

Uttarakhand Decentralized Watershed Development II Project

Community Procurement Manual



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PART -A

Community Procurement Manual

INTRODUCTION:

This Manual provides simple, step-by-step instructions to the GPs on how they will go about procuring the various goods, works & services required for the implementation of the project and includes simple forms and formats to be used during procurement procedures applicable in the project.

It is also intended to promote a consistent and uniform approach for planning, execution, reporting and monitoring of Project related procurements through application of rules and procedures defined herein the Manual thereby enhancing the capacity of the GPs to undertake procurements to meet the Project needs.

1. OBJECTIVES OF THE PROJECT

The primary objective of the Project is: "to increase the efficiency of natural resource use and the productivity of rainfed agriculture by participating communities in selected micro watersheds of the State of Uttarakhand."

This project encompasses four components:

I. Social Mobilization and Participatory Watershed Planning (US \$ 30 Million)

- Social Mobilization (US \$ 28.7 Million)
- Preparation of GPWDP/MWS Plans (US \$ 1.3 Million)

II. Watershed Treatment and Rain-fed Area Development (US \$ 90.3 Million)

a. Watershed Treatment and Source Sustainability (US\$78.5 Million)

- Watershed Treatment (US \$ 78.3 Million)
- NRM Demonstrations (US \$ 0.2 Million)

b. Rain-fed Agriculture Development (US\$11.8 Million)

- Agriculture and Horticulture (US \$ 7.8Million)

- Animal Husbandry (US \$ 3.2Million)
- Fodder Production (US \$ 0.8 Million)

III. Enhancing Livelihood Opportunities (US\$18.7 Million)

- a. **Agribusiness** Support (US\$9.1 Million)
- b. **Support** for Vulnerable Groups (US\$7.2 Million)
- c. **Consolidation** of Gramya I Activities (US\$2.4 Million)

IV. Knowledge Management and Project Coordination (US \$ 31 Million)

- a. **Knowledge Management (US\$11.7 Million)**
 - Capacity Building of Stakeholders (US \$ 7.3 Million)
 - Centre of Excellence for Watershed Management (US \$ 0.8 Million)
 - Information Education and Communication (US \$ 1.0 Million)
 - Monitoring, Evaluation and Learning (US \$ 2.5 Million)
- b. **Project Coordination (US\$19.3 Million)**

2. PROCUREMENT PRINCIPLES

The 10 guiding principles which govern the administration of public procurement are:-

1. **Accountability:** - Accountability means that governments, public and various other agencies acting on their behalf must be accountable for the correct and complete execution of their tasks and duties and accept responsibility for the decisions and actions being made as a Procurement Officer.
2. **Competition :-** Procurement should be carried out through competition unless there are convincing reasons to the contrary:
3. **Consistency:-** Suppliers should, all things being equal, be able to expect the same general procurement policy across the public sector.

4. **Effectiveness:-** Public bodies should meet the commercial, regulatory and socio-economic goals of government in a balanced manner appropriate to the procurement requirement;
5. **Efficiency:-** Procurement processes should be carried out as cost effectively as possible;
6. **Fair-dealing:-** Suppliers should be treated fairly and without unfair discrimination, including protection of commercial confidentiality where required. Public bodies should not impose unnecessary burdens or constraints on supplies or potential suppliers.
7. **Integrity:-** There should be no corruption or collusion with suppliers or others; Integrity means that the procurement processes are honest and in compliance with the respective laws, that the best available, most suitable technical expertise is employed in a non-discriminatory manner.
8. **Informed decision-making:-** Public bodies need to base decisions on accurate information and to monitor requirements to ensure that they are being met;
9. **Responsiveness:-** Public bodies should endeavor to make such procurements which serve the aspirations, expectations and need of the community.
10. **Transparency:-** Transparency means that laws, regulations, institutions, processes, plans and decisions are made accessible to the public at large or at least to public “representatives” so that processes and decisions can be monitored, reviewed, commented upon and influenced by the stakeholders, and decision makers can be held accountable for them

3. TENETS OF GOOD COMMUNITY PROCUREMENT

Sound procurement policies and practices are among the essential elements of good governance. Good practices reduce costs and produce timely results whereas poor practices may lead to waste and delays and are often the cause for inefficiency.

Community Procurement can be used as an effective tool of community empowerment if it is supplemented by timely availability and prior knowledge of the sources of funds during a defined period of time and ensuring adherence to the basic tenets of good procurement viz. appropriate quality, sufficient quantity, exact timing, reasonability of rates and proper authority for procurement of goods works and services.

These tenets are explained in the following pages:

(i) **Appropriate prescribed Quality:** The ISI marked goods/materials should be procured, preferably from the authorised dealers. Further services of experienced contractors and skilled labourers should be used. The Community, based on the job specifications, should decide the specifications of the goods and quality of services required before procurement to ensure appropriate quality of the goods/materials and services and should select the suppliers/ contractors/skilled labours on the basis of prescribed procedures using standard formats.

(ii) **Sufficient Quantity:** The appropriateness of quantity of the goods/ materials to be procured should be deliberated at the appropriate forum considering the requirements emanating from the work(s) to be undertaken individually or over a period of time-monthly/quarterly etc; availability of and security at storage facilities; economies of scale, if any, on purchases in bulk; availability and cost of transportation; location of the prospective sellers/suppliers and any other issue specific to such goods/materials. Similarly, the services to be hired should invariably be assessed and discussed at appropriate forum to identify the nature of service, the minimum qualifications, duration for which it is required etc.

(iii) **Exact Timing:** The Community at an appropriate forum should discuss the start date for activities and based on it should prepare and incorporate in its plan the timing for procurement of goods/materials and services. The decision regarding the date of commencement and completion of activities should take the harvesting & monsoon seasons and social factors into account. The timing for hiring of services of skilled

personnel like plumbers, fitters, electricians, mechanics etc. should also be discussed and finalised in advance.

(iv) **Reasonability of Rates:** To ensure the reasonability of rates, the annual plans and technical sanctions of each activity to be undertaken therein serve as the benchmarks. The Community should then make actual procurement through the methods prescribed selecting not necessarily the lowest, but the most reasonable offer based on the requirements defined in the technical sanction of estimates.

(v) **Proper Authorisation:** The authority to procure goods, works and services is delegated to the Community or its elected representatives. Appropriate delegation of authority for making procurements through the method prescribed and constitution of a Procurement Sub-Committee having representatives of the Community are some of the necessary steps taken to ensure that the community retains and exercises required authority for transparent procurement of goods and services.

4. THREATS TO COMMUNITY PROCUREMENT:

- (i) Extensive capacity building programs have to be undertaken for the Community and its functionaries to undertake complex responsibility of procurement. This process is cumbersome and there is a likelihood of losing the focus during the initiatives taken for capacity building.
- (ii) There is a marked apprehension among the project authorities on the capacity of the Community to procure economically and efficiently. Conversely, the apprehension of the Community that the project authorities are not willing to delegate and believe them is also equally damaging.
- (iii) The concept of Community Procurement is more successful in a non-complex environment e.g. village with a small and homogeneous population and is yet to be tested for a complex situation with multiple villages and heterogeneous population.

- (iv) Community Procurement may be restricted to Procurement by influential members of the community and the presence of heterogeneous population may lead to creation of groups of diversified interest.
- (v) Possibilities of inflating the rates of labour and material.
- (vi) Disputes within the GPs and the village level committees may hamper the timely procurements leading to delays and cost overruns.

5. NEED FOR PROCUREMENT MANUAL

(i) Procurement is an important aspect of the Projects being financed or funded by the International Bank for Reconstruction & Development (IBRD)/International Development Agency (IDA). It is a critical element in project implementation and unless carried out efficiently and promptly, the full benefits of the Project cannot be realized. Though good procurement practices alone cannot assure that the Bank - assisted projects will achieve the development goals but they definitely enhance the development effectiveness. Poor procurement practices, however, on their part virtually guarantee that these goals will not be fully achieved as it leads to project delays, cost overruns, and complaints by bidders as also affect the creditability of the associated institutions. The role of procurement manual is, therefore, critical for -

- Achieving economy, efficiency and transparency in the procurement process;
- Uniformity in application across the targeted group.
- Ensuring speedy transfer of resources by way of disbursement;
- Ensuring satisfactory implementation; and
- Ensuring success of the project.

In view of the criticality of the procurement function in the satisfactory implementation of the project; the mandate of the State - Decentralization of development program and

strengthening of PRIs; and the current practices of procurement being followed by the GPs, this Manual seeks to present a Community Procurement Manual which is in conformity with the procurement guidelines and documents of the IBRD/IDA, the guidelines for Community driven procurement and the rules & procedures laid down by the State Government for procurements by GPs.

6. OBJECTIVES OF THIS MANUAL

The principal objective of this Manual is that all the concerned communities will undertake their own procurement and not to defer some of it to the Project authorities thereby exercising substantial decision-making authority in the selection and implementation of participatory Watershed Management sub projects. The role of the Project authorities in context of Community procurement under this Project --

- is not that of executor & decision-maker, but that of a provider, which enables the community to make appropriate decision.
- not to interfere in the actual process, even in the pretext of economy and quality control but to monitor the process of procurement.

Chapter - 1

Glossary

DPD Office - The district level office of the WMD headed by a Deputy Project Director for the purpose of monitoring, co-ordination and implementation of the Project.

Revenue Village Committee - Being a Committee of revenue village and constituted by the WWMC of the GP as defined in the Project Operational Manual.

Gram Panchayat - means a body corporate constituted for every Panchayat Area under section 12 of the U.P. Panchayat Raj Act, 1947 as applicable to the State of Uttarakhand.

Gram Sabha - means a body established under section 3 of the U.P. Panchayat Raj Act, 1947, as applicable to the State of Uttarakhand, consisting of persons registered in the electoral rolls relating to a village comprised within the area of a Gram Panchayat. It is the general body of the Gram Panchayat.

Procurement Sub-Committee - means a sub-committee of the Water and Watershed Management Committee comprising of the representatives of the WWMC and the community, which shall assist the WWMC in the execution, administration and monitoring of the procurement functions.

Project - means the Uttarakhand Decentralised Watershed Development Project-II to be financed by the IBRD/IDA and to be implemented by GoUK through the WMD.

Project Unit Office - The unit office under the DPD office functioning in the Project Area within the jurisdiction of the Division responsible for the monitoring, co-ordination and implementation of the Project.

Panchayat Secretary - means the Secretary of the Gram Panchayat appointed as per the U.P. Panchayat Raj Act, 1947 as applicable to the State of Uttarakhand and rules and notifications issued there under. He/She shall perform such other duties as may be specified in the Financial Manual for GPs and the Community Procurement Manual.

Accounts Assistant - being a person belonging to and appointed by the GP shall assist the WWMC [See *Financial Manual for GPs*]. He/She shall guide and assist the GPs in the development of plans, preparation of related procurement documents, evaluation of Bids maintenance of procurement related books & records and procurement reporting.

Quorum - of the meeting of the Gram Sabha, WWMC & GP means the quorum as defined in the Financial Manual for GPs.

Revenue Village - means any local area, recorded as village in the revenue records of the district in which it is situated and includes any area which the State Government may by a general or special order declare to be village under the U.P. Panchayat Raj Act, 1947 as applicable to the State of Uttarakhand.

Water and Watershed Management Committee -Being a Committee of the GP as defined in the Project Operational Manual, which shall be directly involved in the implementation of the Project and would execute, administer and monitor all procurements relating to the Project.

WMD - The Watershed Management Directorate in Uttarakhand, the nodal implementing agency identified by the Government of Uttarakhand for the implementation of the proposed Uttarakhand Decentralised Watershed Development Project-II.

Chapter 2

Community Procurement under the Project

2.01 Introduction

UDWDP-II is proposed to be implemented with an emphasis to develop and enhance productivity of rain fed areas by adopting a participatory watershed management approach in the 82 micro watersheds of middle Himalayas, lying between 700m and 2700 m above sea level, covering an area of about 2.64 lakh hectare and benefitting nearly 3.18 lakh of population in about 509 GPs of the state having problems of erosion, poverty and lack of infrastructural facilities. The project has following objective;

To increase the efficiency of natural resource use and productivity of rain-fed agriculture by participating communities in selected micro watersheds of the Uttarakhand state.

To fulfill this objective, the project has been divided into 04 major components which are being briefly described below;

- i. **Social Mobilization and Participatory Watershed Planning;**
- ii. **Watershed Treatment and Rainfed Area Development;**
- iii. **Enhancing Livelihood Opportunities; and**
- iv. **Knowledge Management and Project Coordination**

(i) Social Mobilization and Participatory Watershed Planning: (US\$ 30 million)

This component would support GPs in selected micro-watersheds in developing Gram Panchayat Watershed Development Plans (GPWDPs), which will be further consolidated to prepare micro-watershed plans. The project will provide support in social mobilization of the communities by engaging Field NGOs and putting in place village motivators at revenue village level.

Under this component, the GPWDP and MWS plans (including parts of watersheds for which two or more GPs have shared governance responsibility) will be implemented using sustainable watershed management approach. Technical Assistance will be provided for the rainfed area development through improving existing and creating new

irrigation facilities, agriculture field boundary repair, horticulture and animal husbandry inputs.

(ii) Watershed Treatment and Rainfed Area Development (US\$ 90.30 million)

Concerted efforts would be made to address this issue by taking up interventions intensively for recharging and rejuvenating of water sources in the project areas, drainage line treatment through various soil conservation measures and increasing vegetative area through plantation activities. In addition, source sustainability of the existing water sources in the project area will be one of the focal areas. Under this component, the project will encourage the community for adopting alternative energy conservation measures as well as support for demonstrations of improved technology and packages of practices to farmers on Agriculture, Horticulture, Animal husbandry and Fodder production.

(iii) Enhancing Livelihood Opportunities (US\$ 18.70 million)

The component will support and promote agribusiness activities through (a) provision of agribusiness inputs like quality seeds & seedlings and dissemination of technologies to FIGs to be formed for processing and marketing of produce, (b) advisory services for agriculture, horticulture and agribusiness to farmer groups, (c) establishment of linkages between FIGs and suppliers for processing and marketing of surplus produce from high value crops, and (d) livelihood opportunities to vulnerable households and interventions for transhumant population.

The major emphasis will be on enhancing productivity of rainfed agriculture and introduction of high value crops. For vulnerable households too, the project will provide financial and technical support to promote income generating activities for livelihood support. The project will also support transhumant population of the project area by providing animal and human health care, education and so on. This component would also support consolidation and strengthening of active farmer federations and processing centers formed in Gramya-I.

(iv) Knowledge Management And Project Coordination (US\$ 31.00 million)

This component will support capacity development of all stake holders to bring convergence which includes extensive consultation and planning exercises between IWMP, Department of Rural Development and Watershed Management Directorate staff in selected micro watershed. In facilitating knowledge management at state, division, and local levels, a center of excellence will be established for Watershed Management, rainfed agriculture development and catchment area treatment planning.

This component will finance capacity building, communication, and monitoring and evaluation (M&E). It would build GP and PRI capacity by implementing social accountability measures, such as social audit and grievance redressal mechanisms. The project would update the communication strategy and develop targeted awareness messages about project's participatory and transparent approaches. It would also coordinate development of other messages, such as extension, marketing and quality control information. The M&E would continue geographic mapping of the project areas, monitoring through an ICT-based management information system (MIS) and implementation of participatory monitoring and evaluation (PME) at GP level. This component will also finance project operation costs, including incremental expenditures incurred by the Project Implementing Entity for Project implementation, management and supervision. An incentive fund would also be set up to award best performing watershed committees in project implementation.

To achieve project objective, an effective, transparent, accountable and competitive procurement system is the foremost requirement. Under the proposed project, procurement guidelines have been designed to fulfil all such requirements.

2.02 Procurement needs at GP level

It is envisaged that GPs will procure goods, works & services for the activities to be undertaken by GPs and that can be broadly classified as under:-

Sl. No	Category	Goods and Materials	Works & Services
1.	NRM/Forestry	Seeds, plants, Polythene bags, Sheets, Barbed/GI wire, iron, boulder and other local material, fencing poles / angle and tools & equipments etc.	Capacity Building needs Skilled and un-skilled labour for execution of works and supervision
2.	Soil/Water Conservation	Boulder, local material, GI wire and sheets, sand, stones, Cement, Barbed/GI wire and GI pipes, poly-sheets etc.	
3.	Bridle path improvement & const. of small bridges/ culverts	Boulder, local material, GI wire and sheets, sand, stones, Cement, Barbed/GI wire.	
4.	Minor Irrigation	Cement, sand, coarse sand, Low Density Polyethylene sheet, HDP pipe, Micro Sprinkler, Drip irrigation pipe and poly tanks.	
5.	Horticulture	Horticulture tools, Poly house, Poly tunnel, barbed wire, Poly-sheets, plants and HYV Seeds, bio-fertilizer inputs and polythene bags and tools & equipments etc.	
6.	Agriculture	Seeds, bio-pesticides/fertilizer, material for organic forming, and tools & equipment etc.	
7.	Animal Husbandry	Bull, Grass Tufts/ Seedlings, Chaff Cutter, Cement and other local material for mangers/shelters and tools & equipment and molasses blocks etc.	
8.	Energy Conservation	Solar /Bio-gas equipments, Pine Briquetting machine and stove	

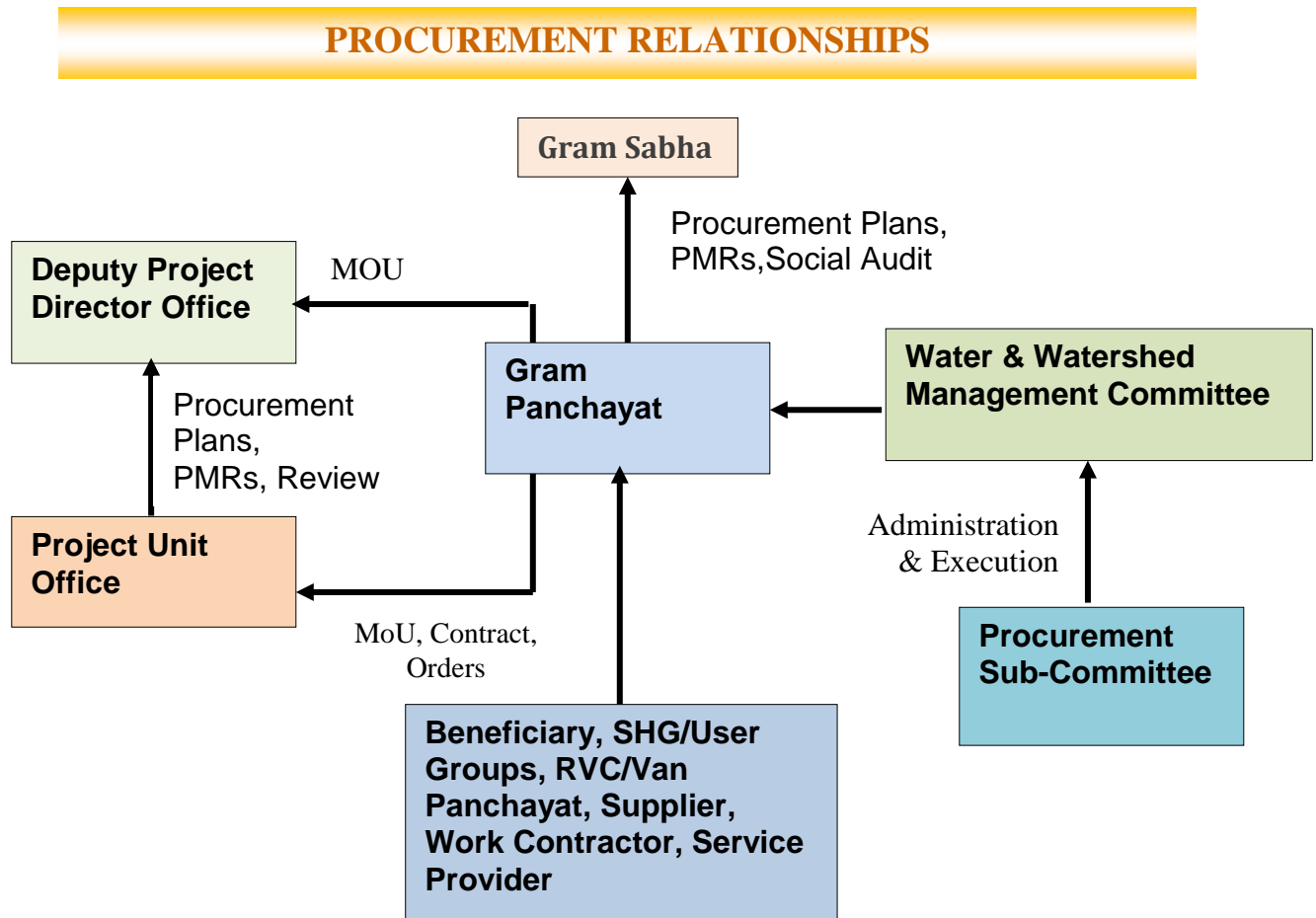
The above table specifies a preliminary list of goods, work and services to be procured at the GP level. However, the WMD may review and add or delete the items mentioned above as per the requirements during the implementation of the project.

2.03 Institutional Set-up for Community Procurement under the Project

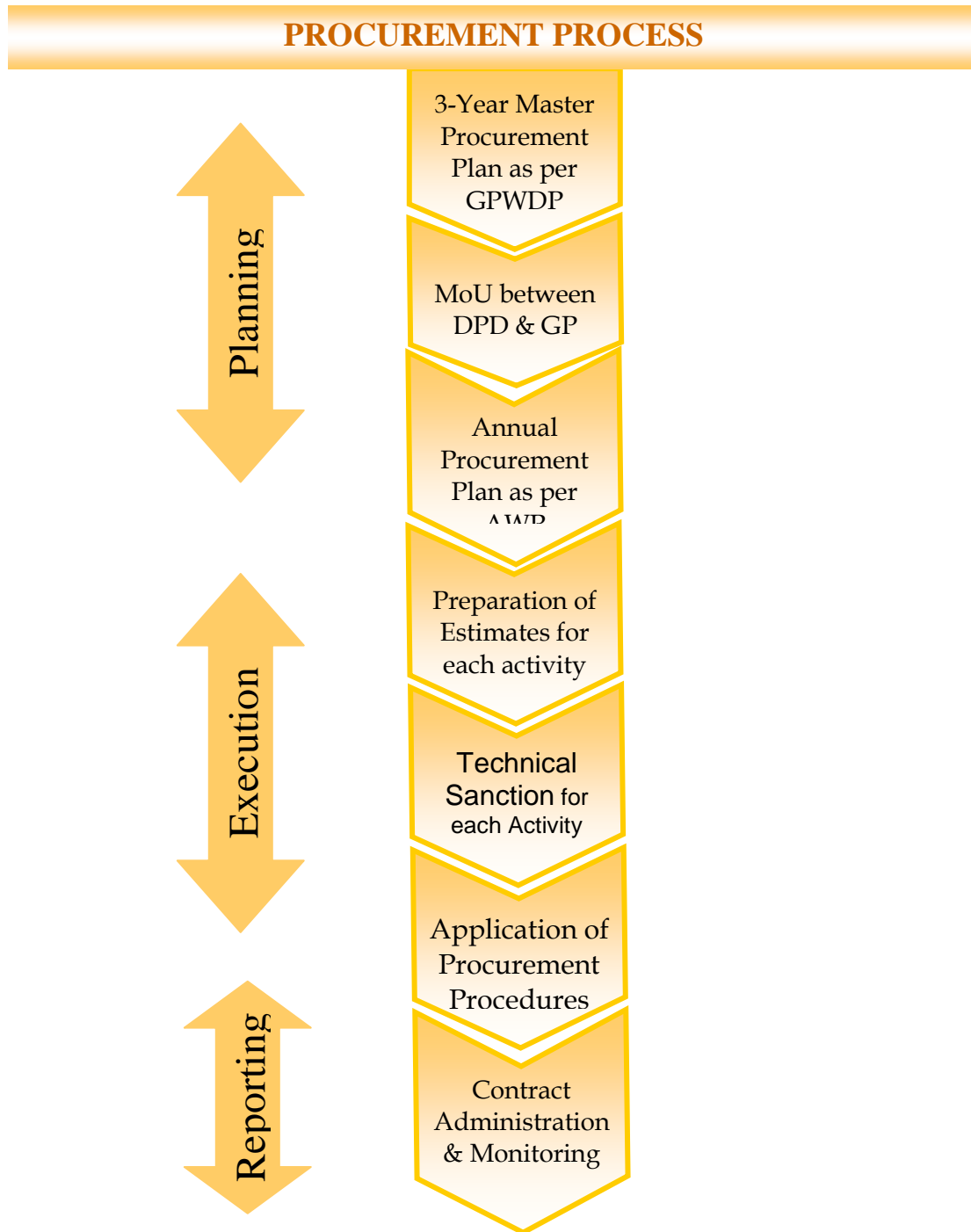
The following entities are involved in the procurement of goods, works and services under the Project at GP level:-

- (i) Gram Sabha
- (ii) Gram Panchayat
- (iii) Water and Watershed Management Committee (WWMC)
- (iv) Procurement sub Committee (PC)
- (v) Deputy Project Director (DPD)/Unit offices/Village in-charge.

The Institutional set up for Community Procurement under the Project is schematically represented below.



2.04 The process of procurement under the project is schematically given below.



Chapter 3

Procedures of Community Procurement under the Project

3.01 Introduction

This chapter details the procedures to be followed for procurement of goods, works and services by the GP implementing the Project. The procedures are supplemented with formats to be used during procurement and also model agreements have been included. While the formats and models have been based on the World Bank norms, these have been suitably amended considering the nature and quantum of procurement to be undertaken by the GP and should be uniformly used by it.

3.02 Authority for Procurement

The authority for procurement emanates from the approved GPWDP, AWP and its quarterly components, the Memorandum of Understanding entered into by the GP with the DPD that includes the Procurement Plans (*see Project Operational Manual*). The goods, works and services to be procured under the Project should be only those that are included in the said documents and technical sanction whereof have been obtained as prescribed. In case of any deviation, prior approval of the authority prescribed in the Financial Manual for GPs should be obtained.

3.03 Constitution of the Procurement sub - Committee

(i) For the supervision and execution of the procurement process and to assist the WWMC, each GP shall constitute a Procurement Sub-Committee (PC) which will function under the instructions of the WWMC. The membership of the PC would be as under:

- The Gram Pradhan and one ward member of the GP, who is also a member of the WWMC, will be selected from amongst themselves in a meeting; and

- One member from each Revenue Village selected by the Gram Sabha in its meeting, with minimum three members having at least one women representative and one SC/ST/OBC representative.
- The Gram Pradhan shall be the Chairperson of the PC.

Form 1 – Model Resolution for selection of member by the Gram Panchayat
Form 2 - Model Resolution for selection of members by the Gram Sabha

The membership would be on a rotational basis and would be reconstituted every year as per the procedure mentioned above. The quorum of the PC would be minimum three members with at least one member each of the GP and the community. All decisions would be by a simple majority of the members present and voting.

A Ward member would be the Secretary of the PC. Some of the functions of the Secretary vis-à-vis procurement would be:

- Issue of receipts for sale of tender documents
- Receiving of tenders
- Providing information to the perspective bidders
- Maintaining records regarding the activities of the PC

The Account Assistant shall assist the Secretary of PC in performing the aforesaid functions.

3.04 Delegation of Powers for Procurement

The power for approving the procurement of goods, works & services are vested in the following authorities:

- Single procurement up to Rs. 2,500 should be made with the approval of the WWMC
- Single procurement above Rs. 2,500 would require the approval of the GP, subject to the recommendation of the WWMC

3.05 Procurement Plans

- (i) Each GP would prepare a three year Master Procurement Plan, within the overall GPWDP, which would form part of the Memorandum of Understanding. A detailed Annual Procurement Plan shall also be prepared, sub - divided into quarterly plans, corresponding with the AWP. The Procurement Plans so prepared would be approved along with the GPWDP/AWP at the forums

Form 3 – Model format for Master Procurement Plan for Goods

Form 4 - Model format for Master Procurement Plan for Works & Services

Form 5 – Model format for Annual Procurement Plan for Goods

Form 6 - Model format for Annual Procurement Plan for Works & Services

- prescribed and within the time schedule stipulated in the Project Operational Manual.
- (ii) The PC, in consultation with the WWMC, shall draft the Procurements Plans. The MDT representative of the Project /PNGO will be the key facilitator. He/She would provide project related information to the GPs and RVCs, facilitate procurement planning and provide technical guidance and oversight during implementation. The Master Procurement Plan shall summarise the procurements emanating from the activities defined in the GPWDP. The Annual Procurement Plans shall detail *inter alia* the goods, works or services to be procured, the quarterly procurement schedule and proposed procurement methods for each of the activity defined in the AWP.
- (iii) The goods, works or services, which could not be procured in the planned quarter, should be included in the procurement plan of the succeeding quarter stating therein the reasons thereof. In the eventuality, the procurement gets postponed to the next year, the same shall be included in the Annual Procurement Plan for that year and approval obtained along with the AWP.

3.06 Execution of Work

The WWMC will have the right to appoint anyone of the following Implementers given in the order of priority for the implementation of the work:

- i. The **Individual Farmer** (Beneficiary) for the work to be executed on his individual land. (In that case, **Individual** will work as a contractor)
 - ii. **RVC/ VP /User Group** which will work as a contractor to GP will be engaged for the activities to be implemented on common/ community/village assets. This arrangement will also apply on individual land or asset if the beneficiary has no objection and gives his consent in writing.
 - iii. The **Gram Panchayat**
- The First Right of implementation of every work under the project rests with village-level entities such as individual farmer, RVC, User Group or the Van Panchayat. If these options are not available then the GP itself may decide to execute the works. If all the above options refuse or fail to take up project activities under GPWDP as per plan only then, the works will be awarded to independent contractors. However the WWMC will have to obtain in writing their inability to undertake the project activities before awarding the contract for the said work to an independent contractor.
 - In case of special technical requirements for which the above mentioned village level institutions do not possess adequate capabilities, and then the WWMC may outsource **a contractor** having past experience in specialized technical works. Such a Contractor will be appointed only after the concerned Beneficiaries have deposited the full amount of their share for the said activity in advance with the Gram Panchayat.

3.07 Linkages with Project Authorities

- Master Procurement Plan, as approved by the Gram Sabha, shall be submitted to the DPD for its approval along with the GPWDP.

- Annual Procurement Plan, as approved by the Gram Sabha, shall be submitted to the DPD for its approval.
- Technical sanction to be obtained before initiation of any activity. In case of variation i.e. the actual price exceeds the technical sanction limit, approval would be obtained as per existing WMD norms (*see Financial Manual for GPs*).
- The DPD would prepare a Yellow Page Directory containing the database of suppliers and the items dealt with by them. It is expected that the GPs would make use of this Directory during procurements.
- All contracts for procurement of goods, works or labour supply estimated to cost above US\$ 30,000 (Rs. 16,20,000.00, Rupees Sixteen lakhs twenty thousands) only shall be subject to prior review by the concerned DPD Office or its authorised representative.
- All contracts for procurement of consultant services estimated to cost above US\$ 1,000 (Rs.54,000.00 Rupees Forty five thousand) only shall be subject to prior review by the concerned DPD Office or its authorised representative.
- Periodic Procurement Management Reports shall be submitted to the DPD/PUO.

3.08 Methods of Procurement

The GP shall after the identification of the implementer as per para 3.06 proceed with the procurement of goods, works and services in an economic, efficient and transparent manner, through the following procurement methods prescribed. The selection of the method depends upon the entity implementing the work/activity, nature and value of the procurement, and the GPs would follow these procedures.

- Off - the - shelf Procurement (*para 3.09*)
- Procurement through quotations (*para 3.10*)
- Direct Contracting (*para 3.11*)
- Tendering (*3.12*)

The GP should ensure that the beneficiary contribution stipulated to be received as per the technical sanction of the activity shall be collected as per the stipulations given in the Project Operational Manual.

3.09 Off - the - shelf Procurement

- (i) **When to be applied** - This method shall be applied to -
 - (a) each procurement of goods up to Rs. 54,000¹ (Rupees Fifty Four Thousand) only;
 - (b) each procurement of works up to Rs. 1,08,000 (Rupees One lakh eight thousand) only;
 - (c) each procurement of consultancy services of SHGs or other User Groups, individuals for training, demonstration etc.
- (ii) **Activities involved** - The WWMC shall authorise any of its members or any other person to make such procurements. Such person shall procure the items as per specifications at the lowest possible rates.
- (iii) **Prior Review by the Project** - Each contract for consultancy service estimated to exceed Rs. 54000.00 (Rupees Fifty four thousand) only should be reviewed and approved by the concerned DPD Office or its authorised representative before its award, not later than 15 days of receipt of the documents relating to the proposed procurement.

3.10 Procurement through Quotations

- (i) **When to be applied** - This method shall be applied to --
 - (a) each procurement of goods exceeding Rs. 54,000 and up to Rs. 16,20,000.00 (Rupees Sixteen lakhs twenty thousand) only; and
 - (b) each procurement of works exceeding Rs. 1,08,000 (Rs. one lakh eight thousand) and up to Rs. 27,00,000.00 (Rupees twenty seven lakhs) only.

¹ Exchange rate: 1 US\$ = 54 INR

(ii) **Method for obtaining Quotations** - Quotations/rates can be obtained through market survey and/or by issuing Requests for Quotations to the parties listed in the Yellow Page Directory. A minimum of three quotations should be obtained.

(iii) **Activities involved** - The following activities are involved in this method of procurement.

a. The WWMC shall authorise the PC to conduct a market survey and/or issue Request for Quotations (RFQ) for obtaining sealed quotations/rates as per the technical sanction. The Chairperson of the WWMC shall sign the RFQ. The RFQ includes the description of the requirements, the last date and time for submission and the validity period. Quotations can be submitted either by post or in person on any day till the last date and time approved by WWMC.

Form 7 – Specimen of authority for conducting Market Survey

Form 8 – Specimen of the Request for Quotation

b. The sealed quotations received shall be opened by the PC and shall be initialled by all the members of the PC present in the meeting. The Village In-charge /Accounts Assistant shall then prepare the Evaluation Report based on the market survey and the quotations received, on the broad principles given under Tendering procedure in para 4.11 as per the criteria approved by the WWMC and specified in the RFQ. The Evaluation Report contains the recommendations of the PC. In case the lowest bidder has not been recommended, reasons thereof should be recorded.

Form 9 – Specimen of the Evaluation Report

c. The WWMC shall ensure that the quotations/rates are obtained within 5 to 15 days from the date it authorises the PC to conduct market survey and/or issue

RFQ depending on the value of the procurement, distance from the nearest market where the supplier/service provider may be located etc. The evaluation should be completed and submitted before the WWMC for approval and recommendation within 3 days after the last date for conducting market survey and/or submission of RFQ.

- d. Thereafter, the Evaluation Report shall be placed before the GP at their meeting for final approval within one week of the approval of WWMC. Approval of the DPD or its authorised representative shall be obtained for works defined in para 3.10(iii)(f). The GP will then issue its decision for procurement. In case the lowest bidder has not been selected, reasons should be recorded and order placed to the next lowest bidder.

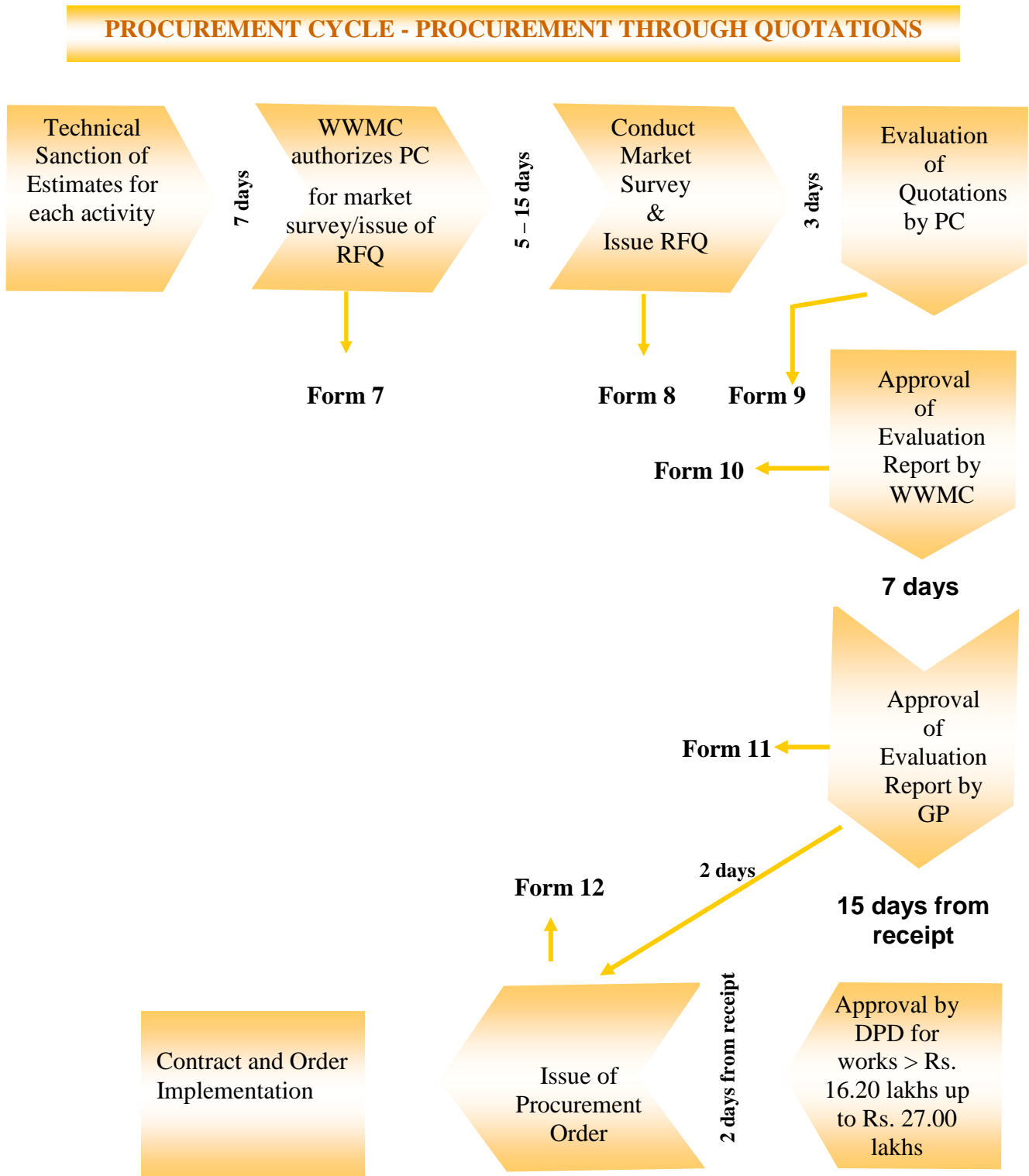
Form10 – Model Resolution for decision for procurement by the WWMC
Form11 – Model Resolution for decision for procurement by the GP

- e. The GP shall then proceed to issue the Procurement Order (PO) signed by the Pradhan within 2 days of its decision or the receipt of the approval from the Project.

Form12 – Specimen of Procurement Order

- f. Prior Review by Project - each procurement of works exceeding Rs. 16,20,000 and up to Rs. 27,00,000.00 shall be reviewed and approved by the DPD Office or its authorised representative before its award, not later than 15 days of the receipt of the evaluation report duly approved by the GP.

This method of procurement is schematically represented in the diagram below:



3.11 Direct Contracting

In case of procurement of certain items, the procedures detailed above, if applied, may not give the desired results. In such cases, it is advisable to enter into Direct Contracting for procurement. This section explains the situation in which this method should be applied. However, it should be clearly understood that this method should not be applied extensively, but only in the situation and in the manner prescribed.

- Certain goods of a highly technical nature requiring quality assurance, valued up to Rs. 5,40,000.00 (Rupees Five lakhs forty thousand only)and essential to execute an activity may be procured through direct contracting. Such items which include the following can be procured from established suppliers as per the technical specifications provided by the Project

Description	Source of Procurement
Plant saplings, Seeds, GI wires, GI Pipes, Poly tanks, Poly- houses and tunnels etc.	Registered Nurseries / Registered shops/ TDC/Universities/ NAFED/ VPKAS and approved Govt. agencies.
Bio- Agents, Bio-Fertilizers, Medicines and Vaccines etc.	approved government agency
Bulls and Semen, Goat, Broilers etc.	Uttarakhand Livestock Development Board / BAIF and approved vendors by Govt.

- **Spare Parts/Accessories** - Spare parts or other accessories, compatible with the existing equipment/ goods, may be procured from the original supplier.
- **Proprietary Items** - The required goods, services and works that are proprietary and available from only one source can be procured directly.
- **Panchayat Udyog** - Two or more GPs can join together to set up a tiny manufacturing unit-Panchayat Udyog-as a society. The Government has mandated (GO 5038 - Ga/33-37/74 dated 11.07.1976) that, to the maximum extent possible, the GPs should procure items manufactured by the Panchayat Udyog.

- **Rate Contract by Director of Industries (DI) & Directorate General of Supplies & Disposal (DGS&D)** - The DI and DGS&D enter into Rate Contract Agreement with various parties. It is prescribed that, to the maximum extent possible, the GPs should procure items manufactured by the registered firms which have a rate contract agreement with DI and DGS&D. In that case and no tendering is required. The GPs may enter into direct contract with these firms considering the timely availability of the goods and transportation costs. Alternately, the rates of these firms can be considered as one of the quotations.
- **Contract with RVC/Van Panchayat/User Groups/ Beneficiary in regards to works** -The GP can enter into a contract for execution of works valued up to Rs.27,00,000.00 (Rupees Twenty Seven Lacs), with any of these entities by direct contracting as per guidelines given in the chapter 11 under the head 'sub project agreement' of this Project Operational Manual. In such a case, these entities shall execute the work in accordance with the agreement (Format A-3) signed with the Gram Panchayats. The work shall be supervised and monitored for quality assurance as per the procedures given in the Financial Manual of the GPs and Project Operational Manual.

Extension of Contract- The existing contract for the procurement of goods, works or services, awarded in accordance with any of the aforesaid procedures, may need to be extended, say due to additional requirements. The contract may be recommended for extension by the WWMC if it is satisfied that no advantage can be obtained by further competition, that the prices on the extended procurement are reasonable and the party has satisfactorily executed the existing contract.

3.12 Tendering

When to be applied - This method shall be applied to --

- (a) each procurement of goods exceeding Rs. 16,20,000.00 (Rupees sixteen lakhs twenty thousand) only; and
- (b) each procurement of works exceeding Rs. 27,00,000.00 (Rupees twenty seven lakhs) only.

Activities involved in Tendering - The following activities are involved in this method of procurement.

- Preparation of Tender Documents
- Prior Review by Project
- Advertisement/Dispatch/Display of Notice Inviting Tender (NIT)
- Issue of Tender Documents
- Submission of Tenders
- Public opening of Tenders
- Evaluation of Tenders
- Post Review by Project
- Final Selection and Approval
- Award of Contract

a. **Preparation of Tender Documents** - The tender documents are the means of communication between the client and the prospective suppliers/service providers and they should be properly drafted and be unambiguous. The tender documents shall furnish all the information necessary for the prospective bidder to prepare a tender for the goods, works & services intended to be procured. While the text of these documents may vary with the size and nature of the proposed tender package and contract, they generally include the following information.

- Notice Inviting Tender(NIT)
- Conditions of the contract - scope of work, goods to be supplied, rights and obligations of the GPs and the Supplier or contractor
- Description of goods/services or Bill of Quantities

- Specifications and drawings
- Delivery time or schedule of completion
- Schedule of payments
- Terms of transit insurance, if required
- Validity period of the Tender
- Minimum performance requirements, including performance security
- Location of the goods/work/services to be supplied/provided
- Evaluation and selection criteria
- Form of contract

The PC would prepare the tender documents in consultation with the WWMC as per the approved estimates of the activity (*see Financial Manual for GPs*). The latter would then place the documents before the GP for its approval within one week of the technical sanction.

Form 13 – Model Tender Documents for procurement of Goods
Form 14 – Model Tender Documents for procurement of Works/Services

- b. **Prior Review by Project** - The GP would then immediately forward the tender documents to the concerned DPD Office or its authorised representative for its comments and approval. Modifications if any, conveyed shall be incorporated in the documents. The concerned DPD or its authorised representative should convey its approval/comments in writing to the GP not later than 15 days after the receipt of the documents.
- c. **Advertisement/Dispatch/Display of NIT** - The objective of the NIT is to procure at the best price for the desired quality and includes description of the requirements, relevant dates for purchase, submission and opening of tenders, cost of the documents etc. The bidding period, i. e. the time allowed for the preparation and submission of tenders should be 15 to 30 days from the date of

commencement for sale of documents. The Chairperson of the WWMC shall sign the NIT.

Form 15 – Specimen of Notice Inviting Tender

The NIT should be adequately publicised within one week of receipt of approval/comments from the Project authorities through the following medium.

- Advertisement in the local/regional newspapers;
- Display on the notice boards of the Gram Panchayat, Kshettra Panchayat and the Unit Office;
- Dispatch to the parties listed in the Yellow Page Directory.

- d. **Issue of Tender Documents** - The tender document shall be signed by the Chairperson of the WWMC before its issue to the prospective bidder. The issue of tender documents should commence from the date mentioned in the NIT. If a fee is to be charged for the tender documents, it should not be so high as to discourage the prospective bidders. The sale/issue should stop on the date and time mentioned in the NIT. The Village In-charge /Accounts Assistant would control the issue/sale of the documents including issue of receipts and recording of the sale of documents. At the close of the issue/sale, the Village In-charge /Accounts Assistant would inform the PC of the number of documents sold and the names of the parties. Cash/cheques received against the sale of tender documents should be deposited in the bank account of the Project on the same/next day.

Form 16 – Specimen of the Receipt Book

- e. **Submission of tenders** - All prospective bidders should be provided the same information and should get equal opportunity to obtain additional information,

on a timely basis, so as to enable them to prepare appropriate tenders. The information shall be provided by any member of the PC or by the Village In-charge /Accounts Assistant. The request for additional information should be made in writing. The response to such requests should be discussed by the PC and communicated in writing to each recipient of the original tender document in sufficient time before the dead line for receipt of tenders. If necessary, the dead line shall be extended.

In exceptional circumstances, the deadline for submission of tender may be required to be extended. Such extension shall be authorised by the GP on the recommendation of the WWMC. The extension of time shall be communicated in the manner given in para 3.12 (ii) (c).

The tenders shall be received at the address given in the NIT and shall be kept in the custody of the PC. The bidders can submit the tenders through registered post or in person. In the latter case, the Village In-charge /Accounts Assistant shall issue acknowledgement of receipt of the tenders.

Form 17 – Specimen of acknowledgement of receipt of quotation/tender

- f. **Public opening of tenders** - The PC shall open the tenders at the place and time specified in the NIT. The date for the opening of tenders should preferably be the same as for the deadline for receipt of tenders and the time of opening should be immediately thereafter.

The tenders shall be opened in the presence of the bidders or their representatives, who choose to be present. The name of the bidder and the total amount of each tender shall be read aloud. Tenders received after the time stipulated in the NIT would not be opened, read out and considered.

All tenders received should be recorded in a register stating therein the name of the bidder, whether tender opened or not, total number of the bids opened and attendance of persons present. The bidders shall not be requested or permitted to correct/modify/revise the tenders once they have been opened. All members of the PC present shall initial all the pages of the tenders and the register. The documents would be kept under the custody of the Village- In-charge/ Account Assistant.

- g. **Confidentiality** - After the public opening of the tenders information relating to the examination, clarification, evaluation of bids and recommendations concerning award of contract shall not be disclosed to the bidders or other persons not official concerned with the process until the successful bidder is notified of the award.
- h. **Examination of Tenders** - The PC would ascertain whether the tenders
- have been properly signed;
 - are accompanied by required security, if any;
 - are substantially responsive to the tender documents i.e. it does not contain material deviations or reservations to the terms, conditions and specifications;
 - are otherwise generally in order.

If a tender is not substantially responsive it shall not be considered for further evaluation. The bidder shall not be permitted to correct or withdraw such material deviations or reservations once the tender has been opened.

- i. **Evaluation of Tenders** - The PC shall prepare a detailed report on the evaluation and comparison of tenders, ascertain the bidder with the Lowest Evaluated Cost and make out its recommendation, clearly specifying the reasons on which the recommendation is based. This report duly signed by all the members of PC

present shall then be forwarded to the WWMC for their recommendations within 3 days after the last date for submission of tenders. Thereafter, the report shall be placed before the GP at its meeting for consideration and approval within one week of approval by WWMC.

Form 18 – Model Resolution for approval of the Tender Evaluation Report by the GP

To ensure uniform evaluation across the tenders, the following points should be considered during evaluation.

- The tender price read out at the public opening shall be adjusted to correct any arithmetical errors or make adjustments for any quantifiable non-material deviations or reservations.
- Clarifications or Alterations of Tenders – The bidders should not be requested or permitted to alter/revise their tenders after the deadline fixed for the receipt of tenders. The WWMC may, if required, seek clarifications, in writing, from the bidders to facilitate evaluation of tenders, but shall not permit the bidders to change the substance or price of their tenders. The clarification from the bidders should be in writing.
- **Pricing** - The comparison of the tender amount should be based on all the components specified in the tender documents to ensure uniformity. For instance, if evaluation is based on ex-works/ex-factory cost, then this basis should be similar for all tenders. Or where transportation, installation or similar costs are part of the price, then it should be included in all prices being compared. If any component has not been included in the tender price and

cost whereof cannot be reasonably arrived at, the tender should be declared “non – responsive”.

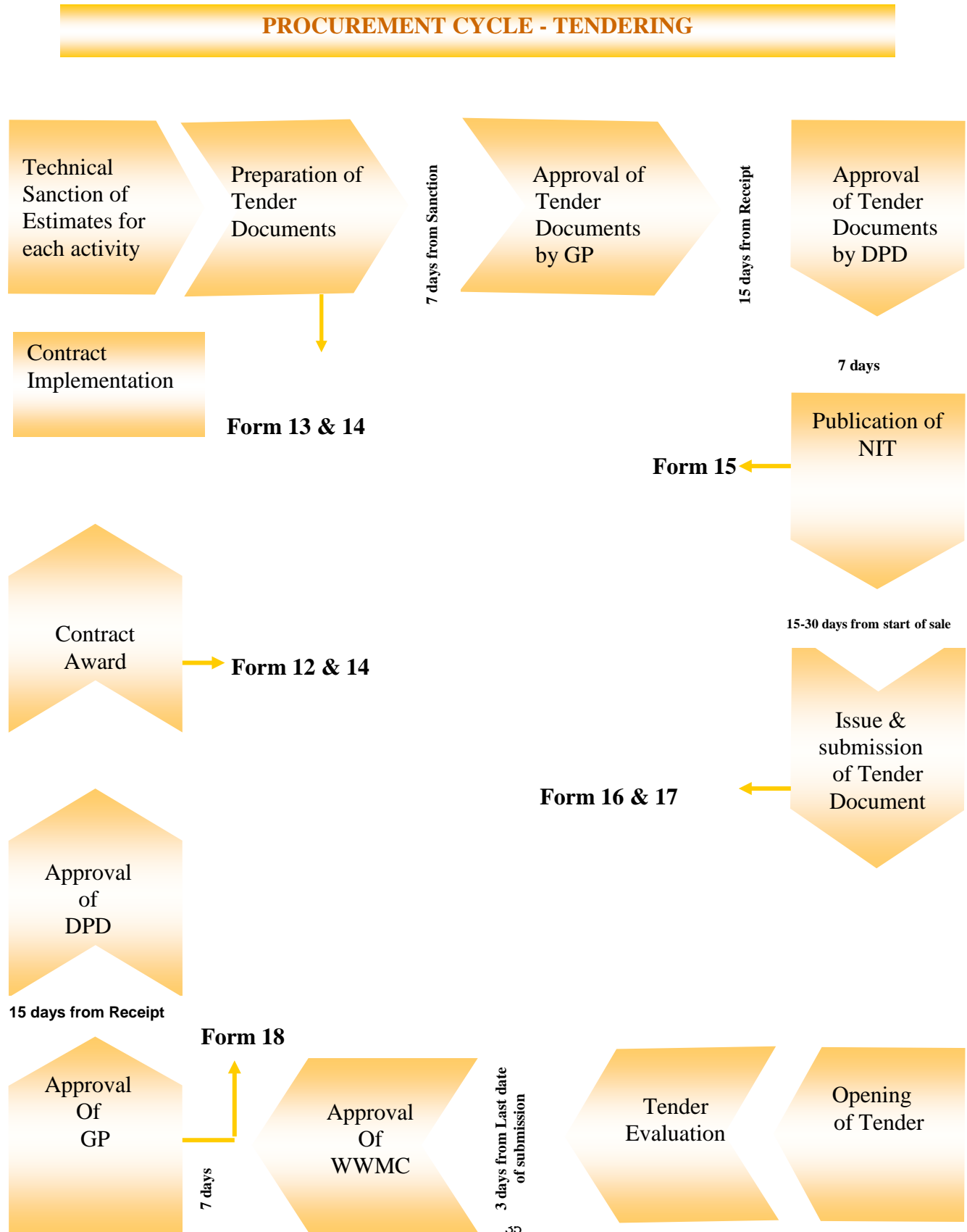
- **Responsiveness** – The tenders should be evaluated to ascertain that they substantially comply with terms and conditions specified in the tender documents. For instance, if sufficient information is not available with respect to the experience of the bidder or, if financial details have been asked for, but have not been appropriately provided to facilitate evaluation. The PC shall also determine whether the bidders have the capability and resources to effectively execute the contract. In such circumstances, the PC shall declare the tender as “substantially non – responsive” and hence reject the tender.
- **Rejection of all tenders** – Circumstances may arise where all the tenders are liable for rejections due to lack of effective competition or all the tenders are not substantially responsive. Based on the recommendations of the PC, the WWMC would obtain the permission of the GP for rejecting all the tenders. If the tenders are rejected due to the aforesaid reasons, the GP resort to re-tendering.

However, caution need be exercised to ensure that all tenders should not be rejected solely on the basis that they substantially exceed their estimates. Such action should be placed in the next Gram Sabha.

- j. **Post Review by Project** – The tender evaluation report shall after the approval by GP, be submitted to the concerned DPD Office or its authorised representative for obtaining its comments or no objection/approval. The Project authorities are expected to review the process to ensure that there are no material deviations from extant procurement guidelines, and due care has been made in the

- evaluation. The comments or no - objection/approval should be given by the Project authorities in writing not later than 15 days after the receipt of the Report.
- k. **Award of Contract** - After receiving the no objection/approval of the Project authorities, the GP shall then proceed to award the contract to the selected party. The GP shall issue a Letter of Acceptance of Tender for signing of the contract and to proceed with the work (*per Form 14*) or sign a contract for procurement of goods and issue the Procurement Order (*per Form 12*) within two days of receipt of approval from the Project authorities. The bidder shall not be required to undertake responsibilities for work which have not been stipulated in the tender documents or otherwise to modify the tender as originally submitted.

This method of procurement is schematically represented in the diagram below:



Chapter 4

Administration and Monitoring System

4.01 Introduction

This Chapter outlines the Administration and Monitoring System for procurement under the Project. The GPs are expected to implement the system prescribed hereinafter for efficient administration and monitoring of contracts/procurement orders and to ensure that the procedures prescribed for procurement have been followed.

4.02 Recording

The GPs shall maintain the following three registers for recording at the pre-award and post-award stages.

- **Tender and Procurement Registers** – The objective of these Registers is to capture and monitor the activities involved in the procurement process. The Register shall have separate folio for each procurement through tender, quotations and shall

Form 19 - Format of Tender Register

Form 20 – Format of Register for Procurement through Quotations

contain the projected and actual date of performing the various stages of the process.

- **Contract Register** – This Register would capture the performance of the contract or the Procurement Order. It would enable monitoring the status of each contract with respect to the contract value, amount of invoices and amount paid till the completion of the contract. The contract details shall be captured from the Tender and Procurement Registers and the actual payment details from the financial records.

Form 21 – Format of the Contract/Procurement Order Register

The Village In-charge /Accounts Assistant, or any member of the WWMC/PC so authorised by the WWMC, shall prepare these registers. The WWMC and the GP shall periodically review the Registers as part of their monitoring and control function and, based on the review, shall issue instructions in case of any discrepancy. These Registers shall form the basis for preparation of the Procurement Management Reports (PMR).

4.03 Procurement Management Reports

- i. The PMRs are a “walkthrough” of the process of procurement and would enable the Project Management to monitor the status of the major procurements and whether the provisions of this Manual are being complied with. The GPs shall prepare, in the manner prescribed, the PMRs as part of the Management Information System. The PMRs would be prepared on quarterly basis. The Village In-charge /Accounts Assistant shall prepare the PMR, reviewed by the PC/WWMC and then placed before the GP at its meeting. The Gram Pradhan, the Chairperson of the WWMC and the Village In-charge shall sign the PMR. Thereafter, the PMR shall be directed to the PUO by the 10th of the next month.
- ii. The following three reports shall be prepared from the records and other documents relating to procurement.

Form 22 - PMR I for procurement through Tenders

Form 23 - PMR II for procurement through Quotations

Form 24 - PMR III for procurement through Direct Contracting

The PMRs shall be prepared in three copies – one copy each would be retained by the GP and the WWMC and one copy would be directed to the PUO.

4.04 Internal Controls

The following internal controls are recommended in the procurement process.

- Any decision taken on procurement shall be taken in a meeting of the GP or the WWMC. If due to emergent circumstances, the Gram Pradhan takes a decision, *post facto* approval shall be taken at the next meeting.
- The GP shall deal with matters relating to procurement only after the WWMC has forwarded its recommendations thereon.
- Provision has been made, in the procurement process, for revision of dates (such as last date of sale or date of opening). It should be ensured that this provision is used sparingly, with adequate reasons, and not more than twice.
- The Receipt Book for sale of tender forms and the Procurement Order shall be serially numbered.
- The WWMC shall ensure that the cash/cheques received on sale are deposited in the bank account of the Project by the Village In-charge on the same/next day.
- The GP and the WWMC shall periodically conduct physical verification of material kept in central stores and reconcile these with the store records.

4.05 Audit

- i. The Financial Manual for GPs envisages External Audit by the Chief Audit Officer, Co- operatives and Panchayats (under the Panchayat Raj Act) and Internal Audit by firms of Chartered Accountants appointed by the Project. With respect to procurement, the Financial Manual provides the following under “Audit Program for Gram Panchayats” with respect to Internal Audit.

“Verification of documents relating to procurement of material and proper implementation of the Procurement Manual in this regard. Also verification of the

records prescribed in the Procurement Manual, whether they are being maintained by the RVC or other Executor for control of material."

- ii. It would be the responsibility of the GP and the WWMC to facilitate the Audit and ensure that the books and records relating to procurement are produced before the Auditors. It would also be their duty to effect compliance to the audit findings timely and completely.

4.06 Transparency and Social Audit

- i. Social Audit is a participatory audit and accountability is directly to the citizens. It is the medium through which information is disseminated to the citizens and they get the opportunity of evaluating the works implemented and judge their procurement, quality, effectiveness and conformity to accepted norms.
- ii. To achieve the above objectives, each GP shall, with the assistance of the WWMC, facilitate Social Audit in the following manner, relating to procurement, as a supplement to the process provided in the Financial Manual for GPs.
 - The Procurement Plans shall be placed before the Gram Sabha for their consideration.
 - Information with respect to intended procurement through quotations and tendering should be displayed by the GP on the notice boards at the Panchayat Bhawan, Community Halls and other public places.
 - Any member of the Community can request the GP to examine the documents regarding procurement, including PMRs. In such a case, the Village In-charge /Accounts Assistant shall facilitate the inspection of the procurement documents. Copy of any document can also be requested by the member on payment of fees prescribed in the Panchayat Raj Rules.

- At each meeting of the Gram Sabha, the Proceedings Book of the WWMC and a copy of the PMRs shall be kept at the venue for inspection by the Community.
- Any complaint against the GP by the prospective bidders shall be submitted to the office of the DPD for redressal. The DPD shall take up the issue with the GP through the PUO.

4.07 Amendments in the Community Procurement Manual

During the course of the implementation of the Project, there may arise a situation requiring amendment to this Manual to ensure smooth procurement and to remove any hindrances. In such an eventuality, a Proposal for Amendment can be moved by the Project or by a GP/WWMC, giving the nature and reasons thereof. The proposal shall be examined by the Project Director and if found reasonable, shall be placed before a Committee comprising of equal representatives of the project and the GPs and chaired by the Project Director (*as per Financial Manual*). The amendment shall be passed by a simple majority and forwarded to the World Bank for its approval. On approval by the World Bank, the amendment shall be incorporated in the Manual and disseminated to all the GPs who shall likewise include the amendment in their copy of the Manual.

4.08 Capacity Building Measures

For the effective implementation of the Community Procurement Manual at the GP level, the Project should initiate Capacity Building measures for imparting training to the GPs on procurement and in the use of this Manual.

- Training may be conducted initially by the WMD where the Project staff shall be acclimatised about the concept of Community Procurement, the methods of procurement, the Procurement Administration & Monitoring System and the procedures and responsibilities prescribed in this Manual so as to promote effective

supervision and monitoring as also cater to the needs of the new decentralised implementation arrangements.

- WMD may hire the services of qualified and experienced individuals/NGOs/ Consultants or other agencies to conduct a sustained Information, Education and Communication campaign to increase the general awareness in the communities about the Project, terms of participation and overall transparency. Services of such agencies may also be hired to provide technical assistance, training to the functionaries of the GP, WWMC, PC & RVC build/strengthen their capacity in the use of the Community Procurement Manual including the formats.
- Extensive training should be given to the Village In-charge and Accounts Assistant on the procurement procedures stipulated in the Manual so that they can guide and assist the GPs in their implementation.
- Refresher training should be organised for the GPs periodically throughout the implementation of the Project.

Form 1

Resolution for selection of a member of the Procurement sub-Committee by the GP

[Refer Para 3. 03 of the Community Procurement Manual]

Gram Panchayat _____ Block _____ District _____

Venue:

Date:

A meeting of the Gram Panchayat was convened to nominate one ward member, being a member of WWMC, as a member of the PC to assist the WWMC in the execution and administration of the procurement process in Uttarakhand Decentralised Watershed Development Project-II. He/She shall be a member of the PC for the year _____. On the basis of discussions held, the following member has agreed and hence nominated as the member of the PC.

1) Shri.....s/o.....

Sl. No.	Members of the GP	
	Name	Signature
1.		
2.		
3.		
4.		

Signature of the Village In-charge

**Resolution for selection of members of the Procurement sub Committee in the meeting of
the Gram Sabha**

[Refer Para 3.03 of the Community Procurement Manual]

Gram Panchayat _____ Block _____ District _____

Venue:

Date:

A meeting of the Gram Sabha (of which the quorum was complete) was convened to appoint members of the PC to assist the WWMC of the GP in the execution and administration of the procurement process in Uttarakhand Decentralised Watershed Development Project-II. They shall be the members of the PC for the year _____. On the basis of discussions held, the following persons have agreed and hence nominated as the members of the PC: --

- 1) Shri.....s/o.....village.....
- 2) Shri.....s/o.....village.....
- 3) ShriS/o..Village.....
- 4) Shri S/ovillage.....

Sl. No.	Members of the Community	
	Name and Father's/Husband's Name	Signature
1.		
2.		
3.		
4.		

Note: One member from each village has to be nominated with minimum three members having at least one women representative and one SC/ST/BC representative

Signature of the Village In-charge

Signature of the Gram Pradhan

Master Procurement Plan for Goods

[Refer Para 3.05 of the Community Procurement Manual]

Year _____ to Year _____

Gram Panchayat _____

Date _____

Method of Procurement	Activity		Material description	Budget quantity as per Master Plan	Budgeted amount as per Master Plan (Rs.)	Budget Resources (Rs.)		Remarks
	Code	Description				IBRD/IDA/SG	Beneficiary contribution	
Tendering								
Year - 1								
Year - 2								
Year - 3								
Sub-Total								
Procurement through quotations								
Year - 1								
Year - 2								
Year - 3								

*Uttarakhand Decentralized Watershed Development Project -II
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Method of Procurement	Activity	Material description	Budget quantity as per Master Plan	Budgeted amount as per Master Plan (Rs.)	Budget Resources (Rs.)	Remarks
Sub-Total						
Direct Contracting						
Year - 1						
Year - 2						
Year - 3						
Sub-Total						
Off the shelf						
Year - 1						
Year - 2						
Year - 3						
Sub-Total						
GRAND TOTAL						

Chairperson of WWMC _____ Village In-charge / Account Assistant _____

Gram Pradhan _____

Master Procurement Plan for Works and Services

[Refer Para 3.05 of the Community Procurement Manual]

Year _____ to Year _____

Gram Panchayat _____

Date _____

Method of Procurement	Activity		Nature of work/service as per Master Plan	Budgeted amount as per Master Plan (Rs.)	Budget Resources (Rs.)		Remarks
	Code	Description			IBRD/IDA/SG	Beneficiary contribution	
Tendering							
Year - 1							
Year - 2							
Year - 3							
Sub-Total							
Procurement through quotations							
Year - 1							
Year - 2							
Year - 3							

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Method of Procurement	Activity		Nature of work/service as per Master Plan	Budgeted amount as per Master Plan (Rs.)	Budget Resources (Rs.)		Remarks
Sub-Total							
Direct Contracting							
Year - 1							
Year - 2							
Year - 3							
Sub-Total							
Off the shelf							
Year - 1							
Year - 2							
Year - 3							
Sub-Total							
GRAND TOTAL							

Chairperson of WWMC _____

Village In-charge / Account Assistant _____

Gram Pradhan _____

Annual Procurement Plan for Goods

[Refer Para 3.05 of the Community Procurement Manual]

Year _____

Gram Panchayat _____

Date _____

Method of Procurement	Activity		Material description	Budget quantity as per Annual Action Plan	Budgeted amount as per Annual Action Plan (Rs.)	Budget Resources (Rs.)		Remarks
	Code	Description				IBRD/IDA /SG	Beneficiary contribution	
Tendering								
Quarter - 1								
Quarter - 2								
Quarter - 3								
Quarter - 4								
Sub-Total								
Procurement through quotations								
Quarter - 1								
Quarter - 2								
Quarter - 3								
Quarter - 4								

*Uttarakhand Decentralized Watershed Development Project -II
Community Procurement Manual*

Method of Procurement	Activity	Material description	Budget quantity as per Annual Action Plan	Budgeted amount as per Annual Action Plan (Rs.)	Budget Resources (Rs.)	Remarks
Sub-Total						
Direct Contracting						
Quarter - 1						
Quarter - 2						
Quarter - 3						
Quarter - 4						
Sub-Total						
Off the shelf						
Quarter - 1						
Quarter - 2						
Quarter - 3						
Quarter - 4						
Sub-Total						
GRAND TOTAL						

Chairperson of WWMC _____

Village In-charge / Account Assistant _____

Gram Pradhan _____

Annual Procurement Plan for Works and Services

[Refer Para 3.05 of the Community Procurement Manual]

Year _____

Gram Panchayat _____

Date _____

Method of Procurement	Activity		Nature of work/service	Tentative time frame as per Annual Action Plan	Budgeted amount as per Annual Action Plan (Rs.)	Budget Resources (Rs.)		Remarks
	Code	Description				IBRD/IDA /SG	Beneficiary contribution	
Tendering								
Quarter - 1								
Quarter - 2								
Quarter - 3								
Quarter - 4								
Sub-Total								
Procurement through quotations								
Quarter - 1								
Quarter - 2								

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Method of Procurement	Activity	Nature of work/service	Tentative time frame as per Annual Action Plan	Budgeted amount as per Annual Action Plan (Rs.)	Budget Resources (Rs.)		Remarks
Quarter - 3							
Quarter - 4							
Sub-Total							
Direct Contracting							
Quarter - 1							
Quarter - 2							
Quarter - 3							
Quarter - 4							
Sub-Total							
Off the shelf							
Quarter - 1							
Quarter - 2							
Quarter - 3							
Quarter - 4							
Sub-Total							
GRAND TOTAL							

Chairperson of WWMC _____ Village In-charge / Account Assistant _____ Gram Pradhan _____

Form 7

Authority by the Watershed Committee for Conducting Market Survey

[Refer Para 3.10 of the Community Procurement Manual]

Name of Gram Panchayat: _____ Nominated members of the PC

Date _____

1. Shri _____

2. Shri _____

3. Shri _____

S.No	Description of Goods/Works/Services	Estimated Quantity of Goods/Works as per Technical sanction	Delivery Period/ Period of work completion	Place of delivery/work	Other Requirements	Technical Sanction No.
1.						
2.						
3.						

The aforesaid members of PC are hereby authorised to conduct a market survey in the following markets for the purpose of procuring Goods/Works/Services on _____(date).

Name of Market _____ Location _____

Name of Market _____ Location _____

Name of Market _____ Location _____

Further the RFQ be issued to the under mentioned parties listed in the Yellow Page Directory

Name of the Party	Address
-------------------	---------

- 1.
- 2.
- 3.

(If they are aware of any authorised dealers of goods, they can mention the name also)

- 1- The PC will contact authorised dealers/contractors/service providers of the required goods/ works/ services and obtain Sealed Quotations/Proforma Invoices of the rates of the same from them. The brand names of the goods should be mentioned on these documents.
- 2- They should ensure that the quality of the goods and qualifications of the service providers/contractors should be as per requirements and the goods should have the ISI mark.
- 3- It is essential to ascertain these rates and brands from minimum three dealers.
- 4- In the Proforma Invoices, the following points should necessarily be recorded:
 - (i) The Proforma Invoice should be given on a paper, which should preferably have the printed or stamped name of the dealer/firm.
 - (ii) The firm should be registered with the Trade Tax Authority and should preferably have a PAN No. under the Income Tax Act, 1961.
 - (iii) The Proforma Invoice should have the name of the material, Brand, ISI mark, Quantity, Rate of Unit Cost, Total Cost etc.

(iv) If any concession/rebate is proposed to be given it should also be recorded in the Invoice.

5. The quotations shall be evaluated as per the following criteria _____
6. The Market Survey should definitely be completed and RFQ obtained by _____ (date & time).
7. The quotations/rates obtained through market survey and/or issue of RFQ shall remain valid for a period of ___ days after the last date of market survey/submission of RFQ.

Members of the WWMC		
S.No	Name	Signature
1.		
2.		
3.		
4.		

- Note:
1. The last date and time for conducting market survey and submission of RFQ should be the same.
 2. The criteria for evaluation and award of contract shall be clearly spelt out viz. Cost, qualification/experience or both for all items together or separately for each item.

Request For Quotation

[Refer Para 3.10 of the Community Procurement Manual]

To,

Dear Sirs,

Sub: Request for Quotation for supply/work of

1. You are invited to submit your most competitive quotations for supply of _____

Brief Description of the goods/works/services	Specifications	Quantity of Goods/ Works as per technical estimate	Delivery Period/ Period for completion of work	Place of Delivery /Work	Other requirements

2. The GP _____(name) of Block _____ & Zila _____ has received a credit (MoU No. _____ dated _____) from the Watershed Development Directorate _____ (Address) towards the cost of _____ (Project) and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this request for quotation is issued.
3. The contract shall be for the full quantity/value as described above. All the duties, taxes and other levies payable by the supplier/seller shall be included in the total price. The rates quoted shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
4. The last date and time for submission of the quotation is _____ and the quotation shall remain valid for a period of ____ days after the last date for submission.

5. The quotation should be submitted on printed letterheads of the dealer/firm bearing the Trade Tax Authority no. and preferably the PAN no. allotted under the Income Tax Act, 1961, in sealed envelopes.

1. The quotations shall be evaluated as per the following criteria:

2. We look forward to receiving your quotations and thank you for your interest in the Project.

Signature of the Chairperson of WWMC _____

Address _____

Date _____

Form 9

Evaluation Report for Procurement through Quotations

[Refer Para 3.10 of Community Procurement Manual]

Date _____

Name of Gram Panchayat: _____ Nominated members of the PC

1. Shri _____
2. Shri _____
3. Shri _____

Dates of Market Survey (i) _____
(ii) _____
(iii) _____

Last Date for Receipt of RFQ _____

As per the orders given by the WWMC for the Market Survey (Form – 7 of Community Procurement Manual) on _____ date the following markets have been surveyed:

Name of Market _____ Location _____
Name of Market _____ Location _____
Name of Market _____ Location _____

(If the market survey has been conducted in markets other than those previously specified in Form – 7 mentioned above, the reasons for this change have to be identified and put on record. However, the market survey should not be conducted after the last date specified by the WWMC. If there are any other relevant points to be noted, they may also be put in writing. The PC shall also the open the quotations obtained against the request dispatched and prepare the comparative report given below based on their market survey and the quotations received against the request).

Comparative Report

S.No.	Goods/works/services	Name of Authorised Dealer/Supplier/Contractor/Service Provider			Amount (Rs.)	Other Criteria if any	Remarks
		Messers: (Rate)	Messers: (Rate)	Messers: (Rate)			
1.							
2.							
3.							

(Proof of the above-mentioned rates in the form of Quotations/Proforma Invoices has to be attached)

On the basis of the evaluation of the quotations, as per the criteria approved by the WWMC and given in the Comparative Report above, it is hereby recommended that the Goods at S.Nos. from Messers.....and the works/services at S.Nos.....from Messers.....may be procured at the rates mentioned therein subject to the approval of the WWMC and the GP.

Members of the PC		
S.No	Name	Signature
1.		
2.		
3.		

Signature of Account Assistant / Gram Pradhan _____

Decision for Procurement by the Water and Watershed Management Committee

[Refer Para 3.10 of the Community Procurement Manual]

Date _____

Name of Gram Panchayat: _____

On _____ (Date), the PC presented the Evaluation Report for procurement against _____ activity (Technical sanction No. ____) before the WWMC. The members discussed the Comparative report and other points mentioned, and subsequent to this discussion, they approved the procurement of following goods/works/services:

S. No	Goods/Works/ Services	Quantity as per technical estimate and specifications	Delivery period/ period for completion of work	Place of delivery/ work	Unit Price/Rate (Rs.)	Amount (Rs)	Payment Terms	Name and address of the approved supplier/contractor/ service provider
1.								
2.								
3.								

(If there are any decisions made at the meeting of the WWMC, which are different to those recommended by the PC, the reasons for taking them must be duly recorded).

The Evaluation report alongwith the decision taken in this meeting be submitted before the GP for final approval.

Members of WWMC		
S.No.	Name	Signature
1.		
2.		
3.		
4.		

Decision for Procurement by the Gram Panchayat

[Refer Para 3.10 of the Community Procurement Manual]

Date _____

Name of Gram Panchayat: _____

On _____ (Date), the WWMC presented the PC's Report before the GP. The members discussed the Comparative report and the recommendation and approval of the WWMC, and other points mentioned, and subsequent to this discussion, they approved the procurement of following goods/works/services:

S. No	Goods/Works/ Services	Quantity as per technical estimate and specifications	Delivery period/ period for completion of work	Place of delivery/ work	Unit Price/Rate (Rs.)	Amount (Rs)	Payment Terms	Name and address of the approved supplier/contractor/ service provider
1.								
2.								
3.								

(If there are any decisions made at the meeting of the GP, which are different to those recommended by the WWMC, the reasons for taking them must be duly recorded).

According to the above-mentioned decisions of the GP, the Gram Pradhan/Up Pradhan is hereby authorised to issue the Procurement Order.

Members of Gram Panchayat		
S.No.	Name	Signature
1.		
2.		
3.		
4.		

Note. If the value of the procurement exceeds the value specified in the technical estimate then approval should be obtained as per the existing norms.

Form 12

Procurement Order

[Refer Para 3.10 of Community Procurement Manual]

No. _____

Date _____

To,

_____ (Supplier/Contractor/Service Provider's Name)

_____ (Address)

From: Name of GP _____

Block _____

Zila _____

1. Brief Particulars of the goods/works/services, which shall be supplied/provided, are:

Sl. No	Brief Description of Goods/Works/Services	Specifications	Quantity as per technical estimate	Unit Price/Rate	Total Price including taxes, duties etc.

2. Delivery Terms

3. Delivery Schedule

4. Payment Terms

5. Other conditions

Signature of Gram Pradhan /Up Pradhan _____

Note. The details in the Procurement Order should be in conformity with those given in the Procurement Decision by the Gram Panchayat (per Form 10)

FORM - 13

[Refer Para 3.12 of Community Procurement Manual]

TENDER DOCUMENTS FOR PROCUREMENT OF GOODS

By Gram Panchayat

(For contracts valued above Rs. 50,000 each)

1. Notice Inviting Tender (NIT)

Date _____
MoU No. & Date _____
NIT No. _____

(a) The Gram Panchayat _____ [name] of Block _____ [name] & Zila _____ [name] has received a credit (MoU No. _____ dated _____) from the Watershed Development Directorate, _____ (Address) towards the cost of _____ Project and it is intended that part of the proceeds of this credit will be applied to eligible payments under the contracts for which this Notice Inviting Tender is issued.

(b) The purchaser now invites sealed bids from eligible bidders for supply of _____ listed below:

_____ {Description & specification of goods and estimated quantity to be
_____ procured}

Where ISI certification marked goods are available in market, procurement should generally be limited to goods with those or equivalent marking only.

(c) Interested eligible bidders may obtain further information from the office of the Gram Panchayat _____ [name]

(d) A complete set of tendering documents may be purchased/obtained by any interested eligible bidder upon payment/free of cost, non-refundable fees as indicated below.

(e) The tendering document may be obtained from the office of the Gram Panchayat _____ from _____ hrs to _____ hrs either in person or by post.

(a)	Price of tendering document (non-refundable)	
(b)	Postal Charges	
(c)	Date of Commencement of sale of tendering document	
(d)	Last date for sale of tendering document	
(e)	Last date & time for receipt of tenders	
(f)	Time & Date of opening of tenders	
(g)	Place of opening of tenders	
(h)	Address for communication	

(f) Earnest money of Rs. _____ shall be given by the bidders in form of cash/cheque/bank draft drawn in favour of _____ payable at _____ at the time of submission of the tender.

(g) Tenders will be opened in the presence of Bidder's representatives who choose to attend on the specified date and time.

2. **Tender Price and Delivery period**

a) The contract shall be for the full quantity as described above. Corrections, if any, shall be made by crossing out, initialling, dating and re writing.

Contd.

- b) All duties, taxes and other levies payable by the supplier under the contract shall be included in the total price.
 - c) Cost of transportation if any, to be borne by the Supplier shall be separately disclosed.
 - d) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
 - e) The goods should be delivered within _____ days from the date of issue of Procurement Order.
3. Each bidder shall submit only one tender.

4. **Validity of Tender**

Tender shall remain valid for a period not less than _____ days after the deadline date specified for submission.

5. The bidder shall seal the tender in an envelope addressed to the _____ (GP). The envelope will also bear the following identification: -
- Tender for _____ (Name of the Contract)
 - Do not open before _____ (time and date of tender opening).
6. Tenders must be received in the office of the _____ (GP) not later than the time and date given in the Notice Inviting Tender. If the specified date is declared a holiday, tenders shall be received upto the appointed time on the next working day.
7. Any tender received by the _____, (GP) after the deadline for submission of tenders will be rejected and returned unopened to the bidder.

8. **Evaluation of Tenders**

The GP will evaluate and compare the Tenders determined to be substantially responsive i.e. which

- (a) Are properly signed; and
- (b) Conform to the terms and conditions, and specifications.
- (c) Are registered with the trade tax authorities and have been allotted a PAN no. under Income Tax Act, 1961
- (d) Other criteria

9. **Award of contract**

- 9.1 The GP will award the contract to the bidder whose tender has been determined to be substantially responsive and who has offered the lowest evaluated cost and sign a contract specifying the agreed terms & conditions.
- 9.2 Notwithstanding the above, the GP reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of contract.
- 9.3 The bidder whose tender is accepted will be notified of the award of contract by the GP prior to expiration of the tender validity period. The terms of the accepted offer shall be incorporated in the Procurement Order.

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10. Payment shall be made as per the following schedule on:

11. Normal commercial warranty/ guarantee shall be applicable to the supplied goods.
12. Information relating to evaluation of tenders and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.
13. You are requested to provide your offer latest by _____ hour's on _____(date).
14. We look forward to receiving your quotations and thank you for your interest in this Project.

Signature: _____
(Chairperson of WWMC)
Address: _____

FORMAT OF TENDER

Sl. No.	Description Goods	Specifications	Qty.	Unit	Quoted Unit Rate in Rs.	Total Amount	
						In Figures	In Words

Gross Total Cost: Rs. _____

We agree to supply the above goods in accordance with the technical specifications for a total contract price of Rs. _____(amount in figures) (Rs. _____ amount in words) within the period specified in the Tender Document.

We also confirm that the normal commercial warrantee/guarantee of _____ months shall apply to the offered goods.

**Signature of Supplier
Address
Sates Tax Regn. No.
PAN No.**

FORM – 14

[Refer Para 3.12 of the Community Procurement Manual]

TENDER DOCUMENT FOR PROCUREMENT OF WORKS By Gram Panchayat

(For contracts valued above Rs. 50,000 each)

**NOTICE INVITING TENDER FOR
WORKS UNDER TENDERING PROCEDURES**

To

Dear Sirs,

Sub: NOTICE INVITING TENDER FOR _____

1. You are invited to submit your most competitive tender for the following works: -

Brief Description of the Works	Approximate quantity of Works	Period of Completion
-----------------------------------	----------------------------------	-------------------------

2. The Gram Panchayat _____ [name] of Block _____ [name] & Zila _____ [name] has received a credit (MoU No. _____ dated _____) from the Watershed Development Directorate, _____ (Address) towards the cost of _____ Project and it is intended that part of the proceeds of this credit will be applied to eligible payments under the contracts for which this Notice Inviting Tender is issued.

3. Interested eligible bidders may obtain further information from the office of the Gram Panchayat _____ [name]

4. A complete set of tendering documents may be purchased/obtained by any interested eligible bidder upon payment/free of cost, non-refundable fees as indicated below.

5. The tendering document may be obtained from the office of the Gram Panchayat _____ from _____ hrs to _____ hrs either in person or by post.

(a)	Price of tendering document (non-refundable)	
(b)	Postal Charges	
(c)	Date of Commencement of sale of tendering document	
(d)	Last date for sale of tendering document	
(e)	Last date & time for receipt of tenders	
(f)	Time & Date of opening of tenders	
(g)	Place of opening of tenders	
(h)	Address for communication	

6. Earnest money of Rs. _____ shall be given by the bidders in form of cash/cheque/bank draft drawn in favour of _____ payable at _____ at the time of submission of the tender.

7. Tenders will be opened in the presence of Bidders or their representatives who choose to attend on the specified date and time.

8. We look forward to receiving your tender and thank you for your interest in this Project.

Contd.

Instructions to Bidders

SECTION - A

1. Scope of Works

The _____ (GP) invites tenders for the _____ works as detailed in the table given below:

Brief Description of the Works	Approximate quantity of Works	Period of Completion
-----------------------------------	----------------------------------	----------------------

To assist you in the preparation of your tender, we are enclosing the following:

- i. Layout Drawings of the works;
- ii. Structural Details;
- iii. Technical Specifications;
- iv. Draft Contract Agreement format, which will be used for finalising the agreement for this Contract.

The successful bidder will be expected to complete the works by the intended completion date specified above.

2. Qualification of the bidder: The bidder shall provide qualification information along with documentary evidence, which shall include: -

- (a) Total monetary value of _____ works performed for each year of the last _ years;
- (b) Income tax clearance certificate from the concerned IT Circle;
- (c) Report on his financial standing; and
- (d) Details of any litigation, current or during the last _ years in which the bidder is involved, the parties concerned and disputed amount in each case.

3. To qualify for award of the contract the bidder:

- (a) Should have satisfactorily completed as a prime contractor at least __ (Nos) similar work of value not less than Rs. _____ in the last __ years; (enclose supporting documents)
- (b) Should possess valid licenses if any, for executing _____ works (in the event of the works being sub - contracted, the sub-contractor should have the necessary license);

4. Bid Price

- a) The contract shall be for the whole works as described in the drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialling, dating and re-writing.

Contd.

- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- (d) Payment shall be made as per the following schedule on:

5. Submission of Tender

5.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the tender.

5.2 Each bidder shall submit only one tender.

5.3 The tender submitted by the bidder shall comprise the following:

(a) Tender in the format given in Section B.

(b) Signed Bill of Quantities; and

5.4 The bidder shall seal the tender in an envelope addressed to the _____ (GP). The envelope will also bear the following identification: -

- Tender for _____ (Name of the Contract)
- Do not open before _____ (time and date of tender opening).

5.5 Tenders must be received in the office of the _____ (GP) not later than the time and date given in the Notice Inviting Tender. If the specified date is declared a holiday, tenders shall be received up to the appointed time on the next working day.

5.6 Any tender received by the _____, (GP) after the deadline for submission of tenders will be rejected and returned unopened to the bidder.

6. Validity of Tender

Tender shall remain valid for a period not less than ____ days after the deadline date specified for submission.

7. Opening of Tenders

Tenders will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

8. Information relating to evaluation of tenders and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

Contd.

9. Evaluation of Tenders

The GP will evaluate and compare the tenders determined to be substantially responsive i.e. which

- (a) Meet the qualification criteria specified in clause 3 above;
- (b) Are properly signed; and
- (c) Conform to the terms and conditions, specifications and drawings without material deviations.

10. Award of contract

The GP will award the contract to the bidder whose tender has been determined to be substantially responsive and who has offered the lowest evaluated tender price and who meets the specified qualification criteria.

10.1 Notwithstanding the above, the GP reserves the right to accept or reject any tender and to cancel the bidding process and reject all tenders at any time prior to the award of contract.

10.2 The bidder whose tender is accepted will be notified of the award of contract by the GP prior to expiration of the tender validity period.

11. Performance Security (*Optional*)

Within ____ days of receiving letter of acceptance, the successful bidder shall deliver to the _____ (GP) the performance security (either a bank guarantee or a bank draft in favour of the GP) for an amount equivalent of ____% of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12.

12. Period of Maintenance:

The “Period of Maintenance” for the work is ____ months/days from the date of taking over possession. During the period of maintenance, the contractor will be responsible for rectifying any defects in the works free of cost to the GP.

13. Purchase of all materials as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

SECTION - B

- 1. Format for Submission of Tender.**
- 2. Format of Letter of Acceptance.**

FORMAT OF TENDER

To:

Subject _____

Reference NIT No _____ dated _____ from _____

Sir,

We offer to execute the Works described in your NIT/Tender document referred to above for a total Contract Price of -

Rs. _____ [in figures]

Rs. _____ [In words].

This tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We hereby confirm that this tender is valid for ____ days as required in Clause 6 of Section A - Instruction to Bidders.

Yours faithfully,

Authorized Signature:

Date: _____

Name & Title of Signatory: _____

Name of Bidder: _____

Address: _____

**LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK**

(LETTERHEAD OF THE GRAM PANCHAYAT)

Dated: _____

To: _____ [Name and address of the Contractor]

Dear Sirs,

This is to notify you that we hereby accept your tender dated _____ for execution of the _____ for the contract price of Rupees _____ [amount in words and figures].

You are hereby requested to furnish performance security for an amount of Rs. _____ (equivalent to ___ of the contract price) within ___ days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of _____ (GP) shall be valid till the expiry of the period of maintenance i.e. upto _____. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than _____ under the instructions of the _____ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, contract for the above said work stands concluded.

Yours faithfully,

Signature of Gram Pradhan/Up Pradhan _____
Name & Address of GP _____

Draft Contract for Works through Tender

CONTRACT

This contract is made on _____ day _____ month _____ Year ____, between the _____ (Gram Panchayat) or its authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor), S/O _____ resident of _____ (hereinafter referred to as the second party), to execute the work of _____ (hereinafter referred to as works) on the following terms and conditions.

2. Cost of the Contract

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. ____ as reflected in Attachment - 1.

3.1 Payments under its contract:

The first party will release payments to the second party for the work in the following manner: -

(The above may be suitably drafted and should be in accordance with the tender document)

3.2 Payments at each stage will be made by the first party:

- (a) on the second party submitting an invoice for an equivalent amount;
- (b) on certification of the invoice by the _____ nominated by the first party with respect to quality of works in the format in Attachment - 2; and

4. Notice by Contractor

The second party, on the works reaching each stage as defined in clause 3.1, issue a notice to the first party or the _____ nominated by the first party, to visit the site for certification of stage completion. Within __ days of the receipt of such notice, the first party or the _____ nominated by it, will ensure issue of stage completion certificate after due verification.

5. Completion time

The works should be completed in _____ (months/weeks/days) from the date of this Contract. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

Contd.

- 6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- a) The first party does not give access to the site or a part thereof by the agreed period.
 - b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
 - c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
 - d) Payments due to the second party are delayed without reason.
 - e) Certification for stage completion of the work is delayed unreasonably.
7. Any wilful delay on the part of the second party in completing the work within the stipulated period will render him liable to pay damages @ Rs. _____ per ____, which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of damages exceeds __ % of the contract amount.

(Note: The GP may suitably incorporate this clause as per requirements)

8. Duties and responsibilities of the first party

- 8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2 The first party shall supply ____ sets of drawings, specifications and guidelines to the second party for the proposed works.
- 8.3 Possession of the site will be handed over to the second party within __ days of signing of the contract.
- 8.4 The person nominated by the first party shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the nominated person. If the deviations are not rectified, the first party as well as the person nominated by it may instruct stoppage or suspension of the work and intimate the same to the first party. It shall thereupon be open to the first party to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the second party

- 9.1 The second party shall:
- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
 - b) employ suitable skilled persons to carry out the works;

contd.

- c) regularly supervise and monitor the progress of work;
- d) abide by the technical suggestions / direction of supervisory personnel of the first party;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
- g) keep the first party informed about the progress of work;
- h) be responsible for all security and watch and ward arrangements at site till completion of the work; and
- f) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

10. Variations

The second party in accordance with the approved drawings and specifications shall carry out the works. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed: -

- a)
- b)
- c)

(Note: The GP may suitably incorporate this clause as per requirements)

11. Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator to be appointed by the first party after obtaining confirmation of the name from the Project Unit Office. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

Signature of the GP
(Authorised Representative)

Signature of Contractor
(Authorised Representative)

Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.

Attachment-1 of Form -4

BILL OF QUANTITIES

Sl.No.	Description of Work	Qty.	Unit	Estimated Cost		Amount
				In figure (Rs.)	In Words	

Gross Total Cost: Rs. _____

We agree to execute the works in accordance with the approved drawing and technical Specification for a total contract price of Rs. _____ (amount in figures) (Rs. _____ amount in words).

Signature of the GP
(Authorised Representative)

Signature of Contractor
(Authorised Representative)

Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.

Attachment – 2 of Form 4

Format of certificate

Certified that the works upto _____ level in respect of _____ at _____ have been executed in accordance with the approved drawing and technical specifications.

Signature
Name & Designation
(Official address)

Place:
Date:

Office seal

Form 15

Notice Inviting Tender (NIT)

[Refer Para 3.12 of the Community Procurement Manual]

Date _____
MoU No. & Date _____
NIT No. _____

1. The Gram Panchayat _____ [name] of Block _____ [name] & Zila _____ [name] has received a credit (MoU No. _____ dated _____) from the Watershed Development Directorate, _____ (Address) towards the cost of _____ Project and it is intended that part of the proceeds of this credit will be applied to eligible payments under the contracts for which this Invitation for Bids is issued.
2. The Gram Panchayat now invites sealed bids from eligible bidders for supply of _____ listed below:

Brief Description of goods/works	Approximate quantity of goods/works	Period of Completion/ Delivery
-------------------------------------	--	--------------------------------------
3. Interested eligible bidders may obtain further information from the office of the Gram Panchayat _____ [name]
4. A complete set of tendering documents may be purchased/obtained by any interested eligible bidder upon payment/free of cost, non-refundable fees as indicated below.
5. The tendering document may be obtained from the office of the Gram Panchayat _____ from _____ hrs to _____ hrs either in person or by post.

(a)	Price of tendering document (non-refundable)	
(b)	Postal Charges	
(c)	Date of Commencement of sale of tendering document	
(d)	Last date for sale of tendering document	
(e)	Last date & time for receipt of tenders	
(f)	Time & Date of opening of tenders	
(g)	Place of opening of tenders	
(h)	Address for communication	

6. Earnest money of Rs. _____ shall be given by the bidders in form of cash/cheque/bank draft drawn in favour of _____ payable at _____ at the time of submission of the tender.
7. Tenders will be opened in the presence of Bidder's representatives who choose to attend on the specified date and time.
8. We look forward to receiving your tender and thank you for your interest in this Project.

Signature of Chairperson of WWMC _____
Name & Address of GP _____

Receipt Book

[Refer Para 3.12 of the Community Procurement Manual]

Gram Panchayat _____ Block _____ District _____

Date: _____

Book No. _____

Receipt No. _____

Received with thanks from _____ a sum of Rs. _____ (Rupees
_____ in words) on account of Sale of Tender documents against NIT NO. _____ for
procurement of _____ in Cash/Cheque No. _____ dated _____ on
_____.

For Gram Panchayat _____

Signature _____
Village In-charge/Accounts Assistant

Note: Receipt to be prepared in duplicate wherein the Gram Panchayat shall keep the original copy.

Acknowledgement of Receipt of Quotation/Tender

[Refer Para 3.12 of the Community Procurement Manual]

Gram Panchayat _____ Block _____ District _____

Date: _____

Received from M/s _____, _____ (No. of sets) of tender documents
against NIT No. _____ dated _____ at _____ AM/PM.

Signature of Village In-charge/Accounts Assistant _____

Decision on the Tender Evaluation Report by Gram Panchayat

[Refer Para 3.12 of the Community Procurement Manual]

Gram Panchayat _____ Block _____ District _____
Venue: _____ Date: _____

A meeting of the GP was convened to discuss, deliberate and accord consent for the award of contract to the bidder with the lowest evaluated cost, as recommended by the WWMC in the Tender Evaluation Report. On the basis of discussions held and subject to the observations mentioned hereunder the GP accord its consent to the award of the contract to M/s _____ for the procurement of _____ as per the terms, conditions, specifications mentioned in the Tender Documents. It is further recommended that the decisions taken here in the meeting be placed before the Project Unit Office for obtaining its comments/no objection/approval, on receipt of which the Gram Pradhan/ Up Pradhan should proceed with the issue of the Letter of Acceptance and the signing of the contract.

OR

On the basis of the discussions held, the review of the tender evaluation report and the recommendation of the WWMC, it is observed that the tenders received are not substantially responsive for the reasons mentioned hereunder. The GP therefore accords its approval to reject all the tenders and instructs the WWMC to proceed with the re-tendering for the procurement of _____

Reasons:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

Sl. No.	Members of the Gram Panchayat	
	Name	Signature
1.		
2.		
3.		
4.		

Tender Register

[Refer Para 4.02 of the Community Procurement Manual]

Technical Sanction No. & Date _____
 Tender No. _____
 NIT No. _____
 Description of Goods, Works & Services _____
 Estimated Cost of the Contract Rs. _____

PART-I

Sl. No	Stages	Estimated Date	Revised Dates			Actual Date
			R-1	R-2	R-3	
1	Date of Approval of the Annual Procurement Plan by Gram Sabha					
2	Preparation of Tender Documents					
3	Date of No Objection of NIT/Tender Documents by the Project authorities					
4	Date of Publication of NIT in Newspaper/Dispatch to firms, service providers mentioned in Yellow Page Directory					
5	Date of Commencement of Sale of Tender Documents					
6	Last date for Sale of Tender Documents					
7	Last date for receipt of Tender					
8	Date of Tender Opening					
9	Date of Approval of Tender Evaluation Report by GP					
10	Date of No Objection of Tender Evaluation Report by the Project authorities					
11	Date of Contract Signing					

Form 18 (contd.)

PART-II

Contract Details:		
1	Contract No.	
2	Name of the Supplier/Contractor	
3	Contract Amount (Rs.)	
4	Contract start date	
5	Contract end date	

Signature of the Village In-charge/Accounts Assistant

Form 20

Register For Procurement through Quotations

[Refer Para 4.02 of the Community Procurement Manual]

Technical Sanction No. & Date _____
 Request for Quotation No. _____
 Description of Goods, Works & Services _____
 Estimated Cost of the Order Rs. _____

S. No	Stages	Estimated Date	Actual Date
1	Date of Approval of the Annual Procurement Plan by Gram Sabha		
2	Date of issue of Request for Quotation (RFQ)		
3	Date of Market Survey by the PC		
4	Last Date for Receipt of RFQ/Market Survey		
5	Date of approval by WWMC		
6	Date of Approval of the GP for placing the Procurement Order		
7	Date of Procurement Order		
Procurement Details:			
1	Procurement Order (PO) No.		
2	Name of the Supplier/Contractor		
3	PO Amount (Rs.)		
4	PO start date		
5	PO end date		

Signature of the Village In-charge/Accounts Assistant

Form 21

Contract/Procurement Order Register

[Refer Para 4.02 of the Community Procurement Manual]

Technical Sanction No. & Date _____
 Contract/PO No. _____
 Tender/Rfq No. _____
 Contract/PO Amount Rs. _____
 Name & Address of the Party _____
 Description of goods/works/services _____

Voucher		Mode of Payment		Amount Paid (Rs.)	Total Amount Paid (cumulative) (Rs.)	Balance contract amount (Rs.)	Initials
No.	Date	Cheque/Bank Draft	Cash				
		Cheque/B.D. No.____ Date _____					

Signature of the Village In-charge/Accounts Assistant

PMR I - Procurement Management Report for Procurement through Tenders
[Refer Para 4.03 of the Community Procurement Manual]

Name of supplier	Tech. Sanction No./ Tender No.	Tendering Process Dates (dd/mm/yy)													
		Tender Documents Ready		No objection from Project Unit Office		Last date for receipt of tender		Date of Tender opening		No objection of Tender Evaluation Report by Project Unit Office		Contract Signing		Contract end	
		Estimated	Actual	Estimated	Actual	Estimated	Actual	Estimated	Actual	Estimated	Actual	Estimated	Actual	Estimated	Actual
Goods															
Works															
Services															

(Signature of Village In-charge)

(Signature of Gram Pradhan)

Date:

Note: *The PMR shall be prepared in three copies - the GP and WWMC would retain one copy each and one copy would be sent to the Project Unit Office.*

PMR II - Procurement Management Report for Procurement through Quotations

[Refer Para 4.03 of the Community Procurement Manual]

Name of supplier	PO No.	Procurement Process Dates (dd/mm/yy)													
		Date of Market Survey		Date of Issue of RFQ		Date of Approval Evaluation Report by Watershed Committee		Date of Approval by GP		Date of Procurement Order (PO)		Procurement Order Start Date		Procurement Order End Date	
		Estimated	Actual	Estimated	Actual	Estimated	Actual	Estimated	Actual	Estimated	Actual	Estimated	Actual	Estimated	Actual
Goods															
Works															
Services															

(Signature of Village In-charge)

(Signature of Gram Pradhan)

Date:

Note: *The PMR shall be prepared in three copies - the GP and WWMC would retain one copy each and one copy would be sent to the Project Unit Office.*

PMR III - Procurement Management Report for Procurement through Direct Contracting

[Refer Para 4.03 of the Community Procurement Manual]

Sl. No.	Name of the Implementing Unit/Agency	Reference of Contract No./Procurement Order No.	Value of goods/works supplied/executed from the beginning of project up to the end of previous Quarter	Value of goods/works supplied/executed during the quarter under reporting	Total up to the end of quarter under reporting
1					
2					
3					
4					
5					
6					
7					

(Signature of Village In-charge)

(Signature of Gram Pradhan)

Date:

Note: *The PMR shall be prepared in three copies - the GP and WWMC would retain one copy each and one copy would be sent to the Project Unit Office.*

"The cardinal principal of Procurement is that every public officer should exert the same vigilance in respect of public expenditure and custody and use of public property generally as a person of ordinary prudence would exercise in respect of the expenditure, custody and use of his own money and property".

List of Acronyms

AAA	Accounting and Accountability Arrangements
AWP	Annual Work Plan
BC	Backward Class
CPD	Chief Project Director
DPD	District Project Director
GoUA	Government of Uttarakhand
GP	Gram Panchayat
GPWDP	Gram Panchayat Watershed Development Plan
IBRD	International Bank for Reconstruction & Development
IDA	International Development Agency
IWDP	Integrated Watershed Development Project
PNGO	Partner Non-Government Organisations
NIT	Notice Inviting Tender
PC	Procurement Sub-Committee
PMR	Project Management Report
PO	Procurement Order
PRI	Panchayat Raj Institutions
PUO	Project Unit Office
RFQ	Request for Quotation
RVC	Revenue Village Committee
SC	Scheduled Caste
SHG	Self Help Group
SG	State Government
ST	Scheduled Tribe
UDWDP-II	Uttarakhand Decentralised Watershed Development Project-Phase-II
WWMC	Water and Watershed Management Committee
WMD	Watershed Management Directorate