

**BHARAT DYNAMICS LIMITED
HYDERABAD**



**WORKS MANUAL
2023**



Foreword

Comprehensive works manual was first issued in the year 2014 and revised in 2015. The works manual over a period has become a standard reference document to all concerned in the procurement of works.

The works manual is to be taken as guidelines and while tendering all are requested to utilize standard tender document for works and consultants.

The new works manual has been revised keeping in view of GFR-2017, instructions issued by Department of Expenditure and all procurement related instructions issued by Central Vigilance Commission.

In the last few years some important changes taken place, have been included in the works manual like centralized vendor registration, e-procurement mode of tendering, Preference for domestic contractors, inclusion of changed Integrity Pact, Procurement of all the available services on GeM portal. Further, Modal Tender Document for Civil Works and engaging the consultants also subsumed in the works manual-2023.

It has been reviewed at the right time to adopt aforesaid procedures for improving transparency. Written down system always makes it easier for implementation and efficiency.

I would like to acknowledge the efforts taken by our CVO Dr. Upender Vennam, IPoS, in suggesting and improving upon the efforts of the committee of officers Shri S Murali Mohan, GM (Ref. & TSD), Shri G Gayatri Prasad, AGM (Fin), Shri Ashok Kumar, DGM (Civil KBU), Shri Arun Kumar, DGM (Civil BU) and Shri A Srinivasa Reddy, DGM (CC) and further congratulate all those who contributed in bringing out this works manual-2023.

A handwritten signature in blue ink, appearing to read 'Radha Krishna', with a stylized flourish at the end.

Hyderabad

19 May 2023

Shri. Potluri Radha Krishna

Chairman and Managing Director (Addl. Charge)

CONTENTS

CHAPTER NO	DESCRIPTION		PAGE NO.
1	INTRODUCTIONS		
	1.0	PURPOSE	01
	1.1	DEFINITIONS	01
	1.2	FUNDAMENTAL PRINCIPLES	02
	1.3	FUNCTIONS	03
2	ROLES & RESPONSIBILITY OF OFFICERS		
	2.1	DEPARTMENTAL HEAD	05
	2.2	APPROPRIATE TECHNICAL AUTHORITY (ATA)	05
	2.3	ENGINEER IN-CHARGE	09
	2.4	SITE IN-CHARGE	10
3	TYPES OF WORKS		
	3.0	CLASSIFICATION OF WORKS	11
	3.1	ORIGINAL WORKS	11
	3.2	REPAIRS / MAINTENANCE WORKS	11
	3.3	MAINTENANCE SERVICES	12
4	APPROVALS & SANCTIONS		
	4.0	ORIGINAL WORKS (CAPITAL WORKS)	13
	4.1	ACCEPTANCE OF NECESSITY	13
	4.2	APPROPRIATION OF FUNDS	14
	4.3	ADMINISTRATIVE APPROVAL	14
	4.4	TECHNICAL SANCTION	16
5	ESTIMATES		
	5.1	PRELIMINARY ESTIMATE	17
	5.2	DETALIED ESTIMATE	17
	5.3	TIME PERIOD OF COMPLETION	19
	5.4	CHANGES IN SCOPE OF WORK	19
	5.5	CAPITAL COMMITMENTS / EXPENDITURE	20
	5.6	REPAIRS (REVENUE WORKS)	20
	5.7	REPORTING	21
	5.8	DEPOSIT WORKS	21
	5.9	PREREQUISITES FOR EXECUTION OF WORK	21
	5.10	SCOPE OF SANCTION	22

CHAPTER NO	DESCRIPTION		PAGE NO.
	5.11	PREFERENCE TO MAKE IN INDIA	22
	5.12	GOVERNMENT E-MARKET (GEM):	30
6	REGISTRATION OF CONTRACTS & CONSULTANTS		
	6.0	REGISTRATION	51
	6.1	GUIDELINES	51
	6.2	CATEGORY & STANDING EARNEST MONEY DEPOSITS	53
	6.3	REVIEW/UPDATING OF LIST OF CONTRACTORS/ CONSULTANTS	53
	6.4	REGISTRATION CONDITIONS	54
	6.5	CONFIDENTIALITY AND PUBLICITY:	54
7	CLASSIFICATION OF TENDERS		
	7.0	TYPES OF TENDERS	55
	7.1	OPEN TENDERS	55
	7.2	LIMITED TENDERS	56
	7.3	SINGLE /NOMINATION / PROPRIETARY TENDERS	56
	7.4	RESTRICTED TENDER	57
	7.5	RELAXATION TO TENDERING:	57
	7.6	GLOBAL TENDER ENQUIRY (GTE):	57
8	CLASSIFICATION OF CONTRACTS		
	8.1	TYPES OF CONTRACTS	58
	8.2	ENGAGEMENT OF DESIGN / TECHNICAL CONSULTANTS	61
	8.3	TECHNOLOGY & MANAGEMENT CONSULTANTS	62
	8.4	PROJECT MANAGEMENT CONSULTANTS	62
	8.5	SERVICE CONTRACTS	64
	8.6	PROOF CHECKING OF DESIGN S	64
	8.7	PAYMENT TERMS TO CONSULTANTS	65
	8.8	EVALUATION OF CONSULTANTS, ARCHITECTS & AUDITORS	65
9	EARNEST MONEY DEPOSIT & SECURITY DEPOSIT		
	9.1	EARNEST MONEY	74
	9.2	SECURITY DEPOSIT (SD):	74

CHAPTER NO	DESCRIPTION		PAGE NO.
	9.3	INTEGRITY PACT [IP]	75
	9.4	HANDLING OF BANK GUARANTEE	75
	9.5	ENCASHMENT OF BANK GUARANTEE	75
10	INVITATION TO TENDERS		
	10.1	DESPATCH OF TENDERS NOTICE AND RECEIPT OF TENDERS IN CASES OTHER THAN OPEN TENDERS	76
	10.2	TENDER NOTICE	76
	10.3	AMOUNT PUT TO TENDER	76
	10.4	COST OF TENDER DOCUMENTS	76
	10.5	PUBLICITY OF TENDERS	76
	10.6	TIME DURATION FOR SUBMISSION OF TENDERS (TENDER DUE DATE)	77
	10.7	TENDER SPECIFICATIONS	77
	10.8	PRE BID MEETING	78
	10.9	EVALUATION CRITERIA	78
	10.10	TWO BID SYSTEMS OF TENDERING	80
	10.11	THREE BID SYSTEM	81
	10.12	E-PROCUREMENT	81
	10.13	TENDER EVALUATION	94
11	SCREENING & TECHNICAL EVALUATION OF TENDERS		
	11.1	TENDER EVALUATION COMMITTEE	95
	11.2	PROCESSING OF TENDERS	95
12	TENDER OPENING		
	12.1	GENERAL PROCEDURE	96
	12.2	MANUAL TENDERS	97
	12.3	OPENING OF TWO BID TENDERS AND EVALUATION	98
	12.4	LATE TENDERS	99
	12.5	CONDITIONAL TENDERS	99
13	TENDER EVALUATION AND PRICE NEGOTIATION		
	13.1	FREAK RATES	100
	13.2	DEALING WITH TENDERS WHEN THERE IS A TIE	101
	13.3	PROCEDURE FOR HOLDING PRICE NEGOTIATION WITH BIDDER	101
	13.4	PRICE NEGOTIATION COMMITTEE	101

CHAPTER NO	DESCRIPTION		PAGE NO.
14	ACCEPTANCE OF TENDERS		
	14.1	POWER TO ACCEPT TENDER	102
	14.2	ACCEPTANCE OF SINGLE OFFER AFTER INVITATION OF TENDERS:	102
	14.3	PROCEDURE FOR ACCEPTANCE:	102
	14.4	RE-TENDERING OF WORKS:	104
15	GENERAL CONTRACT ADMINISTRATION		
	15.1	MOBILISATION ADVANCE	105
	15.2	FORE CLOSURE OF CONTRACTS	106
	15.3	TERMINATION OF CONTRACTS	107
	15.4	CLOSURE OF CONTRACT	108
	15.5	DEFECT LIABILITY PERIOD:	110
	15.6	EXTRA / SUBSTITUTED ITEMS AND VARIATION IN QUANTITIES:	110
	15.7	AMENDMENT	111
	15.8	PRICING OF DEVIATIONS	112
	15.9	EXTENSION OF TIME	113
	15.10	FORCE MAJEURE CLAUSE	114
16	SPECIAL CONTRACT CLAUSES		
	16.0	CORRUPT OR FRAUDULENT PRACTICES	115
	16.1	INTERPRETATION	115
	16.2	SECRECY	116
	16.3	PATENT RIGHTS	116
	16.4	AWARD OF CONTRACT TO PSUS/ GOVT AGENCIES	117
17	EXECUTION		
	17.1	MANDATORY TESTS	118
	17.2	SITE RECORDS	118
	17.3	QUALITY IN EXECUTION OF WORKS	119
	17.4	INSPECTION OF WORKS	120
	17.5	APPROVAL OF WORKS BY STAGES	121
	17.6	TECHNICAL EXAMINATIONS AND OVER PAYMENTS / UNDER PAYMENTS	121
	17.7	TECHNICAL AUDIT	122

CHAPTER NO	DESCRIPTION		PAGE NO.
	17.8	SUPERVISION OF WORKS BY CONTRACTOR	122
	17.9	RESPONSIBILITY OF CONTRACTOR AGAINST RISKS	125
	17.10	EXCAVATIONS, RELICS, ETC	125
	17.11	SUB-LETTING	125
	17.12	SAFETY CODE	126
18	MEASUREMENTS AND BILLS		
	18.1	MEASUREMENTS & MEASUREMENT BOOKS	127
	18.2	TEST CHECK OF MEASUREMENTS	129
	18.3	CUSTODY OF THE CONTRACT & MEASUREMENT BOOKS	129
	18.4	PREPARATION OF BILLS	130
	18.5	RUNNING ACCOUNT BILLS (RAB)	130
	18.6	DOCUMENTS FOR RAB	131
	18.7	FINAL BILL	132
	18.8	WORK COMPLETION CERTIFICATE	133
19	COMPENSATION FOR DELSAY / LIQUIDATE DAMEGES		
	19.1	COMPENSATION FOR DELAY IN COMPLETION OF WORKS/ LIQUIDATE DAMEGES	134
	19.2	PENALTY FOR NON PAYMENT OF STATUTORYCON-TRIBUTION LIKE ESI,PF, SD, AGREEMENT, LABOUR LICENCE ETC.	134
20	ARBITRATION		
	20.1	ARBITRATION	136
	20.2	ARBITRATION CLAUSE – FOREIGN BIDDERS	137
	20.3	ARBITRATION CLAUSE – CPSUS/DPSUS:	138
	20.4	JURISDICTION OF THE COURT	138
21	SPECIAL PROCEDURES		
	21.1	SPECIAL MATERIAL	139
	21.2	GREEN BUILDING CONCEPTS	139
	21.3	CENTRE FOR FIRE,ENVIRONMENT & EXPLOSIVES SAFETY(CFEES)	140
	21.4	IDENTIFICATION BADGES FOR LABOUR	140
	21.5	BONUS CLAUSE	140

LIST OF ANNEXURES

S.NO.	ANNEXURES	DESCRIPTION	PAGE NO.
1	ANNEXURE-A	STATEMENT OF CASE FOR INITIATIONS OF DEMAND FOR NEW WORKS / SERVICES	141
2	ANNEXURE-B	ADMINISTRATIVE APPROVAL CUM CAPITAL APPROPRIATION REQUEST (C.A.R)	143
3	ANNEXURE-C	TECHNICAL SANCTION TO DETAILED ESTIMATE	144
4	ANNEXURE-D	ESTIMATE SHEET	145
5	ANNEXURE-E	ABSTRACT OF COST	146
6	ANNEXURE-F	STANDARD SCHEDULE OF CONTRACT PERIODS FOR BUILDING WORKS	147
7	ANNEXURE-G	PERIODICAL SERVICES MEASUREMENT BOOK (PSMB).	149
8	ANNEXURE-H	PERIODICAL SERVICES RENDERED	150
9	ANNEXURE-I	STATUS OF COMMITMENT APPROVED, ANTICIPATED AND BALANCE YET TO BE COMMITTED.	151
10	ANNEXURE-J	PROGRESS REPORT ON CAPITAL WORKS	152
11	ANNEXURE-K	STATEMENT OF CASES IN WHICH FINAL BILLS HAVE NOT BEEN PAID WITHIN SIX MONTHS OF SUBMISSION BY CONTRACTORS.	153
12	ANNEXURE-L	MODAL TENDER DOCUMENT FOR ENGAGING CIVIL CONSULTANTS	154
13	ANNEXURE-M	INDEMNITY BOND	278

LIST OF ANNEXURES

S.NO.	ANNEXURES	DESCRIPTION	PAGE NO.
14	ANNEXURE-N	INTEGRITY PACT	280
15	ANNEXURE-O	EXECUTION OF SIMILAR WORKS	292
16	ANNEXURE-P	BANK GUARANTEE BOND	294
17	ANNEXURE-Q	BANK GUARANTEE FOR MOBILISATION ADVANCE PAYMENT	296
18	ANNEXURE-R	DEVIATION STATEMENT NUMBER	297
19	ANNEXURE-S	EXTRA ITEM STATEMENT	298
20	ANNEXURE-T	SUBSTITUTED ITEMS STATEMENT	300
21	ANNEXURE-U	WORKS DAIRY	301
22	ANNEXURE-V	CEMENT REGISTER	302
23	ANNEXURE-W	SITE ORDER BOOK	303
24	ANNEXURE-X	HINDRANCE REGISTER	304
25	ANNEXURE-Y	MODAL TENDER DOCUMENT FOR CIVIL WORKS	305
26	ANNEXURE-AA	REGISTER OF DISMANTLED MATERIALS	374
27	ANNEXURE-AB	RUNNING ACCOUNT FINAL BILL	375
28	ANNEXURE-AC	ADVANCE OF PAYMENT	378
29	ANNEXURE-AD	BILL FORM FOR SECURED ADVANCE ON MA- TERIALS	380
30	ANNEXURE-AE	PART RATE STATEMENT	381

LIST OF ANNEXURES

S.NO.	ANNEXURES	DESCRIPTION	PAGE NO.
31	ANNEXURE-AF	CATEGORY OF WORKS	383
32	ANNEXURE-AG	VENDOR REGISTRATION FOR CIVIL CONTRACTOR	384
33	ANNEXURE-AH	VENDOR REGISTRATION FOR SERVICE PROVIDER	389
34	ANNEXURE-AI	GENERAL CONDITIONS OF CONTRACTS	395
35	ANNEXURE-1A	REFERENCE SHEET OF GENERAL CONDITIONS OF CONTRACT	440
36	ANNEXURE-1B	LOCATION OF WORK AND SCOPE OF WORK	441
37	ANNEXURE-1C	SAFETY CODE	442
38	ANNEXURE-1D	SCHEDULE OF LABOUR RATES	452
39	ANNEXURE-1E	NO CLAIM CERTIFICATE	453
40	ANNEXURE-1F	INTERNAL TECHNICAL AUDIT COMMITTEE (TAC) SOP	454
41.	ANNEXURE-1G	LEGAL TENDER ENQUIRY TERMS FOR CONTRACTOR(S)	455

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 1 of 459

CHAPTER – 1

INTRODUCTION

1.0 PURPOSE

The works manual 2023 of Bharat Dynamics Limited (BDL) has been adopted in order to:

- a) Develop modern manufacturing and allied infrastructure facilities to meet the operational requirements.
- b) Develop infrastructure requirements of the customers in time, meeting the stringent specifications.
- c) Incorporate required Governmental / Statutory/ CVC guidelines.
- d) Take into account the prevailing MARKET RATES for which the cost estimation in respect of items of work which are not available in Central Public Works Department (CPWD) – Delhi Schedule of Rates (DSR) as also for tender justification of the cost of total work.
- e) Maintain modern manufacturing and allied infrastructure facilities including township, general infrastructure & certain public amenities established.
- f) Have a uniform and systematic integrated approach to execute the work as per the time schedule and also meeting quality & service level requirements of user / divisions.
- g) Facilitate the decisions of administrative authorities to ensure that they are transparent, accountable and time-bound.
- h) Incorporate changes through experience gained in various fields.

Works Manual shall be reviewed and updated biennially. Any improvement required / noticed will be issued in the form of an amendment to the manual during this period with the approval of IRC.

1.1 DEFINITIONS:

- a) **WORKS:** The term “WORKS” connotes activities pertaining to “fixed assets” (both revenue and capital in nature) like creation / addition / alteration / maintenance / dismantling / demolition etc., and includes various “services” required for the operations of the company.
- b) **COMPETENT FINANCIAL AUTHORITY (CFA):** Competent Financial Authority is the Executive of the company authorized to exercise the powers of approval, sanction and acceptance concerning technical, administrative and financial aspects of transactions on behalf of the Company, as detailed in Delegation of Powers (DoP).

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 2 of 459

CHAPTER – 1 INTRODUCTION (Contd...)

- c) **DoP:** Delegation of Powers is issued by Company secretary on approval from the Board of directors to the executives of the company.
- d) **APPROPRIATE TECHNICAL AUTHORITY (ATA):** Appropriate Technical Authority (ATA)- Civil / PED or TSD are the officers professionally qualified, competent to recommend technically any work. Further ATA is the authority for approval of Designs & Drawings for the Works proposed to be executed. However, ATA shall be not less than the rank of Sr. Manager with professional Civil / Elec. or Mechanical) qualification. ATA will be the senior most professionally qualified Engineer (Civil) in the Department.

1.2 FUNDAMENTAL PRINCIPLES:

- a) All works & Services will be executed only after administrative approval and technical sanction having first been obtained from the authorities appropriate in each case and funds being made available to meet the expenditure.
- b) ATA / Officer-in-Charge shall ensure, in the course of financial year that the aggregate budget allotment made on any work is not exceeded unless extra funds are allotted duly by re- appropriation of funds as per DOP.
- c) The ATA /Officer-in-Charge will ensure that expenditure is incurred within the administratively approved amount (except as otherwise provided for), and shall obtain prior / simultaneous sanction from the competent authority for Revised Administrative Approval in case of excess due to an error in approved estimate or other causes.
- d) Generally all major projects involving Civil Works, Electrical, Air-conditioning, Roads and Drains, Water supply, Sewage and allied works will be executed as Integrated Projects & evaluation of the bids would be on the total contract value. However in special cases to take advantage of specialized agencies for execution of work, or to save time if the project is being implemented in phases or to ease logistic issues like locations, distance, resource availability etc., certain works can be tendered out separately. The reasons for going in for separate contracts are to be indicated while putting up administrative approval of competent authority. However, works should not be split in order to bring it within powers of lower CFA.
- e) Wherever the existing building and structure are required to be dismantled /demolished, the same will be carried out after obtaining the prior Administrative approval of the appropriate CFA as per DOP based on the estimated cost of demolition. The contract for dismantling/ demolition shall be awarded after appropriate tendering process (including manual tendering process).
- f) Hierarchy of Documents is DoP, Works Manual, IMM Manual.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 3 of 459

CHAPTER – 1 INTRODUCTION (Contd...)

- g) Where supply of material is more than 70% of total work, procedures should be adopted as mentioned in IMM manual.

1.3 FUNCTIONS:

The activities to be carried out by Divisions / Departments in executing any work are as follows:

a) USER / INDENTER:

- i. Finalization of requirement.
- ii. Obtaining budgetary estimates from Civil / or wherever applicable.
- iii. Obtaining budget sanction.
- iv. Participation in finalization of design, if necessary
- v. Assisting in execution of work as and when required.

b) Civil :

- i. Preparation of designs, plans, estimates, schedules and tender documents.
- ii. Constitution of Tender Committee, construction committee/PNC Committee.
- iii. Tendering and award of work.
- iv. Execution of work according to schedule.
- v. Obtaining Finance concurrence in the activities enumerated, as applicable
- vi. The preparation of designs, plans, estimates and the tender documents for all major works involving structural / architectural / air conditioning / electrical / communication / horticulture / cranes and lift works etc., either of new works / modification works Costing Rs.50 Lakhs and below will be done by the Civil Department. For works above Rs. 50 Lakhs consultants shall be employed through tendering process, if required.
- vii. The tendering and awarding of work will be taken up by the individual Unit/ Department either through the centralized Contracts Department or by the Departments themselves depending on the requirements.
- viii. The execution of all-capital works and other works will be done by the Civil Department of the respective Unit.
- ix. Ideally the tendering and award of work should be independent of execution.
- x. Endorsement of PF & ESI remittance to workmen in construction contracts will be done by HR.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 4 of 459

CHAPTER – 1 INTRODUCTION

Civil:

Construction & Maintenance of buildings, roads, office spaces, production shops, explosive manufacturing, assembly & storage areas. Construction of customer required infrastructure facilities.

c) FINANCE:

- i. Participation in opening of tenders.
- ii. Vetting of comparative statement.
- iii. Participation in Commercial discussions and price negotiations.
- iv. Scrutiny of contracts, amendments and deviation orders thereto, rates for extra / substituted items.
- v. Financial advice / concurrence to the proposals for works, award of works and contracts.
- vi. Concurrence of proposal for levy / waiver of liquidated damages.
- vii. Arithmetical checking of measurement sheets, checking and payment of contractor's bills and Maintenance of Contractor's ledger.
- viii. Checking and payment of bills.
- ix. Maintenance of ledgers for security deposit, earnest money deposit, advances, sundry creditors etc.
- x. Accounting of payments and stores transactions relating to the works.
- xi. Capitalisation of completed works, provisions for depreciation, submission of periodical reports and preparation of all schedules relating to annual accounts.

d) HR:

- i. Obtaining factory inspectors approval.
- ii. Endorsement of PF& ESI remittance to contract workmen in case of maintenance, horticulture contracts.



CHAPTER-2

ROLES & RESPONSIBILITIES OF OFFICERS

2.1 DEPARTMENTAL HEAD:

The senior most professionally qualified officer in the Civil / Electrical / Mechanical Engineering designated by FD shall be the departmental head for their respective departments. In case the Civil / Electrical / Mechanical Engineering department reports to another departmental head who is not technically qualified or from different technical stream, then also the designated officer shall be reckoned as the departmental head of the Civil / Electrical / Mechanical department. In such cases he nominates appropriate technical authority (ATA) for each functional area.

2.2 APPROPRIATE TECHNICAL AUTHORITY (ATA):

ATA be the authority to finalise the specifications, approve designs etc. He shall nominate with approval of departmental head, Engineer in Charge, site In charge and if required a deputy engineer in Charge, for each work taken up.

ATA shall:

- a) Be the authority to approve the specifications, testing methods for construction materials.
- b) Approve specific brands of building materials including those used in plumbing for the purpose of meeting the requirements at the site and maintain standardization.
- c) Finalize as a chairman of a committee, the materials with brand names/IS or international standards required in maintaining minimum quality requirements. HOD shall approve such list which shall be used while preparing BOQ.
- d) Maintain good engineering practices across and ensure optimization in the designs.
- e) Be responsible for norms for office rooms, residential quarters and utilities.
- f) Ensure compliance with environmental norms in the design stage while including effluent treatment plants, sewage treatment plants, scrap yards etc.
- g) Ensure that the designs meet the environmental rating systems appropriate for residential homes, townships, landscaping, factory premises and administrative buildings. The design shall meet silver ratings and endeavour to meet gold/platinum ratings. In case the rating system appropriate for the building being designed is not listed by Indian Green building council or any governmental guidelines, appropriate US/International rating system may be adopted.
- h) Co-ordinate with electrical engineers and other specialists concerned for ensuring that the designs meet all the requirements of power, material handling, water, air and gas connections required for the buildings as per building codes.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 6 of 459

CHAPTER – 2 ROLES & RESPONSIBILITIES OF OFFICERS (Contd...)

- i) Ensure in building design ease of maintenance for all utilities.
- j) Ensure buildings are designed as per CFEES standards wherever appropriate.
- k) Ensure Factory layouts, townships include transportation, storage and utility areas appropriately.
- l) Ensure Guidelines issued by local authorities are met during design stage.
- m) Ensure that the designs are appropriately selected to meet project deadlines and deliverables to the customers.
- n) Ensure that modern engineering concepts are included in the design.
- o) Ensure that designs are flexible enough to modify the production / testing areas easily convertible to new projects when old projects close.
- p) Assist OIC / EIC by suggesting suitable measures for speedy construction and meeting the deadlines.
- q) Decide the building strength, life and retro fitment / reconditioning techniques by adopting necessary International standards where the national standards are not available.
- r) Finalise the norms, formats for quality checks/ site inspections and standardization of procedures.
- s) Prescribe the safety norms to be adopted at sites.
- t) Inspect the construction sites and verify the safety / quality standards being adopted and recommend necessary corrective actions.
- u) Approve all the design before tendering process is initiated, and at all stages wherever required.
- v) Prepare BDL standard norms by referring DSR of CPWD to prepare the BOQ for BDL.
- w) Act as depository for all drawings both original and as built, site plans, layout designs, the piping and drainage layouts, electrical cabling layout etc.
- a) **PRE - CONTRACT FINALIZATION:**
 - i. In case of works where architectural/ structural/ planning inputs are not required, the engineer in-Charge of the work will be responsible for the work as a whole including deviations/ Non-tendered items of work. Co-ordination during the actual execution of work shall be done by ATA. A time schedule shall be prepared by ATA for completion of activities for each work leading to obtaining Administrative Approval. In additions, ATA will also keep a track of budget & sanctions, expenditures etc for both Capital & Revenue budgets.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 7 of 459

CHAPTER – 2 ROLES & RESPONSIBILITIES OF OFFICERS (Contd...)

- ii. The co-ordination up to the stage of obtaining administrative approval from the client / user shall be done by ATA.
- iii. The preparation of layout, preliminary working and detail drawings of buildings shall be done in consultation with client / user / consultant [if applicable] civil, electrical, mechanical, HVAC, and landscaping in-charge.
- iv. The proposed Engineer-in-charge (EIC) detailed for the work will also be part of the team during Planning.
- v. For the purpose of planning, ATA will send the advance copies of drawings to all concerned officials and call for necessary comments or data (like wiring diagrams etc) as the Case may be and the detailed working drawings shall be finalized by him taking such comments/ data for consideration & further mutual discussions if necessary.
- vi. ATA will hand over all Good for Construction drawings to the project Engineer-in-charge of work for execution and will also provide clarifications whenever required.
- vii. Preparation of Preliminary estimate and vetting by ATA.
- viii. Preparation of preliminary estimate and indication of funds allocated/ budget ATA head etc by the client /user.
- ix. Preparation of detailed estimate for main building and all services (Civil, Electrical & Mechanical).
- x. Appointment of consultant (If required).
- xi. Preparation and submission of plan to statutory bodies like pollution control board, Inspector of factories with the help of HR.
- xii. Obtaining approval of plans by above bodies.
- xiii. Obtain approval from CFEES where applicable.
- xiv. Preparation of site/ soil data including inspection of the site.
- xv. Soil investigation test to be carried out if not done in the vicinity of the proposed area.
- xvi. Preparation of schedule for work.
- xvii. Fixing of completion period for work in consultation with user/client/consultant etc.
- xviii. Obtaining administrative approval.
- xix. Preparation of bill of quantities and specifications.
- xx. Preparations of Notice Inviting Tender (NIT) and advertising the same in media concerned.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 8 of 459

CHAPTER – 2 ROLES & RESPONSIBILITIES OF OFFICERS (Contd...)

- xxi. Call of tenders and pre-bid meeting (Wherever required).
- xxii. Receipt of Tenders.
- xxiii. Preparation of CST and tender Proposal.
- xxiv. Negotiations with L1 (wherever required) on approval.
- xxv. Bid for award of work and issuance of acceptance letter.
- xxvi. Obtaining financial concurrence.
- xxvii. Tender Documents shall be filed in respective departments like Civil etc.
- xxviii. Names of EIC & SIC shall be appropriately incorporated in the contract.

b) **Post – Contract Finalisation:**

- i. Technical Scrutiny of deviations, Non-tendered items and Bills.
- ii. Scrutiny of Contract agreement and forwarding Bank Guarantee submitted towards security deposit, mobilization advance to finance etc.
- iii. Issuance of attested copies and work orders.
- iv. Periodically check, verify and endorse all site records.
- v. The inspection of ATA is not to be confined only to issues concerning progress, co- ordination etc., ATA is required to inspect the site to check quality of work etc., Inspection note is to be issued invariably for each inspection carried out by the above Officers.
- vi. An inspection register is to be maintained at site through internal memo to of the work and inspection notes are to be entered in these registers. EIC, & SIC must review the inspection notes on subsequent visit to ensure its compliance.
- vii. Authorise hindrances in the “**Hindrance Register**”.
- viii. Fulfilment of contractual obligations like labour license, Security Deposit, renewals of BG if submitted towards SD and Insurance policies etc.
- ix. Approvals for the materials if not available in the approved manufacturer’s list.
- x. Preparation of as-built drawings in co-ordination with execution team.
- xi. Co-ordination with consultant in preparation of as built drawings.
- xii. Discussion with contractor and obtaining time schedule from contractor. xiii. Execution of work and contract management.
- xiv. Quality Control & Assurance.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 9 of 459

CHAPTER – 2 ROLES & RESPONSIBILITIES OF OFFICERS (Contd...)

- xv. Settlement of Accounts including release of SD.
- xvi. Testing and Commissioning of Plant& Machinery.
- xvii. Completion and handing over of Work to the user/client.

2.3 ENGINEER-IN-CHARGE:

a) GENERAL:

- i. Engineer-in-charge (EIC) shall be professionally qualified officer.
- ii. In case of major projects it should be ensured that the EIC is an officer of appropriate seniority with extensive experience in the respective field. In such a case a deputy EIC can be nominated to assist EIC.

b) PRE – CONTRACT FINALISATION:

- i. Check the entire consultancy services rendered by the Consultant for its economy, structural soundness and conformity to standards/ statutory provisions and submit for approval of Senior Manager/Chief Manager.
- ii. Shall assist ATA during pre-contract.
- iii. Check the estimates, drawings, prepare bids of work, measurements, bills prepared by the supervisors for correctness and acceptability as per standards, specifications and contract terms preparation / checking any other document required in connection with the work at planning as well as tendering and execution of works including maintenance works, departmental / through contracts.

c) POST – CONTRACT FINALISATION:

- i. Engineer-In-charge will be responsible for supervising and administering the contract and the work, certifying the payments due to the contractor, valuing variations to the contract, recommending extension of time and valuing compensation events.
- ii. Engineer-in-charge may further nominate his representative(s), Site In-charge (SIC) and notify to the contractor.
 - a) Ensuring that the Contractor has taken the requisite insurance policies to cover workmen under the workmen's compensation act and third parties liability as per the contract. The policies should be effective from the date of commencement unless otherwise approved by the competent authority.
 - b) Shall supervise overall and administer the Contractor / Consultant and any other agencies engaged by the department, valuing variation in the contract such as Non Tendered Item rates and recommending extension of time/ revoking liquidated damages.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 10 of 459

CHAPTER – 2 ROLES & RESPONSIBILITIES OF OFFICERS

- c) Shall be overall responsible for the works carried out at all stages including Planning, Tendering, Execution timely completion of work by adhering to requirement of all applicable standards to ensure quality, economical and structurally sound construction/functional installation.
- d) Shall issue site orders in the Site Order Book.
- e) Shall issue notices to the Contractor as per the agreement.
- f) To take charge of objects of value and antiquity found on site or in excavations, immediately after their discovery, to hold them in safe custody and to hand them over to the competent authority of the company for further action.
- g) To arrange periodical re-conciliation of cement and steel account and ensure that proper recoveries are affected from Contractors running account bills.
- h) To receive running account bills from the Contractor and to forward them after checking to the competent authority with his comments and recommendations and accompanied by all supporting documents.
- i) Certify payments to the Contractors as per the contract terms and recommend rates for Non Tendered Items by ensuring that the rates are reasonable and not higher than the market rate.
- j) Check, verify and endorse the hindrances in the hindrance register for approval.
- k) Taking physical measurements with SIC, checking of measurement and forwarding of running / final bills and all related document connected with the contract.
- l) To receive the final bill from the Contractor, to check it, and forward it with his comments and recommendations to the competent authority with all the supporting documents duly attached, expeditiously so that payment can be made.
- m) Shall certify PF / ESI pay of contracts on endorsement of HR.

2.4 SITE IN-CHARGES:

- a) SIC shall be directly responsible for supervising the work being executed at site on his behalf of EIC. However overall responsibility, as far as the work is concerned will be vested with the Engineer-in-charge.
- b) Carryout all instructions of the superiors under whom they are posted as subordinates for the related tasks /works assigned to the department with full devotion,, to achieve satisfactory results acceptable to the superiors and in related activities of the department connected with Project works/ Minor works and all types of Maintenance work.



CHAPTER – 3

TYPES OF WORKS

3.0 CLASSIFICATION OF WORKS:

All works / services are classified into three broad categories:

- a) Original works (Capital works)
- b) Repairs (Revenue works).
- c) Maintenance & Services (Revenue works).

3.1 ORIGINAL WORKS:

ORIGINAL WORKS CONSIST OF:

- a) New Civil constructions including interior / exterior decoration works & infrastructure development and other Engineering works like Electrical, Mechanical, HVAC (Heat Ventilation and Air-Conditioning), Crane, Low Voltage Works, Fire Alarm / Sensor, Access Control, CCTV (Closed Circuit Television), Computer Networking, Fire Fighting, Compressed Air Lines, lighting and power requirements etc.
- b) Additions & Alternations to the existing buildings including interior & exterior works, arising from administrative or technical / Engineering reasons, works necessary to bring into used newly purchased or previously abandoned buildings, roads, installations and services.
- c) Restoration of any property rendered totally unusable / uninhabitable.
- d) Civil and other engineering works related to installation of Plant and Machinery.

3.2 REPAIRS / MAINTENANCE WORKS:

These consist of:

- a) Work undertaken to maintain & restore original physical condition & functional performance of an asset as per design standards.
- b) Periodical services like white washing, distempering, painting to buildings, electrical & mechanical installations and equipment including, Maintenance of Roads.
- c) Works like plastering, replacement of doors and windows, roof, false ceiling, flooring, replacement of water supply fittings / lines, sewage lines, resurfacing of roads, Water proofing, Roof sheeting, repairs to storm water drain, etc., which are required as and when the necessity arises and is noticed during inspection by the supervisory staff whether suo-moto or on complaint from allottee / user.
- d) Modification, Additions and Renovation work without increasing floor area to be considered as repair / maintenance work.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 12 of 459

CHAPTER – 3 TYPES OF WORKS

3.3 MAINTENANCE SERVICES:

Maintenance services comprises of General and Engineering Services

a) **General Services:**

Includes the following:-

- i. Housekeeping & Sanitary Services.
- ii. Landscaping & Horticulture and Gardening.
- iii. Pest Control Management.

b) **Engineering Services:**

Includes the following:-

- i. Civil, Electrical & Allied Maintenance
- ii. Operation and Maintenance (O&M) of Utilities for Water Supply and Water Treatment Plant (WTP), Boiler House, Pumphouse etc.
- iii. Operation and Maintenance (O&M) of Waste Water Systems like ETP, STP.
- iv. Solid waste management (Municipal, Hospital & e-waste etc.)
- v. Maintenance of Swimming Pool and Allied Sports Facilities.
- vi. Operation and Maintenance (O&M) of Fire Alarm & Fire fighting system.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 13 of 459

CHAPTER – 4

APPROVALS & SANCTIONS

4.0 ORIGINAL WORKS (CAPITAL WORKS):

For purposes of administrative control, original works are divided into two categories:

- a) Major works, i.e. those costing more than Rs. 50 Lakh each.
- b) Minor works, i.e. those costing up to and inclusive of Rs.50 Lakh.

4.1 The following are the four main stages before an original work can be undertaken:

- i. Acceptance of necessity.
- ii. Appropriation of funds.
- iii. Administrative Approval.
- iv. Technical Sanction.

4.1.1 ACCEPTANCE OF NECESSITY (AoN):

Acceptance of necessity denotes acceptance by the competent authority of the need for execution of work proposed at a cost not exceeding the limit specified. However, the approval of annual capital budget / detailed project report of special projects by the Board may be taken as acceptance of necessary in respect of works included in the budget / detailed project report.

- a) For works not covered under capital budget, acceptance of necessity shall be approved by CFA with the concurrence of finance.
- b) The powers to accept the “Necessity for works” of emergent nature not included in the Capital Budget shall be applicable as per DOP.

4.1.2 PROCEDURE FOR SANCTIONING OF WORKS:

The following procedure shall be adopted for initiation and sanction of original works (Capital works):

Initiation of demand: Initiation of demand will be made by User Department with full justification and benefits that will accrue to the company. While initiating the demand existing facilities are to be analysed towards their utilization. Detailed statement of case is to be prepared by the User. Appropriate Technical Authority (ATA) will examine the bid and accord approval which will include the following.

- i. Nature of work.
- ii. Requirements and justifications.
- iii. Special requirements and Broad specifications.
- iv. Time frame.
- v. Rough cost estimate based on Market Rates on plinth area basis / Past data on works executed with escalation / norms developed for the purpose of budgeting.
- vi. Line plan (layout Drawing).
- vii. Site plan.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 14 of 459

CHAPTER – 4 APPROVALS & SANCTIONS (Contd...)

4.1.3 CONSIDERATION OF DEMAND:

Consideration of demand is essential at Divisional / Unit / Corporate office level and will be accordingly included / projected in the annual Capital Budget. In case of emergent nature of work where it is not advisable to wait for the annual capital budget, the specific cases will be dealt with separately by CFA in consultation with associated finance. In case the requirement exceeds DOP of emergent powers, a separate Board paper may be initiated by user department in concurrence with the Finance and Head of Division / Unit.

4.2 APPROPRIATION OF FUNDS:

- a) Appropriation of funds means concurrence by the Finance and approval by the competent authority according to administrative approval of funds needed for the works by appropriation from the approved capital budget.
- b) In cases where capital budget is approved for the work required to be undertaken, it shall be presumed that AoN phase is completed and funds are appropriated by referring / noting the budget head.
- c) Re-appropriation of funds to be made in the case of necessity and that to limited to relevant category on approval of divisional head with financial concurrence.

4.3 ADMINISTRATIVE APPROVAL:

- a) Administrative approval means sanction of the competent authority as per DOP to the execution of any work at a stated cost.
- b) PRELIMINARY SURVEY: On receipt of initiation of demands by user department, the ATA will examine / review the bid to see whether the bids are prima facie acceptable and whether the requirements of the user department cannot be met by any other alternative / more economical means. Where the ATA can suggest an alternative, this will be done under advice to competent authority to accord administrative approval and the remarks of the user department will be obtained. Where no alternative arrangement can be suggested or is acceptable to the user department, the ATA will examine the bid from the feasibility aspects, draw-up a rough estimate on a “not exceeding” basis and also estimate the time required for execution of work.
- c) With reference to the clause 1.2 (e), cost of demolition means the cost incurred to demolish the asset including clearance, transportation of debris etc.
- d) Layout plans of the project / buildings showing the arrangements of building and plinth area of each building wherever required are to be included for approval.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 15 of 459

CHAPTER – 4 APPROVALS & SANCTIONS (Contd...)

- e) Administrative approval of CFA for both capital & revenue works will be obtained on the basis of preliminary / abstract, not to exceed estimate along with financial concurrence. Standard format will be adopted for this purpose. (Annexure-A). Wherever capital budget is required to be appropriated the C.A.R is to be adopted. (Annexure-B).
- f) In case a Consultant / Architect is required to be engaged then administrative approval for engaging Consultant shall be taken from Head of the Division with the concurrence of divisional finance and award of the work shall be as per DOP. It is essential in such cases to ensure that conflict of interest is avoided.
- g) Provision for contingencies at 10% for works costing above Rs.100.00 Lakhs and 5% for works costing below Rs. 100.00 Lakhs and for establishment charges at 3% for both may be provided.
- h) The provision of contingencies is intended to cater for items of expenditure on testing of samples, including advertisements, photographs, cost of foundation stone, temporary works required during construction, increase in tender rates / deviations / price adjustment / escalation if any etc. This may be utilized for purchase of equipment such as Theodolite, levelling instruments, measuring instruments, shelves, oven, PC's, vehicle etc. Provision of 3% for supervision can be utilized for temporary work-charged staff required for supervision of the respective work. The expenditure for the above may be incurred with the approval of ATA within the administrative approval amount.
- i) Copies of the administrative approvals will be forwarded to the user department, Finance and Accounts Department. The Appropriate Technical Authority is authorized to incur expenditure within the administrative approval only on works covered by administrative approval.
- j) Savings from the administrative approval will not be utilized to meet excess in respect of works covered by other administrative approval without the approval of CFA as per DOP.
- k) The Appropriate Technical Authority is authorized to incur expenditure within the administrative approval only on works covered by administrative approval.
- l) If after the administrative approval is accorded, the scope of work is reduced, the administrative approval will also be correspondingly reduced by the competent authority. The Appropriate Technical Authority will not incur expenditure on items so abandoned.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 16 of 459

CHAPTER – 4 APPROVALS & SANCTIONS

4.4 TECHNICAL SANCTION:

This term denotes approval of the competent authority to the scheme and detailed estimates of works proposed to be carried out for which administrative approval has been obtained. Technical sanction is to be accorded as per format prescribed in Annexure-C.as per DoP.

Schedules of work will be prepared by engineering staff and technically sanctioned by the appropriate authority. Technical sanctions will be supported by detailed plans, specifications, and estimates as the case may be. The schedule of works will be in accordance with the initiation of demand so far as the scope of work and scales are concerned.

For works below Rs.50 Lakhs the technical sanction can be obtained along with administrative approval.



CHAPTER – 5

ESTIMATES

5.1 PRELIMINARY ESTIMATE:

- a) The line sketch of the project according to the requirements should be prepared in consultation with the indenter / user. Preliminary estimate is required to be prepared on the basis of guidelines of Bureau of Public Enterprises (BPE) / CPWD, updated suitably or based on market / TC rates to give an idea of the approximate expenditure involved in the bid.
- b) Provision for services like sanitary, water supply, drainage, electrical installations, pollution control, effluent treatment etc., can be made on the basis of percentage of estimated cost of building, as considered reasonable according to the specifications to be adopted. In case, where the cost of such subheads is disproportionate to the cost of building, these may be shown as per the actual requirement.

5.2 DETAILED ESTIMATE:

- a) On receipt of administrative approval for a bid (based on preliminary estimate) detailed estimates are prepared based on technical designs and specifications. Specifications incorporated in the detailed estimates should be precise and comprehensive and should be carefully drawn. Authority according technical sanction should satisfy that the technical aspects of the bid and estimates are based on adequate data.
- b) In case of major projects, data for preparing estimates should be collected from the local authorities / Unit. Soil investigations and tests to determine the safe bearing capacity of the soil shall be conducted, wherever required.
- c) The estimate will be based on specifications and detailed working of quantities and rates with an abstract showing the total estimated cost of each item, for major projects.
- d) The estimates are to be prepared based on the latest standard schedule of rates of CPWD (DSR)/ State PWD. If the rates are for an earlier period, the rates should be escalated by DSR of or a suitable factor (price Index) to be worked out once in a year considering the market rates, recording the basis i.e. rates appreciated for the material/ labour. Standard conditions while estimating the rates are also to be recorded. In respect of work of a special nature the estimates so prepared are to be adjusted for extraneous factors and adequately justified.

Detailed estimate should cover the entire scope of work including Civil, Electrical, Crane, Lift & Air-conditioning and also all connected services including provision for security & fire protection measures at the planning stage itself.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 18 of 459

CHAPTER – 5 ESTIMATES (Contd...)

Detailed estimate should have approval of the competent authority before the work is tendered or undertaken for execution. The estimate sheet and quantities and abstract of cost will be as per Annexure-D, Annexure-E respectively. Care shall be taken to ensure that the estimates are realistic and cover all the items of works. In case any item is not available in any of the schedules referred to above, the item has to be analysed as a new item and adopted on the basis of already accepted rates or on the basis of market rate analysis.

- e) For horticultural works, estimates shall be made, based on DSR / market rates and also considering subsequent maintenance cost involved.
- f) In case of emergency works necessitated to be undertaken due to fire, power failure, breakdown of services, customer requirements, floods etc., work may be commenced without a detailed estimate or formal technical / administrative sanction. In all such cases, an immediate report shall be given to the competent authority accompanied by a preliminary estimate. This shall be followed by a detailed estimate / actual expenditure within one month from the date of completion.
- g) A work may be divided into groups for execution by different agencies or at different times but the total of expenditure shall be within the sanction.

5.2.1 The items which are not covered in DSR and items required to be standardized shall be listed by ATA at KBC annually and circulate with market rates to all units of BDL. Such list of items proposed to be standardized shall include short-listing of brands to be used for construction. The market survey of these items shall be made by committee consisting of Civil engineering, Finance and user members.

- a) Past procurement rates as per previously executed Work Orders (WOs) with suitable escalation can also be used for estimation if work executed is not beyond two years old and the Work Order is not placed on nomination basis.
- b) The estimate should not contain items with conflicting, vague and ambiguous provisions resulting in disputes, delay and financial losses.
- c) **“Rate only”** items without giving quantity against the item should not be provided in the estimate or bill of quantities in the tender, to the extent possible.
- d) In cases where designs including their estimate are submitted by specialist firms and tenders are based on such designs, technical sanction will be accorded on the basis of accepted design and estimate during Administrative Approval stage.
- e) After according Technical Sanction/Administrative Approval, no deviation whatever should be made from the sanctioned specifications unless:-
 - i. Such changes are necessitated by unforeseen Technical reasons and do not alter the scope of work.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 19 of 459

CHAPTER – 5 ESTIMATES (Contd...)

- ii. The specifications substituted are more economical than those provided for in the administrative approval.
 - iii. The total cost of the project as administratively approved is not exceeded.
- f) Once technical sanction is issued, the same will be revised only because of Engineering / technical reasons such as site conditions necessitating changes in designs, drawings, specification, and material used etc.
- g) In respect of work ordered through deviation orders / amendments to a contract, technical sanction will be accorded for the deviation orders / amendments.
- h) The following shall be ensured while obtaining the technical sanction for detailed estimate.
 - i. The required particulars are furnished.
 - ii. The relevant rates as per BDL / CPWD schedules of rates suitably updated to bring it on par with the market rates / market rates as applicable have been adopted.
 - iii. The budget head indicated is correct.
 - iv. CFA is correctly indicated.
 - v. The quantities, rates and amounts are correctly worked out.
 - vi. Appropriate specifications, terms and conditions are considered and included.
- i) The estimates will be technically scrutinized by ATA, and subsequently put up through concerned Finance, who shall check the estimates and budget availability, for obtaining the technical sanction from the CFA.

5.3 TIME PERIOD OF COMPLETION:

Standard schedule of contract periods for building works in standard format is placed at Annexure-F. In case of time bound project or the completion of work is critical, suitable time limit may be considered by ATA.

ATA shall also indicate milestone for review of the work progress for works above Rs. 50 Lakhs. These mile stones are discussed in pre-bid meeting and shall be part of the work order to monitor the progress of the work.

5.4 CHANGES IN SCOPE OF WORK:

After approval, if Scope of Work is required to be changed then the same shall be done with the approval of CFA indicating the reasons required for Change in scope of work. In case of change in scope after Board approval, the Board shall be kept informed of the change and the reasons thereof.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 20 of 459

CHAPTER – 5 ESTIMATES (Contd...)

5.5 CAPITAL COMMITMENTS / EXPENDITURE:

Items are to be committed / expenditure incurred in the year for which it has been sanctioned, where a commitment cannot be made in time the bid has not been dropped, the requirement of funds will be included in the capital commitment and expenditure budget for the ensuing year.

5.6 REPAIRS (REVENUE WORKS)

- a) **ORDINARY REPAIRS AND PERIODICAL SERVICES (ORPS):** For incurring revenue expenditure towards ordinary repairs and periodical services such as distempering / painting / white washing / cement painting / Exterior Emulsion/ any other paint/roads painting etc., including maintenance / repairs of buildings, roads, water works, etc, for which necessary funds are provided through performance Budget, a Term Contract valid for a period of TWO years to be entered into stipulating rates for each of the repair work , with the revenue Administrative approvals of the competent authority.
 - i. For all bids for repairs concurrence of finance will be obtained in the Service Contract Rate (SCR).
 - ii. Admin. Approval. Shall be obtained from competent authorities as per Para 4.3(a) [Administrative Approval] and this should be intimated to finance in the standard format for purposes of budgetary control. For this purpose, the Engineering Department will maintain Periodical Services Measurement Books (PSMB) in the standard format (Annexure-G & Annexure-H). This will indicate details of various buildings to be painted / distempered / colour washed areas thereof and the date on which services were last rendered. Maintenance of such a book enables the ATA to ensure that the services are rendered as and when they fall due. It will also enable prompt payment of bills, as the area once measured will remain the same unless conditions and alterations are carried out.
- b) **ESTIMATES FOR REPAIRS AND PERIODICAL SERVICES:** Estimates for repairs and periodical services debit to revenue head will be initiated by the Engineering Department sometime in June (RE of the current year and BE of the forth coming year) and the necessity for repairs and periodical services critically examined. A plan of action for Revenue Budget for the year will be made indicating amount final to be spent under each Head. The total projected expenditure as approved by the CFA, in consultation with associated finance will be reflected in the performance budget under “Repairs to Buildings, Roads etc” .
- c) **MAINTENANCE SERVICES:** The Engineering Department will also draw-out a plan and submit estimates for routine maintenance works like housekeeping, horticulture,

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 21 of 459

CHAPTER – 5 ESTIMATES (Contd...)

water supply., for the current year and next year separately covering all these works and the same approved by CFA in consultation with associated Finance at the beginning of each year.

5.7 REPORTING:

- a) A Daily Diary Register will be kept in the Engineers Office or at the Site Office. The Contractor or his representative will furnish every day, details of work for the day preceding and the Diary will be written up every day and jointly signed by the Engineer and the Contractor or their representatives in token of its correctness. This shall be applicable for all works costing more than Rs.50 Lakhs.
- b) In order to ensure the abnormal delays in works are brought to the notice of the Management, it is necessary that a system of review and reporting is introduced. Weekly progress has to be reviewed by EIC for all works costing more than Rs.50 Lakhs. For all other works the review of progress can be on monthly basis.
 - i. The following monthly reports should be submitted to the Divisional Head of Civil and GM (Fin) and Head CC by the 7th day of the succeeding month.
 - a. Status of capital commitments approved, anticipated and balance yet to be committed etc., as per standard format (Annexure-I).
 - b. Progress report on capital works as per standard format (Annexure-J).
 - c. Statement of cases in which final bills have not been paid within Six months of submission by contractors as per standard format (Annexure-K).

5.8 DEPOSIT WORKS:

“Deposit works” are those works of construction or repairs, the cost of which is not met out of company funds, but being financed by other Govt. Depts and Customers. Supervision charges for such works should be included in the bids / estimates and realized as per the terms of the agreement between the Govt. department/ Customer and BDL.

5.9 PREREQUISITES FOR EXECUTION OF WORK:

- a) Assist HR for Submission of Plans to Local / Statutory bodies as applicable.
- b) On receipt of administrative approval from the competent authority, where the scheme includes multiple disciplines like civil, electrical, air-conditioning, sanitary installation, horticulture work, lift etc., the concerned executing Department Section in respect of these disciplines is immediately informed by the Contracting Department along with copies of the relevant portions of estimates, plans etc. to initiate further action. A project manager may be nominated by the executing authority in ‘such cases to co-ordinate with the various Departments until the work is completed.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 22 of 459

CHAPTER – 5 ESTIMATES (Contd...)

- c) After approval from the competent authority and on receipt of the detailed drawings for the works, the Civil/concerned Department shall furnish the drawings to HR / concerned Department for obtaining approval from the Inspector of Factories, where required. In the meanwhile Civil/concerned Department shall go through the tendering process for award of works. It is to be ensured that approval from the Inspector of Factories, where applicable, is obtained before the commencement of the work.
- d) Executing Department shall ensure that necessary approvals are taken from local bodies, statutory bodies like Pollution Control Board, Electrical Inspectorate, fire authorities, explosive design approving agencies etc., as applicable.
- e) In all cases where the Company has to depend on the Local Municipal authorities for the provision of external services viz., road, drains, water supply, sewerage, disposal, electrical connections, etc. action should be initiated simultaneously by the executing Department for timely availability of these services.

5.10 SCOPE OF SANCTION:

- a) Deviations from original administrative proposal, if necessitated, may be made with the approval of the authority which accorded the administrative approval, even when the cost is within the sanctioned expenditure.
- b) No religious edifice should be destroyed or injured in the execution of works without the full and free consent of the persons / institutions interested in, or without the concurrence of the appropriate Govt. / Local authority within whose jurisdiction such edifice stand.

5.11 Preference to Make in India

To encourage 'Make in India' and promote manufacturing and production of works and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 20175. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Works, Works and Services. For the purpose of this Order:-

- a) 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- b) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. It has been fixed as 20 (twenty) percent.
- c) 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of works or services or works.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 23 of 459

CHAPTER – 5 ESTIMATES (Contd...)

- d) 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
- e) 'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

(i) **Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement**

- a) In procurement of all works, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all works, services or works, not covered by sub para (i)(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.
- c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

(ii) **Purchase Preference**

- a) Subject to the provisions of the Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- b) in the procurements of works or works, which are covered by para (i)(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 2. If L1 bid is not a 'Class-I local supplier', 50 (fifty) percent of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50 (fifty) percent quantity subject to the Class-I local supplier's quoted price falling within the



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 24 of 459

CHAPTER – 5 ESTIMATES (Contd...)

margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- c) In the procurements of works or works, which are covered by para (i)(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 4. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

(iii) Applicability in tenders where contract is to be awarded to multiple bidders

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 25 of 459

CHAPTER – 5 ESTIMATES (Contd...)

- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.
 - c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20 (twenty) percent margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
 - d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20 (twenty) percent margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20 (twenty) percent margin of purchase preference, and so on.
 - e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.
- (iv) **Exemption of small purchases:** Notwithstanding anything contained in paragraph (i), procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from the Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
- (v) **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50 (fifty) percent. For 'Class-II local supplier', the 'local content' requirement is minimum 20 (twenty) percent. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50 (fifty) percent and 20 (twenty) percent for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 26 of 459

CHAPTER – 5 ESTIMATES (Contd...)

- (vi) **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
- (vii) **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
- (viii) a) **Verification of local content:**
- The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement related complaints relating to BDL.
- d) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e) Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 27 of 459

CHAPTER – 5 ESTIMATES (Contd...)

procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph (h) below.

- h) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 1. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 2. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 3. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

(ix) Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall review all existing eligibility norms and conditions with reference to sub-paragraphs (viii) (a) and (b) above.
- d) **Reciprocity Clause**
 1. When a Nodal Ministry/Department **identifies** that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 28 of 459

CHAPTER – 5 ESTIMATES (Contd...)

of PSEs/PSUs, State Governments and other procurement agencies **under their administrative control and GeM** for appropriate reciprocal action.

2. **Entities of countries which have been identified by the nodal Ministry/ Department** as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 3. The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entities stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 4. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 5. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e) Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f) "All administrative Ministries/Departments **whose procurement exceeds Rs. 1000 Crore per annum** shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."
- (x) **Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.
- (xi) **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing I supply base and assess the available capacity and

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 29 of 459

CHAPTER – 5 ESTIMATES (Contd...)

the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

- (xii) **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
- (xiii) **Manufacture under license/ technology collaboration agreements with phased indigenization**
- While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement I transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
 - In procurement of all services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. BDL, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.
- (xiv) **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in charge, may by written order, for reasons to be recorded in writing,
- reduce the minimum local content below the prescribed level; or
 - reduce the margin of purchase preference below 20 (twenty) percent; or
 - exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry I Department. The Nodal Ministry I Department concerned will continue to have the power to vary its notification on Minimum Local Content.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 30 of 459

CHAPTER – 5 ESTIMATES (Contd...)

- (xv) **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
- (xvi) **Standing Committee.** A standing committee is hereby constituted with the following membership:
- Secretary, Department for Promotion of Industry and Internal Trade-Chairman Secretary, Commerce-Member
- Secretary, Ministry of Electronics and Information Technology-Member Joint Secretary (Public Procurement), Department of Expenditure-Member Joint Secretary (DPIIT)-Member-Convenor
- The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.
- (xvii) **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of the Order.
- (xviii) **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of the Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
- (xix) **Transitional provision:** The Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

(Rule 153 of GFR 2017)

5.12 Government e-Market (GeM):

To ensure better transparency, online Government e-Market platform for common Works and Services to be used mandatorily and SoP on GeM to be used for procurement and the SoP is as under:

- 1) at present works are not covered by GeM. In future if GeM adopts works, they are also to be sourced through GeM.
- 2) if sourced through GeM, only GeM procedure is applicable. Works manual processes are not applicable for GeM Contracts.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 31 of 459

CHAPTER – 5 ESTIMATES (Contd...)

SoP on Government e-Market (GeM)

1 Introduction

GeM stands for Government e-Market place. GeM is independent of normal procurement procedures laid down in IMM Manual-2023. GeM is an end to end on-line procurement portal and not a tender publishing portal.

The use of GeM Portal for Sale / Works / Services and the resulting Contracts shall be governed by the following General Terms and Conditions (GTC) (unless otherwise superseded by Product / Service specific Special Terms and Conditions (STC), Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement) and BID/Reverse Auction Specific Additional Terms and Conditions (ATC) as applicable). Before commencing the GeM tender process, Indentor & Buyer need to study the GTC, STC and SLA for necessary alteration required in the bid. The required alterations may be add in ATC text message for superseding GTC/STC, approval shall be taken accordingly.

GeM terms and conditions and amendments are applicable and not that of normal procurement process as formulated in Works Manual-2023.

Corporate Commercial will issue the necessary amendments to Tender Enquiry in line with GeM procedures as and when required.

Any issues/problems encountered in the procurement process, GeM Helpdesk may be contacted by raising a ticket and the correspondence done may be brought into the file.

1.1 Replacement of DGS & D by GeM

GeM replaces the name of erstwhile DGSD (Directorate General of Supplies Disposals). The Civil Department has to adopt normal Works Manual-2023 procurement procedure for the items not available in GeM by giving a proof of search in the GeM website.

1.2 Mandatory Compliance by Civil etc.

Procurement of works and services which are general in nature shall be procured through GeM only. If any deviation in the above, the concerned Divisional Head has to certify the same with proper reasons / justification in the attached format at Appendix-1. The approval of such items, whose estimated value is more than Rs.5.00 Lakhs is to be obtained from Functional director.

1.3 GeM Portal

Government e-Market Place (GeM) website: www.gem.gov.in

2 Purchasing Groups in BDL to purchase through GeM

All IMMs, Civil departments, CPED, HR & other authorized buyers are identified to make procurements of works and services through GeM.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 32 of 459

CHAPTER – 5 ESTIMATES (Contd...)

3 Registration Process in GeM

PRIMARY USER

The primary user for registration in e-Government Market place is Head of Corporate Commercial (Head-CC).

The role of primary user in GeM is to create secondary users for the organization i.e., Civil/Buyer, Consignee, Paying Authority, Indentor, Technical Evaluator.

- a) Civil / Buyer: Divisional Civil Representative / Procuring officer
- b) Consignee: Divisional Civil Rep. / Stores Representative
- c) Paying Authority: Div. Finance Representatives/ DGM (Fin) CPRD
- d) Indentor: User of the department
- e) Technical Evaluator: Any Officer / Officers nominated for technical evaluation.

The primary user cannot perform buying function on the portal.

The User ID and password of the secondary user will be sent to the respective individual's mail and mobile number once added by the primary user.

The primary user can authorize the secondary user to perform the procurement activities of the organization.

SECONDARY USER

- i. Aadhaar number is must for secondary users to e-sign all the documents online.
- ii. The user can monitor various purchase activities in GeM portal.
- iii. Different types of roles are performed by secondary users in GeM portal:

Civil / Buyer: Civil / Buyer will select the item for purchase and will place the order on behalf of the organization. Buyer will coordinate with divisional Finance / CPRD for transfer of funds to GPA. Buyer shall create draft bill after acceptance of the product / service. The same information (GeM Contract no., SAP PO/SO no, service entry no. / GL number) shall be informed to Paying Authority through mail for payment / uploading UTR details in GeM in offline method of payments.

Consignee: Consignee will receive the item and will generate the Provisional Receipt Certificate [PRC] and Consignee Receipt and Acceptance Certificate [CRAC].

Paying Authority: Paying Authority will make the payment to supplier/vendor.

Payment to all GeM procurements is through GPA (GeM Pool Account) with ICICI Bank (Service Provider Bank integrated with GeM) from 01.07.2020. However, purchases made before 01.07.2020 are facilitated to use payment method opted before placing the Purchase order. If GeM module allows the off-line GPA payments, buyers may opt the same up to Rs 10Lakh.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 33 of 459

CHAPTER – 5 ESTIMATES (Contd...)

Indentor: The Indentor will be able to search for products/services in the marketplace and add the product/service to the cart. It is not possible for an Indentor to proceed to check out or create an order further. After carting, the Indentor will transfer the ownership of the demand to a Buyer. Additional information like warranty period, delivery period, Scope of Work, Inspection requirements, eligibility criteria, certificates requirement, Quality and Cost

Technical Evaluator: Officer of the division, who will be solely responsible to evaluate the bid technically. If technical evaluator is not nominated, Indentor is Technical Evaluator (online or offline).

4 GeM Pool Account

BDL will hold a bank account opened, operated and controlled for payments through GeM Pool Account (GPA) with a registered Bank integrated with GeM Process. BDL entered an MOU with ICICI Bank in accordance with GeM T&C. to act as Service provider for payments through GPA. The payments to the suppliers would be made from the GeM pool account post successful supply and acceptance of works and services on GeM Portal.

5 Types of Purchase in GeM

The IMM Department based on estimated price, will adopt the appropriate procedure among the following.

- Direct Purchase: For Purchase price with PR Value upto Rs.25,000/- through any available L1 supplier (who are willing to supply to the consignee location / state) on the GeM, meeting the requisite quality, specification and delivery period. . Process of comparison of price is not required (refer GFR rule 149). Procuring authorities have to certify the reasonability of rate.
- L1 Purchase: For Purchase Price with PR Value between Rs. 25,001 to Rs.5,00,000 through the GeM Seller having L1 amongst all available sources by comparing with at least three different OEMs on GeM , meeting the requisite quality specification and delivery period.
- Bid / Reverse Auction (RA) (Optional): For Purchase Price with PR Value from Rs 5,00,001 to Rs 30 Lakhs.
- Reverse Auction (RA) (Mandatory): For Purchase Price with PR Value above Rs 30Lakh, Bid/ Reverse auction is mandatory. Tender advertisement in newspapers is not required.

6 Procedure to make purchase on GeM:

- Items proposed to be purchased through GeM shall be readily market available / standard items. If the item is to be procured based on custom specifications.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 34 of 459

CHAPTER – 5 ESTIMATES (Contd...)

- b. The Indentor has to access to GeM portal with the help of Civil / Buyer. The Civil / Buyer shall judiciously search for the desired products and services after selecting 'Category', 'Consignee Location' 'Quantity' applying the available filters under 'BID / RA' or 'PAC' (Proprietary Article Certificate) options and entering 'Product Specifications' available, selects the most suitable among them, compares their prices and uses the L1 price +10% for taking approval depending upon the type of purchase . The comparison sheet becomes a document proof for future use, hence it is stored and saved on the GeM System and hard copy of the same should be placed in routing file. Except in Direct Purchase Method, Vendor details will be known to the Civil / Buyer after the outcome of BID/RA activity which enables to create a Temporary Vendor code for creation of DWO in SAP.
- c. GPA fund block to be done before adding item to the cart. After item is identified by Civil / Buyer along with the Indentor, GPA fund transfer to be done as per purchase methods. In case of Direct Purchase method, exact amount as per the item selected in Direct Purchase to be transferred and the same will be initiated by Civil / Buyer while taking PR approval. In case of other purchases, GPA fund transfer to be done after L1 is identified and prior to DWO approvals. However, the fund transferred for the subject WO will be blocked while creating WO in GeM.
- d. In Direct purchase method, for procurement of works and services upto Rs. 25000, Civil / Buyer will select the product on GeM without selecting 'Bid/RA' option, add the item to the cart under 'Direct Purchase' option and take a print of it, CST of minimum 3 OEMs and raise the demand in GeM portal. CFA approval shall be sought for raised demand along with PR. Subsequently after CFA approval, contract is raised in GeM portal by uploading CFA note approval under Direct Purchase option. Later BDL WO is made for regularization in SAP and sent for Finance Concurrence along with GeM contract copy. After the item is delivered, payment may be done as per procedure laid down. In case of Direct Purchase, during carting period, rates for carted quantity, for that Civil / Buyer, are frozen for carting period as notified from time to time on GeM against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the Civil / Buyer.
- e. In L1 Purchase method, for procurement of works and services above Rs.25,000 and upto Rs. 5,00,000, the Civil / Buyer shall judiciously search for the desired products and services after selecting 'Category' 'Consignee Location' 'Quantity' applying the available filters under 'BID/RA' or 'PAC' (Proprietary Article Certificate) options and entering 'Product Specifications' available, selects the most suitable among them. Civil / Buyer should take the L1 product suggested by GeM and compare the product with

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 35 of 459

CHAPTER – 5 ESTIMATES (Contd...)

at least 3 other OEMs meeting the requisite quality specification and delivery period. DWO may be prepared with temporary vendor codes created by Corporate Commercial for GeM purpose, CFA approval may be taken by attaching the comparison sheet for the reasonability of the L1 price whether to use online tools such as e-bidding, reverse auction or to create a Purchase requisition. If L1 price approved by CFA, Civil / Buyer can place the purchase order on L1 priced product on Direct Purchase method. Else CFA can direct Civil / Buyer to use online tools such as e-bidding, reverse auction or to create a Purchase requisition using the lowest priced product and request further reduction of prices offered by the sellers. This may enable the Civil / Buyer to ensure that the procurement is done at a further reduced price thereby resulting further savings. The method of Purchase requisition published by Civil / Buyer will be valid for two calendar days to create an opportunity for the interested vendors to participate and win the order. After the end of two days, if there is an offer less than L1 priced product, Civil / Buyer can place the order else can continue with placing the order on L1 product. Civil / Buyer can also use the normal Bid/RA facility available on GeM.

- f. For procurement of works and services above Rs. 5,00,000, PR is to be raised by Civil / Buyer after judiciously searching for the desired products and services by selecting 'Category' 'Consignee Location' 'Quantity', applying the available filters under 'BID/RA' or 'PAC' options and entering warranty ,technical parameters available, thus selects the most suitable among them and adds to the cart. After PR approval, the e-Bidding / RA document will be finalized by the Civil / Buyer(s) by stipulating requirements such as Quantity, Consignee Details, Terms of Delivery, Delivery Period, EMD, Performance Bank Guarantee, Time and Date for Start and End of Bid Submission and for Opening of Bids and required Bid Validity period etc. GeM system shall decide Start /Reference Price and Step Value of Decrement in case of RA based on product selection and/ or outcome of bidding process. If required Civil / Buyer may ask CFA to constitute a committee while taking PR approval, to study technical bids.
- g. Bid Security (EMD) should range between one percent to five percent of the estimated value of works to be procured. There shall be no Bid Security for Bids / RA having estimated value less than INR 5 lakh. For bids / RA having estimated value more than INR 5Lakh, while finalizing e-Bid / RA, Buyer shall indicate the exact amount of Bid Security required to be submitted by bidders. Scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller. Following categories of Sellers shall however, be exempted from furnishing Bid Security:

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 36 of 459

CHAPTER – 5 ESTIMATES (Contd...)

- i. Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration and through uploaded supporting documents.
- ii. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP). Bid Security submitted by the bidder shall be forfeited, if the bidder:
 - a) Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - b) If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
 - c) Fails to furnish requisite performance security within stipulated time required as per e-bid / RA conditions.
- h. Performance Security should be for an amount of five to ten percent (3% preferable for the period as mentioned by Ministry) of the value of the contract as specified in the bid documents (GFR Rule 171). There shall be no Performance security for estimated bid value up to INR 5 Lakh. In case of contracts placed following e-Bidding / RA, Performance Security valid for 2 months beyond the date of completion of all contractual obligations including warrantee obligations, will be obtained from the successful Bidder, for ensuring due performance of the contract.
- i. If the bid in GeM ends with less than 3 bids, buyer shall upload CFA approval copy.
- j. If the bid in GeM ends with no participation from vendors, Civil / Buyer may put up to CFA for further process.
- k. Repeat Order is not possible on GeM portal. However, option clause for 25% / 50% may be added in ATC.

7 Guidelines for preparing bid

- a. Tools have been deployed on GeM portal to show the price of compared products on other e-commerce sites (wherever available) and also the rates at which orders have been placed on GeM for such items in recent past. While taking decision on reasonableness of price, the Civil / Buyers may also take into account the discount over MRP; Last Purchase Price on GeM, Department's own Last Purchase Price; rates on other e-commerce websites etc. The prices on e-commerce site give a broad idea and its terms and conditions may be different. If it is found that the price available on GeM marketplace is not reasonable or is substantially higher than ecommerce sites or LPP,

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 37 of 459

CHAPTER – 5 ESTIMATES (Contd...)

the GeM Portal provides tools for online bidding or reverse auction which can be used by the Civil / Buyers to get better competitive rates and then satisfy themselves about reasonableness of the price. Bidding should be considered as the preferred mode of procurement above Rs. 25,000/-.

- b. Buyers can select bid duration between 10 to 21 days. Defence Buyer has an option to select bid duration for 2 days as per their special requirement. In this case EMD can't be requested. Note: GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be.
- c. The Seller's price on the Portal is just their offer prices and the proper discovery of price generally happens through bidding/RA.
- d. Bid Life Cycle: Bid Life Cycle is the period within which a Civil / Buyer has to complete the entire life cycle i.e, technical evaluation, financial evaluation and order creation of Bid process. By default, it is 90 days from the date of Bid publication.
- e. The e-Bidding / RA invitation / Notice shall be published on GEM, stipulating the last date for bid submission / opening of bids giving at least clear 10 days time after the publication. Any change in last date for bid submission will be intimated to eligible bidders through e-mail / GeM.
- f. The bid submitted under e-Bidding / RA shall remain valid for 15 days (or as stipulated by the Civil / Buyer in the bid document) from the Bid Opening Date (till 24.00 Hrs IST). Bid Validity can be further extended with mutual consent between Civil / Buyer and Seller subject to the condition that total Bid Life Cycle cannot go beyond the stipulated time limit.
- g. In bid documents, Civil / Buyers can incorporate suitable eligibility criteria and additional terms and conditions only using various filters and ATC module available in e-bidding / RA modules of GeM.

The General Terms and Conditions, Special Terms and Conditions and Additional Terms and Conditions provided by the platform shall address the general requirements for floating e-bids/ RA on GeM. The GeM platform shall provide buyers with the option to customize the bid as per their requirement by way of objective selections. The buyers can raise requirement for further customization of the bid terms and conditions in line with the standardized GeM catalog. However, for inclusion of some clause which is considered absolutely necessary for that particular bid for reasons to be explained in detail, a provision for inclusion of additional conditions in the bid through corrigendum is available in Request Management System. Each such request has to be made only after due approval of the Competent Authority in Civil / Buyer Organization confirming that the request has been made with the approval of the Competent Authority.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 38 of 459

CHAPTER – 5 ESTIMATES (Contd...)

- h. Civil / Buyer may opt for Bid Splitting while creating the bid on GeM, clearly indicating the Bid Splitting ratio in which order will be split among L-1, L-2, L-3 etc as per ratio of splitting pre disclosed in the bid. After technical and financial evaluation, before splitting the quantity, it should be ensured by the Civil / Buyer that the L1 price is reasonable.
- i. Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading or unloading charges etc. In the case of Bid / RA, complete break-up of the quoted price in the required price bid format shall be furnished by the Bidder, before award of contract.
- j. At the time of bid creation Civil / Buyer can now choose delivery period upto 180 days. Civil / Buyers can now validate seller's credentials if they are eligible for exemption of EMD in technical evaluation.
- k. GeM marketplace allows using of local search for 5 PIN codes / states / districts in one go Local Seller / Service Providers for Product / Services
- l. Works Transport services can be hired in GeM. By giving the following details like Type of service, consignment /commodity, Vehicle category, Vehicle type, Trip type, Delivery period per trip, best prices can be acquired. Highest price among the quotes to be considered for draft approval.
- m. The Request Management can be used by the buyer to raise new requests to GeM SPV. The following requests can be raised through Request Management:
 - Request for Additional Terms & Conditions.
 - Request for changes to the existing item (Product/Services).
 - Request for creation of new Category.

The GeM SPV would evaluate and process the request based on the following timelines

- Addition of new Terms and conditions – 5 Working days.
 - Changes to the existing item (product/Service) – 15 Working days.
 - Creation of new Category – 30 working days
- n. Bunching / Bundling: Bunching is a process of buying multiple works in a single order i.e. through a single seller whereas bundling is a similar process of buying works along with related services. A significant portion of buying constitutes purchasing multiple works / services together. The GeM platform shall allow bunching / bundling of multiple works / services as per predefined categories where sellers selling these multiple works / services are available. This shall help users reduce the need for multiple orders and shall result in prices that are more competitive.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 39 of 459

CHAPTER – 5 ESTIMATES (Contd...)

- o. Proof of Non-availability of Sufficient Competition or Unsupported Good/Service: The GeM platform shall be a dynamic online marketplace with new categories of works/ services continuously being added. In situations where the product/service is not supported on the platform or there is insufficient competition, basic specifications input by the buyer including service shall be deemed not available for procurement on the GeM platform and the buyer shall be allowed to procure via the offline mode. In such situations, the buyer shall be allowed to download a report GeM Availability Report for the purpose of audit and shall allow the buyer to show verifiable proof for procuring outside the GeM platform.

8. Various Roles/Responsibilities explained through the procedure Civil / Buyer (Civil Representative) role:

- a. CFA approvals to be taken by the Civil / Buyer in the following situations:
 - PR approval
 - Opening of Price bids after technical evaluation of the bids giving the outcome of the Tech Report, if any deviation.
 - Any deviation in the specification of the offered product.
 - DWO approval for placement of 'Contract Order' (PO) in GeM.
 - Payment method may be mentioned as GPA in DPO.
 - At least 3 sellers have participated and offered products from at least 2 different OEMs to improve fair participation in Bid / RA.
 - For additional Terms and Conditions w.r.t Bid Any deviation from procedure as stated in GeM portal.
- b. The routing files should clearly be marked as "GeM Procurement:" GeM terms and conditions shall include in the Tender Enquiry / Draft PO. Approval to be taken for (i) item with the price (GeM price + 10 %) (ii) Type of purchase, while PR approval.
- c. The amount equal to the value of the item is to be transferred to GPA prior to placing of order. The Civil / Buyer has to coordinate with the Divisional Finance Representative for this requirement. The GPA fund for that particular WO requirement will get blocked once order is placed.
- d. On getting the approval, the Civil / Buyer will place an order on GeM (direct purchase or BID/ RA) by uploading the purchase note approval.
- e. On acceptance of the order by seller, the GeM will send the order details to Civil / Buyer. The seller is required to deliver the Works/perform Services to consignee within

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 40 of 459

CHAPTER – 5 ESTIMATES (Contd...)

stipulated delivery date. Deliveries of the seller (GeM Vendor) will be received by Consignee/Stores. In case of direct purchase, the items will be delivered as per delivery notified by the supplier on GeM for particular item. In case of Bid/RA, Delivery period will be as per stipulations made by the Civil / Buyer in the bid document.

- f. If the Seller fails to deliver any or all of the Works/Services within the original/re-fixed Delivery/Time period(s) specified in the Contract, BDL reserves the right to deduct/ recover from the seller, the Liquidated Damages for the delay, unless covered under Force Majeure conditions afore-said, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.
- g. After dispatch of the ordered Works/performing ordered Services, the seller generates online signed Invoice on GeM portal.

8.1 Consignee (Stores Representative) role:

- h. Once the Works / Services are received, the Civil Officer / Stores Representative identified as 'Consignee', to issue online e-signed Provisional Receipt Certificate (PRC) on GeM portal, indicating actual date of receipt of supplies. PRC to be generated immediately after delivery of works. Con-signee/stores officer forward the works to User/ Indentor and same will inform immediately (within 24 hrs) to User/ Indentor and Civil / Buyer. Information will be through intramail / IDN, SMS and phone call. User/Indentor inspects the works and provide the 3 copies of report to Stores / Civil / Buyer / Finance dept. GR in SAP will be prepared by Consignee.
- i. Subsequent to GR creation, Consignee exercises his right for inspection and Acceptance / Rejection and generates Consignee's Receipt Acceptance Certificate (CRAC) within 10 days of receipt of Works or PRC creation, else supplied Works are deemed as accepted for which GeM portal itself generates CRAC.
- j. No payment shall be made for rejected works / services, if any, and the Seller would be liable to remove/lift back such rejected Works within 10 days without any extra charge/ cost to the Civil / Buyer / Consignee failing which suitable ground rent/warehousing charges would be payable by the Civil / Buyer has to study the GeM Terms and Conditions during the process for finalizing the Bid for Proprietary, Reverse Auction, EMD, Tender fee, Performance Bank Guarantee, Splitting of bids, terms of delivery, Delivery period, Liquidated damages etc.
- k. Seller to the Civil / Buyer/Consignee, under this Return Policy" of the GeM.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 41 of 459

CHAPTER – 5 ESTIMATES (Contd...)

8.2 Civil / Buyer (Civil Representative) role:

- l. Consignee will issue 'Consignee's Receipt Acceptance Certificate', which will form the basis for payments to the Seller. Total 10 days' time after generation of CRAC has been prescribed for release of payment for accepted supplies against GeM contract.
- m. For accepted supplies, Civil / Buyer (Civil Representative) generates Bill Advice on GeM Portal. Bill processing by Civil / Buyer (within 2 days of generation of CRAC by consignee)
- n. Civil / Buyer will forward the bill to paying authority.
- o. Buyers can now impose additional deductions such as TDS, TDS under GST and any other applicable taxes at the time of bill creation. This activity to be performed by Civil / Buyer in consultation and directions from Divisional Finance. The deducted amounts shall be unblocked after completing the transactions of business with vendor.

8.3 Paying Authority (Finance Representative) role:

- p. Payment authority will login to process payment and can access
 - i. Financial Approval
 - ii. Sanction Order
 - iii. Contract
 - iv. Seller Invoice
 - v. PRC
 - vi. CRAC
 - vii. Civil / Buyer Bill process
 - viii. Order placement on GeM through GPA

Challan Process: The Challan process refers to the funding cycle from BDL account to GeM Pool Account. This process is an offline process of funding into GeM Pool Account. Once the estimated cost of procurement value is transferred through Challan from the BDL bank account to Gem Pool Account, GeM will verify online, the availability of funds from the bank. Once confirmed GeM would allow the Civil / Buyer to create an order. In case the balance in GPA is less than the amount mentioned in challan at order creation stage, GeM will not allow the Civil / Buyer to create an order. The consignment delivery would be initiated by the supplier as per the schedule of contract (The SLA for the contract starts from the date of contract successfully generated e-signed by the Civil / Buyer).

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 42 of 459

CHAPTER – 5 ESTIMATES (Contd...)

Non-Challan Process: A Floating amount based on Procurement forecast is maintained in Pool account and multiple orders can be placed through GPA. No challan is generated as pool account is already funded. BDL shall follow Challan Mode of payment through GPA for payments.

Paying authority will approve Civil / Buyer Bill Process and payment is made using GPA / Others (DD/CHEQUE/NEFT/RTGS) depending upon the prior approvals of the purchase. On-line payments shall be made in INR as per following terms by the paying authority as stipulated in the Contract against the online bills submitted by the Seller. Refer Appendix-2 'Procedures for payments for Works/Services to Sellers/Service Providers in Government e- Marketplace (GeM)-by BDL as a non- PFMS Agencies/ Entity (NPAE)

- q. The payment so released shall be credited to the Supplier's account within 24 hrs (excluding public holidays), by the Bank, SMS alerts shall be sent to the seller and Civil / Buyer after the payment is authorized by Paying authority and also after confirmation of the payment by the Bank.
- r. Closure of Transaction: After satisfactory completion of all the obligations under the Contract, and after release of payments for the works / services and posted in GeM, the transaction shall be treated as completed.
- s. All terms and conditions governed by GeM will supersede the general WO terms mentioned in Works Manual. GeM contract is final document for any issues.
- t. Integrity Pact: All tenders value around / above Rs 2Cr requires IP from all bidders as well as buyer.
- u. Termination for Default: If the Seller does not perform its obligations within the Delivery Period / Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or withdraw the Contract for the unsupplied portion after the expiry of the original or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions such as downgrading the Seller's rating or debarment from the GeM for specified period as decided by GeM on merits.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 43 of 459

CHAPTER – 5 ESTIMATES (Contd...)

9 Timelines at a glance for GeM Procurement Process (For reference)

Process	Action by	Deadline	Simultaneous SAP Activity
GPA Fund Block	(i) Civil / Buyer (Civil Officer) (ii) Paying Authority (Divisional Finance Officer)	Before adding the item to the cart in GeM and placement of PO.	Vendor code, draft PO
Placing order	Civil / Buyer (Civil Officer)	-	On approval of Draft P.O. (SAP)
Supply	Seller	As per Contract (default is 15 days)	
Online e- signed Invoice	Seller	Seller generates immediately after delivery of works	
Provisional Receipt Certificate (PRC)	Consignee (Stores Officer) Incident may be raised by Civil officer for any shortage of qty, documents, data sheets etc.	Immediately upon receipt of works within 48 hours of delivery at consignee end	GR/SES in SAP after PRC creation
Consignee Receipt Acceptance Certificate (CRAC)	Consignee (Stores Officer) after QC clearance.	Within 10 days from delivery of works. On the 11th day the system auto generates a CRAC if not acted upon by the consignee	
Bill Advice (Payment Advice)	Civil / Buyer (Civil Officer)	Within 2 days of CRAC generation	
Payment	Paying Authority (Divisional Finance officer)	Within 10 days of CRAC generation. This has to be adhered strictly.	
Upload payment details	Paying Authority (Divisional Finance officer)	Same day / next working day	

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 44 of 459

CHAPTER – 5 ESTIMATES (Contd...)

Appendix-1

CERTIFICATE FOR TENDERING THROUGH NORMAL PROCEDURE

Subject: Procurement of _____ for _____

Type of Item:

Category of Item: Capital / Revenue.

PR No: _____, **Dated:** _____.

This is to certify that the stores / Services requested are required to procure through normal Tendering due to:

1. Item is not available in GeM with the same specifications and can't wait for 'New category' inclusion in GeM portal.
2. Item is having special characteristics of Design, performance compatibility and required to incorporate a lot of technical parameters after prebid meeting.
3. The complex price format could not be incorporate in GeM.
4. In single tender, OEM is not willing to board in GeM portal.
5. Any other Reasons _____.

Indenter's Sign:

Name:

Designation:

Through Head of the Dept.

Sign. of Head of the Division.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 45 of 459

CHAPTER – 5 ESTIMATES (Contd...)

Annexure-A

Subject: Procedures for payments for Works / Services to Sellers / Service Providers in Government e-Marketplace (GeM) by BDL as a non-PFMS Agencies/ Entity (NPAE)-reg.

The following procedures are prescribed for making payments to the Sellers /Service Providers in GeM which shall be complied and adhered to by all concerned for different type of contracts such as

- a) Supply of Works& Services
 - b) Supply, Installation, Testing and Commissioning of Works
 - c) Supply, Installation, Testing, Commissioning of Works and Training of operators and providing Statutory Clearances required (if any)
2. In respect of contracts for Supply of Works, 100% payment including GST should be made after receipt and acceptance of Works and generation of “Works CRAC” (Consignee Receipt and Acceptance Certificate) subject to recoveries, if any, either on account of short supply and Liquidated Damages etc. for delay in supply.
 3. In respect of contracts for Services, payment should be made as per periodicity defined in the contract i.e. Monthly, Quarterly or any other pre-defined payment periodicity. 100% payment including GST for the particular payment cycle should be made after receipt and acceptance of the Services and generation of “Service CRAC” (Consignee Receipt and Acceptance Certificate) subject to recoveries, if any, either on account of short supply, SLA (Service Level. Agreement) deviations and Liquidated Damages for delay in supply etc.
 4. In respect of contracts for Supply, Installation, Testing, Commissioning of Works and Training of operators etc. the complete cost break-up indicating Basic price, GST, Installation and commissioning charges, Incidental Services, training etc. is to be indicated separately in the bid. In order to cater to installation intensive products, the different configurable payment terms will have to be incorporated in GeM functionalities (depending upon the quantum of installation and turnkey work required).
 - (a) **First Milestone -On delivery of works:** 80 to 90% payment (lower initial payment if installation scope is very extensive) of the basic price of Works along with 100% GST on the Works Price but excluding installation, testing and commissioning and other charges should be paid after receipt Works and generation of “Delivery CRAC for initial payment”. This will be issued after physical verification of quantity only but without commitment about quality or functionalities etc. which would be verified after installation / commissioning etc. While creating the bid, Buyer shall have functionality to define the percentage of payment linked with delivery of Works.
 - (b) **Second Milestone - On Acceptance after installation, testing and commissioning:** Balance 10 % to 20% payment of the basic price of Works and 100% charges for

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 46 of 459

CHAPTER – 5 ESTIMATES (Contd...)

installation, testing and commissioning and other charges along with GST on these charges should be paid after installation and final Acceptance of Works and generation of “Installation CRAC” to be issued by the End User / Consignee. Recoveries, if any, either on account of short supply and Liquidated Damages etc. for delay in supply and / or installation etc. shall be made from the payment due under this milestone. While creating the bid, Buyer shall have functionality to define the deliverables in this milestone and the percentage of payment linked with this milestone.

(c) Third (and subsequent) milestones - Payment of Incidental Costs: 100% Payment related to Incidental costs at consignee site towards Incidental Services (such as providing training, or other work / service as per scope defined in the contract), to be paid on submission of “Final CRAC” by the End User / Consignee. While creating the bid, Buyer shall have functionality to define the deliverables in this milestone. In exceptional cases, Buyer may choose to split this milestone as required.

5. In case of contracts for Supply, Installation, Testing, Commissioning of Works bundled with one or more Services such as Comprehensive Maintenance, Human Resource hiring for pre-defined time periods etc., the payments for Works shall be governed by Para 4 above while payment for Services shall be Governed as per Para 3 above.

6 In case of Milestone Based Payments, separate timelines / delivery periods for each milestone will be provided. In case of supply and installation contracts, the delivery period may be specified by filling up the blanks as under:

a) First Milestone - For delivery of works at site: ----- days/ months from date of issue of contract with provision for staggered / multiple delivery period for same consignee.

b) Second milestone - Installation, Testing and Commissioning etc. of works: days / months from the date of handing over of site complete in all respect as per contract.

c) Third (and subsequent) milestones - Incidental Services etc .: ----- days after installation and commissioning.

7. Payments for Non- PFMS Agencies/ Entities (NPAE)- BDL:

i) BDL as a NPAE, is directed to open, operationalize and operate a GeM Pool Account (GPA) for all procurement. GPA is a special purpose bank account (interest bearing savings/current Account) opened, operated and controlled exclusively by each NPAE. GeM Pool Account shall be mandatory for all procurement irrespective of value.

ii) The following are the core elements of GPA that should be incorporated during the opening and operations / procurement stages:

a) The NPAE will open the GPA (as a savings or current account) which will be utilized by buyer through the online integration of Bank with the platform owned and maintained by

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 47 of 459

CHAPTER – 5 ESTIMATES (Contd...)

GeM SPV, as per Service Level Agreement (SLA), and solely for procurement of works and services on GeM.

- b) The terms and conditions of procurement on GeM will be part of the operations agreement between the bank and the NPAE.
- c) The role of the bank will be limited to ensuring operations of the account on the instruction of the NPAE through the authorized NPAE nodal officer for GeM/ buyer.
- d) Real time details of all operations of the account will be shared by the bank, in a mutually accepted format (to be amended from time to time) with the NPAE, only through the GeM Platform.
- e) Once a sub-account/ transaction specific account is credited with an amount, the NPAE cannot withdraw this amount, apart from transfer to the designated Seller/Service Provider, till such a time that the transaction is live.
- f) Any withdrawal/transfer by the NPAE from this account, except for payment to the Seller / Service Provider, would be permitted in the following conditions.
 - Order cancellation
 - Order rejection
 - Refund

All the above situations would first be required to be enabled/ flagged on the GeM Platform for the NPAE to be able to act accordingly.

- iii) While procuring works & services through GeM, the NPAEs should credit 100% of the projected Contract Value in case of Works Contract in their GeM Pool Account before award of contract. In cases of Services, amount should be credited for one payment cycle as defined in the contract and before releasing payment for any cycle, the funds required for the next payment cycle should be credited so as to ensure availability of payable funds for the next payment cycle. Payment so credited will not be withdrawn for any other purpose other than the one for which the amount is credited into GeM Pool Account.

iv) Provisional Receipt of Stores on GeM:

- a) On dispatch of Works, the Seller would enter the Dispatch Details and date of Dispatch and will upload documentary evidence of Dispatch against each consignment on GeM Portal. All these documents and details shall be shown to the Consignee on his dashboard and shall also be notified to the consignee on his e-mail and on his registered mobile number.
- b) The Seller shall prepare an electronic Invoice, digitally/e-signed, on GeM portal and shall submit the same on-line to the Buyer. GeM portal will send an SMS/ email alert to the Buyer, on submission of Invoice. This Invoice will contain mode of dispatch of

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 48 of 459

CHAPTER – 5 ESTIMATES (Contd...)

works, is patched / delivered quantity with date and all inclusive price claimed based on digitally/e-signed Contract. In case Services are procured, the required data as per Contract may be incorporated in the Invoice. c) After actual delivery of works at consignee destination / milestone achievement (such as completion of installation / commissioning or training etc. as defined in the contract)/ service delivery, Seller would enter the actual date of delivery / milestone achievement / Service Log-sheet (as applicable) and will upload documentary evidence for the same duly digitally signed / e-signed. All these documents and details shall be shown to the Consignee on his dashboard and shall also be notified to the consignee on his e-mail and on his registered mobile number. In case of Services Contracts, the Service Provider will fill up the required data as per the contract (such as log sheets and /or Invoice etc duly digitally signed / e- signed).

- d) Immediately upon above entry by Seller / Service Provider regarding delivery of works/ milestone achievement/ service delivery, an alert will be flashed on the Dashboard of the consignee and an email and an SMS Alert will be sent to Consignee informing that consignee has to mandatorily acknowledge receipt of stores / milestone achievement / service delivery through generation of PRC on GeM. The Buyer/Consignee should receive the Works/Services and issues an online Provisional Receipt Certificate (PRC), within 48 hours, on 'said to contain basis' on the GeM portal with his/her digital signature / e-sign, mentioning the date of Receipt. (From this date of receipt mentioned in PRC, the period of ten (10) days for consignee's/buyer's right of rejection and return policy would be applicable unless otherwise specified in a particular contract)
- e) In case the consignee does not issue PRC within 48 hrs from entry of delivery of works/ / milestone achievement/ service delivery by Seller/ Service Provider, an alert will be flashed on the dashboard of the consignee and an email and an SMS Alert will be sent to Consignee and Buyer informing that consignee has to mandatorily acknowledge receipt of stores/ milestone achievement / service delivery through generation of PRC on GeM.
- f) After expiry of 72 hrs. from the first alert, another alert will be flashed on the dashboard of the Consignee, Buyer including HoD and an email along -with an SMS Alert to Consignee , Buyer, HoD informing that consignee has to mandatorily acknowledge receipt of stores/ milestone achievement / service delivery through generation of PRC on GeM and if the time limit of 96 hrs expires from the date of delivery of works/ milestone achievement/ service delivery as per entry made by Seller/ Service provider and if the consignee does not acknowledge receipt of stores/ milestone achievement / service delivery by generating PRC or disputes the same by rejecting receipt, it would be presumed that works have been delivered/ milestone achievement / service delivery has been made to consignee and PRC will be auto generated by the system (Deemed PRC).

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 49 of 459

CHAPTER – 5 ESTIMATES (Contd...)

- g) However, if the consignee does not issue PRC within 96 hrs from delivery of works/ milestone achievement/ service delivery as per entry made by Seller/ Service provider, GeM System/Portal would auto generate unsigned PRC considering the date of delivery of works/ milestone achievement / service delivery as indicated by the seller as deemed date of receipt for issuance of PRC. GeM portal shall also send p e r i o d i c notifications every 24 hrs. to the Consignee, Buyer and the HoD about issuance of auto generated Deemed PRC for next 48 hrs.
- h) In case the PRC is auto-generated, the consignee shall have the provision on GeM to respond back within 48 hrs, if the works have not been received or short received recommending to cancel or amend/correct the date of receipt / quantity in the auto-generated Deemed PRC. In case nothing is reported / corrected by consignee on the system, it will be presumed that the consignee has nothing to say and the auto-generated Deemed PRC will be considered as final for all purposes.
- i) If it is found at any stage that seller/ service provider has sent/ uploaded wrong information on GeM, based on which PRC has been wrongly auto generated , the seller/ service provider will be dealt severely and should be debarred by GeM for three years.
- v) Consignee Receipt and Acceptance of Stores on GeM: After issue of PRC/ Deemed PRC, the system will start sending an alert on the Dashboard of the consignee and an email and an SMS Alert will be sent as per escalation matrix specified below to issue the CRAC within 10 days:
 - a) Level 1 - Upto 3 days — Consignee
 - b) Level 2 - 4 and 5th day - Consignee and Buyer
 - c) Level 3 - 6 to 10th day - Consignee, Buyer, HOD

After verification including assessment of quality and quantity of works /verification of completion of all deliverables defined in the milestone / completion of service for the defined period, the Consignee(s) will issue an on-line digitally / e-signed Consignee's Receipt & Acceptance Certificate (CRAC) (Works CRAC/ Service CRAC / Delivery CRAC / Installation CRAC / Final CRAC as the case may be) (within 10 days (unless otherwise specified in a particular contract) of date of receipt indicated in PRC / deemed date of receipt as indicated in Deemed PRC. The CRAC would clearly indicate the Order quantity/ milestone achievement / service delivery, rejected quantity/ unacceptable milestone achievement /unacceptable service delivery (if any, with reasons for rejection including shortages/damaged/unaccepted quality), quantity / milestone achievement/ service delivery accepted and cleared for payment. However, if the consignee does not issue CRAC within 10 days (unless some other time line is specified in a particular contract for issue of CRAC), on 11th day from the date of receipt / deemed date of receipt of quantity/ milestone achievement / service delivery as indicated in PRC, GeM System/Portal would auto generate unsigned CRAC which, backed with digitally/ e-signed PRC or deemed PRC based on Seller Evidence for the corresponding quantity/ milestone achievement / service delivery shall be taken

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 50 of 459

CHAPTER – 5 ESTIMATES

as deemed acceptance for payments in lieu of the requirement of digitally/e-signed CRAC. This will be made available on GeM to the Buyer/ Seller and also the concerned DDO (if applicable) and PAO/Paying Authority. The GeM portal would generate a unique serial number for CRAC relating to concerned DDO (if applicable) & PAO/Paying Authority, so that the payments are made seriatim.

In case the CRAC is auto-generated, the consignee shall have the provision on GeM to cancel or amend the auto-generated CRAC within 72 hrs, if the works have not been accepted or found defective / short received. In case nothing is corrected by consignee on the system, it will be presumed that the consignee has nothing to say and the auto-generated CRAC will be considered as final for all purposes including payments.

- vi) After issue of CRAC, NPAE Nodal Officer shall issue an advice without delay to the bank to release actual amount payable to Seller / Service Provider as per terms of contract from the GeM Pool Account. On authorization, the bank should transfer the prescribed amount to the Seller/ Service Provider contractor mapped in the transaction.
- vii) In case of a Service level agreement (SLA) breach on the part of the NPAE in terms of payments to the Seller/Service Provider, GeM will intimate the buyer and bank of the same. Post such intimation, and non-action on the part of the NPAE with respect to payment transfer, bank will release payments for the delivery of works at consignee destination / milestone achievement (such as completion of installation / commissioning or training etc. as defined in the contract) / service delivery as notified in the terms and conditions of procurement on GeM to the Seller/ Service Provider mapped in the transaction. Such a provision is required to be incorporated in GPA and should be considered as a standing instruction from the NPAE to the bank. The residual amount cannot be withdrawn/ transferred by the NPAE, in such cases.
- viii) In case, even after 10 days of issue of Consignee receipt and acceptance certificate (CRAC)/ auto generated CRAC , the buyer has not initiated the payment process through the GeM platform, a payment trigger will be automatically generated for payment equivalent to 80% of the corresponding quantity/ milestone achievement / service delivery deduced by the system as per CRAC. Simultaneously intimation will be sent to the HoD, buyer and NPAE Nodal officer for GeM, regarding the release of payment, at their risk and cost in line with the terms and condition (T&C) and SLA of procurement on GeM. The residual payment of 20% is to be processed by the buyer within 35 days after adjusting for any statutory deduction (TDS, TDS on GST etc.) and damages, failing which after 35 days, the same will be buyers released to the Seller/Service Provider automatically through an alert to the bank by the GeM Platform, after statutory deductions and any system know deductions.
- ix) Unutilized funds after closure of the Contract and interest accrued on the credited amount will be at the disposal of nominated NPAE Nodal officer, who may advise banker for further action as deemed fit.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 51 of 459

CHAPTER – 6

REGISTRATION OF CONTRACTORS & CONSULTANTS

6.0 REGISTRATION:

Registration can be done whenever any agency / contractor requests BDL. The applications shall be hosted in website to enable the contractors/ consultants to apply for registration. The Registration/ Enlistment of Contractors / Consultants will be valid for Three years. Registration will be done commonly across BDL by CC.

The new registration applications will be processed by CC on first come first serve basis. The acceptance / rejection of the application is communicated to the contractor / consultant immediately on finalizing. The standing committee will review the applications and is required efforts shall be made to invite more contractors / consultant by way of hosting in BDL website, displaying notice of invitation in the PSUs / CPWD / MES. The suggested categories for registration of Contractors and service providers are placed at Annexure-AF and the list can be reviewed annually.

All the registered Contractors & Consultants shall be allocated vendor code by CC (Corporate Commercial) and details shall be maintained in the Vendor Master..

Contractors shall register centrally, for registration, a contractor has to submit an application Online. Format of applications for contractors and consultants (Service Providers) are placed at Annexure-AG and Annexure-AH respectively.

The applications of agencies will be screened keeping in view of the following parameters:

- Professional competence
- Nature of works in which the firm is experienced
- Financial standing
- Organization and supervisory staff
- Past proven performance in BDL, other PSU's/Govt. Departments
- And other Premier private Organizations/Industries.
- Registration in professional bodies like Indian Institute of Architecture, etc., as applicable.

6.1 GUIDELINES (for selection of contractor registration):

- Fixing Eligibility Criteria:** It is necessary to fix the eligibility criteria for Registration / enlistment of Construction agencies in advance. The minimum eligibility criteria shall be based on experience of similar works of last 7 (Seven) years with proof of satisfactory completion, registration with other organizations, financial standing etc.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 52 of 459

CHAPTER – 6 REGISTRATION OF CONTRACTORS & CONSULTANTS (Contd...)

- b) **Annual Turnover:** Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, shall be at least 30% of the estimated cost of the work. They should have been active business in the last three.
- c) **EXECUTION OF SIMILAR WORK:** Experience of having successfully completed similar technical nature of works during last 7(Seven) years ending last day of month previous to the one in which applications are invited should be either of following:
- Three similar completed works each costing not less than the amount equal to 40% of the approx. estimated amount put to tender.
- Or
- Two similar completed works each costing not less than the amount equal to 50% of the approx. estimated amount put to tender.
- Or
- One similar completed works costing not less than the amount equal to 80% of the approx. estimated amount put to tender.
- d) **SOLVENCY CERTIFICATE:** The construction agency should have liquid assets / availability of credit facilities in Credit lines / letter of credit/solvency certificate/ certificates from Banks for amount not less than the equivalent of the estimated cash flow for three months in peak construction period of the project for meeting the funds requirements etc.

6.1.1 Detailed applications shall be available in BDL website & contractors/ consultants can apply online. The hard copies of the documents ink signed with seal shall be submitted. These applications are reviewed by a Screening committee and approved contractors / consultants are registered.

6.1.2 EVALUATION / EXAMINATION OF APPLICATIONS:

- The Applications from the agencies will be scrutinized by a screening committee approved by ED/FD. The tenure of the committee shall be for a period of one year. The members in the screening committee will be selected based on expertise.
- The committee should comprise a qualified experienced Civil & Electrical Engineer for Evaluation / examination of technical matters / project handling capacity. The suggested committee is as follow.

AGM / DGM	- Chairman
Finance Representative	- Member
Plant Maintenance / Civil rep.	- Member Secretary

Other members may be selected based on the requirement and expertise needed.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 53 of 459

CHAPTER – 6 REGISTRATION OF CONTRACTORS & CONSULTANTS (Contd...)

- iii. Evaluation of applications should be done on the basis of credentials submitted after due verification. Physical verification of works executed by the construction agencies may be done (with reasons recorded) for assessing the quality and technical capability / details only, in case the supporting documents / certificates claimed in support of the works executed including response to any clarifications / additional details are found insufficient to assess suitability.
- iv. To assist in the examination and comparison of applications for registration / enlistment clarifications may be called on application / credentials submitted. The request for clarification and the response shall be in writing or e-mail.

6.2 CATEGORY:

- a) Where the financial standing and background of a contractor has been duly verified, to the

Category of Registration	Value of works	Solvency Required in Lakhs
C	Below 5 Lakhs	1.5
B	5.001 Lakhs to 15 Lakhs	3
A	15.001 Lakhs to 25 Lakhs	6

Satisfaction of Appropriate Technical authority,

6.3 REVIEW / UPDATING OF LIST OF CONTRACTORS / CONSULTANTS:

- a) Unless circumstances warrant an earlier review, a Contract / Consultant's registration status will remain valid for a period of 3 years from the date of approval or the date of any review that confirms the status.
- b) After submission of their application for Registration, Contractor / Consultants must notify BDL promptly, if there is any:
 - i. Substantial change in their financial or technical capacity.
 - ii. Change in their business (such as company name, address).
 - iii. Change to ownership or holding, including any transfer of key personnel.
 - iv. Any other significant change in information provided in the application for registration / enlistment.
- c) Any registered contractor wishes to upgrade the category of their registration is required to submit fresh application with necessary eligibility documents and fees.
- d) All above cases will be scrutinised by a standing committee.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 54 of 459

CHAPTER – 6 REGISTRATION OF CONTRACTORS & CONSULTANTS

6.4 REGISTRATION CONDITIONS:

- a) Registration entitles a Contractor to be considered for invitation to tender within categories of works and services for which they apply and are qualified. It does not obviate the need for the Contractor/Consultant to fully comply with the Conditions of Tendering and other Contract Conditions that may apply to a particular project or tender invitation.
- b) By signing the application form and applying for registration with BDL, Contractor/Consultant agrees to accept these Conditions of registration / enlistment.
- c) Inclusion on the panel of Contractor does not assure an invitation to tender or an engagement of services. Units of BDL may operate Panel of registered Contractors or may choose to advertise for tenders for special requirements/projects not envisaged.
- d) The limit up to which works can be entrusted to a registered Contractor/Consultant as individual works and also the aggregate value of works that the firm can handle at one point of time should not normally exceed four times the value of the upper limit for which the firm is registered. However, such cases should be decided on merits.
- k) Consultant shall adhere to the provisions of the Architects (Professional Conducts) incorporated under the Architects Act in-force.

6.5 CONFIDENTIALITY AND PUBLICITY:

- a) Information provided to BDL remains confidential except for Divisions and Offices of BDL who use the Panel to select Contractor / Consultant for their construction projects and external assessors who assist with process for registration / enlistment.
- b) BDL may use external assessors to assist with the applications and reviews of registered / enlistment. In these cases, the external assessors will be required to maintain confidentiality of all information received.
- c) Registered Contractor / Consultant should not advertise, promote or publish their registered enlistment status without the prior written consent of BDL.



CHAPTER – 7

CLASSIFICATION OF TENDERS

7.0 TYPE OF TENDERS:

The following are the type of Tenders to be invited to conclude a contract.

- a) Open Tenders.
- b) Limited Tenders.
- c) Single /Nomination /Proprietary Tender.
- d) Restricted Tender.
- e) Relaxation to Tendering
- f) Global Tender Enquiry

In the case of service tenders such as annual maintenance contract / hiring of vehicles / labour contract etc., estimated value for the total period for which the work is tendered, shall be considered for deciding the mode of tendering and approval from CFA may be taken considering the total term of contract.

Total value of Tender shall be = Total period for which tender is consider X
Estimated value per annum.

Total value of tender = Pervious total value + Present renewal Proposed.

7.1 OPEN TENDERS:

- a) **WITHOUT PRESS ADVERTISEMENT:** Works Costing less than Rs. 50 lakh & more than Rs. 25 Lakhs shall be invited as open tender without paper advertisement.
- b) **THROUGH PRESS ADVERTISEMENT:** Open tender system shall be followed for all the works costing more than Rs.50 Lakhs by advertising in newspapers.

In open tender, agencies / contractors shall be pre-qualified. The pre-qualification will be done in techno commercial bids. The pre-qualification requirements shall be fixed based on the guidelines issued by CVC from time to time and also considering the nature of work. The pre-qualification stage involves the following activities:

- i. Issue of expression of interest / tender notice in newspaper mentioning the scope of the work and pre-qualification criteria and asking interested parties to submit their applications.
- ii. Appointing a Committee to evaluate the applications received.
- iii. Fixing the evaluation criteria for short listing the parties in line with tender notice.
- iv. Visit to sites of similar works, completed / ongoing, executed by the parties and interaction with clients of the parties for feedback, if need be.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 56 of 459

CHAPTER – 7 CLASSIFICATION OF TENDERS (Contd...)

- v. Examination and verification of documents submitted by the agencies.
- vi. Other issues if any.

7.2 LIMITED TENDERS:

- a) The limited tenders are adopted where the work costing is less than or equal to Rs. 25 lakhs. The tenders are issued to all the registered contractors.
- b) When the Tenders invited for the works of special and / or urgent nature, the reason for proposing limited tender on only few contractors shall be brought out in Administrative approval for the perusal of the competent authority. In case of such tendering, only the most likely sources from the Registered Contractors may be considered. A minimum of five or more agencies may be addressed. However, CFA may restrict the source up to three in case of non-availability of five sources for a specialized job, with reasons recorded.
- c) In case of specialized work non-registered contractors may be considered after verification of their credentials like experience, turnover etc. due to non-availability of registered contractors with BDL.

The contractors shortlisted limited tenders shall be approved by CFA. The selection of tenders should be made based on Bid capacity, past experience and whose capabilities are well established and authenticated by:.

- i. ATA
- ii. User Department / Client

Where registered contractors are not available or where there are less than three contractors for a particular work in the registered list it may become necessary to select more agencies from the open market. In such cases offers may be obtained from the agencies selected from the market after the market survey or by contacting other PSUs or Govt. Departments or by referring to directories.

7.3 SINGLE/ NOMINATION/ PROPRIETARY TENDERS:

As far as possible, awarding work on nomination basis as Single Tender is to be avoided. However, in exceptional cases, work may be entrusted to a Contractor where work is to be executed with great speed in record time to safe guard the Company's interest. The reason for awarding such work specifically shall be brought out in Administrative approval for the perusal of the competent authority as per DOP.

- a) Single tender shall generally be issued to a registered contractor or specialist agency. The rates adopted shall be Term Contract (TC) Rates and / or Market Rates. In which case full justification with analysis of the rates shall be submitted, if tender rates of accepted contracts are taken, then it will be ensured that they are not High Freak Rates.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 57 of 459

CHAPTER – 7 CLASSIFICATION OF TENDERS

- b) Award of work by single tender basis can be made to agencies like govt. institution, non-profit organizations involved in providing consultancy services, regulatory and statutory guidelines services as per the mandatory requirements stipulated by the respective ministries of Govt.

7.4 RESTRICTED TENDER:

- a) Restricted tender system may be adopted for all works where estimated cost is less than Rs.50 Lakhs in the following cases by inviting tenders only from some of the registered/identified agencies by two bid systems.
- In absence of list of registered agencies for relevant works.
 - Where there are less than three contractors for a particular work .
 - The work is required to be executed with great speed which only a few contractors are in a position to carry out.
 - Where the work is of special nature requiring specialized equipment / skill which is not likely to be available with all contractors.
 - Where the work is of secret and public announcement is not desirable.

7.5 RELAXATION TO TENDERING:

For Works above Rs. 50. Lakhs, where required due to reasons recorded, with approval of CFA may relax the requirement of press advertisement of tenders. The deviation shall be approved by an authority one grade above CFA.

In such cases, Limited / restricted and short notice tenders should, as far as possible be called for from all the Contractors on the list as well as all other possible sources.

7.6 GLOBAL TENDER ENQUIRY (GTE):

It is similar to open tenders through press advertisement and a provision for payment in foreign currency through a Letter of Credit (LC). It is aimed at inviting participation foreign firms also. In addition to publishing enquiries in e-portal, the tender enquiry should be circulated to Indian Embassies in relevant countries and Embassies of those countries in India. GTE tender document must be in ENGLISH.

No Global Tender Enquiry shall be invited whose estimated budget is up to Rs. 200 crores or such limit as may be prescribed by MoD / MoF. GTE clearance is to be obtained from MoD where it is exceptionally required to invite foreign bidding and it may be recorded, its detailed justification and seek prior approval for relaxation. For the estimated cost above Rs. 200 crore, Global Tender Enquiry can be issued only after ascertaining no Indian contractor is found.

7.7 Modal Tender Document for Civil Works is kept at **Annexure-Y**, which is to be considered while tendering with relevant information in respect to subject requirements.

7.7.1 Special conditions and BoQ requirement are to be as per subject requirement.



CHAPTER – 8

CLASSIFICATION OF CONTRACTS

8.1 TYPE OF CONTRACTS:

- a) Item Rate Contract.
- b) Term Contracts.
- c) Percentage rate Contract.
- d) Labour Contracts.
- e) Lump sum Contract.
- h) Composite Contract.
- i) Turnkey Contracts.

a) ITEM RATE CONTRACT:

As far as possible Tenders should be invited on item rate basis for which measurements shall be considered for payment.

These contracts may be concluded either by TWO/ THREE bid system or SINGLE bid system depending on the nature of work. However, the works costing more than Rs. 50.00 lakhs (approx.estimated amount put to tender to be considered) invariably shall be invited in TWO Bid system.

b) TERM CONTRACTS:

In a term contract rates for various items are fixed with / without quantities, which will be valid for a specific period. Term contracts can be entered into for attending to repairs and miscellaneous work of minor nature with a ceiling contract amount as fixed by Division for a definite period like One year / Two years. The value of each work under this contract shall not exceed Rs. 10 lakh each. It is allowed to establish two or more term contractors for alternate availability and for speedy execution simultaneously depending upon necessity. The advantage of entering into a term contract is that work can be ordered on the contractor any time during the period of the contract without having to call for quotations for each work.

When two or more agencies are required to be established for effective / speedy execution of work the Civil departments may at its discretion, distribute work among several Bidders and the offer made shall be valid for even such distribution of work. In case, the work is distributed among the Bidders, the volume of work to be entrusted will be proportional to the respective tender position.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 59 of 459

CHAPTER – 8 CLASSIFICATION OF CONTRACTS (Contd...)

To reduce risks in execution of contract for effective and completion at shorter period it is necessary to have multiple sources. In such cases the splitting of work order shall be indicated in the tender document as indicated in SR. After opening the price bids L2 and / or L3 vendors shall be called for negotiations or by sending a counter offer through mail / fax / letter to the bidders to accept L1 price. Work Order is split on the vendors as per planned splitting.

If L2 / L3 do not agree for L1 price and if it is essential to split the work orders on multiple sources, work order is recommended on L2 with difference in price not exceeding 5% with approval of FD.

Normally the ratio for splitting the quantity shall be as follows:

Two Sources 60:40 (L1:L2 ...) Three Sources 45:35:20 (L1:L2:L3 ...)

Four Sources 35:25:20:20(L1:L2:L3:L4 ...)

If the contractors other than L1 are not agreeing to the counter offer of L1 price by BDL then the quantity intended splitting shall be sourced from L1 contractor. Provided the L1 has no capacity constraints.

Note of Caution: Negotiation with L1 vendor should be done considering the quantity and the delivery schedules etc.

c) **PERCENTAGE RATE CONTRACT:**

The rates for all items are worked out and indicated in the tender by BDL. The contractors are required to quote their rates as a percentage of BDL rates, the tender should be based on the DSR and contractor should be asked to quote above or below the CPWD DSR. Specific items not included in DSR or required to be standardised may be added with BDL rates.

Consultancies may be finalised as percentage of total work however there has to be fixed upper limit for end payment in the contract. The tender should be based on the DSR and contractor should be asked to quote above or below the CPWD DSR. Specific items not included in DSR or required to be standardised may be added with BDL rates.

In case of e-reverse auction, the item rates are indicated a week prior to the auction the bidder and they are allowed to bid above or below the estimate rates.

d) **LABOUR CONTRACTS (will be handled by HR / Civil):**

Where the contractor is responsible for carrying out mainly labour intensive works. The contract is based on no. of man-days and based on minimum wages.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 60 of 459

CHAPTER – 8 CLASSIFICATION OF CONTRACTS (Contd...)

e) **LUMP SUM AMOUNT:**

Where the contractor agrees to execute the complete work in accordance with drawings / specification / requirements, for a fixed sum. Consultancy can also be awarded on lump sum cost basis which would be fixed for the work being executed.

f) **COMPOSITE CONTRACT:**

Contracts involving two or more type disciplines of work viz., Civil, Electrical, Fire Alarm, Air conditioning, Communication etc.

g) **TURNKEY CONTRACTS:**

Turnkey Contracts are specialized works where contract includes activities from sign to handing over". Specialized works for which in-house facilities are not available for design, estimation and drawing may also be invited as Turnkey Contracts. In such cases, Administrative Approval shall be obtained for CFA based on rough cost estimate. Turnkey contracts will generally be invited for specialized works like complicated steel structure, pre-stressed concrete structures, water / sewage treatment plants, lifts, air conditioning, specialized interior works, etc. Tenders for such works are normally issued only to selected firm who have facilities both in designs as well as execution.

- i. As against the normal practice of inviting tenders on the basis of BDL's designs, drawings and specifications, it is also contemplated to consider design and execution tenders being submitted by a specialist firms and to finalize contracts on the basis of such designs. The firms are required to furnish the design drawings and detailed specifications in addition to quoting a lump sum amount for the work / Rates and quantities including amount for each item of work to be executed.
- ii. The Agencies shall possess in-house designers for structural architectural, electrical and air conditioning designing etc., as per the stipulated scope of work. If the Agencies do not possess such facilities, they shall hire an external consultant / Architect who have executed similar nature of work. The credentials of such Consultant / Architect with their experience certificate are to be furnished along with the Tender Document.
- iii. To facilitate evaluation of the offers, the two bid system of tendering is envisaged. Technical & Financial evaluation of bids shall be carried out in accordance with the criteria set out in the Tender document and the proposed weightages for quality and cost shall be specified in the Tender document.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 61 of 459

CHAPTER – 8 CLASSIFICATION OF CONTRACTS (Contd...)

8.2 ENGAGEMENT OF DESIGN / TECHNICAL CONSULTANTS:

- a) Design / Technical Consultant may be appointed to establish design, estimation and drawing including Tender preparation to invite tender, under item Rate Contracts. Consultants shall also help BDL in supervision during execution of such contracts. However, the structural design made by the consultant shall be proof checked for structural stability wherever applicable by IIT / IISC / NIT/Osmania/ BITS etc.
- b) Necessity / Admin, approval for engaging consultant will be approved by CFA with estimated cost based on previous contracts / budgetary quotation for consultancy work. Approximate project cost for which consultancy is being sought may be indicated in tender notification. The bid for award of contract will be put up to CFA as per DOP.
- c) The following works would come under this classification.
 - i. Civil Engineering.
 - ii. Architects & Interior Decoration.
 - iii. Rehabilitation of structures.
 - iv. Public Health Engineering.
 - v. Electrical Engineering.
 - vi. Clean Room and HVAC.
 - vii. Fire fighting system.
 - viii. Low Voltages System (CCTV, Fire detector & Alarm, Access Control Computer Network etc.)
 - ix. Utilities.
 - x. Explosive Buildings.

The above consultancy services shall be finalized through open / limited tenders and the admin approval shall be obtained based on a budgetary quote obtained from reputed organization / institution / agency / Indian Institute of Architecture.

- a) GUIDELINES: Conflict of interest may be avoided while appointing consultant. The guidelines as decided by CVC to be kept in view while finalizing the contract for engaging consultants is enclosed at Annexure-L. The credentials of the agencies shall be obtained in case of limited tender during admin approval. Tenders shall be invited in Two Bid system as per the nature of the work for Limited / Open Tender. The technical bid shall comprise of document pertaining to pre-qualification criteria and same will be scrutinized. The agencies who meet the pre-qualification requirements will be short listed for the opening of price Bids. The consultant will then be selected on L1 basis.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 62 of 459

CHAPTER – 8 CLASSIFICATION OF CONTRACTS (Contd...)

- b) Alternatively a consultancy contract wherein design / architectural concepts are required at the conceptual stage can be finalized by inviting tenders in two bid system where in the technical bid apart from containing pre-qualification document would also comprise of their conceptual design and presentation.
- c) For works costing more than 5 Crore the consultancy shall be engaged through open tender. All other cases the tenders shall be limited to panel of consultancy system.

8.3 TECHNOLOGY & MANAGEMENT CONSULTANTS:

The following works would come under this classification:

- a) Facility Management.
- b) Quality, Energy, Environment & Safety Management including Audits.
- c) Water & Waste water Management including Audit.
- d) Solid Waste Management.
- e) Green Building.
- f) Gardening, Horticulture & Landscaping.
 - a) The above consultancy services may be appointed to advise BDL team & establish design concept, estimation and drawing including Tender preparation to invite Tender under Item Rate Contracts. Further, tenders / consultancy services shall be finalized as detailed under “Engagement of Design / Technical Consultants” “While appointing any consultant it should be ensured that conflict of interest does not arise and the guidelines of CVC etc. are complied with.
 - b) The above consultancy services shall be finalized through open / limited tenders and the admin approval shall be obtained based on a budgetary quote obtained from an organization / institution / agency.
 - c) When works costing more than 5 Crores the consultancy shall be engaged through open tendering. In all other cases the tenders are limited to panel of consultants. In case the panel of consultants are not adequate, restricted tendering may be adopted.

8.4 PROJECT MANAGEMENT CONSULTANTS:

- a) The consultancy services shall be finalized through open / limited tenders and the admin approval shall be obtained based on a budgetary quote obtained from an organization / institution / agency.
- b) The credentials of the agencies shall be obtained in case of limited tender during admin approval. Tenders shall be invited in Two Bid system as per the nature of the work

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 63 of 459

CHAPTER – 8 CLASSIFICATION OF CONTRACTS (Contd...)

for Limited / Open Tender. The technical bid shall comprise of document pertaining to pre-qualification criteria and same will be scrutinized. The agencies who meet the pre-qualification requirements will be short listed for the opening of price Bids. The consultant will then be selected on L1 basis.

- c) Project management consultant (PMC) shall closely monitor the work of the contractor and act as a representative of the client. PMC shall ensure that all contract obligations between the contractor and the client are fulfilled including quality assurance requirements. PMC shall monitor the progress of work on day to day basis and report to the Engineer-in-charge (EIC) and other stake holders defined in the contract with PMC. PMC shall report the issues raised by contractor along with a suitable suggestion to resolve the issue, to EIC with a copy to Head of the Department (HOD).
- d) PMC shall conduct weekly review meeting with contractor in presence of EIC and prepare project progress report which shall include schedule and cost variance to the plan. Any variance PMC shall suggest suitable solution to ensure the project scope, schedule and quality are met. The report has to be submitted duly signed by contractor & EIC along with PMC to HOD.
- e) Any issue which is not resolved within a week's time after reporting by PMC the issue shall be reported to HOD, ATA & Divisional Head. PMC shall submit duly filled quality reports submitted by contractor or tested on behalf of BDL at a designated agency or tested by 3rd party quality consultant appointed by BDL. PMC should alert HOD and EIC in advance or in time especially about scope creep (substantial change in specification & quantity cost implication) and delay in completion of work.
- f) PMC shall translate drawings provided by the design consultant duly wetted by BDL or issued by BDL into the physical form through the efforts of contractor(s) appointed by BDL. PMC shall actively involve in coordination with design consultant during the design phase and contractor during execution phase. The work shall include all aspects of construction like CIVIL, ELECTRICAL etc
- g) Any discrepancy in drawings shall be noted and detailed by the PMC well in advance without causing any delay. The total monitoring by PMC shall be based on project plan prepared using software like MS Project, Primavera, etc. The PMC shall include in all its reports the progress on critical path without fail.
- h) The projection of men, material & machinery shall be done by PMC as and when required as per the site conditions and it shall be part of weekly meetings.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 64 of 459

CHAPTER – 8 CLASSIFICATION OF CONTRACTS (Contd...)

8.5 SERVICE CONTRACTS:

The Service Contracts namely General & Engineering Services where Four – M (Man, machine, methods & material) concepts are involved shall be finalized as per guidelines below. These contracts may be invited on Fixed Rate basis providing adequate requirements based on Comprehensive Service Contract (CSC) concept to meet Service of BDL as per the nature of required services.

- a) The estimates for the purpose of administrative approval shall be based on budgetary quote form one or more reputed agencies. The estimate shall include training of personnel to be engaged in the work, supervision of work, materials, labour and equipments / machineries / tools etc required to achieve the SLM for the work.
- b) The tendering for these services shall be invited through open / limited tendering either in two bid system or single bid system based on the nature of work. The tender documents shall comprise of all the service parameters to be meet and the method of certification.
- c) The tender document should specify a clause that if agreed service parameters are not met with during the period of contract based on continuous evaluation by Engineer-in-Charge the contract can be terminated. Notices shall be served for improvement in their service by the Engineer-in-Charge and if the agency / contractor does not show any improvement in their service level during the period of observation as determined by Engineer-in-Charge, then the contract can be terminated after serving three consecutive notices without any loss of time. Retendering is done in such cases.
- d) The finalization of above service should be done within a reasonable period.

8.6 PROOF CHECKING OF DESIGNS:

- a) The Proof checking of Designs shall be resorted to for works where in-house facilities are not available.
- b) Tenders on receipt should be thoroughly scrutinized technically in accordance with the good Engineering practice with a view to ensure that the bids are structurally sound. Economical and meet the user's requirement in all respects.
- c) The designs should be got proof – checked by the ATA by seeking the services of a reputed independent organization in India on award of work. The following organizations are undertaking such proof checking.
 - i. Structural Engineering Research Centre (SERC) – Roorkee.
 - ii. Construction Industries Development Council – Delhi.
 - iii. Central Building Research Centre.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 65 of 459

CHAPTER – 8 CLASSIFICATION OF CONTRACTS (Contd...)

- iv. Indian Institute of Technology (IIT).
- v. Indian Institute of Science – Bangalore (IISc).
- vi. National Institute of Technology (NIT)
- vii. National Academy of Construction, Hyderabad. Etc.
- viii. College of Engineering, Osmania University-Hyderabad.
- ix. Birla Institute of technology and Science - Hyderabad and Pilani.

8.7 PAYMENT TERMS TO CONSULTANTS:

- a) Payment may be made in fixed cost mode or percentage of the estimate of work being designed or consulted for.
- b) In case the payment is percentage basis on the estimated work it shall be ensured that, the total cost of the project and maximum fees payable to the consultant / Architect shall be stipulated in the agreement. The consultant / Architect's fee shall have a maximum ceiling limit stipulated in the agreement though the cost of the project may increase.
- c) High cost features, if any shall be finalized by consultant / Architect after detailed justification and all efforts shall be made to limit the same to the quantity / scope stipulated in the contract agreement.
- d) PMC shall be paid on milestone basis with final payment of 20% payable on completion of work and engineering-in-Charge issuing work completion certificate / forwarding final bill of the contractor as the primary purpose of PMC is to ensure timely completion of project / work. However in case of circumstance beyond the control of PMC the project gets delayed the PMC shall be suitably compensated for manpower deployed without profit margins.

8.8 EVALUATION OF CONSULTANTS, ARCHITECTS & AUDITORS

8.8.1 Selection of Consultants / Service Providers

Since the quality and scope of a consultancy assignment are not tangibly identifiable and consistently measurable, the technical and financial capability of consultants becomes an important though indirect determinant for quality and scope of performance. In such a situation Value for Money (VfM) is achieved by encouraging wide and open competition among equally competent consultant. Thus, selection of consultants, is normally done in a two stage process. In the first stage, likely capable sources are shortlisted, if need be through an 'Expression of Interest' (EoI) through advertisement. On the basis of responses received, consultants meeting the relevant qualification and experience requirements for the given assignment are shortlisted for further consideration. The shortlist should

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 66 of 459

CHAPTER – 8 CLASSIFICATION OF CONTRACTS (Contd...)

include a sufficient number, not fewer than three (3) and not more than eight (8) eligible firms. In the second stage, the shortlisted consultants are invited to submit their technical and financial (RFP) bids. Evaluation of the technical bid is carried out by evaluators without access to the financial part of the bid. Financial bids are opened after evaluation of quality.

The relative importance of Quality and Price aspects may vary from assignment to assignment depending on complexities/criticality of quality requirements, internal capability of BDL to engage and supervise the assignment as well as the value of procurements. Hence different systems of selection of consultants/service providers are designed to achieve appropriate relative importance (weightage) of Quality and Price aspects. Decision on system of selection is normally preceded by an assessment of the capacity of the user to engage and supervise the implementation of proposed assignment. The selection method chosen depends to some extent on this assessment. The selection method chosen for selection of consultants / service providers should also take into account the likely field of bidders.

Unlike Procurement of Consultancy Services, procurement of other services is done by a simpler process akin to those of Procurement of Works and Works. In procurement of other (Non-consultancy) services normally system of selection used is lowest price (L-1) basis as in procurement of Works/ Works for technically responsive offers. Under very special circumstances Single Source Selection may also be used. However, in highly technical and complex services, where quality is important, QCBS system is used.

8.8.2 Quality and Cost Based Selection (QCBS)

In QCBS selection, minimum qualifying marks (normally 70-80 (Seventy – Eighty) out of maximum 100 (Hundred) marks) as benchmark for quality of the technical bid will be prescribed and indicated in the RFP along with a scheme for allotting marks for various technical criteria/attributes. During evaluation of technical bid, quality score is assigned out of the maximum 100 (Hundred) marks, to each of the responsive bids, as per the scheme laid down in the RFP. The consultants/service providers who are qualifying as per the technical evaluation criteria are considered as technically responsive and the rest would be considered technically non-responsive and would be dropped from the list. Financial bids are then opened for only eligible and responsive offers and other financial offers are returned unopened to bidders. The financial bids are also given cost-score based on relative ranking of prices, with 100 (Hundred) marks for the lowest and pro-rated lower marks for higher priced offers. The total score shall be obtained by weighting the quality and cost scores and adding them. The weight given to the technical score may not be confused with the minimum qualifying technical score (though they may in some case be equal). For example, the weightage given to cost score may be 30% (Thirty per cent) and technical score may be given weightage of 70% (Seventy per cent, but should never be more than 80%). The ratio of weightages for cost and technical score could also be 40:60 (Forty:Sixty) or 50:50 (Fifty:Fifty) etc. However, the weight for the “cost” shall be chosen taking into account the complexity of the assignment and the relative importance of quality. The proposed weightings for

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 67 of 459

CHAPTER – 8 CLASSIFICATION OF CONTRACTS (Contd...)

quality and cost shall be specified in the RfP. The firm obtaining the highest total score shall be selected. It may be noted that theoretically QCBS system with weight of 100% (Hundred per cent) for the 'cost' approximates the price based LCS system. In Finance Ministry's 2006 'Manual of Policies and Procedure of Employment of Consultants', this is called CQCCBS, which is not the generally prevalent nomenclature. This method of selection shall be used for highly technically complex and critical assignments where it is justifiable to pay appropriately higher price for higher quality of bid. Below table provides a suggestive weightage for QCBS.

A suggestive weighting of scores for QCBS

Description	Remarks	Quality/Cost Score Weighting (%) in QCBS
High complex/downstream consequences/specialised assignments	Use QCBS with higher technical weightage	80/20
Moderate complexity	Majority of cases will follow this range	75-65/35-25
Assignments of a standard or routine nature such as auditors/ procurement agents handling the procurement	Use of LCS is appropriate	60-50/40-50

8.8.3 Direct Selection:

Single Source Selection (SSS)

Under some special circumstances, it may become necessary to select a particular consultant/service provider where adequate justification is available for such single source selection in the context of the overall interest of BDL. In Finance Ministry's 'Manual of Policies and Procedure of Employment of Consultants', this is called 'Selection through Direct Negotiations', which is not the generally prevalent nomenclature. The selection by SSS/nomination is permissible under exceptional circumstances such as: i) tasks that represent a natural continuation of previous work carried out by the firm; ii) in case of an emergency situation, situations arising after natural disasters, situations where timely completion of the assignment is of utmost importance; iii) situations where execution of the assignment may involve use of proprietary techniques or only one consultant has requisite expertise; iv) At times, other PSUs or Government Organizations are used to provide technical expertise. It is possible to use the expertise of such institutions on a SSS basis; v) Under some special circumstances, it may become necessary to select a particular consultant where adequate justification is available for such single-source selection in the context of the overall interest of the Ministry or Department. Full justification for single source selection should be recorded in the file and approval of the competent authority obtained before resorting to such single source selection. BDL shall ensure fairness and equity and shall have a procedure in place to ensure that: a) the prices are reasonable and consistent with

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 68 of 459

CHAPTER – 8 CLASSIFICATION OF CONTRACTS (Contd...)

market rates for tasks of a similar nature; and b) the required consultancy services are not split into smaller sized procurement.

8.8.4 Consultants, service providers and Governance Issues

Types of consultants/ service providers

The term consultants/ service providers includes a wide variety of private and public entities, including Consultancy firms, engineering firms, Architectural Firms/ consultants, construction management firms, management firms, procurement agents, inspection agents, auditors, investment and merchant bankers, universities/ educational institutions, research institutions, government agencies, nongovernmental organizations (NGOs) and individuals/experts or their joint ventures. These can be grouped as:

8.8.4.1 Consortium of consultants/ service providers

In large and complex assignments consultants/ service providers may associate with each other to form a consortium to complement their respective areas of expertise, to increase the technical responsiveness of their bid, and make larger pools of experts available or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The consortium may take the form of a Joint Venture (JV) or a sub consultancy. In case of a JV, all members of the JV shall sign the contract and shall be jointly and severally liable for the entire assignment. After the short list is finalised, and the Request for Proposal (RfP) is issued, any association in the form of a JV or sub consultancy among the short-listed firms shall be permissible in accordance with provisions stated in the RfP. Under such circumstance, one of the shortlisted consultants/ service providers must become the lead member of the consortium. BDL only deals with the lead member of consortiums for all the purposes. Bid documents should clearly specify whether JVs are allowed to bid (in case of complex and large assignments, say above certain values (say - Rs. 5 (Rupees five) crore). Maximum number of partners in JV shall be limited (say – three). In case JVs are permitted to bid, it should be clarified what qualifications are to be collectively (clubbed together) met by the JV partners (say experience of particular consultancy, Financial Turnover etc) and what each partner has to individually and separately meet (financial soundness). In this case it should also be specified that each partner should meet at least 25% (and the lead partner at least 50%) out of the qualifying limit in case of experience of particular consultancy and financial turnover, if any.

Conflicting Association: A firm shall submit only one bid, either individually or as a JV partner in another bid. If a firm, including a JV partner, submits or participates in more than one bid, all such bids shall be disqualified. This does not, however, preclude a firm from participating as a sub-consultant or an individual consultant to participate as a team member in more than one bid when circumstances justify but only if permitted by the RfP document.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 69 of 459

CHAPTER – 8 CLASSIFICATION OF CONTRACTS (Contd...)

8.8.4.2 Consultancy or Service Providing Firms

The main source of consultants and service providers is Consultancy or Service providing firms of diverse specializations that provide teams to Clients. These firms provide project preparation services, project implementation supervision services, training, advisory services, and policy guidance. Such firms are normally classified as either international – firms that have international experience and are capable of undertaking work at international level at international rates; or national – firms that may not have international exposure and normally undertake assignments only within that country, usually at significantly lower rates.

8.8.4.3 Individual consultants/ service providers

Individual consultants or service providers are recruited for similar activities as Consultancy/ Service providing firms when a full team is not considered necessary. They may be independent experts not permanently associated with any particular firm, or they may be employees of a firm recruited on an individual basis. They may also be employees of an agency, institution, or university. They are normally recruited for project implementation supervision, training, provision of specific expert advice on a highly technical subject, policy guidance, special studies, compliance supervision, or implementation monitoring. Individual consultants/ service providers are not normally recruited for project preparation unless the proposed project is simple and, generally, a repeat of an already established and successful project. If more than three experts are required, then the assignment should normally be undertaken by a team from a firm. As with firms, individual consultants/ service providers are classed as either international or national, depending on their level of expertise and their international experience and exposure.

8.8.4.4 Specialized Agencies and Institutions

Specialized agencies or institutions (including Government/ Semi-Government agencies, universities and professional institutions) may also from time to time be recruited to provide Consultancy/ other services. These services may be provided by individuals (as discussed above) or by teams. Nonetheless, there are at times distinct advantages to using such agencies. Experts and teams from such agencies and institutions may undertake a variety of roles across the whole field of possible Consultancy and other services. These may range from project preparation through project supervision and policy advice to project benefit monitoring and evaluation.

8.8.4.5 Non-governmental Organizations (NGO)

There may be distinct advantage in use of Nongovernmental organizations (NGOs) in Projects which emphasize experience in community participation and in-depth local knowledge – for example, Projects related to Corporate Social Responsibility (CSR).

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 70 of 459

CHAPTER – 8 CLASSIFICATION OF CONTRACTS (Contd...)

8.8.5.6 Retired Government Servant

Rule 177 of GFR, 2017, says that the consulting services do not include direct engagement of retired Government servants. They should not be engaged against regular vacant posts as consultant under this rule. Retired Government servants can be engaged only for the specific task and for specific duration as consultant. They should be assigned clear output related goals.

8.8.5 Code of Integrity for Public Procurement (CIPP)

8.8.5.1 Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of BDL and the bidders/ suppliers/ contractors/ consultants/ service providers involved in procurement process must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring officials may be asked to sign declarations to this effect periodically and in various Procurement decisions (including Need Assessment). The bidders/ suppliers/ contractors/ consultants/ service providers should be asked to sign a declaration for abiding by a Code of Integrity for Public Procurement in vendor registration applications and in bid documents, with a warning that, in case of any transgression of this code, its name is not only liable to be removed from the list of registered suppliers/ contractors/ consultants/ service providers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

8.8.5.2 Code of Integrity for Public Procurement: Procuring authorities as well as bidders, suppliers, contractors and consultants/ service providers should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the BDL, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 71 of 459

CHAPTER – 8 CLASSIFICATION OF CONTRACTS (Contd...)

- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of BDL who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the BDL with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice”**: materially impede, the BDL investigates into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the BDL’s rights of audit or access to information.

8.8.5.3 Conflict of Interest in case of consultants

- i) The consultant is required to provide professional, objective, and impartial advice, at all times holding the BDL’s interests paramount, strictly avoiding conflicts with other assignments or his/its own corporate interests, and acting without any consideration for future work.
- ii) The consultant has an obligation to disclose to the BDL any situation of actual or potential conflict that impacts its/his capacity to serve the best interest of its client/BDL. Failure to disclose such situations may lead to the disqualification of the consultant or termination of its/his contract during execution of the assignment.
- iii) Without limitation on the generality of the foregoing, and unless stated otherwise in the data sheet for the RfP document, the consultant shall not be hired under the circumstances set forth below:
 - a) **Conflicting activities**: a firm that has been engaged by the client to provide works, works, or non-consultancy services for a project, or any of its affiliates, shall be disqualified from providing Consultancy service resulting from or directly related to those works, works, or non-Consultancy services. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 72 of 459

CHAPTER – 8 CLASSIFICATION OF CONTRACTS (Contd...)

works or works or no consultancy services resulting from or directly related to the consultancy services for such preparation or implementation,

- b) **Conflicting assignments:** Consultants (including its experts and sub - consultants) or any of their affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultant for the same or for another BDL; and
- c) **Conflicting relationships:** A consultant (including its/his experts and sub-consultants) that has a close business or family relationship with a professional staff of the BDL who are directly or indirectly involved in any part of: (i) the preparation of ToR for the assignment; (ii) selection process for the contract; or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and execution of the contract.

8.8.5.4 Unfair Competitive Advantage in case of consultants

Fairness and transparency in the selection process require that the consultants or their affiliates competing for a specific assignment do not derive an unfair competitive advantage from having provided consultancy services related to the assignment in question. Such unfair competitive advantage is best avoided by full transparency and by providing equal opportunity so that all firms or individuals interested or involved have full information about a service assignment and its nature, scope, and background information. To that end, the request for proposals and all information would be made available to all short listed consultants simultaneously.

8.8.5.5 Obligations for Proactive Disclosures

- i) BDL as well as contractors and consultants/ service providers, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by BDL. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 73 of 459

CHAPTER – 8 CLASSIFICATION OF CONTRACTS

evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidders' actions in the tender and subsequent contract.

8.8.5.6 Punitive Provisions:

Without prejudice to and in addition to the rights of the BDL to other penal provisions as per the bid documents or contract, if BDL comes to a conclusion that a (prospective) bidder/contractor/ Supplier/ consultant/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, BDL may take appropriate measures including one or more of the following:

- i) if his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security
 - b) calling off of any pre-contract negotiations, and
 - c) rejection and exclusion of the bidder from the procurement process
- ii) if a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the BDL
 - b) Forfeiture or encashment of any other security or bond relating to the procurement
 - c) Recovery of payments made by the BDL along with interest thereon at the prevailing rate
- iii) Provisions in addition to above:
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the BDL for a period not less than one year
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible

8.9 Modal Tender Document for Engaging Civil Consultants is kept at **Annexure-L**, which is to be considered while tendering with relevant information in respect to subject requirements.

Special conditions and BoQ requirement are to be as per subject requirement.



CHAPTER – 9

EARNEST MONEY DEPOSIT & SECURITY DEPOSIT

9.1 EARNEST MONEY:

- a) The amount of Earnest Money which a Contractor shall deposit along with the tender equal to an amount of 1% of the approx. estimated amount put to tender.
- b) The amount of Earnest Money which a Consultant / Architect shall deposit along with the tender shall be equal to an amount as listed below:

Sl.No.	Project Cost	EMD Amount Rs.
1	Up to Rs.50 L	5000/-
2	Rs.50L to Rs. 500L	20,000/-
3	Rs.500 L to Rs. 1,500L	50,000/-
4	Rs1500 L to Rs. 2,500L	1,00,000/-
5	Above Rs.2,500 L	1,50,000/-

- c) The earnest money may be accepted in the form of Banker's Cheque / Pay order / Demand Draft from scheduled Bank / Nationalised Bank or through online payment into BDL's account as per tender document.

9.1.1 Tender shall be considered as invalid and rejected if it does not accompany the appropriate earnest money deposit in the prescribed mode.

9.1.2 Bidders whose bids are disqualified / rejected in pre-qualification or technical bid stage EMD shall be returned at that stage. The EMD of all qualified bidders, except L1 bidder or the bids wherein the order is likely to be split like L1, L2 etc, shall be returned on conclusion of the tendering process. EMD of successful bidder shall be adjusted as Security Deposit.

9.1.3 In case the bid is not concluded within 120 days of last date of tender submission EMD shall be returned to all bidders. If bid is concluded without EMD with BDL, the successful bidder shall be asked to submit initial security deposit at the rate and within the time period prescribed in tender document.

9.1.4 EMD deposited by the Bidder shall not bear any interest to the bidders.

9.2 SECURITY DEPOSIT (SD):

The successful bidder will have to deposit immediately on, placement of order, towards SD by way of Insurance Surety Bonds, Online Payment / Demand Draft / Bankers Cheque / Bank Guarantee from a Commercial Bank meeting the Capital Adequacy Norms and not placed under Prompt Corrective Action (PCA) framework by Reserve Bank of India (RBI), for 3% of the order value. However, Nationalized Commercial Banks are exempted from meeting the criteria of Capital Adequacy and PCA norms imposed by RBI. SD shall be included in all tenders where EMD is sought or other tenders wherever

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 75 of 459

CHAPTER – 9 EARNEST MONEY DEPOSIT & SECURITY DEPOSIT

required. This condition shall be specifically mentioned in terms and conditions wherever applicable. The SD shall be included while procuring Capital items and other items where BDL wants to enforce performance of the bidder, which is also called as performance guarantee.

9.3 INTEGRITY PACT (IP):

The Integrity Pact agreement is to be executed by the Contractor for Estimate value of Civil Works costing more than Rs. 2 Crores and same to be indicated in NIT. The format for Integrity Pact to be followed as applicable at the time of issue of Tender notice.

9.4 HANDLING OF BANK GUARANTEE:

- a) The Bank guarantees are received against Security Deposit or against any advance given shall be submitted to Finance for verification and safe custody. Security Deposit shall be obtained in the standard format.
- b) BG shall be collected for an amount of 110% of advanced paid.
- c) A clause may be incorporated in the tender documents to the effect that whenever a contractor / supplier / vendor fails to supply the store within the delivery period of the contract or fails to complete the work by due date of completion of the contract, wherein Bank Guarantee has been furnished for Security Deposit, the extension of period of delay / completion will automatically be taken as agreement for getting the Bank Guarantee extended.
- d) The Bank Guarantee shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the agreement / contract have been fully and properly met by the said contractor (s).
- e) A suitable clause to be provided in tender document for agency to extend the bank guarantee in case of extension of contract period.
- f) The bank guarantee should be on Non – Judicial Stamp Papers.
- g) The original bank guarantee submitted by the contractor / bank should remain in the safe custody of Finance Department of respective Divisions, till the entire work / contract is implemented and all issues have been handled.
- h) However, the bank guarantee should not be detained / retained beyond the required period.
- i) The Bank Guarantees issued by Nationalized / Scheduled Banks in India will be acceptable. (Format is at Annexure-P).
- j) Respective Divisional finance shall obtain confirmation of the BG provided by the Contractor.

9.5 ENCASHMENT OF BANK GUARANTEE:

BDL shall have full rights whatsoever to en-cash any Bank Guarantee executed under the contract at any time during the validity of the guarantee without consent from the contractor and the Contractor shall have no right or claim what so ever in this regard.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 76 of 459

CHAPTER – 10

INVITATION TO TENDERS

10.1 DESPATCH OF TENDER NOTICE AND RECEIPT OF TENDERS IN CASES OTHER THAN OPEN TENDERS.

- a) The tenders being processed in manual mode the tenders shall be sent by Speed Post/ Tender Documents may be issued by Hand with prior approval of the ATA and ratification by CFA in urgent tenders where due date is less than three days.
- b) e-tendering is done through e-procurement mode except tenders below Rs. 5 Lakhs.

10.2 TENDER NOTICES:

A draft tender notice must be prepared for each work on the standard notice inviting tender format duly approved by ATA. The approved text shall be kept in all concerned work files. Copy of the full page where the advertisement has appeared in any one newspaper shall also be kept in the concerned file.

10.3 AMOUNT PUT TO TENDER:

The approximate amount put to tender to be notified in the Tender Notice shall be estimated value as per administrative approval excluding contingency & supervision charges.

10.4 COST OF TENDER DOCUMENTS (in manual mode not in e-procurement):

Cost of tender documents shall be as given below:

ESTIMATED COST OF WORK		TENDER DOCUMENT FEE
Up to	Rs. 25 Lakhs	Rs. 500/-
Above	Rs. 25 Lakhs upto 50 Lakhs	Rs. 1000/-
Above	Rs. 50 Lakhs up to 200 Lakhs	Rs. 2000/-
Above	Rs. 200 Lakhs	Rs. 5000/-

In manual tenders, the tender documents are normally purchased however it can also be collected along with bid submitted in case of limited/ restricted tender. In cases of tenders less than Rs.5 Lakhs no tender fee shall be charged.

10.5 PUBLICITY OF TENDERS:

Open tenders with Press Advertisement & without Press Advertisement must be invited in the open and public manner possible by advertisement as under:

- a) By advertisement in English, Hindi and Regional Language newspapers for Tenders above Rs.50 Lakhs.
- b) In Company's website & in CPP Portal for Tenders above Rs.25 Lakhs.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 77 of 459

CHAPTER – 10 INVITATION TO TENDERS (Contd...)

- c) In addition, further publicity can be given by sending the advertisement matter to the concerned Local /Central Government & Public sector Undertakings for the Tenders above Rs.25 Lakhs.
- d) Website will provide e-procurement details by providing required data.
- e) For all open tenders, different envelops for pre-qualification criteria, techno-commercial and price bids may be resorted to. In case tenders are to be invited for different works, composite advertisement can be released to minimize expenditure in advertising. The pre-qualification criteria for each individual work shall be indicated separately. Once the advertisement is released, clubbing / splitting of tenders shall not be resorted to.

10.6 TIME DURATION FOR SUBMISSION OF TENDERS (TENDER DUE DATE):

For manual and e-tendering

Duration of submission of bid from the date of publishing of tender to last date of submission of bids shall be allowed as detailed below:

Global tenders 35 days.

Open tenders 28 days.

Limited tenders 10 days, if all the contractors are registered in e-procurement portal and are mapped by Civil executive while publishing the tender else 15 days.

Single tenders: Sufficient for the bidder to respond where, because of urgency, the Head of the Civil Department proposed to contact only one source, or to give a notice of less than the duration that of regular due date duration the Civil department shall obtain approval from the Divisional Head. The reasons for the urgency and for selecting a particular source and reduction in due date is to be recorded.

If required, the duration may be increased accordingly. The tenders should be kept open for downloading the documents just a day prior to the tender due date.

10.7 TENDER SPECIFICATIONS :

Following shall be ensured as per applicability while preparing the tender document

- a) Clear tender terms and conditions.
- b) Scope of work.
- c) Schedule.
- d) General Conditions of Contract (GCC) (for reference Annexure-AI)
- e) Bill of scheduled quantities.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 78 of 459

CHAPTER – 10 INVITATION TO TENDERS (Contd...)

- f) Integrity Pact (IP) wherever value is more than threshold value (for reference Annexure-N).
- g) Details of EMD and Tender fee.
- h) Site inspection and / or pre-bid meeting schedule.
- i) Contact details of the officer for providing clarifications.
- j) Bid submission procedures and due date.
- k) Any other conditions applicable.

10.8 PRE BID MEETING:

In case of works estimated to cost Rs. 1 Crore and above, a Pre-Bid Meeting should be held under the chairmanship of ATA about 15 days before the last Date of submission of Tender for clarification of any doubts of the prospective bidder on any conditions of the contract specifications etc.,

Clarification to the pre-bid meeting are to be decided by a committee under the Chairmanship of ATA including members from user and Finance. The minutes of the pre-bid committee shall be approved by the Divisional Head before hosting in e-procurement portal as addendum to enquiry.

Minutes of the meeting shall be circulated to all prospective bidders attending the meeting including hosting the same in portal for the benefit of the bidders who have not attended the Pre-Bid Meeting. In case of works costing less than Rs. 1 Crore, where necessary Pre-bid meeting may be held and the clause is included while putting up file for technical sanction.

Pre-Bid meeting may be conducted for specialized works of intricate/ complex nature or turnkey contracts or composite contracts.

10.9 EVALUATION CRITERIA:

It consists of essential criteria and the documents to be submitted for proving the eligibility of the contractor.

a) ESSENTIAL CRITERIA:

- i. **ANNUAL TURN-OVER:** Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the approx. estimated amount put to tender. They should have been active business in the last three years.
- ii. **EMD:** EMD of required amount in the form of Demand Draft/ Online transfer to BDL's account.
- iii. **INTEGRITY PACT (IP):** The Integrity Pact agreement is to be executed by the Contractor for Estimate value of Civil Works costing more than Rs. 2 Crores to be indicated in NIT. The format for Integrity Pact to be followed as applicable at the time of issue of Tender notice. The format is placed at Annexure-N.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 79 of 459

CHAPTER – 10 INVITATION TO TENDERS (Contd...)

- iv. **SOLVENCY:** The Solvency required will be 40% of the approx. estimated amount put to tender. The solvency certificate shall from a nationalized or scheduled bank and issued within a period 12 months from the final date of submission of tender.
- v. **EXPERIENCE:** Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
 - aa) Three similar completed works each costing not less than the amount equal to 40% of the approx. estimated amount put to tender.
 - Or
 - ab) Two similar completed works each costing not less than the amount equal to 50% of the approx. estimated amount put to tender.
 - Or
 - ac) One similar completed works costing not less than the amount equal to 80% of the approx. estimated amount put to tender.
 - Or
 - ad) In specialized works option (ac) alone can be considered with due justification & approval.

Note:

- a) The work shall be completed as a whole. Partial value / completion are not be considered.
- b) In case of experience certificate obtained from reputed organizations, the same shall be supported with TDS certificate, by the contractor in order to avoid fraudulent cases.
- c) The meaning of 'similar work' for the purpose of tender to be defined in Notice inviting Tender, (Refer the indicative proforma seeking the details of similar works at Annexure-O).
- d) In case of works combined with civil, electrical, utility services, the experience in similar nature of work shall include civil as well as electrical and utility services.

vii. ESI & PF CODE:

- a) **For Service Contracts:** Where ESI is applicable, the Service Contracts involving labour supply shall be awarded only to the agencies having their own ESI code where service is applicable. The PF ESI will be applicable as per HR directives. The Contract Labour Management of HR will be the Nodal agency for PF and ESI matters are concerned.
- b) **For Civil & Electrical Works:** The contractors are required to comply with the provisions of ESI & PF act. The contractor shall be required to Indemnify BDL for

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 80 of 459

CHAPTER – 10 INVITATION TO TENDERS (Contd...)

any liabilities arising on account of ESI & PF act as per the proforma at Annexure-M and same to be included in the tender document.

- viii. LICENSE:** License for execution of Electrical works and other specialized works from the concerned authorities / organizations bodies.

b) DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER:

- i. Constitution and legal status.
- ii. Registration with BDL / other organization if any.
- iii. Copy of PAN / General Index Register (GIR) No. Registration Certificate issued by Income Tax Authority.
- iv. Certificate of TIN Number.
- v. GST.
- vi. Income tax Returns for the last three years.
- vii. Annual turnover for the last three years duly certified by a Chartered Accountant.
- viii. For work costing more than Rs. 10.0 Crore additional details in respect of plant & machinery, Balance sheet for the last 3 years, over draft facility Bank statement may be sought out.
- ix. If registered as a Start-up, Contractor shall submit the certificate of registration to claim relaxation to condition of prior turnover and prior experience.

10.10 TWO BID SYSTEM OF TENDERING:

Whenever required TWO – Bid system of tendering should be followed. For distinct operation of the system of tendering, following broad categories are to be adopted for two – bid system.

- a) All works costing of Rs. 25.00 Lakhs and above or tenders where other than registered vendors of BDL are invited to participate.
- b) All works irrespective of its estimated cost wherein the technical requirements / specifications are not fully established such as for Water / effluent / sewerage treatment, overhead / underground water storage tank, structural restoration work, subsoil investigation / electrical / Mechanical / communication installation and re-conducting and similar specialized nature of works.
- c) All works irrespective of their estimated costs, which are based on Design and Execution package.
- d) All tenders for appointment of Architects / Design Consultants irrespective of value of estimated cost shall be invited in TWO – Bid system.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 81 of 459

CHAPTER – 10 INVITATION TO TENDERS (Contd...)

- e) Wherever required the two bid system can consist of Pre-qualification and price bid only. These tenders are tenders wherein technical requirements / specifications are fully established.

10.11 THREE BID SYSTEM:







- a) Expression of Interest: Expression of Interest will be invited for works which are specialized in nature through press advertisement.
- b) Expression of Interest / Registered notice / Tender Notice will be invited in leading newspapers from the intending Agencies who would like to participate in the Tendering process and screening of the Agencies based on the essential criteria as indicated in the Tender Notice and the selected agencies will only be issued with the Tender document in TWO BID system.

10.12 e-PROCUREMENT:

Electronic Procurement is the business-to-business or business-to-consumer or Business-to-government purchase and sale of supplies, work and services through the Internet as well as other information and networking systems, such as Electronic Data Interchange and Enterprise Resource Planning. e-procurement offers the benefits of greater transparency, wider geographical reach and lesser time of transaction and better pricing.

e-Procurement is done with a software application that includes features for supplier management and complex auctions. The new generation of e-procurement is now on-demand or a software-as-a-service.

e-Procurement includes various e-features such as:

-  e-Tendering
-  e-Reverse Auction
-  e-Payments
-  e- Sourcing
-  e- Catalogues
-  e-Billing / e- Invoices

10.12.1 e-TENDERING:

PREPARATION OF NOTICE INVITING TENDER (NIT):

Civil Department shall fill NIT as per standard format, inserting SAP generated enquiry number as tender reference number. Type of tendering is decided based on value and requirement as per Works Manual.

In case of Limited tenders, the list of contractors with contact details along with e-mail id are to be sent to Service Provider, for sending mails inviting them to participate in the tender and the contractors are mapped against the tender by the Civil Officer.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 82 of 459

CHAPTER – 10 INVITATION TO TENDERS (Contd...)

The necessary documents to be accessed by the vendor are uploaded in to e-procurement portal, by Civil Department. The typical lists of documents are provided below.

- a) Scope of work and requirements.
- b) Drawings and documents if any.
- c) Pre-qualification requirement if any.
- d) Relevant General terms and conditions.
- e) Special terms and conditions, if any like Integrity Pact etc.
- f) Price bid format.
- g) Details of EMD and tender fee.
- h) Schedule
- i) Schedule of quantities
- j) Site inspection and / or pre-bid meeting schedule.
- k) Contact details of Officer for providing clarification.
- l) Bid submission procedure and due date
- m) Any other conditions applicable

Civil Officer's contact details (Name of the Officer, Designation, Dept Name, Phone / Mobile no, Email ID) shall be provided in NIT.

10.12. 2 CREATION OF BIDDING FORMS & ENVELOPES:

The bidding forms shall be created based on the single bid / two bid system adopted. In case of single bid all the technical and price bid forms shall be in one envelop.

In case of two bid system the EMD and Tender fee, techno commercial and price bid envelops shall be separate. The techno commercial envelop shall contain separate terms and conditions confirmation form, special conditions confirmation form, technical confirmation form, commercial confirmation form, to verify compliance of the contractor. Wherever required contractor pre-qualification form shall be in a separate envelop.

The bidding forms shall be as detailed below

a) **CONTRACTOR PRE-QUALIFICATION :**

Contractor pre-qualification form shall have the provision to enter pre-qualification requirement criteria like past experience, turnover, proof of execution of similar works etc.. contractor pre-qualification shall be in a separate envelop.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 83 of 459

CHAPTER – 10 INVITATION TO TENDERS (Contd...)

b) EMD / TENDER FEE :

In case of tender where EMD and Tender fee is applicable the form shall contain the provision for contractor to enter the e-payment / DD submission details and upload the documents or exemption documents.

c) TECHNO COMMERCIAL:

Techno commercial forms shall contain provision for contractor to accept the general terms and conditions, specifications, special conditions, BoQ, taxes, delivery details, etc. along with provision to enter bidder remarks.

d) PRICE BID:

The price bid form shall have the provision to enter the price. This shall have the provision to encrypt with DSC. Wherever required, the bidder shall be given an opportunity to specify the currency in which they are quoting.

The provision for remarks shall be provided.

10.12.3 MAPPING OF BIDDER:

In case of Limited Tender Civil Department shall map the suitable contractors in e-procurement portal for the particular tender. It is necessary that the contractors are enrolled (new contractor registration) in e-procurement portal to enable them to be mapped. The contractors shall be encouraged by Civil Department and CC to enroll into e-procurement portal.

Normally access to tender is before login for Open / Global tenders and after login for limited tenders. Only contractors who have been mapped to the tender can access the limited tender. In case where it is required due to reasons approved by CFA, the Open / Global tenders can be created with a condition of access only after login. The access in such cases can be provided on payment of tender fee.

10.12.4 ENCRYPTION OF THE BID:

The encryption of the price bid is equivalent to a sealed cover in normal tendering. The encryption is done using public key of Civil Officer and at the time of opening the bids his private key is used to decrypt the price bid. This ensures confidentiality of the price quoted by the bidder until tenders are opened. This is done using DSC issued by Certifying Authority in India to the concerned Civil Officer.

10.12.5 PUBLISHING OF TENDER:

The tenders are published in e-procurement portal by concerned Civil Officer using DSC.

In case of Open / Global tenders the tenders are published in the newspapers as done in the manual mode. However, in case of Open / Global tenders, the amendments shall be published as corrigendum in the e- procurement portal only and not in newspapers. Necessary condition shall be incorporated in the terms and conditions / advertisement.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 84 of 459

CHAPTER – 10 INVITATION TO TENDERS (Contd...)

10.12.6 CONTRACTORS LOGIN:

Contractor's login and submission of tender is done using DSC which is acceptable as per Indian IT Act 2008 and amendments there on for the latest IT Act of Gol.

10.12.7 PRE-BID MEETING:

Pre-bid meeting shall be organised online or offline mode wherever required.

10.12.8 COMMITTEES: TENDER OPENING COMMITTEE (TOC):

Tender opening committee shall be formed before due date and details shall be entered into e-procurement portal. The committee shall have one finance member and one Civil member and normally it is a three member committee.

The committee shall open the bids using their DSCs and printouts shall be signed. All other procedures shall be followed as per manual mode. In case of Open / Global tenders, TOC will also share complete tender opening result with "sharing of individual technical bid chart" details with the bidders to enable the bidders to know who are their competitors and their technical information. However bidders will not be called for tender opening as done in manual mode.

On successful evaluation of Techno-Commercial Bid by TEC the price Bids shall be opened or e- Reverse auction is adopted on approval of CFA. Successful techno commercial bids are to be accepted in the portal, to open price bids. In case, price bids are opened, CST and price bids are printed and signed by TOC.

10.12.9 EXPRESSION OF INTEREST (EOI):

In certain cases EOI is published in the e-procurement portal. Evaluation of EOI can result in further tender on limited tender basis. EOI is given necessary publicity through advertisement etc.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 85 of 459

CHAPTER – 10 INVITATION TO TENDERS (Contd...)

10.12.10 STANDARD OPERATING PROCEDURES (SoP):

Detailed Standard Operating Procedures (SoP) is issued by CC on e-Procurement, which is placed at Appendix-3 below:

All those details not referred in this chapter or SoP have to be followed as per the manual system.

STANDARD OPERATING PROCEDURE FOR e-PROCUREMENT Appendix-3

S. No	Activity	Primary Responsibility	Secondary Responsibility
1	Acceptance of necessity, appropriation of funds, technical sanction.	Civil / User	MoD / CFA
2	Preparation of detailed estimate, scope of work, time period of completion etc.	Civil / User	MoD / CFA
3	Preparation of tender schedule and specifications, vendor evaluation criteria, pre-bid meeting.	Civil / User	Civil / User
4	Generation of Enquiry in SAP	Civil	Head Civil
5	Generation of Enquiry in SAP	Civil	Head Civil
6	Preparation of Tender Document	Civil	SP by providing Help desk for preparation and publishing.
	a) NIT to be Prepared with SAP generated Enquiry no. as Tender number - NIT to be filled as per standard format. - List of vendors with contact details along with e-mail in case of limited tenders to be send to SP.		
	b) Uploading of following documents as applicable. - Technical specifications and requirement. - Drawings and documents if any. - Pre-qualification requirement if any. - Relevant General terms and conditions. - Special terms and conditions, if any like Integrity Pact etc. - Price bid format. - Ensure that the bank details for RTGS/NEFT/e-Transfer of EMD & Tender fee are correctly specified in the tender document, along with mode of payment and details for online transfer of the fee.		
	Online transfer of EMD tender fee are to be done separately to be done by the bidder and the payment details are to be entered and receipt is to be uploaded in the e-procurement portal.		



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 86 of 459

STANDARD OPERATING PROCEDURE FOR e-PROCUREMENT

Appendix-3
Contd...

	Beneficiary Name: BHARAT DYNAMICS LIMITED Beneficiary Bank Name: UNION BANK OF INDIA Branch : BDL CAMPUS		
	Address of the Bank : BDL CAMPUS BRANCH, KANCHANBAGH, HYDERABAD – 500058 Contact Number of Bank: 040- 24587948, 7259 Bank A/c Number: 104531043010001 ACCOUNT Type: CURRENT ACCOUNT MICR Code (Beneficiary Branch): 500026165 IFSC Code (Beneficiary Branch): UBIN0810452 SWIFT CODE : UBININBBBDL Beneficiary Address (Corporate Office): BHARAT DYNAMICS LIMITED, Corporate Office, Plot No.38-39, TSFC Building (Near ICICI Towers), Financial District, Gachibowli, Hyderabad, Telangana-500032..		
	c) Bid withdrawal option to be provided		
7	The draft tender document to be sent to SP for verification.	Civil	Head Civil
8	Verification of tender document and confirm for publishing or suggest for any amendment.	SP	EP Cell
9	Publication of Tenders on e-portal after the clearance of SP with appropriate due dates for the tender. - A hard copy of NIT to be sent to Vigilance department.	Civil	SP
9A	Limited Tenders: - A soft copy of list of vendors to be sent to Corp Comml.	Civil	SP
	a) Send mail(s) to vendors with a copy to Civil and EP Cell based on the list sent by Civil	SP	EP Cell
	b) Ensure that the mails are sent to all the suggested vendor and print a copy as a record.	Civil	EP Cell
	c) Wrong email IDs shall be informed to Civil and EP cell by SP, for necessary corrective actions.	SP	Civil
	d) Follow up with vendors for submission of quotation within the due date and time.	Civil	HoD



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 87 of 459

STANDARD OPERATING PROCEDURE FOR e-PROCUREMENT

Appendix-3
Contd...

9B	Open Tenders: Publishing of the bid on e-portal after due verification by SP. Along with confirmation the details of tender numbers to be sent to CC for advertisement.	Civil	HoD
	a) Taking approval for Publishing Advertisements based on the estimates obtained from advertising agency.	CC	CFA
	b) Publishing of Tender Enquiry on e-portal.	Civil	CC
	c) The details of tenders (Open/Global) to be published in the News Papers and Central Public Procurement Portal with the help of ITD.	CC	ITD
	d) Copy of the advertisement shall be forwarded to Civil	CC	Civil
	e) Embassies of the countries with potential vendors shall be intimated about the Global Bid.	CC	Civil
	f) Known sources shall be informed about the advertisement.	Civil	HoD
10	Queries and Help Desk		
	a) All queries connected with bidding problems, vendor registration in e-portal etc. from the vendors shall be attended by SP.	SP	Civil
	b) Queries received by the Civil executives shall be attended by them with help of SP / EP cell.	Civil	SP/ EP cell.
	c) Technical queries are to be attended in writing by Civil to the bidder.	Civil	Indenter
	d) In case Limited tenders any Indian agent / representative of the foreign bidder or foreign bidder approaches BDL directly or through the service provider to allow the Indian agent / representative to bid or the tender. Authorisation letter for the principles may be sought and they may be allowed to participate in the tender by mapping their user id in the bid. This will enable them to participate in the bid.	Civil	SP
11	Amendments / Corrigendum		
	a) In case of any tender specifications / terms and conditions are amended due to the internal analysis or as result of query from bidder the corrigendum shall be published and tender last date shall be appropriately amended.	Civil	Indenter



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 88 of 459

STANDARD OPERATING PROCEDURE FOR e-PROCUREMENT

Appendix-3
Contd...

	b) In case of limited tender the details shall be informed to the bidders by mails. If bid is already submitted by the bidder then the bid withdrawal provision shall be provided on request of Civil by the SP to submit fresh bids.	SP	Civil
	c) In case of open/Global tender the details shall be informed to the bidders, who mapped, by mails. If required bid withdrawal provision shall be provided for the bid on request of Civil by the SP to submit fresh bids. (Note: Corrigendum shall not be published in News Paper)	SP	Civil
12	Pre-bid meeting		
	a) Pre-bid meeting with all vendors, If required. (Online / offline as indicated in NIT.)	Civil / SP	Indenter
	b) Open / Global tenders : Pre bid meeting will be conducted between 21 to 30 days (preferably)	Civil / SP	Indenter
	c) Limited tender : Pre bid meeting will be conducted between 7 to 12 days (preferably).	Civil / SP	Indenter
	d) Pre-bid meeting proceedings shall be recorded and MoM with Question & Answers without names of the bidders who sought the clarification to be prepared by Civil.	Civil	SP in case of online pre-bid meeting.
	e) All the vendors shall be Informed through online by way of corrigendum on the outcome of the pre-bid meeting.Extension of last date if any will also be considered at this stage.	Civil	SP
	f) All the bidders who mapped shall be informed about the Corrigendum through mail.	SP	Civil
13	Technical Evaluation Committee (TEC) TEC shall be formed when ever required, on approval of CFA preferably before opening of the bids.	Civil	HoD
14	Tender Opening Committee (TOC) Open / Global / Limited Tender: The Standing TOC consists of		
	i. Civil - executive whose public key is mapped. ii. Civil – member. iii. Divisional Finance.		



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 89 of 459

STANDARD OPERATING PROCEDURE FOR e-PROCUREMENT

Appendix-3
Contd...

	The TOC member details shall be uploaded in the portal by Civil. (If required the option of two out of three members should be present, may be availed for opening the bids). Standing committee is nominated by divisional head.	Civil	HoD
15	Opening of Bids		
	Limited / Open Tenders: If number of quotes received is only one / two, if there is possibility of obtaining further quotes, approval from divisional head to be obtained to publish corrigendum extending the date, before opening the bids. In all other cases, the tenders are to be opened at time specified in the tender document. Further the tenders are processed as per the relevant clauses of Works manual and DoP.	Civil	Indenter/ HoD
	a) In the tenders where EMD/ Tender Fee and / or PBG and / or Pre-qualification, are applicable the following steps are to be followed	CC	Civil
	i) The details of Physical form of EMD, Tender fee received by way of DDs along with PBGs received against a particular tender are compiled in to a table consisting of tender Number, Tender Id and is communicated to the Divisional Civil for onward transmission to TOC. In case of tenders where EMD, Tender fee and / or PBG are specified but, DD / BG have not been received physically at CC, "Nil" statement shall be submitted by CC to divisional Civil	CC	Civil
	ii) The DDs and / or IPBG and any other document pertaining to the tender received by CC are to be forwarded to Civil should duly acknowledge the same.	CC	Civil
	iii) In case of Global/Open Tenders, the technical bid (only) details are shared through the portal by selecting the option		
	aa) Share Complete Tender Opening Result with the bidder.		
	bb) Share Individual Chart. Note: Bidders neednot be called for the tender opening.		HoD



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 90 of 459

STANDARD OPERATING PROCEDURE FOR e-PROCUREMENT

Appendix-3
Contd...

16	Technical Evaluation	CC	
	a) Technical evaluation of the bids received based on the details of CST. If required TEC may discuss by calling the bidder / video conferencing with the bidders for clarification or visit the bidders place to compile the document and submit the final recommendation. Clarifications may be collected in writing wherever required.		Civil
	b) Approval of TEC recommendation shall be obtained from CFA along with approval to open price bids or to adopt e-reverse auction.		CFA
	c) The list of bidders shortlisted in Technical evaluation shall be intimated to all the bidders who have submitted their offer.		HoD
17	Opening of Price Bids		
	a) Price bids shall be opened, if applicable and print CST. (In case of Single bid system all the forms shall be opened together)	Civil	Civil
	b) The CST of the Price bid from the portal can be downloaded. Manual CST shall be prepared based on the complexity / requirement.	Civil	HoD
	c) Indenter / Civil shall recommends to order or for Price Negotiation or re-tender with approval of HoD. (In case of single bid the Indentor shall indicate the technical acceptance of the bids also)	Indenter / Civil	HoD
	d) Approval of CFA to conduct Price Negotiation and formation of PNC. / Re-tender / Order.	Civil	CFA
	e) Negotiation with the L1 party. (Note: Negotiations shall be held with L2 / L3 party if Division of patronage is planned / decided.)	PNC	Civil
18	e-Reverse Auction		
	a) If approval is given for e-Reverse auction Price bid to be opened.	Civil	ITD / CC
	b) Approval for base price fixation along with the decrement value by the TEC/ Committee/Indenter and for conducting e -Reverse Auction.	Civil	HoD



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 91 of 459

STANDARD OPERATING PROCEDURE FOR e-PROCUREMENT

Appendix-3
Contd...

	c) CC shall be informed for conducting e-Reverse Auction by providing the base price and decremental value.	Civil	HoD
	d) e-Reverse auction schedule shall be Communicated and required training of all technically short listed vendors for participating in E-reverse Auction, with details of items to be quoted/ included in landed cost at BDL stores.	ITD / SP	Civil
	e) Conducting e- Reverse Auction as per the schedule and finalise the L1 and submit the report to the IMM. (Note: In case e-reverse auction fails open price bids with approval of CFA)	ITD	SP
19	Ordering Process		
	a) Details of technically qualified bidders to be updated in SAP along with L1 party details.	Civil	HoD
	b) Approval of WO from CFA.	Civil	HoD
	c) Release of Work Order based on approved WO.	Civil	HoD
20	Three – bid System		
	a) Expression of Interest shall be published in newspapers and Government Portal with the help of ITD.	CC / Civil	Indenter
	b) The bids shall be opened and handed over to the TEC	TOC	Civil
	c) Evaluation of EOI and submission of shortlisted bidder for further action.	TEC	Civil
	d) Based on the recommendation further action shall be taken to process with approval of CFA.	Civil	Indentor
	e) Generalized specification with minimum, mandatory requirements shall be prepared to go for tendering through limited (shortlisted vendors) or open tender mode.		



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 92 of 459

STANDARD OPERATING PROCEDURE FOR e-PROCUREMENT

Appendix-3

Abbreviation:

CC	-	Corporate Commercial
SP	-	Service Provider
TOC	-	Tender Opening Committee
TEC	-	Tender Evaluation Committee
NIT	-	Notice Inviting Tender
HoD	-	Head of the Indenting Department
Head Civil	-	Head of Divisional Civil
EP cell	-	e-Procurement Cell
CFA	-	Competent Financial Authority

General Guidelines :

1. Details of vendors like vendor code, name, e-mail ID, of those who did not respond for the bid shall be forwarded to EP cell for necessary improvement process.
2. Wherever required, Civil shall fix the tender due date / opening date as 7 days (or as required) in the beginning and keep extending the date up to 21 days, with approval of Head Civil for Single / Limited Tender mode.
3. Whenever tender has to be re-floated the existing tender to be cancelled by communicating to SP with the intimation to EP Cell along with reason for cancellation.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 93 of 459

CHAPTER – 10 INVITATION TO TENDERS (Contd...)

10.12.12 e-REVERSE AUCTION :

If approval is given for e-Reverse auction, Price bids shall be opened. The contractors who are technically qualified shall only be eligible to participate for e-reverse auction on a specific date. contractor will be trained by the Service Provider before the auction and certificate to this effect is obtained from the contractors.

The start price & decremental value is decided by a committee which is to be approved by CFA. The reverse auction is conducted using the start price and decremental value. The L1 contractor is decided on conclusion of the auction. The terms and conditions are placed at Appendix-4 below:

Appendix-4

INSTRUCTIONS FOR E-REVERSE AUCTION (AS AN EXAMPLE)

REF:

Date:

1. Technically qualified contractors only will be eligible to participate for the proposed e-reverse auction.
2. M/s E-Procurement Technologies Ltd. (ETL) is the service provider who will provide all necessary mock training and assistance to the technically qualified contractors.
3. BDL and ETL are not responsible for any problems like internet connectivity problems, system problems, power failures, virus, typographical errors/mistakes in bidding values etc., during the auction. Contractors shall make alternate arrangements for continuous internet connectivity to cater to the exigency conditions.
4. The tender schedule with all terms and conditions are as informed to contractors by BDL.
5. BDL as a policy will not make any advance payment.
6. The participating contractors must have Digital Signature Certificate for participation in the e-reverse auction and shall use the Digital Signature for login.
7. Contractors will be assigned with a unique user name and password by ETL for login purpose and requested to change the password after first login.
8. The auction date is on _____
9. The normal auction timings are 2.00 PM to 3.00PM. The auction has an auto extension with an interval of 5 minutes after 3.00PM, subject to an active bid in the last 5 minutes i.e. auction will be extended up to 03.03 PM in case there is an active bid at 2.58 PM i.e. from 02.56 PM to 03.00 PM. The extensions will continue until the point where there are no active bids in the last 5 mins.
10. Bids once made cannot be cancelled / withdrawn.
11. Bharat Dynamics Limited (BDL) reserves the right to change auction date, auction timing, auction duration and also to cancel the e-reverse auction at any point of time (i.e. before, after or during the auction event) without assigning any reason. BDL also reserves the right to conduct the auction with available technically qualified trained contractors on the day of auction and to deny the request of contractor/s to post-pone/ pre-pone auction event due to pre-occupation of the contractor/s on the day of the auction event.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 94 of 459

CHAPTER – 10 INVITATION TO TENDERS

12. The issues with the bidding form if any during the auction event shall be brought to the notice of BDL with in fifteen minutes from the auction start time. The issues with bidding form if any, will not be considered after fifteen minutes from the start of auction time. The decision of BDL will be final in concluding the result of e-reverse auction. Example: The auction Start time is 2 PM the issues to be brought to the notice of BDL before 2.15 PM.
13. In the event of cancellation of auction event at any point of time, BDL may continue the auction event with revised timings, revised start and decrement values etc., with intimation to the contractors and may not await acceptance of contractors for re-conducting the event.
14. If no bid is received within the specified time, BDL at its discretion may decide to proceed with conventional mode of tendering or re-conducting the event.
15. The start price and decrement value is for Unit Quantity / Set / Package which will be indicated at the beginning of auction and will be visible to the contractors on the screen.
16. The contractor to quote less than the auction's start price or L1 bid amount which ever is less by one decrement value or multiples of decrement value

For Example: Start price = Rs. 50000 and decrement value= Rs. 500

The acceptable bids will be Rs. 49500, 49000, 48000, 44500 and the rejected bids will be Rs. 50000, 49600, 49700, 49800, and 44400

(Please note this point carefully during the mock training and in the live auction.)

17. Contractor can opt for auto bid only once during entire event. In case the value of the auction comes below the limit given in auto bid, manual mode to be used to continue participation in the auction. The software is designed for award of L1 status in the stipulated time and strictly on the value of the bid made at the instant of time.
18. The Successful Contractor (L1) of the event shall fax/e-mail a letter to BDL, on the Letter Head of the Organisation confirming the price quoted & readiness to execute the order as per agreed terms and conditions, immediately after completion of auction event.
19. Work Order will be placed on L1 contractor to execute the work.
20. Contractors are required to submit acceptance to the terms and conditions\modality given above before participating in the reverse auction.
21. The compliance form in the prescribed format provided by service provider shall be sent by fax and e- mail to M/s ETL and BDL. The contractors will not be eligible to participate in the e-reverse auction in the event of non-receipt of duly signed compliance form even though the contractors are technically qualified.
22. In case of any clarifications, contractors may contact ETL representative (Name) and phone number, BDL officer name and phone number for Techno-commercial queries.
23. Special Instructions:

10.13 TENDER EVALUATION:

Tender Evaluation criteria may be indicated upfront in the tender document. Any of the methods indicated in Tender Evaluation may be adopted based on the nature of the work / consultancy.



CHAPTER – 11

SCREENING & TECHNICAL EVALUATION OF TENDERS

11.1 TENDER EVALUATION COMMITTEE:

Tender Evaluation Committee shall be formed by CFA where two bid system is adopted. The composition of the committee shall be as follows in case of open tenders:

- a) ATA
- b) Civil representative
- c) User representative
- d) Any other member based on the nature of work, if required
- e) Any other member required may be co-opted.

The committee consists of minimum three members.

The committee shall evaluate pre-qualification bid, technical bid and recommend for suitable action at each stage. For limited tenders the concerned Civil officer shall evaluate the bids, unless a committee is necessary in view of complexity or composite tenders.

In case of Single bid tender the concerned Civil department shall evaluate bids.

11.2 PROCESSING OF TENDERS:

- i. The pre qualification of the bidder and techno-commercial evaluation of the bid are done by a committee or concerned Civil department. The bids which are accepted in pre qualification and techno –commercial evaluation are proposed for price bid opening and e-reverse auction.
- ii. In case of Price bid opening and order is proposed on L1 basis. In case negotiations reasons are to be recorded and they must in line with CVC guidelines.
- iii. In case the number of bidders are 3 and above e-reverse auction with BOQ with cost estimated displayed to bidders seven days before may be adopted with the approval of CFA.



CHAPTER – 12

TENDER OPENING

12.1 GENERAL PROCEDURE:

- a) The tenders will be opened by a standing tender opening committee with additional Civil member.
- b) Tenders are opened at the time specified in the tender document in case of manual tenders. The bids are opened in the presence of the contractors in case of manual “open” tenders.
- c) In case of e-Procurement the Tender Opening Committee shall use their DSCs to open the bids. The official whose DSC is used for uploading the tender shall be a member in the TOC. The contractors are not invited during tender opening however; the technical bids are shared to the contractors if felt necessary.
- d) The opening officers will sign with date on the envelopes and also initial on all pages of the tender documents and all enclosures including covering letter / drawings (if any) etc., submitted by the agencies and record their name and designation in the tender opening register. Similar system shall be followed in e-procurement also.
- e) The contractors shall be required to keep their offer valid up-to 120 days for open tenders and 90 days for limited tenders.
- f) The contractor can modify his bid before due date or submit revised bid and latest bid shall be considered valid. In case of e-Procurement, contractor is allowed to withdraw is bid and submit again.
- g) The rates quoted by various contractors shall be read by the tender opening officer in case of manual tenders. In case of e-procurement the technical bid & price bid shall be shared among the contractors.
- h) The names of the contractors / authorized representatives present at the time of opening of tenders shall be recorded in the Tender opening Register and got signed by the contractor / representative.
- i) An approved statement of tenders (Comparative Statement) based on quotations will be drawn up and signed by Civil Department.
- j) It should be made clear to the contractors at the time of opening tenders and announcing the rate / amount that the same are subject to check by BDL, based on the arithmetical calculation of quantity, rate and total.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 97 of 459

CHAPTER – 12 TENDER OPENING (Contd...)

12.2 MANUAL TENDERS:

All tenders submitted to BDL should be in sealed envelope indicating the name of the work. Contract Number and Tender Notice number for which the tender is furnished.

- a) Location of Tender Box:- The tender box shall be kept at a conspicuous and easily accessible / reachable location
- b) Where the tender documents to be received are bulky in size, the same may be submitted by hand. It may be ensured that the names and designation of at least two officers are mentioned in the bid documents for collection. The information about these officers should also be displayed at the entrance / reception of the premises where tenders are to be deposited so as to ensure convenient approach for the contractors.
- c) In case contractor withdraws before due date the bid will not be considered and unopened bid shall be returned after due date is over in case of manual tender. In case of e-procurement the bid is disqualified and EMD shall be returned.
- d) In case of two bid system, the price bid of tenders should be put in a separate envelope by the opening officers and sealed with dated signatures including signatures of representative of contractors present for opening.
- e) All corrections, over writings, or additions including those corrected with white ink/fluid found in the tender documents at the time of opening of the documents should invariably be encircled in Red Ink; authorize and numbered by the officers opening the tenders. The corrections in rate shall be made by opening officers by writing the rates in words and figures in Red ink and initiating the same. The number of corrections, over writings or additions should be recorded by officers opening the tenders at the bottom of each page.
- f) The tender shall fill in rates and prices for all items of the work described in the Bill of Quantities. Items for which no rate or amount is quoted by the contractor will not be paid for by BDL when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- g) In the event of any discrepancy between description in words and figures of rate quoted by the contractor, the following procedure shall be followed.
 - i. When there is discrepancy between unit rates quoted in figures and in figures and in words, the unit rates quoted in words will govern.
 - ii. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of unit rate and the quantity, the unit rates quoted will govern and the total amount will be corrected.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 98 of 459

CHAPTER – 12 TENDER OPENING (Contd...)

- iii. The contractors are not permitted to quote their rates in units other than the units mentioned in the tender document against the individual item.
 - iv. The opening officers shall highlight conditions / rebate if any in the tender and the same shall be initialled separately. Rebate if any to be recorded in the tender opening register.
- h) If the rate for any item in Schedule 'A' has not been quoted, the opening officers shall highlight the same and initial the remarks made.
- i) If any tender is received without the prescribed EMD is the same highlighted and initial the remarks made.
- j) Items of work / works shall not be deleted from the bill of quantities after opening of the tenders and during consideration of the offer for acceptance.
- k) Contractor shall write the rate only in the column specified in the Schedule 'A' (BOQ) Tenders with rates written at any other place in the tender document will not be considered as a bonafide tender and is liable for rejection.
- l) The Tender documents will thereafter be examined by the Civil Department to ensure, inter alia, the following:
 - i. The tenders are arithmetically correct. If any arithmetical inaccuracies are noticed in extension / total, the amounts will be corrected.
 - ii. The tender is complete in all respects and all pages have been signed by the contractor.
 - iii. The contractor has not imposed any fresh conditions not included in the tender and the freak rates are listed out. The financial effect of freak rates plus/minus with respect to estimated cost of work should be worked out for all freak rates items in a tender while evaluating the lowest tender evaluating the lowest tender.
 - iv. A separate tender issue register (sale register) shall be maintained wherever required for issue of tenders to the agency. In case of e-procurement tender fee is collected along with tender wherever applicable.

12.3 OPENING OF TWO BID TENDERS AND EVALUATION:

- a) In case of Two bid system both Part A (Technical bid) and Part B (Price Bid) will be received at the same time, but in two separate sealed envelopes super scribed as 'Technical bid' and Price bid' respectively. Both these envelopes will be put in one single envelope super scribing the name of the work, Contract No and Date of opening. (E-procurement the envelope will be separate).

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 99 of 459

CHAPTER – 12 TENDER OPENING

- b) Only Part A (Technical Bid) will be opened on the stipulated date and time. The Technical bids are to be scrutinized same will be done by the screening committee .The Technical evaluation report to be approved by the CFA with associated divisional financial concurrence for opening of Price Bid.
- c) A technical evaluation statement will be prepared on the various parameters / criteria and signed by the members. This should bring out in detail compliance report of each technical features of the tender with deviations. If any and the reasons for selection / rejection of tender and should be signed by all the members of the committee.
- d) Clarification should be obtained from the contractors on technical aspects through a letter to clarify any deviation vis-a-vis tender requirements.
- e) The technical evaluation report should bring out acceptance or otherwise of the tenders without any ambiguity and make clear recommendations and signed by members of the evaluation committee. The bid shall then be put up to CFA for obtaining approval for opening of Price bids only those tenders whose Part A offer is found technically acceptable. On approval, the Part B (Price bid) shall be opened on a pre-notified date and time in the presence of the qualifying Bidders, who wish to be present.
- f) Conditional quotation is liable to be rejected.
- g) Those contractors who do not technically qualify shall be informed through a letter and their Price Bids shall not be opened. In case of e-procurement acceptance/rejection of the technical bid is marked in the portal and results are shared to the contractors. The Price bids of those tender's which have not been accepted by technical evaluation committee, shall be returned along with the EMD.

12.4 LATE TENDERS:

The following procedure will be adopted in the case of late tenders:

- a) Any tender received after prescribed deadline shall not be considered.
- b) Late tenders shall not be opened. The same shall be returned to the respective tender with the covering letter.

12.5 CONDITIONAL TENDERS:

All conditional tenders / quotes which are in contravention to BDL contract conditions must be rejected. However, terms & conditions to the tender shall clearly indicate that no technical or commercial conditions are imposed in their price bid by the contractor.



CHAPTER – 13

TENDER EVALUATION AND PRICE NEGOTIATION

13.1 FREAK RATES:

- a) Freak rates are those rates, which are either unworkably low or unbelievably high. Such rates may be the result of genuine mistakes on the part of the Bidders such as quoting for one flat when the unit is a block of four or assuming the unit as one whereas the unit shown in the tender is hundred etc. Normally, only cases where the rate quoted by the Contractor varies from the detailed estimate rate (based on DSR CPWD percentage escalation or Market Rate for non DSR items, as the case be), by 25% or more should be considered as freak.
- b) Where 'Freak Rates' are noticed in the lowest acceptable offer, the Contractor may be informed of the rates quoted by them for the item and asked whether the rate is correct or whether they wish to correct the same. When addressing the contractor, it should be made clear to him that under any circumstances they will not be allowed to increase the rate. This letter shall be issued after the determination of L1.
- c) Cases involving low freak rates should be examined to see if the tender as a whole is workable. Where the tender is found unworkable, the same may be rejected. The tender shall be critically examined by a Tender Evaluation Committee comprising of ATA as chairman and a representative of finance, officer from Civil and officer in charge of respective section and make recommendation for rejection of the offer if the tender as a whole is found unworkable with respect to prevailing market rates. L1 shall be determined after rejecting the unworkable tender among the available workable / acceptable quotes. A suitable clause shall be incorporated in the tender document with regard to rejection of unworkable quote.
- d) Where a tender involving freak rates is accepted for the reason that it is workable on the whole, care should be taken to see that the quantities in respect of such items are not varied to the disadvantage of BDL. Ordering the extra quantity up to 20% involving high freak rates should have the prior approval of ATA. For increase beyond this limit, the rate should be worked out based on market rate or quoted rate whichever is lower and the same will be treated as Non-Tendered Item. A clause to this effect should be introduced in the Terms & Conditions of contract. Also, prior approval of General Manager may be taken for this increase. Similarly, in case of low freak rates, reduction in quantities up to 20% should have prior approval of the ATA and beyond that approval of CFA should be obtained.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 101 of 459

CHAPTER – 13 TENDER EVALUATION AND PRICE NEGOTIATION

- e) In case where the contractor has furnished an unworkable quotation on the whole and wishes to raise the rate on being addressed about freak rates, suitable administrative action should be taken such as forfeiture of earnest money.

13.2 DEALING WITH TENDERS WHEN THERE IS A TIE:

In case of the tenders quoting the same figures (after arithmetical check etc) an opportunity shall be given to the parties for making a revised offer on the basis of a reduction in the total value in sealed covers, which shall be opened by the tender opening committee on a fixed date in the presence of the contractors / their representatives. In the event of parties not agreeing to revise their tenders or for any other reasons, it is not possible to resolve the “Tie”, the CFA shall exercise his discretion and accept the tender of the contractor who is considered to be the best.

13.3 PROCEDURE FOR HOLDING PRICE NEGOTIATION WITH CONTRACTOR:

- While floating tenders a special clause, in bold, shall to be incorporated stating that contractors should quote and the minimum quote there would be no negotiation except with L1, if found necessary. This will enable contractors not to build cushion for negotiations and to give their Best quote. Post tender negotiations are banned except in the case of negotiations with the Lowest Bidder (L1), if justified. Negotiations should not be held as a matter of routine but shall be by exception only. Counter offer i.e., offering a target price will also amount to negotiation.
- Negotiation should be held only after obtaining approval of the competent authority.
- If the response to the tender is inadequate or the result of negotiation is not satisfactory the committee shall carefully consider retendering. In case ring-tendering / malpractice is suspected, retendering shall be resorted to and tender shall be issued to all pre-qualified agencies excluding the suspected agencies. The reasons for retendering shall be recorded by the committee.

13.4 PRICE NEGOTIATION COMMITTEE:

- Tender Committees are constituted by CFA with members from Civil, Finance, Indenter/ User and any other member as per DoP.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 102 of 459

CHAPTER – 14

ACCEPTANCE OF TENDERS

14.1 POWER TO ACCEPT TENDER:

Acceptance of tenders shall be as per DOP.

14.2 ACCEPTANCE OF SINGLE OFFER AFTER INVITATION OF TENDERS:

In case of single offer from tenders floated through Open/ Limited Tenders or resultant single offer after techno-commercial evaluation, the CFA shall be one level above the level specified in DOP. In case CFA is CMD, CMD shall approve the tender with concurrence of D (F). Such cases are referred to a review committee constituted for this purpose, if recommended by CFA. The committee recommends for further course of action.

14.3 PROCEDURE FOR ACCEPTANCE:

- a) The CFA will approve the tender as per DOP, after obtaining financial concurrence.
- b) To avoid overrun and delay the acceptance of tender should not be unjustifiably delayed. Award of works without obtaining possession of the site and approval of the scheme by local body / statutory authorities may result in non-utilization of assets and delay in commencement and completion of work as such the same should be avoided.
- c) It shall be invariably ensured that once the offer is found techno financially acceptable, the work must be awarded without any loss of time. All necessary documents / drawings should be kept ready before hand.
- d) As soon as a decision is taken on the tender to be accepted, acceptance of the tender will be communicated by means of e-mail. The work order copy after financial concurrence is issued to the contractor within ten working days after approval, for submission of agreement specifying explicitly the acceptance of work order terms & conditions. A copy of agreement duly signed by BDL accepted officer is sent to the contractor. The work order and the contract agreement should be signed by the appropriate technical authority (ATA) in case of Open tenders and AGM / DGM in other tenders on behalf of BDL as Accepting officer. The acceptance letter shall indicate the contract value. The contract agreement should be signed within fifteen days from the date of issue of work order. The contractor shall submit the contract agreement in the prescribed format in the required stamp paper. Work is taken up only after signing the agreement. However, Head of the Civil may permit starting of the work immediately on approval based on urgency. However, no payment will be released till the contractor signs and submits the contract agreement. Site Hand over Certificate to commence the work will be issued by Engineer

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 103 of 459

CHAPTER – 14 ACCEPTANCE OF TENDERS (Contd...)

in charge. Delay in handing over the site should be avoided and at any reasons due to which such delay is unavoidable should be recorded by site-in-charge.

- e) Work order should not be split to bring within the powers of junior officer. The work, which has been tendered out as one entity should be awarded by single letter of acceptance / work order only, as issuing number of work orders would also amount to splitting and thereby bringing it within the powers of junior officers at execution. However work orders may be issued for various works covered under a terms contract within the scope of the terms contract works.

NOTE: The work order should be precise, definite and complete. The following documents shall form the work order.

- i. Tender Notice.
- ii. Instruction to Bidders.
- iii. Schedule – A (BOQ) containing the list of works to be executed and the rates for the various items of work.
- iv. Schedule – B containing the list of stores, if any, to be issued by BDL to the contractor either free for incorporation in work or on payment.
- v. Schedule – C containing the list of tools and plant, if any, that will be made available by BDL to the Contractor and the terms of such issue.
- vi. Schedule – D containing transport, if any, that will be made available by BDL to the contractor and the terms of such issue.
- vii. A summary of the tender incorporating contract value and taxes where applicable.
- viii. General Conditions of contract, as per standard form.
- ix. Special conditions of contract.
- x. General specifications.
- xi. Particular specifications.
- xii. Copies of amendments issued subsequent to issue of tender documents.
- xiii. Any correspondence that has taken place between the contractor and BDL from the time the tender is submitted to the time the acceptance is communicated such as negotiation letters.
- xiv. Apart from the scope of work the schedule of completion with milestones and expected date of completion for each milestone required by BDL shall be specified which shall be converted as a plan by contractor and submit to BDL for monitoring of the work.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 104 of 459

CHAPTER – 14 ACCEPTANCE OF TENDERS

NOTE:

- 1) All pages of the work order shall be numbered serially and the original tender documents along with agreement shall be kept in safe custody.
- 2) All corrections, omissions, insertions and over writings should be numbered.
- 3) Agreement should be signed by BDL official and contractor.

14.4 RE-TENDERING OF WORKS:

Re-tendering is not to be resorted to in the normal course. However, re-tendering shall be considered in the following exceptional cases.

- a) When the prices quoted are considered very high.
- b) When it is suspected that there is a ring existing and price have seem to be manipulated.
- c) Material change in the basic specification has been introduced after receipt of bids.
- d) None of the bidders meet the desired specification.
- e) The L1 bidder withdraws the offer or fails to execute the order or does not agree for extension of validity when it becomes necessary.
- f) When there is a sudden slump in the market.
- g) Re-tendering when resorted to shall be only after obtaining the approval of officer competent to accord admin approval. In case there is no change in specification / Terms and Conditions or in case of urgency, the officer competent to accord admin approval may call for Limited Tender from agencies who have participated in the tender (except the L-1 agency who backed out) provided a minimum of 3 agencies are available for participation. However in cases of re- tender due to a, b, c, d above, and the officer competent to accord admin approval may call for Limited Tender or Spot tender from Registered Contractors / working contractors, if the work is considered urgent.
- h) When no bids are received.



CHAPTER -15

GENERAL CONTRACT ADMINISTRATION

15.1 MOBILISATION ADVANCE:

In case of works valuing Rs.100 Lakhs and above, the contract terms may provide for payment of mobilization advance. It should be expressly stated in the NIT/bid document with amount of mobilization advance, rate of interest and submission of BG of equivalent amount (Format of BG at Annexure-Q). The quantum of advance may be regulated as under:

- a) A lump sum advance not exceeding 10% of the contract sum
- b) Mobilization advance will be paid in two equal installments, the 1st installment within 30 days of the signing the acceptance letter and production of Bank Guarantee for lump sum advance. The 2nd installment will be paid after the Engineer-in-charge certifies that
 - i. Sufficient Mobilization has taken place.
 - ii. Work upto 5% of the contract value has been executed.
- c) The Bank Guarantee given by the Bidder / Contractor should be got verified from the issuing Bank.
- d) Timely action for revalidation/ encashment of Bank Guarantee shall be done to protect Company's interest.
- e) Provision of mobilization advance shall essentially be need-based. However, the decision to extend mobilization advance shall be taken with the due approval of CFA.
- f) The condition of mobilization advance against Bank Guarantee, applicable rate of interest, recovery schedule, penal rate of interest in the event of delay in recovery/ refund etc shall be clearly stipulated in the tender document.
- g) The recovery of mobilization advance shall be within a prescribed time schedule and shall not be linked to progress of work. This would ensure that even if the contractor is not executing the work or executing it at a slow pace, recovery of advance could commence and scope for misuse of such advance could be reduced.
- h) The mobilization advance shall bear interest at Prime Lending Rate applicable at the time of floating the tender shall be applicable and the same shall be specified in tender documents/NIT. This shall be recovered by BDL from the contractor together with the recovery of principal as and when it fall due as stipulated.
- i) The Bank Guarantee etc. taken towards security of "Mobilization Advance" should be at least 10% above the advance so as to enable recovery of not only principal amount but also the interest portion, if so required.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 106 of 459

CHAPTER – 15 GENERAL CONTRACT ADMINISTRATION (Contd...)

- j) The contractor shall furnish the Bank Guarantee in BDL's prescribed format towards advance, inclusive of interest calculated considering the recovery schedule. However, part 'Bank Guarantee' (BGs) against the mobilization advance can be taken in as many numbers as the proposed recovery instalments and should be equivalent to the amount of each instalment. This would ensure that at any point of time even if the contractor's money on account of work done is not available with the organization, recovery of such advance could be ensured by en- cashing the BG for the work supposed to be completed within a particular period of time.
- k) Any delay in recovery / refund of mobilization advance beyond stipulated period shall attract penal interest at 4% over and above SBI PLR as considered above is payable by the contractor to BDL.
- l) In case of Machinery and Equipment advance', insurance and hypothecation to the employer should be ensured.
- m) Utilization certificate from the contractor for the mobilization advance should be obtained. Mobilization advance should be given in instalments and subsequent instalments should be released after getting satisfactory utilization certificate from the contractor for the earlier instalment.
- n) The rate of interest/penal interest shall undergo a change depending upon change in prime lending rate.
- o) The Bank Guarantees shall be valid up to the stipulated period of recovery /refund plus ninety days. The bank guarantee will be discharged on recovery of entire mobilization advance together with interest thereon.
- p) A clause in the tender document and the contract of cases providing for interest free mobilization advance" may be stipulated that if the contract is terminated due to default of the contractor, the Mobilisation Advance would be deemed as interest bearing advance at an interest rate of.....% [to be stipulated depending on the prevailing rate at the time of issue of NIT] to be compounded quarterly.

15.2 FORE CLOSURE OF CONTRACTS:

- a) The tender documents should provide a clause to the effect that if any time after acceptance of the tender BDL decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in- charge shall give notice in writing to the effect to the contractor. The compensation, if any payable for such foreclosure of work will be discussed mutually between BDL and the contractor and settled after taking into consideration the loss suffered by the Contractor on account of foreclosure of the contract. The contractor shall

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 107 of 459

CHAPTER – 15 GENERAL CONTRACT ADMINISTRATION (Contd...)

have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived consequent on foreclosure of the whole or part of the works. BDL shall have the option to take over the contractor's materials or any part thereof, either brought to the site or for which the Contractor is legally bound to accept the delivery from the suppliers.

- b) The amount of compensation payable to the contractor due to foreclosure will be decided by the authority one level above the authority competent to award the contract. However in cases where CMD and above is the approving authority, CMD will be competent to approve the amount of compensation.

15.3 TERMINATION OF CONTRACTS:

- a) The tender documents should provide a clause to the effect that the contract could be terminated by BDL, if the contractor
 - i. Makes default in commencing the work within a reasonable time from date of handing over of the site and continues in that state after a reasonable notice from Engineer-in- Charge [EIC].
 - ii. In the opinion of the EIC at any time, whether before or after extended date for completion, the contractor makes a default in proceeding with the work with due diligence and continues in that state even after a reasonable notice from EIC.
 - iii. Fails to comply with any of the terms and conditions of the contract before or after reasonable notice in writing, orders properly issued there under or, fails to complete the work, work order and items of work with individual dates for completion, and clear the site on or before the date of completion or fail to achieve the progress as set out.
- b) The accepting officer may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BDL cancel the contract as a whole or in part thereof or only such work order or items of work in default from the contract. Whenever the accepting officer exercises his authority to cancel the contract as a whole or in part under this condition, he may complete the work at the Contractor's risk and cost.
- c) If the cost of completion as invited exceeds the money due to the contractor under this contract, the contractor shall either pay the excess amount ordered by Accepting Officer, or recovered from the payment due to him from any other contract under the Division/ other Divisions of BDL or the same shall be recovered from the contractor by legal means. If the cost of completion as invited is less than the money due to the contractor same will not be refunded.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 108 of 459

CHAPTER – 15 GENERAL CONTRACT ADMINISTRATION (Contd...)

- d) In case BDL completes the work or any part thereof under provisions of this condition the cost of such completion is to be taken into account to determine the excess cost to be charged to the contractor, such charges under this condition shall consist of the cost of materials purchased/ and/or labour provided by BDL with an addition of such percentage to cover supervision charges and establishment charges as may be decided by the Accepting Officer whose decision shall be final and binding.
- e) The EIC shall issue reminder letters to the contractor regarding slow progress / non commencement of work and final notice shall then be issued by EIC before bid for cancellation of the work in put up and approved by the CFA. While putting up the bid for termination it shall also be recommended that the defaulting Contractor be debarred from quoting for BDL works for a period of Two Years, from date of termination. On approval of cancellation, letter shall be issued by AGM/ DGM/ SM (Civil) or head of works Engg. Department on behalf of the CFA.
- f) **TERMINATION OF CONTRACT FOR DEATH:**
Without prejudice to any of the rights or remedies under the contract, if the Contractor dies or attains legal disability, the Accepting Officer shall have the option of terminating the contract without any compensation to the Contractor. BDL shall have the right to get the work completed by itself, or through any other contractors or agency at the cost and risk of the contractors or his successors in interest.
- g) In case of termination of contract, re-tendering is to be restored to.

15.4 Closure of Contract

15.4.1 Completion of Contract

The contract is not to be treated as completed until a Work Completion Certificate (WCC) has been issued and closed in SAP. There will be only one WCC. It will be issued when the contractor has completed all his obligations under the contract. While making the final payment to the contractor and before releasing the PBG, it should be ensured that there is nothing outstanding from the contractor, because it would be difficult to retrieve such amounts after releasing the bank guarantee/ final payment. Before the bank guarantee is released a “No Claim Certificate” may be taken from the contractor as per the format given in Annexure-1E. At least in large contracts (above Rs. 25 (twenty-five) lakh), it should be ensured that before the release of the bank guarantee (final payment, if there is no bank guarantee), the following reconciliations should be done across departments involved in the execution of the contract:

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 109 of 459

CHAPTER – 15 GENERAL CONTRACT ADMINISTRATION (Contd...)

15.4.2 Material and Works Reconciliation

The civil department should confirm that all Works ordered in the contract and paid for have been taken over in good condition and there is no shortcoming. Full reconciliation of all materials, machinery and assets provided to the contractor should be done including wastages and return of scrap / off-cuts.

Besides Works reconciliation, the civil department should certify in writing that the following activities (wherever applicable) have been completed by the contractor, to the department's satisfaction, as per the contract:

- i) Achievement of performance standards of Work;
- ii) Installation and commissioning, if any;
- iii) Support service during the Defect Liability Period which has ended on _____;
- iv) As Made Drawings;
- v) Return of all ID cards, gate passes, documents, drawings, protective gear, material, equipment, facilities and assets loaned to contractor.

15.4.3 Payment Reconciliation

The BDL may reconcile payments made to the contractor to ensure that there is no liability outstanding against the contractor on account of:

- i) LD;
 - ii) Price reduction enforced on account of shortfall in standards of Work;
 - iii) Variations / deviations from the scope of the contract;
 - iv) Overpayments / duplicate payments, if any;
 - v) Services availed from BDL and vacation thereof such as accommodation, electricity, water, security, transport, cranes and other machinery, and so on;
 - vi) Demurrage, insurance premiums or claims, and so on;
 - vii) Works reconciliation;
 - viii) Price variations;
 - ix) Statutory duties paid on behalf of the contractor by BDL; and
- On satisfactory reconciliation and against a "No Claim Certificate" from the contractor, the bank guarantee may be released.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 110 of 459

CHAPTER – 15 GENERAL CONTRACT ADMINISTRATION (Contd...)

15.5 DEFECT LIABILITY PERIOD:

- a) Normally the defect liability period shall be one year. For maintenance works it will be one month unless otherwise specified in the tender / contract. However for works pertaining to bituminous surfacing (Roads works), water proofing treatment & anti-termite treatment will have the longer maintenance period up to 5 years including the normal defect liability period. During this period the contractor will be responsible to rectify all the defects noticed and attributable to the work done by him in respect of works executed by him. This should be made clear in the tender documents. A guarantee on stamp paper of prescribed value shall be obtained from the contractor along with the final bill for special nature works.
- b) As soon as any defects in the work come to the notice, the Engineer-in-Charge should request the contractor, in writing, to rectify the defects noticed and inform him that in case he fails to do so within a reasonable time as decided by ATA, BDL should proceed at his risk & cost and get the work completed. The cost incurred by BDL should be recovered from the defaulting contractor from the Defect Liability Deposit or if the money to be recovered is higher than the SD, then from any amount due to contractor from any other contract in BDL or any other means.

15.6 EXTRA / SUBSTITUTED ITEMS AND VARIATION IN QUANTITIES:

- a) New items of work, i.e., items not in the contract are commonly known as extra or addition items.
- b) Substituted items are the ones which substitute the existing ones or are taken up in lieu of those already provided in the contract. These can be with modifications of the items provided in the contract.
- c) Variations in quantities of items arise when there is increase, decrease or omission in the quantities of items in the contract.
- d) All efforts should be made to avoid deviations. Deviations, if any, in the contract will need approval of the competent authority.
- e) In case of quantity variations after the award of work due to changes in drawing / design, specification / user requirements / any other reason, payment shall be made as per the agreed rates of the contract agreement. The deviation statement will be as per Annexure-R if the deviations are minor in the view of Engineer-in-charge approval of the competent authority may be taken before the final bill is paid. In case of major deviations, Engineer-in-charge will take interim approvals at appropriate stages during execution.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 111 of 459

CHAPTER – 15 GENERAL CONTRACT ADMINISTRATION (Contd...)

- f) All rates for extra / substituted items shall be verified by the Civil before the same are approved by the competent authority with finance concurrence. The extra item statement and substituted items statement shall be approved in the proforma as per Annexure-S and Annexure-T respectively.
- g) The rates of extra / substituted items, which are yet to be approved by the competent authority, may be paid to the contractor, pending approval, in the running account bills at part rates to be termed as “Provisional Rates”. The provisional rates to be paid should not exceed 80% of the rates assessed by the Engineer-in-charge.
- h) Bid for fixing rates for the extra and substituted items of works should be submitted by the Engineer-in-charge as and when any extra / substituted item is effected in the case of major deviations. A complete analysis of rates must also be submitted with justification for extra / substituted item and the approval of competent authority obtained as per DOP. In case of minor deviation, approval of competent authority may be obtained before the final bill paid.

The following are to be ensured while analysing the rates:

- i) Relevant Quotations / Vouchers / bills if any, furnished by the contractor.
- j) Detailed analysis of rates supported by drawings / sketches wherever required.
- k) Proper nomenclature of the items.
- l) Copy of analysis of rate, given by the contractor and his acceptance of the final rate arrived at.
- m) Verification of the extra / substituted rates by the Concerned Department of the Unit before, the same is put up to the sanctioning authority for approval.

15.7 AMENDMENTS:

- a) Where an item of work which is altogether new or in not contingent upon the work already entrusted to the contractor, or is likely to affect the scope of the contract substantially, is proposed to order on the contractor, the same should be ordered through an “amendment” to the contract. On approval of Deviation for amendment shall be communicated to the Agency/ concerned department by an authorized officer.
- b) An officer who is competent to conclude a contract is also competent to amend the same, provided that the total value of the contract as amended fall within the powers of the officer to accept the contract. However, amendment to contracts for the following requires approval of the authorities indicated below:
 - i. Where the amendment seeks to increase the rate in the existing contract approval of CFA one level above the CFA who has approved the tender originally. In case CFA is CMD the amendment to increase the rate is also approved by CMD with concurrence of D(F).

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 112 of 459

CHAPTER – 15 GENERAL CONTRACT ADMINISTRATION (Contd...)

- c) In order to avoid disputes, it is essential that:
 - i. All deviation orders/ amendments issued to contractors are in writing:
 - ii. The rates for the work so ordered are communicated to the contractor at the time of deviation is ordered.
- d) For Service works contracts: Amendment shall be for any increase in the minimum wages as notified by statutory authority viz. Labour Commissioner will be borne by BDL along with ESI, EPF, EDLI as applicable, financing cost as authorized on increased amount arising out of the revision of minimum wages will be paid to the contractor towards the service charges on increased wages. This will be paid on production of necessary vouchers/ records and after approval of Management. The contractor shall pay wages not less than the stipulated wages for the personnel engaged. The contractor shall be liable to pay E.S.I, E.P.F, EDLI etc.

15.8 PRICING OF DEVIATIONS:

Deviations are priced for tendered or non-tendered items in the following manner:

- a) The prices are taken from schedule-A for the same item else from similar item.
- b) However, in case those prices are high freak rates the prices of DSR are considered with applicable percentage recommended by CPWD.
- c) Where It is not possible to derive the rate from the DSR i.e. the item is not available in DSR, the same will be based on the material cost to the contractor, which will include taxes if any etc., plus a profit of 15%. In this case contractor has to produce satisfactory evidence in the form of cash vouchers as proof of expenditure. The material cost shall be based on cash vouchers and derivation for labour and other factors shall be done to arrive at the total cost. In such cases the EIC will make a thorough analysis of the rate payable to the contractor based on engineering norms such as CPWD / MES / NBO and after satisfying himself of the reasonableness of the rate, shall give a certificate that "The Rate is checked for its Reasonableness". The NTI (Non Tendered Item) rate should be checked by the finance to obtain ATA approval.

It shall be ensured by the Engineer in Charge that the deviations / amendments do not result in change in tender priorities. However, in case the same is inescapable in the interest of completion of interned work, the work shall be executed and the fact of change in tender priority shall be categorically stated with justification thereof while approval for deviation.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 113 of 459

CHAPTER – 15 GENERAL CONTRACT ADMINISTRATION (Contd...)

15.9 EXTENSION OF TIME:

- a) Time is the essence of contract. The contractor's quotation depends upon the time allowed for completion of work. The conditions under which the contractors are entitled for extension of time are enumerated in the contract. Engineering officers should take all steps to ensure that the obligations devolving on BDL are discharged without delay so that the Contractors do not ask for extension of time. Conversely, BDL should not undertake responsibility which it cannot discharge such as issue of stores / tools and plant etc., not available not likely to be available with BDL. As soon as possible after the contract is concluded the Engineering in Charge and the Contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the conditions stated in the contract documents for completion of items of work.
- b) It is essential to accord priority to the post contract follow up for execution of works. The time extension shall be granted only on bonafide requests and not in a routine casual manner. After expiry of the contract period, company shall re-frame from exchanging correspondence with contractor. For any delays on the part of the contractor in completing the contract the liquidate damages clause shall be invoked. In case more than one contractor are engaged on a project and delay occurred, the case shall be analyzed in a total perspective and the agency responsible for the delay, including the consultant LD shall be appropriately levied.
- c) **EXTENSION OF TIME FOR SERVICE / TERM CONTRACTS:**
It is necessary to analyse the extension of contracts in an exhaustive manner by taking into account the aspects of the transparency in contract administration, cost effectiveness and also minimizing statutory liability of the company on labour oriented contracts. Following shall be adhered to while handling extension of contracts:
 - i. The period of contract must be explicitly specified for a definite period in the contract for one year or two year as the case may be.
 - ii. Provision of clauses such as "extendable by another year by mutual agreement" should not be included in the contract.
 - iii. Tendering for fresh contract should be taken up by the competent authority well in advance as per time frame required for notification and finalization of tenders as per procedures laid down which shall be minimum three months period to the termination of the current contract.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 114 of 459

CHAPTER – 15 GENERAL CONTRACT ADMINISTRATION

- iv. However, there can be certain unavoidable circumstance, wherein the competent authority feels that the extension of a particular contract is necessary to be extended and he shall put up for approval of CFA with due justifications.
- v. The powers to grant extension of time and decision to impose/waive LD shall be with CFA, however ATA shall recommend and record the reasons thereof.

15.10 FORCE MAJEURE CLAUSE:

Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. Provided the acts of The Government or any state parties of the Vendor which may affect the discharge of the Vendor's obligation under the PO/contract shall not be treated as Force Majeure. If a Force Majeure situation arises, the supplier shall promptly notify the concerned civil department in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. There may be a Force Majeure situation affecting BDL only. In such a situation BDL shall take up with the contractor on similar lines as above for further necessary action.



CHAPTER – 16

SPECIAL CONTRACT CLAUSES

16.0 CORRUPT OR FRAUDULENT PRACTICES:

- a) The Employer requires that the Bidders / suppliers / Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy the Employer defines, for the purpose of these provisions, the items set forth below as follows:
 - i. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - ii. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- b) Will reject a bid for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time to be awarded a contract / contracts if he at any time determines that the Bidder has engaged in corrupt and fraudulent practices in competing for or in execution, the contract.

16.1 INTERPRETATION:

- a) In interpreting the conditions of contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the contract (English) unless specifically defined. The EIC or his nominee with provides instructions clarifying queries about the conditions of contract.
- b) If section completion is specified in the contract data, references in the conditions of contract to the works, the completion date, and the intended completion date apply to any section of the work (other than references to the completion date and intended completion date for the whole of the works).

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 116 of 459

CHAPTER – 16 SPECIAL CONTRACT CLAUSES (Contd...)

16.2 SECRECY:

- a) The Contractor shall take all steps necessary to ensure that all persons employed on any work in connection with the contractor have notice that Indian Official Secrets Act. 1923 (XIX of 1923) applies to them and will continue to so apply even after the completion of such works under the contract.
- b) The contract is confidential and must be strictly confined to the Contractors own use (except so far as confidential disclosure to Sub-Contractors or suppliers is necessary) and to the purpose of the contract. All documents / drawings thereof and there from furnished to the Contractor shall be returned to the Employer on completion of the work or the earlier determination of the contract (cost non-refundable).
- c) The Contractor shall employ only Indian Nationals as his representatives, agents, servants and workmen and verify their antecedents and loyalty before employing them for the work. He shall ensure that no person of doubtful antecedents and nationality is in any way, associated with the works. If for reasons of technical collaboration or other consideration, the employment of any Foreign Nationals is unavoidable, the Contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of his tender.
- d) BDL or his nominee shall have full powers and without giving any reason to require the Contractor immediately to cease to employ in connection with this contract any representative, agent, servant, workmen or employee whose continued employment is in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

16.3 PATENT RIGHTS:

The Contractor shall fully indemnify BDL or the Agent, servant, or employee of BDL against any action, claim or proceeding relating to infringement or the use of any patent or design rights, or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any articles or part thereof included in the contract. In the event of any claim being made or, action brought against BDL or any agent, or servant or employee of BDL in respect of any of the matters aforesaid, the Contractor shall immediately be notified thereof for taking necessary action provided that payment or indemnity shall not apply when such infringement has taken place in complying with the specific direction issued by BDL in writing but the Contractor shall pay any royalties payable in respect of any such use.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 117 of 459

CHAPTER – 16 SPECIAL CONTRACT CLAUSES

16.4 AWARD OF CONTRACT TO PSUS / GOVT AGENCIES:

As per the provision of GFR 2017, it is allowed to award contract on Govt agency who are specialised in construction on nomination / single tender basis.

The following to be ensured while awarding:-

- a) The PSU's do not sublet the contract to other Contractors without the prior approval of the Divisional Head. Provisions in the tender document should be made accordingly.
- b) Adequate safeguards shall be provided in the tender document / contract to ensure that PSU's having contract with BDL, adhere to the CVC instructions (refer CVC letter No 06-3-02- CTE-34 dt. 20-10-03) in selection of sub-contractors. A clause may be incorporated in the tender document / contract for all such works / procurement in lie with CVC guidelines.
- c) Back to Back sub-contractor is not allowed as stipulated in the above circular.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 118 of 459

CHAPTER – 17

EXECUTION

17.1 MANDATORY TESTS:

Mandatory tests on various materials are to be conducted for works costing more than Rs.50.00 Lakhs as per the prescribed frequency in the contract document / BIS codes to ensure the quality of materials used in the work. For works costing less than Rs. 50.00 Lakhs, EIC will decide the tests and frequency of these tests to be conducted. Tests shall also be carried out as per BIS for the works executed such as concrete work, bituminous carpet, flooring, masonry mortar etc., Tests results obtained from outside labs (accredited only) are to be properly recorded in the test registers by giving the reference to the test report. The test results should be compared with in acceptability criteria. Record of quantity of material brought and tests conducted should also be maintained in the test registers to ensure that tests have been conducted as per prescribed frequency.

- a) On satisfactory report of the test conducted only the materials shall be allowed for incorporation in the work / works.
- b) A list of mandatory tests of materials/ works done shall be indicated in the tender conditions depending upon the nature of work.

17.2 SITE RECORDS:

- a) The Engineer – in charge or his representative(s) will maintain a 'Site Order Book' for each contract in which he will record all orders on contractor for commencement of work, deviations, stopping of work, the contractor should be required to note these instruction and sign in token thereof. Any objections raised by the contractor should be promptly attended to and resolved without delay.
- b) The Engineer in charge or his representative (s) shall maintain the following Site registers / documents in order to control the quality of works as per relevant specifications and also to ensure passing of materials / works at appropriate stage, as per terms of contract:-
 - i. Works Diary for all works (Annexure-U).
 - ii. Works passing Register / Material Passing Register for all works.
 - iii. Cement Register / Cement Consumption Register for all works (Annexure-V).
 - iv. Steel Register / Steel consumption register for all works.
 - v. Cube Test Register for works.
 - vi. Site Order Book for all works (Annexure-W).

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 119 of 459

CHAPTER – 17 EXECUTION (Contd...)

- vii. Hindrance Register for all works (Annexure-X).
- viii. Material Testing Registers for major works.
- ix. Sample approval register for major works.
- x. Dismantled material / recovered items such as cut trees, rock / stones from the work site Register for major works. (Annexure-AA).
- xi. Concrete design mix Register for major works.
- xii. Anti termite register.
- xiii. Test Register for sand.
- xiv. Labour register.
- xv. Record of paints, Bitumen, Tar, Anti-termite Chemical etc., Register for all works.
- xvi. Inspection Register for major works.
- xvii. Bills register (showing bill submission date, bill details and passed amount for running bills / material advance bills] for major works.
- xviii. Final bill register for major works.

17.3 QUALITY IN EXECUTION OF WORKS:

- a) It shall be the responsibility of all technical persons associated in the work including Supervisors and Executives of the Company to ensure quality in execution of works undertaken departmentally and through the Contractors for ensuring quality in workmanship, material used in the work and satisfactory performance / functioning of the works / services executed.
- b) Whenever the work executed by the contractor is not as per the specification but it is incorporated as a substitute item, it shall be reviewed by ATA. In review of ATA, if the item incorporated is technically not acceptable, the contractor has to redo the work at his cost without any claim. In case the work is technically acceptable, appropriate recovery may be effected for not carrying out the work as per specification. However, supervisors and executives responsible for execution shall ensure that the work is as per the accepted standards / norms. In normal course no such deviations shall be encouraged / entertained.
- c) EIC to ensure that laboratory tests as laid down in the specifications are carried out at appropriate time. Materials failing to conform to the required specifications shall be rejected and shall be got removed from the site immediately. As far as practicable, tests on materials will be carried out at the construction site in a field laboratory, which will be set up under the control of the Engineer-in Charge.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 120 of 459

CHAPTER – 17 EXECUTION (Contd...)

- d) For works costing more than 25 Lakhs, records shall be maintained for receipt and consumption of material like Paints, Bitumen, Cement, Cables, wires etc. However, for all works material receipt records shall be maintained.
- e) For proper implementation of Quality Control at the work site, it is imperative to closely associate the contractor / agency. For this purpose, the Engineer – in Charge and the Contractor or their representative s shall be associated with the tests carried out. They should be familiar with the quality Control procedure being followed in the project.
- f) Design Mix Concrete shall be as per BIS or IS standard 456 : 2021 and amendments thereon for Designing of Concrete Mix and its acceptance Criteria shall also be followed.
- g) Performance appraisal of contractors shall be maintained by concerned Civil Department, which act as reference to improve their performance or Debarment.

17.4 INSPECTION OF WORKS:

- a) In such cases a special condition should be provided for in the contracts clearly stipulating that the company has the right to inspect the progress and quality of work without in any way taking away or diminishing the responsibility of the contracting firms for the soundness of the structure and the execution of the contract. It should be specifically stipulated that, in the event of the company's representatives noticing any defect whatsoever during the construction work, it should be binding upon the contracting firm to have the defect investigated in details by any of the reputed organization referred to above or such other Competent organization acceptable to the company. The cost of the investigation shall be borne by the Contracting firm in case a defect is established or otherwise pointed out by the company. It will also have to be stipulated that, in the event of any defect having been established as a result of reference to the specialist organization of the type referred to, it shall be incumbent upon the contracting firm to propose remedial measures therefore and obtain the acceptance of that specialist organization to such measures before the corrective action is undertaken.
- b) The Engineer in charge shall have power at any time to inspect and examine any part of the works either at the manufacturing plant or at the site of execution and the Contractor shall give such facilities as may be required to be given for such inspection and examination.
- c) Should the Engineer in charge consider, at time during the construction or reconstruction or prior to the expiry of the maintenance period, that any work has been executed with unsound imperfect or un skilled workmanship or of a quality inferior to that contracted for, or not otherwise in accordance with the contract (in aspect whereof the decision of the Engineer in Charge shall be final binding and conclusive), the Contractor shall on

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 121 of 459

CHAPTER – 17 EXECUTION (Contd...)

demand in writing from the Engineer in Charge specifying the fault, notwithstanding that the same may have been inadvertently passé, certified and paid for, forthwith rectify or remove and reconstruct the work so specified, in whole or in part as the case may require, at his own expense to the entire satisfaction of the Engineer In Charge, and in the event of his failing to do so within a period to be specified by the Engineer in charge in its demand aforesaid, BDL may carry out the works by other means at the risk and expense in all respects of the Contractor.

However, the liability of the Contractor under this conditions shall not extend beyond the maintenance period except as regards workmanship which the EIC shall have previously given notice to the Contractor to rectify.

- d) In case BDL carried out any work at the risk and expense of the Contractor under the provisions of this condition BDL may do so by any means and agency at their sole discretion and the cost thereof as certified by the Engineer-in-Charge shall be final, binding and conclusive on the parties.

17.5 APPROVAL OF WORKS BY STAGES:

- a) All works consisting of more than one process shall be subject to examination and approval at each stage by the Engineer-in-Charge or his nominee thereof and the Contractor shall give due notice in writing to the Engineer-in-Charge when such stage is ready. Approval of works by stages shall be recorded in Work / Stage Passing Register. In default of such notice being received, the Engineer-in-Charge shall be entitled to disallow the work or any part thereof at any time he may choose and in the event of any dispute, the decision of the Engineer-in-Charge thereon shall be final and conclusive.
- b) If any work is so disallowed, the same shall be redone by the Contractor at his cost to the satisfaction of Engineer-in-charge. Also in the event of failure of the Contractor to give notice, he shall uncover any part of the works and/or make openings in or through the same as the Engineer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Engineer-in-charge at the Contractor's expense.

17.6 TECHNICAL EXAMINATIONS AND OVER PAYMENTS / UNDER PAYMENTS:

- a) The company reserves the right to carry out post-payment audit and technical examination of the running / Final bill including all supporting vouchers, abstracts, etc., the company further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact the amount of the running / final bill figures in the arbitration award.
- b) It as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 122 of 459

CHAPTER – 17 EXECUTION (Contd...)

under the contract, it shall be recovered by the company from the contractor or if any underpayment is discovered, the amount shall be duly paid to the contractor by the company.

Provided that the aforesaid right of the company to adjust over payments against amounts due to the contractor under any other contract with the company shall not extend beyond the period of three years from the date of payment of the final bill or in case the final bill is MINUS bill, from the date of the amount payable by the contractor under the MINUS final bill is communicated to the contractor.

17.7 TECHNICAL AUDIT :

- a) The Divisional / Unit Head shall form Technical Audit teams from time to time for various disciplines. The Technical Audit team shall carry out checks on quality, technical aspects, specifications, quantities, and payments procedures etc., followed on the similar guidelines of CVC.
- b) The Technical Audit team shall conduct inspection of works as decided by the Division Unit Head with a view to ensuring adherence to laid down procedure. These inspections will be utilised to assess the effectiveness of the existing procedure and will serve as feed-back for causing improvement in the contracts system.
- c) The Technical Audit team should also suggest / recommend remedial action as may be required in a suitable manner. The Engineer-in-charge should ensure due action on the observations of the technical audit team.
- d) Any observations / audit remarks of CTE, Government Audit, Internal Audit etc., shall be made available to technical audit team by the Engineer-In-Charge for reference while auditing.
- e) The SoP for Internal Technical Audit Committee is given at Annexure-1F.

17.8 SUPERVISION OF WORKS BY CONTRACTOR:

- a) The Contractor shall either himself supervise the execution of the contract or shall appoint competent and experienced Engineers on his own for supervision of the work. Where the contractor is not a qualified Engineer or even if he is so qualified but in the opinion of the accepting Authority, cannot give full attention to the works, the Contractor shall at his own expense employ adequate Engineers to supervise the work and to receive instruction from the Engineer-in-Charge. The following will be the minimum Engineers to be employed for the contract (to be brought out in special terms and conditions).

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 123 of 459

CHAPTER – 17 EXECUTION (Contd...)

Sl. No	Works Cost (Rs. In Lakhs)	Degree Holders	Diploma Holders
1	25 to 50	One with Minimum of 2 years experience (Civil / Electrical / Mech.) or One with minimum 4years relevant experience (Civil / Electrical / Mech. engineer)	
2	50 to 100	One with at least 3 to 5 years practical experience in relevant work (Civil / Electrical / Mech.)	Two at least 3 to 5 years relevant experience (Civil / Electrical / Mech.)
3	100 to 500	Two with at least 5 years practical experience in relevant work (Civil / Electrical / Mech.)	Two at least 3 to 5 years relevant experience (Civil / Electrical / Mech.)
4	Above 500 up to 1500	Resident Engineer : One with at least 8 to 10 years practical experience in relevant work (Civil / Electrical / Mech.) Or as specifically mentioned in the tender	Two with at least 5 years relevant experience & three with at least 3 to 5 years relevant experience (Civil / Electrical / Mech.)*
5	Above 1501 up to 3000	Resident Engineer : One with at least 8 to 10 years practical experience in relevant work (Civil / Electrical / Mech.) Or as specifically mentioned in the tender	Three with at least 5 years relevant experience & four with at least 3 to 5 years relevant experience (Civil / Electrical / Mech.)*
6	Above 3000	Resident Engineer : One with at least 8 to 10 years practical experience in relevant work (Civil / Electrical / Mech.) Or as specifically mentioned in the tender	Three with at least 5 years relevant experience & four with at least 3 to 5 years relevant experience (Civil / Electrical / Mech.)*

Note: * Suitably allocated for handling Quantity Surveying, Field Laboratory, Surveying and other specialized works.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 124 of 459

CHAPTER – 17 EXECUTION (Contd...)

- b) The employment of Engineers as aforesaid shall be with the approval of the Accepting Officer / Engineer in charge who may verify the qualifications / experience.
- c) This does not apply to exclusive service contracts like Housekeeping, Horticulture etc., where specification will be provided as per the tender.
- d) For non-deployment of Engineers as above the following deductions will be made in bill on recommendation of ATA:
 - i. Degree Holder (Civil/Electrical/Mechanical) with some Experience: Rs. 15,000/- per month.
 - ii. Degree Holder (Civil/Electrical/Mechanical) with 2 Yrs or Diploma Holder with 4 Yrs Experience: Rs 22000/- per month
 - iii. Degree Holder (Civil/Electrical/Mechanical/Electronics and communication) with 3 Yrs or Diploma Holder with 5 Yrs Experience: Rs. 30,000/- per month.
 - iv. Resident Engineer: Rs. 45,000/- per month.
- e) On acceptance of the tender the Contractor shall furnish within 14 days to Engineer-in-Charge for his approval, site set up with list of Engineers, Supervisors and other staff to be employed by him with their date of joining.
 - i. Non-deployment or less qualified staff deployed by a contractor is a serious breach of terms of contract. Therefore, for the first time contractor should be warned in writing and necessary recoveries affected for sub-standard work. For any subsequent breach, the contractor should be banned from business with BDL as per rules by keeping proper records.
 - ii. A certificate shall be given by the Engineer-in-charge to the effect that the contractor / department has engaged and experienced Engineer(s) as per the contract and the supervision is satisfactory. In case the contractor fails to deploy the requisite Engineer(s) as per the contract, the Engineer-in-charge with the approval of the competent authority should ensure proper supervision by deploying qualified & experienced Engineer(s) and recovery made for the same from the bills by invoking risk and cost clause of the contract.
 - iii. The certificate as above should accompany the running bill and the final bill of the contractor before release of payment.
- f) All works shall be subject to examination and approval by the Engineer-in-charge. No work shall be covered up or put out of view prior to such approval and the contractor shall give due notice to the Engineer-in-charge or his authorized Representative, whenever

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 125 of 459

CHAPTER – 17 EXECUTION (Contd...)

any such work is ready and the Engineer-in-Charge or his authorized representative shall without unreasonable delay, attend for the purpose of examining such works.

- g) In the event of the failure of the Contractor to give such a notice, he shall uncover any part of the works and/or make openings in or through the same as the Engineer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Engineer-in-Charge at Contractor's expense.
- h) If any such part covered up or put out of view after being approved by the Engineer-in-Charge, is required to be uncovered subsequently, the same done by the contractor. If it is found on uncovering the work was executed in accordance with the contract, the expenses of uncovering and / or making openings in and making good the same shall be borne by the company.

17.9 RESPONSIBILITY OF CONTRACTOR AGAINST RISKS:

During currency of the contract it shall be the responsibility of the Contractor to safeguard all materials (tools, tackles, plant, equipment etc. either issued by BDL of brought by the Contractor), against all losses, damages, on account of thefts shortages, fire or any reasons whatsoever and BDL. Shall not be responsible for loss, damages etc. as afore said. The contractor shall solely be responsible for protecting and securing such property.

17.10 EXCAVATIONS, RELICS, ETC:

- a) Materials of any kind obtained from excavation on the site shall remain the property of the Company and shall be disposed off as the Engineer in Charge directs.
- b) All gold, silver, oil and other materials of any descriptions and all precious stones, coins, treasurer, relics, antiquities and other similar items which may be found in or upon the site shall be the property of the Company. The contractor shall duly preserve the same to the satisfaction of the Company and shall from time to time deliver the same to such person or persons as the Company may appoint to receive the same.

17.11 SUB – LETTING :

- a) The contractor shall not sublet whole of the work [back to back basis]. The contractor shall not assign or sub-let the whole or any portion or portions of the contract or allow any person to become interested therein in any manner whatsoever without the prior written approval of the company. The sub-letting is allowed only in specialized works with prior permission from BDL. Provided always that the provision of labour on a piece work basis shall not be deemed to be sub-letting.
- b) Contractor is permitted to engage specialized agencies for part of the work with prior approval of CFA on the recommendation of the Engineer in Charge. The Contractor

 B D L	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 126 of 459

CHAPTER – 17 EXECUTION

shall only engage specialized agency for work where his domain expertise is not duly available. However, a suitable tender clause to be provided to indicate the specialized works where contractor intends to engage specialized agency.

- c) All statutory requirements such as ESI, EPF, Labour License etc., should be in the principal name of the Contractor only. Any such consent shall not relieve the Contractor from any of his liability or obligation under the contractor and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his representative, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor.
- d) Any breach of the above conditions shall entitle the Engineer in Charge to action to rescind the contract.

17.12 SAFETY CODE:

The contractor shall at his own expense arrange for the safety provisions in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 127 of 459

CHAPTER-18

MEASUREMENTS AND BILLS

18.1 MEASUREMENTS & MEASUREMENT BOOKS

To be entered in SAP for further retrieval and payment:

- a) All Measurements should be as per relevant IS Codes.
- b) The payments to Contractors for the work done or other services rendered are made on the basis of measurement recorded in the Measurement Book.
- c) The measurement book is the basis of all accounts of quantities of works done by Contractor. It should be so written that the transactions are readily traceable.
- d) All measurement books should be numbered serially. A register should be maintained showing the serial number of each book, the date of issue, name of the Officer to whom the measurement book is issued.
- e) Each set of measurements to be recorded should commence with entries stating:-
 - i. RAB(Running Account Bill) No/Final Bill.
 - ii. Name of Work and Location.
 - iii. Name of Contractor.
 - iv. Work Order No. and Value of contract.
 - v. Date of hand over of site.
 - vi. Scheduled Date of commencement of work.
 - vii. Scheduled Date of completion of work.
 - viii. Extension of Time if any:
 - ix. Status of work.
 - x. Date of recording measurement.
 - xi. Reference to previous measurements.
- f) The measurement shall be recorded stage wise, however the works to be concealed/ covered shall be measured before it is concealed/covered. And items of work which are required to be dismantled/demolished shall be measured prior to dismantling/demolition.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 128 of 459

CHAPTER – 18 MEASUREMENTS AND BILLS (Contd...)

- g) Details of quantities, rate and amount for each item for every bill should be entered in the measurement book in a tabular form.

Sl. No	BOQ Item No.	Description of work	Up to date measurement (cumulative)			Previous measurements		Present measurements	
			Qty	Rate	Amount	Qty	Amount	Qty	Amount
1	2	3	4	5	6	7	8	9	10

- h) For recording measurements and for preparing abstract, the BOQ item No. shall be given neatly, with the description of the item in brief.
- i) In case of items not covered in the BOQ, the full nomenclature shall be reproduced in the M.B and bill form.
- j) The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement bill and also in the bill form for final bills. However the full specification shall be made in case of Non- tendered items in the deviation statements.
- k) All measurements should be recorded neatly in the M.B. The signature of the Contractor or his authorized representative should be obtained in the measurement book of each set of measurements.
- l) The measurements shall be recorded in ink. No entry shall be erased or overwritten. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections; the correction thus made shall be initialed and dated by Officer recording / checking measurement and the contractor or his authorized representative.
- m) The person recording the measurements should close each set of measurements with the certificate that "Measurements in page No. _____ to _____ are taken jointly and recorded by me" over his full signature with date. Similarly the contractor shall also give a certificate that "The measurements in page No. _____ to _____ have been taken jointly and accepted by me", with dated signature.
- n) In case of major works costing more than Rs.50.00 Lakhs with the approval of ATA, the measurements may be recorded with the help of computer subject to the maintenance of proper site record for taking measurements at site. However, these measurement books for each RA bill shall be neatly bound with proper page number with due certification of Engineer in charge. Each page of the measurement book shall be signed by EIC / Representative and Contractor / Authorized Representative for authenticity including certification of measurements as done in regular measurement books. In this case the page numbers should appear in each page serially as well as the total pages of MB.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 129 of 459

CHAPTER – 18 MEASUREMENTS AND BILLS (Contd...)

- o) The pages of the MB's should be machine numbered. Entries should be recorded continuously and no blank page left or torn out. Any page or space left blank inadvertently should be cancelled by diagonal lines, the cancellation being attested and dated.
- p) When any measurements are cancelled/corrected/disallowed that must be endorsed by the Officer ordering the cancellation with dated signature or reference to his orders shall be endorsed by the officer who has recorded the measurements with dated signature. The reasons for cancellation are also to be recorded.
- q) Measurement shall be recorded by Site-In-Charge or Engineer-In-Charge.
- r) The hidden measurement should be recorded by Site-In-Charge during the progress of work and duly certified by the Engineer-in-charge. Contractor's signature is also obtained for these measurements stating that they have accepted the measurements.
- s) Closure of the pits etc.

18.2 TEST CHECK OF MEASUREMENTS:

The measurements recorded will be subject to a test check at site of minimum 50% value of each RAR by Engineer-in-Charge & not less than 10% value of each RAR by Officer to whom EIC reports. Random check at their discretion may be carried out by HOD/ officer to whom officer of EIC reports. A certificate to the effect that the test checks have been carried out wherever initiated will be recorded by the Engineer-in- Charge& Officer-in charge at the end of each bill in the relevant measurement book and also in the Final bills. A certificate will also be given by EIC to the effect that work has been executed satisfactorily as per contract specifications and counter signed by OIC at the end of each bill in measurement books as well as bill copies.

NOTE:

In case of non-availability of specified officers in the Division, Head of Department will have powers to nominate alternative officer from the department, to test check the measurements.

18.3 CUSTODY OF THE CONTRACT & MEASUREMENT BOOKS:

- a) As soon as Agreement is signed the copy of tender documents including copy of work order, copy of agreement and original bank guarantees if any will be forwarded to Finance. The Civil / Plant Engineering Department will keep original tender / correspondence, Quotation submitted / uploaded, PNC report if any, Original copy of WO, and original Agreement for future record and copy of them for its own use.
- b) When a measurement book is lost an immediate report of the facts of the case together with the explanation of the all parties concerned responsible for the loss should be made promptly to the Head of the department It is also necessary that the measurements in the lost MB should be re-constructed at the earliest. Contracts, Measuring Books and other communications pertains to contracts will be in Engineering incharge custody.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 130 of 459

CHAPTER – 18 MEASUREMENTS AND BILLS (Contd...)

18.4 PREPARATION OF BILLS:

- a) All running account bills and final bills shall be prepared and submitted by the contractor the prescribed form (Annexure-AB).
- b) Running / Final bills should be submitted by the contractor based on the joint measurement: taken (i.e., contractor / representative and the Company representative).
- c) The SOAR (Schedule of Quantities and Rates) item number and nomenclature shall be written correctly in the Running and Final bills.
- d) In case of extra and substituted items, full nomenclature of items shall be written in the running and -final bill.
- e) 75% of the amount admissible shall be paid by the Finance within 10 working days of submission to finance department on joint signature of contractor & Engineering contract and balance 25% shall be paid within 15 days after presenting the bill by the contractor subject to clarifications, if any. Format to be used for 75% payment shall be as per Annexure-AC.
- f) While making running account payment, the following deductions shall be made:
 - i. All previous running accounts payments.
 - ii. Cost of materials issued, if any, by the Company and to the extent consumed in the work. Security deposit recoverable if any.
 - iii. Secured advance on materials / work progress advance payments, if any.
 - iv. Any other dues recoverable by the Company from the contractor under the contract.
 - v. Part rate to the extent of work done may be considered in the running bills by the Engineer- in-charge for payment. However, Care shall be taken to record the extent of work done / pending in the measurement sheets and bill forms. A part rate statement as per the proforma at Annexure-AE shall be enclosed along with the bill giving reasons for allowing part rates.

18.5 RUNNING ACCOUNT BILLS (RAB):

- a) RAB payments will be made at intervals not less than a week subject to maximum of two bills in a month to expedite the progress of work. On submission of RAB by contractor to the EIC, the bill shall be scrutinized, certified. EIC shall recommend to Finance for payment through HOD. Finance shall release 75% the payment with in TEN working days after Technical scrutiny and certification by EIC and recommended by Head of the Department. The balance 25% shall be released after detailed scrutiny by finance department with in ten days.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 131 of 459

CHAPTER – 18 MEASUREMENTS AND BILLS (Contd...)

- b) Payment of RAB up to 100% value of work completed shall be made on the Engineer-in charge certifying that the Contractor is entitled for such payment taking into consideration:
 - i. Value of work executed after deducting there from the amount already paid.
- c) Payment in respect of work done will be based on certificate from Engineer-in-charge as to the value of work done. This certificate should be supported by a bill from the contractor indicating the quantities of work done and rates adopted. The quantities billed shall be as per the measurements recorded in the MB and the MB shall accompany each bill.
- d) The items ordered as deviation, either due to variation in quantity or due to inclusion of non- tendered item, for this purpose the EIC will submit “Deviation for Approval in principle” to the head of the department on approval of which 75%of value will be admitted for payment along with RAB without financial concurrence. The balance 25% will be released on approval of the Final Deviation Order with finance concurrence.
- e) The item of work partially executed/ being executed shall be admitted for payment in RAB as per the certification of EIC. The statement showing rate analysis how part Rates are derived is to be enclosed along with bill. A register shall be maintained for this purpose.
- f) While making running account payments, of flowing deductions shall be made:-
 - i. All previous running accounts payments.
 - ii. Cost of stores issued by BDL if any.
 - iii. Charges for electricity and water supplied by BDL.
 - iv. Balance mobilization advance with interest recoverable from the Contractor, if any.
 - v. Any other dues by BDL from the Contractor under the present or any other contract
 - vi. Penalties/compensation if any due to noncompliance of statutory provisions.

18.6 DOCUMENTS FOR RAB

The following documents are to be submitted by contractor to EIC which shall be forwarded to Finance by EIC while recommending for payment of RAB.

- i. Measurement Details and Financial statement.
- ii. Supporting joint measurement document.
- iii. Material Consumption / reconciliation statement for the material procured by contractor.
- iv. Electricity / water consumption statement.
- v. Material Consumption / reconciliation statement for material issued by BDL if any.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 132 of 459

CHAPTER – 18 MEASUREMENTS AND BILLS (Contd...)

- vi. PF / ESI statement.

The Corrected copy of the bill including the measurements, abstracts, enclosures and details of recoveries shall be distributed as under:

- i. Original to be retained by finance.
- ii. Duplicate to be sent to Engineer – in – Charge.
- iii. Triplicate copy to be issued to the contractor.

18.7 FINAL BILL:

- a) On completion of the work and recording of measurements of all the items executed including NTI's (Non Tender Items) and deviations, a final deviation statement will be drawn duty representing the actual quantum of work executed against each item in the BOQ, NTI's and deviations.
 - i. This final deviation statement along with recommendation for extension of time if any shall be submitted to the competent authority for approval. On approval from competent authority the contractor shall submit the final bill in the prescribed format within one months. To enable the contractor to do so, the Engineer-incharge will furnish to him necessary statements showing recoveries to be made on account of stores issued, hire charges for tools and plant supplied, charges recoverable for electricity and water consumed etc., if any.
- b) Before submission of the final bill, the contractor should sign a 'no claim & no dues certificate' at indicating that he has no claim against the company under the contract in Question except as included in the final bill.
- c) Where the contractor is not in a position to prepare the final bill, or not submitting the final bill due to whatsoever reason even after Three(3) months from approval of Final D.O(Deviation Order) /amendment the Engineer-in-Charge may give due notice by registered Post / speed post indicating specific time limit for submission of final bill. If the contractor is not turning up in spite of the notice, the Engineer In Charge may with the permission of the ATA, prepare the final bill.
 - i. The Engineer in Charge may processes the bill further and the contractor shall be asked to sign the no claim& no dues certificate before forwarding the same to accounts department.
 - ii. If the contractor is still not attending, the bill may be processed ex-party with due intimation to the contractor that no further claim will be entertained on the subject bill here after. The Engineer in Charge shall ensure that all recoveries including Security Deposit etc. have been made from the bill as per the terms of contract

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 133 of 459

CHAPTER – 18 MEASUREMENTS AND BILLS

- d) On receipt of the final bill duly signed by the Contractor, the same will be scrutinized by the Engineer-in-Charge to see that the claim is in order. He will also attach to the final bill, a statement showing the stores issued for incorporation in work along with recoveries if any, the statement showing the theoretical requirement and the actually incorporated by the contractor in the work, and whether there has been any over - issue/under-issue of stores to the contractor.
- e) Where either the contractor has not fully utilized the stores issued for incorporation in the work or where the quantities used are less than those theoretically required resulting in work being below specifications, ATA will personally exam i.e. the case to see what action should be taken against the Contractor. Acceptance criteria for underutilization/ excess utilization of stores, issued by department shall be stipulated in the tender conditions.
- f) The final bill duly signed by the Engineer-in-Charge will be submitted to ATA for his approval before forwarding to Accounts Section for arranging payment.
- g) At the time of receiving payment of the final bill, the contractor will sign a 'No Claim certificate' against BDL stating that they do not have any claim or demand against the subject contract except for the Security Deposit(SD) or any other refundable deposits like EMD for integrity pact etc. If the Contractor does not sign the 'No Claim Certificate', the amount due will not be disbursed to the contractor Pending settlement of disputes.

18.8 WORK COMPLETION CERTIFICATE:

- a) As soon as the contractor completes the work assigned to him the same will be Inspected and if found satisfactory will be taken over by the Engineer-in-charge. A 'completion certificate' will be issued to contractor by EIC on approval of HoD with a copy to the accounts department showing the following.
 - i. Particulars of the work and Work Order number.
 - ii. The date of commencement of work as per work order.
 - iii. The actual date of commencement of work.
 - iv. Date of completion as per original work order.
 - v. Extension of time, if any granted.
 - vi. Date on which contractor was required to complete the work.
 - vii. Actual date of completion and taking over by BDL and If there are very minor defects which can be rectified even after the building has been taken over the defects will be listed out in the completion certificate and the contractor will be asked to rectify the same before the final bill is submitted.
- b) If an Architect/ consultant is engaged for the work, a certificate from the architect / consultant on completion of the work, indicating therein that the work has been completed in accordance with the approved architectural, structural design, specifications and as per contract agreement shall be obtained.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 134 of 459

CHAPTER – 19

COMPENSATION FOR DELAY / LIQUIDATED DAMAGES

19.1 COMPENSATION FOR DELAY IN COMPLETION OF WORKS LIQUIDATED DAMAGES:

LD Clause: Time is the essence of the Work Order and delivery should be strictly insisted upon according to the delivery schedule given in the WOs/SOs. In the event the contractor fails to deliver the works / service, within the stipulated delivery period, BDL reserves the right to recover from the contractor/service provider, LD and not by way of penalty an amount as detailed in terms and conditions. A sum of 0.5% of the price only of the works value (excluding duties, taxes) which the contractor has failed to deliver as aforesaid for each week of delay or part thereof, subject to a maximum of 10%.

In case of extension of delivery period, increase in taxes shall not be borne by BDL, if delay is attributable to contractor/service provider.

19.2. PENALTY FOR NON PAYMENT OF STATUTORY CONTRIBUTION LIKE ESI, PF, SD, AGREEMENT, LABOUR LICENCE Etc.

The Contribution such as ESI, PF etc. paid to the respective authorities to be made on or before 20th of every month, otherwise interest or penalty charges by the respective Authority on such payment is to be paid by the contractor. If the authorities demand, such amount shall be recovered from the payment of contractor which is due from BDL and remitted to the respective authorities.

The following penalty clauses shall be incorporated in the Tender Document.

- a) **CONTRACTOR AGREEMENT:** The Contractor shall submit the contract agreement on a stamp paper of Rs.100/- duly signed with in thirty days of issue of Acceptance Letter failing which penalty of Rs. 2,500/- per week delay to a maximum of Rs.10,000/- will be levied for delay in submission .Payment will not be released if agreement is not submitted.
- b) **SECURITY DEPOSIT:** The Contractor shall deposit prescribed Security Deposit within 30 days of issue of Acceptance Letter to the Engineer in Charge of work of respective division failing which penalty @ ½ % of security deposit per week or part thereof with a maximum penalty of 10% of security deposit will be levied for delay in submission. The Contractor will not be generally allowed to start the work without submission of Security Deposit unless, otherwise ordered by Engineering in Charge in exceptional / emergent works.
- c) **LABOUR LICENCE:** The contractor shall obtain labour license from competent authority [Central Government] within thirty days of issue of acceptance and submit to the Officer in Charge / Engineering in Charge. The cost of obtaining license i.e. license fee

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 135 of 459

CHAPTER – 19 COMPENSATION FOR DELAY / LIQUIDATED DAMAGES

etc., shall be borne by the contractor However contractor shall not generally start work without obtaining valid labour license unless otherwise ordered by. The contractor shall also submit an Indemnity Bond (as per the proforma enclosed at Annexure-M) executed on a stamp paper Rs. 100/- indemnifying BDL against all the statutory requirement of the Labour Department.

- d) **SUBMISSION OF AGREEMENT. BANK GUARANTEES, HYPOTHETICATION DEED ETC.:** Any Agreement, Bank Guarantee, any Hypothetication deed etc. required to be executed under this contract shall be made at the cost of the Contractor with proper stamp duly as per the Formats enclosed respectively. However, the Accepting officer shall have the rights to alter, modify, delete any materials in such formats as deemed fit by him. Bank guarantee from Indian Nationalized Banks / Scheduled Banks only will be accepted.



CHAPTER – 20

ARBITRATION

20.1 ARBITRATION:

- a) All disputes or differences arising during the tenancy of contract / WO between BDL and Contractor shall be resolved as per the provisions of Arbitration and Conciliation Act 1996 or any statutory modifications thereof for the time being in force. The detailed procedure to be adopted in case of arbitration with Indian / Foreign / Public Sector Units (PSUs) are detailed below:
- i. All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
 - ii. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
 - iii. Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
 - iv. The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
 - v. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
 - vi. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
 - vii. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 137 of 459

CHAPTER – 20 ARBITRATION (Contd...)

(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the BDL and Contractor).

20.2 ARBITRATION CLAUSE – FOREIGN BIDDERS:

- i. All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- ii. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to the Arbitration Tribunal consisting of three arbitrators.
- iii. Within sixty (60) days of the receipt of the said notice, one arbitrator shall be nominated in writing by the Contractor and one arbitrator shall be nominated by the BDL.
- iv. The third arbitrator, who shall not be a citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties, the said arbitration shall be nominated by the parties within (90) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provisions of UNCITRAL by the International Chamber of Commerce, Paris at the request of either party. However the said nomination would be after consultation with both the parties and shall preclude any citizen or domicile of any country as mentioned above. The arbitrator nominated under this clause shall not be regarded nor act as an umpire.
- v. The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
- vi. The arbitration proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts or as may be mutually agreed between the parties.
- vii. The decision of the majority of the arbitrators shall be final and binding on the parties to the contract.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 138 of 459

CHAPTER – 20 ARBITRATION

- viii. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the Contractor and the BDL, unless otherwise awarded by the Arbitration Tribunal.
- ix. In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the outgoing arbitrator.
- x. In the event of one of the parties failing to nominate its arbitrator within 60 days as above or if any of the parties does not nominate another arbitrator within 60 days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least 30 days to request the International Chamber of Commerce to nominate another arbitrator as above.
- xi. If the place of the third arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.
- xii. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - The provisions with regard to appointment of an Arbitrator by the International Chamber of Commerce, Paris shall only be resorted to in cases of International Commercial Arbitration. Similarly, the UNCITRAL provisions will only apply with regard to appointment of Arbitrator, fixation of fees of the Arbitrator when it is a foreign arbitration. The procedure to be adopted during arbitration will be as provided in the Indian Arbitration & Conciliation Act, 1996.

20.3 ARBITRATION CLAUSE – CPSUS/DPSUS:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the Arbitration Machinery set up in the Department of Public Enterprises and that if the Department of Public Enterprises fails to settle the dispute, the same will be referred to the Committee constituted by the Cabinet Secretariat.

20.4 JURISDICTION OF THE COURT :

A clause shall be included in the tender document that all disputes and differences arising out of or in connection with any matter under the contract shall be tried by courts situated at _____ (Name / location of the court under whose jurisdiction the Division of BDL comes) only to the exclusive jurisdiction of all courts.

Arbitration Clause: In case of IP, IEMs will be the arbitrators as per the provision of Integrity Pact signed between BDL and contractors.



CHAPTER – 21

SPECIAL PROCEDURES**21.1 SPECIAL MATERIALS:**

Materials like pre-engineered Structures, Structural Glazing's, Membrane Structures, Roof Glazing's including polycarbonate materials. Gal volume Sheets, Epoxy paintings, Fabric Texture, UPVC [Un-Plasticized Poly Vinyl Chloride) Roofing, Automated Hangar Doors. Composite materials (Composite door shutters etc.), FRP, HDPE/LDPE plastics etc are considered in the BOQ with market rates obtained through a committee if they are not included in CPWD / DSR. Effort shall be made to include special materials in the design stage itself to reduce maintenance of the building, speedy construction and completion of the projects.

21.2 GREEN BUILDING CONCEPTS:

"A green building is one which utilises less water, optimizes energy efficiency, conserves natural resources, generates less waste and provides healthier spaces for occupants, as compared to a conventional building." It is needed now a days since "Bridging the gap between demand and supply of non-renewable and scarce resources through cost-effective interventions".

Indian Green Building Council (IGBC) Green Homes is the first rating programme developed in India, exclusively for the residential sector which was based on U.S. Green Building Council (USGBC) rating system. The certification is named as LEED-INDIA [Leadership in Energy and Environmental Design] and another rating system is **GRIHA** an acronym for **Green Rating** for Integrated Habitat **Assessment**. is the National Rating System of India. It has been conceived by TERI [*The Diergi- acrd Resources In. woete*] and developed jointly with the Ministry of New and Renewable Energy, Government of India. It is a green building Design Evaluation System', and is suitable for all kinds of buildings in different climatic zones of the country.

- a) The evaluation of rating will be based on the following criteria which will certify by TERI.
 - i. Site planning.
 - ii. Building planning and construction stage.
 - iii. Building operation and maintenance.
- b) The benefits of GRIHA rating system.
 - i. Up to 30% reduction in energy consumption.
 - ii. Limited waste generation due to recycling.
 - iii. Less consumption of water.
 - iv. Reduced pollution load & liability.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 140 of 459

CHAPTER – 21 SPECIAL PROCEDURES

- III. A** detailed note on GRIHA and how points are earned & evaluation process along with a list of buildings which are already being registered with GRIHA is available on websites at **www.dve.nic.in** or **www.grihaindia.org**.
- IV.** Green Building Concept is to be incorporated as per circular no. DPE/13(2)/10-Fin dated 11.03.2010 issued by Govt. of India, Ministry of Heavy industries & Public Enterprises which states 'all new buildings of Central Government / Public Sector Undertaking to meet at least the requirements of **GRIHA version 3 shall have at least – 3 Star rating** (Green **Rating** for Integrated Habitat **Assessment**), though every effort to be made to achieve a higher Star rating wherever site conditions permit ideally, all Organizations would aim at reaching **4 Star rating**."

21.3 CENTRE FOR FIRE, ENVIRONMENT & EXPLOSIVE SAFETY (CFEES):

Special attention has to be provided to ensure the buildings, storage areas, traverses meet the STEC for fire and explosive safety requirements prepared by CFEES. Necessary approvals are to be obtained from CFEES for the design drawing prepared before actually taking them up for construction.

The design features must include the structure, traverses, the distances to be maintained from other buildings, conductive flooring etc.. While designing the explosive storage capacities should be carefully drawn and efforts should be made to optimise the design.

21.4 IDENTIFICATION BADGES FOR LABOUR:

Identification Badges shall be provided by the contractor.

The Contractor shall provide each of his employees including labour with identification badge at his cost. The employees shall display the badges on their person so that the badges are clearly visible for checking by the security as they enter the premises of the company.

The contractor should immediately notify the company if any of the badges is lost and a new one issued in its place, or when badges are carried away by discharged labour. No employee of the Contractor without a badge will be permitted to enter the premises of work, except in such cases where special permission of the Company / Engineer is obtained.

21.5 BONUS CLAUSE:

For tenders above Rs. 5 Crores, a bonus clause shall be incorporated in the tender document stating that 1% bonus will be paid to the contractor in case 10% saving of scheduled time as per the tender. This may be including to motivate contractors to complete the projects in time.

Whenever bonus clause is proposed to be introduced estimate of cost and time are realistic and accurate. Special attention is to be paid in preparation of the tender documents and schedule of quantities and rates. It is to be ensured the costing and project timing are optional and are certified by a committee nominated by CFA or an agency capable of verifying the same.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 141 of 459

ANNEXURE-A

STATEMENT OF CASE FOR INITIATION OF DEMAND FOR NEW WORKS / SERVICES

A To be filled by user department

- 1 Brief description of the bid.
- 2 Justification for the new works / services being demanded.
- 3 Details of difficulties, if any, being experienced in the absence of services.
- 4 Whether alternative means have been explored. If so, details may be furnished.
- 5 Estimated cost of the work on a very rough basis.
- 6 Time within which the work is required to be completed.
- 7 Can this await inclusion in the capital budget of the year and be considered in normal courses?

OR

- 8 Is this to be treated as an emergent work.
- 9 If this work is to be treated as an emergent one.
 - a) Justification therefore.
 - b) Reasons for which this could not be foreseen and provided for in the normal course.

B For use in Appropriate Technical Authority's office

- 10 Whether the work proposed is technically feasible and recommended.
- 11 Estimated cost for completion.
- 12 Estimated time required therefore from the date sanction is accorded, for
 - a) Design and planning.
 - b) Contract action.
 - c) Execution.

C Planning Proforma

- 13 Description of work specifying the purpose and justification.
- 14 Reference to Budget Head for the year.
- 15 Amount available.
- 16 Minimum requirements for floor space.
- 17 Line Plan giving the layout and optimum dimensions. If any
- 18 Location.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 142 of 459

ANNEXURE-A

- 19 Special services required such as Air-conditioning, forced draught ventilation dust free environment, compressed air, power and illumination, gantries, mono rails, water supply etc.
- 20 Any other points that the Engineer should bear in mind in planning the works such as the need for future expansion, addition of another floor etc.

Proposed & Technically

Financial

Administrative

Cleared by

Concurrence by

Approval

Encl: Line diagram / Layout drawing



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 143 of 459

ANNEXURE-B

ADMINISTRATIVE APPROVAL CUM CAPITAL APPROPRIATION REQUEST (C.A.R)

- 1 Administrative Approval cum C.A.R No :
Date :
- 2 Description of work :
- 3 Capital Budget Head and year of sanction. :
- 4 Amount sanctioned in the budget. :
- 5 Amount already approved. :
- 6 Amount for this Administrative approval. :
- 7 Balance amount available $\{(4 - 5) - 6\}$:
- 8 Authority competent to accord administrative
Approval and Delegation of powers under
which Approved. :
- 9 Authority competent to accord financial
Concurrence. :

Proposed & Technically
Cleared by

Financial
Concurrence by

Administrative approval
-cum CAR accorded by

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 144 of 459

ANNEXURE-C**TECHNICAL SANCTION TO DETAILED ESTIMATE**

1. Detailed Estimate No. :
2. Name of the work. :
3. Value of Preliminary / Abstract
/ Block Estimate as sanctioned
in Administrative Approval :
4. Value of detailed estimate
including contingencies and
Departmental charges :
5. Estimate cost put to tender :
6. Estimate prepared based on .
 - a. CPWD DSR / Prevailing Market
Rates / TC Rates :
 - b) Drawing Nos.
.....
7. Details of materials to be
procured departmentally
: (With details)
8. Name, designation and signature
of the official preparing the estimate. :
9. Name, designation and signature of the
official checking the estimate :
10. Head (Contracts) :
11. Name, designation and signature of the
Finance official Concurring the estimate.
..... Technical sanction to the above estimate is accorded.

Sanctioning Authority
CFA

Checked by
Prepared by

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 145 of 459

ANNEXURE-D**ESTIMATE SHEET**

Name of work :

Detailed estimate number :

List of drawings referred for the preparation of estimate :

S.No.	Description of Work	Number	Measurement			Quantity
			Length	Breadth	Depth	
1	2	3	4	5	6	7

Prepared by :

Checked by:

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 146 of 459

ANNEXURE-E**ABSTRACT OF COST**

Name of work :

Reference to Rates adopted :

S.No.	Subheads and items of work	Quantity or Number	Unit	Rate	Amount
1	2	3	4	5	6

Prepared by :

Checked by :

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 147 of 459

ANNEXURE-F**STANDARD SCHEDULE OF CONTRACT PERIODS FOR BUILDING WORKS**

S. No.	TYPE OF BUILDING	Contract period (in months for total plinth area of buildings in all floors)					
		Up to 250 Sq.m	251 to 500 Sq.m	501 to 1000 Sq.m	1001 to 2500 Sq.m	2501 to 5000 Sq.m	Every Additional 2500 Sq.m.
1	Single Stored Structures	4	6	8	10	11	1
2	Framed Strictires	5	7	9	11	12	1
		Extra for every additional storey (for lead bearing as well as framed structures) : 1.5 months.					

Notes:

1. This schedule is applicable for works where construction of buildings of total plinth area up to 25,000 sq m is involved. For bigger works, the NIT approving authority shall decide the contract period based on the merits of the individual cases.
2. This schedule is to serve as a general guide for fixing contract periods for building works under normal conditions, in large cities like Delhi, Kolkata, Chennai, Bangalore, Hyderabad etc. where the building trade is well organized. For small or out of the way places where normal facilities for construction of buildings may be lacking, contract periods should be fixed suitably after taking the to consideration the local conditions, subject to maximum increase in time period of $33\frac{1}{3}$ %.
3. When the contract period runs though monsoons, extra period may be allowed for the same on the assumption that progress during monsoons is about half of the progress in fair weather. For example in Delhi where the monsoons last for about 2 months one month may be added, and in places like Kolkata and Mumbai, Hyderabad, Vizag where monsoons last four months, two months may be added.
4. Where a basement is to be provided an extra period of 3 to 4 months may be added depending on the extent of basement and depth of sub-soil water table.
5. This schedule takes into account the normal building specifications. Extra period may be allowed for works having special features such as (i) domes, shells and conferred roofs, (ii) extensive stone works, stone veneering and sculpturing and (iii) special finishes and architectural feature.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 148 of 459

ANNEXURE-F

6. In case of works consisting of number of small units, such as a group of residential quarters, scattered over a large area, an extra period of 1 to 3 months may be allowed depending on the number of units and their disposition.
7. When work is to be executed in congested areas and on small sites the period may be suitably increased because of difficulties in storage of building materials.
8. This schedule takes in to account about 3 months for foundations in the case of multi-storeyed buildings of five or more storeys. In case of buildings on piles, normally the work of the piles would be executed through a separate contract and the time required for the superstructure should be fixed by reducing the period determined on the basis of the schedule by about 3 months.
9. Contract periods for internal and external services should be fixed according to the programme for completion of the building taking into consideration the local conditions.
10. For particular cases of urgent nature or cases where completion period is fixed and cannot be postponed and cases of national Importance, workable time period may be fixed, preferably by holding a pre-bid conference with the prospective tenderers.
11. For works other than those indicated above including maintenance work the NIT approving authority shall decide the contract period based on priority of the individual case.



VERSION NO.	03
-------------	----

03

DATED

19 / 06 / 2023

PAGE NO

Page 149 of 459

ANNEXURE-G

PERIODICAL SERVICES MEASUREMENT BOOK (PSMB)

DIVISION

[illegible]



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 150 of 459

ANNEXURE-H

PERIODICAL SERVICES RENDEEDRED

DIVISION

Name of Building & No. :

Measured by :

Location :

Date of Measurement :

From : To :

Particulars.....No. Dimensions.....AreaTotal

- a. Area to be white washed
- b. Area to be distempered
- c. Area to be painted in all
- d. Etc.

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 151 of 459

ANNEXURE-I

**STATUS OF COMMITMENT APPROVED,
ANTICIPATED AND BALANCE YET TO BE COMMITTED**

DIVISION

CAPITAL BUDGET BE / RE(IN LAKHS)

Budget Head	Sl.No.	Item	Approved in BE.....	Anticipated In	Anticipated Balance as on
1	2	3	4	5	6

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 153 of 459

ANNEXURE-K**STATEMENT OF CASES IN WHICH FINAL BILLS HAVE NOT BEEN PAID WITHIN SIX MONTHS OF SUBMISSION OF BILLS BY THE CONTRACTORS**

DIVISION

S. No.	Name of Contractor & Contract No.	Value of contract	Date on which work was completed	Date of submission of final bill	Claims of the final bill submitted	Date of pay-ment (if the bill has been paid)	Expected date of pay-ment (if the bill has not yet been paid)	Reasons for which final bill has not been paid within six months
1	2	3	4	5	6	7	8	9

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 154 of 459

ANNEXURE-L

Modal Tender Document for Engaging Civil Consultants

Section I : Request for Proposal Letter (RFPL)

1. Request for Proposal Letter (RFPL)

RFPL is the tender's invited for participation of "providing consultancy services" as per the RFP.

2. The RFP Document

2.1. Consultants must read the complete 'RFP Document'.

This RFPL, an integral part of the RFP Document, serves the limited purpose of invitation and does not purport to contain all relevant details for submitting Proposals.

'Tender Information Summary' (TIS) appended to this letter gives a salient summary of the relevant information, including the Type of BPQ/ Contract and Selection Method to evaluate RFP. Any generic reference to RFPL shall also imply a reference to TIS as well. However, Consultants must go through the complete RFP Document for details before submission of their Proposals.

2.2. Availability of the RFP Document

The RFP Document shall be published on the e-Procurement Portal for download after the date and time of the start of availability till the due date for availability as mentioned in TIS. Unless otherwise stipulated in TIS, the downloaded RFP Document is free of cost. Any query/ clarification regarding downloading RFP Documents and uploading bids on the e-Procurement portal may be addressed to the civil department / user.

2.3. Clarifications

A Consultant may seek any clarification of the RFP Document through the written communication addressed to civil department / user before the date and time stipulated in TIS. The due date shall not be extended in case of any intervening holidays. No other means of submission of queries shall be entertained. The RFP comprises of the person to be contacted and it is to be in writing only through email / letter.

3. Eligibility and Qualification Criteria for Participation in this RFP

The Consultant must meet the eligibility and qualification criteria as of the date of his bid submission and should continue to meet these criteria till the award of the contract.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 155 of 459

ANNEXURE-L (Contd...)

4. Purchase Policies of the BDL

4.1. Relaxation in Prior Turnover and Experience to Startups

- 1) While evaluation of the Consultants, relaxation in prior turnover and experience was provided to Startups (as defined by the Department for Promotion of Industry and Internal Trade).
- 2) BDL restrict the participation of entities from i) Certain countries sharing land borders with India and ii) Countries that restrict the participation of Bidders from India. Consultants are to be submit declarations.

5. Pre-bid meet:

If indicated in TIS, Consultants are requested to attend a Pre-bid meeting to clarify the RFP's technical requirements and commercial conditions at the time, date, and place mentioned there in.

6. Submission of bids:

- 1) Bids must be uploaded by the submission due date mentioned in TIS. If the office happens to be closed on that date, this deadline shall not be extended. Further details are given in ITC.
- 2) **Integrity Pact:** If indicated, in the TIS, all Consultants shall have to sign the Integrity Pact with BDL as per 'Form T-10: Integrity Pact'. In such cases, bids without a signed Integrity Pact shall be rejected.

7. Bid Opening

Bids received shall be opened after due date as per TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day.

Note: For further details, please refer to appended TIS and the complete RFP Document.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 156 of 459

ANNEXURE-L (Contd...)

Appendix to RFPL : Tender Information Summary (TIS)

RFP Document No. Tender ID No; Tender Title: Consultancy Services

Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Tender Title/ Name of Assignment	Consultancy Services		
Tender Reference Number	RFP No./ xxxx	Tender ID	[Fill]
Tender Type	[RFP - Limited Tender]...etc	Tender Category	[Services]
No. of Covers	[Two Covers]	Product Category	[Consultancy]
Selection Method	[QCBS/ LCS/ FBS/ SSS]	Appointing Authority for Arbitration	Civil Head
Form of BOQ/ Contract	[Mention as appropriate - Time-based (inputs admeasurement) or Lumpsum or Unit-Rate (Output admeasurement) or Percentage-Based]		
Organisation:	BDL	The Procuring Unit:	Procuring Unit
Tender Inviting Authority (TIA)	[Fill]	Address	[Fill]

2.0 Critical Dates			
For the schedule of dates for the Pre-bid meeting, if any, please refer to Section 7.0 below			
Published Date	[Fill up]	Bid Validity (Days from the date of bid Opening) – ITC-clause 8.3	[fill up both periods (default 90 days) in days and the calculated date]
Document Download Start Date & Time	[Normally start of business on the day after publishing]	Document Download End Date & Time	[Normally up to a few hours/ one day before the time of Proposal Opening]
Clarification Start Date & Time	[Normally start of business on the day after publishing]	Clarification End Date & Time	[Normally not later than 7 days before the Proposal submission deadline to give time to the Procuring Entity for a response]
Bid Submission Start Date & Time	[Normally start of business on the day after publishing]	Bid Submission Closing Date & Time	[Normally up to a few hours/ one day before the time of Proposal Opening]
Bid Opening (techno-commercial bid) Date & Time	[Please allow enough time for Consultants to prepare responsive Proposals, depending on the documents and details required to be submitted]		
Technical Bid Presentation / Customers Testimonials	[To be intimated later]	Bid Opening (Financial Proposal) Date & Time	Only technically qualified vendors price bids will be opened by BDL.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 157 of 459

ANNEXURE-L (Contd...)

3.0 Terms of Reference

State:	[Fill]	GSTIN	[Fill]
Period of Contract	[Indicate the period of resulting Contract]		
Service Details:	[Add more rows if more than one Service is in a schedule]		

4.0 Obtaining the RFP Document and clarifications

eProcurement and BDL contact details	[Fill in BDL portal URL and BDL contact details if the RFP Document download/ submission facility is also provided there]		
Cost of RFP Document (INR)	If any to be specified		
Office/ Contact Person/ email for clarifications	[Same as TIA above]		

5.0 Pre-bid meeting

Is Pre-bid meeting proposed to be held?	[No]
Place, time, and date of the Pre-bid meeting	[Fill if it is 'Yes' above and delete the row if it is 'No' above. If only a video-conference is to be held, then mention this fact along with credentials of the meeting, e.g., Meeting Link, - Meeting Number and Password]
Place, time, and date before which Written queries for the Pre-bid meeting must be received	[Fill if it is 'Yes' above and delete the row if it is 'No' above.]
Place, time, and date before which registration of participants for the Pre-bid meeting conference must be received	[Fill if it is 'Yes' above and delete the row if it is 'No' above]

6.0 Preparation and Submission and Opening of Proposals (ITC-clause 8, 9 and 10)

Bids to be addressed to	BDL Civil Unit		
Instructions for Online Proposal bidding	[https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page]		
Language	[English]	Bid Validity	[90 days from Bid opening date]
Proposal Opening Place	[On e-procurement portal(s) mentioned above]		

7.0 Documents relating to Bid Security (ITC-clause 8.4) and Performance Security (ITC-clause 13.1.2)

Bid Security (EMD) Amount in INR:	[Fill]	Is Bid Securing Declaration permitted in lieu of Bid Security	[No]
Performance Security	[Fill in the applicable percentage(5% to 10%) of Order value]	Bid/ Performance Security to be addressed/ in favour of	[Fill]
Form of Bid/ Performance Security	[Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque (only for EMD), Bank Guarantee from any of the Commercial Banks, payment online in an acceptable form]		

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 158 of 459

ANNEXURE-L (Contd...)

Section II: Instructions to Consultants (ITC)

1 The RFP Document

1.1. Basic Tender Details

This 'RFP Document' Document (hereinafter referred to as 'the RFP Document') details the terms and conditions for entering a contract for delivery of the Consultancy Services (hereinafter called 'the Services') described in Section VI: Terms of Reference (TOR). The 'Services' may include incidental Goods, Works, and other Services if so indicated. In this RFP Document, any generic reference to 'Services' shall be deemed to include such incidental Goods, Works, and other Services. Proposals are invited exclusively from the Consultants.

1.2. Interpretations, Definitions, Abbreviations and Document Conventions

Section IV: General Conditions of Contract (GCC), details tenets of interpretation (GCC-clause 1.1), definitions (GCC-clause 1.2), document conventions (GCC-clause 1.3) and abbreviations (GCC-clause 1.4), which shall also apply to the rest of the RFP Document.

1.3. Overview of Contents

- 1) Unless otherwise stipulated in AITC, the Sections, Forms and Formats comprising this RFP Document are described in ITC-clauses 1.4, 1.5 and 1.6 below. A separate BOQ file for Financial Proposal on the eProcurement Portal is also part of this RFP Document. Any generic reference to RFP Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOQ file or other files that comprise this RFP Document.
- 2) Consultants must submit the Proposal in the Forms/ Formats mentioned in ITC-clauses 1.5 and 1.6 below (as relevant).

1.4. Sections of the RFP Document

1.4.1 Sections of the RFP Document

Unless otherwise stipulated in AITC, the RFP Document contains the following sections, which are described in subsequent sub-clauses:

- 1) Section I: Request for Proposal Letter (RFPL) and its Appendix: Tender Information Summary (TIS)
- 2) Section II: Instructions to Consultants (ITC)
- 3) Section III: Appendix to Instructions to Consultants (AITC)
- 4) Section IV: General Conditions of Contract (GCC)
- 5) Section V: Special Conditions of Contract (SCC)

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 159 of 459

ANNEXURE-L (Contd...)

- 6) Section VI: Terms of Reference (TOR)
 - a) Section VI-A: List of Key Experts and Required Qualifications
- 7) Section VII: Evaluation/ Scoring Criteria

1.4.2 Section I: Request for Proposal Letter (RFPL) and its Appendix: Tender Information Summary (TIS)

Section I – Request for Proposal Letter (RFPL) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Consultant to decide on participating in the RFP. Consultants must fill up 'Form T-7: Terms and Conditions - Compliance' regarding any proposed deviations from this Section.

1.4.3 Section II: Instructions to Consultants (ITC) and Section III: Appendix to Instructions to Consultants (AIRC)

Section II: "Instructions to Consultants" (ITC), along with Section III: "Appendix to Instructions to Consultants (AIRC)", provides the relevant information as well as instructions to assist the Consultants in preparing their proposals. It also includes the mode and procedure adopted for receipt/ opening, evaluation of Proposals, and contract award. In case of a conflict, provisions of AIRC shall prevail over those in the ITC. Any generic reference to ITC shall also imply a reference to AIRC as well. Consultants must fill up 'Form T-7: Terms and Conditions - Compliance' regarding any proposed deviations from these Sections.

1.4.4 Section IV: General Conditions of Contract (GCC) and Section V: Special Conditions of Contract (SCC)

Section IV – General Conditions of Contract (GCC) and Section V – Special Conditions of Contract (SCC) describe the conditions governing the resulting contract. In case of a conflict, provisions of the SCC shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/ SCC shall prevail over those in ITC/ AIRC. Consultants must fill up 'Form T-7: Terms and Conditions - Compliance' regarding any proposed deviations from terms and conditions in these Sections.

1.4.5 Section VI: Terms of Reference(TOR) and Section VI-A: List of Key Experts and Required Qualifications

Section VI: Terms of Reference(TOR) describes the background, purpose/ objectives, description/ scope, deliverables/ outcomes, timelines, Procuring Entity's inputs and counterpart personnel, statutory requirements of Services required etc. Section VI-A: 'List of Key Experts and Required Qualifications' describes the team composition, expertise, experience and professional qualifications required for each Key Experts. Any generic reference to TOR shall imply a reference to Section VI-A: 'List of Key Experts and Required Qualifications' as well. Consultants must fill up 'Form T-3: Comments

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 160 of 459

ANNEXURE-L (Contd...)

and Suggestions on Terms of Reference, Counterpart Staff, and Facilities to be provided by BDL regarding these Sections. Regarding this Section, Consultants must fill out Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by BDL.

1.4.6 Section VII: Evaluation/ Scoring Criteria

- 1) Section VII – Evaluation/ Scoring Criteria stipulates the scoring scheme for evaluating various Technical criteria. These may cover scoring of criteria relating to the Consultant's experience, Technical Approach and Methodology, understanding of requirements, qualification and experience of Key Experts, transfer of knowledge etc. It may also lay down a minimum technical score to qualify for the next stage of Financial Evaluation. In a specific evaluation scheme, instead of a scheme of scoring, a scheme may be laid down to evaluate criteria on a pass/ fail basis.
- 2) Consultants must fill up the following Forms regarding this Section:
 - a) Form T-2: Consultant's Organisation and Experience
 - b) Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity
 - c) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
 - d) Form T-5: Work Schedule and Planning for Deliverables
 - e) Form T-6: Team Composition, Assignment, and Key Experts' Inputs
 - i) Annex to Form T-6: Key Experts' Curriculum Vitae (CV)

1.5. Forms (To be filled, digitally signed, and uploaded by Consultants)

Please refer to ITC-clause 1.4 above to relate the following forms to the corresponding Sections.

1) Technical Bid:

- a) Form T-1: Bidding Form – (To serve as a covering letter to both the Techno-commercial and Financial Bids)
- b) Form T-1A: Consultant's Commercial Information
- c) Form T-2: Consultant's Organisation and Experience
- d) Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the BDL



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 161 of 459

ANNEXURE-L (Contd...)

- e) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
- f) Form T-5: Work Schedule and Planning for Deliverables
- g) Form T-6: Team Composition, Assignment, and Key Experts' Inputs
- h) Annex to Form T-6: Key Experts' Curriculum Vitae (CV)
- i) Form T-7: Terms and Conditions - Compliance
- j) Form T-8: Checklist for Consultants. The consultant must also upload the Checklist to confirm that he has complied with all the instructions in the RFP Document and that nothing is inadvertently left out. This checklist is only for general guidance, is not comprehensive, and does not absolve the Consultant from complying with all the requirements stipulated elsewhere in the RFP Document.
- k) Form T-9A: Bank Guarantee Format for Earnest Money Deposit
- l) Form T-9B: Bid Securing Declaration
- m) Form T-10: Integrity Pact
- n) Any other format/ Form if stipulated in AITC or considered relevant by the Consultant.

2) Financial Bid

The financial bid is to be submitted as per the RFP document.

1.6. Other Formats

- 1) Format 1: Contract Form(Required after Letter of Award)
 - a) Appendix A: Terms of Reference
 - b) Appendix B: Key Experts
 - c) Appendix C: Remuneration Cost Estimates
 - i) Annex to Appendix C: Breakdown of Agreed Fixed Rates in Consultant's Contract
 - d) Appendix D: Reimbursable Expenses Cost Estimates
 - e) Appendix E-1: Bank Guarantee Format for Performance Security
 - f) Appendix E-2: Bank Guarantee Format for Advance Payment
- 1) Format 2: Certification by Prospective Arbitrators
- 2) Format 3: Authorisation to Attend Pre-bid meet. (To be filled up, if required, by Consultant)

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 162 of 459

ANNEXURE-L (Contd...)

2. BDL - Rights and Disclaimers

2.1. BDL

Bids are to be addressed to the Tender Inviting Authority (TIA), the designated officer for uploading and clarifying this RFP Document. The contract may designate, as required, a counterpart Contract Manager (or Contract Management Team); and Paying authority who shall discharge the designated function during contract execution.

2.2. Right to Intellectual Property and confidentiality:

- 1) The RFP Document and associated correspondence are subject to copyright laws and shall always remain the property of the BDL and must not be shared with third parties or reproduced, whether in whole or part, without the BDL's prior written consent.
- 2) However, Consultants may share these to prepare and submit their bids with their employees, Sub-consultant(s) or holding Company after obtaining an undertaking of confidentiality similar to that imposed on the Consultant.
- 3) This condition shall also apply to Consultants who do not submit bids after downloading it or are not awarded a contract.
- 4) The obligation of the Consultants under sub-clauses above, however, shall not apply to information that:
 - a) now or hereafter is or enters the public domain through no fault of Consultant;
 - b) is legally possessed by Consultant at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
 - c) otherwise lawfully becomes available to Consultant from a third party with no obligation of confidentiality.
- 5) The provisions of this clause shall survive completion or termination for whatever reason of the Procurement Process or the contract.

2.3. Right to Reject any or all Bids

BDL reserves its right to accept or reject any or all bids, abandon/ cancel the tendering process, and issue another EO/ RFP for the same or similar Services before the award of the contract. It would have no liability to the affected Consultant(s) or any obligation to inform them of the grounds for such action(s).

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 163 of 459

ANNEXURE-L (Contd...)

2.4. Disclaimers

2.4.1 Regarding the Purpose of the RFP Document

The RFP Document is neither an agreement nor an offer to the prospective Consultant(s) or any other party. The purpose of the RFP Document is to provide the Consultant(s) with information to assist them in participation in this Procurement Process.

2.4.2 Regarding Documents/ guidelines

The RFP Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the Consultants and BDL. No other Government or Procuring Entity's document/ guidelines/ Manuals, including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the RFP Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in legal or dispute resolution or grievance redressal proceedings.

2.4.3 Regarding Information Provided

Information contained in the RFP Document or subsequently provided to the Consultant(s) is on the terms and conditions set out in the RFP Document or subject to which that was provided. Similar terms apply to information provided verbally, in the documentary, or any other form, directly or indirectly, by the Procuring Entity, its employees, or associated agencies.

2.4.4 Regarding RFP Document:

- 1) The RFP Document does not purport to contain all the information Consultant(s) may require. It may not address the needs of all Consultants. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the RFP Document to the Consultant(s) is on various matters, some of which may depend upon interpreting the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BDL, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2) BDL, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability of any assessment, assumption, statement, or information in the RFP Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense arising from/ incurred/ suffered, howsoever caused, to any person, including any Consultant, on such account.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 164 of 459

ANNEXURE-L (Contd...)

3. Consultants – Participation in this RFP process

3.1. Eligibility to Participate

This invitation is open only to consultants having:

Continued Eligibility:

- a) The Consultant must continue to meet the eligibility criteria prescribed, including restrictions on Consultants from specified countries as of the date of his bid submission and should continue to meet these till the award of the contract. Consultants shall be required to declare continued fulfillment of Eligibility Criteria in Form T-1 'Bidding Form (Covering Letter)'. Consultants must provide evidence of their continued eligibility to the BDL if requested.
- b) Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), service providers, suppliers and/or their employees similarly continue to meet such eligibility criteria.

Participation in only one bid: The Consultant shall not participate in more than one bid in this RFP Process. Participation in any capacity by a Consultant (including the participation of a Consultant as a Sub-consultant or as a member of a JV/C or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. Unless otherwise stipulated in TIS, this does not preclude a Sub-consultant or a Consultant's staff (if they are not submitting a proposal in their own name) from participating as Sub-consultant/ Key Experts/ Non-Key Experts in more than one bid. Consultant shall not be allowed to participate both as an individual Consultant and as a part of the joint venture or as a Sub-consultant.

Sub-contracting: The Consultant shall not subcontract the whole of the Services to sub-consultants. However, subject to the restrictions outlined in this RFP Document, a Consultant may propose sub-contracting a part of the contract for specialised items of services. The names and details of the sub-consultants must be clearly stated in the proposal submitted by the Consultant. Despite any approval of the Procuring Entity for such arrangements, the Consultant shall be solely and directly responsible for executing sub-contracted portions of the contract. The total value of the sub-contracted portion of services must not exceed the fraction of the contract value as specified in the RFP Document/ Contract (if not so specified, 25 (twenty-five) percent). Sub-contracting by the Consultant without the approval of the BDL shall be a breach of contract.

3.2. Conflict of Interest

The Consultant must provide professional, objective, and impartial advice, holding the BDL interests paramount at all times, and shall not try to get benefits beyond the legitimate payments and credentials in the contract. He should strictly avoid conflicts with other assignments or their corporate interests. Consultants must disclose to the BDL in Form T-1 'Proposal Form (Covering Letter)' any actual or

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 165 of 459

ANNEXURE-L (Contd...)

potential conflict that impacts its capacity to serve the best interest of BDL. Failure to disclose such situations shall be treated as a violation of the Code of Ethics (ITC-Clause15) and shall attract penalties mentioned therein. Bids found to have a conflict of interest shall be rejected as non responsive. Without limitation on the generality of the preceding, a Consultant in this Procurement Process shall be considered to have a conflict of interest if the Consultant:

1) **Conflicting Associations:**

- a) directly or indirectly controls, is controlled by or is under common control with another Consultant; or
- b) receives or has received any direct or indirect subsidy/ financial stake from another Consultant; or
- c) has the same correspondence address or same legal representative/ agent as another consultant for purposes of this bid; or
- d) has a relationship with another Consultant, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Consultant or influence the decisions of the BDL regarding this Procurement Process; or

2) **Unfair Competitive Advantage and Conflicting Activities:** had (or any of its Affiliates) been engaged by the BDL to provide goods, works, or services for a project, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or services. Conversely, a firm (or any of its Affiliates) hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the consulting services for such preparation or implementation.

3) **Conflicting Assignments:** would (including its Experts and Sub-consultants) or any of its Affiliates) be or are providing consultancy services in another assignment for the same or another Procuring Entity that, by its nature, may conflict with this assignment.

4) **Commissions and Gratuities:** The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of the resulting Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

5) **Conflicting Relationships:** has close business/ family relationship with a staff of BDL who are/ would be directly/ indirectly involved in any of the following activities:

- a) preparation of the RFP document or TOR of the Procurement Process
- b) evaluation of bids or award of Contract, or
- c) implementation/ supervision of the resulting Contract

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 166 of 459

ANNEXURE-L (Contd...)

4. The Terms of Reference (TOR) and Form of Contract

4.1. Facilities to be provided by the Procuring Entity

All inputs, relevant project data, and reports required for preparing the Consultant's Proposal shall be included in the TOR. Unless otherwise stipulated in the TOR, utilities or facilities (e.g., Rooms, Furniture, Transport, Access to IT Services etc.) shall NOT be provided by the BDL to the Consultant.

4.2. Forms of BOQ/ Contract and Selection Methods

Evaluation of Proposals and the resulting Contract shall be based on the form of BOQ/ Contract and the Selection method applicable for the RFP, as elaborated in ITC-Clause 11 and 12 below.

4.2.1 Time-Based (Inputs Admeasurement) form of BOQ/ Contract:

Unless otherwise stipulated in the TIS form of BOQ/ Contract shall be 'Time-Based (Inputs Admeasurement)'. In such contracts, the Consultant shall provide services on a timed basis according to the Terms of Reference. The Consultant's remuneration shall be determined based on the time spent by the Consultant in carrying out the Services based on (i) agreed-upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment and (ii) reimbursable expenses using actual expenses and/or agreed unit prices.

4.2.2 Lump sum form of BOQ/ Contract

If it is stipulated in TIS that this is a Lump sum form of BOQ/ Contract, then in this type of Contract, the Payments shall be linked to outputs (deliverables) such as reports, drawings, bills of quantities, bidding documents, or software programs.

4.2.3 Other forms of BOQ:

TIS may stipulate other forms of BOQ, e.g. Unit Rate (Output Admeasurement) or Percentage forms of BOQ. AITC would detail the evaluation process for such forms of BOQ.

4.2.4 Selection Method

- 1) Unless otherwise specified in TIS, the selection method applicable in this RFP shall be Quality and Cost Basis Selection (QCBS). If so stipulated in TIS/ AITC following selection methods can also be used in this RFP:
 - a) Least Cost Selection (LCS)
 - b) Fixed Budget Selection (FBS).
 - c) Single Source Selection (SSS)
- 2) Please refer to ITC-Clause 11 and 12 for details.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 167 of 459

ANNEXURE-L (Contd...)

4.3. Inputs of Key Experts

4.3.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement shall make the bid non-responsive.

4.3.2 BDL may indicate in the RFP Document the estimated Key Experts' time input (expressed in person-month) or the estimated total cost of the assignment, but not both. This estimate is indicative, and the Consultants should base their proposal on their own estimates. However, if the Consultant has a strong justification (to be recorded in the Proposal) to include lesser time input of Key Experts than that indicated in the TOR, it shall be treated as a deviation and dealt with as per ITC-Clause 11.1.2.

4.3.3 In the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed for assignments. The total available budget shall be given in the RFP Document, indicating whether it is inclusive or exclusive of taxes. Proposals exceeding the total available budget will be rejected.

5. Proposal Prices, Taxes and Duties

5.1. Prices

5.1.1 Competitive and Independent Prices

- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Consultant or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
- b) The prices should not be knowingly disclosed by the Consultant, directly or indirectly, to any other Consultant or competitor before the Financial bid opening unless otherwise required by law.

5.1.2 Price Components

Consultant shall indicate in the Price Schedule prices/ rates against all the specified components, including the unit prices and total bid prices.

5.1.3 Price Schedule

- 1) Consultants are to quote only after entering the relevant as per the RFP document. All the columns in the price schedule should be filled up as required. If any column does not apply to a Consultant, he should clarify the same.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 168 of 459

ANNEXURE-L (Contd...)

- 2) Consultants shall fill in rates other than zero value in the specified cells without leaving them blank.
- 3) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services to be delivered and the incidental goods/works to be supplied, location of the Consultant, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, Mining & Forest of the Consultant's country and in India.

5.1.4 Provisions of GST

- 1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.
- 2) While quoting the basic rate, the Consultant should offset the input credit available as per the GST Act.
- 3) Please refer to ITC-Clause 5.3 for further details.

5.1.5 Currencies of Proposal and Payment

- 1) Unless otherwise stipulated in the AITC, the Consultant's currency of bid and payment shall be quoted entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
- 2) Where the AITC permits quotations in different currencies, then, for Services performed in or sourced from India, prices shall be quoted in Indian rupees only, and for Services performed from foreign locations, prices shall be quoted in Indian rupees or the currency stipulated in the AITC. For evaluation, all quoted prices shall be converted into Indian Rupees as per the procedure mentioned in ITC-clause 11.4.2 below.

5.1.6 Non-compliance

Tenders, where prices are quoted in any other way, shall be rejected as non responsive.

5.2. Firm/ Variable Price

5.2.1 Firm Price

Unless otherwise stipulated in the AITC, prices quoted by the Consultant shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

5.2.2 Price Variation Clause:

- 1) In case the RFP Documents require/ permit offers on a variable price basis, the price quoted by the Consultants shall be subject to adjustment during the original delivery

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 169 of 459

ANNEXURE-L (Contd...)

period to take care of the changes in the input cost of labour, material, and fuel/ power components under the price variation formula as stipulated in the RFP Document.

- 2) If a Consultant submits a firm price quotation against a variable price quotation requirement, that bid shall be prima-facie acceptable and considered further, taking the price variation asked for by Consultant as nil.

5.3. Taxes

The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising from the Contract.

5.3.1 GST Registration Status:

- 1) All the Consultants should ensure that they are GST compliant and that their quoted tax structure/ rates are as per GST Act/ Rules. Consultants should be registered under GST and furnish a GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under a specific notification/ circular/ section/ rule issued by statutory authorities.
- 2) **GST Registration Number (15-digit GSTIN).** If the Consultant has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical concerned with the service delivery shall be quoted. If the services provided are from multiple states, the Consultant should mention GST registration numbers for each state separately.
- 3) **Composition scheme:** If the Consultant has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
- 4) **Exemption from Registration:** If a Consultant is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Consultant claiming exemption in this respect shall submit a valid certificate from practicing Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (UDIN) to the effect that Consultant fulfills all conditions prescribed in notification exempting him from registration. Such Consultant/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the BDL directly to concerned authorities. The consultant should note that his offer would be loaded with the payable GST under the RCM. Further, the Consultant should notify and submit to BDL within 15 days of becoming liable for registration under GST.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 170 of 459

ANNEXURE-L (Contd...)

5.3.2 HSN Code and GST Rate:

- 1) If provided in this RFP Document, the HSN (Harmonized System of Nomenclature) code shall be only indicative. It shall be the responsibility of the Consultant to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them
 - a) As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separately from the Bid / contract price (exclusive of GST).
 - b) If the price is stated to be inclusive of GST, the Consultant must declare the current applicable rate included in the price. Consultants should quote 'GST' if payable extra on the total basic rate of each service and quoted GST in '%' inclusive of cess.
- 2) **Applicability to Imported Goods/ Services:** If imported into India, the supply of commodities, services, or both shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

5.4. Payments

5.4.1 General

Unless otherwise stipulated in AITC, the usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the BDL and production of all required documents. However, periodic "On Account" payments shall be made unless otherwise stipulated as per the procedure laid down in GCC.

5.4.2 No Advance Payments

Unless otherwise stipulated in AITC, BDL shall make no advance payment of any type (Mobilization, secured advances, etc.). If AITC does stipulate advance payments, these shall be subject to conditions stipulated therein.

6. Downloading the RFP Document; Corrigenda and Clarifications

6.1. Downloading the RFP Document

The RFP document can be downloaded as per the details given in RFPL clause 2.2.

6.2. Corrigenda/ Addenda to RFP Document

- 1) Before the due date for submitting bids, BDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the RFP Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 171 of 459

ANNEXURE-L (Contd...)

manner as the original RFP Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to Consultants who have downloaded the document under their login. However, the Consultants must check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the RFP Document.

- 2) To give reasonable time to the prospective Consultants to take such corrigendum/ addendum into account in preparing their bids, BDL may suitably extend the due date for the bid submission as necessary. After BDL makes such modifications, any Consultant who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission as per ITC-clause 9.4.1 below.
- 3) BDL may extend the due date for the RFP submission by issuing an amendment. In this case, all rights and obligations of BDL and the consultants previously subject to the original due date shall then be subject to the new due date for the RFP submission.

6.3. Clarification of the RFP Document

A Consultant may seek any clarification of the RFP Document through the written communication addressed to civil department / user before the date and time stipulated in TIS. The due date shall not be extended in case of any intervening holidays. No other means of submission of queries shall be entertained. The RFP comprises of the person to be contacted and it is to be in writing only through email / letter. If a modification of the RFP document is warranted due to such clarification, an addendum/ corrigendum shall be issued as per ITC-Clause 6.2 above.

7. Pre-bid meeting

- 1) If a Pre-bid meeting is stipulated in the TIS, prospective Consultants interested in participating in this tender may attend a Pre-bid meet to clarify the techno-commercial conditions of the RFP at the venue, date and time specified therein.
- 2) Participation is not mandatory: However, if a Consultant chooses not to (or fails to) participate in the Pre-bid meet or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
- 3) The date and time by which the written queries for the Pre-bid meet must reach the authority and the last date for registration for participation in the Pre-bid meet are also mentioned in the TIS.
- 4) Delegates participating in the Pre-bid meeting must provide a photo identity and an authorization letter as per Format 3: "Authorization to attend a Pre-bid meeting" from their Company/ principals; else, they shall not be allowed to participate. The pre-bid meeting may also be held online at the discretion of BDL.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 172 of 459

ANNEXURE-L (Contd...)

- 5) After the Pre-bid meeting, queries and clarifications from Pre-bid meeting shall be published on the BDL's portal. If required, a clarification letter and corrigendum to RFP Document shall be issued, containing amendments to various provisions of the RFP Document. As per ITC-clause 6.2 above, to give reasonable time to the prospective Consultants to consider such clarifications in preparing their bids, BDL may suitably extend, as necessary, the due date for the bid submission.

8. Preparation of Bids

8.1. The Bids

8.1.1 Language of the Bid

Unless otherwise stipulated in the AITC, the bid submitted by the Consultant and all subsequent correspondence and documents relating to the bid exchanged between the Consultant and BDL shall be written in the language specified in the AITC /SCC (hereinafter referred to as the 'Bid Language'. If nothing is specified, the language shall be English). However, the language of any printed literature furnished by the Consultant in connection with its bid may be written in any other language provided a certified translation accompanies it in the Bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

8.1.2 Acquaintance with Local Conditions and Factors

At his own cost, responsibility, and risk, the Consultant is encouraged to visit, examine, and familiarise himself with the local conditions and factors. The Consultant acknowledges that before the submission of the Proposal, he has, after a complete and careful examination, made an independent evaluation of the local conditions, infrastructure, logistics, communications, legal, environmental, and any other conditions or factors which would have any effect on the performance of the contract. Consultants shall be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and not entertain any request from the Consultants.

8.1.3 Cost of preparation and submission of bids

The Consultant(s) shall bear all direct or consequential costs, losses and expenditures associated with or relating to the preparation, submission, and subsequent processing of their bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which BDL may require, or any other costs incurred in connection with or relating to their bids. All such costs, losses and expenses shall remain with the Consultant(s), and BDL shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Consultant(s) for participation in the Procurement Process, regardless of the conduct or outcome of the Procurement Process.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 173 of 459

ANNEXURE-L (Contd...)

8.1.4 Interpretation of Provisions of the RFP Document

The RFP document's provisions must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context, contrived, or between-the-lines interpretation is unacceptable.

8.1.5 Alternate Bids are not Allowed.

Unless otherwise stipulated in the AITC, conditional offers, alternative offers, and multiple bids by a Consultant shall not be considered. The Portal shall permit only one bid to be uploaded.

8.2. Documents comprising the Bid:

8.2.1 Techno-commercial Bid / Cover

"Technical Bid" shall include inter-alia the scanned copies of duly signed or digitally signed copies of forms as per ITC-Clause 1.6 in pdf format. *The Technical Bid shall not include any financial information. A Technical Bid containing material financial information shall be declared non-responsive.*

8.2.2 Financial Bid /Cover

"Financial Bid" shall comprise the Price Schedule on the e-Procurement Portal. It should be filled considering all financially relevant details, including Taxes and Duties, as per ITC-clause 5.3. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses in the RFP Document. *No additional technical details which have not been brought out in the Technical Bid shall be brought out in the Financial Bid. A Financial Bid containing material Technical Information not disclosed in the Technical Bid shall be declared non-responsive.*

8.3. Bid Validity

- 1) Unless specified to the contrary in the TIS, Bids shall remain valid for a period not less than 90 days from the due date for Bid submission stipulated in TIS. A Bid valid for a shorter period shall be rejected as non responsive.
- 2) In case the day upto which the Bids are to remain valid falls on/ subsequently declared a holiday or closed day for BDL, bid validity shall automatically be deemed to be extended upto the next working day.
- 3) In exceptional circumstances, before the expiry of the original time limit, BDL may request the Consultants to extend the validity period for a specified additional period. The request and the Consultants' responses shall be made in writing or email.
 - a) The Consultant has the right to refuse to extend the validity of its Bid, in which case such bid shall not be further evaluated.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 174 of 459

ANNEXURE-L (Contd...)

- b) If the Consultant agrees to extend the validity of its bid, it shall be done without any change in the original bid and with the confirmation of the availability of the Key Experts.
- c) If any Key Experts become unavailable for the extended validity period, the Consultant shall seek permission to substitute another Key Expert. The Consultant shall provide adequate written justification and evidence to BDL with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than the originally proposed one. The technical evaluation score, however, shall remain based on the evaluation of the CV of the original Key Expert.
- d) If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to BDL, such bids shall be rejected.

8.4. Bid Security - Related Documents

- 1) **EMD/ BSD as Bid Security:** The Consultant shall provide Bid Security as Earnest Money Deposit (EMD) for the amount shown in the TIS (or if permitted in TIS, a Bid Securing Declaration as Form T-9Bin lieu of EMD).
- 2) **Modalities of EMD:** Unless otherwise provided in TIS, the earnest money shall be denominated in Indian Rupees. Wherever relevant, it shall be in favour of the Account specified in TIS and shall be furnished in one of the following modalities valid for forty-five days beyond the validity of the proposal:
 - a) Insurance Surety Bonds
 - c) Account Payee Demand Draft or
 - d) Banker's cheque
 - e) Bank Guarantee from/ confirmed by any of the commercial banks in the format specified in Form T-9A, or
 - f) Payment online to the account specified
- 3) **Forfeiture of EMD (Enforcement of BSD):** EMD shall be forfeited (or in case BSD is permitted, the declaration¹ shall be enforced from the date of such decision) if the Consultant breaches any of the following obligation(s) under the RFP:
 - (a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 175 of 459

ANNEXURE-L (Contd...)

(b) after having been notified within the period of Bid validity of the acceptance of his bid by BDL:

i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the RFP document's conditions.

ii) fails or refuses to sign the contract.

- 4) Return of EMD (Expiry of BSD):** Unsuccessful Consultants' EMD shall be returned to them without any interest (or if BSD is permitted, it shall stand expired) not later than thirty days after the conclusion of the resultant contract. Successful Consultant's EMD shall be returned without any interest (or if BSD is permitted, it shall stand expired) after receipt of performance security from them.

9. Signing and Uploading Bids

9.1. BDL e-procurement requirements

As per the instructions given by the Civil department / User.

9.2. Signing of Bids

The individual signing/ digitally signing the bids or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the Consultant along with Form T-1: Proposal Form (Covering Letter).

9.3. Submission/ uploading of Bids.

9.3.1 Submission/ Uploading to the Portal

Further to details mentioned in RFPL clause 6:

- 1) Bids must be uploaded on the e-Procurement Portal mentioned in the TIS until the due date for the bid submission as notified therein. If the office happens to be closed on the due date to submit the bid as specified above, this deadline shall not be extended.
- 2) In the case of downloaded documents, the Consultant must not make any changes to the contents of the documents while uploading, except for filling in the required information—otherwise, the bid shall be rejected as non responsive. Uploaded Pdf documents should not be password protected. Consultants should ensure the clarity/ legibility of the scanned documents uploaded by them.
- 3) The date and time of the e-Procurement server clock (also displayed on the dashboard of the consultants) shall be the reference time for deciding the closing time of the bid submission. Consultants are advised to ensure they submit their bid within the due date of submission, taking the server clock as a reference, failing which the portal shall not

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 176 of 459

ANNEXURE-L (Contd...)

accept the bid. No request on the account that the server clock was not showing the correct time and that a particular consultant could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. BDL shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process.

- 4) Only one copy of the bid can be uploaded, and the Consultant shall digitally sign all statements, documents, and certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the IT Act 2000 as amended from time to time. A bid submitted by a Joint Venture shall be digitally signed by an authorized representative with a written power of attorney signed by each member's authorized representative to legally bind all members.
- 5) Unless otherwise instructed in the RFP Document, the consultant need not sign or up-load the Sections in ITC-clause 1.4 above while uploading his bid. However, they must declare in his bid Form (Form T-1: bid Form) that they have read, understood, complied with, and stand bound by all requirements of these sections:
- 6) BDL reserves its right to call for verification, at any stage of evaluation, especially from the successful Consultant(s) before the issue of Work Order, originals of uploaded scanned copies of documents. If a consultant fails at that stage to provide such originals or, in case of substantive discrepancies in such documents, it shall be construed as a breach of the Code of Integrity (see clause 15 below). Such RFP bids shall be liable to be rejected as non responsive and other punitive actions for such a breach.
- 7) Price bid should be submitted as per the format uploaded by BDL.
- 8) All bids uploaded by the Consultant to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The Consultant should ensure the correctness of the bid before uploading and take a printout of the system-generated submission summary to confirm the successful bid upload.

9.3.2 Implied acceptance of procedures by Consultants

Submission of bid in response to the RFP Document is deemed to be acceptance of the procedures and conditions of e-Procurement and the RFP Document.

9.4. Modification, Resubmission and Withdrawal of Bids

9.4.1 Modification & Resubmission

Once submitted in e-Procurement, the Consultant can not view or modify his bids since it is locked by encryption. However, resubmission can be done if it is permitted in RFP by withdrawing the earlier submitted bid.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 177 of 459

ANNEXURE-L (Contd...)

9.4.2 Withdrawal

- 1) The Consultant may withdraw his bid before the bid submission due date, and it shall be marked as withdrawn and shall not get opened during the bid opening.
- 2) No bid should be withdrawn after the bid submission due date and before the bid validity period expires. If a Consultant withdraws the bid during this period, BDL shall be within its right to forfeit the Bid Security (or enforce the Bid Securing Declaration, if it was allowed in lieu of Bid Security), in addition to other punitive actions provided in the RFP Document for such misdemeanor as per clause 8.4 above.

10. Bid Opening

Bids shall be opened on or after the date & time of the opening stipulated in TIS. Bids cannot be opened before the specified date & time, even by BDL, civil department / user, or the Publisher. If the specified date of bid opening falls on is subsequently declared a holiday or closed day for BDL, the bids shall be opened at the appointed time on the next working day.

11. Evaluation of Bids and Award of Contract

11.1. General norms

11.1.1 Evaluation is based only on declared criteria.

- 1) The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by the Consultant in its/ his bid and other allied information deemed appropriate by BDL. Evaluation of bids shall be based only on the criteria/ conditions included in the RFP Document. The Selection Method to be used for evaluation and the Type of Contract (Price Structure) is mentioned in the TIS.
- 2) The determination shall not consider the qualifications of other firms, such as the consultant's subsidiaries, parent entities, affiliates, or any other firm(s) different from the consultant.
- 3) Consultants planning to subcontract any Key Activities indicated in Section VI: Terms of Reference (TOR) and its sub-sections must ensure compliance with ITC-Clause 3 above.
- 4) Information relating to the evaluation of RFPs and evaluation results shall not be disclosed to any participant or any other persons not officially concerned with such process until the notification of shortlisting is made in accordance with clause 13.1 below.

11.1.2 Deviations/ Reservations/ Omissions - Substantive or Minor

- 1) During the evaluation of bids, the following definitions apply:
 - a) "Deviation" is a departure from the requirements specified in the RFP Document;

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 178 of 459

ANNEXURE-L (Contd...)

- b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and
 - c) “Omission” is failing to submit part or all of the information or documentation required in the RFP Document.
- 2) A deviation/ reservation/ omission from the requirements of the RFP Document shall be considered a substantive deviation as per the following norm, and the rest shall be considered a Minor deviation:
 - a) which affects in any substantive way the scope, quality, or performance standards of the Services;
 - b) which limits in any substantive way, inconsistent with the RFP Document, BDL rights, or the Consultant’s obligations under the contract; or
 - c) Whose rectification would unfairly affect the competitive position of other Consultants presenting substantively responsive bids.
- 3) The decision of the BDL shall be final in this regard. Bids with substantive deviations shall be rejected as non responsive.
- 4) Variations, deviations, and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Services stipulated in the RFP Document shall not influence evaluation bids. If the bid is otherwise successful, such benefits shall be availed by BDL, which would become part of the contract.
- 5) BDL reserves the right to accept or reject bids with minor deviations. Wherever necessary, BDL shall convey its observation as per ITC-clause 11.1.3 below on such ‘minor’ issues to the Consultant by registered/ speed post/ electronically etc., asking Consultant to respond by a specified date. If the Consultant does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as non responsive.

11.1.3 Clarification of bids and shortfall documents

- 1) During the evaluation of Techno-commercial or Financial Bids, BDL may, at its discretion, but without any obligation to do so, ask the Consultant to clarify its bid by a specified date. The consultant should answer the clarification within that specified date (or, if not specified, 7 days from receiving such a request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such Consultant. Any clarification submitted by a Consultant regarding its bid that is not in response to a request by the BDL shall not be considered.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 179 of 459

ANNEXURE-L (Contd...)

- 2) BDL reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the bid Opening and which have not undergone change since then and do not grant any undue advantage to any Consultant.
- 3) If the consultant fails to provide satisfactory clarification and/or missing information, its RFP shall be evaluated based on available information and documents.

11.1.4 Contacting BDL during the evaluation

From bid submission to awarding of the contract, no Consultant shall contact BDL on any matter relating to the submitted bid. If a Consultant needs to contact BDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Consultant to influence BDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as non responsive in addition to other punitive actions for violation of Code of Integrity as per the RFP Document.

11.2. Evaluation of Bids

11.2.1 Preliminary Examination of bids - Determining Responsiveness

A substantively responsive bid is complete and conforms to the RFP Document's essential terms, conditions, and requirements without substantive deviation, reservation, or omission. Bids with substantive techno-commercial deviations or other essential aspects of the RFP shall be rejected as non responsive. Only substantively responsive bids shall be considered for further evaluation. BDL reserves its right to consider and allow minor deviations in technical and Commercial Conditions. Unless otherwise stipulated in the AITC, the following are some of the crucial aspects for which a bid shall be rejected as non responsive:

- 1) The bid is not in the prescribed format or is not submitted as per the stipulations in the RFP Document.
- 2) Failure to provide and/or comply with the required information, instructions etc., incorporated in the RFP Document or evasive information/ reply against any such stipulations.
- 3) Required Bid Security(EMD) (or Bid Securing Declaration BSD if permitted) has not been provided.
- 4) Consultant no longer complies with the eligibility criteria;
- 5) The Services offered are not eligible as per the provision of this tender.
- 6) The consultant has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the AITC.
- 7) The bid validity is shorter than the required period.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 180 of 459

ANNEXURE-L (Contd...)

- 8) The bid departs from the essential requirements stipulated in the bidding document;
- 9) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations
- 10) Furnishing wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejecting the bid as non responsive, it is liable to attract other punitive actions under relevant provisions of the RFP Document for violating the Code of Integrity.

11.2.2 The evaluation process

Unless otherwise stated, only the techno-commercial bids shall be opened on the stipulated date of opening of bids. After that, the techno-commercial evaluation shall ascertain whether these bids meet the requirements of the Terms of Reference, Technical Criteria and Minimum Score. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno-commercial evaluation.

11.3. Techno-commercial Evaluation

11.3.1 Evaluation of Technical Bids/ Score

- 1) BDL shall evaluate the Technical bid and assign scores as per the scheme of criteria and sub-criteria as laid down in 'Section VII: Evaluation/ Scoring Criteria'. This determination shall, inter-alia, consider the Consultant's (i) "Specific experience of the Consultant (as a firm) relevant to the Assignment"; ii) "Adequacy and quality of the proposed methodology, and work plan"; iii) "Key Experts' qualifications and competence for the Assignment".
- 2) In the case of JV/C, the evaluation of the Technical bid shall include the credentials of all members, including non-substantial members.
- 3) If it is established that any Key Expert nominated in the Consultant's bid was included in the bids without his/her confirmation, such bid shall be disqualified and rejected for further evaluation and shall be treated as a violation of the Code of Ethics and would be liable for penalties thereunder.
- 4) All Key Experts (including the Team Lead) must meet the minimum requirements specified in Section VI-A: List of Key Experts and Required Qualifications. If any Key Expert fails to meet these minimum requirements, his score shall be evaluated as Nil. If any Key Expert or Team Lead of the successful consultant scores less than the specified percentage of the maximum score (or 50%, if not so specified), BDL shall be entitled to ask for a better replacement before the negotiations as per ITC-Clause 12 below.

11.3.2 Evaluation of Conformity to Commercial and Other Clauses

Consultants must comply with all the Commercial and other clauses of the RFP Document as per submissions in Form T-7: 'Terms and Conditions – Compliance'. BDL shall also evaluate the commercial

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 181 of 459

ANNEXURE-L (Contd...)

conditions quoted by the Consultant to confirm that all essential terms and conditions stipulated in the RFP Document have been accepted without substantive omissions/ reservations/exceptions/ deviation by the Consultant. Deviations from or objections or reservations to critical provisions such as those concerning (but not limited to) Governing laws and Jurisdiction (GCC Clause 3), Consultant's Obligations and Restrictions of its Rights (GCC Clause 5), Performance Bond/ Security (GCC Clause 5.8), Force Majeure (GCC Clause 9.6), Taxes & Duties (GCC Clause 10.2), and Code of Integrity (GCC Clause 13) shall be deemed to be a substantive deviation and treated as unresponsive as per clause 11.1.2 (3) above.

11.3.3 Evaluation of Techno-commercially Suitable Consultants and Opening of Financial Bids (Price Bids)

Each responsive bid shall be given a technical score applying the evaluation criteria, sub-criteria, and scoring system specified in Section VII: Evaluation/ Scoring Criteria. A bid shall be rejected if it fails to achieve the minimum technical score indicated therein. Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable. Financial bids of successful Consultants only shall be opened online. The financial bids of unsuccessful Consultants shall remain encrypted and unopened.

11.4. Financial Bids Evaluation and Ranking of Bids

11.4.1 Financial Bids Evaluation

- 1) Financial Bids of all Techno-commercially suitable bids are evaluated based on the selection method declared in the RFP Document (LCS/ QCBS/ FBS) and ranked accordingly.
- 2) Unless otherwise stipulated, the evaluation of prices shall be on total outgo from BDL's pocket, to be paid to the Consultant or any third party, including all elements of costs as per the terms of the proposed contract, duly delivered, as the case may be, including any taxes, duties, levies etc.
- 3) In the case of JV/C, the financial credentials of non-substantial members shall not be considered in the financial evaluation.
- 4) As per policies of the Central Government, from time to time, BDL reserves its option to give purchase preferences to eligible categories of Consultants as indicated in the RFP Document.
- 5) evaluation of bids shall include and consider the following taxes/ duties, as per ITC-clause 5.3 above:
 - a) in the case of Services performed in India or incidental goods of foreign origin already located in India, GST & other similar duties shall be contractually payable on the Services and incidental Goods if a contract is awarded to the Consultant;



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 182 of 459

ANNEXURE-L (Contd...)

- b) The offers shall be evaluated based on the GST rate quoted by each Consultant, and the same shall be used for determining the inter-se ranking. BDL shall not be responsible for any misclassification of the HSN number or incorrect GST rate quoted by the Consultant. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and
- c) If GST is quoted extra but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.
- d) If a bidder enters “zero/blank” GST or an erroneous GST, the financial evaluation will be done considering the “Zero” or quoted GST rate, as the case may be. In cases where the successful bidder quotes the wrong GST rate for releasing the order, the following methodology will be followed:
 - i) If the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on the actual GST rate.
 - ii) If the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

6) Correction of Errors/ adjustments:

- a) **Loading for Deviations:** Unless announced beforehand, the quoted price shall not be loaded based on deviations in commercial conditions. If it is so declared, such loading of a financial bid shall be done as per the relevant provisions;
- b) **Discrepancies between Technical and Financial Bid:**
 - i) Activities and items described in the Technical Bid but not priced in the Financial Bid shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Bid.
 - ii) If a Lump-Sum contract selection method is declared in the RFP, the Consultant is deemed to have included all prices in the Financial Bid, so neither arithmetical corrections nor price adjustments shall be made.
 - iii) If a Time-Based contract selection method is declared in the RFP, in case of discrepancy between the Technical and Financial Bids in indicating quantities of input, any higher quantities in Technical Bid shall prevail, and the quoted total prices shall be assumed to apply to this higher quantum. The unit rate for such activity shall be accordingly adjusted. No such correction shall be done if quantities are lower in the Technical Bid.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 183 of 459

ANNEXURE-L (Contd...)

- c) **Discounts and Rebates:** If any Consultant offers conditional discounts/ rebates in his bid or suo-motu discounts and rebates after the bid Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a Consultant gets selected as per the selection method, without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;
 - d) **Price Variation:** If the tenders have been invited on a variable price basis, the tenders shall be evaluated, compared, and ranked based on the position as prevailing on the due date and not on any future date.
- 7) **Ambiguous Financial Bid:** If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as non responsive.
- 8) **Time-Based (Input Admeasurement) Contracts:** The Consultant's bid must include the Key Experts' time-input person-months not less than the minimum specified in Section VI-A: List of Key Experts and Required Qualifications.
 - a) **Minimum Time Inputs:** if a bid includes less or more than the required minimum person-month time input, the bid shall be considered as per sub-clause 6. b)-iii) above for that key-position
 - b) The bid shall be evaluated based on remuneration cost plus reimbursable expenses as quoted by the consultants in the prescribed financial forms. The travel expense (TA/DA for authorized travel outside the home station) shall be reimbursed by BDL on an actual basis. It shall be limited to the entitlement in Appendix D to the Contract Form. Therefore, travel expenses (TA/DA for authorized travel outside the home station) need not be quoted in the financial bid for evaluation.
- 9) **Least-Cost Selection:** In the case of Least-Cost Selection (LCS), BDL shall select the Consultant with the lowest evaluated total price among techno-commercially suitable bids and invite such a Consultant to negotiations as per ITC-Clause 12 below. If the same lowest evaluated price is quoted by more than one Consultant, the consultant with a higher technical score (or higher Average Annual Turnover, in case of fail-pass technical criteria) shall be selected for negotiation.
- 10) **Quality and Cost-Based Selection (QCBS):** In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them to obtain a combined QCBS (Technical cum Financial) score, as explained in the sub-clauses below. The bid obtaining the highest total combined score in evaluating quality and cost will be ranked as H-1, followed by the bids securing lesser marks as H-2, H-3 etc. The bid securing the highest combined marks and ranked H-1 will be invited for negotiations as per ITC-Clause 12 below. If two or more bids have the same highest score in the final ranking, the bid with a higher financial score will be H-1.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 184 of 459

ANNEXURE-L (Contd...)

- a) The Technical Bids are given an absolute technical score (Ta out of max 100) based on the evaluation criteria in Section VII: Evaluation/ Scoring Criteria. However, to normalise this w.r.t. Financial Score Sf below, a relative Technical Score (St) based on their relative ranking shall be calculated. The highest evaluated Technical Score (Ta-max) is assigned the maximum relative Technical Score (St) of 100(Hundred). The formula for determining the relative Technical scores (St) of all other bids is as follows:

$$St = 100 \times Ta/Ta\text{-max},$$

in which “Ta-max” is the highest evaluated absolute Technical Score, “St” is the relative Technical score calculated, and “Ta” is the absolute Technical Score of the bid under consideration. This normalisation would avoid any unintended magnification of weightage to the financial score due to different scales of Technical Scores and Financial Scores.

- b) The Financial Bids are given cost-score based on the relative ranking of prices, with the lowest evaluated Financial Bid (Fm) being assigned the maximum financial score (Sf) of 100(Hundred). The formula for determining the financial scores (Sf) of all other bids is as follows:

$$Sf = 100 \times Fm/F,$$

in which “Fm” is the price of the lowest offer, “Sf” is the financial score calculated, and “F” is the price of the bid under consideration.

- c) The weights given to the Technical (T) and Financial (P) bids are specified in TIS/ AITC:

T (the weight given to the Technical Bid) in %, and

P (the weight given to the Financial Bid) in % (with T + P = 100%)

- d) Bids would be ranked according to their combined QCBS (weighted technical, St and financial, Sf) scores as follows:

$$S = (St \times T + Sf \times P)/100.$$

in which “S” is the combined QCBS score, “St” is the relative technical score calculated as per sub-clause a) above and “Sf” is the financial score calculated as per sub-clause b) above.

- e) All scores shall be calculated up to two decimal places only.

- 11) **Fixed Budget Selection (FBS):** In the case of FBS, those bids that exceed the budget indicated in the RFP Document shall be rejected. BDL shall select the Consultant having the highest-ranked Technical Bid that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract. In case more than one Consultants share the same highest technical score, the consultant whose financial bid is lower shall be invited to negotiate the contract.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 185 of 459

ANNEXURE-L (Contd...)

11.4.2 Global Tender Enquiry (GTE, International Competitive Bidding)

Unless otherwise stipulated in TIS, the RFP shall be only a Domestic procurement where rates are to be quoted and paid in Indian Rupees (INR) only. If explicitly stipulated in the TIS that this is a Global Tender Enquiry (International Competitive Bidding), the following additional aspects of the evaluation of the financial offer shall also apply:

1) Currency of Tender

In GTE tenders, if permitted in AITC, the bid price may be in foreign currencies, except for expenditure incurred in India (including incidental Works/ Goods/ Services delivered in India and agency commission, if any) should be stated in Indian Rupees.

2) Evaluation of Offers

For financial evaluation, all bids shall be converted to Indian Rupees based on the “Bill for Collection (BC) selling” exchange rate on the last deadline for the bid submission (Techno-commercial offer) from a source as specified (State Bank of India, if not so specified) in the tender document. The offers would be compared based on the principle of the total outgo from BDL’s pockets, including all applicable taxes and duties (Customs duty, GST, and GST Cess). For bids with Letter of Credit (LC) payment, the likely LC charges (as ascertained from the BDL’s bankers) should also be loaded. Import of Goods or services or both attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the ‘Custom Assessable Value’ plus the ‘Basic Customs duty applicable thereon’.

The terms FOB, FAS, CIF, DDP etc., shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

12. Contract Negotiation

12.1 Negotiations if required will be conducted with the successful consultant. Time and venue will be intimated later.

12.2. Verification of Original Documents

The verification of original documents if required will be done before issuing of Work Order.

12.3. Availability of Key Experts:

As a pre-requisite to the negotiations, the invited Consultant shall confirm the availability of all Key Experts included in the bid. Failure to confirm the Key Experts’ availability may result in the Consultant’s bid being declared non-responsive.

Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant,

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 186 of 459

ANNEXURE-L (Contd...)

including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the invitation letter to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

As per ITC-Clause 11.3.1-4), BDL reserves its right to seek during negotiations the replacement of the Team Leader/ other Key Experts who score below the minimum score if specified.

12.4. Technical Negotiations

The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, BDL inputs, the special conditions of the Contract, and finalizing the 'Appendix A: Terms of Reference' part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract lest the quality of the final product, its price, or the initial evaluation be vitiated.

12.5. Financial Negotiations

12.5.1 General

- 1) The Financial negotiations include clarifying the Consultant's tax liability and how it should be reflected in the Contract.
- 2) **Lump-Sum form of BOQ:** In the case of a Lump-Sum contract, if the selection method included cost as a factor in the evaluation, the total price stated in the Financial Bid shall not be negotiated.
- 3) **Time-Based (Input Admeasurement) form of BOQ:** In the case of a Time-Based contract, unit rate negotiations shall not take place except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by comparable consultants in comparable contracts. Then BDL may request the Consultant to clarify the breakdown of remuneration rates during the Contract negotiations. At the negotiations, the firm shall be prepared to disclose its audited financial statements for the last three years to substantiate its breakup of remuneration rates. If clarifications are not satisfactory BDL may ask the Consultant to reduce the rates. A breakdown of Remuneration sheets agreed upon at the negotiations shall form part of the negotiated contract and be included as an Annex in the Contract.

12.6. Conclusion of Negotiations

The negotiations are concluded with a review of the finalized draft Contract.

If the negotiations fail, BDL shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity for the Consultant to respond. If disagreement persists, BDL shall declare the bid non-responsive, informing the Consultant of the reasons for doing so. The BDL decision will be final and alternate action will be initiated as deemed fit.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 187 of 459

ANNEXURE-L (Contd...)

13. Award of Contract

13.1.1 Performance Security

- 1) Within the number of days stipulated in AITC (or 21 days if not specified) of receipt, performance Security as per details in GCC-5.8 shall be submitted by the Consultant to BDL.
- 2) If the Consultant, having been called upon by BDL to furnish Performance Security, fails to do so within the specified period, it shall be lawful for BDL at its discretion to annul the award and forfeit EMD (or enforce Bid Securing Declaration if it was permitted to be submitted in lieu of Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 188 of 459

ANNEXURE-L (Contd...)

Section III: Appendix to Instructions to Consultants (AIRC)

RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

(Ref AIRC-clause 1.4)

{Note for BDL: Text in grey italics font within square bracket [e.g., Mention ...] are just suggestions/ directions and must be replaced by applicable text - remove brackets and convert the font to regular and black. Delete the rows not required. Clauses other than those mentioned below may also be mentioned if these need to be changed}

Note for Consultants: Following clauses (in column 1), wherever these appear in AIRC, shall be taken to be negated or additional provisions be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the AIRC and that in the AIRC, the provision contained in the AIRC shall prevail.

ITC-Clauses	To be read as
ITC 1: Contents of RFP	
ITC 1.3, 1.4, 1.5	<i>[Mention any additional Sections, Forms or Formats in the RFP]</i>
ITC 3 Consultants - Eligibility and Preferential Policies	
ITC 3.2	<i>[Mention if shortlisted Consultants are not allowed to associate with other shortlisted/ non-shortlisted Consultants] (In case of EoI has been considered)</i>
ITC 3.2	<i>Mention if the participation of Sub-consultants, Key Experts and Non-Key Experts in more than one bid is not allowed]</i>
ITC4 The Terms of Reference and Form of Contract	
ITC4.1	<i>[Mention facilities, if any, to be provided by the Procuring Entity to Consultant]</i>
ITC5. Bid Prices, Taxes and Duties	
ITC 5.1.5	<i>[If prices are permitted to be quoted in currencies other than INR also, as in the case of Global Tenders]</i>
ITC 5.2.2	<i>[Mention if the Price Variation Clause is applicable. Also, mention the formula and indices]</i>
ITC 5.4.1	<i>[Mention payment terms, if different]</i>
ITC 5.4.2	<i>[Mention if Advance Payments are allowed – including types and %age]</i>
ITC 6 to 10 Downloading, Preparation, Submission and Opening of Bids	
ITC 8.1.1	<i>[Language in which bids are to be submitted – English or otherwise]</i>
ITC 8.2.1	<i>[Mention if Integrity Pact is to be Signed and Submitted along with bid. Include the Name and Contact Details of the Independent External Monitor (IEM) for Integrity Pact]</i>
ITC 11 and 12 Evaluation of Bids and Award of Contract	
ITC 11.2.1	<i>[Mention if additional criteria for responsive bids are proposed]</i>
ITC 11.4.2	<i>[Customise by indicating here whether this is a Global Tender Enquiry (International Competitive Bidding) and the foreign currencies permitted]</i>
ITC 13.1.2	<i>[Mention the period for submission of Performance Security if different from 21days]</i>

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 189 of 459

ANNEXURE-L (Contd...)

Section IV : General Conditions of Contract(GCC)

1. General

513.1. Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

- 1) The headings of these conditions shall not affect the interpretation or construction thereof.
- 2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- 3) Words in the singular include the plural and vice-versa.
- 4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company, association, or body of individuals, whether incorporated or not.
- 5) Any reference to 'Services' shall also be deemed to include the incidental Works/ Goods.
- 6) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, to date.
- 7) GCC-clause 5.12 (Book Examination clause) shall not apply unless invoked explicitly in the contract.

1.2. Definitions

In the contract, unless the context otherwise requires:

- 1) "Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits) or 'control' (including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms;
- 2) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the Proposal;
- 3) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934;
- 4) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 190 of 459

ANNEXURE-L (Contd...)

'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the Consultant the acceptance of his Proposal) or 'Agreement' or a 'repeat order' accepted/ acted upon by the Consultant in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the Consultant on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;

- 5) "Consultant" (as a participant in a Procurement Process - including the term 'contractor', 'bidder', 'tenderer', participant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions of Consultants stated herein before, including any agency branch or office controlled by such person, participating in a Procurement Process;
- 6) "Consultant" (as a contract holder - including the terms 'Supplier' or 'Service Provider' or 'Contractor' or 'Firm' or 'Vendor' or 'Successful Consultant' in specific contexts) means the person, firm, company, or Joint Venture with whom the contract is entered into and shall be deemed to include the Consultant's successors (approved by BDL), agents, Sub-consultant, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
- 7) "Contract Manager" means (as distinct from Team Leader of the Consultant) the Procurement Officer or any other officer or a third-party agency who has been assigned the authority to take all actions on behalf of BDL during the execution of the contract by the Consultant;
- 8) "Day", "Month", and "Year" shall mean respectively calendar day, month or year (unless reference to financial year is apparent from the context);
- 9) "Effective Date" means the date on which this Contract comes into force and effect as per the Contract;
- 10) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract;
- 11) "Goods" (including the terms 'Stores', and 'Material(s)' in specific contexts) includes all articles, materials, commodities, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 191 of 459

ANNEXURE-L (Contd...)

properties (but excludes books, publications, periodicals, etc., for a library), in specific contexts, procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include small work or some services that are incidental or consequential to the supply of such goods;

- 12) "Intellectual Property Rights" (IPR) means the intellectual property owner's rights concerning possession/ exploitation of such property by others of tangible or intangible intellectual property, including rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI);
- 13) "Joint Venture (JV or JV/C)" means an association or a Consortium with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to BDL for the performance of the Contract.;
- 14) "Key Expert(s)" means an individual professional (usually identified by name) whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was considered in the technical evaluation of the Consultant's bid;
- 15) "Non-Key Expert(s)" means an individual professional (usually not identified by name) provided by the Consultant or its Sub-consultants to perform the Services or any part thereof under the Contract;
- 16) "Parties": The parties to the contract are the "Consultant" and the "BDL", as defined in GCC clause 2.4;
- 17) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Consultant or Contractor in the form prescribed for the due performance of the contract;
- 18) "Procurement" means the acquisition of Goods/ Services/ works or a combination thereof by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) by BDL, whether directly or through an agency with which a contract for procurement is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;
- 19) "BDL" means the entity in BDL Organization procuring Goods, Works, or Services;
- 20) "Procurement Officer" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of BDL;

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 192 of 459

ANNEXURE-L (Contd...)

- 21) "Procurement Process" (or "Tender"; "RFP"; "EOI", "Tender Enquiry" in specific contexts): 'Procurement Process' is the whole process from the publishing of the RFP Document to the resultant award of the contract. 'RFP Document' means the document (including all its sections, appendices, forms, formats, etc.) published by BDL to invite Proposals in a Procurement Process. The RFP Document and Procurement Process may be generically and interchangeably referred to as "Bid Document", "Tender" or "Tender Enquiry, " which would be clear from context without ambiguity;
- 22) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers;
- 23) "Services" means the activities to be performed by the Consultant under this Contract, as described in Appendix A thereto;
- 24) "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (amended from time to time). It also includes stamped, except in the case of a Letter of Award or amendment thereof;
- 25) "Sub-consultant" means a person or corporate body with an agreement with the Consultant to carry out a specific part of the 'Services' while the Consultant remains solely liable for the execution of the Contract;
- 26) "Variation" means an instruction given by the Contract Manager, which varies the scope, quantum or performance standards of the Service performed;
- 27) "Works" refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more engineering designs, architectural design, material and technology, labour, machinery, and equipment.

1.3. Document Conventions

All words and phrases defined in GCC-clause 1.2 are written as 'Capitalised words' and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia 'Services' shall indicate the definition given in the GCC, while 'services' shall have the usual dictionary meaning.

2. The Contract

2.1. Language of Contract

The contract and all subsequent correspondence documents, during its execution, between the consultant and BDL shall be written in the Language (hereinafter called the contract's language) as stipulated in the Contract (or, if not so specified, in English). However, the language of any printed literature furnished by a Consultant to be written in any other language provided a certified translation

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 193 of 459

ANNEXURE-L (Contd...)

accompanies the same in the contract's language. For purposes of interpretation, translation in the contract's language shall prevail.

2.2. The Entire Agreement

This Contract and its documents (referred to in GCC-clause 2.5 below) constitute the entire agreement between BDL and the Consultant and supersede all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

2.3. Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of the Contract or any of its other provisions and conditions.

2.4. Relationship between Parties

- 1) The parties to the contract are the Consultant and BDL, as nominated in the contract.
- 2) Nothing contained herein shall be construed as establishing a relationship in the nature of master and servant or principal and agent between BDL and the Consultant. The Consultant, subject to this Contract, is legally the main principal/ master of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3) **Authority of Member in Charge:** In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the contract to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from BDL.
- 4) **Authorised Representative:** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by BDL or the Consultant may be taken or executed by the officials specified in the contract.
- 5) **Good Faith:** The Parties shall act in good faith concerning each other's rights under this Contract and adopt all reasonable measures to ensure the realization of the objectives of this Contract. The Consultant shall always act, in respect of any matter relating to this Contract or the Services, as a faithful adviser to BDL and shall at all times support and safeguard BDL's legitimate interests in any dealings with the third parties.

2.5. Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 194 of 459

ANNEXURE-L (Contd...)

- 1) Valid and authorized Amendments issued to the contract.
- 2) The Agreement consisting of the initial paragraphs, recitals, and other clauses, including the appendices annexed to it and signatures of BDL, set forth immediately before the GCC;
- 3) Appendix A: Terms of Reference;
- 4) Appendix B: Key Experts;
- 5) Appendix C – Remuneration Cost Estimates;
 - a) Annex to Appendix C: Breakdown of Agreed Fixed Rates in Consultant's Contract;
- 6) Appendix D – Reimbursable Expenses Cost Estimates;
- 7) Award of Contract, if issued
- 8) the SCC
- 9) the GCC
- 10) the Consultant's Proposal;
- 11) any other document listed in the contract as forming part of this Contract.
- 12) Integrity Pact, if any

2.6. Modifications/ Amendments, Waivers and Forbearances

2.6.1 Modifications/ Amendments of Contract

- 1) After the contract documents have been signed, no modified provisions shall be applicable unless amend the contract, at any time during the currency of the contract, by making alterations and modifications within the general scope of the Contract.
- 2) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on BDL unless and until the same is incorporated in a formal instrument and signed by BDL.

2.6.2 Waivers and Forbearance

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

- 1) Any waiver of BDL's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of BDL granting such a waiver and must specify the terms under which the waiver is being granted.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 195 of 459

ANNEXURE-L (Contd...)

- 2) No relaxation, forbearance, delay, or indulgence by BDL in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the Consultant shall, in any way whatsoever, prejudice, affect, or restrict the rights of BDL under this Contract, neither shall any waiver by BDL of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Laws and Jurisdiction

3.1. Governing Laws and Jurisdiction

- 1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 2) Irrespective of the place of delivery, the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Award of Contract has been issued. Unless otherwise specified in the Contract, the courts of Hyderabad, Telangana jurisdiction to decide any dispute arising out or in respect of the contract.

3.2. Changes in Laws and Regulations

Contract is governed by terms and conditions of RFP.

4. Communications

4.1. Communications

- 1) All communications under the contract shall be served by the parties to each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
- 2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- 3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the Contract expressly so designated.
- 4) Such communications would be an instruction, a notification, an acceptance, a certificate from BDL, or a submission or a notification from the Consultant. A notification or certificate required under the contract must be communicated separately from other communications.

4.2. Persons signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by authorised person of BDL.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 196 of 459

ANNEXURE-L (Contd...)

4.3. Address of the parties for sending communications by the other party.

For all purposes of the contract, including arbitration, thereunder, the address of parties to which the other party shall address all communications and notices shall be the Consultant's address as mentioned in the contract.

5. Consultant's Obligations and restrictions on its Rights

5.1. Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

The Consultant must proactively keep BDL informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

- 1) Where the Consultant is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:
 - a) A new partner shall not be introduced in the firm except with the previous consent in writing of BDL, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
 - b) On the death or retirement of any partner of the Consultant firm before the complete performance of the contract, BDL may, at his option, terminate the contract for default as per the contract and/or avail any or all remedies thereunder.
 - c) If the contract is not terminated as provided in Sub-clause (b) above, notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to BDL in writing or electronically.

5.2. Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the Consultant based on evaluation and scoring criteria stipulated in the RFP process. The Consultant is contractually bound to maintain compliance with all criteria during the execution of the contract. Any change which would vitiate the basis on which the Consultant was shortlisted or awarded the contract should be pro-actively bring to the notice of BDL within 7 days of it coming to the Consultant's knowledge.

5.3. Restriction on Potential Conflict of Interests

- 1) Neither the Consultant nor its Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
 - a) During this Contract's term, any business or professional activities in India that would conflict with the activities assigned to them.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 197 of 459

ANNEXURE-L (Contd...)

- b) After this Contract's termination, such other activities as may be stipulated in the contract.
- 2) Further more, if the Consultant, as part of the Services, has the responsibility of advising BDL on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.
 - 3) During the term of this Contract and after its termination, the Consultant and its affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or Services for any project resulting from or closely related to the subject Services of this Contract.
 - 4) The payment of the Consultant according to (GCC Clause 10.5) shall constitute the Consultant's only payment in connection with this Contract. The Consultant shall not accept for its benefit any trade commission, discount, or similar payment in connection with activities under this Contract or the discharge of its obligations hereunder. The Consultant shall use its best efforts to ensure that any Sub-consultants and the Experts and agents of either shall not receive any additional payment.
 - 5) The Consultant has an obligation and shall ensure that it's Experts and Sub-consultants shall have an obligation to disclose any actual or potential conflict that impacts their capacity to serve the best interest of BDL, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant and/ or the termination of the Contract.

5.4. Consequences of breach by Constituents of a Consultant

Should the Consultant or any of its partners, its Sub-consultants, any of its members in case of JV/C, or their Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Consultant (in case of JV, by the Lead Member, or in the case of the Lead Member being the defaulter, by the member nominated as Lead Member of the remaining JV/C) shall remedy such breaches within 21 days, keeping BDL informed. BDL may call upon the Lead Member to assign the work of the defaulting member to any other equally competent party acceptable to the Procuring Entity. However, at its discretion, BDL shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the Consultant or any partner of the Consultant firm has committed a default or breach of any of the conditions shall be final and binding on the Consultant.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 198 of 459

ANNEXURE-L (Contd...)

5.5. Assignment and Sub-contracting

- 1) the Consultant shall not, save with the previous consent in writing of BDL, sublet, transfer, or assign the contractor any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever to any Sub-consultant.
- 2) The Consultant shall notify BDL in writing of all such Sub-consultants, if not already stipulated in the contract, in its original Proposal or later. Such notification shall not relieve the Consultant from any of its liability or obligation under the terms and conditions of the contract. Sub-consultants must comply with and should not circumvent the Consultant's compliance with its obligations under GCC-clause 5.1 to 5.7.
- 3) If the Consultant sublets or assigns this Contract or any part thereof without such permission, BDL shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

5.6. Obligation to Indemnify BDL

5.6.1 For breach of IPR Rights

- 1) the Consultant shall indemnify and hold harmless, free of costs, BDL and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the Consultant under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
 - a) Any design, data, drawing, specification, or other documents or Services provided or designed by the Consultant for or on behalf of BDL.
 - b) The sale by the Procuring Entity in any country of the services/ products produced by the Services delivered by Consultant, and
 - c) The delivery of the Services by the Consultant or the use of the Services at BDL's Site
- 2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the Consultant.
- 3) If any proceedings are brought, or any claim is made against BDL arising out of the matters referred above, BDL shall promptly notify the Consultant. At its own expense and

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 199 of 459

ANNEXURE-L (Contd...)

in BDL's name, the Consultant may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping BDL informed.

- 4) If the Consultant fails to notify BDL within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then BDL shall be free to conduct the same on its behalf at the risk and cost to the Consultant.
- 5) At the Consultant's request, BDL shall afford all available assistance to the Consultant in conducting such proceedings or claims and shall be reimbursed by the Consultant for all reasonable expenses.

5.6.2 For Losses and Damages Caused by Consultant

- 1) the Consultant shall indemnify and keep harmless BDL, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against BDL because of any act or omission or default or negligence or trespass of the Consultant, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The Consultant shall make good at his own expense all resulting losses and/ or damages to:
 - a) the Services themselves or
 - b) any other property of BDL or
 - c) the lives, persons, or property of others
- 2) In case BDL is called upon to make good such costs, loss, or damages or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof, the amount of any costs or charges including costs and charges in connection with legal proceedings, which BDL may incur about it, shall be charged to the Consultant. All sums payable by way of compensation under any of these conditions shall be considered reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 3) BDL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the Consultant, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Consultant, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Consultant.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 200 of 459

ANNEXURE-L (Contd...)

5.7. Confidentiality, Secrecy and Property and IPR Rights

5.7.1 Property Rights

All necessary equipment's and intangible assets are to be procured by consultant at their own cost. BDL will not provide any physical / intangible asset.

5.7.2 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant under this Contract shall become and remain the property of BDL and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without BDL's prior written consent. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to BDL, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software but shall not use it for commercial purposes.

5.7.3 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of BDL to the Consultant in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of BDL and shall, without the prior written consent of BDL neither be divulged by the Consultant to any third party, nor be used by him for any purpose other than the design, procurement, or other services and activities required for the performance of this Contract. If advised by BDL, all copies of all such information in original shall be returned on completion of the Consultant's performance and obligations under this contract.

5.7.4 Secrecy

If the contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the Consultant shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

5.7.5 Restrictions on the Use of Information

- 1) Without BDL's prior written consent, the Consultant shall not use the information mentioned in the sub-clauses above except for performing this contract.
- 2) The Consultant shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of BDL, divulge to any person other than the person(s) employed by the Consultant in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 201 of 459

ANNEXURE-L (Contd...)

- 3) Notwithstanding the above, the Consultant may furnish to its holding company or its Sub-consultant(s) such documents, data, and other information it receives from BDL to the extent required for performing the contract. In this event, the Consultant shall obtain from such holding company/ Sub-consultant(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the Consultant under the above clauses.
- 4) The obligation of the Consultant under sub-clauses above, however, shall not apply to information that:
 - a) the Consultant needs to share with the institution(s) participating in the financing of the contract;
 - b) now or hereafter is or enters the public domain through no fault of Consultant;
 - c) can be proven to have been possessed by the Consultant at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
 - d) otherwise lawfully becomes available to the Consultant from a third party with no obligation of confidentiality.
- 5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the Consultant before the contract date in respect of the contract, the RFP Document, or any part thereof.
- 6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.7.6 Protection and Security of Personal Data

- 1) Where the Consultant is processing Personal Data for BDL (as part of Services), the Consultant shall protect it from all possible differences.

5.8. Performance Bond/ Security

- 1) Within twenty one days (or any other period mentioned in RFP Document or Contract) after the issue of the contract, the Consultant shall furnish to BDL performance security, valid up to sixty days (or any other period mentioned in RFP Document or Contract) after the date of completion of all contractual obligations by the Consultant.
- 2) The amount of Performance security shall be stipulated in the RFP document, or the Contract (or if not specified @ 10% of the contract Price) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:
 - a) Unless otherwise stipulated in the RFP Document or the Contract, Insurance Surety Bonds, Account Payee Demand Draft from any commercial bank in India, or online payment, or



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 202 of 459

ANNEXURE-L (Contd...)

- b) Bank Guarantee (including an e-Bank Guarantee) issued by a commercial bank in India, in the prescribed form provided in Appendix E-1 to Format 1: Contract Form.
- 3) If the Consultant, having been called upon by BDL to furnish Performance Security, fails to do so within the specified period, it shall be lawful for BDL at its discretion to annul the award and forfeit the EMD (or enforce Bid Securing Declaration, if that was submitted in lieu of Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 4) If the Consultant fails to maintain the requisite Performance Security during the Contract's currency, it shall be lawful for BDL at its discretion.
 - a) treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default, including termination of the Contract for Default, or
 - b) without terminating the Contract, recover from the Consultant the amount of such security deposit by deducting the amount from the pending bills of the Consultant under the contractor any other contract with BDL.
- 5) If a contract is amended, the Consultant shall furnish amended Performance Security with revised value and validity within twenty one days of the issue of such an amendment.
- 6) BDL shall be entitled, and it shall be lawful on his part,
 - (a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
 - i) Any default, failure, or neglect on the part of the Consultant in the fulfillment or performance in all respect of this contractor any other contract with BDL
 - ii) for any loss or damage recoverable from the Consultant which BDL may suffer or be put to for reasons of or due to the above defaults/ failures/ neglect
 - (b) and in either of the events aforesaid to call upon the Consultant to maintain the said performance security at its original limit by making further deposits, provided further that BDL shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the Consultant for similar reasons.
- 7) Subject to the sub-clause above, BDL shall release the performance security without any interest to the Consultant on completing all contractual obligations. Alternatively, upon the Consultant submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.
- 8) No claim shall lie against BDL regarding interest on cash deposits, Government Securities, or depreciation thereof.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 203 of 459

ANNEXURE-L (Contd...)

5.9. Permits, Approvals and Licenses

Whenever the Services and incidental Goods/ Works delivery requires the Consultant to obtain permits, approvals, and licenses from local public authorities or any third party, it shall be the Consultant's sole responsibility to obtain these and keep them current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the Consultant, BDL shall make its best effort to assist the Consultant in complying with such requirements in a timely and expeditious manner without diluting the Consultant's responsibility in this regard.

5.10. Insurances

The Consultant (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by BDL, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Codes; and at BDL's request, shall provide evidence to BDL showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurances are in place before commencing the Services as stated in GCC clause 9.2. Alterations to the terms of insurance shall not be made without the approval of the Contract Manager.

5.11. Accounting, Inspection and Auditing

The Consultant shall keep and make all reasonable efforts to cause its Sub-consultants to keep accurate and systematic accounts and records in respect of the Services and in such form and detail as shall identify relevant time changes and costs and as per accounting principles prescribed in India.

5.12. Book Examination Clause

If explicitly invoked in the contract, BDL reserves the right for 'Book Examination' as follows:

- 1) The Consultant shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised on that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Consultant shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract to such Government Officer in such manner as may be required. This Government Officer's decision on the relevancy of any document or information of return shall be final and binding on the parties. The obligation imposed by this clause is without prejudice to the Consultant's obligations under any other statute, rules or orders which shall be concurrently binding on the Consultant.
- 2) The Consultant shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Consultant's premises to examine the processes of delivery of Services and estimate or ascertain the cost of performance of Contract. The authorised

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 204 of 459

ANNEXURE-L (Contd...)

Government Officer shall have the power, mutatis mutandis, to examine all the relevant books of the Consultant's Sub-consultant or any subsidiary or allied firm or company, if any portion of the contract is entrusted or carried out by such entities.

- 3) If, on such examination, it is established that the contracted price is more than the actual cost-plus reasonable profit margin, BDL shall have the right to reduce the price and determine the amount to a reasonable level.
- 4) The Consultant or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the Consultant or its agencies calling for the production of documents under sub-clause (1) above. In the event of the Consultant's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of BDL, which would be final and binding on the Consultant and his agencies.

5.13. Legal Compliance

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants comply with the Applicable Law. Contractors should submit the undertaking about court case (s) / FIRs pending against the firm in the format provided at **Annexure-1G**.

5.14. Custody and Return of BDL's Assets loaned to Consultant

- 1) BDL if provided the assets they are to be returned in good order.

6. BDL's Obligations

6.1. Assistance by BDL

Unless otherwise specified in the Contract, BDL shall use its best efforts to:

- 1) Issue instructions and information to its officials, agents, and stakeholders for prompt and effective implementation of the Services.
- 2) Provide to the Consultant any other assistance as specified in the Contract.
- 3) **Access to Project Site:** BDL warrants that the Consultant shall have, free of charge, unimpeded access to the project site if such access is required for the performance of the Services.

6.2. Facilities to be provided by BDL

- 1) BDL shall make available to the Consultant and the Experts, for the performance of the contract, free of any charge (unless otherwise stated therein), the services, facilities, and property described in the 'Terms of Reference' (Appendix A) as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The Consultant shall use such property for the execution of the contract and no other purpose whatsoever.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 205 of 459

ANNEXURE-L (Contd...)

- 2) In case such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) how the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof according to GCC clause 10.1.1.

6.3. Counterpart Personnel

- 1) BDL shall make professional and support counterpart personnel available to the Consultant, as specified in **Appendix A**.
- 2) If counterpart personnel are not provided by BDL to the Consultant as and when specified in **Appendix A**, BDL and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by BDL to the Consultant as a result thereof.
- 3) Professional and support counterpart personnel, excluding BDL's Contract Management and liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform any work assigned to such member by the Consultant that is adequately consistent with the position occupied by such member, the Consultant may request the replacement of such member, and BDL shall not unreasonably refuse to act upon such request.

6.4. Payment Obligation

Considering the Services performed by the Consultant under this Contract, BDL shall pay the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided in the Contract.

7. Scope of Services and Performance Standards

7.1. Scope of Services

- 1) **Services:** This contract is for the performance/ delivery of Services of the description, scope/ quantum outlined in **Appendix A: 'Terms of Reference'** during the contract period specified therein.
- 2) **Incidental Works/ Goods/ Other Services:** If so stipulated, the Consultant shall be required to perform/ deliver specified incidental Works/ Goods/ other Services as an integral part of the Services in the contract.
- 3) **Location:** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in BDL's country or elsewhere, as BDL may approve.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 206 of 459

ANNEXURE-L (Contd...)

- 4) **Reporting Requirements:** The Consultant shall deliver to BDL the reports, deliverables, outputs, and documents specified in **Appendix A: 'Terms of Reference'**, in the form, in the numbers and within the periods outlined in the said Appendix, besides progress reports as per GCC Clause 9.3.
- 5) **Standard of Performance:**
 - a) The Consultant shall perform and carry out the Services with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
 - b) Unless otherwise specified, the performance standards and quality of the Services shall conform to the Terms of Reference as stipulated in the contract or as per best standards in the market, where not so specified.
 - c) **Defects in Services:** BDL shall promptly notify the Consultant of any identified defects, requesting the correction of the notified defect within a reasonable time. If the Consultant has not corrected notified defect within the time stipulated in BDL's notice, BDL may suspend payments as per GCC clause 10.6.

7.2. Eligible Services

Unless otherwise stipulated in the Contract, the country of origin of 'Services' and related 'Goods' under the contract shall have their origin in India or other countries (if specified in the Contract). Certain countries sharing land borders with India and Countries that restrict the participation of Bidders from India on a reciprocal basis. They should ensure that they continue to be free from such restrictions.

8. Deployment of Resources

8.1. Site and Assets thereon

8.1.1 Site of Service Delivery

- 1) The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out and any other lands or places provided by BDL for the contract.
- 2) No land or building or any other asset belonging to or in possession of BDL shall be occupied/ used by the Consultant without the permission of BDL. The Consultant shall not use or allow the site to be used for any purposes other than executing or concerning the execution of the services.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 207 of 459

ANNEXURE-L (Contd...)

8.1.2 Clearance of Site on Completion

- 1) On completion of the services, the Consultant shall handover the whole project site to BDL on 'as it was' basis. No final payment in settlement of the accounts for the Services shall be paid to the Consultant till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him.
- 2) In the event of failure on the part of the Consultant to comply with this provision within 7 days after receiving notice for clearance of BDL's site and lands, the Contract Manager shall cause them to be removed in such a way as deemed fit and convenient and cost as increased by supervision and other incidental charges shall be recovered from the Consultant. BDL shall not be held liable for any loss or damage to the Consultant's property as may be on the site and due to such removal.

8.2. Key and Non-key Personnel

8.2.1 General Requirements

- 1) **Restrictions on the Employment of Retired Staff or Officers or Managers of BDL within One Year of their Retirement:** the Consultant shall not himself be a retired Government employee of Gazetted rank or engage any employee or associate who is a retired Government employee of Gazetted rank, if such persons have not completed one year (or any other period prescribed by the relevant authority) from the date of retirement, in connection with this Contract in any manner whatsoever without obtaining prior permission of the relevant authority. If the Consultant is found to have contravened this provision, it shall constitute a breach of contract, and BDL shall be entitled to terminate the contract and/ or avail any or all the remedies thereunder.
- 2) **Team Lead:** The Consultant, when he is not personally present on the workplace site, shall nominate a Team Lead during working hours, which shall, on receiving reasonable notice, present himself to the Contract Manager. Orders given by the Contract Manager or his representative to the Team Lead shall be deemed to have the same force as if given to the Consultant.
- 3) The Consultant shall employ and provide qualified and experienced Key and Non-key Experts and Sub-consultants as required to carry out the Services.

8.2.2 Key Personnel

- 1) The titles, job descriptions, minimum qualifications, and estimated periods of the Consultant's Key Personnel engagement in carrying out the Services are described in Appendix B to the Contract.
- 2) The Key Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 208 of 459

ANNEXURE-L (Contd...)

- 3) Working hours and holidays for Experts are outlined in Appendix B. Foreign Key Experts carrying out Services in India shall be deemed to have commenced or finished work in respect of the Services several days before their arrival in or after their departure from India, as is specified in Appendix B.
- 4) Any leave-taking by Key Experts shall be subject to the prior approval by the Consultant, who shall ensure that absence for leave purposes shall not delay the progress and or impact adequate supervision of the Services. If Key Experts are not deployed for significant periods, affecting the progress and quality of the assignment, payments may be suspended as per clause 10.6 below.
- 5) **Substitution of Key Experts:**
 - a) Unless BDL may otherwise agree in writing, no changes shall be made in the Key Experts.
 - b) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to compelling or unavoidable situations outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. The substitute shall be of equivalent or higher credentials. Such substitution shall not exceed the limit specified in the Contract (or 30%, if not specified) of total key personnel.
 - c) Substitution of the first 10% of key personnel at the request of the Consultant shall be subject to a reduction of remuneration by a percentage specified in the Contract (or 5%, if not specified) of the remuneration which would have been paid to the original personnel from the date of the replacement till completion of the contract. Such reduction in remuneration shall progressively increase further for subsequent substitutions as specified in the Contract. If not specified, the reduction in remuneration shall be 10% and 15%, respectively, for the subsequent two slabs of 10% substitutions of key personnel (i.e., till 30% substitution). Such reduction shall not apply to the substitution of experts in pursuance of orders by the Contract Manager as per sub-clause (11) below.
- 6) **Additional Key Experts:** If additional Key Experts are required to carry out the Services during the execution of the contract, the Consultant shall submit to BDL for review and approval a copy of their Curricula Vitae (CVs). If BDL does not object in writing (stating the reasons for the objection) within twenty-one (21) days from receiving such CVs, such additional Key Experts shall be deemed approved by BDL. The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts' positions which require similar qualifications and experience.

 BDL	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 209 of 459

ANNEXURE-L (Contd...)

8.2.3 Non-key Personnel

The Consultant must ensure the deployment of non-key Personnel as per Annexure C, the Terms of Reference, and the approved Works plan as updated. Daily attendance records of such non-key personnel shall be maintained by the Consultant and shared with the Contract Manager. If the Contract Manager believes that the Consultant is not employing sufficient Non-key personnel as is specified or otherwise for the proper execution of the Services, he shall issue a notice to the Consultant for remedial measures. The Consultant shall forthwith, on receiving intimation to this effect, deploy the additional number of non-key personnel as specified by the Contract Manager immediately, and failure on the part of the Consultant to comply with such instructions shall entitle BDL to suspend payments as per GCC clause 10.6 for the shortfall in performance or terminate the contract and / or avail all the remedies there under. Such action shall be in addition to the deduction from the Consultant's payment cost of shortfall personnel as per Annexure C.

8.2.4 Removal of Key and Non-key Experts or Sub-consultants on Orders of the Contract Manager

- 1) The Consultant shall, at BDL's written request, provide a replacement, if BDL finds that any of the Experts or Sub-consultant:
 - a) commits severe misconduct or has been charged with having committed a criminal act
 - b) persists in any misconduct or lack of care;
 - c) is found to be negligent, incompetent or incapable of discharging assigned duties;
 - d) fails to comply with any provision of the Contract;
 - e) based on reasonable evidence, is determined to have engaged breached the Code of Integrity (including Fraud and Corruption) during the execution of the Works;
- 2) Subject to the requirements in the sub-clause above, and notwithstanding any requirement from BDL to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation in the sub-para above. Such immediate action shall include removing (or causing to be removed) such Key/ Non-Key Expert or sub-consultant from carrying out the Services.
- 3) Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and be acceptable to BDL.
- 4) The Consultant shall bear all costs from or incidental to any removal and/or replacement of such Experts.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 210 of 459

ANNEXURE-L (Contd...)

8.3. Equipment and Tools of Trade

The Consultant must ensure the deployment of Equipment and Tools of Trade necessary to deliver services as per the Terms of Reference and approved Works plan as updated. If the Contract Manager believes that the Consultant is not employing on the Services sufficient Equipment/Tools of Trade as is specified or otherwise for the proper execution of the Services within the prescribed time, the Consultant shall forthwith on receiving intimation to this effect deploy the additional equipment / tools of the trade as specified by the Contract Manager immediately and failure on the part of the Consultant to comply with such instructions shall entitle BDL to suspend payments as per GCC clause 10.6 for the shortfall in performance or terminate the contract and/ or avail any or all the remedies there under for breach of contract.

9. Delivery of Services and delays

9.1. Works plan

- 1) Before the commencement of the Services, the Consultant shall submit for approval of the Contract Manager a Works plan showing the Methods,schedule of delivery of services, and deployment plans for Personnel,Equipment and Materials for the execution of the services. The programme of delivery of Services amended as necessary by discussions with the Contract Manager shall be treated as the agreed Works plan for this Contract. The Services shall be carried out and monitored as per the approved Program as updated.
- 2) The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the Consultant shall execute all orders the Contract Manager gives from time to time without delay. Still, the Consultant shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

9.2. Commencement of Services

- 1) **Effective Date of Contract:** Consultant shall commence the Services and shall proceed with due expedition and without delay from the effective date of Contract (all dates of delivery shall be counted from such a date),which shall be the date mentioned as the effective date in the contract, or if not so mentioned:
 - a) 15 days from BDL's notice (unless specified otherwise) to the Consultant instructing him to begin carrying out the Services. This notice shall confirm that the effectiveness prerequisites listed in the contract have been met.
 - b) If no such order is issued, 15 days from the date of the Issue of contract.
- 2) **Commencement of Services:** Not later than the number of days after the Effective Date specified in the Contract or the Notice to proceed, the Consultant shall begin carrying out the Services after confirming the following:

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 211 of 459

ANNEXURE-L (Contd...)

- a) As required by the Contract, all JV members and key experts needed at the beginning of the assignment are effectively participating.
 - b) That upon provision of Bank Guarantees, advance payments, if any, are implemented.
 - c) That BDL has provided facilities (such as Data, Documents and Background Information) as per the Contract
 - d) that all parties involved in the assignment (users, security team, and other relevant departments of BDL and other third-party stakeholders) have been informed by BDL
 - e) that all permits, licences, and authorisations have been obtained.
- 2) **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective (as per sub-clause 1) above) within such period after the date of Contract signature as specified in the Contract, either Party may, by not less than twenty-one(21) days' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

9.3. Contract Management

9.3.1 Consultancy Management Teams

BDL shall nominate civil department / user, and the Consultant shall monitor the assignment so that the output is in line with BDL's objectives of the Contract.

9.3.2 Review of Phases and Milestones

BDL civil department / user department and Consultant shall hold progress meetings at various phases and Milestones into which the assignment is divided as per Annexure A. Unless otherwise indicated in Annexure A, the following actions would be taken during such progress meetings.

- 1) **Kick-off Meeting:** The civil department / user and the Consultant shall meet at the start of the assignment to ensure that the Contract requirements are clearly understood by all concerned and that the Contract Management procedures are finalised.
- 2) **Inception Phase Review:** The inception meeting shall be held at a period (specified in Annexure A or the Notice to Proceed) after the effective date of the contract or, if not so specified, within 21 days of the effective date. Before this meeting, the consultant must provide a draft Inception Report for discussion. The Consultant shall submit a final Inception Report within the specified time in the 'Terms of Reference' or as agreed in the Inception Meeting, or if not so specified, within 7 days of the Inception Meeting. Template for Inception Report may be agreed to beforehand in the Inception Meeting. It should, at the minimum, cover comments and suggestions on the following:

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 212 of 459

ANNEXURE-L (Contd...)

- a) Terms of Reference
 - b) Work plan and staffing schedule
 - c) Facilities to be provided by BDL
 - d) Working arrangements and liaison
- 3) **Periodic Reviews:** Unless otherwise decided by the civil department / user and the Consultant's, periodic review meetings (monthly if not otherwise stipulated) shall be held to review the pace of progress as compared to the Work Plan and remedial actions thereto.
 - 4) **Deliverables Reviews:** The civil department / user and Consultant may hold other meetings to review and approve specific deliverables or phases (including Interim and Final Reports) as specified in Annexure A or as agreed between the parties.

9.4. Delivery of services, Time of Delivery and Extensions Thereof

9.4.1 Delivery of Services:

The Consultant shall deliver all Services and submit deliverables as per the approved work plan in the manner specified in the Contract.

9.4.2 Time of Delivery of Services is of Essence of the Contract:

- 1) The time for delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole, the Consultant shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated in Annexure A: 'Terms of Reference'.
- 2) If at any time during the currency of the contract, the Consultant encounters conditions hindering the timely performance of services; the Consultant shall promptly inform BDL in writing about the same and its likely duration.
- 3) He may request to BDL for an extension of the delivery schedule not less than one month before the expiry of the date fixed for completion of the services. BDL may agree to extend the completion schedule, with or without liquidated damages and denial clause, by issuing an amendment to the contract in terms of the following clauses.

9.4.3 Extension for Excusable Delay Not Due to Consultant

- 1) If in the opinion of the Consultant, the progress of Services has at any time been delayed due to the following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the civil department / user, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 213 of 459

ANNEXURE-L (Contd...)

- a) proceedings taken or threatened by or dispute with external third parties arising otherwise than from the Consultant's own default etc. or
- b) delay due to circumstances beyond the control of either party
- c) delay authorized by the civil department / user pending arbitration or
- d) Any act or neglect of BDL, e.g.:
 - i) Delay or failure to issue notice to commence the services or
 - ii) delay or failure to issue necessary instructions for which the Consultant had applied explicitly in writing.
 - iii) Delay in or failure to handover of possession of the site or the necessary facilities/ documents/ data or instructions by BDL to the Consultant
 - iv) Delay caused by modification issued by the Contract Manager or
 - v) any other delay caused by BDL due to any other cause.
- 2) The Consultant may also indicate the period for which the Services are likely to be delayed and ask for a necessary extension of time. On receipt of such request from the Consultant, the civil department / user shall consider the same and grant such extension of time as, in his opinion, is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for work carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

9.4.4 Extension of Time for Inexcusable Delay Due to Consultant

- 1) If the Consultant fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in GCC-clause 9.4.3 above, BDL may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.
- 2) On such extension, BDL shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the Consultant as agreed damages and not by way of penalty Liquidated Damages as per GCC-clause 9.5 below.
- 3) Provided further that if BDL is not satisfied that the service can be completed by the Consultant or in the event of failure on the part of the Consultant to complete the service within the extension of time allowed further as aforesaid, BDL shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 214 of 459

ANNEXURE-L (Contd...)

- 4) **Inordinate Delays:** Delays due to the Consultant of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the Consultant in future procurements. A show-cause notice shall be issued to the Consultant before declaring it a poor performance. Such delays may be considered a breach of the contract at the option of BDL.

9.4.5 Extension of Time for Concurrent Delay Due to Both Parties

If the Contract Manager determines that two or more events responsible for delay overlap each other. The delays may be concurrently attributable to both BDL and the Consultant. The proportion for extension of time as per GCC-Clause 9.4.3 or 9.4.4 above shall be determined by plotting each contributing concurrent delay on the critical path.

9.5. Damages and Deductions Thereof

9.5.1 Right of BDL to recover Damages.

BDL shall be entitled to, and it shall be lawful to recover Liquidated damages as detailed in this clause from all payments due, any Performance Security, or any retention money.

9.5.2 Liquidated damages

- 1) For delays covered under clause 9.4.4 (Extension of Time for Inexcusable Delay Due to Consultant) above:

LD Clause: Time is the essence of the P.O and delivery should be strictly insisted upon according to the delivery schedule given in the SOs / POs. In the event the supplier fails to deliver the goods / service, within the stipulated delivery period, BDL reserves the right to recover from the supplier, LD and not by way of penalty an amount as detailed in terms and conditions. A sum of 0.5% of the price only of the stores (Excluding duties, taxes) which the supplier has failed to deliver as aforesaid for each week of delay or part thereof, subject to a maximum of 10%.

In case of extension of delivery period, increase in taxes shall not be borne by BDL, if delay is attributable to vendor.

9.5.3 Denial Clause:

- 1) For delays covered under clause 9.4.4 (Extension of Time for Inexcusable Delay Due to Consultant) above:
- a) no increases in price on account of any statutory increase in or fresh Imposition of GST, or on account of any other taxes/ duty/ cess/ levy) leviable in respect of the Services and incidental goods/ works stipulated in the said Contract which takes place after the original delivery date shall be admissible on such of the said Services, as are delivered after the said date; and

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 215 of 459

ANNEXURE-L (Contd...)

- b) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including the price variation clause, no such increase after the original delivery date shall be admissible on such Services delivered after the said date.
- c) Nevertheless, BDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or on account of any other tax or duty or any other ground as stipulated in the price variation clause, which takes place after the expiry of the original delivery date.

9.5.4 Limit on total Damages

However, deduction on account of damages for delays under this clause put together shall be subject to a maximum of 10% (or any other percentage if prescribed) of the entire value of the Contract of Services. Penalties/ liabilities outside this clause shall be covered by GCC clause12.

9.6. Force Majeure

Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. Provided the acts of The Government or any state parties of the Vendor which may affect the discharge of the Vendor's obligation under the PO/contract shall not be treated as Force Majeure. If a Force Majeure situation arises, the supplier shall promptly notify the IMM in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. There may be a Force Majeure situation affecting BDL only. In such a situation BDL shall take up

with the supplier on similar lines as above for further necessary action.

10. Prices and Payments

10.1. Prices

10.1.1 Contract Price

- 1) The Contract price is outlined in the Contract. The Contract price breakdown is provided in **Appendix C**, and the total payments under this Contract shall not exceed this Contract price.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 216 of 459

ANNEXURE-L (Contd...)

- 2) Any change to the Contract price specified above can be only made if the Parties have agreed to the revised scope of Services under GCC clause 2.6 and have amended the Terms of Reference in Appendix A in writing.

10.1.2 Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm. If the Price Variation Clause is included, such up and down, variations shall also be payable.

10.1.3 Variations

In case the Contract provides for a Price Variation Clause or variation on any other account, the price shall be subject to adjustment as per such clauses only during the original Delivery Period, subject to the following:

- 1) For Extension of Time covered by clause 9.4.5 above, any increase due to such variations during the extended delivery period beyond the original delivery period shall not be paid by BDL; however, it shall be entitled to any reduction under GCC clause- 9.5.3 (Denial Clause).
- 2) Taxes and duties, if any, chargeable and payable on the Services shall be charged on the nett price after variations.
- 3) While claiming payments where such variations are applicable, the Consultant must submit its calculations for each invoice, even if the payment for these variations is nil. Any price reduction due to such variations must be passed to BDL.
- 4) **No Other Claim due to Variations:** With the payment of such variations, no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc.
- 5) If the Price Variation clause is applicable as per the contract, the price shall be subject to adjustment to take care of the changes in the cost of labour, material, and fuel/ power components as per the price variation formula specified therein.
- 6) **Base Month:** Unless otherwise stipulated in the contract, the 'Base Month' for the 'Price Variation Clause' shall be taken as the month before the month of the last date of Bid submission. Unless the contract has stipulated a different time lag for reckoning Price Variation, the month of reckoning the varied price shall be the month before the month in which delivery has been made. The Price Variation shall be based on the relevant Indices in the Base Month and Month of reckoning.
- 7) **Applicability:** If the Contract provides for some inputs to be supplied by BDL free or at a fixed rate, the cost of such inputs shall be excluded from the value of the Goods supplied in the relevant month for payment / recovery of price variation.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 217 of 459

ANNEXURE-L (Contd...)

10.2. Taxes and Duties

- 1) The Consultant, Sub-consultants, and Experts shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the Services. Further instruction, if any, shall be as provided in the Contract.
- 2) If applicable under relevant tax laws and rules, BDL shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.
- 3) Payment of GST Tax under the contract:
 - (a) The payment of GST and GST Cess to the Consultant shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate duly supported with documentary evidence as per the provision of the relevant GST Act and the Rules made there under. The delivery of Services shall be shown as being made in the name, location/ state, and GSTIN of the beneficiary of the Services only; the location of the procurement office of BDL has no bearing on the invoicing.
 - (b) **Provision w.r.t. E-Invoicing requirement as per GST laws:** Consultant who is required to comply with the requirements of E-invoice as per the GST Law, all payments shall be made against proper e-invoice(s) only. Invoices issued in violation shall not be processed for payment, as BDL shall not be allowed to avail of Input Tax Credit (ITC) against such invoices.
 - (c) Returns and details required to be filled under GST laws & rules regarding invoices (or e-invoices) should be filed promptly by the Consultant. If input tax credit (ITC) is not available to BDL for any reason attributable to the Consultant, then BDL shall not be liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff/ recover such GST amounts (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Consultant under this contract or under any other contract.
 - (d) While claiming reimbursement of duties, taxes etc. (like GST) from BDL, as and if permitted under the contract, the Consultant shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the Consultant) shall refund to BDL, BDL's share out of such refund received by the Consultant. The Consultant shall also refund the appropriate amount to BDL immediately after receiving the same from the concerned authorities.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 218 of 459

ANNEXURE-L (Contd...)

- (e) All necessary adjustment vouchers, such as Credit Notes/ Debit Notes for any short/ excess delivery of Services or revision in prices or any other reason under the contract, shall be submitted to BDL in compliance with GST provisions.
- (f) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed, provided the provision of Services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:
 - i) BDL shall not pay a higher GST rate if leviable due to any misclassification of the HSN number or incorrect GST rate incorporated in the contract due to the Consultant's fault. Wherever the Consultant invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.
 - ii) However, the Procuring Entity shall not be responsible for the Consultant's tax payment or duty under a misapprehension of the law.
 - iii) The consultant is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.
 - iv) In case of profiteering by the Consultant relating to GST tax, the Consultant shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
- (g) The Consultant should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.
- (h) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.
- 4) **Statutory Variation Clause:** Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to BDL's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period (excepting extension under GCC-Clause 9.4.3) shall be borne by the Consultant. The benefit of any reduction in the GST rate must be passed on to BDL during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates occurs after the last proposal submission date.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 219 of 459

ANNEXURE-L (Contd...)

10.3. Terms and Mode of Payment

- 1) Unless otherwise stipulated, the usual payment term is 100% on delivery and acceptance of Services at 'the Site' by BDL and the Consultant's production of all required documents.
- 2) The payments shall be made as per BDL's payment procedures. Unless otherwise stipulated in the contract, payments above INR 5,000 (or any other specified threshold) to Consultants shall only be made through EFT (Electronic Funds Transfer). The Consultant shall consent in a mandate form for receipt of payment through NEFT (National Electronic Fund Transfer). In case of non-payment through EFT or where the EFT facility is unavailable, payment may be released through cheque.
- 3) In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign Consultants shall be made in the currency/ currencies authorized in the contract. However, agency commission and local value addition shall be paid only in Indian Rupees.
- 4) The Consultant shall send its claim for payment in writing as per GST-compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in the Contract and as specified therein.
- 5) While claiming payment, the Consultant is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the Consultant's obligations for claiming that payment has been fulfilled as required.

10.4. Withholding and lien in respect of sums claimed:

- 1) Whenever any claim or claims for payment of a sum of money arises against the Consultant, out of or under the contract, BDL shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from -
 - a) any security or retention money, if any, deposited by the Consultant.
 - b) Any sum(s) payable till now or hereafter to the Consultant under the same Contract or any other contract with BDL if the security is insufficient or if no security has been taken from the Consultant.
- 2) Where the Consultant is a partnership firm or a limited company, BDL shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 220 of 459

ANNEXURE-L (Contd...)

- 3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under GCC clauses 11 and/ or 12. The Consultant shall have no claim for interest or damages whatsoever on any account regarding such withholding or retention under the supra lien and duly notified to the Consultant.
- 4) **Lien in respect of Claims in other Contracts:** Any sum of money due and payable to the Consultant (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by BDL or Government against any claim of BDL or Government in respect of payment of a sum of money arising out of or under any other contract made by the Consultant with BDL or Government.

10.5. Payments to Consultant

10.5.1 General

- 1) All payments under this Contract shall be made to the Consultant's accounts specified in the contract.
- 2) **Currency of Payment:** Unless otherwise specified in the Contract, any payment shall be made in Indian Rupees (INR).
- 3) **The Itemized Invoices:** As soon as practicable and not later than fifteen (15) days after the end of each time interval stipulated in the Contract in this regard (if not stipulated, then after the end of each calendar month), the Consultant shall submit to BDL, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable for such an interval under GCC Clause 10.5. Separate invoices shall be submitted for expenses incurred in foreign and local currencies. Each invoice shall show remuneration and reimbursable expenses separately.
- 4) The civil department / user shall cross-check all relevant records before passing the Consultant's bills. Upon verification of the records by BDL, payments can be released to the Consultant.
- 5) BDL shall pay the Consultant's invoices within forty five (45) days after the receipt by BDL of such itemized invoices with supporting documents. Only a portion of an invoice not satisfactorily supported may be withheld from the payment. Should any discrepancy exist between actual payment and costs authorized to be incurred by the Consultant, BDL may add or subtract the difference from subsequent payments.
- 6) Except for the final payment under GCC Clause 10.5.5 below, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 221 of 459

ANNEXURE-L (Contd...)

- 7) **Time-Based (Inputs admeasurement):** Unless instructed in writing by the Procuring entity, payments shall not be made for any extra inputs deployed over and above Annexure A, Annexure B, or Annexure C mentioned in the contract. Nevertheless, if such inputs are deployed less than those stipulated, deductions shall be made based on the rates indicated for the inputs listed in Annexures C and D in the contract.
- 8) **Unit-Rate (Output admeasurements):** Unless otherwise stipulated, payments shall be made monthly for the volume of services rendered during the period.
- 9) **Lumpsum:** Unless otherwise stipulated, payments shall be made on completion of stipulated milestones or on completion of entire Services, whichever is stipulated in the contract. In the case of Lump-sum Contracts, Payments under this Contract shall not exceed the ceilings in foreign currency and the local currency specified in the contract. For any payments above such ceiling amount, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that permits such amendment.
- 10) **Percentage (of Value of Transactions):** The payment for the total price of Services calculated at the percentage of the actual value of Activities rendered shall be made every month or on completion of milestones or on completion of entire Services, whichever is stipulated in the contract.

10.5.2 Remuneration and Reimbursable Expenses

- a) BDL shall pay to the Consultant (i) remuneration that shall be determined based on time spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
- b) All payments shall be at the rates outlined in Appendix C and Appendix D.
- c) Unless the Contract provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- d) The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping (reinforcement/ support) by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the contract.
- e) Any rates specified for Experts not yet appointed shall be provisional and be subject to revision, with the written approval of BDL once the applicable remuneration rates and allowances are known.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 222 of 459

ANNEXURE-L (Contd...)

10.5.3 Final Payment

- 1) The final payment under this Clause shall only be made after the final report/ deliverables and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by BDL. Completion certificate/ Final payment shall be made only after ensuring that all facilities/ documents/ sites have been returned to the Procuring Entity as per GCC clause 5.14. The Services shall be deemed completed and finally accepted by BDL.
- 2) The Consultant shall submit a final bill on the Contract Manager's acceptance certificate of final deliverables. The Final payment shall be made as per the following calculations after receiving a clear "No Claim Certificate" signed by the Consultant:
 - a) necessary adjustment for any payments already made or retained
 - b) any deduction which may be made under the contract,
 - c) A complete account of all claims the Consultant may have on BDL, and the Contract Manager gave a certificate in writing that such claims are correct,
- 3) The final report and final invoice shall be deemed approved by BDL as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by BDL unless BDL, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall promptly make any necessary corrections, and the preceding process shall be repeated.
- 4) Any amount that BDL has paid or has caused to be paid under this Clause more than the amounts payable under the provisions of this Contract shall be reimbursed by the Consultant to BDL within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by BDL for reimbursement must be made within twelve (12) calendar months after receipt by BDL of a final report and a final invoice approved by BDL in accordance with the above.

10.5.4 No Claim Certificate and Release of Contract Securities

The Consultant shall submit a 'No-claim certificate' to BDL in such form as shall be required by BDL after the Services are finally accepted and before the final payment/ performance securities are released. BDL shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the Consultant. The Consultant shall not be entitled to make any claim whatsoever against BDL under or arising out of this Contract, nor shall BDL entertain or consider any such claim, if made by the Consultant, after he shall have signed a "No Claim" Certificate in favour of BDL. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding arbitration.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 223 of 459

ANNEXURE-L (Contd...)

10.5.5 Signature on Receipts for Amounts

Every receipt for money, which may become payable, or for any security which may become transferable to the contractors under the contract, shall be signed by a person authorized to do so by the Consultant (or otherwise as per GCC-Clause 4.2), to be a suitable and sufficient discharge to BDL in respect of the sums of money or security purported to be acknowledged thereby. In the event of the death of any Consultant or partner during the pendency of the contract, every receipt by anyone of the surviving constituents shall be suitable and sufficient discharge as aforesaid. Nothing in this Clause shall be deemed to prejudice or effect any claim that BDL may have against the legal representative regarding any breach of any contract conditions by any Consultant partner/member so dying. Nothing in this clause shall be deemed to prejudice or affect the respective rights or obligations of the Consultant partners/ members and the legal representatives of any deceased Consultant partners/ members.

10.6. Suspension of Payments

BDL may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to deliver the Services as per the Terms of Reference, including the non-rectification of notified defects in the Services/ deliverables, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. Such a suspension shall not entitle the Consultant to any extension of time for delivery of Service.

11. Resolution of Disputes

If under Integrity Pact (IP), Independent External Monitors will act as arbitrators.

12. Defaults, Breaches, Termination, and closure of Contract

12.1. Termination due to Breach, Default, and Insolvency

12.1.1 Defaults and Breach of Contract

In case the Consultant undergoes insolvency or receivership, neglects or defaults or expresses inability or disinclination to honor his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects BDL's rights and benefits under the contract, it shall be treated as a breach of contract. Such defaults could include inter-alia:

- 1) **Default in Performance and Obligations:** if the Consultant fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and evaluation criteria based on which contract was awarded) within the period stipulated in the contract or within any extension thereof

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 224 of 459

ANNEXURE-L (Contd...)

granted by BDL. In the case of a Joint Venture/ Consortium, If the performance of any JV/C member is persistently un-satisfactory by BDL in respect of the responsibilities assigned to him as per the JV agreement, which is part of this Contract.

- 2) **Insolvency:** If the Consultant being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- 3) **Liquidation:** if the Consultant is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

12.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Consultant, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the Consultant would be suspended as per GCC clause 10.6 above to safeguard needed recoveries due to invoking contractual remedies.

12.1.3 Remedies for Breaches/ Default

In the event of an unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per the sub-clause above, BDL, if so decided, shall

- 1) take one; or more of the following contractual remedies.
 - a) Recover liquidated damages and invoke a denial clause for delays.
 - b) In the case of JV/C, BDL may call upon the Lead Member to assign the work of the defaulting member to any other equally competent party acceptable to the Procuring Entity.
 - c) Temporarily withhold payments due to the Consultant till recoveries due to invocation of other contractual remedies are complete.
 - d) Call back any loaned property or payment advances with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate).
 - e) Encash and/ or Forfeit performance or other contractual securities.
 - f) Prefer claims against the insurance, if any.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 225 of 459

ANNEXURE-L (Contd...)

- g) Terminate the Contract for default, fully or partially, including its right for Risk-and-Cost Procurement as per the following sub-clause.
- h) Initiate proceedings in a court of law for the transgression of a law, tort, and loss not addressable by the other remedies above.
- 2) By written Notice of Termination for Default sent to the Consultant, terminate the contract in whole or in part, without compensation to the Consultant.
 - a) Such termination shall not prejudice or affect the rights and remedies, including under the sub-clause below, which have accrued and/ or may accrue to BDL after that.
 - b) Unless otherwise instructed by BDL, the Consultant shall continue to perform the contract to the extent not terminated.
 - c) All Defect Liability obligations, if any, shall survive despite the termination.
- 3) **Risk and Cost Procurement:** In addition to termination for default, BDL shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Consultant. Such Risk and Cost Procurement must be contracted within nine months from the breach of contract. The Consultant shall be liable for any loss which BDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Consultant shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the discretion of BDL. It shall not be necessary for BDL to notify the Consultant of such procurement. It shall, however, be at the discretion of BDL to collect or not the security deposit from the firm / firms on whom the contract is placed at the risk and cost of the defaulted firm.

12.1.4 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Consultant to BDL, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Consultant to indemnify BDL concerning IPR infringement.

12.2. Termination for Default / Convenience of BDL or Frustration of Contract

11.2.1 Notice for Determination of Contract

- 1) BDL reserves the right to terminate the contract, in whole or in part, for its (BDL's) convenience or frustration of Contract as per the sub-clause below, by serving written 'Notice for Determination of Contract' on the Consultant at any time during the currency of the contract. The notice shall specify that the termination is for BDL's convenience or

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 226 of 459

ANNEXURE-L (Contd...)

the contract's frustration. The notice shall also indicate inter-alia, the extent to which the Consultant's performance under the contract is terminated, and the date from which such termination shall become effective.

- 2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- 3) Unless otherwise instructed by BDL, the Consultant shall continue to perform the contract to the extent not terminated.
- 4) All Defect Liability obligations, if any, shall survive despite the termination.
- 5) The Services and incidental goods/ works that can be delivered or performed within thirty days after the Consultant's receipt of the notice of termination shall be accepted by BDL as per the contract terms. For the remaining Services and incidental goods/ works, BDL may decide:
 - a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
 - b) To cancel the remaining portion of the Services and incidental goods/ works and compensate the Consultant by paying an agreed amount for the cost incurred by the Consultant, if any, towards the remaining portion of the Services and incidental goods/ works.

12.3. Closure of Contract

12.3.1 Unless terminated earlier under GCC clauses 12.1 and 12.2 above, this Contract shall expire:

- 1) At the end of such a period after the Effective Date as specified in the Contract.
- 2) Upon successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment
- 3) termination and settlements after that, if any, as per GCC clause 12.1 or 12.2 above.

12.3.2 Cessation of Rights and Obligations

Upon termination of this Contract under Clauses GCC 12.1 or 12.2 hereof or expiration of this Contract under GCC clause 12.3.1, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality outlined in GCC clause 5.7. (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records outlined in GCC clause 5 and to cooperate and assist in any inspection or investigation, and (iv) any right a Party may have under the Applicable Law.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 227 of 459

ANNEXURE-L (Contd...)

12.3.3 Cessation of Services

Upon termination of this Contract by notice under Clauses GCC 12.1 or GCC 12.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Concerning documents prepared by the Consultant and equipment and materials furnished by BDL, the Consultant shall proceed as provided by Clauses GCC 9.4 and GCC 5.14.

12.3.4 Payments upon Termination

Upon termination of this Contract, BDL shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed before the effective date of termination; and
- (b) in the case of termination under GCC clause 12.2, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

13. Code of Integrity in Public Procurement; Misdemeanors and Penalties

13.1. Code of Integrity

BDL as well as Consultants, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

- 1) **“Corrupt practice”** - making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process;
- 2) **“Fraudulent practice”** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the contract;
- 3) **“Anti-competitive practice”** - any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Consultants, with or without the knowledge of BDL, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels;
- 4) **“Coercive practice”** - harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of a contract;

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 228 of 459

ANNEXURE-L (Contd...)

- 5) **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of BDL who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Consultant from BDL with an intent to gain unfair advantage in the Procurement Process or for personal gain;
- 6) **“Obstructive practice”** - materially impede BDL’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding BDL’s rights of an audit or access to information;

13.2. Obligations for Proactive Disclosures:

- 1) BDL,Consultants, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* pro actively declare any violation of the Code of Integrity (pre-existing or as and as soon as these arise at any stage) in any Procurement Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- 2) Any Consultant must declare, whether asked or not in a Proposal-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or the Ministry/ Department of BDL from participation in Procurement Processes. Failure to do so shall amount to a violation of this code of integrity.

13.3. Misdemeanors

The following shall be considered misdemeanors - if a Consultant, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

- 1) Commits any of the following misdemeanors:
 - (a) Violates the code of Integrity mentioned in GCC-clause 13.1 or the Integrity Pact if included in the Tender/ Contract;
 - (b) Any other misdemeanor, e.g., supply of sub-standard quality of material/ services/ work, non-performance or abandonment of contract, or violations of Bid/ performance Security conditions.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 229 of 459

ANNEXURE-L (Contd...)

- 2) Commits any of the following misdemeanors:
 - (a) Has been convicted of an offence:
 - i) Under the Prevention of Corruption Act, 1988; or
 - ii) The Indian Penal Code or any other law is in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
 - (b) It is determined by the Government of India to have doubtful loyalty to the country or national security considerations.
 - (c) Employs a government servant who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence in a position where he could corrupt government servants or employs a government officer within one year (or any other period prescribed by the relevant authority) of his retirement, who has had business dealings with him in an official capacity before retirement.

13.4. Penalties for Misdemeanors

Without prejudice to and in addition to the rights of BDL to other remedies as per the Tender-documents or the contract, If BDL concludes that a (prospective) Consultant directly or through an agent has committed a misdemeanor in competing for the tender or in executing a contract, BDL shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

13.4.1 if his Proposals are under consideration in any procurement

- 1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
- 2) calling off any pre-contract negotiations and;
- 3) rejection and exclusion of Consultants from the Procurement Process

13.4.2 If a contract has already been awarded

- 1) Termination of Contract for Default and availing all remedies prescribed thereunder;
- 2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
- 3) Recovery of payments, including advance payments, if any, made by BDL along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate);

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 230 of 459

ANNEXURE-L (Contd...)

13.4.3 Remedies in addition to the above:

In addition to the above penalties, BDL shall be entitled, and it shall be lawful on his part, to:

- 1) File information against Consultant or any of its successors with the Competition Commission of India for further processing in case of anti-competitive practices;
- 2) Initiate proceedings in a court of law against Consultant or any of its successors under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
- 3) Remove the Consultant or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the removal period.
- 4) Initiate suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- 5) Debar, a Consultant, from participation in future procurements without prejudice to BDL's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of a Joint Venture/ consortium, all its members shall also stand similarly debarred:
 - a) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a Consultant or any of its successors from participating in any Procurement Process undertaken by all its vendors for a period not exceeding two years commencing from the date of debarment for misdemeanors listed in GCC sub-clause 13.3 -1) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.
 - b) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a Consultant or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanors listed in GCC sub-clause 13.3 - 2)above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 231 of 459

ANNEXURE-L (Contd...)

Section V: Special Conditions of Contract (SCC)

Document No. RFP No./xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

{Note for BDL: Text in grey italics font within square bracket [e.g., Mention ...] are just suggestions/ directions and must be replaced by applicable text - remove brackets and convert the font to regular and black. Delete the rows not required. Clauses other than those mentioned below may also be mentioned if these need to be changed}

Note for Consultants: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision in the SCC shall prevail.

GCC Clause No.	Topic	To be read as
GCC 1, 2, 3 and 4: General, The Contract, Governing Laws and Jurisdiction, Communications		
1.1, 1.2, 1.3, 1.4	General	<i>[Add additional Interpretation, Definition, Convention or Abbreviations, if any]</i>
2.1	Language of Contract	<i>[Add additional Language, if any]</i>
3.1	Governing Laws and jurisdiction	<i>[Mention any deviations from the clause]</i>
4.1, 4.3	Communications and notices	<i>[Add additional communication requirements, if any]</i>
4.2	Persons Signing Communications	<i>[Mention any deviations from the clause]</i>
GCC 5 and 6: Consultant's and BDL's Obligations		
5.7.	Confidentiality and Secrecy of information	<i>[Mention confidentiality or secrecy requirements, if any. If the official secrets act covers the contract, please prominently mark the Contract and correspondence as Secret]</i>
5.7.1	Property Rights	<i>[Mention additional requirements regarding Property Rights of physical or intangible assets, if any.]</i>
5.8	Performance Bond/ Security	<i>[Add additional information, if any]</i>
6.1, 6.2, 6.3	Facilities, Utilities to be provided by BDL	<i>[Add additional information, if any]</i>
GCC 7: Scope of Services and Performance Standards		
7.1	Scope of Services	<i>[Add additional information, if any, including incidental Works/ Goods/ Other Services required like training]</i>



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 232 of 459

ANNEXURE-L (Contd...)

GCC Clause No.	Topic	To be read as
7.2	Eligible Services	<i>[Add additional information, if any]</i>
GCC 8: Deployment of Resources		
8.2.2	Key Personnel	<i>[Mention any deviations from the clause, particularly limits on their substitution]</i>
GCC 9: Delivery of Services and Delays		
9.1	Works plan	<i>[Add additional information, if any]</i>
9.2	Commencement of Services	<i>[Indicate the effective date from the date of contract signature or the number of days from the notice to proceed]</i>
GCC 10: Prices and Payments		
10.1.3	Variations	<i>[Add additional information regarding variations, if any, including Price Variation Formula and applicable indices]</i>
10.2	Taxes and Duties	<i>[Add additional information, if any]</i>
10.3	Terms and Mode of Payment	<i>[Add additional information, if any]</i>
10.5	Payment to Consultants	<i>[Add additional information, if any, including any Advance Payments and periodicity of 'On Account' payments]</i>
GCC 11 Resolution of Disputes		
11.2	Excepted Matters	<i>[Mention any change in excepted matters, if any]</i>
11.5	Arbitration	<i>[Mention any change in Arbitration parameters, if any]</i>
GCC 12 Defaults, Breaches, Termination and Closure of Contract		
12.3.1	Period of Contract	<i>[Mention the duration of the contract from the effective date]</i>
12.1.4-7)	Risk and Cost Procurement	<i>[Mention specifically if not applicable]</i>

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 233 of 459

ANNEXURE-L (Contd...)

Section VI: Terms of Reference (TOR)

RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

Note for Consultants: Regarding this Section, Consultants must fill following forms:

- a) *Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by BDL*
- b) *Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference*
- c) *Form T-5: Work Schedule and Planning for Deliverables*

Terms of Reference

1) Recital and Objectives:

- a) Background of BDL and Services and impact on BDL's performance/ objectives;
- b) Purpose and Service Outcomes Statement
- c) Upstream contract based on which this RFP is generated and/ or downstream work that would be required if any

2) Form of BOQ/ Contract– *[Time-based (inputs admeasurement) or Unit-Rate (Output admeasurement) or Lumpsum or Percentage-Based]*

3) Description of Services

- a) Short Description and Broad Scope of Services: *[Give an overview]*
- b) Key Activities and Dependencies: *[Break up the assignment into specific Service modules and Key activities. Mention inputs from BDL and third parties on which the activities would be dependent]*
- c) Incidental Goods, Works or other Services required, if any:
- d) Key Experts Required: *[As per Section VI-A: 'List of Key Experts and Required Qualifications' the Team Composition & Experience/ Qualification Requirements for the Key Experts (and any other requirements which shall be used for evaluating the Key Experts under RFP)]*
- e) Deliverables/ Outcomes and Timelines (frequency) thereof: *[including Know-how transfer/ training, reports/ reporting, Milestones]*

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 234 of 459

ANNEXURE-L (Contd...)

- 4) Reporting Requirements and Time Schedule for Deliverables** (including Know-how transfer/ training, reports/ reporting, and Milestones)
- format, frequency, and contents of reports;
 - number of hard copies and requirements for electronic submission;
 - dates of submission;
 - persons (indicate names, titles, submission address) to receive and approve them,etc.
- 5) BDL's Input and Counterpart Personnel**
- Past Studies, Reports, documents, data,
 - Utilities, facilities, and property to be made available to the Consultant by BDL: *[Indicate if any facility/ utility (Medical facilities, Rooms, Furniture, IT services, Electricity or Water connection etc.) would be made available to the successful consultant. Especially mention facilities and utilities that shall not be provided or those that would be provided on a chargeable basis.]*
 - Professional and support counterpart personnel to be assigned by BDL to the Consultant's team: _____ [list/specify]
- 6) Statutory, Sustainability, and contractual obligations to be complied with by the Consultant:**



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 235 of 459

ANNEXURE-L (Contd...)

Section VI-A: List of Key Experts and Required Qualifications:

RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

Note for Consultants: Regarding this Section, Consultants must fill following forms:

- Form T-6: Team Composition, Assignment, and Key Experts' Inputs*
- Annex to Form T-6: Key Expert Curriculum Vitae (CV)*

The total estimated inputs of the Key Experts and their breakup is given below:

S No	Key position	Minimum Qualification / Training (general and relevant)	Professional expertise		Sector/ Area of experience desirable	Transfer of Knowledge (If relevant)	No. of Experts	Man-Months/ Unit	Total Man-months
			Total	in the sector/ area of experience					
1	2	3	4	5	6	7	8	9	10 = (8X9)
K-1	Team Leader								
K-2	[Position Title]								
K-3	[Position Title]								
Total estimated inputs of the Key Experts									

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 236 of 459

ANNEXURE-L (Contd...)

Section VII: Evaluation/ Scoring Criteria

RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

Consultants must fill up the following Forms regarding this Section:

- a) *Form T-2: Consultant's Organisation and Experience*
- b) *Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity*
- c) *Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference*
- d) *Form T-5: Work Schedule and Planning for Deliverables*
- e) *Form T-6: Team Composition, Assignment, and Key Experts' Inputs*
- f) *Annex to Form T-6: Key Experts' Curriculum Vitae (CV)*

[Note for Procuring Entity: Retain or change the relevant variables in the 2nd column (Points) and covert the font to regular and black]

Technical Proposal

Criteria, sub-criteria, and point system for scoring the points for Technical Proposal (St):

Criteria	Max Points	Notes
(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	[0 - 10]	[Notes to Consultant: Ref Form T-2]
ii) Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs): Sub-criteria:	[20 - 50]	[Notes to Consultant: Ref Form T-3, T-4, T-5. BDL shall assess whether the proposed methodology is a clear response to the TORs, the work plan is realistic and implementable; the overall team composition is balanced and has an appropriate skill mix, and the work plan has the correct input of Experts]
I. Technical approach and methodology for carrying out the assignment	[15 - 30]	
II. Demonstration of the understanding of the BDL's requirements, key issues & challenges and mitigation proposed	[5 - 20]	
III. Key Experts' qualifications and competence for the Assignment: Sub-criteria:	[30 - 60]	[Notes to Consultant: Ref Form T-6. Each position number corresponds to that in Form T-6]



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 237 of 459

ANNEXURE-L (Contd...)

Sr	Key Position	Nos (A)	Max Points (B)	Min %age (C)	Total (AxB)
K1	[Team Leader]			[50%]	
K2	[position title]			[50%]	
K3	[position title]			[50%]	
	Total	[..]			
The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights (total 100%):					
(i) Adequacy for the assignment			[60-80%]	[professional experience in the sector/ similar assignments/ knowledge of administrative systems/ government organizations]	
(ii) Educational Qualification & Training			[10-20%]	[General and relevant Education]	
(iii) Relevant Experience in "Transfer of knowledge"			[0-10%] if relevant to the assignment	[Training and adult pedagogy experience]	
(iv) Transfer of knowledge (training) program (relevance of approach and methodology):			[0 – 10]	[sub-criteria may be provided if relevant but usually not to exceed 10 points]	
(v) Participation by nationals among proposed Key Experts			[0 – 10]	[sub-criteria may be provided, if considered necessary, but should not exceed 10 points] [Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Bid]	
Total Score for the Technical Bid (Ta)			100		
The minimum technical score (Ta) required to pass is:			[.....]	[The indicative range is 70 to 85 on a scale of 1 to 100]	



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 238 of 459

BIDDING FORMS



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 239 of 459

Technical Bid

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 240 of 459

ANNEXURE-L (Contd...)

FormT-1: Bidding Form (Covering Letter)

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Bid, along with supporting documents, if any)

(on Consultant's Letter-head)

(Strike out alternative phrases not relevant to you)

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____

Date.....

To

Head of Procurement

BDL

[Complete address of BDL]

Ref: Your RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

Sir/ Madam

1. We, the undersigned, offer to provide consulting services in accordance with your above-referenced Request for Proposals (RFP) and our Proposal. We are hereby submitting our Bid, which includes this Technical Bid and a separately uploaded Financial Bid. Commercial information about our organisation is enclosed in Form T-1A.

☐ We are submitting our Bid without any Sub-consultants or JV.

Or

☐ We are submitting our Bid with the following firms as Sub-consultants: {Insert a list with each Sub-consultant's full name and address.}

Or

☐ We are submitting our bid as a joint venture with *{Insert a list with each member's full name and legal address and indicate the lead member}*. We have attached a copy of the following document signed by every participating member, which details the (likely) legal structure and the confirmation of joint and severable liability of the members of the said joint venture.

☐ our letter of intent to form a joint venture

☐ the JV agreement

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 241 of 459

ANNEXURE-L (Contd...)

2) Our Eligibility and Qualifications to participate

- a) We confirm that we continue to comply with all the eligibility (including the absence of conflict of interest and debarment) and qualification criteria stipulated in the preceding shortlisting process (EOI Document mentioned in TIS), based on which we were shortlisted for participation in this RFP process. We shall be duty bound to proactively inform you of any change in our compliance with these criteria as soon as it occurs.
- b) We confirm that we don't have any Conflict of Interest as stipulated in this RFP. We shall be duty bound to proactively inform you of any change in our compliance with Conflict-of-Interest stipulations as soon as it occurs.

3) Our bid to deliver Services:

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the RFP Document. The relevant details are submitted in 'Form T-4: Description of Approach, Methodology and Work Plan in responding to Terms of Reference'; Form T-5: Work Schedule and Planning of Deliverables and Form T-6: Team Composition, Assignment and Key Experts' Inputs'.

4) Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Financial Proposal. It is hereby confirmed that the prices quoted therein by us are:

- (a) Based on the terms of delivery and delivery schedule confirmed by us; and
- (b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- (c) based on the terms and mode of payment as stipulated in the RFP Document. We have understood that if we quote any deviation from the terms and mode of payment, our Proposal is liable to be rejected as non responsive, and
- (d) have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Consultant or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
- (e) Have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other Consultant or competitor before the Bid opening unless otherwise required by law.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 242 of 459

ANNEXURE-L (Contd...)

- 5)** We declare regarding commissions or fees paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract, that:

☐ No such commissions or gratuities or fees have been paid are to be paid by us to any third party

Or

☐ We have paid/ are due to pay the following commissions/ gratuities/ fees:

(indicate the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.)

6) No change in the Key Experts

Except as stated in the RFP Document, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that substituting Key Experts for reasons other than those stated in ITC-Clause 12.3 may lead to the termination of contract negotiations.

7) Affirmation of terms and conditions of the RFP Document:

We have understood the complete terms and conditions of the RFP Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the RFP document's sections. Deviations, if any, are submitted by us in Form T-7: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the RFP Document.

8) Bid Security: We have submitted the Bid Security as

- a) Earnest Money Deposit (EMD) for the amount of Rs. (Rupees.....) valid upto in favour of in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's cheque/ Payment online/ Bank Guarantee in Form T-9A, with reference number.....dated, issued by.....as per the RFP Documents (or)
- b) Bid Securing Declaration (BSD, in lieu of Bid Security, if permitted in TIS) in stipulated format vide Form T-9B.

9) Abiding by the Bid's Validity

We agree to keep our bid valid for acceptance for a period upto....., as required in the RFP Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the RFP Document in case we fail to do so.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 243 of 459

ANNEXURE-L (Contd...)

10) Non-tempering of Downloaded RFP Documents and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded RFP Document. We realise that any change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the RFP Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded during the shortlisting process and this RFP are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/ undertakings. We undertake to submit for scrutiny, on-demand by BDL, originals and self-certified copies of all such certificates, documents, affidavits/ undertakings.

11) A Binding Contract:

We further confirm that if our proposal is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that until a formal contract is signed or issued, this Proposal and your written Letter of Award shall constitute a binding contract between us.

12) Performance Guarantee and Signing the contract

We further confirm that if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the RFP Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or execute the agreement, BDL has the right to avail of any or all punitive actions stipulated in the RFP Document.

13) Penalties for misinterpretation or misrepresentation:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any misinterpretation or misrepresentation would violate the Code of Integrity and attract penalties, as this RFP Document mentions.

14) Consultant's Authorized Signatory:

a) Full Name: _____

b) Designation: _____

c) Signing as:

- ☐ A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 244 of 459

ANNEXURE-L (Contd...)

- ☐ A partnership firm. The person signing the bid is duly authorised being a partner to do so under the partnership agreement or the general power of attorney,
- ☐ A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by the Memorandum of Association.
- ☐ A Society. The person signing the bid is the constituted attorney.

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Consultant. We acknowledge that our digital/digitized signature is valid and legally binding. Supporting documents are submitted herewith.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

15) Rights of BDL to Reject Bid(s):

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred RFP Document.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name, address, and seal of Consultant]

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 245 of 459

ANNEXURE-L (Contd...)

Form T-1A: Consultant's Commercial Information

Note: Consultant shall fill in the following information and enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Consultant particulars:

- Name of the Consultant:.....
- Corporate Identity No. (CIN):
- Registration, if any, with BDL:
- Place of Registration/ Principal place of business"
- Complete Postal Address:
- Pin code/ ZIP code:
- Telephone nos. (with country/ area codes):
- Mobile Nos.: (with country/ area codes):
- Contact persons/ Designation:
- Email IDs:

Submit a self-certified copy of the registration certificate – in case of a partnership firm – Deed of Partnership; in case of a Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm. All these documents should be Notarized.

2) Taxation:

- PAN number:
- Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- GSTIN number: in Consultant and Service Site States
- Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose:
- Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):
- Comments on Tax liability and the breakup of CGST, SGST, IGST and Cess in this assignment:

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 246 of 459

ANNEXURE-L (Contd...)

3) Trade Registrations and Licences

We have the following registrations/ licences required for the performance of this Service (tick as applicable). Authenticated copies of these are enclosed herewith:

- ☐ EPF
- ☐ ESI
- ☐ Labour Licence
- ☐ Any other required -----.

4) Consultant's Authorized Representative Information

- a) Name:
- b) Address:
- c) Telephone/ Mobile numbers:
- d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name, address and seal of Consultant]

DA: As above

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 247 of 459

ANNEXURE-L (Contd...)

Form T-2: Consultant's Organisation and Experience

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Bid)

(on Consultant's Letter-head)

(Along with supporting documents, if any)

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____ Date.....

RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

Form-2: Please fill out this form to briefly describe the Consultant's organization and outline the recent consultant experience most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in the form of a joint venture or a Sub-consultant, the amount paid to the Consultant), and the Consultant's role/involvement.

A Consultant's Organization

1. Provide a brief description of the background and organization of your organisation and – in case of a joint venture – of each member for this assignment.
2. Include an organisational chart, a list of the Board of Directors (if applicable), and beneficial ownership. [If required as per RFP, the successful Consultant shall provide additional information on beneficial ownership.]

B Consultant's Experience

1. List only previous similar assignments completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the client directly or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant or that of the Consultant's partners or Sub-consultants - but can be claimed in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references, as requested by BDL.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 248 of 459

ANNEXURE-L (Contd...)

3. You can devise your own format, but the suggested information is as follows

Assignment name; Client Name; Sector(s) Involved; Level: National/ State/ Local Government Institutions; Place (Village/ City/ State/ Country); Start date (month/year); Completion date (month/year); Designations/ roles of professional staff provided by you; Approx. Value of the contract (in Rs Crore); Approx. Value of the services provided by your firm under the Contract (in Rs crore); Total no. of staff-months of the assignment; No. Staff-months of professionals provided by you; Narrative description of the project:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name, address, and seal of Consultant]

DA: As above

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 249 of 459

ANNEXURE-L (Contd...)

Form T-3: Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by BDL

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Bid)

(Along with supporting documents, if any)

(on Consultant's Letter-head)

RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____ Date.....

Form T-3: Comments and Suggestions on the areas that have not been provided or any changes to the existing provisions of the Terms of Reference, Counterpart Staff, and Facilities to be provided by BDL that could improve the quality/effectiveness of the assignment.

Specifically mention where your proposal deviates from Section VI: Terms of Reference (TOR).

A. ON THE TERMS OF REFERENCE

Note: Suggest and justify any modifications or improvements to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Such suggestions should be concise, to the point, and incorporated into your bid. Consultants must maintain the same numbering and structure as in Section VI: Terms of Reference (TOR) and Section VI-A: List of Key Experts and Required Qualifications.

B. ON COUNTERPART STAFF AND FACILITIES & OTHER AREAS

{Comments on counterpart staff and facilities to be provided by BDL. For example, administrative support, office space, etc., if any}

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 250 of 459

ANNEXURE-L (Contd...)

FormT-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Bid)

(on Consultant's Letter-head)

RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____ Date.....

Form T-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Response:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

A. Technical Approach and Methodology

{Please explain your understanding of the objectives of the assignment as outlined in the 'Terms of Reference' (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs here.}

B. Work Plan.

{Please outline the plan for implementing the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with Form T-5: 'Work Schedule and Planning of Deliverables'.}



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 251 of 459

ANNEXURE-L (Contd...)

C. Organization and Staffing.

{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff. The Organization and staffing should be consistent with Form T-6: 'Team Composition, Assignment, and Key Experts' Inputs.}

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name, address, and seal of Consultant]

DA: Relevant documents like technical data, literature, drawings, and other documents

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 252 of 459

ANNEXURE-L (Contd...)

FormT-5: Work Schedule and Planning for Deliverables²

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Bid)

(on Consultant's Letter-head)

RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____ Date.....

{Please outline the Plan for implementing the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by BDL), and tentative delivery dates of the deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the ToR, any challenges likely to be encountered during the programmatic implementation, the mitigations proposed and the ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

N°	• Deliverables ³ (D-n)	• Months/ Quarters ⁴												
		1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
D-1	• {e.g., Deliverable #1: Interim Report}													
	• 1) data collection													
	• 2)drafting and submission of a draft report													
	• 3) Meeting to discuss the draft													
	• 3) incorporating comments from BDL													
	• 4)delivery of the final report to BDL}													
D-2	• {e.g., Deliverable #2: Interim Report}													
D-3	• Specific Reports													
D-Final	• Final Report													

² **NOTE:** The final deliverables and work plan shall be worked out in consultation with the selected consultant based on programmatic requirements.

³ List the deliverables with the breakdown for activities required to produce them and other milestones such as BDL's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

⁴ Duration of activities shall be indicated in a form of a bar chart. Include a legend, if necessary, to help read the chart.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 254 of 459

ANNEXURE-L (Contd...)

N°	Name	Expert's input (in person-months ⁵) per each Deliverable (listed in Form T-5)											Total time-input (in Months)		
		Posi- tion	Loca- tion ⁶	D-1		D-2		D-3	D-n				Home	Field
n															
										Subtotal					
										Total					

⁵ Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

⁶ "Home" means work carried out in the zone of expert's declared place of residence. "Field" means work carried out at a place outside the zone of expert's declared place of residence.

⁷ For Key Experts, the input should be indicated individually for the same positions as required under the Section VI-A.

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 255 of 459

ANNEXURE-L (Contd...)**Annex to FormT-6: Key Expert Curriculum Vitae (CV)**

(For all Key Experts separately)

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Bid)

(Along with supporting documents, if any)

(on Consultant's Letter-head)

RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____ Date.....

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education and Training: {List college/university/ Institution or other specialized education/ Training, giving names of institutions, dates attended, degree(s)/diploma(s)/ Certificate(s) obtained. Highlight relevance to general and specific sectors}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entities and employing organization(s) who can be contacted for references. Past employment irrelevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed and relevance to the Assignment
[e.g., May 2021 - present]	[e.g., Ministry of, advisor/ consultant to... For references: Tel...../e- mail.....; Mr Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications: _____

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 256 of 459

ANNEXURE-L (Contd...)

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>{List all deliverables/tasks as in FORM T-5 in which the Expert shall be involved}</i>	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of a Contract award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification, dismissal, and/or sanctions by BDL.

{day/month/year}

Name of Expert

Signature

Date

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name, address, and seal of Consultant]

DA: As above, if any

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 257 of 459

ANNEXURE-L (Contd...)

FormT-7: Terms and Conditions- Compliance

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Bid)

(on Consultant's Letter-head)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date.....

RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

Note to Consultants: Fill up this Form regarding Terms and Conditions in the RFP Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your Bid in this regard.

Sl. No.	Ref of RFP Document Section, Clause		Subject	Confirmation / Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the RFP Document, except those mentioned above. If mentioned elsewhere in our Bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name, address, and seal of Consultant]

DA: If any, at the option of the Consultant.

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 258 of 459

ANNEXURE-L (Contd...)**FormT-8: Checklist for Consultants**

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date.....

RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

Note to Consultants: This checklist is merely to help the Consultants prepare their bids; it does not override or modify the tender requirement. Consultants must do their own due diligence also.

S.No.	Documents submitted, duly filled, signed	Yes/ No/ NA
1	Form T-1.- Bid Form (to serve as covering letter and declarations applicable for both the Techno-commercial and Financial Bid)	
2	Form T-1A: Consultant's Commercial Information, Power of attorney, Registration Certificates, etc.	
3	Form T-2: Consultant's Organisation and Experience	
4	Form T-3: Comments and Suggestions on Terms of Reference...	
5	Form T-4: Description of Approach, Methodology and Work Plan...	
6	Form T-5: Work Schedule and Planning of Deliverables	
7	Form T-6: Team Composition, Assignment and Key Experts' Inputs. Annex containing all CVs	
8	Form T-7: Terms and Conditions- Compliance	
9	Form T-8: This Checklist –was ticked appropriately	
10	Form T-9A: Bank Guarantee Format for Earnest Money Deposit or Form T-9B: Bid Securing Declaration – as applicable	
11	If applicable, Form T-10: Duly signed Integrity Pact, If stipulated in AITC.	
12	Financial Bid was separately uploaded	
13	Any other requirements, if stipulated in TIS/ AITC; or if considered relevant by the Consultant	

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 259 of 459

ANNEXURE-L (Contd...)

Form T-9A: Bank Guarantee Format for Earnest Money Deposit

(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with Stamp Act and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)

(Ref ITC-clause 13.1.2 and GCC-clause 5.8)

Ref Bank Guarantee No.....

Date.....

To

The President of India, through

Head of Procurement

BDL

[Complete address of BDL]

Whereas M/s.....with its Registered/ Head Office at..... (name and address of the Consultant, hereinafter called “the Consultant”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken to submit a proposal, in pursuance of Tender no date..... (hereinafter called “the Tender”).

And Whereas you(unless repugnant to the context or meaning thereof, including your successors,administrators, executors, and assigns)have stipulated in the said Tender that the Consultant shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as Earnest Money Deposit for compliance with its obligations as per the Tender;

And Whereas wewith our Head Office at..... (name and address of the Bank, hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Consultant such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Tender and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 260 of 459

ANNEXURE-L (Contd...)

and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant's.

We further agree that no change or addition to or other modification of the terms of the Tender made by you shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 261 of 459

ANNEXURE-L (Contd...)

Form T-9B: Bid Securing Declaration

Consultants exempted from submission of Bid Security are also required to submit this. (on Consultant's Letter-head)

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____ Date.....

To

Head of Procurement

BDL

[Complete address of BDL]

Ref: RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to this RFP document's conditions, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we (all members individually and jointly in case of JV/C) shall stand automatically suspended from being eligible for bidding in any tender in BDL for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) Being notified within the bid validity of the acceptance of our bid by BDL:
 - (a) Refused or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the RFP document's conditions.
 - (c) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire

- 1) If the contract is not decided - forty-five days after the expiration of the bid validity, any extension to it.
- 2) If the contract is not awarded to us - not later than thirty days after the conclusion of the resultant contract, or

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 262 of 459

ANNEXURE-L (Contd...)

3) If the contract is awarded to us - after receipt of performance security from them

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name, address, and seal of Consultant]

Dated on day of [insert date of signing]

Place.....[insert place of signing]

DA:.....



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 263 of 459

FORMATS

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 264 of 459

ANNEXURE-L (Contd...)

Format 1: Contract Form

(Ref ITC-clause13)

The President of India, through

Head of Procurement

BDL

[Complete address of BDL]

Contract No..... dated.....

To

Consultant [Write Name]

[Complete address of the Consultant]

Subject:

Ref: 1. This office's Letter of Award No..... dated

2. This office RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services, dated..... and subsequent Amendment No....., dated..... (If any). (Hereinafter referred to as 'the RFP Document')

3. Your Tender No..... dated..... and subsequent communication(s)/ Revised Offer No..... dated..... (If any), exchanged between you and this office in connection with this tender. (Hereinafter referred to as 'Your Offer')

Dear Sir/ Madam,

Your bid referred above, read with subsequent letters mentioned above, for the Services stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

Note: The words, expressions, definitions, and abbreviations used in this Contract shall have the same meanings as those assigned in the General Condition of Contract enclosed.

2) The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) The General Conditions of the Contract;
- b) The Special Conditions of the Contract;
- c) Appendices:
 - i) Appendix A: Terms of Reference

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 265 of 459

ANNEXURE-L (Contd...)

- ii) Appendix B: Key Experts
- iii) Appendix C: Remuneration Cost Estimates
- iv) Appendix D: Reimbursable Cost Estimates
- v) Appendix E-1: Bank Guarantee Format for Performance Security
- vi) Appendix E-2: Bank Guarantee Format for Advance Payments

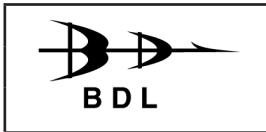
In the event of any inconsistency between the documents, the following order of precedence shall prevail: this Contract Form; the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E-1; and Appendix E-2. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

3) Key Information**a) Summary of Costs**

Name of Work:		Procurement of Consultancy Services					
Tender No:		Tend No./ xxxx					
Name of the Bidder/ Bidding Firm/ Company:							
	Remuneration as per Appendix C	CGST %age And Amount	SGST %age And Amount	IGST %age And Amount	Cess %age And Amount	Reimbursables as per Appendix D	Total Cost Contract with Taxes
1	2	3	4	5	6	7	8
% age of GST							
Cost in Figs							
Cost in Words							

b) Timelines

- i) Effective Date of The Contract as per Work Plan in Appendix A
 - ii) Completion Date of the Services as per Work Plan in Appendix A
- 4) The mutual rights and obligations of BDL and the Consultant shall be as outlined in the Contract, in particular:
- a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 266 of 459

ANNEXURE-L (Contd...)

- b) BDL shall make payments to the Consultant in accordance with the provisions of the Contract.

(Signature, name and address of [BDL]'s authorized, official)

For and on behalf of the President of India

Received and accepted this Contract

(Signature, name, and address of the Consultant's executive duly authorized to sign on behalf of the Consultant. For a joint venture, either all members shall sign or only the lead member, in which case a power of attorney to sign on behalf of all members shall be attached.)

For and on behalf of

(Name and address of the Consultant)

.....

(Seal of the Consultant)Place: _____ Date:

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 267 of 459

ANNEXURE-L (Contd...)

Appendix A: Description of Services

RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

Contract No _____; Date _____

Consultant's Name _____

[This Appendix shall include the final Terms of Reference (TORs), Approach, Methodology and Work Schedule and Planning of Deliverables, worked out by BDL and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; BDL's input, including counterpart personnel assigned by BDL to work on the Consultant's team; specific tasks that require prior approval by BDL.]

1. Terms of Reference

Insert the text based on Section VI (Terms of Reference) of the RFP and modify it based on Forms T-1 through Form T-7 in the Consultant's Proposal. Highlight the changes to Section VI of the RFP]

2. Work Schedule and Planning for Deliverables

Insert the text based on Form T-5 in the Consultant's bid as negotiated between BDL and the Consultant.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 268 of 459

ANNEXURE-L (Contd...)

Appendix B: Key Experts

RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

Contract No _____; Date _____

Consultant's Name _____

[Insert a table based on Form T-6 of the Consultant's Technical Bid and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Assignment Site; entitlement, if any, to leave pay; public holidays in BDL that may affect Consultant's work; etc. Make sure there is consistency with Form T-6. In particular: one month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 269 of 459

ANNEXURE-L (Contd...)

Appendix C – Remuneration Cost Estimates

RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

Contract No _____; Date _____

Consultant's Name _____

1. **Monthly rates for the Experts:**

[Insert the table with the remuneration rates. The table shall be based on the Consultant's bid and reflect any changes agreed upon at the Contract negotiations, if any. The footnote shall list such changes made at the negotiations or state that none has been made.]

2. **[When the Consultant has been selected under the Quality-Based Selection method, or BDL has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations, also add the following:**

"The agreed remuneration rates shall be stated in the attached Annex to Appendix C. This Annex shall be prepared based on the Breakdown of Remuneration Rates submitted by the Consultant and incorporating any amendments agreed upon during negotiations.

Should information submitted by the Consultant be found by BDL (either through inspections or audits according to GCC clauses 5.11 and 5.12 or through other means) to be materially incomplete or inaccurate, BDL shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have a retroactive effect and, in case remuneration has already been paid by BDL before any such modification, (i) BDL shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by BDL to the Consultants, the Consultants shall reimburse to BDL any excess payment within thirty (30) days of receipt of a written claim of BDL. Any such claim by BDL for reimbursement must be made within twelve (12) calendar months after receipt by BDL of a final report and a final statement approved by BDL in accordance with GCC clause 10.5.7 of this Contract."

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 270 of 459

ANNEXURE-L (Contd...)**Annex to Appendix C: Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who shall be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Rate per Working Month/Day/Hour)

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Re-muneration Rate	Social Charges ¹	Over head ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate ¹ in Figs	Agreed Fixed Rate in Words
Home Office									
Away from Home Office									

1 Expressed as a percentage of 1

2 Expressed as a percentage of 4

Signature Date

Name and Title: _



Appendix-D : Reimbursable Expenses Cost Estimates

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on the Consultant's bid and reflect any changes agreed upon at the Contract negotiations, if any. The footnote shall list such changes made at the negotiations or state that none has been made.]*
2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made more than the Contract amount.]*

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 272 of 459

ANNEXURE-L (Contd...)

Appendix-E1 : Bank Guarantee Format for Performance Security

(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with Stamp Act and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)

(Ref ITC-clause 13.1.2 and GCC-clause 5.8)

Ref Bank Guarantee No.....

Date.....

To

The President of India, through

Head of Procurement

BDL

[Complete address of BDL]

Whereas M/s.....with its Registered/ Head Office at..... (name and address of the Consultant, hereinafter called "the Consultant", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of contract no date..... to delivery (description of Services) (herein after called "the contract").

And Whereas you(unless repugnant to the context or meaning thereof, including your successors,administrators, executors and assigns)have stipulated in the said contract that the Consultant shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas wewith our Head Office at..... (name and address of the Bank, hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Consultant such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 273 of 459

ANNEXURE-L (Contd...)

reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant's.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 274 of 459

ANNEXURE-L (Contd...)

Appendix-E2 : Bank Guarantee Format for Advance Payment

(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with Stamp Act and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)

(Ref GCC-clause10.5.2)

Ref Bank Guarantee No.....

Date.....

To

Head of Procurement

BDL

[Complete address of BDL]

Whereas M/s.....with its Registered/ Head Office at..... (name and address of the Consultant, hereinafter called “the Consultant”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of contract no date..... to delivery (description of Services) (hereinafter called “the contract”).

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors, and assigns) have agreed in pursuance of the said terms and conditions of the contract to make an advance payment of Rs..... (Rupees..... only) to the Contractor on the Contractor furnishing a Bank Guarantee in the manner herein contained.;

And Whereas wewith our Head Office at..... (name and address of the Bank, hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 275 of 459

ANNEXURE-L (Contd...)

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant's.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 276 of 459

ANNEXURE-L (Contd...)

Format 2: Certification by Prospective Arbitrators

(Ref GCC-clause 11.5)

To

Head of the Procuring Officer

BDL

[Complete address of BDL]

Certification by Prospective Arbitrators

1. Name: _____
2. Contact Details: _____
3. I hereby certify that I am a retired officer of *[Name of Organisation]* retired as _____ in _____ grade.
4. I have no past or present relationship concerning the subject matter in dispute, whether financial, business, professional or another kind.

Or

I have past or present relationships concerning the subject matter in dispute, whether financial, business, professional or another kind. The list of such interests is as under:-----

5. I have no past or current relationship/ interest, financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 amended from time to time.

Or

I have past or present relationship/ interest financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 as amended from time to time. The details of such a relationship or interest are as under:-----

6. No concurrent circumstances are likely to affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months.

Or

Some circumstances will likely affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months. The list of such circumstances is as under:-----

(Signature)

(Name & Designation)

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 277 of 459

ANNEXURE-L

Format 3: Authorization to Attend Pre-Bid Meeting

(Refer to ITC-clause 7)

(on Company Official Letter Head)

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____ Date.....

To

Head of Procurement

BDL

[Complete address of BDL]

Ref: RFP Document No. RFP No./xxxx; Tender Title: Consultancy Services

Subject: Authorization to attend Pre-bid meeting on _____ (date).

Following persons are hereby authorized to attend the Pre-bid meeting for the tender mentioned above on behalf of _____ (Consultant) in the order of preference given below.

Sr.	Name	Government Photo ID Type/ Number
I.		
II.		
Alternate Representative		

Note:

- Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-bid meeting. An alternate representative shall be permitted when regular representatives cannot attend.
- Permission to enter the hall where the pre-bid meeting is conducted may be refused if authorization as prescribed above is not submitted.

Signatures of Consultant

or

The officer authorized to sign the bid.

Documents on behalf of the Consultant

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 278 of 459

ANNEXURE-M

FORMAT OF INDEMNITY BOND

TO BE EXECUTED ON STAMP PAPER OF VALUE Rs. 100/-

INDEMNITY BOND

To M/s.

We, M/s. _____ have entered into a contract with you in accordance with the terms and conditions of the W.O. No. _____ DATE: _____ (here in after referred to as "The said Contract").

Whereas, under the said contract you have agreed to issue material to us on our furnishing an indemnity Bond.

We M/s. _____ hereby undertake as follows.

1. In consideration of your agreeing to issue FIM in accordance with the said contract on our furnishing indemnity Bond, we hereby undertake to indemnify you and keep you indemnified from time to time to the extent of Rs. _____ being the material value Rs. _____ in accordance with said contract against any loss or damage caused to or suffered by you by reason of a any breach or breaches on our part of any of the terms and conditions contained in the said contract and in the event we shall make any defaults in carrying out any of the works under the said contract, we shall forthwith on demand pay to you such sum of Rs. _____ as may be claimed by you as your losses and damages, costs, charges or expenses by reason of such default or defaults on our part.
2. Notwithstanding anything to the contrary in these presents or in the said contract your decision as to whether we have made any default or faults or committee any breach of the contract or the amount or amounts to which you are entitled by reasons there of will be binding on us for the purposes of this indemnity and we will pay the same on demand without demur. This will be without prejudice to your other rights under the contract and/or this indemnity.
3. The indemnity shall continue and hold good until the receipt of the equipment at site when the indemnity bond shall get progressively reduce and finally on completion of supplies, automatically cease to continue and same shall be released to us.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 279 of 459

ANNEXURE-M

4. Your shall have the fullest liberty from time to time to enforce or forebear or enforce any of the terms and condition of the said contract and we shall not be released from our liability under the indemnity by the exercise of your liberty with reference to the matter aforesaid. Or by reason of any time being given to us or any forbearer act of commission on your part or any indulgence by you to us or by any variations or modifications of the said contract or any other act, matter or thing what so ever on your part.
5. This indemnity bond and the powers and herein contained are in addition to and not by way of limitation or substitute for any other guarantees, indemnities hereto before given to you by us and this indemnity does not revoke or limit such indemnities or guarantees.

WITNESSES

CONTRACTOR

1.

2.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 280 of 459

ANNEXURE-N

INTEGRITY PACT

Between

Bharat Dynamics Limited (BDL) hereinafter referred to as “The Principal”, and
Hereinafter referred to as “The Bidder/ Contractor”.

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for.....
The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / Transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor(s)(IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Clause 1-Commitmentsof the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Clause 2- Commitments of the Bidder(s)/ contractor(s)

- 1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 281 of 459

ANNEXURE-N (Contd...)

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical bids and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Contractors" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Contractors" is placed at (page no.5)
 - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
- 2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Clause 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s) , before award or during execution has committed a transgression through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (as per **Appendix-5** below).

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 282 of 459

ANNEXURE-N (Contd...)

Clause 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) /Contractor(s) from the tender process prior to the award according to Clause 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Clause 3, or if the Principal is entitled to terminate the contract according to Clause 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Clause 5 - Previous transgression.

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti -corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Clause 6 - Equal treatment of all Bidder(s)/ Contractor(s)/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Clause 8 - Independent External Monitor/ Monitors (IEM)

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. IEMs appointed and currently holding office are:

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 283 of 459

ANNEXURE-N (Contd...)

(a) _____ (IEM Name)

Email : _____ Mobile : _____

(b) _____ (IEM Name)

Email : _____ Mobile : _____

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s) /Contractor(s) as confidential. He reports to the Chairman, BDL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project/operational documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor(s) notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor(s) will submit a written report to the CMD BDL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit bids for correcting problematic situations.
- (7) If the Monitor(s) has reported to the CMD BDL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD BDL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor(s) may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 284 of 459

ANNEXURE-N (Contd...)

Clause 9- Pact Duration.

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of BDL.

Clause 10 - Other provisions.

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Hyderabad.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

(For & On behalf of the Principal)

(Office Seal)

(For & On behalf of Bidder / Contractor)

(Office Seal)

Place : _____

Date : _____

Witness 1 :

(Name & Address)

Witness 2 :

(Name &. Address)

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 285 of 459

ANNEXURE-N (Contd...)

Appendix-5

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1) There shall be compulsory registration of agents for all Global /Open Tender and Limited Tender.

An agent who is not registered with BDL shall apply for registration.

- 1.2) Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by BDL.
- 1.3) Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.

2.1) Tenderers of Foreign nationality shall furnish the following details in their offer:

- 1.1.1) The name and address of the agents/ representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 1.1.2) The amount of commission/remuneration included in the quoted price(s)for such agents/ representatives in India.
- 1.1.3) Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BDL in Indian Rupees only.

2.2) Tenderers of Indian Nationality shall furnish the following details in their offers;

- 2.2.1) The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
- 2.2.2) The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 286 of 459

ANNEXURE-N (Contd...)

- 2.2.3) Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BDL in India in equivalent Indian Rupee on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3** In either case, in the event of contract materializing, the term of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4** Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BDL. Besides this there would be a penalty of banning business dealings with BDL or damage or payment of a named sum.

GUIDELINES ON BANNING OF BUSINESS DEALINGS

Debarment

Rule 151 of GFR, 2017 deals with debarment which is as under:

- i) A bidder shall be debarred if he has been convicted of an offence
 - a) under the Prevention of Corruption Act, 1988; or
 - b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- iii) BDL may debar a contractor or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/ Department will maintain such list which will also be displayed on their website.
- iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 287 of 459

ANNEXURE-N (Contd...)

Guidelines on Debarment of firms from Bidding

1. The guidelines are classified under following two types:-
 - i. In cases where debarment is proposed to be limited to a single Ministry, the appropriate Orders can be issued by that Ministry itself, thereby banning all its business dealing with the debarred firm.
 - ii. Where it is proposed to extend the debarment beyond the jurisdiction of the particular Ministry i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

1. Definitions

- i. Firm: The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.
- ii. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:
 - a) Whether the management is common;
 - b) Majority interest in the management is held by the partners or directors of banned/ suspended firm;
 - c) Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
 - d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - e) All successor firms will also be considered as allied firms.

The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

2. Debarment by a Single Ministry/ Department

Orders for Debarment of a firm(s) shall be passed by a Ministry/ Department/organizations, keeping in view of the following:

- i. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years
- ii. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 288 of 459

ANNEXURE-N (Contd...)

- iii. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Ministry/Department, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc.
 - iv. It shall not be circulated to other Ministries/ Departments. It will only be applicable to all the attached/ subordinate offices, Autonomous bodies, Central Public Sector Undertakings (CPSUs) etc. of the Ministry/ Department issuing the debarment Order.
 - v. The concerned Ministry/ Department before issuing the debarment order against a firm must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).
 - vi. Secretary of Ministry/Department may nominate an officer at the rank of Joint Secretary/ Additional Secretary as competent authority to debar the firms.
 - vii. Ministry/ Department that issued the order of debarment can also issue an Order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same. Ordinarily, the revocation of the Order before expiry of debarred period should be done with the approval of Secretary concerned of Ministry/ Department.
 - viii. The Ministry/Department will maintain list of debarred firms, which will also be displayed on its website.
 - ix. Debarment is an executive function and should not be allocated to Vigilance Department.
- 3.** It is possible that the firm may be debarred concurrently by more than one Ministry/ Department. Ministries/ Departments at their option may also delegate powers to debar bidders to their CPSUs, Attached Offices/ Autonomous Bodies etc. In such cases, broad principles for debarment in para 2 as above are to be kept in mind. Debarment by such bodies like CPSUs etc. shall be applicable only for the procurements made by such bodies. Similarly, Government e-Marketplace (GeM) can also debar bidders up to two years on its portal. In case of debarments done by CPSUs, revocation of the debarment orders before expiry of debarred period should be done only with the approval of Chief Executive Officer of concerned CPSUs etc.
- 4.** Debarment across All Ministries/ Departments
- i. Where a Ministry/ Department is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, the Ministry/ Department concerned, should after obtaining the approval of the Secretary concerned, forward to DoE a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 289 of 459

ANNEXURE-N (Contd...)

relevant papers and documents. DoE will issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. This scrutiny is intended to ensure uniformity of treatment in all cases.

- ii. The firm will remain in suspension mode (i.e. debarred) during the interim period till the final decision taken by DoE, only in the Ministry/ Department forwarding such proposal.
- iii. Ministry/ Department before forwarding the proposal to DoE must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm). If DoE realizes that sufficient opportunity has not be given to the firm to represent against the debarment, such debarment requests received from Ministries/ Departments shall be rejected.
- iv. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances.
- v. No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by any Ministries/ Departments/ Attached/Subordinate offices of the Government of India including autonomous body, CPSUs etc. after the issue of a debarment order.
- vi. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.

5. Revocation of Orders

- i. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.
- ii. A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

6. Other Provisions (common to both types of debarment)

- i. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by the Ministry/ Department. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 290 of 459

ANNEXURE-N (Contd...)

- ii. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them
- iii. Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.
- iv. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".
- v. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.
- vi. The period of debarment shall start from the date of issue of debarment order.
- vii. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.
- viii. Ordinarily, the period of debarment should not be less than six months.
- ix. In case of shortage of contractors in a particular group, such debarments may also hurt the interest of procuring entities. In such cases, endeavor should be to pragmatically analyze the circumstances, try to reform the contractor and may get a written commitment from the contractor that its performance will improve.
- x. All Ministries/ Departments must align their existing Debarment Guidelines in conformity with these Guidelines. Further, bidding documents must also be suitably amended, if required.

7. Levy of Financial Penalties:

Financial Penalties may be levied as provided in the pre contract Integrity pact or based on the contractual terms.

- a) Cases involving non-performance or under performance of contract or WO terms the performance bank guarantee / security deposit shall be revoked. Apart from other actions including cancellation of contract/PO.
- b) Cases involving violations of pre-contract integrity pact, apart from cancellation of concerned or all contracts/WO on the party, the following actions can be taken towards levying the financial penalties.
 - i. Forfeiture of performance bank guarantees either fully or partially.
 - ii. Recovery of all amount paid with interest there on at 2% higher than the prevailing base rate of SBI, in case of foreign vendor 2% higher than the London interbank offered rate. If any outstanding payment is due from BDL in connection with any



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 291 of 459

ANNEXURE-N

other Contract/WO it can be utilized for the aforesaid amount and interest for recovery.

- iii. If BDL is in the position of Performance cum Warranty Bond furnished by the party, it can be encashed or invoked to cover the payments already made along with interest.
 - iv. BDL can recover such an amount if party any agent or broker with a view to secure the Contract/WO in violation of Contract/WO Terms.
- c) If the party violates Contract / WO Standard Terms related to Agents / Agency Commission, apart from putting hold or cancellation of Contract / WO entirely or in part, one or all of the following actions can be taken for levying financial penalty in case of foreign vendors.
- i. To deduct such amount paid as Gift, Reward, Fees, Commission or consideration at the rate of 2% per annum above London Interbank offered rate.
 - ii. Recovery of all the payments made in terms of the Contract / WO along with interest @ 2% per annum above London Interbank offered rate.
 - iii. Recovery of any such amount referred in (i) and (ii) above from other Contracts/ WO of the firm with BDL.
- d) The Levy of Financial Penalty shall be laid under the specific clauses of Contract / WO by way of issuing show-cause notice (if required)- Order Letters for revoking Bank Guarantees etc. to the firm by the concerned Civil Head.
- e) The levy of Financial Penalty shall be initiated by the concerned Civil Head. The Order of levying Financial Penalty will be made only after issuing the show-cause notice explaining the grounds for the proposed action by providing an opportunity to the party for explaining its case.
- f) The show-cause notice should contain reasons for the proposed action and the grounds relied upon. The party is to be given 15 days to submit their response in writing after receipt of the notice.
- g) The Financial Penalty will be levied on the approval of CFA. The CFA is Functional Director/CMD. Data of debarred vendors shall be maintained by Corporate Commercial and is placed in BDL website for the benefit of vendors. BDL Vendors are advised not to outsource any job to the debarred vendors.

On receipt of the orders from Government of India, CC shall put up the case to concerned Functional Director and with necessary approval, debar the firm and communicate the same to the vendor if it happens to be a registered vendor of BDL.

The details of all debarred vendors are hosted in the BDL website and accordingly marked in vendor master in case of a BDL registered vendor and no further enquiries are floated on them.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 292 of 459

ANNEXURE-O

EXECUTION OF SIMILAR WORKS

INDICATIVE Name of Contractor / Firm

[with full address including Contract persons for the work Tendered]

Following works s executed by the firm meeting the specific requirements of the eligibility criteria.

* REQUIREMNET PERTINS TO PROJECTS COMPLETED IN LAST SEVEN YEARS

The firm should have executed similar nature of work during the last 7 years to be listed with details as below:

(A) Similar completed works costing not less than the amount equal to 80% of the approx. estimated amount put to tender.

1. Name of Work : _____
2. Name & Address of the client : _____
3. Year of executing of the project : _____
4. Period of Construction as per contract : _____
5. Date of commencement & Date of actual completion : _____
6. Value of Work as completed : _____

[Note: Completion Certificate from the client {Attested copy to be attached}]

(B) Similar completed works costing not less than the amount equal to 50% of the approx. estimated amount put to tender.

1. Name of work : _____
2. Name & Address of the client : _____
3. Year of executing of the project : _____
4. Period of Construction as per Contract : _____
5. Date of commencement & Date of actual Completion : _____
6. Value of Work a s completed : _____

[Note: Completion Certificate from the client {Attested copy to be attached}]

(C) Similar completed works costing not less than the amount equal to 40% of the approx. estimated amount put to tender.

1. Name of work : _____
2. Name & Address of the client : _____
3. Year of executing of the projec : _____

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 293 of 459

ANNEXURE-O

4. Period of Construction as per Contract : _____
5. Date of commencement & Date of actual Completion : _____
6. Value of Work as completed : _____

[Note: Completion Certificate from the client {Attested copy to be attached}]

(2) AVERAGE ANNUAL TURNOVER

Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the approx. estimated amount put to tender.

Example:

Turnover for the last three years as on 31st March 2010 (for reference)

(for reference)	Year 2007 – 2008	Turnover	Rs. Lakhs
(for reference)	Year 2008 – 2009	Turnover	Rs. Lakhs
(for reference)	Year 2009 – 2010	Turnover	Rs. Lakhs

Note: Attach duly certified copies of Balance sheet and profit and loss account indicating that this turnover has been achieved.

(3) SOLVENCY CERTIFICATE

The Solvency required will be 40% of the approx. estimated amount put to tender. The solvency certificate shall from a nationalized or scheduled bank and issued within a period 12 months from the final date of submission of tender.

(4) IN-HOUSE DESIGN CAPABILITY (MAY BE ASKED FOR DESIGN & EXECUTION PROJECTS)

Capacity of in-house planning & Design unit with competent Architects & Structural Design Engineers and Engineers for Design Allied Services.

- (a) Competent Architects : Nos.
- (b) Structural Design Engineers : Nos.
- (c) Engineers for Design Allied Services : Nos.

Alternatively tie – up with reputed consultants. (A) Architectural firms

(B) Structural Design Firms

(C) Firm of Design and Allied Services

Note: Give full details of design firms along with letter of association for this project



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 294 of 459

ANNEXURE-P

BANK GUARANTEE BOND

FORMAT OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT / PERFORMANCE GUARANTEE

1. In consideration of the BHARAT DYNAMICS LTD., _____ Division (hereinafter called as "BDL") having agreed to exempt _____ [hereinafter called "the said Contractor(s)"] from the demand, under Agreement/Contract/Order No. _____ dated _____ (hereinafter called "the said Agreement"/ said Contract/ said Order), made between _____ and for _____ (indicate the scope of supply) of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement/Contract/Order, on production of a bank Guarantee for _____ (indicate the amount in / Foreign Currency) (Only), We, _____, (hereinafter referred (indicate the name of the bank) to as "the Bank") at the request of _____ [contractor(s)] do hereby undertake to pay to BDL an amount not exceeding _____ (indicate the amount in / Foreign Currency) against any loss or damage, costs, charges and expenses, claims caused to/ suffered or would be caused to/ suffered by BDL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement/Contract/Order.
2. We _____ (indicate the name of the bank) do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from BDL within fifteen (15) days of such demand stating that the mount claimed is due by way of loss or damage caused to or would be caused to or suffered by BDL by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement./Contract/Order or by reason of the contractor(s)' failure to perform the said agreement/Contract/ Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (indicate the amount in Rs. / Foreign Currency).
3. We undertake to pay to BDL an amount not exceeding _____ (indicate the amount in ' / Foreign Currency) so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto. Our liability under this guarantee being absolute and unequivocal.

We, _____ (indicate the name of bank) further agree with BDL that BDL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement/Contract/ Order or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 295 of 459

ANNEXURE-P

powers exercisable by BDL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement/contract/ order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of BDL or any indulgence by BDL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

4. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BDL in writing and agree that any change in the constitution of the said contractor(s) or Bank, BDL not discharge the Bank of its liability under this deed.
5. The validity of Bank Guarantee shall be up to..... (dd/mm/yy) and such date shall be 90 days after the last delivery/Services against the contract. The Bank Guarantee will continue to be enforceable till all the dues of BDL under or by virtue of the said Agreement / Contract/Order have been fully paid and its claims satisfied or discharged or till BDL certifies that the terms and conditions of the said Agreement/Contract/ Order have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
6. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.
7. Dated the _____ day of _____ for _____ (indicate the name of the Bank)



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 296 of 459

ANNEXURE-Q

BANK GUARANTEE FOR MOBILISATION ADVANCE PAYMENT

(ON NON JUDICIAL STAMP PAPER OF THE VALUE OF Rs.100)

FORMAT OF BANK GUARANTEE FOR MOBILIZATION ADVANCE PAYMENT

- 1 In consideration of the BHARAT DYNAMICS LTD., _____ Division (hereinafter called as 'BDL') having agreed to make advance payment to _____ (hereinafter called 'the said Contractor(s)') under Agreement/Contract/Order No. _____ dated _____ (hereinafter called 'the said Agreement'/said contract/said Order), made between _____ and _____ for _____ (indicate the scope of supply), for the due fulfillment of the terms and conditions contained in the said Agreement/Contract/Order, on production of a bank Guarantee for _____ (indicate the amount in Rs. / Foreign Currency) (_____ only), _____ (hereinafter referred (indicate the name of the bank) to as hereby undertake to pay to BDL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement /Contract/Order.
- 2 We _____ (indicate the name of the bank) do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from BDL within fifteen (15) days of such demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BDL by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement. /Contract/Order or by reason of the contractor(s) failure to perform the said Agreement/Contract/Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (indicate the amount in Rs./Foreign currency).
- 3 We undertake to pay to BDL an amount not exceeding _____ (indicate the amount in Rs. /Foreign currency) so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto. Our liability under this guarantee being absolute and unequivocal.
- 4 We, _____ (indicate the name of bank) further agree with BDL that BDL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement/ Contract/Order or to extend time of performance by the said contractor(s) from time to time any of the powers exercisable by BDL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to said agreement/contract/order and we



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 297 of 459

ANNEXURE-Q

shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of BDL or any indulgence by BDL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

- 5 We, _____(indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BDL in writing and agree that any change in the constitution of the said contractor(s) or Bank shall not discharge the Bank of its liability under this deed.
- 6 The validity of Bank Guarantee shall be up to _____(dd/mm/yy) and such date shall be 60 days after the last delivery/services against the contract. The Bank Guarantee will continue to the enforceable till all the dues of BDL under or by virtue of the said Agreement/ Contract/Order have been fully paid and its claims satisfied or discharged or till BDL certifies that the terms and conditions of the said Agreement/Contract/Order have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
- 7 This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.
8. Dated the _____day of _____for _____(indicate the name of the bank).
Force Majeure means an event beyond the control of the contractor and not involving the contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. Provided the acts of The Government or any state parties of the Vendor which may affect the discharge of the Vendor's obligation under the WO/contract shall not be treated as Force Majeure. If a Force Majeure situation arises, the contractor shall promptly notify the Civil Department in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. There may be a Force Majeure situation affecting BDL only. In such a situation BDL shall take up with the contractor on similar lines as above for further necessary action.

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 298 of 459

ANNEXURE-R**DEVIATION STATEMENT NUMBER**

Name of Work : Awarded Value
Value of Deviation :
Name of Contractor : Total value :

Work Order No. and date :

Sl. No.	Item No.	Description of item in brief	Unit	Rate	As per Agreement		As per Actual execution		Financial Implications		Reasons for Deviation
					Qty	Amount	Qty	Amount	Excess	Savings	

Signature of the officer
preparing the statement

Signature of the officer
verifying the statement

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 299 of 459

ANNEXURE-S**EXTRA ITEM STATEMENT**

Name of work :

Work Order No. and date :

Name of the contractor :

Awarded value :

	Value Rs.
Extra items sanctioned till date	
Extra items put up for approval now	
Total	

S.No.	Extra item No.	Description of item in full	Unit	Qty	Rate	Amount	Reasons for executing the extra item
1	2	3	4	5	6	7	8

Signature of the officer preparing the statement

Note: Rate recommended for extra item

Shall be supported with rate analysis

Signature of the officer verifying the statement

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 300 of 459

ANNEXURE-T**SUBSTITUTED ITEMS STATEMENT**

Name of work :

Work Order No. and date :

Name of the contractor :

Awarded value :

	Value Rs.
Sub. Items sanctioned till date	
Sub. items put up for approval now	
Total	

Sl. No.	Item No.	Description of item in full As per Tender	Unit	Qty	Amount	Item No.	Description of item in full As per execution	Unit	Qty	Amount	FINANCIAL IMPLICATIONS		Reasons
											Excess	Savings	

Signature of the officer preparing the statement

Note: Rate recommended for extra item

Shall be supported with rate analysis

Signature of the officer verifying the statement

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 301 of 459

ANNEXURE-U**WORKS DIARY**

Name of work : Date of Hand over the site :
Work Order No. and date : Stipulated date of commencement :
Actual date of commencement :
Stipulated date of completion :

Sl.No.	Date	Details of work carried out	Remarks	Signature of	
				Contractor/ Representative	Engineer/ Representative

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 303 of 459

ANNEXURE-W**SITE ORDER BOOK**

Name of work : Date of Handing over the site :
Work Order No. and date : Stipulated date of commencement of work :
Actual date of commencement of work :
Stipulated date of completion of work :

Sl. No.	Remarks of the Inspecting officer or Contractor along with name & designation	Action taken and by whom	Remarks

Signature

**WORKS MANUAL - 2023**

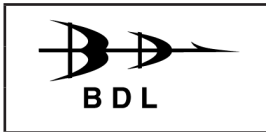
VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 304 of 459

ANNEXURE-X**HINDRANCE REGISTER**

Name of work : Date of Handing over the site :
Work Order No. and date : Stipulated date of commencement :
Name of the contractor : Actual date of commencement :
Stipulated date of completion :
Actual date of completion :

S. No.	Nature of Hindrance	Date of occurrence	Period for which is likely to last/ date of expiry of hindrance	Period for which extensions is required for this particulars hindrance	Over lapping period if any with reference to items	Net extension required	Sign of Contractor/ Rep.	Sign of Engineer/ Rep.	Remarks
1	2	3	4	5	6	7	8	9	10

Signature



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 305 of 459

ANNEXURE-Y

MODAL TENDER DOCUMENT FOR CIVIL WORKS

INFORMATION TO CONTRACTORS

BDL invites e-tenders for -----

Bidders have to quote for all items covered in the NIT contained in CPWD, **DSR - 2021** and additional items given in BOQ. On (%) Excess or (%) Less basis on **DSR 2021** rates and additional item's rates given in BOQ,

Estimated value of work is Rs----- Lakh for Works, Contractor can quote, subject to the full filling of prequalification criteria fixed.

Brief Description of the Subject Works -----

-----.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 306 of 459

ANNEXURE-Y (Contd...)

BHARAT DYNAMICS LIMITED

-----UNIT

TENDER SCHEDULE FOR:

VOLUME – I

LETTER INVITING TENDER INSTRUCTIONS TO BIDDER CONDITIONS OF CONTRACT

DATE:

BHARAT DYNAMICS LIMITED

-----UNIT

TENDER FOR THE -----

-----”

CONTENTS

SECTION I - LETTER INVITING TENDER
SECTION II - INSTRUCTIONS TO CONTRACTOR
SECTION III - CONDITIONS OF CONTRACT

- a) GENERAL CONDITIONS OF CONTRACT
- b) SPECIAL CONDITIONS OF CONTRACT
- c) SUPPLEMENT TO SCHEDULE OF ITEMS FOR INCLUSION IN RATES

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 307 of 459

ANNEXURE-Y (Contd...)

CONTRACTORS UNDERTAKING

Sub: -----
-----reg.

Ref: -----

Dear Sir/s,

I/ We the undersigned have carefully gone through and clearly understood (after visiting the site), the Tender drawings and Tender documents comprising of the tender form, Notice of Contractor, Agreement and Conditions of Contract, Special Conditions, Specifications and Schedule of Probable Quantities given in the tender documents.

I/We do here by undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates which/I/We have quoted for all the items of the probable bill of quantities.

I/We are depositing as Earnest Money a sum of Rs -----as per the requirement In favour of "Bharat Dynamic Limited" payable at Hyderabad along with this tender for due execution of the above said work at my / our tendered rates together with any variations which shall be adjusted at prices based by the employer on our tender rates..

In the event of this Tender being accepted I/We agree to Execute the contract according to your work order in default whereof, I/We do here by bind my self / ourselves to forfeit the afore said deposit.

I/We further agree to complete the work included in the said Schedule of quantities within -----
-- period from the date of commencement of work as per the work order.

I/We agree to pay Government Taxes (State and Central), GST, for insurance and all other taxes as prevailing from time to time, on such items for which the same are leviable, and the rates Quoted by me/us are inclusive of the same.

Yours faithfully,

Contractor's Signature Address

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 308 of 459

ANNEXURE-Y (Contd...)

SECTION-I

LETTER INVITING TENDER

To,

DATE:

M/s.

Sub: -----reg.

Dear Sirs,

e-tenders are invited from qualified parties for the following work:-----

Tender No.-----

Name of the work-----

Approximate Cost-----

Completion Period-----

Earnest Money Deposit-----

Cost of Tender Documents (Non-Refundable) - only in case of manual tendering otherwise specified.

PRE QUALIFICATION CRITERIA

Price bid will be opened of the parties who possess the following criteria.

Must possess valid, P.F Code No., ESI registration, IT PAN and GST.

EMD and Tender cost of required amount in the form of Demand draft/pay order/online.

Solvency certificate of Rs. -----Lakh should be from a Nationalised or Scheduled bank and issued within a period of 12 months from the final day of submission of tender.

Average annual financial turnover during the last three years ending **DD/MM/YYYY** should be at least **Rs. ---- Lakhs** . Contractor should have been active business in the last three years.

Having following experience:

Experience of having successfully completed **Civil works** in CPWD, MES, P&T, Railways, Defense and other Govt. Department, state PWD, CSIR or any of its laboratories, reputed Private sector and joint venture with multinational companies, during last 7 years ending DD/MM/YYYY,

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 309 of 459

ANNEXURE-Y (Contd...)

Or

either of the following.

Three similar completed works costing not less than **Rs.----- Lakhs Or**

Two similar completed works costing not less than **Rs. -----Lakhs..**

One similar completed work costing not less than **Rs. ----- Lakhs.**

Note:

- a) The work shall be completed as a whole. Partial value / completion are not being considered.
 - b) In case of experience certificate obtained from private organizations, the same shall be supported with TDS certificate, by the contractor.
 - c) In case of works combined with civil, electrical, utility services, the experience in similar nature of work shall include civil as well as electrical and utility services
3. Interested parties may submit the e-Tender on web site **https:// www.bdlenders.abcprocure.com**
 - 4 Tender document is to be submitted in two forms.

(i) **PART I. – TECHNICAL BID.** The contractor has to upload the following documents along with the information as desired for the pre qualification criteria mentioned above, in the technical bid format.

- 1 Constitution & legal status / company profile.
- 2 Registration with BDL/other organization if any.
- 3 Copy of PAN Registration.
- 4 Certificate of GST No.
- 5 Income tax return for the last three years.
- 6 Annual turnover for the last three years duly certified by chartered accountant.

(ii) **PART II: - PRICE BID:** Contractor has to submit their quotation in the format of BOQ given in the tender documents.

Bidders have to quote their rates inclusive of GST and all other taxes.

Bidders should quote the minimum quote. There would be no negotiation except with L1, if found necessary.

Abnormal quote may be rejected.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 310 of 459

ANNEXURE-Y (Contd...)

The contractor may kindly note that the price bid of those parties who are considered suitable based on the information given by them in technical bid shall be opened or they will be called to participate in e-Reverse Auction.

Preference purchase clause (Make in India) orders 2017 based on the local content is applicable to all contractors/service providers.

Contractor shall declare the extent of local content separately and in case of self-declaration the contractor has to provide documentary evidence, if sought by BDL even at a later date, if failed so, legal action will be initiated.

All Samples of the material should be submitted, to department and get approval, before execution of work.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 311 of 459

ANNEXURE-Y (Contd...)

SECTION-II

INSTRUCTIONS TO CONTRACTORS

1. Description of Work
2. Eligibility and Qualification Requirements.
3. Cost of Bidding.
4. Site Visits.
5. Brand Names.
6. Stamp Duty and Legal Charges.
7. Completion of Tender.
8. Work Plan.
9. Content of Bidding Documents.

Volume-II

10. Bill of Quantities
11. Inspection and Examination
12. Interpretation and Clarification of Bidding Documents.
13. Amendment of Bidding Documents.
14. Language of Bid.
- 14.1 Documents comprising the Bid.
15. Bid Prices.
16. Currencies of Bid and Payment.
17. Bid Security/Earnest Money Deposit.
18. Bid Validity.
19. Format and Signing of Bids.
20. Alternative bid by Contractor.
21. Sealing, Marking and Submission of Bids.
22. e-tendering Notice.
23. Late Bids.
24. Modification and Withdrawal of Bids.
25. Bid Opening and Evaluation.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 312 of 459

ANNEXURE-Y (Contd...)

26. Process to be confidential.
27. Clarification of Bids.
28. Determination of Responsiveness.
29. Correction of Error.
30. Evaluation and Comparison of Bids.
31. Acceptance/Award of tender right to Accept or Reject any or all Bids.
32. Notification of Award.
33. Signing of Agreement.
34. Performance Security/Security Deposit.
35. Information regarding any relative of contractor employed in BDL.
36. Corrupt or Fraudulent practice
37. Rejection of unworkable quotation
38. Jurisdiction of Court in case of dispute or differences arising on account of this Tender
39. Percentage rate contract
40. Freak rate Items
41. Fore closure of contract
42. Termination of contract
43. Term contracts
44. Preamble to Schedule of Rates
45. Supervision of Works by Contractor

ANNEXURE-I Form of Agreement

ANNEXURE-II Declaration



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 313 of 459

ANNEXURE-Y (Contd...)

INSTRUCTIONS TO CONTRACTORS

1) GENERAL

Description of work

“-----
-----”, and hereinafter referred to as “(Name of contract work)” or “works”.

2 Eligibility and qualification requirement

2.1 Price Bid shall be opened for only those parties who will be found Suitable based on Technical Bid.

3 Cost of Bidding

3.1 The contractor shall bear all expenses associated with the preparation and submission of his bid and the cost of tender documents /drawings. BDL shall in no case be responsible or liable for reimbursement of such expenses or other claims regardless of the conduct or outcome of the bidding process.

4 Site Visits

The contractor is advised to visit and examine the Site of Works and its surroundings and obtain on his own responsibility all information including constraints that may be necessary for preparing the bid and entering into Contract and carrying out the work. The costs of any such visits shall be entirely at the contractors own expenses.

The contractor or any of his authorized personnel will be granted permission by BDL to enter the premises for the purpose of such inspection, but only upon the express condition that the contractor and/or his authorized agents, will release and indemnify BDL, from and against all liabilities in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses, however, caused which but for the exercise of such permission would not have arisen.

5 Brand Names

5.1 Specific reference in the specification to any material by trade name or catalogue number shall be construed as establishing a standard of quality and performance. However, during construction bidders may offer equivalent brand for approval of Engineer-in-charge. It is assumed that the rates quoted cover the cost of specified brands. **(List of make for the material is enclosed in _____).**

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 314 of 459

ANNEXURE-Y (Contd...)

6 Stamp Duty and Legal Charges

6.1 Whenever and wherever required, as per the Government regulations, it shall be incumbent on the successful contractor to pay stamp duty as applicable in Hyderabad on account of contract agreement or any other matter in connection with the contract.

7 Completion of Tender

7.1 The scope of works, terms, conditions and other details are specified in the tender documents. The contractor / tenderer shall prepare and submit the bid keeping in view the requirements of tender documents. Any bid incomplete or not in compliance with the tender documents shall be liable to rejection.

8 Work Plan

8.1 Contractor / Tenderer along with his bid shall submit a detailed work plan for the implementation of work complying with the completion time schedule as stipulated in the Tender document.

8.2 The contractor / tenderers shall also submit along with the tender, a list of construction plant equipments and manpower to be deployed for the work, list of jobs on hand, bio-data of the engineer who would be in charge of this work to facilitate tender appreciation.

B. BIDDING DOCUMENTS

9 Content of Bidding Documents

A set of bid documents issued for the purpose of bidding consists of the following volumes, together with any addendum there to which may be issued in accordance with the proceeding of pre-bid meetings, if any.

VOLUME – II

10 Bill of Quantities: The bidder is expected to examine carefully all instructions, conditions, forms, appendices to bid terms, annexure. Schedules, specification and drawings in the Bid Documents. Failure to comply with these requirements of bid submission will be at the bidders own risk. Bids which are not substantially responsive to these requirements of the Bid Documents will be rejected.

11 The bidder shall be deemed to have inspected and examined the site and collected all necessary information regarding all factors and conditions likely to influence carrying out the work before submitting his bid.

12 Interpretation and Clarification of Bidding Documents

12.1 Bidders shall be carefully examine the Bidding Documents and fully understand the Conditions and matters which may affect the work or the cost thereof. Should a bidder find discrepancies in or omission from the specification or other documents,

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 315 of 459

ANNEXURE-Y (Contd...)

or should he be in doubt as to their meaning, he, should at once address a query in writing/ cable/Facsimile to the Officer publishing the tender. BDL will entertain and offer clarification to any such queries only if these are received one week prior to the bid submission date. If pre-bid meeting there, the queries may be posed in the meeting and they will be answered and addendum will be issued to tender

13 Amendment of Bidding Documents

13.1 At any time prior to the deadline for the submission of Bids BDL may, for any reason, whether at their own initiative or in response to clarifications requested by prospective bidders modify the Bidding Document by issuing Addenda / Corrigendum. Such Agenda / Corrigendum will be sent in writing or by cable/ fax to all prospective bidders who have received the bidding Documents and shall form a part of the Tender. In order to afford prospective bidders time in which to take such Agenda / Corrigendum into account in preparing their bids BDL may at their discretion extend the deadline if felt necessary, for the submission of bids. No alteration what so ever may be made in the text of the bid form by the Bidder; any remarks or explanations should be set out in a covering letter.

14 PREPARATION OF BIDS

14.1 Language of Bid

The bid prepared by the bidder along with all correspondence and documents relating to the bid exchanged by the bidder and BDL shall be written in English Language.

14.2 Documents Comprising the Bid to be filled.

The Bid prepared by the bidder shall comprise the following components:

- a) Bid security /EMD.
- b) All Bid documents duly signed and stamped on each page by the bidder.
- c) A covering letter stating any other matter in relation to his bid which the bidder considers should be drawn to the particular notice of the BDL.
- d) Detailed work plan.
- e) List of manpower including the Bio-Data of Engineer –in-charge.
- f) List of plant and machinery to be deployed.
- g) List of jobs on hand.

15 Bid Prices

Unless stated otherwise in the Bidding Documents, the contract shall be for the whole works as described.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 316 of 459

ANNEXURE-Y (Contd...)

The bidder shall fill in rates and prices for all items of works described in the Schedule of Prices. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause, like in market rates etc. shall be included in the rates and fluctuations prices of items submitted by the bidder. The evaluation and comparison of bids by BDL shall be made accordingly. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract with any extended period if granted.

If the bid submitted contains any handwriting, it shall be ensured that such hand writing is clear, legible and duly signed by the person signing the bid and that no over writing or erasing is adopted, failing which the bid is liable for rejection. Contractors should quote the minimum quote. There would be no negotiation except with L1, if found necessary.

Unworkable quote may be rejected.

16 Currencies of Bid and Payment

16.1 The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees. All payments to the bidder, under the proposed contract, shall be made entirely in Indian Rupees.

17 Bid Security / Earnest Money Deposit

The Bidder shall furnish, as part of its bid, bid security / EMD. The bid security shall be in favor of BDL and shall not earn any interest.

The bid security / EMD is required to protect BDL against the risk of Bidder's conduct which would warrant the security's forfeiture.

The Bid security / EMD shall be submitted in the shape of an account Payee demand draft or pay order payable at **Hyderabad**, India, drawn on an Nationalized / scheduled Bank, drawn in favor of **Bharat Dynamics Limited**.

Bid security will not be accepted in any form other than those mentioned above and bids not accompanied with EMD shall be liable to rejection.

The bid securities of unsuccessful Contractors will be returned on finalization and award of contract. However, the Bid security of the successful Contractor will be released only on submission of security deposit. Or adjusted towards Security deposit and Contractor is to pay the balance amount of Security Deposit if warranted.

The Bid security may be forfeited: (In addition to clauses mentioned in GCC)

If a Contractor withdraws his bid during the period of validity specified in the Bid Form

OR

If a Contractor resiles from a bid

OR

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 317 of 459

ANNEXURE-Y (Contd...)

In the case of successful Contractor, if the Contractor fails within the time limit to:

- A Sign the contract agreement and
- B Furnish the required security deposit within the stipulated time limit.

18 Bid Validity

Bids shall remain valid and open for acceptance for a period of **one hundred and twenty** (120) calendar days after the date of bid opening. Bids valid for a period shorter than specified period of validity of 120 days shall be rejected.

19 Format and signing of Bids

The contractor shall submit the bidding documents in the prescribed Proforma only.

All pages of the tender shall be duly signed, stamped and dated.

The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the bidder to the contract. Proof of authorized shall accompany the bid in the form of '**POWER OF ATTORNEY**'. All pages of the bid where entries, amendments, corrections, alterations, erasures etc. have been made shall be initialized by the person or persons signing the bid.

Only one bid shall be submitted by each contractor. No contractor may participate in the bid of another for the same contract in any relation whatsoever.

All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures.

20 ALTERNATIVE BID BY CONTRACTORS.

Contractors shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. **Alternatives will not be considered.**

21 SUBMISSION OF BIDS – SEALING, MARKING AND SUBMISSION OF BIDS

The contractors are required to upload all the required information along with technical bid.

Notice Inviting Tender for e-tender will be prepared and will be hosted in BDL website <https://bdlenders.abcprocure.com/> and in CPP Portal along with the complete document Interested Agencies shall submit the Tenders in Two-Bid system on or before the due date and the received Tenders will be processed.

22 Tender Notice of e-Tendering shall have the following:

Scanned copy or proof of payment of Tender fee / EMD to be submitted along with Technical Bid and the original Tender Fee / EMD in the form of DD should reach the office specified in NIT well within the date and time specified in the tender i.e. within Seven days of tender submission.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 318 of 459

ANNEXURE-Y (Contd...)

All the relevant BOQ without prices, drawings, General Conditions of Contract and other required documents are uploaded into e-Procurement Portal to enable contractors to download without login. Wherever required, access to the tender is provided, after login wherein the contractor shall purchase the tender document. In certain cases, where soft copies cannot be uploaded the tender shall be published in the website and hard copies of drawings may be issued to the prospective contractors who approach BDL with a request.

Deadline for Submission of bids

Bids must be received by the BDL at the address specified not later than the date and time specified in the Invitation for Bid. In the event of the specified date for the submission of bids being declared holiday by the employer, the bids will be received up to the appointed time on the next working day.

BDL may, at their discretion, extend the due date for submission of bids by issuing an amendment in which case all rights and obligations of BDL and the contractors previously subject to the original due date shall thereafter be subject to the new due date as extended.

23 Late Bids

23.1 Any bid received by BDL after the deadline for submission of bids prescribed by BDL in the invitation for Bid will be rejected and returned unopened to the bidder.

24 Modification and Withdrawal of Bids (in case of e-tendering):

The contractor may modify or withdraw his bid after submission, provided that the modification or notice of withdrawal is received in writing by the BDL prior to the prescribed due date for submission of bids.

The contractor's modification or notice of withdrawal shall be prepared, sealed, marked and delivered prior to the prescribed due date for submission of bids with the envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

No bid may be modified subsequent to the due date for submission of bids.

Withdrawal of a bid during the interval between the due date for submission of bids and the expiration of the period of bid validity specified by the contractor in the Bid Form will result in forfeiture of the Bid Security. Conditional bids will be summarily rejected.

25 BID OPENING AND EVALUATION

Technical Bid.

On the due date and appointed time as specified, the Employer shall open the bids. In the event of the specified date for Bid Opening being declared a holiday by the Employer, the bids will be opened at the appointed time on the next working day.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 319 of 459

ANNEXURE-Y (Contd...)

If any Bid contains any deviation from the Bid documents and /or if the same does not contain Bid Security in the manner prescribed in the Bid documents, then that Bid will be rejected and the contractor informed accordingly. Incomplete bids in respect of above would be rejected then and there and informed to the contractors accordingly. All other bids would be taken for evaluation. All the contractors whose, technical offers are found acceptable after evaluation would be informed of the date and time of opening of price bid to facilitate their participation.

Commercial Bid.

On the due date and appointed time, the Commercial Bids of the contractors, whose technical bids were found acceptable will be opened. In the event of the specified date for Commercial Bid Opening being declared a holiday by the Employer, the bids will be opened at the appointed time on the next working day.

Conditional Bids will be rejected.

26 Process to be Confidential

26.1 After the opening of bids, information relating to the examination, clarification, evaluation, bids and recommendations concerning the award of contract shall not be disclosed to the bidders or any other persons not officially concerned with such process until the award of the contract to the successful contractor.

26.2 Any effort by a bidder to influence BDL personnel or representatives on matters relating to bids under study in the process of examination, clarification, evaluation and comparison of bids and in decisions concerning award of contract, may result in the rejection of the contractor's bid.

27 Clarification of Bids

To assist of examination, evaluation and comparison of bids, BDL may ask bidders individually for clarification of their bids including breakdown of unit rates/prices. The request for clarification and the response shall be writing, but no change in the price or substance shall be permitted except conforming clarifications sought.

28 Determination of Responsiveness

Prior to detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets qualifying criteria (b) has been properly signed by an Authorized signatory (accredited representative) holding power of attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the contractor to settlement of disputes clause ; (c) is accompanied by the required Bid security and ; (d) is responsive to the requirements of the Bidding documents.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 320 of 459

ANNEXURE-Y (Contd...)

For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. The material deviation or reservation is one which affects in any substantial way the scope quality or performance of the works, or which limits in any substantial way or is, inconsistent with the bidding documents, BDL's rights or the bidders obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive positions of other bidders presenting substantially responsive bids. Conditional bids will be summarily rejected.

If a bid is not substantially responsive to the requirements of the bidding documents, it will be rejected by BDL.

29 Correction of Error

Bids determined to be substantially responsive will be checked by BDL for any arithmetical errors in computation and summation, Errors will be corrected by BDL as follows:

Where there is a discrepancy between unit rates quoted in figures and in words, the unit rates quoted in words will govern.

Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of unit rate and the quantity, the unit rates quoted will govern and the total amount will be corrected.

The bidders are not permitted to quote their rates in units other than the units mentioned in the Bidding documents against the individual items.

The total bid price quoted will be adjusted by BDL in accordance with the above procedure for the correction of errors and the concurrence of the bidder shall be deemed and binding upon the bidder. If the bidder does not accept the corrected price of the bid, his bid will be rejected and the EMD will be forfeited.

30 Evaluation and Comparison of Bids

BDL will evaluate and compare only those bids which have determined to be substantially responsive to the requirements of the bidding documents.

In evaluating bids, the BDL will determine for each bid the evaluation bid price by adjusting the total bid price as follows:

- a). Making any correction for errors pursuant to above.
- b). Excluding the Provisional Sums and the provisions, if any, for contingencies in the summary of bill of quantities.

If the bid of the successful bidder is seriously unbalanced in relation to the Engineer's estimate or the real cost of work to be performed under the contract, BDL may require that the amount

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 321 of 459

ANNEXURE-Y (Contd...)

of the performance security set forth be increased at the expense of the successful bidder to a level sufficient to protect BDL against financial loss in the event of subsequent defaults of the successful bidder under the contract.

AWARD OF CONTRACT

31 Acceptance / Award of tender:

Owner shall not be bound to accept the lowest or any tender or to assign reasons for non- acceptance of any tender. Owner reserves the right accept a tender either in whole or part.

Right to Accept or Reject any or all Bids

BDL reserves the right to accept or reject any bid, to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the BDL action.

32 Notification of Award

Prior to the expiration of the bid validity, BDL will notify the successful bidder by cable or telex. This letter (hereinafter and in the conditions of contract called "Letter of Acceptance") shall name the sum which BDL will pay to the contractor in consideration of the execution, completion, operation, maintenance and guarantee of the works by the contractor as prescribed by the contract (herein after and in the conditions of contract called "the contract price"). No further correspondence will be entertained by BDL from the unsuccessful bidders.

33 Signing of Agreement

Within 30 days of notification of award of work, the successful bidder shall sign the contract Agreement (Annexure-I) on a stamp paper of requisite value, purchased by him at his own cost.

Failing to execute the contract Agreement within the said period may result in termination of contract and award of the same to other agency/agencies at the risk and cost of the contractor.

The person to sign the contract agreement shall be the person duly authorized.

34 Performance Security/ Initial Security Deposit

The security deposit will be recovered from bill @ 3% of bill value. EMD submitted along the tender will be treated as initial security deposit and will be adjusted in security deposit recovery.

The total amount deducted as security deposited will be refunded after completion of the work along with the final bill.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 322 of 459

ANNEXURE-Y (Contd...)

35 Information Regarding Any Relative of Contractor Employed in BDL

Should a tenderer or contractor have a relative employed in Managerial capacity in BDL or in case of partnership firm or Company incorporated under the Indian Company Law, should a partner or relative of the partner or a shareholder be employed in responsible position in BDL, the authority inviting tender shall be informed of the fact at the time of submission of tender. If such fact is suppressed at the time of tendering and comes to light at any time after the acceptance of tender, the contract may be rescinded.

36 Corrupt or Fraudulent Practices:

The Employer requires that the contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy the Employer:

Defines, for the purpose of these provisions, the items set forth below as follows.

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution ; and

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

Will reject a bid for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

Will declare a Bidder in- eligible, either indefinitely or for a stated period of time to be awarded a contract / contracts if he at any time determines that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, the contract.

37 Rejection of unworkable quotation:

Offer submitted by the contractor may be rejected if the tender as a whole is found unworkable with respect to prevailing market rates.

In case where the contractor has furnished an unworkable quotation on the whole and wishes to raise the rate on being addressed about freak rates, suitable administrative action may be taken such as forfeit of earnest money.

38 Jurisdiction of Court in case of dispute or differences arising on account of this Tender

Any suit of application, arising out of any dispute or differences on account of this tender, shall be filed in a competent court at Sangareddy / Hyderabad only and no other court or any other district of the country shall, have any jurisdiction in the matter.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 323 of 459

ANNEXURE-Y (Contd...)

39 Percentage Rate Contract:

The rates for all items are worked out and indicated in the tender BDL. The contractors are required to quote their rates as a percentage of BDL rates, the tender is based on the **DSR - 2021** and contractor is required to quote above or below the **DSR - 2021** rates. Specific items not included in **DSR- 2021** are standardized by BDL and is added with BDL rates. The BOQ of BDL standardized items is enclosed. The percentage on rates quoted by the contractor is applicable on **DSR – 2021** rates and other item rates given by BDL.

40 Freak Rates Items:

For the items having High freak or Low freak rates (having more than 25 % high or 25 % Less than estimated rate respectively) if the quantity executed more than 20% of BOQ quantity, the rate should be worked out based on the market rate or quoted rate whichever is less and same will be treated as Non-Tendered Item.

41 FORE CLOSURE OF CONTRACT:

If any time after acceptance of the tender BDL decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to the effect to the contractor. The Compensation, if any payable for such foreclosure of work will be discussed mutually between BDL and the contractor and settled after taking into consideration the loss suffered by the Contractor on account of foreclosure of the contract. The contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived consequent on foreclosure of the whole or part of the works. BDL shall have the option to take over the contractor's materials or any part thereof, either brought to the site or for which the Contractor is legally bound to accept the delivery from the contractors.

42 TERMINATION OF CONTRACT:

Contract could be terminated by BDL, if the contractor

Makes default in commencing the work within a reasonable time from date of handing over of the site and continues in that state after a reasonable notice from Engineer-in- Charge [EIC].

In the opinion of the EIC at any time, whether before or after extended date for completion, the contractor makes a default in proceeding with the work with due diligence and continues in that state even after a reasonable notice from EIC.

Fails to comply with any of the terms and conditions of the contract before or after reasonable notice in writing, orders properly issued there under or, fails to complete the work, work order and items of work with individual dates for completion, and clear the site on or before the date of completion or fail to achieve the progress as set out.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 324 of 459

ANNEXURE-Y (Contd...)

43 TERM CONTRACTS:

It is proposed to establish two or more term contractors/AMC contractors for alternate availability and for speedy execution simultaneously depending upon necessity. The advantage of entering into a term contract is that work can be ordered on the contractor any time during the period of the contract without having to call for quotations for each work.

When two or more agencies are required to be established for effective/ speedy execution of work in case of AMC / Term contract the civil department may at its discretion, distribute work among several Bidders and the offer made shall be valid for even such distribution of work. In case, the work is distributed among the Bidders, the volume of work to be entrusted will be proportional to the respective tender position.

44 PREAMBLE TO SCHEDULE OF RATES

This schedule of rates is base on **DSR- 2021**. For reference you may go through the copy kept in CE office and it is also available in some of the book stalls.

No quantity is indicated as this is an annual maintenance contract. Any item can be executed to any extent. These important criteria must be borne in mind by the contractor while quoting the tender.

All the schedule of rates is grouped into sections depending on nature of work.

The contractor is instructed to quote percentage in words and figures below or above.

The items are proposed to be executed for day to day maintenance. The contractor should take this into account while quoting.

The description of item of schedule of rates is linked with CPWD specifications and base prices.

Cement coefficients will be adopted for cement consuming items based on CPWD norms. Contractor should make his own arrangement for steel and cement required for day to day civil works.

Cement and Steel which is specified in the tender document shall be used in the work.

Any complaints related to leakages has to be completed within seven days. Otherwise penalty will be imposed @2% per week to a maximum of upto 10% on the amount incurred to rectify the complaints.

Contractor has to engage one plumber / mason /Carpenter with helper on every working day in each Zone, otherwise deduction will be made from the bills as per the latest minimum wage.

Contractor has to submit their bills of work done on monthly basis.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 325 of 459

ANNEXURE-Y (Contd...)

45 SUPERVISION OF WORKS BY CONTRACTOR:

The Contractor shall either himself supervise the execution of the contract or shall appoint competent and experienced Engineers on his own for supervision of the work. Where the contractor is not a qualified Engineer or even if he is so qualified but in the opinion of the accepting Authority, cannot give full attention to the works, the Contractor shall at his own expense employ adequate Engineers to supervise the work and to receive instruction from the Engineer-in-Charge. The following will be the minimum Engineers to be employed for the contract.

One with Minimum of 2 years experience (BE or B.Tech) or One with minimum 4 years relevant experience (Diploma in Civil Engg).

The employment of Engineers as aforesaid shall be with the approval of the Accepting Officer/ Engineer in charge who may verify the qualifications / experience

For non-deployment of Engineers as above the following deductions will be made in bill: a. Degree Holder (Civil) with 2 Yrs or Diploma Holder with 4 Yrs Experience: Rs 22000/-per month.

46 Contractors should submit the undertaking about court case (s) / FIRs pending against the firm in the format provided at **Annexure-1G**.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 326 of 459

ANNEXURE-Y (Contd...)

ANNEXURE-1

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this __ day of __ Two Thousand and _____ by and between BHARAT DYNAMICS LIMITED, a company registered under the companies Act, 1956 and having its registered office at Kanchanbagh, Hyderabad herein after referred to as the "OWNER" (which expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) on the ONE PART.

AND

M/S _____ having its registered office/principal place of business at _____ hereinafter referred to as the "CONTRACTOR" (which expression shall unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) on the OTHER PART.

WITNESSED THAT

WHEREAS, the OWNER invited the CONTRACTOR to submit tender for the construction of _____

AND

WHEREAS, the CONTRACTOR submitted tender to the OWNER for execution of the work in accordance with finally accepted tender documents with necessary additions/alterations if any.

AND

WHEREAS, the OWNER has accepted the tender submitted by the CONTRACTOR for the execution of the aforesaid work.

AND WHEREAS, the CONTRACTOR has agreed to execute the aforesaid work on the terms and conditions stated herein after and has agreed to submit to the OWNER Security Deposit required to be paid in accordance with the Invitation to Tender, within 15 days from the effective date of this Agreement.

NOW, THEREFORE, in consideration of the foregoing promises and mutual conveyance herein contained the parties hereby agree as follows:

In this agreement words and expressions shall have the same meaning as are assigned to them in the general conditions of contract.

It is hereby agreed between the parties viz., Company and Contractor that the following documents shall be deemed to form and be read constructed as part of this agreement.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 327 of 459

ANNEXURE-Y (Contd...)

General Conditions Of Contract

Special Conditions of Contract

Specifications

Bill Of Quantities

Design, Data (if any)

Company's Work Order No. & date:

Any other documents specifically indicated herein.

In consideration of payment of the contract price to be made by the company to the Contractor for executing the work order the Contractor hereby covenants with the Company to construct, complete and maintain the works in accordance with the provisions of the work order and other related documents.

The Company hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works, the contract price as stipulated in the work order.

The courts of Hyderabad only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this agreement.

All the parts of this contract have been read and fully understood by us.

IN WITNESS WHEREOF, the said Company and the Contractor have here to set their respective hands on the day and year first above written in the presence of the following witnesses.

COMPANY

FOR BHARAT DYNAMICS LIMITED

(Signature)

Name:

Design;

Seal :

WITNESS:

1.....

2.....

(Signature)

Name:

Design:

Seal :

CONTRACTOR

For M/S.....

Name:

Design:

Seal :

 B D L	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 328 of 459

ANNEXURE-Y (Contd...)

ANNEXURE-II

DECLARATION

We hereby declare that we have gone through all the tender documents viz.,

Letter Inviting Tender

Instructions of Bidder

Condition of Contract

Technical Specifications

Bill of Quantities

Along with all / any other annexures / appendices / firms / schedules issued to us in connection with the subject tender thoroughly and completely understood the contents therein before signing and submitting our offer for the subject work. Failure to comply with the requirements to submit the bids is at our own risk.

Name & Address:

(Signature of the Bidder)

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 329 of 459

ANNEXURE-Y (Contd...)

SECTION-III

CONDITIONS OF CONTRACT

a) GENERAL CONDITIONS OF CONTRACT

INDEX

Article No. Description

1.0 Definitions and Interpretation

Definitions Singular and Plural Headings or Notes

2.0 General Obligation

Inspection of Site

Maintenance of Contract Documents

Daily Diary Register

Weekly Progress Reports

Contractor's Site Office and Amenities

Employment of Efficient and Competent Staff on Works

Employment of Licensed Labour Force

Identification Badges / Passes

Assignment and Sub-letting

Contractor's Co-ordination

Security Deposit

Watching and Lighting

Water Supply and Electricity

Compliance with Local Laws etc.

Statutory and other Obligations regarding Workmen

Safety Regulations

Patent Rights and Royalties

Materials obtained from Excavation / Dismantling

Nuisance

Indemnity and Insurance

Compliance of Instructions



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 330 of 459

ANNEXURE-Y (Contd...)

3.0 Execution of Works

issue of Working Drawings
Sufficiency of Information / Details
Access to Site
Passage of Traffic
Setting-out of Works
Care of Works
Site Drainage
Schedule of Quantities and Rates
Equipment needed for the Works
Work Specification and Mode of Measurements
Materials to be supplied by the Contractor
Reconciliation of Materials
Property in Materials / Equipments and Plant
Storage of Materials
Workmanship and Testing
Inspection and Approval
Removal of Improper Work and Materials / Equipments
Urgent Works
Temporary Suspension of Works
Clearance of Site on Completion

4.0 Variations in the Scope of the Contract

Variations in the Scope of the Work
Valuation of Variations
Modifications to the Contract

5.0 Time for Performance

Commencement of Works
Time for Completion
Excepted Risks (Force Majeure)
Extension of Time for Completion
Liquidated Damages



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 331 of 459

ANNEXURE-Y (Contd...)

6.0 Measurements, Certificates and Payments

Record and Measurements

On Account Payments

Payment of Part Rates

Completion Certificate

Final Payments

Warranty

Breach of Warranty

Deduction of Income Tax

Deduction of Sales Tax on Works Contract

7.0 Maintenance and Defects

Guarantee of Works and Liability for Damages, Defects etc.

After Sales Services

Spare Parts and Tools

8.0 Rights, Remedies and Powers

Determination of Contract due to Contractor's Default

Rights of the Company after Determination of the Contract due to Contractor's Default

Cancellation of Contract by the Company

9.0 Settlement of Disputes

Decisions by the Company and Engineer

Arbitration

10.0 Over Payments I Under Payments Detected During Technical Audit:

11.0 Clauses Pertaining to Environmental Protection:

12.0 Penalty for nonpayment of statutory contribution

13.0 Labour License

14.0 Submission of Documents

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 332 of 459

ANNEXURE-Y (Contd...)

DEFINITIONS AND INTERPRETATION:

1.1 DEFINITIONS:

- 1.1.1 In these General Conditions of Contract the following expressions shall have the definitions and interpretations given hereunder:
- 1.1.2 'Company' shall mean "Bharat Dynamics Limited". The rights and obligations of the Company exercisable under the Contract, other than those exercisable by the Engineer or his representatives, shall be exercised by the Authority designated in Annexure-1A hereto. The said Authority shall be Accepting Authority for the purpose of the contract and shall have full powers to revise, amend, withdraw or cancel the actions taken by the Engineer in respect of the powers exercisable by the Engineer.
- 1.1.3 'Contractor' shall mean an individual or firm (Proprietary or Partnership) or Company whether incorporated or not, that has entered into Contract with the Company and shall include his / its heirs, legal representatives, successors and assigns, successors in interest of individuals or persons composing such firms or Company or successors of such firms or Company or the permitted assigns of such individual or firm or Company. Changes in the constitution of the firm or Company, if any shall be immediately notified to the Company, in writing, and approval obtained for continued performance of the Contract.
- 1.1.4 'Contract' shall mean, collectively all covenants, terms and stipulations contained in the various portions of the Contract Agreement and the Annexures thereto.
- 1.1.5 'Works' shall mean the works to be executed in accordance with the Contract.
- 1.1.6 Engineer shall mean the officer of the Company designated as such in Annexures hereto or any other officer appointed by the Company from time to time and notified to the Contractor as authorized to act as Engineer for the purpose of the Contract.
- 1.1.7 'Drawings' shall mean, collectively all the drawings attached to the Contract and made a part thereof, and also altogether new drawings issued by the Engineer in terms of the Contract and / or such supplementary drawings as the Engineer may issue from time to time in order to elucidate the said contract drawings or to show details not shown thereon.
- 1.1.8 'Specification' shall mean, collectively all the terms and stipulations contained or referred to in the General Conditions of Contract, Special Conditions of Contract, Detailed Technical Specifications, Schedule of Quantities and Rates, and shall include all such amendments, revisions, removals or additions as may be made during the period of execution of the works and all written instructions to be issued by the Engineer in terms of the Contract, pertaining to the method and manner of



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 333 of 459

ANNEXURE-Y (Contd...)

performing the work or to the quantities and qualities of the work to be performed or materials to be furnished under this Contract.

- 1.1.9 Wherever in this Contract the words 'Directed', 'Required', 'Permitted', 'Ordered', 'Designed', 'Considered', 'Necessary' or like words are used, it shall be understood that the said directions, requirements, permission, order, design, etc., of the Engineer or the Company are intended. Similarly, words 'Approved', 'Acceptable', 'Satisfactory', or like words shall mean approved by or acceptable or satisfactory to the Engineer or the Company as the case may be, unless any other meaning is plainly intended.
- 1.1.10 'Site' shall mean the land (s) and other place (s) on, under, in, into or through which the works are to be executed and shall include any other land (s) or place (s) provided by the Company for the purposes of the Contract.
- 1.1.11 'Contract value' shall mean:
- 1.1.11.1 In the case of Lump sum Contracts, the price payable to the Contractor as mentioned in the Contract.
- 1.1.11.2 In the case of Item Rate Contracts, the cost of the Works arrived at after execution of the quantities shown in the Schedule of Quantities and Rates by the item rates quoted by the tenderer and accepted by the Company for the various items or the rates indicated by the company and accepted by the bidder after due reduction of discounts if any.
- 1.1.11.3 In the case of Percentage Rate Contracts, the estimated value of the Works computed at the rates in accordance with the schedule of Rates specified, adjusted by Contractor's percentage and as accepted by the Company
- 1.1.12 'Deviation' shall mean an order given by the Engineer to effect an alteration in addition to, or deduction from or variation from the scope or nature of work to be done in terms of the original Contract.
- 1.1.13 'Notice in writing' or 'Written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by Registered Post to the last known private or business address or Registered Office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.1.14 'Date of commencement of work' shall mean (a) 14 days from the date of Letter of Intent or date of Agreement whichever is earlier or (b) the actual date of handing over of the site to the Contractor, whichever is later. If the date of commencement of work is indicated in the letter of intent, this will prevail over other conditions indicated above.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 334 of 459

ANNEXURE-Y (Contd...)

- 1.1.15 'Equipment shall mean and include any plant and equipment or parts thereof, including associated electrical, instruments, materials stores and works to be provided under the contract for achieving completion of works as per specifications.
- 1.1.16 Unless otherwise specified, the latest IS Specifications and Code of Practice for respective items of Works shall be deemed to be applicable to this Work.
- 1.1.17 If there is anything inconsistent between these General Conditions of Contract and the Special Conditions of Contract attached hereto, the latter shall prevail.

1.2 Singular and Plural:

- 1.2.1 Where the context so requires, words imparting the singular shall include the plural and vice- versa

1.3 Heading or Notes:

- 13.1 Headings and marginal notes to these General conditions of contract shall not be deemed too from part there of or be taken into consideration in the interpretation or construction thereof or of the contract.

2.0 General Obligation:

2.1 Inspection of Site:

- 2.1.1 The location of work is detailed in Annexure-1B enclosed. However, the exact location shall be confirmed from the Engineer before taking up the execution of work. Scope of work is indicated Annexure-1B enclosed. The scope of work indicated therein is only indicative of the probable nature of works and the entire scope of work is not limited to the information furnished there. The Contractor shall be deemed to have quoted after having satisfied himself as to the nature the sub-soil, the dimensions, levels, character and nature of all roads, existing drains, sewers, water and other main electrical and communication cables etc., and other things as regards any connections they may have with the works the subject matter of the Contract, and he shall be deemed also to have inspected the Site of the Works and surroundings, the means of access. There to and to have generally obtained his own information on all matters and things which can in any way influence his tender. No claims for extra works or otherwise will be allowed in consequence of any misunderstanding, error or incorrect information on the above mentioned points or of any other inaccuracies in the reference thereto which may *appear* on the drawings or in the specifications or other records nor shall the Contract be nullified in consequence of any such misunderstandings, incorrect information or inaccuracies.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 335 of 459

ANNEXURE-Y (Contd...)

2.2 Maintenance of Contract Documents:

- 2.2.1 The Contractor shall be furnished, free of charge a certified true copy of the Contract Document and two sets of drawings (if applicable) which may be issued during the progress of the work. He shall keep these Documents at the site Office in good order and the same shall at all reasonable times be made available for inspection and use by the Engineer or his representatives or by other Inspecting Officers of the Company.
- 2.2.2 None of these documents shall be used by the Contractor for any purpose other than that of this Contract.

2.3 Daily Diary Register:

- 2.3.1A Daily Diary Register will be kept in the Engineers Office or at the Site Office. The Contractor or his representative will furnish every day at 09.00 hours, details of work for the day preceding and the Diary will be written up every day and jointly signed by the Engineer and the Contractor or their representatives in token of its correctness. A site order Book, serially numbered in the format to be prescribed by the Engineer will also be kept in the Engineer's Office or at Site Office and all day-to-day instructions to the Contractor will be written in that book. The Contractor or his representative shall report at 09.00 hours every day to see these instructions and sign them at the bottom in token of his having seen them. (This shall be applicable for works costing more than Rs.100 Lakhs for civil and composite works and Rs.30 Lakhs for other works)

2.4 Weekly Progress Reports:

- 2.4.1 The contractor or his representative shall supply all information regarding procurement of materials and progress of work, as required by the Engineer for compiling weekly progress reports. This information shall be supplied before 09.00 hours on every Monday in respect of the preceding week. (This shall be applicable for works costing more than Rs.100 Lakhs for civil and composite works and Rs.30 Lakhs for other works on weekly basis and works costing less than Rs.100 Lakhs for civil and composite works and Rs.30 Lakhs for other works on monthly basis).

2.5 Contractor's Site Office and Amenities:

- 2.5.1 The responsibility for providing any accommodation, feeding and sanitary necessities for the workmen employed by the Contractor "shall be exclusively that of the Contractor and such facilities can be outside the Site provided by the Company. The Company may allot space for the Contractor to build his temporary site office and / or storage shed and the same should not be used for housing any labour or supervisory staff of the Contractor. Unless otherwise directed, the Contractor shall within two

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 336 of 459

ANNEXURE-Y (Contd...)

weeks of the completion of the Contract, remove the temporary constructions and hand over to the Company the space made available to him in a clean and tidy condition, failing which the Completion Certificate will not be issued.

2.5.2 The Contractor shall not allow his workmen to put up any unauthorised hutments, canteens & teashops etc., on the Company's property. These, if any, shall be with the knowledge and prior approval of the Engineer in writing.

2.5.3 It shall be very clearly understood that the Contractor shall not put up any structures for housing his labour or his supervisory staff on the Company's land without the specific prior consent of the Company.

2.6 Employment of Efficient and Competent Staff on Works:

2.6.1 The Contractor shall provide and employ on the Site in connection with the works only such efficient and competent Engineers and Supervisors and other skilled, semi-skilled and unskilled labour as are necessary for the proper supervision and timely execution of the works. Orders given to the Contractor's Engineers / Supervisors shall be considered to have the same force as if these had been given to the Contractor himself. The Contractor shall engage obedient, honest and trust worthy labourers for work. If in the opinion of the Engineer, any labour and staff is found not suitable for work or is of doubtful character, he shall at once be removed from the work.

2.6.1.1 Graduate Engineers, Diploma engineers, Wireman minimum years of experience will be as per the Tender Document to be provided by the Contractor. Any other requirement also to be provided by the Contractors as per the Tender.

2.6.2 In the event of the engineer being of the opinion that the Contractor is not employing on the works sufficient number of staff and workmen as S as is necessary for the proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect take additional staff and labor(At his own expenses) specified by the Engineer within Seven Days of being so required and failure on the part of the contractor to comply with such instruction will entitle the Company to rescind the contractor under the Clause 8.1.1. Of this conditions.

2.6.2.1 In case of non-deployment engineers deduction will be made from the bills as per notification of RFP. If not mentioned as per mutual consent it will be deducted.

2.6.3 Notwithstanding any provisions contained in the clause 2.6.1 and 2.6.2 above , the engineer shall be at liberty to object to and require the contractor to remove forthwith from the works any person who, in the opinion of the engineer misconducts himself or is incompetent or negligent in the performance of his duties and such person shall not be again employed upon the works without the written permission of the engineer.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 337 of 459

ANNEXURE-Y (Contd...)

Any person so removed from the works shall be replaced by the Contractor as soon as possible by a competent substitute.

2.7 Employment of Licensed Labour force:

- 2.7.1 The Labour force employed for specialized works such as plumbing, Electrical, Welding etc., shall be possessing the valid licence issued by the appropriate authorities

2.8 Identification Badges / Passes:

- 2.8.1 The Contractor shall provide each of his employees including labour with identification badge E his cost. The employees shall display the badges on their person so that the badges are clear) visible for checking by the gateman as they enter the premises of the Company. The badges shall be serially numbered. The Contractor's initials shall be printed above with an identification number on the badge.
- 2.8.2 The Contractor should immediately notify the Company if any of the badges is lost and a new one issued in its place, or when badges are carried away by discharged labour. No employee of the Contractor without a badge will be permitted to enter the premises of work, except in such case where special permission of the Company / Engineer is obtained.

2.9 Assignment and Sub-letting:

- 2.9.1 The Contractor shall not assign or sub-let the whole or any portion or portions of the Contractor allow any person to become interested therein in any manner whatsoever without the prior written approval of the Company. Provided always that the provision of labour on a piece work basis shall not be deemed to be a sub-letting under this clause. The permitted sub-letting of work by the Contractor shall not establish any contractual relationship between the sub- contractor and the Company and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any sub- contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

2.10 Contractor's Co-ordination:

2. 10.1 If during the course of the Contractors work, other works of the Company or of other Company's Contractors are also in progress within the same Plant / Site the Contractor is to use his best efforts to work in harmony with all the others and in the best overall interest of the Project / Work.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 338 of 459

ANNEXURE-Y (Contd...)

2.11 Security Deposit:

2.11.1 The security deposit will be recovered from bill @ 3% of bill value. EMD submitted along the tender will be treated as initial security deposit and will be adjusted in security deposit recovery.

The total amount deducted as security deposited will be refunded after completion of the work along with the final bill.

2.12 Watching and Lighting:

2.12.1 The Contractor shall at his own cost provide night watchmen at all parts of the work where necessary or required by the Engineer. He shall also keep all open trenches, excavations or other dangerous places properly and sufficiently lighted between sunset and sunrise and shall provide and fix proper fencing hoards and temporary bridges to protect and assist the normal traffic. The Contractor shall also at his own cost erect temporary fences on the Site where required by the Engineer

2.12.2 The contractor shall specifically note that the site of work shall be maintained neat and tidy and no construction materials / debris are left lying haphazardly at the site of work. The site of work shall be cordoned off with temporary fencing / barricading with GI sheets / PVC sheets / or and other suitable materials as directed by Engineer-in-charge at his own cost.

2.13 Water Supply and Electricity:

2.13.1 Unless otherwise provided in the Contract, the Contractor shall be responsible for all the arrangements needed to obtain supply of water and electricity necessary for the Work at his own cost. If the same is supplied the rates are as per Tender.

2.14 Compliance with Local Laws etc.:

2.14.1 The Contractor shall comply with all Acts, Rules, Bye-Laws, Regulations and all other statutory requirements local or other Authorities having jurisdiction over the site and shall be responsible for the payment of all fees and other charges and giving and receiving of all necessary notices, and keep the Engineer informed of the said compliance with such Act, Rules, Bye-Laws, Regulations, Statutory requirements, payments made, notices issued and received.

2.14.2 The following clauses shall be applicable for Electrical works:

2.14.2.1 The installation, testing and commissioning of all electrical works shall generally be in conformity by Electricity regulatory commission and Electricity Supply Companies, as amended up to date, relevant Indian Standard Code of Practices for Electrical Installation in Buildings (latest), National Electrical Code (latest) and Supply Regulations as stipulated

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 339 of 459

ANNEXURE-Y (Contd...)

2.14.2.2 The Contractor shall ensure that the electrical works shall be carried out by the agency holding valid electrical Contractor's License of appropriate class issued by the State Electrical Inspectorate and licensed wiremen.

2.14.2.3 Installation work shall be carried out under the supervision of a Supervisor holding the supervisory competency certificate issued by the State Electrical Inspectorate.

2.15 Statutory and other Obligations Regarding Workmen:

2.15.1 The Contractor shall comply with Central / Local and State Regulations and Enactments pertaining to workmen and labour and the Engineer shall have the right to enquire into and decide all complaints on such matters.

2.15.2 The Contractor shall remain liable for the payments of all wages or other money to his employees or labourers under the Minimum Wages Act, Payment of Wages Act, Employees Liability Act, Workmen's Compensation Act, PF and ESI Act or any other enactments and rules made applicable from time to time. The Contractor shall also comply with the provisions of the Apprenticeship Act, Contract Labour (Regulation and Abolition) Act and the Rules and Orders issued there under from time to time.

2.15.3 The Contractor shall be liable to pay the wages directly to the workmen employed by him on the works without the intervention of any Jamedars or Thekadars and the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamedars / Thekadars from the wages of the workmen.

2.15.4 It is obligatory on the part of the Contractor to forward the declaration forms to the ESI authorities for issue of ESIC numbers, make timely contribution towards ESI and PF in accordance with the provisions of relevant acts from time to time in respect of labour engaged by him for all the works executed in the Company. The Contractor should contact the jurisdictional ESI and PF authorities and arrange to observe all formalities such as maintenance of muster rolls, opening of identification cards, making remittance etc. The proof of having Remitted ESI and PF contribution as well as clearance obtained from the authorities will have to be given by the Contractor while preferring the bills.

2.15.5 The Contractor shall work only during the daylight hours as approved by the Engineer unless he obtains the prior written approval of the Engineer to do otherwise. If such approval is given, no liability in respect of any excess cost arising there from shall be borne by the Company.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 340 of 459

ANNEXURE-Y (Contd...)

- 2.15.6 The Contractor shall be solely liable for all the pecuniary and other consequences arising on account of any violation or default by him in respect of the provisions of the above mentioned Acts and Regulations and any other statutory, obligations which may be in force regarding the conditions of employment of workmen from time to time. In addition, any such failure or violation or default will constitute a breach of the Contract conditions and is liable for action in terms of Clause 8.1.1.3. Contractor shall indemnify BDL from all such obligations and submit an indemnity bond as detailed in Annexure-M
- 2.15.7 In case of new workers not having ESI number, they will be allowed to the work site only after the declaration forms are filled and submitted to the Security / Personnel Department.
- 2.15.8 It is also obligatory on the part of the Contractor to make timely contribution towards PF in accordance with the provision of PF Act in respect of labour engaged by him for all works executed in the Company
- 2.15.9 For the purpose of remittance of ESI / PF the Contractors who do not possess their own code numbers may remit the same in Company's code numbers. In case of Contractors / firms / establishments having their own code numbers for PF and ESI, they may remit the contributions in their respective codes. However, in such cases, copies of muster roll, wage register, ESI / PF remittance, copies of the returns shall be furnished to the Engineer for verification and records while preferring bills.
- 2.15.10 The Contractor's workers will be permitted to enter the work site only on production of documentary evidence in support of the Contractor in possession of valid license under Contract Labour (Regulation and Abolition) Act 1970; having remitted contribution promptly to PF and ESI with the declaration that, it covers for all the labourers working against this contract.
- 2.15.11 The Contractor is also required to furnish the data in respect of the workers engaged by him against the work order / job contract etc., including the details of PF, ESI No. etc., to Engineer / Executive-in-charge of work and CSO.
- 2.15.12 The Contractor shall be responsible for obtaining power sanction / approval from the State Electricity Board / Electrical Inspectorate etc., as required including licensing services unless otherwise specified. The statutory payments for arranging power supply shall be paid by the Contractor initially. All statutory payments paid by the Contractor to the Govt. Bodies in this regard will be reimbursed based on the proof of incurrence of such costs. The Contractor shall furnish the power sanction, approval etc., of the above agencies after arranging the power supply.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 341 of 459

ANNEXURE-Y (Contd...)

- 2.15.13 The inspection fee etc. shall be paid by the Company only for the first Inspection. In case of defects being pointed out by the above agencies, the Contractor shall remove these defects at his own cost and arrange for re-Inspection by the above agencies till such time the installation is finally approved and required certificate is issued. The Contractor shall bear all expenses and deposit the necessary fee for the second and subsequent inspection by the above agencies.
- 2.15.14 The Contractor shall be responsible for getting approval / permission for water Supply, sewage disposal connections including road cutting etc., unless otherwise specified as required from the concerned State Government authorities / agencies like Water Supply and Sewerage Board, Town Development Authority, Electricity Board etc. Only the initial fee paid by the Contractor. To Government bodies will be reimbursed based on the proof of incurrence of such costs. Contractor shall be responsible for carrying out requisite works for water supply, sewerage connections and cable laying etc., including servicing the lines / cables and linking the same for main lines including requisite meters.

2.16 Safety Regulations:

- 2.16.1 During the execution of work, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting work necessary for the stability and safety of all the structures, excavations and works and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.
- 2.16.2 The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or Company property and shall post such lookout men as may in the opinion of the Engineer be required.
- 2.16.3 The Contractor must take sufficient care in moving his construction plants and equipments and other materials from one place to another so that they do not cause any damage to the property of the Company or the public, particularly to structures, overhead wires and cables (Laid underground or otherwise). In the event of any damages resulting to any property as aforesaid, the cost of such damages including eventual loss of working hours in any Plant as estimated by the Company shall be borne by the Contractor.
- 2.16.4 The contractor shall, at his cost, provide all necessary facilities such as ladders, scaffolding, railing, platform, inspection lamps, safety ropes etc., for the safe working of his or his sub- contractor's workmen and also for the inspection of the Works by the Company's officials. The contractor shall provide safety footwear in the

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 342 of 459

ANNEXURE-Y (Contd...)

form of leather shoes for the workmen engaged for the work and insist them wear the same as safety point of view.

- 2.16.5 In case of dismantling / demolition, the Contractor shall take necessary care not to damage the existing structure / materials while executing the proposed work and any damage, if caused, should be rectified by the Contractor at his cost so as to restore the structure / materials, as they existed earlier.
- 2.16.6 The Contractor shall also comply with the safety code as detailed at Annexure-1C.
- 2.16.7 The Contractor shall report all accidents immediately to the Department who will make arrangement for forwarding of the reports to the concerned authorities.
- 2.16.8 As per the Factories Rule, permit to work system shall be followed. Contractors are therefore required to obtain the necessary work permit through the indenting department / division duly certified by the safety Engineering department before starting the work. Whenever such work permit is obtained for carrying out work on existing LT network, the Contractor should ensure that his authorized representative who avails work permit remain in the work spot till the completion of the work and give clearance to the Engineer or his authorized representative for charging the system.

2.17 Patent Rights and Royalties:

- 2.17.1 The Contractor shall fully indemnify the Company and all agents, servants and employees of the Company against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or part thereof included in the Contract. In the event of any claims being made or action being brought against the Company or any agent, or servant, or employee of the Company in respect of any of the matters aforesaid, the Contractor shall be notified thereof for taking necessary action at his cost.

2.18 Materials obtained from Excavation / Dismantling:

- 2.18.1 All useful materials (obtained from dismantling / demolition) and all fossils, coins, articles of value etc., which are found during the excavation or, any other work should be moved to Company's stores and stacked there neatly as directed at no extra cost to the Company.
- 2.18.2 All materials such as stones, boulders, wood, steel etc., obtained during excavation / dismantling shall become the property of the Company and the same if required and directed by the Engineer shall be stacked at site and or moved to Company's stores and stacked there as directed at no extra cost to the Company.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 343 of 459

ANNEXURE-Y (Contd...)

2.19 Nuisance:

2.19.1 The Contractor shall not at any time do cause or permit anyone to do or cause any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to the Company or to the owners, tenants or occupiers of other properties near the Site and to the Public generally.

2.20 Indemnity and Insurance:

2.20.1 The Contractor shall indemnify and keep indemnified the Company against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in' relation thereto.

2.20.2 The Contractor shall obtain at his expense an Insurance Policy in the joint names of the Company and the Contractor covering the following risks and lodge the policy with the Company.

2.20.2.1 Works including temporary structures, materials, tools etc., on the site against damage by fire, burglary, strikes, riots and civil commotion and natural calamities like floods, earthquake, explosion etc.

2.20.2.2 The workmen employed by the Contractor and who have not been covered under ESI against Workmen Compensation Act and other statutory laws where compensation is payable by the Contractor

2.20.2.3 Damages to property of third parties including neighboring buildings etc. ‘

2.20.2.4 Damages to third parties including the visitors, neighbors and other passers-by against any claim that may arise due to accidents on account of the incidental risks, which may occur during the execution of works. The limit of insurance coverage to be taken under Cl. No.2.20.2.3 and 2.20.2.4 shall be 10% of the contract value.

2.20.3 In addition to the above, the Contractor shall at his expense obtain a personal accident policy either through LIC or GIC for himself and the partners of his Company concerned with the work. The Company has insured its assets and risks with the Insurance Company indicated in Annexure-1A to the GCC. It is obligatory on the part of the Contractor that the comprehensive Insurance Policy to be obtained by him as mentioned in the above Clauses shall be necessary taken from the said Insurance Company and the Contractor shall take special care to see that the above condition is fulfilled.

2.20.4 BDL has insured its assets with the insurance Company indicated in Annexure 1A to the GCC. It is obligatory on the part of the Contractor that the comprehensive insurance



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 344 of 459

ANNEXURE-Y (Contd...)

policy to be obtained by him as mentioned in the above Clauses considering all the aspects as said above.

2.20.5 All claim amounts against the policy shall be payable to the Company and not to the Contractor. He shall keep the policy renewed from time to time even for the extended period of contract, if any, and at the contractors cost until the Company issues the certificate of completion. If at any time, the policy so obtained and kept with, the Company expires; it shall be lawful for the Engineer to stop further payments until the duly renewed policy is lodged with the Company.

2.50.6 The Insurance policy shall be obtained for the total value of the work awarded including the cost of materials, if any that may be issued by the Company. Insurance Policy is not required to be obtained: If the value of work is less than Rs.1 Lakh.

2.21 Compliance of Instructions:

2.21.1 Whenever the Contractor fails to comply with the instructions of the Engineer, it shall be lawful for the Engineer to have the work done through other Contractors or departmentally or otherwise and the cost incurred thereon shall be deducted from any money due or becoming due to the Contractor.

3.0 Execution of Works:

3.1 Issue of Working Drawings:

3.1.1 Sufficient quantum of approved working drawings marked valid for construction shall be issued by the Company to the Contractor at the beginning to start with and further working drawings necessary to proper execution and completion of works will be issued progressively during the pendency of the Contract. The Contractor shall not be entitled to put forth any claim(s) whatsoever on account of delay in receipt of drawings.

3.1.2 The tender drawings have been evolved tentatively based on the information available, but the dimensions and details etc., are liable to changes. The Contractor shall not be entitled to claim any higher rate or compensation on this account. The Contractor, will therefore, be required to execute the work as per detailed approved drawings issued from time to time.

3.1.3 The tender drawings indicate the extent and general arrangement of various equipments, items and their wiring etc., and are essentially Diagrammatic. The work shall be carried out as indicated in the drawings and as directed / required. However, if any minor change is found essential to co-ordinate the installation of this work with other works, the same shall be made without any additional cost on this account.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 345 of 459

ANNEXURE-Y (Contd...)

3.2 Sufficiency of Information / Details:

- 3.2.1 The Contractor shall from time to time check all drawings and specifications furnished to him on their receipt and shall promptly notify the Engineer of any omission or discrepancies thereof. In case of ambiguities or discrepancies between drawings and specifications or Schedule of Quantities and Rates or any of them with each other, the case shall be referred to the Engineer in writing, and his decision shall be final and binding on the Contractor.

3.3 Access to Site:

- 3.3.1 The contractor shall make temporary arrangements at his own cost for any approaches / accesses required for the movement of men and materials to his working places and material yard within the boundary of the site. If directed by the Engineer the contractor shall remove and make good temporary arrangements after completion of the works.
- 3.3.2 During the progress of work, the Contractor shall keep the Site reasonably free from all unnecessary obstructions. The existing roads or watercourses or pipes, electrical lines and conduits shall not be blocked, cut through, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer in writing.
- 3.3.3 All operations necessary for the execution of the work and for the construction of any temporary work shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the public or the access to the use and occupation of public or private roads, including approach roads from the main road and footpaths, and of properties whether in the possession of the Company or any person.

All compensation claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses, etc., against the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of the Contract or otherwise according to law.

3.4 Passage of Traffic:

- 3.4.1 During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting or telephones, etc., which may be interrupted by reason of the execution of the Works and shall erect and maintain at his own cost diversions,



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 346 of 459

ANNEXURE-Y (Contd...)

barriers, lights and other safeguards as prescribed by the Engineer for warning or regulation of traffic and shall provide the watchmen necessary to prevent accidents. The Works, shall in such cases, be prosecuted night and day if so ordered by the Engineer and with such vigour so that the traffic may be impeded for as short a time as possible. No claim for extra payment shall be entertained by the Company in this regard.

3.5 Setting-out of Works:

- 3.5.1 The Contractor shall be responsible for the true and perfect setting out of the Works and for the correctness of the positions, levels, dimensions and alignment of all parts of the Works. All measurements shall comply with the dimensions noted on the drawings and / or as directed. If at any time during the progress of Work, any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the Work, the Contractor, on being required to do so by the Engineer, shall at his own expenses rectify such errors to the satisfaction of the Engineer notwithstanding that he may have been assisted by the Engineer in setting out the same earlier.

3.6 Care of Works:

- 3.6.1 In the event of any accident or failure occurring or being likely to occur in or on the works which, in the opinion of the Engineer, required immediate attention either during the work period or the defect liability period, the Engineer may direct the Contractor by written notice to take necessary remedial action and if the Contractor fails to take action as directed by the Engineer within 3 days of such notice, the Company may, by its own workmen or employing any other agency, make the necessary repairs or precautionary works and recover the costs from the Contractor.

3.7 Site Drainage:

- 3.7.1 All water, which may accumulate on the Site during the progress of the Works, or in trenches and excavations, shall be removed promptly from the Site to the satisfaction of the Engineer and at the Contractor's expense.

3.8 Schedule of Quantities and Rates:

- 3.8.1 The Schedule of Quantities and Rates attached to the Agreement indicates the quantities to be executed. But it is to be clearly understood that these quantities are approximate and are liable to omission, variations, alterations by deductions or additions or deletions at the discretion of the Company. The Contractor shall neither be entitled for any revision of rates owing to variations in actual quantities of work done in relation to the quantities indicated in the Schedule of Quantities and Rates nor



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 347 of 459

ANNEXURE-Y (Contd...)

shall be entitled to any loss of consequential profits or for any other damages arising thereof. The Contractor shall be paid only for the actual quantities of work executed and according to the accepted tender rates. “

3.8.2 The probable items envisaged have been indicated in the SOQR. It is not obligatory on the part of the Company to execute all the items and only the items as necessitated to suit the requirement of works will be operated. Also the quantum of work under each item is at the discretion of the Company.

3.8.3 The rates indicated against each item in the Schedule of Quantities and Rates shall be deemed to compensate for all minor constructional details which are not specifically mentioned, but are fairly and obviously intended and are essential for the full and final completion of the Works and the Contractor is not entitled to make any extra claims on this account. The rates quoted by the Contractor under each item of work shall be for the complete finished work and shall be inclusive of all materials, labour, tools, plant, equipment, transport, hoisting, setting, fixing and including all royalties, taxes and duties, sales tax on works contract, insurance, PP and ESI contribution to labour as per the relevant acts and rules made applicable from time to time (except to the extent specifically excluded). The quoted rates shall remain firm during the entire period of Contract and shall not be subjected to any escalation either due to increase in cost of materials, labour, equipment, transport etc., or for any other reason whatsoever, during the entire period of the Contract.

3.8.5 The tenderers shall note that 'C' form will not be issued by the Company.

3.9 Equipment needed for the Works:

3.9.1 The contractor shall, at his own expense, provide all the Equipments required for the works.

3.9.2 All equipment to be provided by the contractor shall be in conformity with the specifications laid down or Referred to in the contract and the contractor shall, if requested by the engineer furnish proof to the satisfaction of the Engineer, that the equipment so comply.

3.9.3 The contractor shall, at his own expense and without delay, provide to the Engineer samples / details of Equipment proposed to be used in the works. The Engineer shall within a reasonable time after receipt of samples or within such further period as intimated to the contractor in writing, inform the contractor whether the samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to procure fresh samples complying with the required specifications, for approval by the Engineer.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 348 of 459

ANNEXURE-Y (Contd...)

- 3.9.4 The Engineer shall be entitled to have tests carried out as specified or referred to in the contract for any Equipment provided by the contractor at the cost of the contractor and the contractor shall provide at his expense all facilities which the Engineer may require for the purpose. If no tests are specified in the contract but certain tests are considered necessary by the Engineer, the contract shall provide all facilities required for the purpose and the charges for these tests shall be borne by the contractor.
- 3.9.5 All equipment and parts thereof shall be of such design as to properly and satisfactorily function under all Conditions of loading and operation. All the components of equipment shall have proper factor of safety, maximum efficiency and minimum wear. They shall be able to withstand the environmental conditions encountered at the specific location whether specifically mentioned in the specification or not. Equipment shall be *new* free from defects and of best quality. All the equipment shall conform to the latest revised relevant Indian standards. Equipment which do not conform to either Indian standards or any other international standards accepted in India shall be got approved by the Engineer by furnishing a sample and the same shall bear a test certificate and performance certificate from recognized test house.
- 3.9.6 All lifting and crane arrangements etc. required for erection and installation of equipment shall be the Responsibility of and be owned / hired by the contractor. These equipment shall have valid test certificates from the inspector of factories.
- 3.10 Work specification and Mode of Measurements:**
- 3.10.1 The specifications and mode of measurements to be followed for the building and other civil works / services shall be in accordance with CPWD specifications and relevant Indian standards (latest edition) for all other works as indicated in Annexure-1A unless otherwise clearly specified in the Schedule of Quantities and Rates and in Detailed Technical Specifications read together with the drawings issued under the contract.
- 3.10.2 The work specification and mode of measurement to be followed for all electrical works shall be in accordance with the relevant Indian Standards (latest edition) applicable for electrical installation in buildings unless otherwise clearly specified in the Detailed Technical Specifications or in the Schedule of Quantities and Rates of this contract.
- 3.10.3 In the absence of specifications and mode of measurements for the particular work in the said CPWD specifications the provisions contained in the relevant Indian Standard Code of Practice (latest edition) shall be followed. In case neither CPWD specification nor the relevant IS code of practice clearly indicate the specifications to



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 349 of 459

ANNEXURE-Y (Contd...)

be adopted for any particular type of work, the same shall be determined by the Engineer in accordance with the local specification, good engineering practice and manufacturer's recommendations. The decision of the Engineer shall be final and binding on the Contractor.

3.10.4 Notwithstanding the foregoing provisions, if there is any discrepancy / difference between the description of the standard specification and mode of measurement in the CPWD / IS and the description of the specification / mode of measurement for such items in the schedule of quantities and rates / detailed technical specification and drawings, the following order of preference shall be followed in all such cases.

3.10.4.1 Specification / description of items including mode of measurement specified (if any) in the schedule of quantities and rates.

3.10.4.2 Detailed Technical Specifications

3.10.4.3. Drawings.

3.10.4.4 CPWD Specifications / IS code of practice as applicable under the provisions of clause 3.10.1 and 3.10.2 above.

3.11 Materials to be supplied by the Contractor:

3.11.2 Unless otherwise specified, the Contractor shall at his own expense, provide all the materials required for the Work.

3.11.2 All materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the Contract and the Contractor shall if requested by the Engineer, furnish proof, to the satisfaction of the Engineer that the materials so comply.

3.11.3 The Contractor shall procure all the materials required for the work from the approved manufacturers / distributors only, as directed by the Engineer, and shall furnish, if demanded, a copy of purchase order for scrutiny by the Engineer.

3.11.4 The Contractor, shall, at his own expense and without delay, supply to the Engineer samples of materials proposed to be used in the Works. The Engineer shall within a reasonable time after supply of samples or within such further period as intimated to the Contractor in writing, inform the Contractor whether the samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to procure fresh samples complying with the required specifications, for approval by the Engineer.

3.11.5 All materials required for proper execution of work shall be procured and stored at site before taking up the day's work to ensure that the work is not suffered for want



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 350 of 459

ANNEXURE-Y (Contd...)

of any of the required materials. The Contractor will be permitted to start the work only when all the materials have reached the site of work and got approved by the Engineer. Further, as far as possible, materials shall be transported to working place just prior to their actual use and shall not be left lying around indefinitely. Instructions of the Engineer shall be followed strictly in this regard.

3.12 Reconciliation of Materials

- 3.12.1 The contractor shall maintain proper accounting and records for procurement, usage and balance availability of important materials like cement, paint, bitumen, anti-termite chemicals etc., on day-to-day basis and shall obtain the approval of the Engineer. The difference between the actual quantity of cement / paint / bitumen / anti-termite chemicals etc., brought by the contractor for use on the works and the theoretical quantity of materials to be used on the work calculated based on the final measurements of work and based on the co-efficient given in CPWD / NBO analysis of rates will be compared. The under-utilization, if any; beyond the permissible 5% under usage shall be charged at the penal rate as specified in Annexure-1A and recovered from the bill of the Contractor. The penal recoveries are without any prejudice to the rights of the Company to take any other action under the Agreement.

3.13 Property in Materials / Equipment and Plant:

- 3.13.1 The Contractor shall make at his own cost arrangements for all the necessary plant, equipment, tools and tackles required for the work. The Contractor must undertake to ensure that all tools and tackles are available at the site in perfect working order and properly maintained till the completion of contract. The Contractor shall submit the list of equipment, which he proposes to bring to the site. Tools and tackles shall not be removed from the site without the prior permission of Engineer-in-charge.
- 3.13.2 All materials / equipment and plant after immediately being brought by the Contractor upon the Site or on the land occupied by the Contractor in connection with the works shall be deemed to be the property of the Company and shall not be removed from the Site without the prior written approval of the Engineer. Such of them as during the progress of the Works are rejected by the Engineer or are declared by him not needed for the execution of the Works or such as on the grant of the Certificate of Completion remain unused shall, immediately on such rejection, declaration or grant, cease to be deemed as the property of the Company and the Contractor may then (but not before) remove them from the Site or the said land after obtaining written approval of the Engineer. This clause shall neither In any way diminish the liability of the Contractor nor shall the Company be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 351 of 459

ANNEXURE-Y (Contd...)

either by the same being lost, stolen, injured or destroyed due to fire, tempest, floods or otherwise.

3.14 Storage of Materials:

3.14.1 The Contractor shall at his *own expense* provide suitable sheds and storage yards in such places and in such numbers as in the opinion of the Engineer are needed for orderly and proper storage of materials either supplied by the Company or brought by the Contractor for the Works. He shall obtain approval in writing from the Engineer for the erection of such sheds and storage yards before undertaking construction thereof. Storage and safe custody of materials shall be the responsibility of the Contractor.

3.14.2 The Contractor shall take care to see that the materials such as timber, lime, cement and the like which are likely to deteriorate / cause damage by the action sun, wind, rain, dampness or other natural causes due to exposure shall be protected by providing suitable covered sheds at his own cost. The method of storing of materials shall be as described in the CPWD specifications and or as directed.

3.15 Workmanship and Testing:

3.15.1 The work to be done under the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner, with material / equipment of the best and most approved quality of their respective kinds, and both the work and materials / equipment should conform to the particulars contained in or implied by the specifications and as referred to and represented in the Drawings or in such other additional particulars, instructions and documents as may be found requisite to be given during the execution of the Works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractor may from time to time receive from the Engineer. The materials / equipment may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and such tests shall be carried out by the Contractor wholly at his expense. The testing charges for conducting mandatory tests including the cost of materials to be tested and all other incidental charges such as carriage to the test laboratory etc., shall be borne entirely by the contractor. The testing shall be done in Govt. / NABL accredited / Govt. Approved laboratory only. It may be specifically noted that the tests to be conducted are not limited to the mandatory tests alone and additional tests if required and directed by the Engineer on any materials including the approved makes etc., shall be carried out by the Contractor.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 352 of 459

ANNEXURE-Y (Contd...)

3.15.2 The Engineer shall be entitled to have tests carried out as specified or referred to in the Contract for any materials supplied by the Contractor and the Contractor shall provide all facilities which the Engineer may require for the purpose. If no tests are specified in the Contract, but certain tests are considered necessary by the Engineer, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne as under:

3.15.2.1 The electrical installation executed shall be tested in accordance with standard testing procedures in the presence of Engineer or his authorised representative. The Contractor shall ensure that the test results are satisfactory and in conformity with the standard test results accepted for such works.

3.16 Inspection and Approval:

3.16.1 All equipments and parts thereof shall be inspected and tested by the contractor before shipment. In addition, equipments or parts thereof shall be subjected to shop inspection and testing by the Engineer or his representative before shipment to ensure conformity with the accepted laid down specifications. No equipment shall be shipped without the prior written consent of the Engineer or his authorized representative. The contractor is responsible for providing all tools, instruments and other requirements for conducting such also inspection and testing by the Engineer or his representative he contractor shall also provide all facilities to the Engineer or his representative for inspecting and testing. However, the shop floor inspection of equipments by the Engineer or his representative before shipment shall not prejudice Company's claim for rejection of the equipments on final inspection at site and does not relive the contractor from the responsibility that all equipments provided shall be free defects and suited in all respects for the purpose intended.

3.16.2 The Contractor shall provide at all times during the progress of Work and also during the defect liability period proper means of access with ladders, gangways etc., and the necessary attendants to move and arrange things as directed for the inspection or measurements of work by the Engineer or his representative.

3.16.3 All Works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer or his authorized representative when each stage is ready. In default of such notice, the Engineer shall be entitled to appraise the quality and extent thereof.

3.16.4 No Work shall be covered up or put out of view by the Contractor without the approval of the Engineer or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any Work which is about



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 353 of 459

ANNEXURE-Y (Contd...)

to be covered up or put out of view. Similarly, no work involving pre-measurement shall be taken up without a specific authorization by the Engineer. The Contractor shall give reasonable notice of not less than 2 days but not more than 4 days in any case, in writing to the Engineer or his representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurement in order that the work may be inspected and approved by the Engineer or that correct dimensions may be taken before being so covered up. The Engineer or his representative shall, without unreasonable delay, unless he considers it to be unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or materials intended to be covered up. In the event of the failure of the Contractor to give such notice, such work / materials shall be uncovered, if required by the Engineer or his representative at the Contractor's expense. .

3.16.5 The Contractor shall uncover any part of the Works and / or make openings in or through the same as the Engineer from time to time directs for his verification and shall reinstate and make good such part to the satisfaction of the Engineer. If any such part has been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and or making openings in or through reinstating and making good the same shall be borne by the Company. In any other case all such expenses shall be borne by the Contractor.

3.16.6 The Contractor shall leave necessary holes / openings / recesses in the foundations, plinths, walls, R.C.C. roofs and similar Works where and as required by the Engineer for passage of pipes, cables, wires, etc., and make good later without any extra cost to the Company.

3.17 Removal of Improper Work and Materials / Equipment's:

3.17.1 The Engineer shall have power to check and reject at any stage such work which he considers to be defective in quality of materials / equipments or workmanship and nothing shall prevent him from rejecting wrought materials (i.e., materials made ready for use on works) which have been previously passed by him in an unworked condition. The Contractor shall immediately arrange to replace the defective materials / equipment's by proper and suitable materials / equipments with the approval of the Engineer and carry out rework of the rejected work at his own cost and to the satisfaction of the Engineer. In the event of failure on the part of the Contractor to carry out his obligations under this clause, the Engineer shall have the right to get the work done through other agencies at the risk of the Contractor and to recover the cost in full from the Contractor.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 354 of 459

ANNEXURE-Y (Contd...)

- 3.17.2 All rejected materials / equipments will at once be removed from the Site by the Contractor to such distances as may be desired, failing which the Engineer after giving three day's notice in writing may do so and recover the cost of removal of the same from the Contractor.

3.18 Urgent Works:

- 3.18.1 If any urgent work (in respect whereof the decision of the Engineer shall be final and binding) becomes necessary for safety of the Work or personnel and the Contractor is unable or unwilling to carry it out, the Engineer shall have right to employ departmental labour or other agencies as he may consider expedient. All expenses incurred on it by the Company shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

3.19 Temporary Suspension of Works:

- 3.19.1 The Engineer shall have the right to require the discontinuance of the work in whole or in part for such time as may be necessary, should the condition of work or weather or other contingencies make it desirable to do so in order that the works shall be well and properly executed. Extension of time shall be granted to the Contractor for discontinuance of work so required provided the suspension is for a period of at least one month in a single spell. No other claim in this respect for compensation or otherwise, however, shall be admitted.
- 3.19.2 During the inclement weather, the Contractor shall suspend concreting work for such time as the Engineer may direct and shall protect from damage all works and materials in the course of constructions / erection.
- 3.19.3 Should work be suspended by reason of rain, strike, lock outs or other causes, the Contractor shall take all necessary precautions for the protection of Works and shall at his own expense make good any damage arising from any of these causes.

3.20 Clearance of Site on Completion:

- 3.20.1 As a part of the work* included in this Contract, the Contractor shall completely remove and satisfactorily dispose off all temporary works to the extent directed. He shall tear down and dispose of all temporary buildings, shall remove or grade to the extent directed all embankments made for construction purposes, shall satisfactorily dispose off all rubbish resulting from the operations under this Contract and shall do all work necessary to restore the territory embraced within the Site of his operations to atleast as good order and conditions as at the beginning of the Work under this Contract.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 355 of 459

ANNEXURE-Y (Contd...)

3.20.2 No final payment in settlement of the accounts for the Works will become due and shall be made to the Contractor till, in addition to any other conditions necessary for such final payment, site clearance has been effected by him. In the event of his failure to comply with this provision within fourteen (14) days after receiving notice to that effect, such clearance may be made by the Engineer at the expenses of the Contractor. Should it become necessary for the Engineer to have the Site cleared at the expense of the Contractor, the Company shall not be held liable for any loss or damage to such of the Contractor's property as may be made on the site and due to such removal there from, which removal may be effected by means of public sale of such materials and property or in any other way as deemed fit and convenient by the Engineer.

3.20.3 After completion of the work, the whole area should be left clean of all rubbish etc., before handing over the site.

4.0 Variation in the Scope of the Contract:

4.1 Variations in the Scope of the Work:

4.1.1 The Engineer shall have the power to make any alterations / variations / deletions / additions or substitutions from drawings, specifications, designs and instructions that may appear to him to be necessary or advisable during the progress of the Works and the Contractor shall be bound to carry out the work in accordance with any instructions which may be given to him by the Engineer in writing. Such alterations / variations / deletions / additions or substitutions shall form part of and be read as incorporated in the agreement itself.

4.2 Valuation of Variations:

4.2.1.1 If, in the opinion of the Engineer, the variation is minor in nature which does not call for Any adjustment in price, the decision of the Engineer, will be final. In other cases, the rates of additional, altered or substituted work shall be determined by the Engineer in the following manner:

4.2.1.2 If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities and Rates, the Contractor shall carry out the additional, altered or substituted items at the same rate. In the case of composite tenders, where two or more Schedule of Quantities and Rates form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities and Rates of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other Schedule of Quantities and Rates. If the rate for any, additional, altered or substituted items of work is not specified



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 356 of 459

ANNEXURE-Y (Contd...)

in the Schedule of Quantities and Rates, the rate for such item shall be derived from the rate of the nearest similar item specified therein. In case of composite tenders where two or more Schedule of Quantities and Rates form part of the Contract, the rate shall be derived from the nearest similar item in the Schedule of Quantities and rates of that particular part of work in which the deviation is involved, failing that from the lowest or the nearest similar items in other Schedule of Quantities and Rates.

- 4.2.1.3 If the rate for any additional, altered or substituted item of work cannot be determined in any of the methods specified above, then such item of work shall be carried out at the rate as worked out and approved by the Engineer on the basis detailed in clause 4.2.1.4 plus 15% to cover overheads and profits of the Contractor'
- 4.2.1.4 The basis of arriving at the quantum of materials and labour to be used for the execution of additional, altered or substituted item of work shall be as per CPWD analysis of rates, Delhi (latest revision). In case the details of quantum of labour and materials are not available in the CPWD Standard for the entire item but the details for sub-heads of the items are available in the said standards, the same shall be taken for arriving at the rate of additional, altered or substituted items of work. In case the Engineer does not find any guiding details in the CPWD Standards, the same shall be taken as per actual observations made at the site of work by the Engineer. The cost of labour shall be as determined by the Engineer on the basis of present labour rate and considering the actual cost of material. The Contractor shall on demand produce before the Engineer all such original receipts, vouchers, muster rolls, time sheets and other documents as in the opinion of the Engineer are necessary for the proper assessment of the rates. The entire responsibility in this respect devolves on the Contractor and in the event of the Contractor's failure to do so, the Engineer shall be entitled to assess the labour elements and other costs in the proposed rates. The Contractor shall inform the Engineer in writing immediately after coming across a substituted, altered or additional items as per working , drawing and shall make all arrangements to furnish details for ascertaining the cost implications. The Contractor shall take up the item with the written consent of the Engineer pending finalisation of its rates.

4.3 Modifications to the Contract:

- 4.3.1 There are no other understandings between the parties other than as set forth in these Contract documents.
- 4.3.2 In the event of any of the provisions of the Contract requiring to be modified after the Contract documents have been signed, except those directions and orders

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 357 of 459

ANNEXURE-Y (Contd...)

given by the Engineer under the Contract for the due execution of the Works, the modifications shall be made in writing and signed by both the parties before giving effect to such modifications.

5.0 Time for Performance:

5.1 Commencement of Works:

- 5.1.1 The Contractor shall commence the work within the period stipulated under clause 1.1.14.
- 5.1.2 The Engineer may direct the Contractor to use so much of the Site as may, in the Engineer's opinion, be required in order to enable the Contractor to commence and continue the work and shall from time to time as the work proceeds give the Contractor the use of such further portions of the Site as the Engineer may from time to time consider proper and adequate in that behalf. Phased delivery in the manner aforesaid of the use of Site or any other facilities to be afforded to the Contractor shall not entitle the Contractor to any claims whatsoever.
- 5.1.3 If the Contractor commits default in commencing the execution of the work as aforesaid, the Company shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest money / Security Deposit absolutely.
- 5.1.4 The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencing or executing the Works including delayed availability of Government controlled or other materials or of access to Site and other facilities or delayed receipt of instructions and decisions from the Engineer.

5.2 Time for Completion:

- 5.2.1 The Work shall be completed by the Contractor within the stipulated period indicated in Annexure- 1A (including monsoon period) from the date of commencement of work. The contractor shall complete the work in all respects within the above contract period of Months.
- 5.2.2 The completion period shall be inclusive of all the lead time required for Engineering, procurement of raw materials / items, manufacturing, inspection, testing, packing and any other activity whatsoever required including transportations and / or erection, testing and commissioning.
- 5.2.3 The Contractor shall, after acceptance of his tender, but before commencement of Work, submit to the Company a Time and Progress chart for approval showing the order in which he proposes to carry out the Work and also indicating the probable dates of commencement and completion of various parts / section of the Works for



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 358 of 459

ANNEXURE-Y (Contd...)

works of value more than Rs.25 Lakhs in general and for other works as directed by the engineer. This Time and Progress Chart as approved and accepted by the Company shall be binding on the Contractor. Failure on the part of the Contractor to furnish the chart and to seek approval of the Company for the same will entail withholding of payment against the bills preferred by him under the Contract. The Contractor shall also, whenever required by the Engineer, provide in writing a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. An amount equivalent to 0.01% of the awarded value of work subject to a minimum of Rs.500/- will be recovered from the amounts payable to the Contractor for non-compliance of the stipulations in the above sub clauses, even though the Contractor gets the time and progress chart approved subsequently.

- 5.2.4 If, at any time, it should appear to the Engineer that the actual progress of Work does not conform to the approved programme referred to in sub clause 5.2.3, the Contractor shall furnish, for the approval of the Engineer, a revised programme to ensure the completion of the Works.
- 5.2.5 The Contractor, if directed by the Engineer shall take such steps as may be necessary to improve the progress of work by resorting to overtime work, increase in labour force, increase in the day's quantum of work etc., without any extra cost to the Company.
- 5.2.6 All 'On Account payments to be made to the Contractor shall be subject to a certificate to be furnished by the Engineer that the progress has been in accordance with the approved Time and Progress Chart or such modifications as have been approved by him.

5.3 Excepted Risks (Force Majeure):

If at any time, the execution of this Contract is affected by War (declared or not), hostilities, invasion, Acts of Foreign Enemies, Civil War, rebellion, revolution, insurrection, riots and civil commotion (other than solely restricted to the Contractor's employees), Acts of State, Acts of God such as earthquake, massive floods and other Acts of Nature which an experienced Contractor could not have reasonably foreseen or reasonably made provision for or insured against; then the Contractor shall, within seven days of such occurrence, apply to the Company together with adequate evidence for obtaining such extension of time as may be warranted by the circumstances. After a careful examination of the circumstances, the Company may grant such extension of time as necessary without insisting on liquidated damages.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 359 of 459

ANNEXURE-Y (Contd...)

Any extension of time granted by the Company in terms of sub-clause 5.3.1 above shall neither entitle the Contractor to any claim for increase in price nor shall it release him from any of the obligations under the Contract. If the performance of the Contract as a whole is delayed by reason of the force majeure conditions continuing to persist for a continuous period exceeding six months, the Company and the Contractor shall discuss the matter and decide either to terminate the Contract without obligations on either side or to continue its execution on such terms as may be agreed upon.

The Company shall not be held responsible or be called upon to make good any losses / costs incurred by the Contractor consequent to the happening of any of the event under clause 5.3.1 above.

5.4 Extension of Time for Completion:

- 5.4.1 The Contractor may seek extension of time for completing the work if such extension is required for reasons of exceptionally adverse climatic conditions and such other special circumstances which may occur (which are, however, not such as to constitute force majeure under clause 5.3.1 of the Contract). In such an event, the Contractor shall make a written request to the Engineer in the prescribed format as soon as possible after the reason for extension becomes apparent to him. The request shall give full details of the causes leading to the request and shall also indicate the manner in which the Work is proposed to be regulated with the utmost expedition so as to cause minimum delay with reference to the original Time Chart.
- 5.4.2 The Company shall, taking into account the circumstances and the recommendations of the Engineer, determine the amount of extension of time to be granted, if any, and shall notify the Contractor accordingly.
- 5.4.3 Any extension of time granted under the provisions of this clause shall be without prejudice to other conditions of Contract and will not absolve the Contractor from the obligations of other clauses under the Contract.
- 5.4.4 Provided, however, the Company shall not be bound to grant any extension of time unless the Contractor had made the request for extension in due time after the circumstances which warrant such extension have arisen so as to enable the Engineer to investigate the circumstances as they have arisen or as soon thereafter as is practicable.
- 5.4.5 Where a Bank Guarantee has been furnished by the Contractor in pursuance of clause 2.11.2 (by way of Security Deposit), the Contractor shall immediately arrange



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 360 of 459

ANNEXURE-Y (Contd...)

to extend the validity of the Bank Guarantee at his cost to adequately cover the extended period of time for completion of work granted under this clause. In addition the contractor shall ensure that the Labour license, Insurance policy as stipulated in clause 2.15.10 and 2.20.2 are renewed from time to time at his cost during the extended period of contract till the completion of the project.

- 5.4.6 The Contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed.

5.5 Liquidated Damages:

- 5.5.1 Should the Contractor fail to complete the Works and clear the Site on or before the stipulated time mentioned in tender, he shall without prejudice to any other right or remedy of the Company in this behalf pay, as agreed Liquidated Damages and not as penalty, a sum equal to 0.5% of the total final bill value (excluding value of extra items, if any,) for every week's delay subject to a maximum of 10 % of the total final bill value of the Contract.

- 5.5.2 Where separate dates of completion have been specified for items or groups of items, the final bill value of the respective items or groups of items shall be applied.

- 5.5.3 The amount of Liquidated Damages may be adjusted or set off against any sum(s) payable to the Contractor under this or any other Contract with the Company.

6.0 Measurements, Certificates and Payments:

6.1 Record and Measurements:

- 6.1.1 Measurements shall be taken jointly by the Engineer or his authorized representative and by the Contractor or his authorized representative from time to time and at such intervals as in the opinion of the Engineer shall be proper, having regard to the progress of the Works. It shall be clearly noted that the responsibility of recording measurements and timely submission of bills rests with the contractor and any delay on this account will not be entertained.

- 6.1.2 The final bill must invariably be preceded by a thorough check of measurements of the whole of the Work performed.

- 6.1.3 Before taking final measurements of any Work, the contractor shall give a reasonable notice to the Engineer. If the Contractor fails to submit the final measurements and prolongs it unreasonably, then in any such event the measurements taken by the Engineer or by the person deputed by him shall be taken to be the correct measurement of the Work, and shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of measurement.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 361 of 459

ANNEXURE-Y (Contd...)

- 6.1.4 The Contractor shall, without extra charges provide with every appliance, labour and things necessary for measurement.
- 6.15 If a dispute arises between the Engineer and the Contractor as to the quantity or quality of Work performed involving a sum larger than Rs.10,000/- the Contractor may appeal in writing to the Company for re-measurement or reappraisal as the case may be within one week from the date of joint measurement. If the Company considers the Contractor's dispute valid, it may appoint an Officer other than the Engineer to go into the matter and the Company's decision given thereupon shall be final and binding on the Contractor.
- 6.2 On Account Payment:**
- Clause Nos. 6.2.1 to 6.2.6 are not applicable for works viz., mechanical, air-conditioning, air-cooling, electrical, communication & networks, fire alarm & public address systems etc., if tendered individually.*
- 6.2.1 100% payment against bills for the work done (Subject to the required deductions) shall be made to the Contractor based on detailed measurements and certification of bills by the Engineer.
- 6.2.2 For contracts where value exceeds applicable mobilization advance amounting to 10% of the contract value will be paid in two equal installments, the 1st installment within 30 days of the signing the acceptance letter and production of Bank Guarantee for lump sum advance. The 2nd installment will be paid after the Engineer-in-charge certifies that Sufficient Mobilization has taken place and Work up to 5% of the contract value has been executed
- 6.2.3 Bills shall be prepared and submitted by the contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. Based on these joint measurements recorded in the register, the contractor shall submit the bills in both soft and hard copies (three copies) in the prescribed format along with the detailed measurements item wise. All the pages of, the measurement sheets shall be serially machine numbered and signed by the contractor. The bills along with measurement sheet shall be computer generated and also "suitably programmed for effecting the necessary corrections easily. The bills shall be accompanied with necessary documents such as abstract of quantities, variation statements, reconciliation of materials, part rate statements indicating the extent of work done, statement of secured advance claimed and fulfilling other statutory obligations such as ESI / PF / Insurance / labour license etc. Payment against bills for the work done (Subject to necessary deductions) will be made after the verification and certification by the Engineer of the bill submitted by the contractor.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 362 of 459

ANNEXURE-Y (Contd...)

- 6.2.4 75% of the amount admissible (after necessary deductions) will be paid by the Company within 10 days of presentation of the bill and the balance 25% shall be paid within 30 days of receipt of all clarifications, if any, on the bills submitted and after complying with all the statutory provisions by the contractor with respect to the bills.
- 6.2.5 Advance bills on the works carried out may be allowed by the Company between the running bills to facilitate the progress of work, at the discretion of Engineer in Charge.
- 6.2.6 Normally, bills will be entertained once in a month. However, if the progress of work is not satisfactory with reference to the approved Time and Progress Chart and where the progress of work since the last bill is less than 10% of Contract value, then the Engineer may reserve the certification of any bill submitted by the Contractor. On account payments made to the Contractor shall be without prejudice to the final making up of the accounts. On-account payment cannot by itself imply his having handed over any part of the Works and the liability of the Contractor shall continue to exist till the work is completed, inspected, approved and taken over by the Engineer. It is the sole responsibility of the Contractor to see that the Works are completed and handed over in a satisfactory manner.
- 6.3 Payment of Part Rates:**
- 6.3.1 Payment at part rates against approved tendered rates for certain items may be made in the running account bill at the discretion of the Engineer
- 6.4 Completion Certificate:**
- 6.4.1 The Works shall be deemed to have been completed in all respects on the day the Engineer certifies that the works have been so completed in accordance with this Contract, takes over the completed Works and issues a certificate to that effect. The Defect Liability Period will start from the said date of completion / handing over of the work.
- 6.4.2 The following clauses shall be applicable for Electrical and Mechanical works.
- 6.4.2.1 On completion of work in all respects, the Contractor shall supply to the Company Two complete sets of drawings indicating the complete work as installed. These drawings shall clearly indicate the complete layout of light fittings, conduit runs, wiring diagrams, location of distribution boards, earthing layout, equipment and machine layout etc., as required by the Engineer. (This is applicable for works of value more than Rs.15 Lakhs in general and for other works as directed by the engineer).
- 6.4.2.2 A sum equivalent to zero point one percent of value of electrical / mechanical works executed subject to a minimum of Rs.500/- will be recovered from the amounts payable to the Contractor for non-compliance of the stipulations in the above sub clause.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 363 of 459

ANNEXURE-Y (Contd...)

6.5 Final Payments:

- 6.5.1 Based on the measurement of Work performed, in accordance with clause 6.1.2 the Contractor shall submit his final bill for the Works within 3 months of completion of work. The bill shall be based only on Works as measured and at accepted tender rates including rates for any additional or extra work which might have been approved by the Company. All deductions due under the Contract shall be incorporated. The final bill shall be, accompanied by:
- 6.5.1.1 A copy of the completion certificate issued by the Engineer.
- 6.5.1.2 A "No Claim Certificate" in the prescribed form or a list of claims if any, not included in the final bill with full details.
- 6.5.2 The Engineer shall examine and certify the final bill for payment after satisfying that the Works have been Satisfactorily completed and that all properties, works and things removed or disturbed or damaged in consequence of the Work have been properly replaced and made good and all expenses and demands incurred or made by or on the Company or in respect of any damage or loss by, from or consequence of the Works have been satisfied, all materials have been returned and the site cleared. In respect of list of claims given by the Contractor, the Company shall examine and either accept or repudiate in whole or in part and convey its decision in writing to the Contractor.

6.6 Warranty:

Note:- This clause is not applicable for civil and composite tenders.

6.6.1 Warranty for Equipment:

- 6.6.1.1 With respect to the equipment provided by the Contractor under this contract, the Contractor shall be deemed to have furnished to the Company warranties:
- 6.6.1.1.1 **Of Title:** "The contractor warrants that the equipments are not subject to any security interest, lien or other encumbrance".
- 6.6.1.1.2 **Against Patent Infringements:** "The Contractor shall at his own expense defend and save the Company harmless from the expenses and consequences of any suit or procedure brought against the user so far as the said suit or procedure is based on a claim that the equipment provided constitute an infringement of any patent in existence on the date of the contract". "In addition the Contractor shall secure at his own expense a fully paid up license or licenses that will permit the user to continue operation of the equipments provided, free of further claim for infringement".
- 6.6.1.1.3 **Of Performance:** "The Contractor warrants that the equipment provided are suitable for the purpose or the purpose for which such works are used, conform



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 364 of 459

ANNEXURE-Y (Contd...)

to promise or affirmations made by the Contractor and conform to specifications stipulated in the contract”.

6.6.1.1.4 **Of Fitness:** “The Contractor warrants that the equipments provided are suitable for the particular purpose stipulated in the contract. The Company affirms that it has relied on the Contractor’s skills and judgements to select or provide equipment for a particular purpose”.

6.6.1.1.5 **Of Quality:** “The Contractor warrants that the equipments are new and of best quality and that the equipment will be free of defects in design, workmanship or materials”.

6.7 Breach of Warranty (Not applicable for civil and composite tenders):

6.7.1 In the event of a breach of warranty, the Contractor shall be required to take all necessary action at his expense to correct the breach in the most expeditious manner dictated by the existing circumstances.

6.7.2 Upon oral or written notification of defects or malfunctioning of equipment during normal operation, which requires corrective action, the Contractor shall send the necessary personnel (with the required materials, tools, test equipments and such other items) to site to supervise and assume responsibility for repair. If the Contractor does not expeditiously take steps to correct the defects the Company may at its option do so. However, such action on the Company’s part, will not release the Contractor of his responsibility and the Contractor inter alia shall reimburse all the expenses incurred by the Company to repair or replace malfunctioning or non-conforming equipments.

6.8 Deduction of Income Tax:

6.8.1 Income Tax on the gross amount billed will be deducted from Contractor’s bills as per Section 194 I of the Income Tax Act.

6.8.2 The successful contractor should inform the assessing Income Tax Officer concerned (within one month from the date of issue of work order) about the award of work to him. The successful contractor shall furnish their Income Tax Permanent Account Number (PAN) to BDL while furnishing their bills for **payment**.

6.9 Deduction of GST tax on Works Contract:

6.9.1 Where so required, the GST tax on works contract as applicable will be deducted at source from the Contractor’s bills as per the relevant act or as per the directions of the concerned authorities.

7.0 Maintenance and Defects:



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 365 of 459

ANNEXURE-Y (Contd...)

7.1 Guarantee of Works and Liability for Damage, Defects etc.:

Note:-Clause No. 7.1.1 to 7.1.3 are not applicable for works viz., mechanical, air-conditioning, air-cooling, electrical, communication & networks, fire alarm & public address systems etc., if tendered individually.

- 7.1.1 The Defect Liability Period in respect of the Works executed under this Contract is furnished in Annexure-1A. The Contractor shall guarantee the Work against defective materials, and bad workmanship. This guarantee shall be valid for the duration of defect liability period. Any defects, shrinkage or other faults which may appear in the Works within the Defect Liability Period, which in the opinion of the Engineer are due to defective or improper materials or bad workmanship, or the Work not being in accordance with drawings and specifications or instructions shall be made good and / or repaired by the Contractor at his own cost.
- 7.1.2 As a security for the due performance of the above condition the Contractor shall deposit with the **Company an amount equal to 5% of the contract value**. The Contractor may choose to pay this deposit by cash or by adjustment of the Security Deposit paid / recovered from him under the Contract or by furnishing a Bank Guarantee as per proforma at Appendix-4 issued by any Nationalised or Scheduled Bank for the said amount.
- 7.1.3 The Contractor shall furnish separate guarantees to the Company in respect of Water Proofing **and Anti-termite treatment jobs executed as** per proforma at Appendix-5 and Appendix-6 respectively. In addition to the Security Deposit mentioned in clause 7.1.2 above, the Contractor shall deposit with **Company an amount equal to 5% of the value** of waterproofing works executed as per Final Bill for a period of 5 years from the date of completion of work to guarantee the works **against defective materials and workmanship**. The contractor may choose to pay this deposit either by cash or furnishing a **Bank Guarantee. In case, Bank Guarantee is furnished, the same shall be kept valid till the expiry of the Guarantee period**.
- 7.1.4 The Defect Liability Period in respect of the Works executed under this Contract is furnished in Annexure-1A. As a security for the due performance of the above condition, the Contractor shall furnish a Bank Guarantee separately for 10% of the contract value as per proforma at Appendix- 4 for the Defect Liability Period. The final payment towards the balance 10% of the contract value shall be released only after the Contractor, furnishes the Bank Guarantee towards Defect Liability Period.

*Note:-Clause No. 7.1.4 is not applicable for civil **and composite tenders**.*



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 366 of 459

ANNEXURE-Y (Contd...)

8.0 Rights, Remedies and Powers:

8.1 Determination of Contract due to Contractor's Default:

8.1.1 If the Contractors

8.1.1.1 Abandons the Contract.

8.1.1.2 At any time defaults in proceeding with the works with due diligence and Continues to do so even after 7 days of written notice from the Engineer; or

8.1.1.3 Commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer; or

8.1.1.4 Persistently disregards the instructions of the Engineer or contravenes any provision of the Contract;

8.1.1.5 Fails to remove materials from the Site or to pull down and redo the work after receiving from the Engineer notice to the effect that the said materials or works have been rejected; or

8.1.1.6 Fails to complete the works on or before the stipulated date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer; or

8.1.1.7 Offers or gives or agrees to give to any person In the Company's service or to any other person on this behalf, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Company; or

8.1.1.8 Shall enter into a contract with the Company in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment there of have previously been disclosed in writing to the Company / Engineer; or

8.1.1.9 Shall obtain a Contract with the Company as a result of ring tendering or other non-bonafide methods of competitive tendering; or

8.1.1.10 Being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors of



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 367 of 459

ANNEXURE-Y (Contd...)

purport so to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estates or if a trust deed be executed by him for benefit of his creditors; or

8.1.1.11 Being a Company, shall pass a resolution or the Court shall make an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

8.1.1.12 Shall suffer an execution being levied on his works and allow it to be continued for a period of 21 days; or

8.1.1.13 Assigns, transfers, sub-lets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire works or any portion thereof without the prior written approval of the Company; the Company may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Company by written notice determine the Contract either as a whole or in part.

8.1.2 Upon such determination of the Contract either in whole or in part, the Security Deposit with the Company in respect of the Contract shall stand forfeited to the Company without in any way affecting the Rights of the Company under clause 8.2 infra

8.2 Rights of the Company after determination of the Contract due to Contractor's Default:

8.2.1 The Engineer shall on such determination of the Contract have powers to:

8.2.1.1 Take possession of the site and any materials, Constructional plant, Implements, stores, etc., thereon; and / or

8.2.1.2 Carry out the incomplete work by any means at the risk and cost of the Contractor.

8.2.2 On determination of the Contract in full or in part, the Engineer shall determine the quantum of amount, if any, that is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Company. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation or the value of Contractor's materials taken over and incorporated in the work. In order to measure the work completed till the date of determination and the Contractor's materials to be taken over, the Engineer shall give 7 days notice to the Contractor requiring him to be present so as to record



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 368 of 459

ANNEXURE-Y (Contd...)

the measurements in his presence. If the Contractor fails to be present in response to the notice, the recording of measurements shall be preceded with ex-parte and the measurements as recorded shall be binding on the Contractor.

- 8.2.3 The Company shall have the right to use Contractor's plant, machinery and material on the balance works but shall not in any way be responsible for any damage or loss of the same and the Contractor shall not be entitled to any compensation there for.
- 8.2.4 Any excess expenditure incurred or to be incurred by the Company in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Company as aforesaid after allowing necessary credits, shall be recovered from any moneys due to the Contractor on any account and if such moneys are not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days.
- 8.2.5 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer shall have the right to sell any or all of the Contractors unused materials, constructional plant, implements, temporary buildings, etc., and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if there after there be any balance still outstanding from the Contractor, the Contractor shall, upon demand, pay the Company the money due and it shall be deemed as a debt due by the Contractor to the Company and shall be recovered accordingly. Any sums in excess of the amounts due to the Company and unsold materials, constructional plant, etc., shall be returned to the Contractor; it is always understood that if the actual cost of completion by the Company of the balance works or part of the works is less than the amount which the Contractor would have become eligible had he completed the works or part of the works under the terms of Contract, the Contractor shall not be entitled to claim such benefit to his advantage.

8.3 Cancellation of Contract by the Company:

- 8.3.1 If at any time after the commencement of work, the Company shall decide that the whole work or any specific part thereof is not required to be carried out, necessary notice in writing shall be given to the Contractor. The Contractor shall take immediate action to stop all activity relating to the cancelled work. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 369 of 459

ANNEXURE-Y (Contd...)

8.3.2 The Contractor shall be paid at Contract rates the full amount for the works executed at site (less any amount recoverable and due to the Company) and, in addition, a reasonable amount to cover the cost incurred on materials which will not be of any alternative use to the Contractor (which shall then become the property of the Company), transportation costs in respect of the tools, plant and materials retained by the Contractor from the work place to his permanent stores or any other works, which ever is less, and a reasonable proportion of the expenditure incurred on preliminary works such as access road, labour huts, site office, etc. All payments other than at Contract rates shall be based on a detailed claim to be submitted by the Contractor supported by cash vouchers or other documents covering the incurrence of such costs. If called upon by the Engineer, the Contractor shall also furnish his Books of Accounts and other documents which the Engineer may consider necessary to enable him to certify the reasonableness of the amount payable under this clause.

8.3.3 The materials if any, supplied by the Company, which are rendered surplus on account of the cancellation, shall be returned promptly by the Contractor subject to normal wastages allowed under the Contract. He shall be debited with the losses due to any deterioration or damage which might have been caused while the materials were in the custody of the Contractor. If so directed, he shall transport such materials to the Company's stores and shall be paid for such transport at a reasonable compensation.

9.0 Settlement of disputes:

9.1 Decision by the Company and Engineer:

9.1.1 To prevent disputes and litigations, it shall be accepted as an inseparable part of the Contract that in matters regarding materials, workmanship, removal of improper work, interpretation of Contract, drawings and specifications, mode of procedure and carrying out the work, the decision of the Company shall be final and binding on the Contractor and if any technical question which may arise touching the Contract, the Engineers decision shall be final and conclusive. The claim, if any, arising out of any decision given by the Engineer shall be sent in writing to the Engineer within 15 days from the date of such decision given by the Engineer and if the claim is not accepted and the Contractor is aggrieved by such non-acceptance, such dispute may be referred by him for Arbitration.

9.2 Arbitration:

9.2.1 In case any dispute or difference shall arise between the Company (or the Engineer on their behalf) and the Contractor on any matter within the scope of this Contract



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 370 of 459

ANNEXURE-Y (Contd...)

except as to matters entirely left to the decision of the Company or the Engineer under the provisions of this Agreement, then either party shall forthwith give to the other written notice of such dispute or difference and such disputes or difference shall be referred to a sole Arbitrator to be selected by the Contractor from among the panel of three nominees to be indicated by the Company at the time of reference of the disputes to arbitration. The award of the Arbitrator shall be final and binding on both parties. The procedure laid down in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof and the rules made there under from time to time shall apply in the matter of the reference. Only Courts at Hyderabad (Name / location of the court under whose jurisdiction the Division of BDL comes) shall have jurisdiction to entertain a claim or for enforcement of the award.

- 9.2.2 Notwithstanding reference of any matter for arbitration, the Contractor shall continue to execute the Contract in all respects except to the extent such execution itself is the subject matter for the arbitration.
- 9.2.3 It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- 9.2.4 It is also a term of the Contract that if the Contractor does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Company that the bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Company shall be discharged and released of all liabilities under the Contract in respect of these claims.
- 9.2.5 In the event the contract is entered into between the Company and another Public Sector Enterprise, the following clause shall apply.
- 9.2.6 In the event any dispute or difference shall arise between the parties hereto, such dispute or difference shall be referred to the Arbitrator to be nominated by Law Secretary, department of Legal Affairs, Govt. of India. The Indian Arbitration and Conciliation Act 1996 or any statutory amendment thereof shall not be applicable to the arbitration under this clause-i The award of the Arbitration shall be binding upon the parties to the dispute, provided, however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, department of Legal Affairs, Govt. of India whose decision shall bind the parties finally and conclusively.

10.0 Over Payments I Under Payments Detected During Technical Audit:

- 10.1 The Company reserves the right to carry out post-payment audit and technical



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 371 of 459

ANNEXURE-Y (Contd...)

examination of the running / final bill including all supporting vouchers etc. The Company also reserves the right to propose recoveries detected by CVC (Central Vigilance Commission) based on their audit and observations of works / bills etc. The Company further reserves the right to enforce recovery of any over payment when detected, notwithstanding the fact the amount of running / final bill may be included by one of the parties as an item of dispute before an arbitrator appointed and notwithstanding the fact that the amount of running / final bill figures in the arbitration award.

- 10.2 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor under the contract, the Company from the Contractor shall recover it, or if any under payment is discovered, the amount shall be duly paid to the Contractor by the Company.

11.0 Clauses Pertaining to Environmental Protection:

- 11.1 The Contractor shall take utmost care to ensure that environment is protected and no such activity shall be carried out which may have a bearing on the environmental pollution during execution of work. The Contractor may specifically note the following:
- 11.1.1 The Contractor shall note that no paint drums either full or empty and paint brushes are kept in open area that may lead to environmental pollution. The same shall be kept in a place specified by the Engineer-in-charge till the final disposal is done. Cleaning of paint brushes shall be done strictly as per the instructions of Engineer-in-charge and residue collected after cleaning of brushes shall be disposed off as per the instruction of the Engineer-in-charge. After completion of the work, all empty paint containers, waste painting brushes, waste painting rollers etc., shall be deposited in the place identified by the Engineer-in-charge and the same will become property of the Company. At any point of time, if it is noticed that the stipulations are not followed, the Engineer-in-charge at his own discretion may take steps to remove the items at the risk and cost of the Contractor and such expenses will be recovered from the bills of the Contractor. The decision of the Engineer-in-charge in this regard is final and binding on the contractor.
- 11.1.2 The thinner used in painting works shall not contain banned chemicals viz., carbon tetra chloride / halogenated hydrocarbons etc. The thinner to be used in the works shall be brought from approved sources only that are conforming to the stipulations of the Pollution Control Board norms.
- 11.1.3 Welding rod bits after welding shall be collected and stacked in a container at a specified place till the completion of works. After completion of the work, the



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 372 of 459

ANNEXURE-Y (Contd...)

Welding rod bits shall be deposited in the place identified by the Engineer-in-charge and the same will become property of the Company. At any point of time, if compliance of the same is not observed, then the Engineer-in-charge at his discretion may take steps to remove the items at the risk and cost of the Contractor and such expenses will be recovered from the bills of the Contractor. The decision of Engineer-in-charge in this regard is final and binding on the contractor.

- 11.1.4 The contractor shall specifically note that construction materials shall not be stacked on the already developed lawn areas, and shall be stacked only at a place indicated by the Engineer-in-charge.
- 11.1.5 In case, at any point of time stacking of materials on the developed lawns is noticed the same will be got removed by the Engineer-in-charge without any further intimation at the risk and cost of the contractor. Also the rework of development of lawns etc if any will be done at the risk and cost of the Contractor. All such expenses will be recovered from the bills of the Contractor and the decision of the Engineer-in-charge in this regard is final and binding on the Contractor.
- 11.1.6 The contractor shall specifically note that no unwanted materials / debris are stacked at the site of work beyond a reasonable time and the same shall be removed from the site of work immediately as and when generated and disposed off as per the directions of the Engineer-in-charge.
- 11.1.7 In case, at any point of time non-compliance, the same will be removed from the area by the Engineer-in-charge without any further intimation to the Contractor and at the risk-and cost of the Contractor. The decision of the Engineer-in-charge in this regard is final and binding on the Contractor.
- 11.1.8 The Contractor may specifically note that he shall be fully aware of the acts / rules and regulations pertaining to Environmental protection acts and relevant State Pollution Control Board (SPCB) norms, Central Pollution Control Board (CPCB) norms as well as the requirements of Ministry of Environment and Forests (MOEF). However the Engineer-in-charge will brief on the EMS policy of the Company on the lines of ISO 14001 and amended thereon with regard to specific requirements. Subsequently it shall be the responsibility of the Contractor to educate / train his labour force deployed from time to time regarding the same.
- 11.1.9 The contractor may also note that special training shall be given to the personnel applying pesticides, herbicides, weedicides and the like with regard to the emergency preparedness (like spillage etc.) while transporting, application, stacking and disposal of empty cans.
- 11.1.10 Water usage should be optimised during the construction



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 373 of 459

ANNEXURE-Y

- 11.1.11 The site of construction should be closed with curtains/covers to avoid dust pollution.
- 11.1.12 Contamination of natural resources to be avoided.
- 11.1.13 The contractor should alert to wear ear plugs while carrying out high noise generation work (exceeding 75 db (A) in day and 70 db (A) at night)
- 12.0 Penalty for nonpayment of statutory contribution like ESI, PF, SD, Agreement, Labour license etc.
- 12.1 The contribution such as ESI, PF etc. paid to the respective authorities to be made on or before 20th of every month, otherwise interest or penalty charges by the respective authority on such payment is to be paid by the contractor. If the authorities demand, such amount shall be recovered from the payment to the contractor which is due from BDL and remitted to the respective authorities
- 12.2 **Contractor Agreement:** the contractor shall submit the contract agreement on a stamp paper of Rs.100/- in a prescribed form duly signed with in thirty days of issue of acceptance letter failing which penalty of Rs.2,500/- per week delay to a maximum of Rs. 10,000/- will be levied for delay in submission. Payment will not be released if agreement is not submitted.
- 12.3 **Security Deposit:** The contractor shall deposit prescribed security deposit within 30 days of issue of Acceptance letter to the Engineer in Charge of work failing which penalty @ ½ % of security deposit per week or part thereof with a maximum penalty of 10% of security deposit will be levied for delay in submission. The contractor will not be generally allowed to start the work without submission of security deposit unless otherwise ordered by Engineer in charge in exceptional / emergent works.
- 13.0 **Labour License:** the contractor shall obtain labour license from competent authority [Central Government] within thirty days of issue of acceptance and submit to the Officer in charge / Engineer in charge. The cost of obtaining license i.e. license fee etc. shall be borne by the contractor. However contractor shall not generally start work without obtaining valid labour license unless otherwise ordered by. The contractor shall also submit an indemnity bond executed on stamp paper Rs. 100/- indemnifying BDL against all the statutory requirement of the labour department.
- 14.0 **Submission of Agreement, Bank guarantees, Hypothecation Deed etc.:** Any Agreement, Bank Guarantee, Hypothecation deed etc. required to be executed under this contract shall be made at the cost of the contract with proper stamp duty as per the formats provided. However the accepting officer shall have the rights to alter, modify, delete any materials in such formats as deemed fit by him. Bank guarantee from Indian Nationalized Bank / Scheduled Banks only will be accepted.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 375 of 459

ANNEXURE-AB

RUNNING ACCOUNT / FINAL BILL

Name of the contractor :
 Name of work :
 Serial No. of this bill :
 No. and date of previous bill for this work :
 Work Order No. date :
 Date of actual commencement of work :
 Date of actual completion of work : 'A' - Account of work execute

Reference to Schedule of Qty and rates				Qty. executed up to date as per measurement sheets	Payment on the basis of actual measurements		Present Qty.
S.O.Q.R. No.	Description of work in full	Unit	Rate		Up to date	Since Previous Bill	
1	2	3	4	5	6	7	8
			Rs. Ps.		Rs. Ps.	Rs. Ps.	

B' ABSTRACT OF RECOVERIES

C' – CERTIFICATE

Certified that the bill has been prepared based on the actual measurements of work done as per approved specifications and approved rates.

Bill prepared by me

Name and dated
 signature of contractor
 With seal

Name and dated
 signature of the officer
 verifying the bill

Name and dated signature of the Officer
 Authorizing payment

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 376 of 459

ANNEXURE-AB (Contd...)**D- MEMORANDUM OF PAYMENT**

- I. Total amount of work done on measured works – up to date Rs.....
- II. Bank Guarantee/Initial Deposit Rs.
- III. Deductions
- (1) Security Deposit
- (a) From previous R.A.Bill Rs.
- (b) From present bill Rs.
- (c) Total Rs.....
- (2) Payments
- (a) Payment on previous bills
- B.R No..... Date..... Rs.
- (b) Advance payment
- B.R. No..... Date..... Rs
- (c) Total : Rs.....
- (3) Recoveries
- Income Tax Rs.
- Sales Tax on WC Rs.
- Service Tax Rs.
- Others
- 1
- 2
- 3
- 4
- Total Rs.....
- Total Deductions III (1) (2) & (3) Rs.....
- Net payment Rs.....
- Abstract of payment
- (1) Net Payment as above Rs.
- (2) Add secured advance on materials at Site (Statement enclosed)
- Total amount Rs.
- (3) Deduct Previous secured advance Rs.
- Net Payment cheque Rs.
- Received Rs:..... (Rupees)
- As per above memorandum on account of this work.

(full dated signature of contractors)



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 377 of 459

ANNEXURE-AB

BILL CERTIFIED FOR PAYMENT

Name and Signature of the Officer

Name and signature of the officer

Verifying the bill

Payment

authorizing

Original / Duplicate / Triplicate

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 378 of 459

ANNEXURE-AC

ADVANCE PAYMENT ON BILL

B.R. No..... Dt.....

Name of Contractor.....

Name of work

Work Order No Dated

Bill Reference Advance

Value of present Bill (Approximate) Rs.

Less Recoveries (Approximate) Rs.

Net due to contractor (Approximate) Rs.

75% of above Rs.

Net advance recommended in this Bill Rs.

Advance certified for Rs. Bill prepared by

Dated signature of Contractor / representative

Dated signature of the officer verifying the bill

Dated signature of the officer authorising payment

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 379 of 459

ANNEXURE-AD

BILL FORM FOR SECURED ADVANCE ON MATERIALS

B.R..... Dt.....

Name of Contractor

Name of work :

Serial No. of the bill

No. and date of the previous bill for this work ..

Reference to Work Order No : Dated

Value of Materials (detailed below) Rs.

Advance recommended @75% Rs.

Net amount payable Rs.

This is to certify that non-perishable materials of estimated value of Rs..... have been deposited at the work spot by me/us, in connection with the above contract work entrusted to me/us by Bharat Dynamics Limited., which material is deemed to have pledged to Bharat Dynamics Limited., under the general conditions of contract, I/We may be paid a progressive payment of Rs. which is within 75% of the estimated value of the deposited materials.

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 380 of 459

ANNEXURE-AD**DETAILS OF MATERIALS**

No.	Description of the material	Quantity	Unit	Rate (Rs)	Amount (Rs)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
Total Rs.					

Bill prepared by

Dated signature of Contractor /Representative

“Certified that the materials brought to site on the security of which advance is preferred have been not more than the issue rates as per the contract or the prevailing market rates”

Dated signature of the officer verifying the bill

Designation.....

Dated signature of the officer authorizing payment

Designation.....

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 381 of 459

ANNEXURE-AE**PART RATE STATEMENT**

Name of work :

Name of the contractor :

Work Order No. and date :

Sl. No. of R.A. Bill :

S. No.	Item No.	Description of Item in brief	Agreement Rate	Part rate paid in previous bill	Part Rate recommended in this bill	Remarks / Reasons for allowing part rate
1	2	3	4	5	6	7

Signature of the officer verifying the bill

Signature of Contractor

Signature of the officer
authorizing payment



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 382 of 459

ANNEXURE-AF (Contd...)

CATEGORY OF WORKS

Sl.No.	Category	Category of Works
1	Civil	All types of Civil works
2		Painting works
3		Chemical water proofing works
4		General water proofing works
5		Interior and false ceiling works
6		PVC flooring works
7		Chip Carpeting of roads
8		Horticulture & Landscaping works
9		Workstations and modular furniture works
10	Mechanical	Welding works & Structural Works
11	TSD	Installation Commissioning and Maintenance of Split/Window / Pack-aged Air Conditioning Units
12	PED	Installation, Commissioning and Maintenance of Air conditioning plants, Clean room systems etc.,
13	PED	Installation, Commissioning and Maintenance of Air cooling system
14	Civil	Installation and Maintenance of fire Hydrant Systems
15	TSD	Maintenance of Fire Alarm System
16	Civil	Installation and Maintenance of fire Extinguishing System
17	Civil	Installation and Maintenance of Building Automation System such as IBMS/ CCTV
18	Civil	Operation and Maintenance of water Supply System
19	Civil	Providing and Maintenance of Sprinkler System
20	Civil	Internal and External Water Supply Works and maintenance
21	Civil	Maintenance of Pumps
22	TSD	Maintenance of weighing equipments
23	PED	Maintenance of Air compressors
24	PED	Maintenance of Steam Boilers
25	PED	Maintenance of Solar water heating System
26		Maintenance of Hospital equipments

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 383 of 459

ANNEXURE-AF

Sl.No.	Category	Category of Works
27	PED	Maintenance of machineries
28	Civil	Maintenance of Rolling shutters
29	TSD / PED	Installation and Maintenance of Lifts, Hosits, Cranes lifting tackles etc.,
30	Civil	Air quality monitoring
31	Civil	Effluent water quality monitoring
32	Civil	Maintenance of sewage/industrial Effluent treatment plants
33	Civil	Hospital waste Management
34	Electrical	Operation and Maintenance of Receiving Station, Substation etc.,
35		Rewinding of motors
36		Internal and external electrification works
37	PED	Maintenance of Electrical equipments such as UPS, Generators, Starters, Softers etc.,
38	Communication /Networking	Maintenance of Fax Machines by ITD
39	TSD / PED	Maintenance of telephone Exchange
40	TSD / PED	Maintenance of Telephones, Intercoms etc.,
41	ITD	Maintenance of PC's, Printers etc.,
42	ITD	Internal and External Communication works, networking etc.,
43.	TSD / PED	Maintenance of Public Address Systems, Sirens, Hooters etc.,
44	Miscellaneous	Repair and Maintenance of transport vehicles by HR / PED
45	GAD / STORES	Packing works
46	HR	Facility Management Service
47	HR	Catering Services such as Supply of Ragi mudda, chapathis etc.,
48	HR	Maintenance of Guest houses including catering, hospitality and houses keeping
49	HR	House Keeping and all types of labour oriented works
50	HR	Vinyl Signage boards
51	HR	Pest and Rodent, honey comb clearing works
52	HR	Cleaning of Sofas and carpets
53	HR	Drivers, coolers Completion operators & Clerical assistance etc.,

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 384 of 459

ANNEXURE-AG**VENDOR REGISTRATION FOR CIVIL CONTRACTOR**

Applicant Profile - Section 1		
Registration Category *		
(Example : Civil contractor)		
Name of the Company / Firm / Applicant name *		
Registration details of the company with Register of companies *		
Company Start Date *		
	Address for Registration	Correspondence Address
Complete Address *		
City *		
Pin Code *		
State *		
Country *		
Telephone no 1 *		
Telephone no 2		
Fax no		
Mobile no *		
Email ID 1 *		
Email ID 2		
Contact Person Name and Designation *		
Do you have Digital Signature Certificate Class 3 *		



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 385 of 459

ANNEXURE-AG (Contd...)

S.No	Technical details - Section 2	
2.1	Type of Ownership *	
	Whether the firm is a private or public limited concern or individual or a partnership firm. (Attested copies of deeds or Articles of Association to be enclosed.)	
	If others Please specify :	
2.2	Do you have ISO certification? *	(YES / NO)
	If yes, please specify & indicate validity :	
2.3	CRITERIA FOR ENROLMENT : *	
	Please select the Type of class : (Drop down list)	
	CLASS OF REGISTRATION (CIVIL CONTRACTORS)	TYPE & NO. OF TECHNICALLY QUALIFIED ENGINEERS
a	Class 'A' more than Rs. 50 lakhs	Atleast 10 years experienced two GraduateCivil Engrs. & three Diploma Civil Engrs.
b	Class 'B' more than Rs. 25 lakhs & upto Rs. 50 lakhs.	Atleast 5 years experienced one GraduateCivil Engr. & two Diploma Civil Engrs
c	Class 'C' more than Rs. 10 lakhs upto Rs. 25 lakhs.	Atleast 3 years experienced two DiplomaCivil Engrs
d	Class 'D' (upto Rs. 10 lakhs)	Atleast 2 years experienced one Diploma Civil Engr.
2.4	Name of the proprietor or partners in the firm	
	S.No	Name of the Person
	Age	Qualification
	(Enclose biodata)	
2.5	Enclose list of employees with qualification details	
2.6	List of Works executed in last seven years *	
	i) Name of Work, ii) Year of execution, iii) Value of work iv) Authority under which carried out.	To be shown in a separate statement
	(Enclose Separate statement as per Proforma1	
2.7	Whether enlisted in any other organisation. If so, which class, showing amount qualified to tender & detail of registration. *	(YES / NO)
	S.No	Organisation name



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 386 of 459

ANNEXURE-AG (Contd...)

S.No	Technical details - Section 2	
	Class Type	Value of work
	Financial year	
	(Enclosed details)	
2.8	Has the applicant or any of his partners or share- holders been blacklisted or removed from the approved list of contractors or demoted to lower class or orders passed banning/suspending business with the applicant by any Govt. Department/ Undertaking in the past?	(YES / NO)
	If yes Please specify :	
	(The Company has the right not to issue tender form and also to suspend, remove, demote or blacklist a contractor/firm.)	
2.9	LIST OF PLANT & MACHINERY AND EQUIPMENT	To be shown in a separate statement
	(Enclose Separate statement as per Proforma - 2)	
S.No	Financial details - Section 3	
3.1	Turnover for the Last three years	Profit Loss
	20YY – 20YY	
	20YY – 20YY	
	20YY – 20YY	
	(Enclosed Copies of Annual Audit Reports, Balance sheets). (* To be approximately modified)	
3.2	Tax Registration Details	
	GSTIN number	
	PAN Number *	
	Company / Firm Employees State Insurance (ESI) *	
	Company / firm own PF Code *	
	(Enclose proof of the document)	
3.3	Power of Attorney	
	Name of Person holding the Power of (POA)	Attorney
	Contact details :	



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 387 of 459

ANNEXURE-AG (Contd...)

S.No	Technical details - Section 2	
	Name of person holding the Power of Attorney (POA), and his present Nationality with their liabilities. (Attested copies of the Partnership Deed to be enclosed.) Name of Partners, together with age, their individual contribution to the capital, percentage of profit and their liabilities (Attested copy of Partnership Deed and Registration, if any, to be enclosed.)	
3.4	Name of Bankers of the applicant address *	with full
	(Banker's Certificate/Solvency certificate(Proforma 3) to be obtained from the Banker in sealed cover and to be attached with the hard copies)	
3.5	E-Payment Details *	Name of the Bank
	(Enclose Appendix 'A')	Bank Account Number
		Address of the Bank
		Type of Account
		IFSC Code
		MICR Code
3.6	DD Details *	
	I/We enclose herewith a pay order/ Banker's draft number : DD No: Bank name : DD Date : for 200/- as processing fee, which is non refundable	
	BDL reserves the right to accept or reject any application without assigning any reasons thereof or enlistment in any class other than applied class.	
	Before the assessment of this application completed, a representative from BDL may contact you concerning the financial and technical information that you have provided. Your co-operation is required to assist in the assessment process. Failure to co-operate may affect registration. The assessment report is specifically for use by BDL for the purpose of assessing Contractors for Registration, and will be treated as strictly confidential.	
	Declaration	
	(This declaration should be completed by a Proprietor, Partner, Director or other senior manager who has authority to do so)	
	1. I/We certify that I/We will not enlist myself/ourselves as Contractor(s) in the Undertaking under more than one name.	
	2. a) I certify that I did not retire as an employee of this Undertaking during the last two years. I also certify that I have neither such a person under my employment nor shall I employ any such person within two years of his retirement from this	

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 388 of 459

ANNEXURE-AG

S.No	Technical details - Section 2
	Undertaking. (For individual seeking enlistment in their own name). b) We certify that none of the partners/Directors retired as an employee of the Company during the last two years. We also certify that we have neither under our employment any such person nor shall we employ any person within two years of his retirement except with the prior permission of the Company. (For Limited Companies/Partnership Firms).
	<p>The BDL conditions of registrations are acceptable.</p> <p>a) All information and attachments submitted in this application are true and correct.</p> <p>b) I/We are aware that any false information provided herein will result in the rejection of my/our application and cancellation of any registration granted.</p> <p>c) I/We shall be bound by the acts of duly constituted attorney who has signed this application and any other person who in future shall be appointed by us in his place to carry business of the concern whether or not an intimation of such changes is given to BDL.</p> <p>d) I/We have read and understood BDL's General conditions of contract and agree to abide the same in all respects.</p> <p>e) I/We undertake to communicate promptly to BDL any change in condition or working of the Firm.</p> <p>f) This registration is valid for 3 years and vendors have to renew the registration on or before the laps of the registration.</p>
	Final Submission

ELECTRONIC PAYMENT BY RTGS / NEFT / E-TRANSFER DETAILS:

BENEFICIARY NAME	BHARAT DYNAMICS LIMITED
NAME OF THE BANK	UNION BANK OF INDIA
BRANCH	BDL CAMPUS BRANCH
Address of Bank	BDL CAMPUS BRANCH, KANCHANBAGH, HYDERABAD – 500058
CONTACT NUMBER OF BANK	040- 24587948, 7259
BANK ACCOUNT NUMBER	104531043010001
ACCOUNT TYPE	CURRENT ACCOUNT
MICR CODE	500026165
IFSC CODE	UBIN0810452
SWIFT CODE	UBININBBBDL
BENEFICIARY ADDRESS (Corporate Office)	BHARAT DYNAMICS LIMITED, Corporate Office, Plot No.38-39, TSFC Building (Near ICICI Towers), Financial District, Gachibowli, Hyderabad, Telangana-500032



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 389 of 459

ANNEXURE-AH

VENDOR REGISTRATION FOR SERVICE PROVIDER

SECTION 1 - Applicant Profile	
Registration Category: Public sector unit, Defence PSU, Government organisation, Large scale industry, Medium Scale industry (MSME), Small Scale industry (MSME), Micro Scale Industry (MSME), NSIC, Dealer / Distributor / Stockist, Agent..	
Name of the Organisation :	
GeM Registration Number & Date	
Address for Registration :	
Door No.	
Street	
City	
State	
Country	
Telephone Number 1	
Mobile number-1	
Mobile number-2	
Email ID 1	
Email ID 2	
Contact Person Name :	
Address for Correspondence:	
Address of Factories: (if applicable)	
Company website:	
SECTION 2- Applicant Profile	
2.1	Type of Ownership :
Individual / Partnership / Ltd company (Pvt / Public) / PSU / Govt Undertaking / Research Institute / Trust / MSME / Joint Venture or other tie up technology, equipment, financial backing and/or project management./ Others-Please Specify *Enclosed copies of Pan (In case of Individual)/Partnership Deed/Articles & Memorandum of Association/ JV Agreement/Certificate of Incorporation/Certificate of Registration etc as applicable, duly Chartered Accountant.	
2.2	(a)Are you a Micro / Small / Medium Scale Industry registered with NISC? (If please enter registration details).
1	Are you MSME (YES/NO)



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 390 of 459

ANNEXURE-AH (Contd...)

a	MSME Certificate Number and date (If yes please enclose copy of MSME certificate)	
b	MSME Type	(Micro / Small/ medium)
	MSME owner ship Gender	WOMEN / MEN
	MSME Reservation	SC / ST
2	Are you Registered with NSIC	(YES/NO)
	NSIC Certificate Number and date (if please enclose copy of NSIC, competency/ Capacity Certificate)	
(b)	Do you have ISO / AS9100 Certification Registration Number and date (If yes, please specify & indicate validity.)	
(c)	In case of certification by other accredited institution, please give details:	
	Institution	
	Type of Certification	
	Valid up to (date)	
(d)	Give details of registration, GeM / PSUs / Central / State Govt. / Major Private Institution / Others (Specify): (Attach necessary certificate from the registering authorities, Attach file.	
	Company Name	
	Registration Number	
	Dated	
	Validity	
	Class / Type of Registration	
	GeM Seller ID	
(e)	Whether Contractor / Service provider is a Startup Enterprise Upload certificate issued by startupindia.gov.in	Yes / No
(f)	Is the company have valid Class 3B Digital Signature Certificate with Firm's Name issued by licensed Certifying Authorities for participation in e-tendering	Yes / No Login ID:



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 391 of 459

ANNEXURE-AH (Contd...)

2.3	Give floor area of your factory and offices. If you own more than one factory please give separate details for each unit: Covered and Un covered area	
	S.No	
	Office/factory	
	Location	
	Area in Square meters	
	Upload front view of the Firm /company/shop	
	GPS coordinates, latitude and longitude with interactive Maps	
2.4	Give a list of your major products / services, you intend to offer as a contractor: (please enclose your company product catalogue)	
	S.No.	
	Major product / services	
	Are you OEM for listed Product	
2.5	Give a list of your major customers to whom you have supplied in the past 3 years: (please attach proof in the form of purchase orders/invoices etc.)	
	S. No	
	Company name and address	
	Products /Services Provided	
2.6	List the names of Owners / Partners / Promoters and Directors / Company Secretary / Holder of Power of Attorney, as applicable, in the format detailed below:	
	Names of Owners / Partners Promoters and Directors Company Secretary Holder of Power of Attorney	
	Address	
	Whether Owner / Partner / Promoter / Director / Company Secretary / Holder of Power of Attorney Extent of share in the Firm / Company as the case may be	



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 392 of 459

ANNEXURE-AH (Contd...)

2.7	List the names & addresses of all associated subsidiary & holding companies, including trusts:
	Company Name
	Address
	Name of the Business
	Relationship with Applicant
	SECTION 3
	Financial Details
3.1	Annual Turnover in the past 3 years:
	Year
	20YY - 20YY
	20YY - 20YY
	Annual Turnover in lakhs
	Profit in lakhs
	Loss in lakhs
3.2	Attach the following audited financial statements, as applicable, for the past three financial years and place a tick mark in appropriate column as confirmation of having enclosed the documents with application. Document is mandatory
	Year
	20YY - 20YY
	20YY - 20YY
	Annual Turnover
	Profit statement
	Loss statement
3.3	Tax Details:
	PAN Number
	GSTIN Registration No. Service Tax No.
	TAN Number
	(copies of the above documents to be enclosed)
	Important Note –Financial Assessment
4	Before the assessment of this application completed, a representative from BDL may contact you concerning the financial and technical information that you have provided. Your co-operation is required to assist in the assessment process. Failure to co-operate may affect registration. The assessment report is specifically for use by BDL for the purpose of assessing Contractors for Registration, and will be treated as strictly confidential.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 393 of 459

ANNEXURE-AH (Contd...)

	In the last 3 years your firm, or any firm with which any of your company's owners, officers or partners were associated, been debarred, disqualified, removed, business dealings banned or otherwise prevented from bidding ?	(YES / NO)
	If yes, state the reference to customer and their orders and the basis for action.	
5	Please provide any additional information, which will help you in securing registration with BDL.	
6	Declaration :	
	(This declaration should be completed by a Proprietor, Partner, Director, or other senior manager who has authority to do so)	
i	<p>I/We declare and confirm that:</p> <p>i. The BDL conditions of registrations are acceptable.</p> <p>ii. All information and attachments submitted in this application are true and correct.</p> <p>iii. I/We are aware that any false information provided herein will result in the rejection of my/our application and cancellation of any registration granted.</p> <p>iv. I/We shall be bound by the acts of duly constituted attorney who has signed this application and any other person who in future shall be appointed by us in his place to carry business of the concern whether or not an intimation of such changes is given to BDL.</p> <p>v. I/We have read and understood BDL's General conditions of contract and agree to abide the same in all respects.</p> <p>vi. I/We undertake to communicate promptly to BDL any change in condition or working of the Firm.</p>	
ii	I/We enclose herewith a pay order/ Banker's draft number on Bank on Date for 200/- as processing fee, OR Transfer vide NEFT to BDL current account which is non-refundable.	
2	Details of Person holding the power of Attorney (If different from above) : (attach attested copies)	
	Name	
	Position	
	Telephone number	
	Mobile number	
	Note :	

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 394 of 459

ANNEXURE-AH

1. All columns in this form may be filled up. If applicant has no information to give on a particular column, "Nil" may be mentioned. In case of columns not relevant in your case, "Not Applicable" may be mentioned. No column should be left blank.
2. This registration is valid for 3 years and vendors have to renew the registration on or before the laps of the registration.

Authorisation Letter For E-Payments :***Enclose e-payment copy.****ELECTRONIC PAYMENT BY RTGS / NEFT / E-TRANSFER DETAILS:**

BENEFICIARY NAME	BHARAT DYNAMICS LIMITED
NAME OF THE BANK	UNION BANK OF INDIA
BRANCH	BDL CAMPUS BRANCH
Address of Bank	BDL CAMPUS BRANCH, KANCHANBAGH, HYDERABAD – 500058
CONTACT NUMBER OF BANK	040- 24587948, 7259
BANK ACCOUNT NUMBER	104531043010001
ACCOUNT TYPE	CURRENT ACCOUNT
MICR CODE	500026165
IFSC CODE	UBIN0810452
SWIFT CODE	UBININBBBDL
BENEFICIARY ADDRESS (Corporate Office)	BHARAT DYNAMICS LIMITED, Corporate Office, Plot No.38-39, TSFC Building (Near ICICI Towers), Financial District, Gachibowli, Hyderabad, Telangana-500032

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 395 of 459

ANNEXURE-AI

GENERAL CONDITIONS OF CONTRACT

Applicable for all works like Civil, Electrical, Mechanical, Communication and Composite Tenders etc.

(Except Term Contract and Annual Maintenance Contract works)

INDEX

Clause No.

1.0 Definitions and Interpretation

- 1.1 Definitions
- 1.2 Singular and Plural
- 1.3 Headings or Notes

2.0 General Obligation

- 2.1 Inspection of Site
- 2.2 Maintenance of Contract Documents
- 2.3 Daily Diary Register
- 2.4 Weekly Progress Reports
- 2.5 Contractor's Site Office and Amenities
- 2.6 Employment of Efficient and Competent Staff on Works
- 2.7 Employment of Licensed Labour Force
- 2.8 Identification Badges / Passes
- 2.9 Assignment and Sub-letting
- 2.10 Contractor's Co-ordination
- 2.11 Security Deposit
- 2.12 Watching and Lighting
- 2.13 Water Supply and Electricity
- 2.14 Compliance with Local Laws etc.
- 2.15 Statutory and other Obligations regarding Workmen
- 2.16 Safety Regulations
- 2.17 Patent Rights and Royalties
- 2.18 Materials obtained from Excavation / Dismantling



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 396 of 459

ANNEXURE-AI (Contd...)

- 2.19 Nuisance
- 2.20 Indemnity and Insurance
- 2.21 Compliance of Instructions

3.0 Execution of Works

- 3.1 Issue of Working Drawings
- 3.2 Sufficiency of Information / Details
- 3.3 Access to Site
- 3.4 Passage of Traffic
- 3.5 Setting-out of Works
- 3.6 Care of Works
- 3.7 Site Drainage
- 3.8 Schedule of Quantities and Rates
- 3.9 Equipment needed for the Works
- 3.10 Work Specification and Mode of Measurements
- 3.11 Materials to be supplied by the Contractor
- 3.12 Reconciliation of Materials
- 3.13 Property in Materials / Equipments and Plant
- 3.14 Storage of Materials
- 3.15 Workmanship and Testing
- 3.16 Inspection and Approval
- 3.17 Removal of Improper Work and Materials / Equipments
- 3.18 Urgent Works
- 3.19 Temporary Suspension of Works
- 3.20 Clearance of Site on Completion

4.0 Variations in the Scope of the Contract

- 4.1 Variations in the Scope of the Work
- 4.2 Valuation of Variations
- 4.3 Modifications to the Contract

5.0 Time for Performance

- 5.1 Commencement of Works
- 5.2 Time for Completion



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 397 of 459

ANNEXURE-AI (Contd...)

5.3 Excepted Risks (Force Majeure)

5.4 Extension of Time for Completion

5.5 Liquidated Damages

6.0 Measurements, Certificates and Payments

6.1 Record and Measurements

6.2 On Account Payments

6.3 Payment of Part Rates

6.4 Completion Certificate

6.5 Final Payments

6.6 Warranty

6.7 Breach of Warranty

6.8 Deduction of Income Tax

6.9 Deduction of GST on Works Contract

7.0 Maintenance and Defects

7.1 Guarantee of Works and Liability for Damages, Defects etc.

7.2 After Sales Services

7.3 Spare Parts and Tools

8.0 Rights, Remedies and Powers

8.1 Determination of Contract due to Contractor's Default

8.2 Rights of the Company after Determination of the Contract due to Contractor's Default

8.3 Cancellation of Contract by the Company

9.0 Packing, Marking, Protection and Dispatch

10.0 Transit Insurance

11.0 Settlement of Disputes

11.1 Decisions by the Company and Engineer

11.2 Arbitration

12.0 Over Payments I Under Payments Detected During Technical Audit:

13.0 Clauses Pertaining to Environmental Protection:

14.0 APPLICABILITY OF CLAUSES

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 398 of 459

ANNEXURE-AI (Contd...)

1.0 DEFINITIONS AND INTERPRETATION:

1.1 DEFINITIONS:

- 1.1.1 In these General Conditions of Contract the following expressions shall have the definitions and interpretations given hereunder:
- 1.1.2 'Company' shall mean "Bharat Dynamics Limited". The rights and obligations of the Company exercisable under the Contract, other than those exercisable by the Engineer or his representatives, shall be exercised by the Authority designated in Annexure-1A hereto. The said Authority shall be Accepting Authority for the purpose of the contract and shall have full powers to revise, amend, withdraw or cancel the actions taken by the Engineer in respect of the powers exercisable by the Engineer.
- 1.1.3 'Contractor' shall mean an individual or firm (Proprietary or Partnership) or Company whether incorporated or not, that has entered into Contract with the Company and shall include his / its heirs, legal representatives, successors and assigns, successors in interest of individuals or persons composing such firms or Company or successors of such firms or Company or the permitted assigns of such individual or firm or Company. Changes in the constitution of the firm or Company, if any shall be immediately notified to the Company, in writing, and approval obtained for continued performance of the Contract.
- 1.1.4 'Contract' shall mean, collectively all covenants, terms and stipulations contained in the various portions of the Contract Agreement and the Annexures thereto.
- 1.1.5 'Works' shall mean the works to be executed in accordance with the Contract.
- 1.1.6 'Engineer' shall mean the officer of the Company designated as such in Annexures hereto or any other officer appointed by the Company from time to time and notified to the Contractor as authorised to act as Engineer for the purpose of the Contract.
- 1.1.7 'Drawings' shall mean, collectively all the drawings attached to the Contract and made a part thereof, and also altogether new drawings issued by the Engineer in terms of the Contract and / or such supplementary drawings as the Engineer may issue from time to time in order to elucidate the said contract drawings or to show details not shown thereon.
- 1.1.8 'Specification' shall mean, collectively all the terms and stipulations contained or referred to in the General Conditions of Contract, Special Conditions of Contract, Detailed Technical Specifications, Schedule of Quantities and Rates, and shall include all such amendments, revisions, removals or additions as may be made during the period of execution of the works and all written instructions to be issued by the Engineer in terms of the Contract, pertaining to the method and manner of



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 399 of 459

ANNEXURE-AI (Contd...)

performing the work or to the quantities and qualities of the work to be performed or materials to be furnished under this Contract.

1.1.9 Wherever in this Contract the words 'Directed', 'Required', 'Permitted', 'Ordered', 'Designed',

'Considered', 'Necessary' or like words are used, it shall be understood that the said directions, requirements, permission, order, design, etc., of the Engineer or the Company are intended. Similarly, words 'Approved', 'Acceptable', 'Satisfactory', or like words shall mean approved by or acceptable or satisfactory to the Engineer or the Company as the case may be, unless any other meaning is plainly intended.

1.1.10 'Site' shall mean the land (s) and other place (s) on, under, in, into or through which the works are to be executed and shall include any other land (s) or place (s) provided by the Company for the purposes of the Contract.

1.1.11 'Contract value' shall mean :

1.1.11.1 In the case of Lump sum Contracts, the price payable to the Contractor as mentioned in the Contract.

1.1.11.2 In the case of Item Rate Contracts, the cost of the Works arrived at after execution of the quantities shown in the Schedule of Quantities and Rates by the item rates quoted by the tenderer and accepted by the Company for the various items or the rates indicated by the company and accepted by the bidder after due reduction of discounts if any.

1.1.11.3 In the case of Percentage Rate Contracts, the estimated value of the Works computed at the rates in accordance with the schedule of Rates specified, adjusted by Contractor's percentage and as accepted by the Company.

1.1.12 'Deviation' shall mean an order given by the Engineer to effect an alteration in addition to, or deduction from or variation from the scope or nature of work to be done in terms of the original Contract.

1.1.13 'Notice in writing' or 'Written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by Registered Post to the last known private or business address or Registered Office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

1.1.14 'Date of commencement of work' shall mean (a) 14 days from the date of Letter of Intent or date of Agreement whichever is earlier or (b) the actual date of handing over of the site to the Contractor, whichever is later. If the date of commencement of



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 400 of 459

ANNEXURE-AI (Contd...)

work is indicated in the letter of intent, this will prevail over other conditions indicated above.

- 1.1.15 'Equipment shall mean and include any plant and equipment or parts thereof, including associated electricals, instruments, materials stores and works to be provided under the contract for achieving completion of works as per specifications.
- 1.1.16 Unless otherwise specified, the latest IS Specifications and Code of Practice for respective items of Works shall be deemed to be applicable to this Work.
- 1.1.17 If there is anything inconsistent between these General Conditions of Contract and the Special Conditions of Contract attached hereto, the latter shall prevail.

1.2 Singular and Plural:

- 1.2.1 Where the context so requires, words imparting the singular shall include the plural and vice-versa

1.3 Heading or Notes:

- 1.3.1 Headings and marginal notes to these General conditions of contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

2.0 General Obligation:

2.1 Inspection of Site:

- 2.1.1 The location of work is detailed in Annexure-1B enclosed. However, the exact location shall be confirmed from the Engineer before taking up the execution of work. Scope of work is indicated Annexure-1B enclosed. The scope of work indicated therein is only indicative of the probable nature of works and the entire scope of work is not limited to the information furnished there. The Contractor shall be deemed to have quoted after having satisfied himself as to the nature the sub-soil, the dimensions, levels, character and nature of all roads, existing drains, sewers, water and other main electrical and communication cables etc., and other things as regards any connections they may have with the works the subject matter of the Contract, and he shall be deemed also to have inspected the Site of the Works and surroundings, the means of access thereto and to have generally obtained his own information on all matters and things which can in any way influence his tender. No claims for extra works or otherwise will be allowed in consequence of any misunderstanding, error or incorrect information on the above mentioned points or of any other inaccuracies in the reference thereto which may *appear* on the drawings or in the specifications or other records nor shall the Contract be nullified in consequence of any such misunderstandings, incorrect information or inaccuracies.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 401 of 459

ANNEXURE-AI (Contd...)

2.2 Maintenance of Contract Documents:

- 2.2.1 The Contractor shall be furnished, free of charge a certified true copy of the Contract Document and two sets of drawings (if applicable) which may be issued during the progress of the work. He shall keep these Documents at the site Office in good order and the same shall at all reasonable times be made available for inspection and use by the Engineer or his representatives or by other Inspecting Officers of the Company.
- 2.2.2 None of these documents shall be used by the Contractor for any purpose other than that of this Contract.

2.3 Daily Diary Register:

- 2.3.1 A Daily Diary Register will be kept in the Engineers Office or at the Site Office. The Contractor or his representative will furnish every day at 09.00 hours, details of work for the day preceding and the Diary will be written up every day and jointly signed by the Engineer and the Contractor or their representatives in token of its correctness. A site order Book, serially numbered in the format to be prescribed by the Engineer will also be kept in the Engineer's Office or at Site Office and all day-to-day instructions to the Contractor will be written in that book. The Contractor or his representative shall report at 09.00 hours every day to see these instructions and sign them at the bottom in token of his having seen them. (This shall be applicable for works costing more than Rs.100 Lakhs for civil and composite works and Rs.30 Lakhs for other works).

2.4 Weekly Progress Reports:

- 2.4.1 The contractor or his representative shall supply all information regarding procurement of materials and progress of work, as required by the Engineer for compiling weekly progress reports. This information shall be supplied before 09.00 hours on every Monday in respect of the preceding week. (This shall be applicable for works costing more than Rs.100 Lakhs for civil and composite works and Rs.30 Lakhs for other works on weekly basis and works costing less than Rs.100 Lakhs for civil and composite works and Rs.30 Lakhs for other works on monthly basis).

2.5 Contractor's Site Office and Amenities:

- 2.5.1 The responsibility for providing any accommodation, feeding and sanitary necessities for the workmen employed by the Contractor "shall be exclusively that of the Contractor and such facilities can be outside the Site provided by the Company. The Company may allot space for the Contractor to build his temporary site office and / or storage shed and the same should not be used for housing any labour or supervisory staff of the Contractor. Unless otherwise directed, the Contractor shall within two weeks of the completion of the Contract, remove the temporary constructions and hand over to the



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 402 of 459

ANNEXURE-AI (Contd...)

Company the space made available to him in a clean and tidy condition, failing which the Completion Certificate will not be issued.

2.5.2 The Contractor shall not allow his workmen to put up any unauthorised hutments, canteens & teashops etc., on the Company's property. These, if any, shall be with the knowledge and prior approval of the Engineer in writing.

2.5.3 It shall be very clearly understood that the Contractor shall not put up any structures for housing his labour or his supervisory staff on the Company's land without the specific prior consent of the Company.

2.6 Employment of Efficient and Competent Staff on Works:

2.6.1 The Contractor shall provide and employ on the Site in connection with the works only such efficient and competent Engineers and Supervisors and other skilled, semi-skilled and unskilled labour as are necessary for the proper supervision and timely execution of the works. Orders given to the Contractor's Engineers / Supervisors shall be considered to have the same force as if these had been given to the Contractor himself. The Contractor shall engage obedient, honest and trust worthy labourers for work. If in the opinion of the Engineer, any labour and staff is found not suitable for work or is of doubtful character, he shall at once be removed from the work. The Contractor shall engage the following minimum Technical staff at site of work apart from the other staff / workers.

2.6.1.1 Graduate Engineer with a minimum of years experience in the relevant field - Nos.

2.6.1.2 Diploma Engineer with a minimum of years experience in the relevant field - No.

2.6.1.3 Wireman with appropriate license. Valid till the probable date of Completion. - No.

2.6.1.4 Any other requirement to be specified.

2.6.2 In the event of the Engineer being of the opinion that the Contractor is not employing on the Works sufficient number of staff and workmen as is necessary for the proper completion of the Works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect take additional staff and labour (at his own expense) specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instruction will entitle the Company to rescind the Contract under clause 8.1.1 of these conditions.

2.6.2.1 In case of non-deployment engineers deduction will be made from the bills as detailed below:



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 403 of 459

ANNEXURE-AI (Contd...)

- i. Degree Holder (Civil/Electrical) with some Experience: Rs. 15,000/- per month.
- ii. Degree Holder (Civil/Electrical) with 2 Yrs or Diploma Holder with 4 Yrs Experience: Rs 22000/- per month
- iii. Degree Holder (Civil/Electrical) with 5 Yrs or Diploma Holder with 3-5 Yrs Experience: Rs. 30000/- per month.
- iv. Resident Engineer: Rs. 45,000/- per month.

2.6.3 Notwithstanding any provisions contained in clauses 2.6.1 and 2.6.2 above, the Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the works any person who, in the opinion of the Engineer misconducts himself or is incompetent or negligent in the performance of his duties and such person shall not be again employed upon the works without the written permission of the Engineer. Any person so removed from the works shall be replaced by the Contractor as soon as possible by a competent substitute.

2.7 Employment of Licensed Labour force:

2.7.1 The Labour force employed for specialized works such as plumbing, Electrical, Welding etc., shall be possessing the valid licence issued by the appropriate authorities

2.8 Identification Badges / Passes:

2.8.1 The Contractor shall provide each of his employees including labour with identification badge E his cost. The employees shall display the badges on their person so that the badges are clear) visible for checking by the gateman as they enter the premises of the Company. The badges shall be serially numbered. The Contractor's initials shall be printed above with an identification number on the badge.

2.8.2 The Contractor should immediately notify the Company if any of the badges is lost and a new one issued in its place, or when badges are carried away by discharged labour. No employee of the Contractor without a badge will be permitted to enter the premises of work, except in such case where special permission of the Company / Engineer is obtained.

2.9 Assignment and Sub-letting:

2.9.1 The Contractor shall not assign or sub-let the whole or any portion or portions of the Contract or allow any person to become interested therein in any manner whatsoever without the prior written approval of the Company. Provided always that the provision of labour on a piece work basis shall not be deemed to be a sub-letting under this clause. The permitted sub-letting of work by the Contractor shall not establish any



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 404 of 459

ANNEXURE-AI (Contd...)

contractual relationship between the sub-contractor and the Company and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

2.10 Contractor's Co-ordination:

2. 10.1 If during the course of the Contractors work, other works of the Company or of other Company's Contractors are also in progress within the same Plant / Site the Contractor is to use his best efforts to work in harmony with all the others and in the best overall interest of the Project / Work.

2.11 Security Deposit: Clause Nos. 2.11.1 to 2.11.5 are not applicable for works viz., mechanical, air-conditioning, air- cooling, electrical, communication & networks, fire alarm & public address systems etc., if tendered individually. Clause Nos. 2.11.6 to 2.11.9 are not applicable for civil and composite tenders.

2.11.1 For the due fulfillment of the Contract by Contractor, a Security Deposit shall be furnished by him as under:

2.11.1.1 An initial security deposit of 2.5% of the Contract value shall be paid by the Contractor by way of Demand Draft payable in the name of the Company from any Nationalised / Scheduled Bank at the time of signing of the agreement. In case where the Contractor had paid the Earnest Money by way of Demand Draft while submitting his tender for the work, the amount so deposited and lying with the Company will be adjusted towards this initial Security Deposit and the balance to make up 2.5% of the contract value shall be payable by the Contractor at the time of signing of the Agreement. Where the Contractor had submitted Bank Guarantee towards Earnest Money, the same will be returned to the Contractor after the receipt of Initial Security Deposit as indicated above. The Registered contractor initial security deposit need not be submitted,

2.11.1.2 A recovery at the rate of 10% of the value of the bill shall be made from all running account bills towards security deposit and such recovery shall be continued until the amounts deposited in terms of sub-clause 2.11.1.1 above and the amounts recovered from the bills total 10% of the contract value. The Security Deposit recovered including the Initial Security Deposit furnished at the time of concluding the agreement shall be returned along with the final bill at the end of contract period subject to satisfactory completion of the work and recoveries, if any.

2.11.2 If the Contractor so desires, he may furnish a Bank Guarantee as per proforma at Appendix-3 from a Nationalised / Scheduled Bank in lieu of payment by Demand Draft

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 405 of 459

ANNEXURE-AI (Contd...)

towards initial security deposit and deductions from the running account bills towards security deposit. Such a Guarantee could be furnished either at the commencement of the Contract or at any time during the period of the Contract. In the latter event, the Contractor may, after furnishing the Bank Guarantee according to sub clause 2.11.1.2 above, claim refund of the actual amount paid by Demand Draft and / or deducted from the running account bills.

- 2.11.3 In all cases, the bank Guarantee should be kept valid up to the date of completion of the Works or the extended period if any.
- 2.11.4 No interest shall be payable by the Company to the Contractor for the amount of the Security Deposit furnished in cash or demand draft or recovered from bills.
- 2.11.5 The Security Deposit or the Bank Guarantee furnished under this clause shall become due for refund or for discharge as the case may be, only after the completion of the Works and settlement of the dues to the Company and after the Contractor furnishes a fresh deposit or Bank Guarantee in accordance with clause 7.1.2 towards Defect liability.

OR

- 2.11.6 The successful tenderer shall give a Bank Guarantee as per proforma at Appendix-3 for 10% of the contract value as Security Deposit, at the time of signing of the agreement at Appendix-2 for satisfactory execution of the contract. This Bank Guarantee shall be kept valid till the completion of the works, final commissioning and issue of a Final Acceptance Certificate by the Engineer.
- 2.11.7 Earnest Money, if any paid by the successful tenderer will be returned after furnishing the Bank Guarantee for the Security Deposit.
- 2.11.8 If the successful tenderer fails to commence the work within the prescribed time specified in the contract the Security Deposit shall be forfeited to the Company and amount recovered from out of the Bank Guarantee furnished by him.
- 2.11.9 The Bank Guarantee furnished as Security Deposit under this clause shall become due for discharge only after the completion of the works, final commissioning and issue of a final acceptance certificate by the Engineer, settlement of dues to the Company and after the Contractor furnishes a Bank Guarantee in accordance with Clause 7.1.4 towards Defect Liability.

2.12 Watching and Lighting:

- 2.12.1 The Contractor shall at his own cost provide night watchmen at all parts of the work were necessary or required by the Engineer. He shall also keep all open trenches, excavations or other dangerous places properly and sufficiently lighted



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 406 of 459

ANNEXURE-AI (Contd...)

between sunset and sunrise and shall provide and fix proper fencing hoards and temporary bridges to protect and assist the normal traffic. The Contractor shall also at his own cost erect temporary fences on the Site where required by the Engineer.

- 2.12.2 The contractor shall specifically note that the site of work shall be maintained neat and tidy and no construction materials / debris are left lying haphazardly at the site of work. The site of work shall be cordoned off with temporary fencing / barricading with GI sheets / PVC sheets / or and other suitable materials as directed by Engineer-in-charge at his own cost

2.13 Water Supply and Electricity:

- 2.13.1 Unless otherwise provided in the Contract, the Contractor shall be responsible for all the arrangements needed to obtain supply of water and electricity necessary for the Work at his own cost.

2.14 Compliance with Local Laws etc.:

- 2.14.1 The Contractor shall comply with all Acts, Rules, Bye-Laws, Regulations and all other statutory requirements local or other Authorities having jurisdiction over the site and shall be responsible for the payment of all fees and other charges and giving and receiving of all necessary notices, and keep the Engineer informed of the said compliance with such Act, Rules, Bye-Laws, Regulations, Statutory requirements, payments made, notices issued and received.

2.14.2 The following clauses shall be applicable for Electrical works:

- 2.14.2.1 The installation, testing and commissioning of all electrical works shall generally be in conformity by Electricity regulatory commission and Electricity Supply Companies, as amended up to date, relevant Indian Standard Code of Practices for Electrical Installation in Buildings (latest), National Electrical Code (latest) and Supply Regulations as stipulated.
- 2.14.2.2 The Contractor shall ensure that the electrical works shall be carried out by the agency holding valid electrical Contractor's License of appropriate class issued by the State Electrical Inspectorate and licensed wiremen.
- 2.14.2.3 Installation work shall be carried out under the supervision of a Supervisor holding the supervisory competency certificate issued by the State Electrical Inspectorate.

2.15 Statutory and other Obligations Regarding Workmen:

- 2.15.1 The Contractor shall comply with Central / Local and State Regulations and Enactments pertaining to workmen and labour and the Engineer shall have the right to enquire into and decide all complaints on such matters.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 407 of 459

ANNEXURE-AI (Contd...)

- 2.15.2 The Contractor shall remain liable for the payments of all wages or other money to his employees or labourers under the Minimum Wages Act, Payment of Wages Act, Employees Liability Act, Workmen's Compensation Act, PF and ESI Act or any other enactments and rules made applicable from time to time. The Contractor shall also comply with the provisions of the Apprenticeship Act, Contract Labour (Regulation and Abolition) Act and the Rules and Orders issued there under from time to time.
- 2.15.3 The Contractor shall be liable to pay the wages directly to the workmen employed by him on the works without the intervention of any Jamedars or Thekadars and the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamedars / Thekadars from the wages of the workmen.
- 2.15.4 It is obligatory on the part of the Contractor to forward the declaration forms to the ESI authorities for issue of ESIC numbers, make timely contribution towards ESI and PF in accordance with the provisions of relevant acts from time to time in respect of labour engaged by him for all the works executed in the Company. The Contractor should contact the jurisdictional ESI and PF authorities and arrange to observe all formalities such as maintenance of muster rolls, opening of identification cards, making remittance etc. The proof of having remitted ESI and PF contribution as well as clearance obtained from the authorities will have to be given by the Contractor while preferring the bills.
- 2.15.5 The Contractor shall work only during the daylight hours as approved by the Engineer unless he obtains the prior written approval of the Engineer to do otherwise. If such approval is given, no liability in respect of any excess cost arising there from shall be borne by the Company.
- 2.15.6 The Contractor shall be solely liable for all the pecuniary and other consequences arising on account of any violation or default by him in respect of the provisions of the above mentioned Acts and Regulations and any other statutory, obligations which may be in force regarding the conditions of employment of workmen from time to time. In addition, any such failure or violation or default will constitute a breach of the Contract conditions and is liable for action in terms of Clause 8.1.1.3. Contractor shall indemnify BDL from all such obligations and submit an indemnity bond as detailed in Annexure-M
- 2.15.7 In case of new workers not having ESI number, they will be allowed to the work site only after the declaration forms are filled and submitted to the Security / Personnel Department.
- 2.15.8 It is also obligatory on the part of the Contractor to make timely contribution towards PF in accordance with the provision of PF Act in respect of labour engaged by him for all works executed in the Company.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 408 of 459

ANNEXURE-AI (Contd...)

- 2.15.9 For the purpose of remittance of ESI / PF the Contractors who do not possess their own code numbers may remit the same in Company's code numbers. In case of Contractors / firms / establishments having their own code numbers for PF and ESI, they may remit the contributions in their respective codes. However, in such cases, copies of muster roll, wage register, ESI / PF remittance, copies of the returns shall be furnished to the Engineer for verification and records while preferring bills.
- 2.15.10 The Contractor's workers will be permitted to enter the work site only on production of documentary evidence in support of the Contractor in possession of valid license under Contract Labour (Regulation and Abolition) Act 1970; having remitted contribution promptly to PF and ESI with the declaration that, it covers for all the labourers working against this contract.
- 2.15.11 The Contractor is also required to furnish the data in respect of the workers engaged by him against the work order / job contract etc., including the details of PF, ESI No. etc., to Engineer / Executive-in-charge of work and CSO.
- 2.15.12 The Contractor shall be responsible for obtaining power sanction / approval from the State Electricity Board / Electrical Inspectorate etc., as required including licensing services unless otherwise specified. The statutory payments for arranging power supply shall be paid by the Contractor initially. All statutory payments paid by the Contractor to the Govt. Bodies in this regard will be reimbursed based on the proof of incurrence of such costs. The Contractor shall furnish the power sanction, approval etc., of the above agencies after arranging the power supply.
- 2.15.13 The inspection fee etc. shall be paid by the Company only for the first Inspection. In case of defects being pointed out by the above agencies, the Contractor shall remove these defects at his own cost and arrange for re-Inspection by the above agencies till such time the installation is finally approved and required certificate is issued. The Contractor shall bear all expenses and deposit the necessary fee for the second and subsequent inspection by the above agencies.
- 2.15.14 The Contractor shall be responsible for getting approval / permission for water Supply, sewage disposal connections including road cutting etc., unless otherwise specified as required from the concerned State Government authorities / agencies like Water Supply and Sewerage Board, Town Development Authority, Electricity Board etc. Only the initial fee paid by the Contractor to Government bodies will be reimbursed based on the proof of incurrence of such costs. Contractor shall be responsible for carrying out requisite works for water supply, sewerage connections and cable laying etc., including servicing the lines / cables and linking the same for main lines including requisite meters.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 409 of 459

ANNEXURE-AI (Contd...)

2.16 Safety Regulations:

- 2.16.1 During the execution of work, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting work necessary for the stability and safety of all the structures, excavations and works and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.
- 2.16.2 The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or Company property and shall post such lookout men as may in the opinion of the Engineer be required.
- 2.16.3 The Contractor must take sufficient care in moving his construction plants and equipments and other materials from one place to another so that they do not cause any damage to the property of the Company or the public, particularly to structures, overhead wires and cables (Laid underground or otherwise). In the event of any damages resulting to any property as aforesaid, the cost of such damages including eventual loss of working hours in any Plant as estimated by the Company, shall be borne by the Contractor.
- 2.16.4 The contractor shall, at his cost, provide all necessary facilities such as ladders, scaffolding, railing, platform, inspection lamps, safety ropes etc., for the safe working of his or his sub- contractor's workmen and also for the inspection of the Works by the Company's officials. The contractor shall provide safety footwear in the form of leather shoes for the workmen engaged for the work and insist them wear the same as safety point of view.
- 2.16.5 In case of dismantling / demolition, the Contractor shall take necessary care not to damage the existing structure / materials while executing the proposed work and any damage, if caused, should be rectified by the Contractor at his cost so as to restore the structure / materials, as they existed earlier.
- 2.16.6 The Contractor shall also comply with the safety code as detailed at Annexure-1C.
- 2.16.7 The Contractor shall report all accidents immediately to the Department who will make arrangement for forwarding of the reports to the concerned authorities.
- 2.16.8 As per the Factories Rule, permit to work system shall be followed. Contractors are therefore required to obtain the necessary work permit through the indenting department / division duly certified by the safety Engineering department before starting the work. Whenever such work permit is obtained for carrying out work on existing LT network, the Contractor should ensure that his authorised representative who avails work permit remain in the work spot till the completion of the work and give clearance to the Engineer or his authorised representative for charging the system.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 410 of 459

ANNEXURE-AI (Contd...)

2.17 Patent Rights and Royalties:

2.17.1 The Contractor shall fully indemnify the Company and all agents, servants and employees of the Company against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or part thereof included in the Contract In the event of any claims being made or action being brought against the Company or any agent, or servant, or employee of the Company in respect of any of the matters aforesaid, the Contractor shall be notified thereof for taking necessary action at his cost.

2.18 Materials obtained from Excavation I Dismantling:

2.18.1 All useful materials (obtained from dismantling / demolition) and all fossils, coins, articles of value etc., which are found during the excavatidn or,any other work should be moved to Company's stores and stacked there neatly as directed at no extra cost to the Company.

2.18.2 All materials such as stones, boulders, wood, steel etc., obtained during excavation / dismantling shall become the property of the Company and the same if required and directed by the Engineer shall be stacked at site and or moved to Company's stores and stacked there as directed at no extra cost to the Company.

2.19 Nuisance:

2.19.1 The Contractor shall not at any time do cause or permit anyone to do or cause any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to the Company or to the owners, tenants or occupiers of other properties near the Site and to the Public generally.

2.20 Indemnity and Insurance:

2.20.1 The Contractor shall indemnify and keep indemnified the Company against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in' relation thereto.

2.20.2 The Contractor shall obtain at his expense an Insurance Policy in the joint names of the Company and the Contractor covering the following risks and lodge the policy with the Company.

2.20.2.1 Works including temporary structures, materials, tools etc., on the site against damage by fire, burglary, strikes, riots and civil commotion and natural calamities like floods, earthquake, explosion etc.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 411 of 459

ANNEXURE-AI (Contd...)

- 2.20.2.2 The workmen employed by the Contractor and who have not been covered under ESI against Workmen Compensation Act and other statutory laws where compensation is payable by the Contractor.
- 2.20.2.3 Damages to property of third parties including neighbouring buildings etc. ‘
- 2.20.2.4 Damages to third parties including the visitors, neighbours and other passers-by against any claim that may arise due to accidents on account of the incidental risks, which may occur during the execution of works. The limit of insurance coverage to be taken under Cl. No.2.20.2.3 and
- 2.20.2.5 Shall be 10% of the contract value.
- 2.20.3 In addition to the above, the Contractor shall at his expense obtain a personal accident policy either through LIC or GIC for himself and the partners of his Company concerned with the work.
- 2.20.4 The Company has insured its assets and risks with the Insurance Company indicated in Annexure-1A to the GCC. It is obligatory on the part of the Contractor that the comprehensive Insurance Policy to be obtained by him as mentioned in the above Clauses shall be necessary taken from the said Insurance Company and the Contractor shall take special care to see that the above condition is fulfilled.
- 2.20.5 All claim amounts against the policy shall be payable to the Company and not to the Contractor. He shall keep the policy renewed from time to time even for the extended period of contract, if any, and at the contractors cost until the Company issues the certificate of completion. If at any time, the policy so obtained and kept with, the Company expires; it shall be lawful for the Engineer to stop further payments until the duly renewed policy is lodged with the Company.
- 2.20.6 The Insurance policy shall be obtained for the total value of the work awarded including the cost of materials, if any that may be issued by the Company. Insurance Policy is not required to be obtained: If the value of work is less than Rs.1 Lakh.

2.21 Compliance of Instructions:

- 2.21.1 Whenever the Contractor fails to comply with the instructions of the Engineer, it shall be lawful for the Engineer to have the work done through other Contractors or departmentally or otherwise and the cost incurred thereon shall be deducted from any money due or becoming due to the Contractor.

3.0 Execution of Works:

3.1 Issue of Working Drawings:

- 3.1.1 Sufficient quantum of approved working drawings marked valid for construction shall be issued by the Company to the Contractor at the beginning to start with and further



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 412 of 459

ANNEXURE-AI (Contd...)

working drawings necessary to proper execution and completion of works will be issued progressively during the pendency of the Contract. The Contractor shall not be entitled to put forth any claim(s) whatsoever on account of delay in receipt of drawings.

- 3.1.2 The tender drawings have been evolved tentatively based on the information available, but the dimensions and details etc., are liable to changes. The Contractor shall not be entitled to claim any higher rate or compensation on this account. The Contractor, will therefore, be required to execute the work as per detailed approved drawings issued from time to time.
- 3.1.3 The tender drawings indicate the extent and general arrangement of various equipments, items and their wiring etc., and are essentially Diagrammatic. The work shall be carried out as indicated in the drawings and as directed / required. However, if any minor change is found essential to co-ordinate the installation of this work with other works, the same shall be made without any additional cost on this account.

3.2 Sufficiency of Information / Details:

- 3.2.1 The Contractor shall from time to time check all drawings and specifications furnished to him on their receipt and shall promptly notify the Engineer of any omission or discrepancies thereof. In case of ambiguities or discrepancies between drawings and specifications or Schedule of Quantities and Rates or any of them with each other, the case shall be referred to the Engineer in writing, and his decision shall be final and binding on the Contractor.

3.3 Access to Site:

- 3.3.1 The contractor shall make temporary arrangements at his own cost for any approaches / accesses required for the movement of men and materials to his working places and material yard within the boundary of the site. If directed by the Engineer the contractor shall remove and make good temporary arrangements after completion of the works.
- 3.3.2 During the progress of work, the Contractor shall keep the Site reasonably free from all unnecessary obstructions. The existing roads or watercourses or pipes, electrical lines and conduits shall not be blocked, cut through, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer in writing.
- 3.3.3 All operations necessary for the execution of the work and for the construction of any temporary work shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the public or the access to the use and occupation of public or private roads, including approach roads from the main road and footpaths, and of properties whether in the possession of the Company or any person.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 413 of 459

ANNEXURE-AI (Contd...)

- 3.3.4 All compensation claimed for any unauthorised closure, cutting through, alteration, diversion or obstruction to such roads or water courses, etc., against the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of the Contract or otherwise according to law.

3.4 Passage of Traffic:

- 3.4.1 During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting or telephones, etc., which may be interrupted by reason of the execution of the Works and shall erect and maintain at his own cost diversions, barriers, lights and other safeguards as prescribed by the Engineer for warning or regulation of traffic and shall provide the watchmen necessary to prevent accidents. The Works, shall in such cases, be prosecuted night and day if so ordered by the Engineer and with such vigour so that the traffic may be impeded for as short a time as possible. No claim for extra payment shall be entertained by the Company in this regard.

3.5 Setting-out of Works:

- 3.5.1 The Contractor shall be responsible for the true and perfect setting out of the Works and for the correctness of the positions, levels, dimensions and alignment of all parts of the Works. All measurements shall comply with the dimensions noted on the drawings and / or as directed. If at anytime during the progress of Work, any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the Work, the Contractor, on being required to do so by the Engineer, shall at his own expenses rectify such errors to the satisfaction of the Engineer notwithstanding that he may have been assisted by the Engineer in setting out the same earlier.

3.6 Care of Works:

- 3.6.1 In the event of any accident or failure occurring or being likely to occur in or. On the works which, in the opinion of the Engineer, required immediate attention either during the work period or the defect liability period, the Engineer may direct the Contractor by written notice to take necessary remedial action and if the Contractor fails to take action as directed by the Engineer within 3 days of such notice, the Company may, by its own workmen or employing any other agency, make the necessary repairs or precautionary works and recover the costs from the Contractor.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 414 of 459

ANNEXURE-AI (Contd...)

3.7 Site Drainage:

- 3.7.1 All water, which may accumulate on the Site during the progress of the Works, or in trenches and excavations, shall be removed promptly from the Site to the satisfaction of the Engineer and at the Contractor's expense.

3.8 Schedule of Quantities and Rates:

- 3.8.1 The Schedule of Quantities and Rates attached to the Agreement indicates the quantities to be executed. But it is to be clearly understood that these quantities are approximate and are liable to omission, variations, alterations by deductions or additions or deletions at the discretion of the Company. The Contractor shall neither be entitled for any revision of rates owing to variations in actual quantities of work done in relation to the quantities indicated in the Schedule of Quantities and Rates nor shall be entitled to any loss of consequential profits or for any other damages arising thereof. The Contractor shall be paid only for the actual quantities of work executed and according to the accepted tender rates. “
- 3.8.2 The probable items envisaged have been indicated in the SOQR. It is not obligatory on the part of the Company to execute all the items and only the items as necessitated to suit the requirement of works will be operated. Also the quantum of work under each item is at the discretion of the Company.
- 3.8.3 The rates indicated against each item in the Schedule of Quantities and Rates shall be deemed to compensate for all minor constructional details which are not specifically mentioned, but are fairly and obviously intended and are essential for the full and final completion of the Works and the Contractor is not entitled to make any extra claims on this account.
- 3.8.4 The rates quoted by the Contractor under each item of work shall be for the complete finished work and shall be inclusive of all materials, labour, tools, plant, equipment, transport, hoisting, setting, fixing and including all royalties, taxes and duties, sales tax on works contract, insurance, PP and ESI contribution to labour as per the relevant acts and rules made applicable from time to time (except to the extent specifically excluded). Service Tax will be excluded from the above and will be paid separately to the contractor, if applicable, based on the documents furnished by them. The quoted rates shall remain firm during the entire period of Contract and shall not be subjected to any escalation either due to increase in cost of materials, labour, equipments, transport etc., or for any other reason whatsoever, during the entire period of the Contract.
- 3.8.5 The tenderers shall note that 'C' form will not be issued by the Company.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 415 of 459

ANNEXURE-AI (Contd...)

3.9 Equipment needed for the Works:

- 3.9.1 The contractor shall, at his own expense, provide all the Equipments required for the works.
- 3.9.2 All equipment to be provided by the contractor shall be in conformity with the specifications laid down or Referred to in the contract and the contractor shall, if requested by the engineer furnish proof to the satisfaction of the Engineer, that the equipment so comply.
- 3.9.3 The contractor shall, at his own expense and without delay, provide to the Engineer samples / details of Equipments proposed to be used in the works. The Engineer shall within a reasonable time after receipt of samples or within such further period as intimated to the contractor in writing, inform the contractor whether the samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to procure fresh samples complying with the required specifications, for approval by the Engineer.
- 3.9.4 The Engineer shall be entitled to have tests carried out as specified or referred to in the contract for any Equipment provided by the contractor at the cost of the contractor and the contractor shall provide at his expense all facilities which the Engineer may require for the purpose. if no tests are specified in the contract but certain tests are considered necessary by the Engineer, the contract shall provide all facilities required for the purpose and the charges for these tests shall be borne by the contractor.
- 3.9.5 All equipment and parts thereof shall be of such design as to property and satisfactorily function under all Conditions of loading and operation. All the components of equipment shall have proper factor of safely, maximum efficiency and minimum wear. They shall be able to withstand the environmental conditions encountered at the specific location whether specifically mentioned in the specification or not. Equipment shall be *new* free from defects and of best quality. All the equipments shall conform to the latest revised relevant Indian standards. Equipment which do not conform to either Indian standards or any other international standards accepted in India shall be got approved by the Engineer by furnishing a sample and the same shall bear a test certificate and performance certificate from recognized test house.
- 3.9.6 All lifting and crane arrangements etc. required for erection and installation of equipment shall be the Responsibility of and be owned / hired by the contractor. These equipments shall have valid test certificates from the inspector of factories.

3.10 Work specification and Mode of Measurements:

- 3.10.1 The specifications and mode of measurements to be followed for the building and other civil works / services shall be in accordance with CPWD specifications and

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 416 of 459

ANNEXURE-AI (Contd...)

relevant Indian standards (latest edition) for all other works as indicated in Annexure-1A unless otherwise clearly specified in the Schedule of Quantities and Rates and in Detailed Technical Specifications read together with the drawings issued under the contract.

- 3.10.2 The work specification and mode of measurement to be followed for all electrical works shall be in accordance with the relevant Indian Standards (latest edition) applicable for electrical installation in buildings unless otherwise clearly specified in the Detailed Technical Specifications or in the Schedule of Quantities and Rates of this contract.
- 3.10.3 In the absence of specifications and mode of measurements for the particular work in the said CPWD specifications the provisions contained in the relevant Indian Standard Code of Practice (latest edition) shall be followed. In case neither CPWD specification nor the relevant IS code of practice clearly indicate the specifications to be adopted for any particular type of work, the same shall be determined by the Engineer in accordance with the local specification, good engineering practice and manufacturer's recommendations. The decision of the Engineer shall be final and binding on the Contractor.
- 3.10.4 Notwithstanding the foregoing provisions, if there is any discrepancy / difference between the description of the standard specification and mode of measurement in the CPWD / IS and the description of the specification / mode of measurement for such items in the schedule of quantities and rates / detailed technical specification and drawings, the following order of preference shall be followed in all such cases.
- 3.10.4.1 Specification / description of items including mode of measurement specified (if any) in the schedule of quantities and rates.
- 3.10.4.2 Detailed Technical Specifications.
- 3.10.4.3 Drawings.
- 3.10.4.4 CPWD Specifications / IS code of practice as applicable under the provisions of clause 3.10.1 and 3.10.2 above.
- 3.11 Materials to be supplied by the Contractor:**
- 3.11.1 Unless otherwise specified, the Contractor shall at his own expense, provide all the materials required for the Work.
- 3.11.2 All materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the Contract and the Contractor shall if requested by the Engineer, furnish proof, to the satisfaction of the Engineer that the materials so comply.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 417 of 459

ANNEXURE-AI (Contd...)

- 3.11.3 The Contractor shall procure all the materials required for the work from the approved manufacturers / distributors only, as directed by the Engineer, and shall furnish, if demanded, a copy of purchase order for scrutiny by the Engineer.
- 3.11.4 The Contractor, shall, at his own expense and without delay, supply to the Engineer samples of materials proposed to be used in the Works. The Engineer shall within a reasonable time after supply of samples or within such further period as intimated to the Contractor in writing, inform the Contractor whether the samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to procure fresh samples complying with the required specifications, for approval by the Engineer.
- 3.11.5 All materials required for proper execution of work shall be procured and stored at site before taking up the day's work to ensure that the work is not suffered for want of any of the required materials. The Contractor will be permitted to start the work only when all the materials have reached the site of work and got approved by the Engineer. Further, as far as possible, materials shall be transported to working place just prior to their actual use and shall not be left lying around indefinitely. Instructions of the Engineer shall be followed strictly in this regard.
- 3.12 Reconciliation of Materials**
- 3.12.1 The contractor shall maintain proper accounting and records for procurement, usage and balance availability of important materials like cement, paint, bitumen, anti-termite chemicals etc., on day-to-day basis and shall obtain the approval of the Engineer. The difference between the actual quantity of cement / paint / bitumen / anti-termite chemicals etc., brought by the contractor for use on the works and the theoretical quantity of materials to be used on the work calculated based on the final measurements of work and based on the co-efficient given in CPWD / NBO analysis of rates will be compared. The under-utilization, if any; beyond the permissible 5% under usage shall be charged at the penal rate as specified in Annexure-1A and recovered from the bill of the Contractor. The penal recoveries are without any prejudice to the rights of the Company to take any other action under the Agreement.
- 3.13 Property in Materials / Equipments and Plant:**
- 3.13.1 The Contractor shall make at his own cost arrangements for all the necessary plant, equipment, tools and tackles required for the work. The Contractor must undertake to ensure that all tools and tackles are available at the site in perfect working order and properly maintained till the completion of contract. The Contractor shall submit the list of equipment, which he proposes to bring to the site. Tools and tackles shall not be removed from the site without the prior permission of Engineer-in-charge.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 418 of 459

ANNEXURE-AI (Contd...)

3.13.2 All materials / equipments and plant after immediately being brought by the Contractor upon the Site or on the land occupied by the Contractor in connection with the works shall be deemed to be the property of the Company and shall not be removed from the Site without the prior written approval of the Engineer. Such of them as during the progress of the Works are rejected by the Engineer or are declared by him not needed for the execution of the Works or such as on the grant of the Certificate of Completion remain unused shall, immediately on such rejection, declaration or grant, cease to be deemed as the property of the Company and the Contractor may then (but not before) remove them from the Site or the said land after obtaining written approval of the Engineer. This clause shall neither in any way diminish the liability of the Contractor nor shall the Company be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed due to fire, tempest, floods or otherwise.

3.14 Storage of Materials:

3.14.1 The Contractor shall at his *own expense* provide suitable sheds and storage yards in such places and in such numbers as in the opinion of the Engineer are needed for orderly and proper storage of materials either supplied by the Company or brought by the Contractor for the Works. He shall obtain approval in writing from the Engineer for the erection of such sheds and storage yards before undertaking construction thereof. Storage and safe custody of materials shall be the responsibility of the Contractor.

3.14.2 The Contractor shall take care to see that the materials such as timber, lime, cement and the like which are likely to deteriorate / cause damage by the action sun, wind, rain, dampness or other natural causes due to exposure shall be protected by providing suitable covered sheds at his own cost. The method of storing of materials shall be as described in the CPWD specifications and or as directed.

3.15 Workmanship and Testing:

3.15.1 The work to be done under the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner, with material / equipments of the best and most approved quality of their respective kinds, and both the work and materials / equipments should conform to the particulars contained in or implied by the specifications and as referred to and represented in the Drawings or in such other additional particulars, instructions and documents as may be found requisite to be given during the execution of the Works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractor may from time to time receive from the Engineer. The materials / equipments may be subjected to tests by means of such machines,



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 419 of 459

ANNEXURE-AI (Contd...)

instruments and appliances as the Engineer may direct and such tests shall be carried out by the Contractor wholly at his expense. The testing charges for conducting mandatory tests including the cost of materials to be tested and all other incidental charges such as carriage to the test laboratory etc., shall be borne entirely by the contractor. The testing shall be done in Govt. / NABL accredited / Govt. Approved laboratory only. It may be specifically noted that the tests to be conducted are not limited to the mandatory tests alone and additional tests if required and directed by the Engineer on any materials including the approved makes etc., shall be carried out by the Contractor.

3.15.2 The Engineer shall be entitled to have tests carried out as specified or referred to in the Contract for any materials supplied by the Contractor and the Contractor shall provide all facilities which the Engineer may require for the purpose. If no tests are specified in the Contract, but certain tests are considered necessary by the Engineer, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne as under:

3.15.2.1 The electrical installation executed shall be tested in accordance with standard testing procedures in the presence of Engineer or his authorised representative. The Contractor shall ensure that the test results are satisfactory and in conformity with the standard test results accepted for such works.

3.16 Inspection and Approval:

3.16.1 All equipments and parts thereof shall be inspected and tested by the contractor before shipment. In addition, equipments or parts thereof shall be subjected to shop inspection and testing by the Engineer or his representative before shipment to ensure conformity with the accepted laid down specifications. No equipment shall be shipped without the prior written consent of the Engineer or his authorised representative. The contractor is responsible for providing all tools, instruments and other requirements for conducting such also inspection and testing by the Engineer or his representative he contractor shall also provide all facilities to the Engineer or his representative for inspecting and testing. However, the shop floor inspection of equipments by the Engineer or his representative before shipment shall not prejudice Company's claim for rejection of the equipments on final inspection at site and does not relieve the contractor from the responsibility that all equipments provided shall be free defects and suited in all respects for the purpose intended.

3.16.2 The Contractor shall provide at all times during the progress of Work and also during the defect liability period proper means of access with ladders, gangways etc., and the necessary attendants to move and arrange things as directed for the inspection or measurements of work by the Engineer or his representative.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 420 of 459

ANNEXURE-AI (Contd...)

- 3.16.3 All Works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer or his authorised representative when each stage is ready. In default of such notice, the Engineer shall be entitled to appraise the quality and extent thereof.
- 3.16.4 No Work shall be covered up or put out of view by the Contractor without the approval of the Engineer or his authorised representative and the Contractor shall afford full opportunity for examination and measurement of any Work which is about to be covered up or put out of view. Similarly, no work involving pre measurement shall be taken up without a specific authorisation by the Engineer. The Contractor shall give reasonable notice of not less than 2 days but not more than 4 days in any case, in writing to the Engineer or his representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurement in order that the work may be inspected and approved by the Engineer or that correct dimensions may be taken before being so covered up. The Engineer or his representative shall, without unreasonable delay, unless he considers it to be unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or materials intended to be covered up. In the event of the failure of the Contractor to give such notice, such work / materials shall be uncovered, if required by the Engineer or his representative at the Contractor's expense. .
- 3.16.5 The Contractor shall uncover any part of the Works and / or make openings in or through the same as the Engineer from time to time directs for his verification and shall reinstate and make good such part to the satisfaction of the Engineer. If any such part has been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and or making openings in or through reinstating and making good the same shall be borne by the Company. In any other case all such expenses shall be borne by the Contractor.
- 3.16.6 The Contractor shall leave necessary holes / openings / recesses in the foundations, plinths, walls, R.C.C. roofs and similar Works where and as required by the Engineer for passage of pipes, cables, wires, etc., and make good later without any extra cost to the Company.
- 3.17 Removal of Improper Work and Materials / Equipment's:**
- 3.17.1 The Engineer shall have power to check and reject at any stage such work which he considers to be defective in quality of materials / equipments or workmanship and nothing shall prevent him from rejecting wrought materials (i.e., materials made



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 421 of 459

ANNEXURE-AI (Contd...)

ready for use on works) which have been previously passed by him in an unworked condition. The Contractor shall immediately arrange to replace the defective materials / equipment's by proper and suitable materials / equipments with the approval of the Engineer and carry out rework of the rejected work at his own cost and to the satisfaction of the Engineer. In the event of failure on the part of the Contractor to carry out his obligations under this clause, the Engineer shall have the right to get the work done through other agencies at the risk of the Contractor and to recover the cost in full from the Contractor.

- 3.17.2 All rejected materials / equipments will at once be removed from the Site by the Contractor to such distances as may be desired, failing which the Engineer after giving three day's notice in writing may do so and recover the cost of removal of the same from the Contractor.

3.18 Urgent Works:

- 3.18.1 If any urgent work (in respect whereof the decision of the Engineer shall be final and binding) becomes necessary for safety of the Work or personnel and the Contractor is unable or unwilling to carry it out, the Engineer shall have right to employ departmental labour or other agencies as he may consider expedient. All expenses incurred on it by the Company shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

3.19 Temporary Suspension of Works:

- 3.19.1 The Engineer shall have the right to require the discontinuance of the work in whole or in part for such time as may be necessary, should the condition of work or weather or other contingencies make it desirable to do so in order that the works shall be well and properly executed. Extension of time shall be granted to the Contractor for discontinuance of work so required provided the suspension is for a period of at least one month in a single spell. No other claim in this respect for compensation or otherwise, however, shall be admitted.
- 3.19.2 During the inclement weather, the Contractor shall suspend concreting work for such time as the Engineer may direct and shall protect from damage all works and materials in the course of constructions / erection.
- 3.19.3 Should work be suspended by reason of rain, strike, lock outs or other causes, the Contractor shall take all necessary precautions for the protection of Works and shall at his own expense make good any damage arising from any of these causes.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 422 of 459

ANNEXURE-AI (Contd...)

3.20 Clearance of Site on Completion:

- 3.20.1 As a part of the work* included in this Contract, the Contractor shall completely remove and satisfactorily dispose off all temporary works to the extent directed. He shall tear down and dispose off all temporary buildings, shall remove or grade to the extent directed all embankments made for construction purposes, shall satisfactorily dispose off all rubbish resulting from the operations under this Contract and shall do all work necessary to restore the territory embraced within the Site of his operations to atleast as good order and conditions as at the beginning of the Work under this Contract.
- 3.20.2 No final payment in settlement of the accounts for the Works will become due and shall be made to the Contractor till, in addition to any other conditions necessary for such final payment, site clearance has been effected by him. In the event of his failure to comply with this provision within fourteen (14) days after receiving notice to that effect, such clearance may be made by the Engineer at the expenses of the Contractor. Should it become necessary for the Engineer to have the Site cleared at the expense of the Contractor, the Company shall not be held liable for any loss or damage to such of the Contractor's property as may be made on the site and due to such removal there from, which removal may be effected by means of public sale of such materials and property or in any other way as deemed fit and convenient by the Engineer.
- 3.20.3 After completion of the work, the whole area should be left clean of all rubbish etc., before handing over the site.

4.0 Variation in the Scope of the Contract:

4.1 Variations in the Scope of the Work:

- 4.1.1 The Engineer shall have the power to make any alterations / variations / deletions / additions or substitutions from drawings, specifications, designs and instructions that may appear to him to be necessary or advisable during the progress of the Works and the Contractor shall be bound to carry out the work in accordance with any instructions which may be given to him by the Engineer in writing. Such alterations / variations / deletions / additions or substitutions shall form part of and be read as incorporated in the agreement itself.

4.2 Valuation of Variations:

- 4.2.1 If, in the opinion of the Engineer, the variation is minor in nature which does not call for any adjustment in price, the decision of the Engineer, will be final. In other cases, the rates of additional, altered or substituted work shall be determined by the Engineer in the following manner:



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 423 of 459

ANNEXURE-AI (Contd...)

- 4.2.1.1 If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities and Rates, the Contractor shall carry out the additional, altered or substituted items at the same rate. In the case of composite tenders, where two or more Schedule of Quantities and Rates form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities and Rates of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other Schedule of Quantities and Rates.
- 4.2.1.2 If the rate for any, additional, altered or substituted items of work is not specified in the Schedule of Quantities and Rates, the rate for such item shall be derived from the rate of the nearest similar item specified therein. In case of composite tenders where two or more Schedule of Quantities and Rates form part of the Contract, the rate shall be derived from the nearest similar item in the Schedule of Quantities and rates of that particular part of work in which the deviation is involved, failing that from the lowest or the nearest similar items in other Schedule of Quantities and Rates.
- 4.2.1.3 If the rate for any additional, altered or substituted item of work cannot be determined in any of the methods specified above, then such item of work shall be carried out at the rate as worked out and approved by the Engineer on the basis detailed in clause 4.2.1.4 plus 15% to cover overheads and profits of the Contractor'
- 4.2.1.4 The basis of arriving at the quantum of materials and labour to be used for the execution of additional, altered or substituted item of work shall be as per CPWD analysis of rates, Delhi (latest revision). In case the details of quantum of labour and materials are not available in the CPWD Standard for the entire item but the details for sub-heads of the items are available in the said standards, the same shall be taken for arriving at the rate of additional, altered or substituted items of work. In case the Engineer does not find any guiding details in the CPWD Standards, the same shall be taken as per actual observations made at the site of work by the Engineer. The cost of labour shall be as determined by the Engineer on the basis of labour rate indicated in Annexure-1D and considering the actual cost of material. The Contractor shall on demand produce before the Engineer all such original receipts, vouchers, muster rolls, time sheets and other documents as in the opinion of the Engineer are necessary for the proper assessment of the rates. The entire responsibility in this respect devolves on the Contractor and in the event of the Contractor's failure to do so, the Engineer shall be entitled to assess the labour elements and other costs in the proposed rates. The Contractor shall inform the Engineer in writing immediately after coming across a substituted, altered or additional items as per working , drawing and shall make all arrangements to furnish details for ascertaining the cost implications. The Contractor shall take up the item with the written consent of the Engineer pending finalisation of its rates.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 424 of 459

ANNEXURE-AI (Contd...)

4.3 Modifications to the Contract:

- 4.3.1 There are no other understandings between the parties other than as set forth in these Contract documents.
- 4.3.2 In the event of any of the provisions of the Contract requiring to be modified after the Contract documents have been signed, except those directions and orders given by the Engineer under the Contract for the due execution of the Works, the modifications shall be made in writing and signed by both the parties before giving effect to such modifications.

5.0 Time for Performance:

5.1 Commencement of Works:

- 5.1.1 The Contractor shall commence the work within the period stipulated under clause 1.1.14.
- 5.1.2 The Engineer may direct the Contractor to use so much of the Site as may, in the Engineer's opinion, be required in order to enable the Contractor to commence and continue the work and shall from time to time as the work proceeds give the Contractor the use of such further portions of the Site as the Engineer may from time to time consider proper and adequate in that behalf. Phased delivery in the manner aforesaid of the use of Site or any other facilities to be afforded to the Contractor shall not entitle the Contractor to any claims whatsoever.
- 5.1.3 If the Contractor commits default in commencing the execution of the work as aforesaid, the Company shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest money / Security Deposit absolutely.
- 5.1.4 The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencing or executing the Works including delayed availability of Government controlled or other materials or of access to Site and other facilities or delayed receipt of instructions and decisions from the Engineer.

5.2 Time for Completion:

- 5.2.1 The Work shall be completed by the Contractor within the stipulated period indicated in Annexure-1A. The total time allowed for completion of all works under this contract is)Months (including monsoon period) from the date of commencement of work. The contractor shall complete the work in all respects within the above contract period of Months.
- 5.2.2 The completion period shall be inclusive of all the lead time required for Engineering, procurement of raw materials / items, manufacturing, inspection, testing, packing and any other activity whatsoever required including transportations and / or erection, testing and commissioning.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 425 of 459

ANNEXURE-AI (Contd...)

- 5.2.3 The Contractor shall, after acceptance of his tender, but before commencement of Work, submit to the Company a Time and Progress chart for approval showing the order in which he proposes to carry out the Work and also indicating the probable dates of commencement and completion of various parts / section of the Works for works of value more than Rs.25 Lakhs in general and for other works as directed by the engineer. This Time and Progress Chart as approved and accepted by the Company shall be binding on the Contractor. Failure on the part of the Contractor to furnish the chart and to seek approval of the Company for the same will entail withholding of payment against the bills preferred by him under the Contract. The Contractor shall also, whenever required by the Engineer, provide in writing a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. An amount equivalent to 0.01% of the awarded value of work subject to a minimum of Rs.500/- will be recovered from the amounts payable to the Contractor for non-compliance of the stipulations in the above sub clauses, even though the Contractor gets the time and progress chart approved subsequently.
- 5.2.4 If, at any time, it should appear to the Engineer that the actual progress of Work does not conform to the approved programme referred to in sub clause 5.2.3, the Contractor shall furnish, for the approval of the Engineer, a revised programme to ensure the completion of the Works.
- 5.2.5 The Contractor, if directed by the Engineer shall take such steps as may be necessary to improve the progress of work by resorting to overtime work, increase in labour force, increase in the day's quantum of work etc., without any extra cost to the Company.
- 5.2.6 All 'On Account payments to be made to the Contractor shall be subject to a certificate to be furnished by the Engineer that the progress has been in accordance with the approved Time and Progress Chart or such modifications as have been approved by him.

5.3 Excepted Risks (Force Majeure):

Force Majeure means an event beyond the control of the contractor and not involving the contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. Provided the acts of The Government or any state parties of the Vendor which may affect the discharge of the Vendor's obligation under the PO/contract shall not be treated as Force Majeure. If a Force Majeure situation arises, the contractor shall promptly notify the concerned civil department in

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 426 of 459

ANNEXURE-AI (Contd...)

writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. There may be a Force Majeure situation affecting BDL only. In such a situation BDL shall take up with the contractor on similar lines as above for further necessary action.

5.4 Extension of Time for Completion:

- 5.4.1 The Contractor may seek extension of time for completing the work if such extension is required for reasons of exceptionally adverse climatic conditions and such other special circumstances which may occur (which are, however, not such as to constitute force majeure under clause 5.3.1 of the Contract). In such an event, the Contractor shall make a written request to the Engineer in the prescribed format as soon as possible after the reason for extension becomes apparent to him. The request shall give full details of the causes leading to the request and shall also indicate the manner in which the Work is proposed to be regulated with the utmost expedition so as to cause minimum delay with reference to the original Time Chart.
- 5.4.2 The Company shall, taking into account the circumstances and the recommendations of the Engineer, determine the amount of extension of time to be granted, if any, and shall notify the Contractor accordingly.
- 5.4.3 Any extension of time granted under the provisions of this clause shall be without prejudice to other conditions of Contract and will not absolve the Contractor from the obligations of other clauses under the Contract.
- 5.4.4 Provided, however, the Company shall not be bound to grant any extension of time unless the Contractor had made the request for extension in due time after the circumstances which warrant such extension have arisen so as to enable the Engineer to investigate the circumstances as they have arisen or as soon thereafter as is practicable.
- 5.4.5 Where a Bank Guarantee has been furnished by the Contractor in pursuance of clause 2.11.2 (by way of Security Deposit), the Contractor shall immediately arrange to extend the validity of the Bank Guarantee at his cost to adequately cover the extended period of time for completion of work granted under this clause. In addition the contractor shall ensure that the Labour license, Insurance policy as stipulated

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 427 of 459

ANNEXURE-AI (Contd...)

in clause 2.15.10 and 2.20.2 are renewed from time to time at his cost during the extended period of contract till the completion of the project.

- 5.4.6 The Contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed.

5.5 Liquidated Damages:

LD Clause: Time is the essence of the W.O and delivery should be strictly insisted upon according to the delivery schedule given in the SOs/WOs. In the event the contractor fails to deliver the works / service, within the stipulated delivery period, BDL reserves the right to recover from the contractor, LD and not by way of penalty an amount as detailed in terms and conditions. A sum of 0.5% of the price only of the works (Excluding duties, taxes) which the contractor has failed to deliver as aforesaid for each week of delay or part thereof, subject to a maximum of 10%. In case of extension of delivery period, increase in taxes shall not be borne by BDL, if delay is attributable to contractor.

6.0 Measurements, Certificates and Payments:

6.1 Record and Measurements:

- 6.1.1 Measurements shall be taken jointly by the Engineer or his authorised representative and by the Contractor or his authorised representative from time to time and at such intervals as in the opinion of the Engineer shall be proper, having regard to the progress of the Works. It shall be clearly noted that the responsibility of recording measurements and timely submission of bills rests with the contractor and any delay on this account will not be entertained.
- 6.1.2 The final bill must invariably be preceded by a thorough check of measurements of the whole of the Work performed.
- 6.1.3 Before taking final measurements of any Work, the contractor shall give a reasonable notice to the Engineer. If the Contractor fails to submit the final measurements and prolongs it unreasonably, then in any such event the measurements taken by the Engineer or by the person deputed by him shall be taken to be the correct measurement of the Work, and shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of measurement.
- 6.1.4 The Contractor shall, without extra charges provide with every appliance, labour and things necessary for measurement.
- 6.1.5 If a dispute arises between the Engineer and the Contractor as to the quantity or quality of Work performed involving a sum larger than Rs.10,000/- the Contractor may appeal in writing to the Company for re-measurement or reappraisal as the case may



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 428 of 459

ANNEXURE-AI (Contd...)

be within one week from the date of joint measurement. If the Company considers the Contractor's dispute valid, it may appoint an Officer other than the Engineer to go into the matter and the Company's decision given thereupon shall be final and binding on the Contractor.

6.2 On Account Payment:

Clause Nos. 6.2.1 to 6.2.6 are not applicable for works viz., mechanical, air-conditioning, air- cooling, electrical, communication & networks, fire alarm & public address systems etc., if tendered individually.

- 6.2.1 100% payment against bills for the work done (Subject to the required deductions) shall be made to the Contractor based on detailed measurements and certification of bills by the Engineer.
- 6.2.2 For contracts where value exceeds applicable mobilization advance amounting to 10% of the contract value will be paid in two equal installments, the 1st installment within 30 days of the signing the acceptance letter and production of Bank Guarantee for lump sum advance. The 2nd installment will be paid after the Engineer-in-charge certifies that Sufficient Mobilization has taken place and Work upto 5% of the contract value has been executed
- 6.2.3 Bills shall be prepared and submitted by the contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. Based on these joint measurements recorded in the register, the contractor shall submit the bills in both soft and hard copies (three copies) in the prescribed formate along with the detailed measurements item wise. All the pages of, the measurement sheets shall be serially machine numbered and signed by the contractor. The bills along with measurement sheet shall be computer generated and also "suitably programmed for effecting the necessary corrections easily. The bills shall be accompanied with necessary documents such as abstract of quantities, variation statements, reconciliation of materials, part rate statements indicating the extent of work done, statement of secured advance claimed and fulfilling other statutory obligations such as ESI / PF / Insurance / labour license etc. Payment against bills for the work done (Subject to necessary deductions) will be made after the verification and certification by the Engineer of the bill submitted by the contractor.
- 6.2.4 75% of the amount admissible (after necessary deductions) will be paid by the Company within 3 days of presentation of the bill and the balance 25% shall be paid within 10 days of receipt of all clarifications, if any, on the bills submitted and after complying with all the statutory provisions by the contractor with respect to the bills.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 429 of 459

ANNEXURE-AI (Contd...)

- 6.2.5 Advance bills on the works carried out may be allowed by the Company between the running bills to facilitate the progress of work, at the discretion of Engineer in Charge.
- 6.2.6 Normally, bills will be entertained once in a month. However, if the progress of work is not satisfactory with reference to the approved Time and Progress Chart and where the progress of work since the last bill is less than 10% of Contract value, then the Engineer may reserve the certification of any bill submitted by the Contractor. On account payments made to the Contractor shall be without prejudice to the final making up of the accounts. On-account payment cannot by itself imply his having handed over any part of the Works and the liability of the Contractor shall continue to exist till the work is completed, inspected, approved and taken over by the Engineer. It is the sole responsibility of the Contract or to see that the Works are completed and handed over in a satisfactory manner.

OR

6.2.7 THE PAYMENT TERMS SHALL BE As follows:

- 6.2.7.1 70% against delivery of material and on acceptance, on prorata basis of the awarded rates.
- 6.2.7.2 10% against fabrication and erection on prorata basis of the awarded rates and based on the certification of the Engineer.
- 6.2.7.3 20% of the awarded rates against testing, commissioning and handing over after furnishing Bank Guarantee for 10% of contract value towards Defect Liability Period as per GCC.
- 6.2.8 Payments made to the Contractor shall be without prejudice to the final making up of the accounts. It is the sole responsibility of the Contractor to see that the works are completed and handed over in a satisfactory manner. Any payment made to the Contractor cannot by itself imply his having handed over any part of the works and the liability of the Contractor shall continue to exist till the work is completed, inspected, approved and taken over by the Engineer.

(Note-Clause Nos. 6.2.7, 6.2.8, are not applicable for civil and composite tenders.)

6.3 Payment of Part Rates:

- 6.3.1 Payment at part rates against approved tendered rates for certain items may be made in the running account bill at the discretion of the Engineer.

6.4 Completion Certificate:

- 6.4.1 The Works shall be deemed to have been completed in all respects on the day the Engineer certifies that the works have been so completed in accordance with this



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 430 of 459

ANNEXURE-AI (Contd...)

Contract, takes over the completed Works and issues a certificate to that effect. The Defect Liability Period will-start from the said date of completion / handing over of the work.

6.4.2 The following clauses shall be applicable for Electrical and Mechanical works.

6.4.2.1 On completion of work in all respects, the Contractor shall supply to the Company Two complete sets of drawings indicating the complete work as installed. These drawings shall clearly indicate the complete layout of light fittings, conduit runs, wiring diagrams, location of distribution boards, earthing layout, equipment and machine layout etc., as required by the Engineer. (This is applicable for works of value more than Rs.15 Lakhs in general and for other works as directed by the engineer).

6.4.2.2 A sum equivalent to zero point one percent of value of electrical / mechanical works executed subject to a minimum of Rs.500/- will be recovered from the amounts payable to the Contractor for non-compliance of the stipulations in the above sub clause.

6.5 Final Payments:

6.5.1 Based on the measurement of Work performed, in accordance with clause 6.1.2 the Contractor shall submit his final bill for the Works within 3 months of completion of work. The bill shall be based only on Works as measured and at accepted tender rates including rates for any additional or extra work which might have been approved by the Company. All deductions due under the Contract shall be incorporated. The final bill shall be, accompanied by:

6.5.1.1 A copy of the completion certificate issued by the Engineer.

6.5.1.2 A "No Claim Certificate" in the prescribed form or a list of claims if any, not included in the final bill with full details.

6.5.2 The Engineer shall examine and certify the final bill for payment after satisfying that the Works have been satisfactorily completed and that all properties, works and things removed or disturbed or damaged in consequence of the Work have been properly replaced and made good and all expenses and demands incurred or made by or on the Company or in respect of any damage or loss by, from or consequence of the Works have been satisfied, all materials have been returned and the site cleared. In respect of list of claims given by the Contractor, the Company shall examine and either accept or repudiate in whole or in part and convey its decision in writing to the Contractor.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 431 of 459

ANNEXURE-AI (Contd...)

6.6 Warranty:

Note:- This clause is not applicable for civil and composite tenders.

6.6.1 Warranty for Equipment:

6.6.1.1 With respect to the equipment provided by the Contractor under this contract, the Contractor shall be deemed to have furnished to the Company warranties:

6.6.1.1.1 **Of Title:** "The contractor warrants that the equipments are not subject to any security interest, lien or other encumbrance".

6.6.1.1.2 **Against Patent Infringements:** "The Contractor shall at his own expense defend and save the Company harmless from the expenses and consequences of any suit or procedure brought against the user so far as the said suit or procedure is based on a claim that the equipment provided constitute an infringement of any patent in existence on the date of the contract". "In addition the Contractor shall secure at his own expense a fully paid up license or licenses that will permit the user to continue operation of the equipments provided, free of further claim for infringement".

6.6.1.1.3 **Of Performance:** "The Contractor warrants that the equipment provided are-suitable for the purpose or the purpose for which such works are used, conform to promise or affirmations made by the Contractor and conform to specifications stipulated in the contract".

6.6.1.1.4 **Of Fitness:** "The Contractor warrants that the equipments provided are suitable for the particular purpose stipulated in the contract. The Company affirms that it has relied on the Contractor's skills and judgments to select or provide equipment for a particular purpose".

6.6.1.1.5 **Of Quality:** "The Contractor warrants that the equipments are new and of best quality and that the equipment will be free of defects in design, workmanship or materials".

6.7 Breach of Warranty (Not applicable for civil and composite tenders):

6.7.1 In the event of a breach of warranty, the Contractor shall be required to take all necessary action at his expense to correct the breach in the most expeditious manner dictated by the existing circumstances.

6.7.2 Upon oral or written notification of defects or malfunctioning of equipment during normal operation, which requires corrective action, the Contractor shall send the necessary personnel (with the required materials, tools, test equipments and such other items) to site to supervise and assume responsibility for repair. If the Contractor does not expeditiously take steps to correct the defects the Company may at its option do so. However, such action on the Company's part, will not release the Contractor of his



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 432 of 459

ANNEXURE-AI (Contd...)

responsibility and the Contractor inter alia shall reimburse all the expenses incurred by the Company to repair or replace malfunctioning or non-conforming equipments.

6.8 Deduction of Income Tax:

- 6.8.1 Income Tax on the gross amount billed will be deducted from Contractor's bills as per Section 194 (C) of the Income Tax Act.
- 6.8.2 The successful contractor should inform the assessing Income Tax Officer concerned (within one month from the date of issue of work order) about the award of work to him. The successful contractor shall furnish their Income Tax Permanent Account Number (PAN) to BDL while furnishing their bills for **payment**.

6.9 Deduction of GST on Works Contract:

- 6.9.1 Where so required, the gst on works contract as applicable will be deducted at source from the Contractor's bills as per the relevant act or as per the directions of the concerned authorities.

7.0 Maintenance and Defects:

7.1 Guarantee of Works and Liability for Damage, Defects etc.:

Note:-Clause No. 7.1.1 to 7.1.3 are not applicable for works viz., mechanical, air-conditioning, air-cooling, electrical, communication & networks, fire alarm & public address systems etc., if tendered individually.

- 7.1.1 The Defect Liability Period in respect of the Works executed under this Contract is furnished in Annexure-1A. The Contractor shall guarantee the Work against defective materials, and bad workmanship. This guarantee shall be valid for the duration of defect liability period. Any defects, shrinkage or other faults which may appear in the Works within the Defect Liability Period, which in the opinion of the Engineer are due to defective or improper materials or bad workmanship, or the Work not being in accordance with drawings and specifications or instructions shall be made good and / or repaired by the Contractor at his own cost.
- 7.1.2 As a security for the due performance of the above condition the Contractor shall deposit with the **Company an amount equal to 5% of the contract value**. The Contractor may choose to pay this deposit by cash or by adjustment of the Security Deposit paid / recovered from him under the Contract or by furnishing a Bank Guarantee as per proforma at Appendix-4 issued by any Nationalised or Scheduled Bank for the said amount.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 433 of 459

ANNEXURE-AI (Contd...)

8.0 Rights, Remedies and Powers:

- 8.1 Determination of Contract due to Contractor's Default:
 - 8.1.1 If the Contractor:
 - 8.1.1.1 Abandons the Contract.
 - 8.1.1.2 At any time defaults in proceeding with the works with due diligence and Continues to do so even after 7 days of written notice from the Engineer; or
 - 8.1.1.3 Commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer; or
 - 8.1.1.4 Persistently disregards the instructions of the Engineer or contravenes any provision of the Contract; or
 - 8.1.1.5 Fails to remove materials from the Site or to pull down and redo the work after receiving from the Engineer notice to the effect that the said materials or works have been rejected; or
 - 8.1.1.6 Fails to complete the works on or before the stipulated date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer; or
 - 8.1.1.7 Offers or gives or agrees to give to any person In the Company's service or to any other person on this behalf, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Company; or
 - 8.1.1.8 Shall enter into a contract with the Company in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment there of have previously been disclosed in writing to the Company / Engineer; or
 - 8.1.1.9 Shall obtain a Contract with the Company as a result of ring tendering or other non-bonafide methods of competitive tendering; or
 - 8.1.1.10 Being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors of purport so to do, or if



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 434 of 459

ANNEXURE-AI (Contd...)

any application be made under any insolvency Act for the time being in force for the sequestration of his estates or if a trust deed be executed by him for benefit of his creditors; or

8.1.1.11 Being a Company, shall pass a resolution or the Court shall make an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

8.1.1.12 Shall suffer an execution being levied on his works and allow it to be continued for a period of 21 days; or

8.1.1.13 Assigns, transfers, sub-lets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire works or any portion thereof without the prior written approval of the Company; the Company may, without prejudice to any other right or remedy which shall have accrued or shall accrue there after to the Company by written notice determine the Contract either as a whole or in part.

8.1.2 Upon such determination of the Contract either in whole or in part, the Security Deposit with the Company in respect of the Contract shall stand forfeited to the Company without in any way affecting the Rights of the Company under clause 8.2 inference.

8.2 Rights of the Company after determination of the Contract due to Contractor's Default:

8.2.1 The Engineer shall on such determination of the Contract have powers to:

8.2.1.1 Take possession of the site and any materials, Constructional plant, Implements, stores, etc., there on; and / or

8.2.1.2 Carry out the incomplete work by any means at the risk and cost of the Contractor.

8.2.2 On determination of the Contract in full or in part, the Engineer shall determine the quantum of amount, if any, that is recoverable from the Contractor for completion of the works or part of the value of the work executed by him up to the time of cancellation or the value of Contractor's materials taken over and incorporated in the work. In order to measure the work completed till the date of determination and the Contractor's materials to be taken over, the Engineer shall give 7 days notice to the Contractor requiring him to be present so as to record the measurements in his presence. If the Contractor fails to be present in response to the notice, the recording of measurements shall be preceded with ex-parte and the measurements as recorded shall be binding on the Contractor.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 435 of 459

ANNEXURE-AI (Contd...)

- 8.2.3 The Company shall have the right to use Contractor's plant, machinery and material on the balance works but shall not in any way be responsible for any damage or loss of the same and the Contractor shall not be entitled to any compensation there for.
- 8.2.4 Any excess expenditure incurred or to be incurred by the Company in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Company as aforesaid after allowing necessary credits, shall be recovered from any moneys due to the Contractor on any account and if such moneys are not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days.
- 8.2.5 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer shall have the right to sell any or all of the Contractors unused materials, constructional plant, implements, temporary buildings, etc., and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if there after there be any balance still outstanding from the Contractor, the Contractor shall, upon demand, pay the Company the money due and it shall be deemed as a debt due by the Contractor to the Company and shall be recovered accordingly.
- 8.2.6 Any sums in excess of the amounts due to the Company and unsold materials, constructional plant, etc., shall be returned to the Contractor; it is always understood that if the actual cost of completion by the Company of the balance works or part of the works is less than the amount which the Contractor would have become eligible had he completed the works or part of the works under the terms of Contract, the Contractor shall not be entitled to claim such benefit to his advantage.
- 8.3 Cancellation of Contract by the Company:**
- 8.3.1 If at any time after the commencement of work, the Company shall decide that the whole work or any specific part there of is not required to be carried out, necessary notice in writing shall be given to the Contractor. The Contractor shall take immediate action to stop all activity relating to the cancelled work. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
- 8.3.2 The Contractor shall be paid at Contract rates the full amount for the works executed at site (less any amount recoverable and due to the Company) and, in addition, a reasonable amount to cover the cost incurred on materials which will not

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 436 of 459

ANNEXURE-AI (Contd...)

be of any alternative use to the Contractor (which shall then become the property of the Company), transportation costs in respect of the tools, plant and materials retained by the Contractor from the work place to his permanent stores or any other works, which ever is less, and a reasonable proportion of the expenditure incurred on preliminary works such as access road, labour huts, site office, etc. All payments other than at Contract rates shall be based on a detailed claim to be submitted by the Contractor supported by cash vouchers or other documents covering the incurrence of such costs. If called upon by the Engineer, the Contractor shall also furnish his Books of Accounts and other documents which the Engineer may consider necessary to enable him to certify the reasonableness of the amount payable under this clause.

- 8.3.3 The materials if any, supplied by the Company, which are rendered surplus on account of the cancellation, shall be returned promptly by the Contractor subject to normal wastages allowed under the Contract. He shall be debited with the losses due to any deterioration or damage which might have been caused while the materials were in the custody of the Contractor. If so directed, he shall transport such materials to the Company's stores and shall be paid for such transport at a reasonable compensation. can withstand rough handling during transit and receipt and long storage at

9.0 Settlement of Disputes:

9.1 Decision by the Company and Engineer:

- 9.1.1 To prevent disputes and litigations, it shall be accepted as an inseparable part of the Contract that in matters regarding materials, workmanship, removal of improper work, interpretation of Contract, drawings and specifications, mode of procedure and carrying out the work, the decision of the Company shall be final and binding on the Contractor and if any technical question which may arise touching the Contract, the Engineers decision shall be final and conclusive. The claim, if any, arising out of any decision given by the Engineer shall be sent in writing to the Engineer within 15 days from the date of such decision given by the Engineer and if the claim is not accepted and the Contractor is aggrieved by such non-acceptance, such dispute may be referred by him for Arbitration.

9.2 Arbitration:

- 9.2.1 In case any dispute or difference shall arise between the Company (or the Engineer on their behalf) and the Contractor on any matter within the scope of this Contract except as to matters entirely left to the decision of the Company or the Engineer under the provisions of this Agreement, then either party shall forthwith give to the other written notice of such dispute or difference and such disputes or difference shall be



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 437 of 459

ANNEXURE-AI (Contd...)

referred to a sole Arbitrator to be selected by the Contractor from among the panel of three nominees to be indicated by the Company at the time of reference of the disputes to arbitration. The award of the Arbitrator shall be final and binding on both parties. The procedure laid down in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof and the rules made there under from time to time shall apply in the matter of the reference. Only Courts at(Name / location of the court under whose jurisdiction the Division of BDL comes) shall have jurisdiction to entertain a claim or for enforcement of the award.

- 9.2.2 Notwithstanding reference of any matter for arbitration, the Contractor shall continue to execute the Contract in all respects except to the extent such execution itself is the subject matter for the arbitration.
- 9.2.3 It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- 9.2.4 It is also a term of the Contract that if the Contractor does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Company that the bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Company shall be discharged and released of all liabilities under the Contract in respect of these claims.
- 9.2.5 In the event the contract is entered into between the Company and another Public Sector Enterprise, the following clause shall apply.
- 9.2.6 In the event any dispute or difference shall arise between the parties hereto, such dispute or difference shall be referred to the Arbitrator to be nominated by Law Secretary, department of Legal Affairs, Govt. of India. The Indian Arbitration and Conciliation Act 1996 or any statutory amendment thereof shall not be applicable to the arbitration under this clause. The award of the Arbitration shall be binding upon the parties to the dispute, provided, however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, department of Legal Affairs, Govt. of India whose decision shall bind the parties finally and conclusively.

10.0 Over Payments | Under Payments Detected During Technical Audit:

- 10.1 The Company reserves the right to carry out post-payment audit and technical examination of the running / final bill including all supporting vouchers etc. The Company also reserves the right to propose recoveries detected by CVC (Central Vigilance Commission) based on their audit and observations of works / bills etc. The Company

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 438 of 459

ANNEXURE-AI (Contd...)

further reserves the right to enforce recovery of any over payment when detected, notwithstanding the fact the amount of running / final bill may be included by one of the parties as an item of dispute before an arbitrator appointed and notwithstanding the fact that the amount of running / final bill figures in the arbitration award.

- 10.2 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor under the contract, the Company from the Contractor shall recover it, or if any under payment is discovered, the amount shall be duly paid to the Contractor by the Company.

11.0 Clauses Pertaining to Environmental Protection:

- 11.1 The Contractor shall take utmost care to ensure that environment is protected and no such activity shall be carried out which may have a bearing on the environmental pollution during execution of work. The Contractor may specifically note the following:
- 11.1.1 The Contractor shall note that no paint drums either full or empty and paintbrushes are kept in open area that may lead to environmental pollution. The same shall be kept in a place specified by the Engineer-in-charge till the final disposal is done. Cleaning of paintbrushes shall be done strictly as per the instructions of Engineer-in-charge and residue collected after cleaning of brushes shall be disposed off as per the instruction of the Engineer-in-charge. After completion of the work, all empty paint containers, waste painting brushes, waste painting rollers etc., shall be deposited in the place identified by the Engineer-in-charge and the same will become property of the Company. At any point of time, if it is noticed that the stipulations are not followed, the Engineer-in-charge at his own discretion may take steps to remove the items at the risk and cost of the Contractor and such expenses will be recovered from the bills of the Contractor. The decision of the Engineer-in-charge in this regard is final and binding on the contractor.
- 11.1.2 The thinner used in painting works shall not contain banned chemicals viz., carbon tetra chloride / halogenated hydrocarbons etc. The thinner to be used in the works shall be brought from approved sources only that are conforming to the stipulations of the Pollution Control Board norms.
- 11.1.3 Welding rod bits after welding shall be collected and stacked in a container at a specified place till the completion of works. After completion of the work, the Welding rod bits shall be deposited in the place identified by the Engineer-in-charge and the same will become property of the Company. At any point of time, if compliance of the same is not observed, then the Engineer-in-charge at his discretion may take steps to remove the items at the risk and cost of the Contractor and such expenses will be

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 439 of 459

ANNEXURE-AI

recovered from the bills of the Contractor. The decision of Engineer- in-charge in this regard is final and binding on the contractor.

- 11.1.4 The contractor shall specifically note that construction materials shall not be stacked on the already developed lawn areas, and shall be stacked only at a place indicated by the Engineer-in- charge.
- 11.1.5 In case, at any point of time stacking of materials on the developed lawns is noticed, the same will be got removed by the Engineer- in-charge without any further intimation at the risk and cost of the contractor. Also the rework of development of lawns etc if any will be done at the risk and cost of the Contractor. All such expenses will be recovered from the bills of the Contractor and the decision of the Engineer-in- charge in this regard is final and binding on the Contractor.
- 11.1.6 The contractor shall specifically note that no unwanted materials / debris are stacked at the site of work beyond a reasonable time and the same shall be removed from the site of work immediately as and when generated and disposed off as per the directions of the Engineer-in-charge.
- 11.1.7 In case, at any point of time non-compliance is observed, the same will be removed from the area by the Engineer-in-charge without any further intimation to the Contractor and at the risk-and cost of the Contractor. The decision of the Engineer-in-charge in this regard is final and binding on the Contractor.
- 11.1.8 The Contractor may specifically note that he shall be fully aware of the acts / rules and regulations pertaining to Environmental protection acts and relevant State Pollution Control Board (SPCB) norms, Central Pollution Control Board (CPCB) norms as well as the requirements of Ministry of Environment and Forests (MOEF). However the Engineer-in-charge will brief on the EMS policy of the Company on the lines of ISO 14001 (2004) with regard to specific requirements. Subsequently it shall be the responsibility of the Contractor to educate / train his labour force deployed from time to time regarding the same.
- 11.1.9 The contractor may also note that special training shall be given to the personnel applying pesticides, herbicides, weedicides and the like with regard to the emergency preparedness (like spillage etc.) while transporting, application, stacking and disposal of empty cans.

**Name, Address and
Signature of the Tendered**

Accepting Authority

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 440 of 459

ANNEXURE-1A

REFERENCE SHEET TO GENERAL CONDITIONS OF CONTRACT

The Authority designated to exercise the rights and obligations under this Contract is

Ref: Clause 1.1.6

is the Engineer for the purpose of this Contract.

Ref: Clause 2.20.4'

The Comprehensive Insurance Policy to be taken by the contractor shall be from.....
..... Insurance Company in which Bharat Dynamics Limited has also insured its assets and risks.

Ref: Clause 3.10A

CPWD specifications with correction slips as mentioned below shall apply to this Contract. Up to Correction Slips No.

Ref: Clause 3.12.1

Penal rate of recovery for under utilisation of materials are: (To be indicated both in figure and words)

- (1) Cement per bag of 50 Kgs.
- (2) Paint
- (3) Oil bound distemper
- (4) Synthetic enamel paint
- (5) Acrylic emulsion
- (6) Water proof cement paint
- (7) Bitumen
- (8) Anti-termite chemicals

Ref: Clause 5.2.1

The time for completion of the works under this Contract is
..... Months (including monsoon period) from the date of commencement of work.

Ref: Clause 7.1.1 / 7.1.4

The Defect Liability in respect of the works under this Contract is
..... Months from the date of issue of a completion certificate by the Engineer.

NAME, ADDRESS AND SIGNATURE OF THE TENDERER ACCEPTING AUTHORITY



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 441 of 459

ANNEXURE-1B

LOCATION OF WORK AND SCOPE OF WORK

1.0 Location of Work:

1.1 Location of work and inspection of site:

1.1.1 The work to be carried out under this contract is at

1.1.2 The exact location shall be got confirmed from the Engineer-in-charge before taking up the execution of the work.

2.0 Scope of Work:

2.1 The scope of work pertaining to this work. as under:

NAME, ADDRESS SIGNATURE OF THE TENDERER

ACCEPTING AUTHORITY



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 442 of 459

ANNEXURE-1C

SAFETY CODE

1.0 General:

- 1.1 Contractor has to provide and maintain workplaces, plant, equipment, tools and machinery and organize the work so that, there is no risk of accident or injury to health of workers. Work should be planned, prepared and undertaken as under:
 - 1.1.1 Provide such supervision to ensure that workers perform their work with due regard to safety and health of theirs as well as that of others.
 - 1.1.2 Obtain the necessary clearance / work permits as required and specified by the company.
 - 1.1.3 Dangers, liable to arise at the workplace, are prevented.
 - 1.1.4 Should take into account the safety and health of workers.
 - 1.1.5 Materials and products used are suitable from the safety and health consideration.
- 1.2 Working methods are adopted to safeguard workers against the harmful effects of chemical, physical and biological agents.
- 1.3 Only non-sparking tools are used near or in the presence of flammable or explosive dusts or vapours.
- 1.4 While working at a height of more than 3 meters, works permit should be obtained from competent person before commencement of the job.
- 1.5 Safety awareness to all sections of personnel ranging from site-in-charge to workmen employed shall be given by the contractor.
- 1.6 Contractor shall ensure that all workers are informed and instructed in the hazards connected with their work and environment and trained with regard to precautions necessary to be taken avoid accidents and injury to health.
- 1.7 Contractor shall ensure that buildings, plant, equipment, tools, machinery or workplaces in which a dangerous defect has been found should not be used until the defect has been rectified.
- 1.8 Contractor shall ensure that removal of scrap, inflammable material; surplus materials, waste and debris are carried out at appropriate intervals and as per the direction of Engineer-in-charge.
- 1.9 Contractor shall ensure that labour force and staff employed on the work do not operate or interfere with plant and equipment that they have not been duly authorised to operate, maintain or use.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 443 of 459

ANNEXURE-1C (Contd...)

- 1.10 Contractor shall ensure that all openings through which workers are liable to fall should be kept effectively covered or fenced and displayed prominently.
- 1.11 All necessary personal safety equipment such as helmet, footwear, gloves, goggles, welding shield etc., as considered adequate by the Engineer-in-Charge should be made available for the use to the persons employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
- 1.12 Workers employed on mixing- asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- 1.13 Those engaged in painting and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
- 1.14 Those engaged in welding and cutting works shall be provided with protective face and eye shields, and gloves, etc.

2.0 Civil Works:

- 2.1 Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period works as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
- 2.2 Scaffolding or staging more than 3.6 m. above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 2.3 Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m. above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fastened as described in 2 above.
- 2.4 Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 444 of 459

ANNEXURE-1C (Contd...)

- 2.5 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails In rung ladder shall in no case be less than 29 cm. for ladder up to and including 3 m. in length. For longer ladders this width should be increased at least 6 mm for each additional 30 cm of length. Uniform step's pacing shall not exceed 33 cm. Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the, public.
- 2.6 The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay the damages and costs which may be awarded to any such persons or which, may with the consent of the Contractor, be paid to compromise any claim by any such person.
- 2.7 Excavation and Trenching: - All trenches 1.2m or more in depth shall at all times be supplied with at least one ladder for each 30 m. in length or fraction thereof. Ladder shall be extended from bottom of the trench at least 90 cm above the surface of the ground. The sides of the trenches which are 1.5 m. or more in depth shall be stepped back to give suitable slope or securely held by UMBER bracing so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 m. of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

3.0 Demolition:

- 3.1 Before any demolition work is commenced and also during the process of the work:-
- 3.1.1 All roads and open areas adjacent to the work side shall either be closed or suitably protected.
- 3.1.2 No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- 3.1.3 All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof or other part of the buildings shall be so overloaded with debris or materials as to render it unsafe.

- 4.0 All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 445 of 459

ANNEXURE-1C (Contd...)

- 4.1 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- 4.2 Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- 4.3 Those engaged in welding works shall be provided with welder's protective eye sight lids.
- 4.4 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- 5.0 When workers are employed in sewers and manholes, which are in active use, the Contractor shall ensure that the following safety measures are adhered to :
 - 5.1 Entry for workers in to the One shall not be allowed except under the supervision of the Engineer or his authorised representative.
 - 5.2 At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - 5.3 Before entry, presence of toxic gases should be tested by inserting wet lead acetate paper, which changes colour in the presence of such gases and indicate their presence.
 - 5.4 Presence of oxygen should be verified by lowering a detector lamp into the manhole and in case no oxygen is found inside the sewer line, workers should be sent only with oxygen kit.
 - 5.5 Safety belt with rope should be provided to the workers. While working inside the manhole such rope should handled by two men standing outside to enable him to be pulled out during emergency.
 - 5.6 The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - 5.7 No smoking or open flames be allowed near the blocked manhole being cleaned.
 - 5.8 The malba obtained on account of cleaning of blocked manhole and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - 5.9 Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer may decide the time up to, which a worker may be allowed to work continuously inside the manhole.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 446 of 459

ANNEXURE-1C (Contd...)

- 5.10 Gas masks with oxygen cylinder should be kept at site for use in emergency.
- 5.11 Air blowers should be used for flow of fresh air through the manholes, whenever called for. Portable air blowers are recommended for ventilating the manholes. The motors for these shall be vapour proof and of totally enclosed type. Non-sparkling gas engines also could be used but they should be placed at least 2 meters away from the opening and on the lower side protected from wind so that they will not be source of friction on any inflammable gas that might be present.
- 5.12 The workers engaged for cleaning the manhole / sewers should be properly trained before allowing to work in the manhole.
- 5.13 The workers shall be provided with gumboots or non-sparkling shoes, bump helmets and gloves, non-sparkling tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- 5.14 Workman descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure, fastening due to corrosion of the rung fixed to manhole wall.
- 5.15 If a man has received a physical injury he should be brought out by the sewer immediately and adequate medical aid should be provided to him.
- 5.16 The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer regarding the steps in this regard to be taken in an individual case will be final.

6.0 The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken:-

- 6.1 No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- 6.2 Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- 6.3 Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- 6.4 White lead, sulphate of lead or product containing these pigments shall not be used in painting operation except in the form of pastes or paint ready for use.
- 6.5 Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 447 of 459

ANNEXURE-1C (Contd...)

- 6.6 Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scrapping.
- 6.7 Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- 6.8 Overall shall be worn by working painters during the whole of working period.
- 6.9 Suitable arrangements shall be made to prevent clothing put off during working hours being soiled by painting materials.
- 6.10 Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of the Company.
- 6.11 The Company may require, when necessary medical examination of workers.
- 6.12 Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 7.0** When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 8.0** Use of hoisting machines and take including their attachments, anchorage and supports shall conform to the following standards or conditions:
- 8.1 These shall be good mechanical constructions, sound material and adequate strength and free from patent defects and shall be kept in good working order.
- 8.2 Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- 8.3 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which gives signals to operator.
- 8.4 In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 448 of 459

ANNEXURE-1C (Contd...)

8.5 In case of departmental machines, the safe working load shall be notified by the Electrical Engineer- in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer whenever he brings machinery to site of work and get it verified by the Electrical Engineer concerned.

9.0 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce the minimum risk of any part of a suspended load becoming accidentally displaced. When worker employed on electrical installations which are already energised, insulating mats, wiring apparel such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any wrist watches and carry keys or other materials which are the good conductors of electricity.

10.0 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

11.0. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance- of the safety code shall be named therein by the Contractor.

12.0 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineer or their representatives.

13.0 Notwithstanding the above clauses from 1 to 15 there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic India,

14.0 Welding / Gas Cutting:

14.1 Common hazards involved in welding / cutting are sparks, molten metal, flying particles, harmful light rays, electric shocks etc. the following precautions should be taken:-

14.1.1 Ensure that only approved and well-maintained apparatus, such as torches, manifolds, regulators or pressure reducing valves, and acetylene generators are used.

14.1.2 The work piece should be connected directly to Power supply, and not indirectly through pipelines / structures / equipments etc.

14.1.3 The welding receptacles shall be rated for 63A suitable for 415V, 3-Phase system with a scraping earth. Receptacles shall have necessary mechanical interlocks and earthing facilities.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 449 of 459

ANNEXURE-1C (Contd...)

- 14.1.4 All cables, including welding and ground cables shall be checked for any worn out or cracked insulation before starting the job. Ground cable should be separate without any loose joints.
- 14.1.5 An energised electrode shall not be left unattended. 14.1.6 The power source shall be turned off at the end of job.
- 14.1.7 All gas cylinders shall be properly secured in upright position.
- 14.1.8 Acetylene cylinder shall be turned and kept in such a way that the valve outlet points away from oxygen cylinder.
- 14.1.9 Acetylene cylinder key for opening valve shall be kept on valve stem, while cylinder is in use, so that the acetylene cylinder could be quickly turned off in case of emergency. Flash back arrestors shall be used to prevent back-fire in acetylene / oxygen cylinder.
- 14.1.10 When not in use, valves of all cylinders shall be kept closed.
- 14.1.11 All types of cylinders, whether full or empty, shall be stored at cool, dry place under shed.
- 14.1.12 Forced opening of any cylinder valve should not be attempted.
- 14.1.13 Lighted gas torch shall never be left unattended.
- 14.1.14 Store acetylene and oxygen cylinders separately.
- 14.1.15 Store full and empty cylinders separately.
- 14.1.16 Avoid cylinders coming into contact with heat.
- 14.1.17 Cylinders that are heavy or difficult to carry by hand may be rolled on their bottom edge but never dragged.
- 14.1.18 If cylinders have to be moved, ensure that the cylinder valves are shut off.
- 14.1.19 Before changing torches, shut off the gas at the pressure reducing regulators and not by crimping the hose.
- 14.1.20 Do not use matches to light torches, use a friction lighter.
- 14.1.21 Move out any leaking cylinder immediately.
- 14.1.22 Use trolleys for oxygen and acetylene cylinder and chain them. -
- 14.1.23 Always use Red hose for acetylene and other fuel gases and Black for oxygen, and ensure that both are in equal length.
- 14.1.24 Ensure that hoses are free from burns, cuts and cracks and properly clamped.
- 14.1.25 Avoid dragging hoses over sharp edges and objects.
- 14.1.26 Do not wrap hoses around cylinders when in use or stored.

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 450 of 459

ANNEXURE-1C (Contd...)

- 14.1.27 Protect hoses from flying sparks, hot slag, and other hot objects.
- 14.1.28 Lubricants shall not be used on Ox-fuel gas equipment.
- 14.1.29 During cutting / welding, use proper type goggles / face shields.

15.0 Electrical:

- 15.1 Insulating mats, rubber gloves, electrical insulated shoes etc., shall be used while carrying out work at or near electrically live apparatus / Equipments etc.
- 15.2 Only insulated or non conducting tools should be used on or near live electrical apparatus / Equipment.
- 15.3 Low voltage portable electrical tools should generally be used.
- 15.4 All electrical tools used shall be “all insulated” or “double insulated” tools which do not require earthing.
- 15.5 All electrical tools should be got inspected and maintained on a regular basis by a competent electrician and complete records of fitness for use kept.
- 15.6 Only persons having valid licenses should be allowed to work on electrical facilities.
- 15.7 No person should be allowed to work on live circuit. The same, if unavoidable, special care and precautions need to be taken.
- 15.8 Treat all circuits as “LIVE” unless tested and made dead.
- 15.9 Electrical “Tag Out” lock out procedure “MUST” be followed for carrying out maintenance jobs-
- 15.10 Display voltage ratings prominently with “Danger” signs.
- 15.11 Put caution / notice signs before starting the repair works.
- 15.12 All electrical equipment shall have separate and distinct connections to earth grid.
- 15.13 Proper grounding to be ensured for all switch boards and equipment including portable ones prior to taking into service.
- 15.14 Make sure that electrical switchboards, portable tools, equipments (like grinding machine etc.) don't get wet during their usage. If it happens, stop the main supply, make the tools dry and then only use them. Check proper earthing. All temporary switch boards put up at work site should be suitably protected from rain and the level of same should be high enough to avoid contact with water due to water logging.
- 15.15 Don't work with wet hands / body on electrical system.
- 15.16 Don't overload the electrical systems.
- 15.17 Use only proper rated High Rupturing Capacity fuses or circuit breakers.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 451 of 459

ANNEXURE-1C

- 15.18 Industrial type extension boards and Plug sockets are only to be used.
- 15.19 ELCB for all temporary connections must be provided. Use insulated 3-pin plug tops.
- 15.20 All power supply cables should be laid properly and neatly so that they don't cause hindrance to persons working and no physical damage also takes place to the cables during various construction activities.
- 15.21 All Power cables shall be properly terminated using glands and lugs of proper size and, adequately crimped.
- 15.22 Use spark-proof / flame proof type electrical fittings in Fire Hazard zones.
- 15.23 Never connect any earthing wire to the pipelines / structures.
- 15.24 Don't make any unsafe temporary connections, naked joints / wiring etc.
- 15.25 Ensure that temporary cables are free from cuts, damaged insulation, kinks or improper insulate joints.
- 15.26 Check at periodic intervals that pins of sockets and joints are not loose.
- 15.27 Protect electrical wires / equipments from water and naked flames.
- 15.28 Insulating mats shall be provided in the front and back end of switch boards.
- 15.29 All parts of electrical installations should be so constructed, installed and maintained as to prevent danger of electric shock, fire and external explosion.
- 15.30 Inspection and maintenance:
- 15.30.1 All electrical equipment should be tested as per approved procedures and commissioning inspected before to ensure suitability for its proposed use.
- 15.30.2 At the beginning of every work, the person using the electrical equipment should make a careful external examination of the equipment and conductors, especially the flexible cables for any physical damage, which is likely to give electric shock or damages to the equipments.
- 15.30.3 Electricians should be provided with approved and tested tools, and personal protective equipment such as rubber gloves, mats etc.
- 15.30.4 All conductors and equipment should be considered to be live unless the same is tested and found dead.
- 15.30.5 When work has to be done in dangerous proximity to live parts the power supply should be cut off. If for operational reasons this is not possible, the live parts should be fenced off or enclosed by qualified staff from the work area concerned.

NAME, ADDRESS AND SIGNATURE OF THE TENDERER ACCEPTING

**WORKS MANUAL - 2023**

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 452 of 459

ANNEXURE-1D**SCHEDULE OF LABOUR RATES****No.....**

The following labour rates will be adopted to work out the labour cost of the additional / altered / substituted items of work as referred to in clause No.4.2.1.4 of the General Conditions of Contract.

SI No	Category	Rate per day of eight working hours	
		In figures	In words
1	Skilled labour such as mason, carpenter, plumber, engravers, fabricator, welder, painter, blacksmith, electrician, lineman and the like (of any class)	Rs *	
2	Semi skilled labour such as stone chisseller, pump driver / pump attendant, mixer driver, vibrator operator, and the like.	Rs *	
3	Unskilled labour of all categories including-bhishti and mate.	Rs *	

***Prevailing market rates to be indicated**

NAME, ADDRESS AND SIGNATURE OF THE TENDERER

ACCEPTING AUTHORITY

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 453 of 459

Annexure-1E

NO CLAIM CERTIFICATE

(On company letterhead)

To,
(Contract Executing Officer)

NO CLAIM CERTIFICATE

Sub: Contract No. ----- dated -----for execution of -----

We have received the sum of Rs. (Rupees_____only) in full and final settlement of all the payments due, to us for the execution of the above mentioned contract, between us and BDL. We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against BDL, against aforesaid contract executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract, as regards performance of the contract.

Yours faithfully,
Signatures of contractor or
Officer authorised to sign the contract documents
on behalf of the contractor
(Company stamp)

Date:

Place:

	WORKS MANUAL - 2023	VERSION NO.	03
		DATED	19 / 06 / 2023
		PAGE NO	Page 454 of 459

Annexure-1F

INTERNAL TECHNICAL AUDIT COMMITTEE (TAC) SOP

1. An Internal audit is an audit carried out by one organization itself. It is also called a first party audit.
2. The Technical Audit (TA) is an internal audit, which concentrates on the technical aspects only. For works contracts, a technical audit essentially examines whether the project staff have adhered laid down procedures / requirements and exercised reasonable and adequate professional skill in carrying out their duties.
3. The DoP / Works Manual Procedures / Audit remarks of CTE / Government Audit / Internal Audit and Work Order will be the guiding documents for the TAC.
4. The TAC will audit-cum inspection all the Works Contracts whose order value is Rs. 50 lakhs and above / the Works allotted on nomination / Single tender basis / Single resultant tender basis / Works wherein Consultant is appointed to associate in the execution. Also the TAC shall carry out checks on quality, technical aspects, specifications, quantities and payment procedures etc. on the lines of guidelines issued by CTE / CVC.
5. The TAC shall report any anomaly, error, risk and also suggest / appropriate recommendations and remedial action to prevent them.
6. The Final Audit cum inspection report shall be submitted to the Unit head for appropriate prompt action.
7. An internal standing technical audit Committee consisting of the following members unit wise is constituted in this context.

S. No.	KBU	BU	VU	Responsibility
1	GM (TSD)	AGM (Tech Services)	AGM (Production)	Chairman of the Committee
2	Finance (Head) related to Civil			Member (not less than DGM Rank)
3	AGM (CPED)	DGM (PED)	Head (Civil & PED)	Member (not less than DGM Rank)
4	Head (CPED)	AGM (Quality Services)	Head (QC)	Member (not less than DGM Rank)

Besides, above members, the chairman can co-opt any other executive.

The TAC shall take up audit-cum-inspection once in six months i.e., once in January and second time in July of every year.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 455 of 459

Annexure-1G

Legal Tender Enquiry Terms for Contractor(s)

1. “The bidder / Vendor has to submit certificate of under taking at the bid submission stage about cases / FIRs pending / registered in any of the court of law / police station in the country or abroad with regard to works / services in the tender enquiry as per the format below” along with the bid.

CERTIFICATE OF UNDERTAKING ABOUT COURT CASES(S) / FIRs etc..

(on company letterhead, duly signed and stamped)

- a. M/s_____hereby undertake that there is no court case / FIR pending / registered in any court of law / police station in the country or abroad with regard to the works / services in the tender enquiry.
- b. Court case / FIR pending / registered in the court / police station the details are submitted below:

Sl. No.	FIR No / Court case No	Police station name / court name	Date of registration	Brief description of the case	Status of the FIR / Case

2. In the event of successful award of contract and subsequent court cases / FIRs are filed while execution of works / services, the contractor should submit the information as per the format above to BDL.
3. Should there be any court case pending, involving the works / services which are the part of tender enquiry the bidder at the time of submission of bid(s) itself should enclose an order received from the court in which the matter is sub-judice that “bidder is allowed to participate in the tender enquiry and if succeeded in the bidding that there will not be any harm or disadvantages to the interest of the organization i.e. BDL in entering and completing the contract after awarding to it”.
4. BDL reserves the right to debar the contractor / service provider, in case of false claims and non-disclosure / avoiding of information about pending court cases / FIRs.



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 456 of 459

Procurement of Works and Services - Guidelines on Tenders/Use of website

Office Order No.	File No.	Date of Issue	Subject
01-01-2012	010/VGL/035	12-01-2012	Guidelines on e-Procurement Linked Document
03-01-2012	12-02-6-CTE-SPI(1)	13-01-2012	Consideration of Indian Agents
12-10-2011	98/ORD/001	28-10-2011	Applicability of CVC's guidelines on post tender negotiations
08-06-2011	011/VGL/063	24-06-2011	Selection and Employment of Consultants
11-09-2011	TE(NH)/2011 /Recoveries	12-09-2011	Recoveries arising out of Intensive Examination Conducted by CTEO
02-02-2011	01-11-CTE-SH-100	17-02-2011	Mobilization Advance
01-02-2011	011/VGL/014	01-02-2011	Transparency in Tendering System
21-08-2010	008/CRD/013	13-08-2010	Adoption of Integrity Pact (SOP)-Reg.
34/10/10	010/VGL/066	07-10-2010	Design Mix Concrete
01-01-2010	005/CRD/012	20-01-2010	Tendering Process Negotiations with L1
23/06/10	010/VGL/035	23-06-2010	Leveraging of Technology for Improving Vigilance
19-05-2010	005/CRD/019	19-05-2010	Transparency in works/purchase/consultancy
17-04-2010	009/VGL/016	19-04-2010	Integrity pact - Selection and Recommendation
18-04-2010	009/VGL/002	26-04-2010	Implementation of e-tendering
22-08-2009	008/CRD/013	11-08-2009	Adoption of Integrity Pact-Periodical regarding
31-10-2009	009/VGL/055	09-11-2009	Review of purchase preference policy
29-09-2009	009/VGL/002	17-09-2009	Implementation of e-tendering solutions....
13-06-2009	009/VGL/030	11-08-2009	Intensive Examination of CTE - Steps for early finalisation
17-07-2009	005/VGL/4	14-07-2009	Posting of details on award of tenders/contracts on websites
10-05-2009	008/CRD/013	18-05-2009	Adoption of Integrity Pact-Standard Operating Procedure-reg Integrity Pact (Revised)
01-01-2009	009/VGL/002	13-01-2009	Implementation of E-tendering solutions
31/11/08	008/VGL/083	06-11-2008	Time bound processing of procurement
24-08-2008	007/VGL/033	05-08-2008	Adoption of Integrity Pact in major Government procurement



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 457 of 459

Office Order No.	File No.	Date of Issue	Subject
22-07-2008	008/CRD/008	24-07-2008	Referring cases of Procurement to the Commission
18-05-2008	008/VGL/001	19-05-2008	Adoption of Integrity Pact in major Government Procurement
09-02-2008	008/VGL/016	18-02-2008	Two day Work shop/ Seminar regarding IT Procurement...
07-02-2008	007/CRD/008	15-02-2008	Measures to curb the menace of counterfeit and refurbished IT products
05-02-2008	4CC-1-CTE-2	05/02/2008	Mobilisation advance
01-01-2008	02-07-01-CTE-30	31-12-2007	Acceptance of Bank guarantees...
43/12/07	007/VGL/033	28-12-2007	Adoption of Integrity Pact in major Govt. Procurement Activities
41/12/07	007/VGL/033	04-12-2007	Adoption of Integrity Pact in major Govt. Procurement Activities Modified Integrity Pact Common irregularities/ lapses observed instores/ purchase ...
23-07-2007	005/CRD/19	05-07-2007	Transparency in Works/Purchase/ Consultancy contracts awarded on nomination basis (Office Order No 23-7-07)
13-04-2007	006/VGL/117	13-06-2007	Improving vigilance administration by leveraging technology
14-04-2007	98/VGL/25		Use of products with standard specifications
10-04-2007	4CC-1-CTE-2	10-04-2007	Mobilization advance
04-03-2007	005/CRD/12	03-03-2007	Tendering process–negotiation with L1
40/11/06	006/VGL/117	22-11-2006	Improving vigilance administration by leveraging technology
37/10/06	005/crd/012	3/10/2006	Tendering process–negotiation with L1.
31/09/06	005/vgl/004	01-09-2006	Posting of details on award of tenders/contracts on websites/bulletins.
15-05-2006	005/CRD/19	09-05-2006	Transparency in Contracts awarded on Nomination Basis
21-05-2006	006/VGL/29	01-05-2006	Examination of Public Procurement Contracts by CVOs
71/12/05	005/VGL/66	09-12-2005	Undertaking by Members of Tender Committee
	98/VGL/25	10-11-2005	Intensive Examination of works by CTE's Organisation
68/10/05	005/CRD/12	25-10-2005	Tendering Process negotiation with L-1



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 458 of 459

Office Order No.	File No.	Date of Issue	Subject
57/09/05	005/VGL/4	20-09-2005	Details on award of tender
46/07/05	005/VGL/4	28-07-2005	Details on award of tenders/contracts Publishing
	2EE-1-CTE-3(Pt)	16.05.2005	Issues pertaining to negotiation with L-1
	2EE-1-CTE-3	12.04.2005	Issues pertaining to negotiation with L-1
11-03-2005	005/ORD/1	10-03-2005	Delays in payments to contractors
13-03-2005	005/VGL/4	16-03-2005	Details on award of tenders/contracts...
18-03-2005	000/VGL/161	24-03-2005	Banning of buisness dealing with firms
15-03-2005	OFF-1-CTE-1(Pt) V	24-03-2005	Notice inviting tenders
11-03-2005		10-03-2005	Delays in Payments to Contractors...
	98/DSP/3	24-12-2004	Participation of consultants in tender
72/12/04	004/ORD/9	10.12.04	Transparency in tendering system-Guidelines regarding
69/11/04	004/ORD/8	03.11.2004	Turnkey contracts for net-working of Computer Systems
68/10/04	98/ORD/1	20.10.2004	Leveraging Tecnology - e-payment and e-receipt
47/7/04	98/ORD/1	13.07.2004	Commission's Directives on use of Website in Public Tenders
43/7/04	98/ord/1	02.07.2004	Improving Vigilance Administration:
-----	4CC-1-CTE-2	08.06.2004	Mobilization Advance
-----	05-04-1-CTE-8	08.06.2004	Receipt and Opening of Tenders
25/4/04	12-02-6-CTE-SPI(1)2	21.04.2004	Consideration of Indian Agents
20-04-2004	98/ORD/1	06.04.2004	Cutting Delays by e-payments and e-receipt by Govt. Organisations
10-02-2004	98/ORD/1	11.02.2004	Increasing transparency (Tender process)
09-02-2004	98/ORD/1	09.02.2004	Increasing transparency (Sale)
-----	98/ORD/1	18.12.2003	Improving Vigilance Administration: Increasing Transparency in Procurement / Sale etc.
-----	06-03-02-CTE-34	20.10.2003	Back to back tie up by PSUs
-----	2EE-1-CTE-3	15.10.2003	Tender sample Clause
46/9/03	98/ORD/1	11.09.2003	E-procurement/Reverse Auction
44/9/03	98/ORD/1	04.09.2003	Irregularities in the award of contracts
33/7/03	98/ORD/1	09.07.2003	Short-comings in bid documents



WORKS MANUAL - 2023

VERSION NO.	03
DATED	19 / 06 / 2023
PAGE NO	Page 459 of 459

Office Order No.	File No.	Date of Issue	Subject
—	98/ORD/1	05.05.2003	Purchase of Computers by Govt. Departments/ Organisations
—	98/ORD/1(Pt.IV)	12.03.2003	Use of web-site in Govt. procurement or tender process
—	12-02-6-CTE-SPI (1) 2	07.01.2003	Consideration of Indian Agents
—	98/ORD/1	03.08.2001	Improving Vigilance Administration-Tenders (H1)
—	98/ORD/1	24.08.2000	Improving Vigilance Administration-Tenders
—	3(v)/99/9	01.10.1999	Applicability of CVC's instruction No.8(1)(h)/98(1) dated 18/11/98 on post-tender negotiations to Projects of the World Bank & other international funding agencies
—	8(1)(h)/98(1)	18.11.1998	Improving Vigilance Administration (L1) (L1)
	No.UU/POL/19	08.10.1997	Grant of interest free mobilization advance.
	No.98/ORD/1	15.03.1999	Improving vigilance administration-Tenders
	No.OFF1 CTE 1	25.11.2002	Appointment of Consultants
	No.3L PRC 1	12.11.1982	Irregularities/lapses observed in the construction works undertaken by Public sector undertakings/ banks.
	No. 3L – IRC 1	10.01.1983	Appointment of Consultants.
	No 12-02-1-CTE-6	17.12.2002	Prequalification criteria (PQ).
	No 12-02-1-CTE-6	07.05.2002	Pre-qualification Criteria (PQ).
	No. 98/VGL/25	16.05.2005	Intensive Examination of works by CTE's Organization- Submission of Quarterly Progress Report

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