



Findings and Recommendations of the Judge, Judicial Preview,
Guntur, Dated: **24-11-2022.**

In case of “Balance works of Excavation Of Flood Flow Canal Taking Off From Mahendratanya River including CM & CD works Near Chapara (V) Of Meliaputti Mandal In Srikakulam District, Formation Of Offshore Reservoir Near Regulapadu (V), Excavation Of Right Main Canal, Left Main Canal Taking Off From Reservoir Including its CM & CD works to provide irrigation facility to command an ayacut of 9960 Ha (24,600 Acres).”



FINDINGS AND RECOMMENDATIONS OF THE JUDGE, JUDICIAL PREVIEW, A.P.,DT.24-11-2022 – ON THE REQUESTS FOR PROPOSAL (RFP) KEPT FOR PUBLIC VIEW TO SUBMIT ANY QUERIES, OBJECTIONS/ SUGGESTIONS AS PART OF THE JUDICIAL PREVIEW PROCESS BEFORE ITS FINALISATION TO ISSUE TENDER NOTICE/S FROM THE TENDER DOCUMENTS INVITING ELIGIBLE BIDDERS TO SUBMIT BID ONLINE THROUGH THE GO AP's ONLINE PROCUREMENT PORTAL (HTTPS://TENDER.APe-PROCUREMENT.GOV.IN) BY REVERSE AUCTION PROCESS IN COMPLIANCE WITH THE E-PROCUREMENT NOTICES INVITING TENDER “Balance works of Excavation Of Flood Flow Canal Taking Off From Mahendranaya River including CM & CD works Near Chapara (V) Of Meliaputti Mandal In Srikakulam District, Formation Of Offshore Reservoir Near Regulapadu (V) ,Excavation Of Right Main Canal, Left Main Canal Taking Off From Reservoir Including its CM & CD works to provide irrigation facility to command an ayacut of 9960 Ha (24,600 Acres)” under LS Contract System are the following with Justification for the works and other factual background in nutshell:

I. JUSTIFICATION:

Mahendranaya River is a tributary to the Vamsadhara River. The Mahendranaya River takes its origin near Tuparasingi (V) in Odisha State. The River Mahendranaya travels 27 km in the state of Andhra Pradesh and joins Vamsadhara River at about 4 km above the Gotta Barrage at Gulumuru Village. Out of 27 km, the river flows 19 km in Andhra Pradesh and about 8 km as common boundary between Andhra Pradesh & Odisha.

To utilize the Mahendranaya river waters, Off-shore Reservoir scheme is being taken up for irrigating an ayacut of 24,600 acres, duly diverting the water into Flood Flow Canal through a Head Regulator at Chapara (V) in Meliaputti (M) of Srikakulam District and storing in a Reservoir formed across a valley between high mounds at Regulapadu Village in Palasa (M). The Scheme will develop the irrigation potential in the backward mandals of Palasa, Nandigam and Meliaputti of Srikakulam District of Andhra Pradesh.

Supply of 0.108 TMC of Drinking water is proposed for Palasa-Kasibugga Municipality from the Offshore Reservoir Project.

MAIN COMPONENTS OF THE PROJECT:

1. Excavation of Flood Flow Canal including its Cross Masonry and Cross Drainage Works and Tunnel Component, Head Regulator.
2. Formation of Reservoir near Regulapadu (V) including Earth Bund of Length 2485 Metres, Spill way regulator, Construction of Left Head Sluice, Construction of Right Head Sluice and Formation of Diversion Road.
3. Excavation of Left Main Canal including its Cross Masonry and Cross Drainage Works.
4. Excavation of Right Main Canal including its Cross Masonry and Cross Drainage Works.

HYDRAULIC PARTICULARS OF HEAD REGULATOR:

01. Latitude 180 46' 47''N
02. Longitude 840 11' 13''E
03. District Srikakulam
04. Mandal Meliaputti
05. Village near Chapara Village
06. Design Discharge 1200 Cusecs

HYDRAULIC PARTICULARS OF FLOOD FLOW CANAL:

01. Length of the Canal 13.575 Km (Tunnel: 0.600 Km)
02. Starting FSL of the Canal +54.900 M
03. Bed Level of the proposed FFC +52.650 M
04. Bed width of the canal 10.00 M
05. Full supply depth of the canal 3.00 M
06. Depth of cutting of the canal Varying from 5.00 M to 23.00 M
07. Design discharge of the canal 1200 Cusecs
08. Bed fall of the canal 1 in 6980

HYDRAULIC PARTICULARS OF EARTH BUND:

01. Length of Earthen Bund 2.485 Km
02. Capacity of the Reservoir 1.860 TMC
03. Average ground level of the field +32.450 M
04. Maximum Draw Down Level +41.000 M



05. F.R.L. of the Reservoir +52.500 M
06. M.W.L. of the Reservoir +54.000 M
07. T.B.L. of the Reservoir +55.500 M
08. Top width of the Bund 6.00 M
09. Self-Catchment of the Reservoir 36 Sq. Km.
10. Ayacut under this Reservoir 24,600 Acres
11. Length of Left Main Canal 11.125 Km
12. Length of Right Main Canal 10.150 Km

STATUS OF WORK:

- ❖ The Work "Excavation of Flood Flow Canal taking off from River Mahendratana near Chapara Village of Meliaputti Mandal in Srikakulam District and formation of Off-Shore Reservoir near Regulapadu Village, Palasa Mandal and formation of canals from Reservoir including distributory network to provide irrigation facility to command 9960 Ha (24,600 Acres)" was sanctioned with an administrative approval of Rs. 127.00 Crores vide G.O Ms. No.1, dated 04.01.2007.
- ❖ The work was entrusted to M/s SVEC - INDU (JV), Hyderabad with an agreement value of Rs. 123.25 Crores with 0.761% excess over the IBM vide Superintending Engineer's agreement no. 46-SE/2007-08, dt: 18.02.2008.
- ❖ The agreement period for completion of work is one year. i.e., up to 17.02.2009 to complete the work in all respects. The agency could not complete the work within the stipulated agreement period and applied for Extension of Time to complete the balance works. Accordingly the Government have accorded Extension of Time in 9 different spells upto 31.07.2021. The agency has completed 38% of works.
- ❖ During execution, the agency has represented that the quantities arrived as per approved drawings from structures are not tallying with the IBM estimate and requested to consider additional quantities involved in structures as per G.O.M.S.No.22 Dt.23.02.2015.
- ❖ Including all these provisions and due to variation in LA, R&R, the Government have accorded revised administrative approval for Rs. 466.2815 Crores vide G.O. Ms. No: 51 WR (Projects. I A2) Dept dated 01.09.2017
- ❖ The Revised Agreement was concluded for an Amount of Rs. 170.04 Crores including variation in quantities as per drawings. The total expenditure on works is 63.54 Crores and Price adjustment for an amount of Rs. 23.80 Crores. Balance works are Rs. 106.50 Crores including distributory network (for an amount of Rs. 25.48 Crores).
- ❖ The agency has represented for pre closure vide dated: 14.09.2019. The detailed report in this regard was submitted to the Government vide letter dated: 13.11.2019. The Government have pre-closed the agreement vide G.O.Rt No. 365, Dated: 08.07.2020 due to delay in land acquisition.
- ❖ The Superintending Engineer, BRR Vamsadhara Project Circle, Srikakulam has submitted the revised estimate including the balance quantities with SSR 2021-22 for an amount of Rs.85425.80 Lakhs for according revised administrative sanction. The same was submitted to the Government vide this office letter Dt. 29.11.2021.
- ❖ After careful examination, the Government have accorded Revised Administrative Sanction vide G.O.Rt No.1891, WRD Dt.14.09.2022 for Rs.852,44,96,000/- and exempted the project from re sanctioning after 5 years which was prescribed at para (4) of G.O.Rt.No.365, Dt.08.07.2020 and permitted to call for tenders for the balance works with SSR 2021-22.
- ❖ The total earth bund length is 2485 m. The C.O.T cutting and filling is completed. The agency has partially tackled the execution of the total length of the bund which is at various levels at different reaches. The average level of Earth Bund formation is + 39.50 M against TBL of +55.50 M. In the Earth bund out of 26.26 L.cum, the agency has executed 11.66 L.cum. Balance work is included in the estimate.
- ❖ The Regulapadu Reservoir formed across a valley between high mounds at Regulapadu Village of Palasa Mandal. The existing R&B road starting from Poondi in Andhra Pradesh and ending in Parlakimidi of Odisha comes under the reservoir foreshore submergence area from Regulapadu (V) to Cheepurupalli (v) i.e., Km 15.60 to Km.18.40 which is approximately 2.80 km.
- ❖ A diversion road is proposed along the hill toe from Regulapadu village to Cheepurupalli village for a length of 3.80 km. The approval for diversion road is obtained from the R&B Department.
- ❖ The spillway regulator, Left Main Canal Head Sluice and Right Main Canal Head Sluice are the three structures exist in the Earth Bund. The approvals for the Left Main Canal and Right Main Canal Head Sluices were obtained.
- ❖ In the Spillway, the approval for body wall was obtained and the balance component of Spillway was



- submitted to Chief Engineer, Central Designs Organization, Vijayawada for approval.
- ❖ The total length of Flood Flow Canal (F.F.C) is 13.575 Km (including tunnel), out of which the agency has completed execution for a length of 7.275 Km, partially tackled for a length of 3.725 km and the balance un tackled length is 1.975 km. Tunnel of length 600 Mt is to be tackled for which drawing approved.
 - ❖ In the Flood Flow Canal, out of 42.71 L.cum, the agency has executed 29.10 L.cum. The balance quantity of earth work in Flood Flow canal is 13.61 L.cum.
 - ❖ Out of 26 Nos of CM&CD structures (including tunnel, Head regulator) on Flood flow canal drawings are approved for 22 Nos. Out of which, the agency has grounded only 11 Nos of structures and not completed even a single one. Balance quantities are arrived as per the approved drawings and submitted drawings.
 - ❖ Alignment and HPs of RMC for total length of 10.15 Km is approved and alignment of Km 0.50 to Km 5.00 of LMC is approved.
 - ❖ An extent of 2481.03 acres of land is required for formation of Reservoir, Flood Flow Canal, Left Main Canal and Right Main Canal. Total land of 2481.03 acres is acquired.
 - ❖ Technical Sanction was accorded for an amount of Rs. 492.00 Crores.
 - ❖ Balance works are recasted with SSR 2021-22 for Rs. 288.26 Crores excluding distributory network.

NECESSICITY:

- The Project involves the construction of Head Regulator on the left bank of the Mahendratanya River at Chapara Village of Meliaputti Mandal in Srikakulam District. The water is diverted through the Head Regulator in to a diversion channel which runs for a length of 13.575 Kms and flows in to a storage reservoir formed across a valley between high mounds at Regulapadu Village of Palasa Mandal. Due to non-availability of storage reservoir at Regulapadu, Considerable quantum of water is going waste in to the sea.
- An average yield of 2 TMC is flowing into the sea without utilization. On the other hand, the demand of the command is suffering during times of distress.
- Utilization of water through Regulapadu Reservoir is highly essential and there is no other effective alternative way for such essential utilization.
- The construction of offshore reservoir is inevitable for assured supply of water to cater the requirements of 24,600 Acres ayacut in backward mandals of Palasa, Nandigam and Meliaputti.
- The Government have accorded approval for drawl of 0.108 TMC of drinking water to Palasa-Kasibugga Municipality Vide G.O.R.T.No. 485, Water Resources (WRG-GRC) Department Dt: 22.09.2020 considering Regulapadu Offshore Reservoir as source.
- Out of Rs 471.85 Crores of previously sanctioned amount, an expenditure of Rs. 314.61 Crores {Works (Rs. 87.34 Crores) + LA (Rs. 101.57 Crores) + R&R (Rs. 125.70 Crores)} was spent towards this Project. If the project is stopped at this juncture, the excavated canal and structure portions may get silted up and considered as wasteful expenditure.
- Hon'ble the Chief Minister, vide CMP No.1182/Addl. Secy./2020, Dt.21.04.2020 noted the Very Importance of the project completion, based on the representation of the Hon'ble local M.L.A, Palasa, and instructed to take necessary action in circulation of the file and to examine the proposal to furnish and called for an immediate detailed report vide Memo No.ICD01-MJIR01C28/148/2020-Projects-I, Dt.14.05.2020.

BENEFITS:

- Provides water supply to irrigate an ayacut of 24,600 Acres backward mandals of Palasa, Nandigam and Meliaputti.
- Provides 0.108 TMC of water to meet the drinking requirement of people of Palasa-Kasibugga Municipality.
- Improves water use efficiency.
- Adoption of advanced methods of irrigation.
- Uplifting of living standards of people, fodder for cattle's, agriculture labour days, providing employment and arresting migration of labour, generating revenue and to bring agro based industries for overall development of region with long term benefits.

II. As the cost of the proposed Project is more than Rs.100 crores and requires Judicial Preview Process as per the provisions of the AP Infrastructure (Transparency through Judicial Preview) Act, 2019 (Act, 34 of 2019) and the Rules there under, the Tender Document is submitted in Form-I, with bid documents, to take up the Judicial Preview Process.



III. Keeping in view the above background and justification report for the Tender mooted under the LS contract system with the intention to seek Judicial Preview before the Hon'ble Judge, by Chief Engineer, North Coast, Water Resources Department, Visakhapatnam, from submission in Form-I, the bid documents (RFP/NIT), which are the requirement for the Tender herein, as per the provisions of the AP Infrastructure (Transparency through Judicial Preview) Act, 2019 (Act, 34 of 2019) and the Rules there under, cause uploaded (Notified) on dt. 09-11-2022 in the public domain of (JJP) i.e. www.judicialpreview.ap.gov.in & also directed the Tender Inviting Authority to place (notify) in their official website and also cause publish news item in print media for information there from to the public and to those intending bidders-because of no pre-bid negotiations are contemplated, but for to submit by way of any objections/suggestions within the seven working days ending by dt. 17-11-2022 by 5 PM., as part of the preview process.

IV. From the above no objections/suggestions/queries are received by soft response uploading to the official website of JJP or by post/courier or personnel representation from the public/prospective bidders regarding part of the proposed tender conditions.

V. In this background and as per the provisions of the Act, with respect to the preview process procedure, having considered thoroughly from all the above the RFP supra, the decision process is taken up, for it is not an end all to say the tender initiating department can proceed with the tender further process, as preview process doesn't confine to public objections or suggestions if any to meet and give findings with reference therewith, but for the JJP has to go through the bid documents and consider within its purview what are the defects, lacunas and gaps to rectify or fill up to proceed further in the larger public interest and for no public money be allowed to go waste. This JJP in fact after going through the bid document found some defects and cause rectified before uploading supra.

VI. In addition to what is detailed supra and what are the findings and instructions given already by undertaking the judicial preview process, in answering the public objection/s, as part of the Judicial Preview-Process as per the provisions of the Act and the Rules, in the Request for Proposal (RFP) on hand, the following further parameters/ conditions/ instructions/ directions and recommendations are required to adopt, incorporate and implement. Thus, by keeping all these in view the findings/ suggestions only reflected and to the extent possible by the below tabular format with Sl.No., RFP Clause and Sub-Clause if any and Gist of condition therein where relevant, to incorporate in the RFP by the TIA and by further indicating the findings and observations in a separate block of the tabular form to have a comprehensive idea to one and all if peeped to the public domain, leave apart for easy understanding.

S.No	Defects found in RFP Clauses	Defect rectification to RFP suggested	Findings/ Observations of JUDGE, Judicial Preview
1.	In the RFP-Tender Document, Article-1:Notice Inviting Tender (Pg.iii, Cl.37)A.2, a clarification is required.	In the RFP-Tender Document, Article-1:Notice Inviting Tender (Pg.iii, Cl.37)A.2, at lines 1&2 substitute for the words individual/ unlimited liability partnership firm/ company and insert the following): <u>“viz., either Individuals or Joint Venture/ Consortium registered as Unlimited Liability Partnership Firm or Companies registered under the Companies Act, 1956/2013 in India and registered as Contractor/s with Government of Andhra Pradesh”</u> Same is to be incorporated wherever necessary and to the extent required.	The recommendations are made as essential.
2.	In the RFP-Tender Document, Article-1:Notice Inviting Tender (Pg.iii, Cl.37)A.3, a clarification is required.	In the RFP-Tender Document, Article-1:Notice Inviting Tender (Pg.iii, Cl.37)A.3, at the middle substitute one month for the 3 (three) months Same is to be incorporated wherever necessary and to the extent required.	The recommendations are made as essential.
3.	In the RFP-Tender Document, Article-1:Notice Inviting Tender (Pg.XI, Special	In the RFP-Tender Document, Article-1:Notice Inviting Tender (Pg.XI, Special Conditions- Cl.40) Sub-Cl-29, the para to be substituted as follows:	The recommendations are made as essential.



	<p>Conditions- Sub-CI-29, clarification required.</p> <p>Cl.40) a is</p>	<p><u>“since the estimate Unit Rates of various items provided are exclusive of Seigniorage charges, a lump sum provision of Seigniorage charges is provided separately in the Part-II of Schedule-A as per G.O. Ms. No.83, Water Resources (Reforms) Dept., Dated:5.8.2015. The Seigniorage charges rates will be effected for the material used on the work vide G.O. Ms. No. 11 (Industries and Commerce (M-II) Dept.), Dated 11.02.2020 or as modified by the Government from time to time that are to be reimbursed or remitted as the case maybe on all materials and ordinary earth used in the work on quantities measured.”</u></p> <p>Same is to be incorporated wherever necessary and to the extent required.</p>	
<p>4.</p>	<p>In the RFP-Tender Document, Article-1: Notice Inviting Tender (Pg.XIII, Special Conditions- Sub-CI-37, clarification required.</p> <p>Cl.40) a is</p>	<p>In the RFP-Tender Document, Article-1:Notice Inviting Tender (Pg.XIII, Special Conditions- Cl.40) Sub-CI-37, the para to be substituted as follows:</p> <p><u>“The employer is not intending to take any Insurance coverage as the G.O.Ms.No.5, Finance (Works & Projects–F7) Dept., dt.05.03.2014 have issued orders dispensing with mandatory insurance cover of all works.</u></p> <p><u>However, it will not exempt the bidder/ contractor so far as statutory liability to take insurance coverage for vehicles, workmen/ employees of the contractor and as such it is for the contractor to take insurance for the workers and plant machinery, vehicles etc., besides property and material of him and of the employer with him, else to bear own risk to make good for any loss/ damage, third party claims etc., accidental or otherwise.</u></p> <p><u>In case of any claim by any workman or third party etc., pending in any court of law or tribunal involving the employer also with the contractor, the employer is entitled to retain amount in relation to the claim from final bill of the contractor till the claim is cleared”</u></p> <p>Same is to be incorporated wherever necessary and to the extent required.</p>	<p>The recommendations are made as essential.</p>
<p>5.</p>	<p>In the RFP-Tender Document, Article-1:Notice Inviting Tender (Pg.X, Special Conditions- Sub-CI-13, on Bid Security/EMD, clarification required.</p> <p>Cl.40) a is</p>	<p>In the RFP-Tender Document, Article-1:Notice Inviting Tender (Pg.X, Special Conditions- Cl.40) Sub-CI-13, on Bid Security/EMD, modify the first line as follows:</p> <p><u>“as per G.O.Ms.No.94, dt.01-07-2003, modified by G.O.Rt.No.266 F(HR-V-TFR-A&LEWF) Dept., dt.15-02-2021 that was extended by G.O.Rt.No.117, dt.17-05-2022, for the period as applicable and to give undertaking to comply G.O.Ms.No.94, dt.01-07-2003, to the extent not covered by G.O.Rt.No.266, Dept.dt.15-02-2021 & G.O.Rt.No.117, dt.17-05-</u></p>	



		<p><u>2022”</u></p> <p><u>The security deposit is also as per the G.O.Ms.No.94, dt.01-07-2003, as amended and as applicable.</u></p> <p>Same is to be incorporated wherever necessary and to the extent required-including in the instructions to the bidders/contractors at Cl.5.1 on EMD.-Pg.7/300 and in the General Conditions of contract at page 55, cl.47.2.</p>	
6.	In the RFP-Tender Document, Article-1:Notice Inviting Tender (Pg.IX, Special Conditions- Cl.40) Sub-Cl-2-on defect liability period, a clarification is required.	<p>In the RFP-Tender Document, Article-1:Notice Inviting Tender (Pg.IX, Special Conditions- Cl.40) Sub-Cl-2-on defect liability period, the following correction/modifications to be made:</p> <p>“In Cl.40.2-after the words “completion of construction works” to insert as: <u>“The defect liability period commence from the date of commissioning from certification of completion of the entire contract works for the purpose of proper usage & effective utility of the project and the defect liability period shall be extended for as long as defects remain to be corrected by the Contractor, which is without prejudice to the right of the employer to cause rectify and recover. For defect liability the performance guarantee deposit (PGD) given in the form of Bank Guarantee on a Nationalised / Scheduled Bank, shall be valid for the duration of contract period plus the defect liability period and in case any valid extension of contract period is granted, the validity of Bank Guarantee shall also be extended for the corresponding period and further till rectification of defects.</u></p> <p><u>The Performance Bank Guarantee on Nationalised/ Scheduled Bank that is required to be furnished by the tenderer shall be valid till the work is completed and defects are rectified in all respects and the same will be refunded only after above period and compliance in respect of the proportionate value of the works for which Defect liability (of 2-years) or O&M involved as the case may be. However during the defect liability periods, operation/maintenance also where involved respectively if any, no charges can be claimed for defects and maintenance, but for nominal charges of operation/consumables, for not covered of defect liabilities”.</u></p> <p>Same is to be incorporated wherever necessary and to the extent required.</p>	The recommendations are made as essential.
7.	In the RFP, Vol.1, Tender Document-General Conditions of contract, Pg-47/300-Cl.31.1, on	In the RFP, Vol.1, Tender Document-General Conditions of contract, Pg-47/300- Cl.31.1 on Management meetings/ review meetings, the same to be modified as follows:- <u>Management meetings/ review meetings:</u>	The recommendations are made as essential.



	<p>Management meetings/ review meetings, a clarification is required.</p>	<p><u><i>The contractor shall attend for the weekly review meeting with the field engineer/ Engineer-in-charge on every Monday & Monthly review meeting with the Superintending Engineer on every month first Monday to review the progress of the works.</i></u> <u><i>All communications shall be in writing. The contractor shall make any communication with the employer or his assignee or subordinates including the Engineer-in-charge only in writing and no oral communication can be made and for no oral communication can be claimed with any value or sanctity.</i></u> Same is to be carried out further wherever necessary and to the extent required.</p>	
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In addition to the above the following directions, suggestions and observations are given further herein to make necessary modifications in the tender document while issuing tender notices:

1. Regarding contractor's profit, overheads etc.: In the contract value of the works contracts, the contractor's profit, overheads etc., provisions being made as per recommendations of the High level committees, provision for sales/ turnover tax/ GST, site office accommodation, light vehicles for site supervision etc., made or not to verify and if made for any such particular facility not required/not provided or any provision is overlapping, proportionate amount of the provision with GST loaded on it has to be deducted atleast while making final payment out of the provision for which benefit not extended by the contractor. Since provision is made under the component of over head charges and contractor's profit in the estimate from what the SSR provides on what are the contractor's overheads, profits and other provisions in recommending 13.615% or 14%, for overhead charges include site accommodation, site arrangements, office furniture, equipments and communications, light vehicles for site supervision including administrative and managerial requirements, taking guidance of the Memo of Govt. of A.P. H&M, H&I, D/APMSIDC, No.2807, dt.18-11-2011 with break up for 14% including insurance now not compulsory for employer to meet in arriving to 13.615% supra of which site accommodation is 0.50%, light vehicles for site supervision etc., 0.25%, office furniture, equipment and communication 0.50%, the contractor shall provide with that amount minimum number of good condition light vehicles for the staff of the employer so also site office accommodation, office furniture, equipment and communication and any failure so to provide with provision made for the respective facility will entitle to deduct the amount being arrived out of the provision from the final bill.

2. Pre-bid meeting and its scope: Any pre-bid meeting shall be confined only for clarifications and not to make any modifications on the preview-process undertaken and findings given and compliance made in Form-III of the Act for the reason the prospective bidder like any public can submit objections or suggestions if any to the tender documents covered by the Request for Proposal(RFP) during the time given in the preview process.

3. It is for the contractor to take insurance for the workers and plant machinery etc., property and material else to bear own risk.

4. It is the duty of the contractor to secure skilled and unskilled staff as per the pattern of strength, so also to provide the site office with facilities and the vehicles required to be provided for the officers of the employer as mentioned, if choose to bid.

5. Apart from the above, the contractor has to correlate with other contractors if any in the consumption of electrical power supply from the common transformers or sub-stations as the case may be in work adjustment within the stipulated time by adhering to the time schedule for completion.

6. The Tender Initiating Authority shall incorporate the above specific findings by going through the RFP wherever required to be extent necessary, so also the typographical mistakes in wordings and figures.



7. Each bidder shall submit only one Tender for the work. A Bidder, who submits more than one Tender either in the form of individual or a partner in the firm etc., will cause dis-qualification of all the Tenders submitted by the Bidder.

8. The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

9. The Works shall include any work which is necessary to satisfy the Employer's Requirements, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works.

10. The Contractor shall be responsible for the adequacy, stability and safety of all Site operations, of all methods of construction and of all the Works.

11. The Contractor shall, whenever required by the Employer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Employer.

12. The Contractor shall also to submit quality assurance plan within no time from the Contract commencement date for approval of Employer. The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The contractor shall engage as part of the full-time Personnel and Equipment, the quality control personnel also. The system shall be in accordance with the details stated in the Contract. The Employer or his representative shall be entitled to audit any aspect of the system.

13. Details of all procedures and compliance documents shall be submitted to the Employer for information before each design and execution stage is commenced. When any documents of a technical nature are issued to the Employer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

14. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

15. The Contractor shall submit the Quality Management Plan for the Contract work: The Contractor has to make his own arrangements and at his own cost the manpower, water, drainage / sewerage and electricity or alternative power supply and any land for use and such other facilities and provisions including to site office etc., required for the works and to the accommodation of his workers and at work sites, fair wages/remuneration, statutory insurance of manpower, their security and safety measures, compliance of various statutory provisions for commencement, execution and completion of the works contract including Covid-19 precautions.

16. The Contractor shall not deposit materials at any site, which will cause inconvenience to public. The Engineer-in-Charge may direct the Contractor to remove such materials or may undertake the job at the cost of the Contractor.

17. The Contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of the works and make good at his cost any such damages.

18. Duty of the Contractor to comply queries on defects in the works: In case if the Vigilance & Enforcement Dept., and the Anti-Corruption Beareu has taken up any investigation and notices any defects, the contractor has to invariably follow the recommendations including to re-construct or to carry out defects and also accept recoveries for the defective work.

19. The bidders where not furnished original documents, from the submission of original Hard copies is optional as per the Govt. Memo No.ICDO1-COOR0MISC/ 22/2020/REFORMS,Dt.27.03.2020 & the subsequent GO MS No.50, WR(R) Dept., dt.15.10.2020, shall furnish a declaration online stating that the



soft copies uploaded by them are all genuine and the original are available with him and will be produced as and when required. Any incorrectness/ deviation if noticed that can be viewed seriously and apart from cancelling of the Tender and forfeiting the EMD, criminal action can be initiated including suspension from participating in the tenders / blacklisting and the like. If any successful bidder fails to submit the original hard copies of uploaded certificates/ documents, Online Payment receipts/BG towards EMD/Security Deposit within the stipulated time or if any variation is noticed between the uploaded documents and the original hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years besides forfeiting the EMD and also be blacklisted. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the tender Inviting Authority in the system. Besides this, the Department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent will be displayed in the e-procurement platform website. The originals are to be produced as and when required and non-submission also leads to above consequences. Further, of the uploaded scan copies of DD/BG towards EMD by the participating bidders to the tender Inviting authority same could be verified with the issuing bank before relying on it. Equally for security deposit. It is the duty of the bidder to coordinate with the employer and the banker to give response by banker to the letter of employer to bank on genuineness of bank guarantee.

20. The banker shall be intimated that without letter of employer, the bank guarantee cannot be revoked during its validity period.

21. Special conditions to prevail over General conditions of the Contract: At the end of the General Conditions of the Contract a note is to be mentioned as NB: that the above General Conditions of the Contract incorporated are from the formats with modifications if any. It is made clear thereby that the General Conditions of the Contract are to be read as subject to the Special Conditions of the Contract. Further, in case of inconsistency or irreconcilability between the General Conditions of the Contract and the Special Conditions of the Contract, the Special Conditions shall prevail over the general conditions.

22. General Instructions to the TIA: Above and similar other corrections to be made suitably wherever required to make necessary modifications in the tender documents while publishing notice/s inviting tender/s. The Tender Initiating Authority shall while incorporating above specific findings by going through the RFP wherever required to the extent necessary as directed supra, also correct the typographical mistakes in wordings and figures and further all the arithmetical calculations are to be reverified and any errors in this regard also be rectified.

23. Conclusion para of Judicial Preview findings: Accordingly the findings and observations supra are given so as to suitably modify the RFP conditions for the works contract and its components-where ever required by the tender initiating department/client/employer in preparing the tender documents respectively with schedules and forms/formats and in entering contract agreement/ supplemental contract agreement with necessary terms and conditions also from what are broadly suggested in the findings and observations supra and submit copy of the modified RFP to this office in form III of the rules under the Act which will be the tender document.

Given under the seal of this **24th Day of November, 2022.**

Justice Dr. B Siva Sankara Rao
Judge - Judicial Preview
Government of Andhra Pradesh
Guntur.