



Common Findings and Recommendations of the Judge, Judicial Preview, Guntur, Dated: 06-12-2022.

- In case of** “1.Development of Distribution Infrastructure by Segregation of Agriculture feeders, Bifurcation of overloaded Feeders and Replacement of old/ frayed conductor in Krishna and Guntur Districts in the jurisdiction of APCPDCL, Vijayawada, Andhra Pradesh under the Revamped Reforms-based and Results-linked, Distribution Sector Scheme” on partial Turnkey Basis – DTR and Circuit Breaker Department Supply”
- “2.Development of Distribution Infrastructure by Segregation of Agriculture feeders, Bifurcation of overloaded Feeders and Replacement of old/frayed conductor in Prakasam Districts in the jurisdiction of APCPDCL, Vijayawada, Andhra Pradesh under the Revamped Reforms-based and Results-linked, Distribution Sector Scheme” on partial Turnkey Basis – DTR and Circuit Breaker Department Supply”
- “3.Design, Supply, Installation And Commissioning of Distribution Infrastructure Works under Loss Reduction by Segregation of Agriculture Feeders and Bifurcation of Over Loaded 33KV Feeders in Nellore District (old) of Andhra Pradesh under “The Reforms Based And Results Linked - Revamped Distribution Sector Scheme” (RDSS) on Partial Turnkey”
- “4.Design, Supply, Installation And Commissioning of Distribution Infrastructure Works under Loss Reduction by Segregation of Agriculture Feeders and Bifurcation of Over Loaded 33KV Feeders in Chittoor District (old) of Andhra Pradesh under “The Reforms Based And Results Linked - Revamped Distribution Sector Scheme” (RDSS) on Partial Turnkey”
- “5.Design, Supply, Installation And Commissioning of Distribution Infrastructure Works under Loss Reduction by Segregation of Agriculture Feeders and Bifurcation of Over Loaded 33KV Feeders in Kadapa and Kurnool District (old) of Andhra Pradesh under “The Reforms Based And Results Linked - Revamped Distribution Sector Scheme” (RDSS) on Partial Turnkey”
- “6.Design, Supply, Installation And Commissioning of Distribution Infrastructure Works under Loss Reduction by Segregation of Agricultural Feeders and Bifurcation of Over Loaded 33KV Feeders in Ananthapuramu District (old) of Andhra Pradesh under “The Reforms Based And Results Linked - Revamped Distribution Sector Scheme” (RDSS) on Partial Turnkey”
- “7.Design , Supply and Installation of Loss Reduction distribution Infrastructure works for Agricultural Feeders segregation & Bifurcation of overloaded feeders in Srikakulam, Vizianagaram& Visakhapatnam Districts (Old) of Eastern Power Distribution Company of Andhra Pradesh Limited On Partial Turn Key Basis under Revamped Reforms-Based and Results -Linked, Distribution Sector Scheme”
- “8. Design , Supply and Installation of Loss Reduction distribution Infrastructure works for Agricultural Feeders segregation & Bifurcation of overloaded feeders in East Godavari and West Godavari Districts (Old) of Eastern Power Distribution Company of Andhra Pradesh Limited On Partial Turn Key Basis under Revamped Reforms-Based and Results -Linked, Distribution Sector Scheme”
- “9. Design , Supply and Installation of UG Cabling and Covered Conductor works in Disaster Prone areas of Srikakulam, Vizianagaram, Visakhapatnam, Rajamahendravaram & Eluru Circles of Eastern Power Distribution Company of Andhra Pradesh Limited under Loss Reduction Distribution Infrastructure works of Revamped Distribution Sector Scheme (RDSS)”



COMMON FINDINGS AND RECOMMENDATIONS OF THE JUDGE, JUDICIAL PREVIEW, A.P.,DT.06-12-2022 – ON THE NINE REQUESTS FOR PROPOSALS (RFPs) 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 BIDS ONLINE THROUGH THE GO AP's ONLINE PROCUREMENT PORTAL ([HTTPS://TENDER.APe-PROCUREMENT.GOV.IN](https://tender.ap-e-procurement.gov.in)) BY REVERSE AUCTION PROCESS IN COMPLIANCE WITH THE E-PROCUREMENT NOTICES INVITING TENDER - “1. Development of Distribution Infrastructure by Segregation of Agriculture feeders, Bifurcation of overloaded Feeders and Replacement of old/frayed conductor in Krishna and Guntur Districts in the jurisdiction of APCPDCL, Vijayawada, Andhra Pradesh under the Revamped Reforms-based and Results-linked, Distribution Sector Scheme” on partial Turnkey Basis – DTR and Circuit Breaker Department Supply”

“2. Development of Distribution Infrastructure by Segregation of Agriculture feeders, Bifurcation of overloaded Feeders and Replacement of old/frayed conductor in Prakasam Districts in the jurisdiction of APCPDCL, Vijayawada, Andhra Pradesh under the Revamped Reforms-based and Results-linked, Distribution Sector Scheme” on partial Turnkey Basis – DTR and Circuit Breaker Department Supply”

“3.Design, Supply, Installation And Commissioning of Distribution Infrastructure Works under Loss Reduction by Segregation of Agricultural Feeders and Bifurcation of Over Loaded 33KV Feeders in Nellore District (old) of Andhra Pradesh under “The Reforms Based And Results Linked - Revamped Distribution Sector Scheme” (RDSS) on Partial Turnkey”

“4.Design, Supply, Installation And Commissioning of Distribution Infrastructure Works under Loss Reduction by Segregation of Agricultural Feeders and Bifurcation of Over Loaded 33KV Feeders in Chittoor District (old) of Andhra Pradesh under “The Reforms Based And Results Linked - Revamped Distribution Sector Scheme” (RDSS) on Partial Turnkey”

“5.Design, Supply, Installation And Commissioning of Distribution Infrastructure Works under Loss Reduction by Segregation of Agricultural Feeders and Bifurcation of Over Loaded 33KV Feeders in Kadapa and Kurnool District (old) of Andhra Pradesh under “The Reforms Based And Results Linked - Revamped Distribution Sector Scheme” (RDSS) on Partial Turnkey”

“6. Design, Supply, Installation And Commissioning of Distribution Infrastructure Works under Loss Reduction by Segregation of Agricultural Feeders and Bifurcation of Over Loaded 33KV Feeders in Anantapuramu District (old) of Andhra Pradesh under “The Reforms Based And Results Linked - Revamped Distribution Sector Scheme” (RDSS) on Partial Turnkey”

“7. Design , Supply and Installation of Loss Reduction distribution Infrastructure works for Agricultural Feeders segregation & Bifurcation of overloaded feeders in Srikakulam, Vizianagaram& Visakhapatnam Districts (Old) of Eastern Power Distribution Company of Andhra Pradesh Limited On Partial Turn Key Basis under Revamped Reforms-Based and Results -Linked, Distribution Sector Scheme”

“8. Design , Supply and Installation of Loss Reduction distribution Infrastructure works for Agricultural Feeders segregation & Bifurcation of overloaded feeders in East Godavari and West Godavari Districts (Old) of Eastern Power Distribution Company of Andhra Pradesh Limited On Partial Turn Key Basis under Revamped Reforms-Based and Results -Linked, Distribution Sector Scheme”

“9. Design , Supply and Installation of UG Cabling and Covered Conductor works in Disaster Prone areas of Srikakulam, Vizianagaram, Visakhapatnam, Rajamahendravaram & Eluru Circles of Eastern Power Distribution Company of Andhra Pradesh Limited under Loss Reduction Distribution Infrastructure works of Revamped Distribution Sector Scheme (RDSS)” under LS Contract System are the following with Justification for the works and other factual background in nutshell:

I. JUSTIFICATION FOR THE NINE RFPs RESECTIVELY:

In order to strengthen the electrical power supply infrastructure in the entire country by improving the operational efficiencies and financial sustainability, the Government of India has introduced the “Reform based and Results linked, Revamped Distribution Sector Scheme (RDSS)”. It is based on meeting pre-qualifying criteria and achieving of the basic minimum benchmarks prescribed by the Government of India, the GOI provides financial assistance to the DISCOMs as part of the reforms.

1. **APCPDCL**: As per the guidelines issued by the MoP, Govt. of India, the **APCPDCL** has prepared Action Plan and DPR for both Smart Metering Works and Distribution Infrastructure Works. M/s PFC has sanctioned



said works under Phase-I which was approved during the 5th Monitoring Committee meeting held on 10.02.2022.

The Works Under RDSS approved by the Monitoring Committee, Ministry of Power, Government of India, are as follows.

Sl.No	Grant No	Name of the Project	Approved Project Cost	GOI Grant Sanctioned	Additional Incentive (GOI Grant)
1	31D81001	RDS Metering Works	1,507.62	226.14	58.66
2	31D84S01	RDSS PMA Grant for Metering Works	5.65	3.39	NA
Total			1,513.27	229.53	58.66
1	31D82001	RDSS Loss Reduction Works	1,476.35	885.81	NA
2	31D84L01	RDSS PMA Grant for Loss Reduction	22.15	13.29	NA
Total			1,498.5	899.1	NA
Grand Total			3,011.77	1,128.63	58.66

During the Review, Planning & Monitoring (RPM) meeting with Addl. Chief Secretary/ Principal Secretary /Secretary (Power/Energy) and CMDs/MDs of DISCOMS of all States/UTs., which was held on 05.08.2022; it was instructed to proceed with Tendering of Loss Reduction Works.

The Distribution Infrastructure works under Loss Reduction include

- Agriculture Feeder Segregation
- Bifurcation of Overloaded Feeders &
- Replacement of Old Frayed Conductor

As per the Guidance note issued for SBD for Development of Distribution Infrastructure under RDSS Scheme, Minimum unit for which tender is to be issued should not ideally be smaller than a district, however the Employers are free to choose the minimum unit for issuance of tenders as per its own operational ease, Group of Districts may also be combined to form packages as per DISCOM's requirements.

The Draft Tender Documents are prepared in Semi Turnkey Contract i.e., Distribution Transformer and Circuit Breakers proposed to be supplied by Department with Minor changes to SBD

The Action plan and DPR for Development of Distribution Infra works under RDSS were prepared and submitted during the month of December-2021 based on Cost Data 2020-21. The DPR for Distribution Infrastructure works under Loss Reduction was approved for Rs. 1431.52 Crores in the 5th MCM Meeting.

Due to COVID Pandemic situation and as supply chain management was worst affected due to restrictions imposed there is a steep hike in raw material prices (Aluminum, Copper & Steel) as such the prices of Major materials such as Distribution Transformers, Conductors, XLPE Cables, Circuit Breakers etc., and also Labour Rates have increased since the last 2 years.

Based on the COST Data and SSR 2022-23, the sanctioned DPR cost comes around Rs.1683 Crores (Excluding Taxes) under Partial Turnkey, towards Distribution infra works under RDSS as per the construction standards of APCPDCL.

For Operational Convenience, it is proposed to call for Distribution Infrastructure works under Partial Turnkey basis in two Packages with sanctioned DPR Cost as indicated below.



Sl.No	District	Packages under Partial Turnkey	Total Cost (Excl Taxes) as per DPR sanction
1	Krishna & Guntur	1	555
2	Prakasam	1	544
	TOTAL	2	1099

The above packages qualify the investment criteria of Rs. 100.00 Crores and above as per the provisions of the AP Infrastructure (Transparency through Judicial Preview) Act, 2019 (Act, 34 of 2019) and it necessitates judicial preview. The tender related documents are submitted with the proposed process for tender specification, Quantum of works and Principle of mode of tender.

2. APSPDCL: As per the guidelines issued by the MoP, Govt. of India, the **APSPDCL** has prepared Action Plan and DPR for both Smart Metering Works and Distribution Infrastructure Works. M/s PFC has sanctioned said works under Phase-I which was approved during the 5th Monitoring Committee meeting held on 10.02.2022. The works under RDSS approved by the Monitoring Committee, Ministry of Power, Government of India, are as follows.

Sl.No	Grant No	Name of the Project	Approved Project Cost	GoI grant Sanctioned	Additional Incentive (GoI Grant)
1	31881001	RDSS Metering Works	1657.66	248.65	88.70
2	31884S01	RDSS PMA Grant for Metering Works	6.22	3.73	NA
		Total	1663.88	252.38	88.70
1	31882001	RDSS Loss Reduction Works	5084.37	3050.62	NA
2	31884L01	RDSS PMA Grant for Loss Reduction Works	76.27	45.76	NA
		Total	5160.64	3096.38	NA
		Grand Total	6824.52	3348.76	88.70

During the Review, Planning & Monitoring (RPM) meeting with the Addl. Chief Secretary/ Principal Secretary/ Secretary (Power/Energy) and CMDs/MDs of DISCOMS of all States/UTs., which was held on 05.08.2022; it was instructed to proceed with Tendering of Smart Metering and Loss Reduction Works.

The Distribution Infrastructure works under Loss Reduction sanctioned for APSPDCL include

- Agriculture Feeder Segregation
- Bifurcation of 33KV Overloaded Feeders

As per the Guidance note issued for SBD for Development of Distribution Infrastructure under RDSS Scheme, Minimum unit for which tender is to be issued should not ideally be smaller than a district, however the Employers are free to choose the minimum unit for issuance of tenders as per its own operational ease, Group of Districts may also be combined to form packages as DISCOM's requirements.

The Draft Tender Documents are prepared in Semi Turnkey Contract i.e., Distribution Transformer and Circuit Breakers proposed to be supplied by Department with Minor changes to SBD

The Action plan and DPR for Development of Distribution Infra works under RDSS were prepared and submitted during the month of December -2021 and which was later approved on the 5th MCM Meeting held in February, 2022. The DPR was prepared based on latest Cost data 2021-22

Due to COVID Pandemic situation and as supply chain management was worst affected due to restrictions imposed there is a steep hike in raw material prices (Aluminum, Copper & Steel) as such the



prices of Major materials such as Poles, Distribution Transformers, Conductors, XLPE Cables, Circuit Breakers etc., and also Labour Rates have increased drastically for the last 2 years.

As such based on the prevailing market Rates and increased labour rates the sanctioned DPR cost comes around Rs.5372 Crores (Ex work) towards Distribution infra works under RDSS.

For Operational Convenience it is proposed to call for Distribution Infrastructure works under partial turnkey basis in four Packages with sanction DPR cost as indicated below: **(Rs in Cr)**

Sl.No	District	Packages	Total Cost (Ex Works) as per DPR sanction
1	Nellore	1	505
2	Chittoor	1	1089
3	Kadapa	1	1041
4	Kurnool		
5	Anantapuramu	1	929
	TOTAL	4	3564

The above packages qualify the investment criteria of Rs. 100.00 Crores and above as per the provisions of the AP Infrastructure (Transparency through Judicial Preview) Act, 2019 (Act, 34 of 2019) and it necessitates judicial preview. The tender related documents are submitted with the proposed process for tender specification, Quantum of works and Principle of mode of tender.

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3.APEPDCL: As per the guidelines issued by the MoP, Govt. of India, the **APEPDCL** has prepared Action Plan and DPR for both Smart Metering Works and Distribution Infrastructure Works. M/s PFC has sanctioned said works under Phase-I which was approved during the 5th Monitoring Committee meeting held on 10.02.2022. The works under RDSS approved by the Monitoring Committee, Ministry of Power, Government of India, are as follows.

Sl. No	Grant No	Name of the Project	Approved Project cost in Cr.	GOI grant sanctioned in Cr.	Additional Incentive in Cr. (GOI Grant)
1	31681001	RDSS - Metering works	947.15	142.07	41.92
2	31684S01	RDSS - PMA for metering works	3.55	2.13	NA
		Total	950.70	144.2	41.92
1	31682001	RDSS - Loss Reduction Works	2578.86	1547.31	NA
2	31684L01	RDSS - PMA for Loss Reduction Works	38.68	23.21	NA
		Total	2617.54	1570.52	NA
		Grand Total	3568.24	1714.72	41.92

APEPDCL Board has issued approval to implement various sanctioned works under Phase-I of Revamped Distribution Sector Scheme (RDSS) in APEPDCL with an approved DPR cost of Rs.3,568.24 Crores (Three Thousand Five Hundred and Sixty Eight Crores and Twenty Four Lakh only) and accordingly Administrative approval was accorded by APEPDCL for implementation of projects under RDSS with an approved DPR cost of Rs.2578.86 Crores for distribution loss reduction works.

During the Review, Planning & Monitoring (RPM) meeting, with Addl. Chief Secretary/Principal Secretary /Secretary (Power/Energy) and CMDs/MDs of DISCOMS of all States/UTs, which was held on 05.08.2022, it was instructed to proceed with Tendering of Loss Reduction Works.

The Distribution Infrastructure works under Loss Reduction sanctioned for APEPDCL include

- Agriculture Feeder Segregation
- Bifurcation of 11KV Overloaded Feeders

As per the Guidance note issued for SBD for Development of Distribution Infrastructure under RDSS



Scheme, Minimum unit for which tender is to be issued should not ideally be smaller than a district, however the Employers are free to choose the minimum unit for issuance of tenders as per its own operational ease, Group of Districts may also be combined to form packages as per DISCOM's requirements.

The Draft Tender Documents are prepared in Semi Turnkey Contract i.e., Distribution Transformer and Circuit Breakers proposed to be supplied by Department with Minor changes to SBD.

The Action plan and DPR for Development of Distribution Infra works under RDSS were prepared and submitted during the month of December-2021 and which was later approved on the 5th MCM Meeting held in February, 2022. The DPR was prepared based on the cost data 2020-21.

Due to COVID Pandemic situation and as supply chain management was worst affected due to restrictions imposed there is a steep hike in raw material prices (Aluminum, Copper & Steel) as such the prices of Major materials such as Poles, Distribution Transformers, Conductors, XLPE Cables, Circuit Breakers etc., and also Labour Rates have increased drastically for the last 2 years.

As such based on the prevailing market Rates and increased labour rates the sanctioned DPR cost comes around Rs.1632Crores (Ex works) towards Distribution infra works (Agriculture Feeder Segregation and Bifurcation of Overloaded Feeders) under RDSS.

For Operational Convenience It is proposed to call for Distribution Infrastructure works (Agriculture Feeder Segregation and Bifurcation of Overloaded Feeders) under partial turnkey basis in two Packages with sanction DPR cost as indicated below:

Sl.No	District	Packages	Total Cost (Ex Works) as per DPR sanctioned (Rs. Cr.)
1	Srikakulam	Package: 1	442.25
2	Vizianagaram		
3	Visakhapatnam		
4	Rajahmahendravaram	Package: 2	624.33
5	Eluru		
	TOTAL		1066.58

For UG Cabling in Disaster prone area:

For Operational Convenience it is proposed to call for Design, Supply and Installation of UG Cabling and Covered Conductor works in APEPDCL Disaster Prone areas under full turnkey basis under single package. The details of Single Package with sanction DPR cost is as indicated below:

Sl.No	Package Details	Total Sanction DPR Cost (Ex. Works) Amount in (Cr)
1	UG Cabling & Covered Conductor works in Disaster Prone areas of Srikakulam, Vizianagaram, Visakhapatnam, Rajahmahendravaram & Eluru Circles of APEPDCL.	979.34

As the Distribution Infra works (Agriculture Feeder Segregation and Bifurcation of Overloaded Feeders & Disaster resilient works) in three packages qualifies the investment criteria of Rs. 100.00 Crores and above as per "The Andhra Pradesh Infrastructure (Transparency through Judicial Preview) Act, 2019" and necessitates judicial preview.

II. As the cost of the Nine proposed Projects of each 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 nine Tender Documents submitted in Form-I, with bid documents, have to be taken up for the Judicial Preview Process.



III. Keeping in view the above background and justification report supra for the Tender mooted under the LS contract system with the intention to seek Judicial Preview before the Hon'ble Judge, by the Chief General Managers of three DISCOMs, from submission in Form-I, the nine respective bid documents (RFPs/NITs), which are the Request for Proposals (RFPs) 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. **01-11-2022** in the public domain of (JJP) i.e. www.judicialpreview.ap.gov.in & also directed the Tender Inviting Authorities 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/ queries within the seven working days ending by dt. **09-11-2022** by 5 PM, as part of the preview process.

IV. From the above, objections/ suggestions/ queries are received by soft response/s uploading to the official website of JJP or by post/ courier or personal representation from the public/ prospective bidders regarding part of the proposed tender conditions. The Tender Initiating Authorities supra have submitted their detailed common response/s in answer to the respective objections/ suggestions/ queries raised by the prospective bidders/ public. As the objections are mostly from the intending bidders, besides few from other among the public, it requires to take up first before undertaking further preview process for the findings and recommendations, hence same is taken up accordingly by mention of gist of objection, response of the TIA and finding of the Judge in the below Tabular form-DISCOM wise for more clarity and for easy understanding of any among the public on peeping through the same:

1.APCPDCL :

Sl. No	Name of the Objector; Date & Gist of Objection	Response of the TIA	Findings of the Judge
1	M/s D.S.R Constructions, Hyderabad, Dt. 11.11.2022. Part-1 Bidding Procedure and Requirement. Cl.13.9 Bid Prices and Discounts a)It is mentioned in abstract sheet about 'discounts'. The AP e-Procurement platform with reverse auction procedure has no such facility for offering discounts. Please look into it for offering discounts.	a) In all the RFPs at Schedule-III, i.e. price schedule (grand summary), Clause4 provides for quoting the price by offering discounts. Further, in the AP e-Procurement Portal even Discount will not be considered separately with any provision for offering the discounts, there is a Reverse Auction Process, where the bidder who is otherwise eligible among those to participate in the reverse auction process can offer discounts in the attempt to match L1 and the clause will be read accordingly.	In view of the clarification in the response to the query, no more finding is required. The TIAs shall incorporate the same in the RFPs for more clarity.
	b) Bill of Quantities. It is mentioned 18% GST in the BOQ. At present the GST is 18%. Any statutory variation in future to be dealt and reimbursed accordingly.	b) Any Statutory taxes time to time will be reimbursed accordingly as per actuals on submission of required documents as specified in Special Conditions of Contract.	Since the GST to be added and remitted/ reimbursed as per prevailing rates, the input subsidy shall go to the Employer/ Utility and the bidder shall register with APGST and submit TAN and also shall submit the particulars of tax paid and input subsidy claimed for adjusting the same while



			making payments or reimbursement of the actual tax component. The TIAs shall incorporate the same in the RFPs for more clarity.
	Section-3 Instructions to Bid Item 38 Most advantage bid and negotiations with bidders. This is not applicable in present system of bids. The same may be looked into.	As per the standard bidding document (SBD) communicated by the Ministry of Power, Govt. of India in preparation of the RFPs-for the respective works- there is a provision for Price Negotiation-which reads: Usually, there shall be no price Negotiations. However, in case the Employer identifies exceptional reasons due to which negotiation is required, the Employer reserves its right to negotiate with the lowest acceptable bidder (L-1). As such, even after reverse auction same is in fixing the L1 price (reduced sum) the negotiation is permissible.	In view of the clarification in the response to the query, said procedure is further permissible by the clause even post reverse auction process. Thus no more finding is required but for to direct the TIAs to incorporate the same in the RFPs for more clarity.
2	<u>M/s. Raghava Project Constructions Pvt. Ltd., Hyderabad, Dt.11.11.2022</u> Section-2 Eligibility Criteria a)The Eligibility criteria prescribed in these tenders is entirely different from the one prescribed for Smart meters tenders published in the Judicial Preview website recently. Infrastructure works were made eligible in Smart Meter tenders and whereas the present tenders have prescribed only Electrical works. There is no consistency in prescribing Eligibility criteria. Uniformity may be brought among all electrical works duly prescribing infra works for all tenders.	a)The eligibility criteria for the appointment of AMISP for rollout of Smart Pre-paid meters and Distribution infrastructure works were followed as per the standard bidding document (SBD) communicated by the Ministry of Power, Govt. of India for the respective works.	As the Eligibility criteria prescribed is as per the standard bidding document (SBD) communicated by the Ministry of Power, Govt. of India for the respective works, same has to be required to be complied.
2	b)There is a note stating that 10% indexation is permitted for previous experience of similar works. It is not clear whether it is per year or for all seven years. The tender document for UG cable works by APEPDCL prescribes updating for each previous year and clearly indicates the procedure of calculation. The same may be adopted here also.	b)In the bidding document, it is clearly mentioned that indexing @ 10% per year on the face value of similar nature of works agreement executed by the bidder will be considered. Indexing @ 10 % per each year on linear basis will be considered. The Clause is now requested to be modified as per the Approval of Nodal Agency PFC Note: For the purpose of Evaluation, as per manual for Procurement of Works issued by Ministry of Finance, Dept of Expenditure, Govt of India, Dt. 01.07.2022, indexing at the rate of 7% per Year on the Face Value of similar nature of Works Agreement executed by the Bidder will be considered.	In view of the clarification that: “For the purpose of Evaluation, as per manual for Procurement of Works issued by Ministry of Finance, Dept of Expenditure, Govt of India, Dt. 01.07.2022, indexing at the rate of 7% per Year on the Face Value of similar nature of Works Agreement executed by the Bidder will be considered”, no more finding is required but for to direct the TIAs to incorporate the same in the RFPs for more clarity.
2.APSPDCL:			
2	<u>M/s Raghava Project Constructions Pvt. Ltd., Hyderabad, Dt.11.11.2022:</u> Section-2 Eligibility Criteria a)The Eligibility criteria	a) a)The eligibility criteria for the appointment of AMISP for rollout of	The finding given above, for the same query raised by the same person herein, be read as finding herein with no need of repetition.



<p>prescribed in these tenders is entirely different from the one prescribed for Smart meters tenders published in the Judicial Preview website recently. Infrastructure works were made eligible in Smart Meter tenders and whereas the present tenders have prescribed only Electrical works. There is no consistency in prescribing Eligibility criteria. Uniformity may be brought among all electrical works duly prescribing infra works for all tenders.</p>	<p>Smart Pre-paid meters and Distribution infrastructure works were followed as per the standard bidding document (SBD) communicated by the Ministry of Power, Govt. of India for the respective works.</p>	
<p>2 b) There is a note stating that 10% indexation is permitted for previous experience of similar works. It is not clear whether it is per year or for all seven years. The tender document for UG cable works by APEPDCL prescribes updating for each previous year and clearly indicates the procedure of calculation. The same may be adopted here also.</p>	<p>b) In the bidding document, it is clearly mentioned that indexing @ 10% per year on the face value of similar nature of works agreement executed by the bidder will be considered. Indexing @ 10 % per each year on linear basis will be considered. The Clause is now requested to be modified as per the Approval of Nodal Agency PFC Note: For the purpose of Evaluation, as per manual for Procurement of Works issued by Ministry of Finance, Dept of Expenditure, Govt of India, Dt. 01.07.2022, indexing at the rate of 7% per Year on the Face Value of similar nature of Works Agreement executed by the Bidder will be considered.</p>	<p>The finding given above, for the same query raised by the same person herein, be read as finding herein with no need of repetition.</p>

3.APEPDCL:

<p>2 <u>M/s Raghava Project</u> <u>Constructions Pvt Ltd,</u> <u>Hyderabad, Dt.11.11.2022</u> Section-2 Eligibility Criteria a)The Eligibility criteria prescribed in these tenders is entirely different from the one prescribed for Smart meters tenders published in the Judicial Preview website recently. Infrastructure works were made eligible in Smart Meter tenders and whereas the present tenders have prescribed only Electrical works. There is no consistency in prescribing Eligibility criteria. Uniformity may be brought among all electrical works duly prescribing infra works for all tenders.</p>	<p>a)The eligibility criteria for the appointment of AMISP for rollout of Smart Pre paid meters and Distribution infrastructure works were followed as per the standard bidding document (SBD) communicated by the Ministry of Power, Govt. of India for the respective works.</p>	<p>The finding given above, for the same query raised by the same person herein, be read as finding herein with no need of repetition.</p>
<p>2 b) There is a note stating that 10% indexation is permitted for previous experience of similar works. It is not clear whether it is per year or for all seven years. The tender document for UG cable works by APEPDCL prescribes updating for each previous year and clearly indicates the procedure of calculation. The same may be adopted here also.</p>	<p>b) In the bidding document, it is clearly mentioned that indexing @ 10% per year on the face value of similar nature of works agreement executed by the bidder will be considered. Indexing @ 10 % per each year on linear basis will be considered. The Clause is now requested to be modified as per the Approval of Nodal Agency PFC Note: For the purpose of Evaluation,</p>	<p>The finding given above, for the same query raised by the same person herein, be read as finding herein with no need of repetition.</p>



	as per manual for Procurement of Works issued by Ministry of Finance, Dept of Expenditure, Govt of India, Dt. 01.07.2022, indexing at the rate of 7% per Year on the Face Value of similar nature of Works Agreement executed by the Bidder will be considered.	
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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 further decision process is taken up, for it is not an end all to say the tender initiating departments 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 documents found some defects in one or other of the three RFPs 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 including of the intending bidders, as part of the Judicial Preview-Process as per the provisions of the Act and the Rules, in the Request for Proposals (nine RFPs) 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 RFPs by the TIAs 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.

As it is with the standard formats the bid document is prepared to follow by MoP, practically by the Preview Process, interference with it is minimal only to the extent where necessary. Thus keeping the same in mind, the further Preview Process is taken up.

Further, among the nine RFPs of the three DISCOMS under preview, the page numbers and details of APSPDCL given to correlate by other DISCOMS with reference there to in making corrections or modifications or carrying out directions or observations in the findings:

S. No	Defects found in RFP	Defect rectification to RFP suggested	Findings of JUDGE
1	In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, at Part 1-Bidding Procedures and Requirements, Pg.No. 102/149 & in Form 16-(Appendix To the Technical Part of the Bid)-in the Format for Price Adjustment Data, there is no uniformity particularly relating to PSCC Poles and a clarification is required thereby	In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, at Part 1-Bidding Procedures and Requirements,Pg.No.102/149 & in Form 16-(Appendix To the Technical Part of the Bid)-in the Format for Price Adjustment Data, there is no uniformity particularly relating to PSCC Poles, for the reason it is not incorporated by APSPDCL to provide price adjustment for the PSCC Poles for the reason same is stated not advisable by the PFC-the nodal agency and as such the clause incorporated in the RFPs of APCPCL & APEPDCL are also required to be deleted for same is not even whispered to provide in the Standard Bid Document with any formula relating to it for price adjustment.	The recommendations are made as essential.



2	In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, for no consistency in the content of DISCLAIMER in the RFPs, a clarification is required.	In the three RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, for no consistency in the content of DISCLAIMER in the RFPs, for uniformity and clarity with comprehensiveness, <u>the APSPDCL and APEPDCL are required to adopt the disclaimer in the RFP of APCPDCL.</u> Same is to be incorporated respectively, wherever necessary and to the extent required	The recommendations are made as essential.
3	In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, at Cover Page, a clarification is required.	In the three RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, at Cover Page in the title an addition to be required to indicate the APCPDCL / APEPDCL / APSPDCL by the Chief General Manager (CGM) is representing the Governor of Andhra Pradesh. Thereby to amend as follows: APCPDCL / APEPDCL / APSPDCL BY ITS CHIEF GENERAL MANAGER (CGM), REPRESENTING THE GOVERNOR OF ANDHRA PRADESH. Same is to be incorporated wherever necessary and to the extent required, including at part-I, section – I clause –I after the words APCPDCL / APEPDCL / APSPDCL.	The recommendations are made as essential.
4	In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, on use of the word utility a clarification is required.	In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, <u>instead use of the word utility it is to be modified as Utility-Employer</u> Same is to be incorporated wherever necessary and to the extent required.	The recommendations are made as essential.
5	In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, on formation of consortium a clarification is required.	In the three RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, on formation of consortium, for the <i>Members of the Consortium/Joint Venture shall enter into a binding Agreement</i> <u>add the following within brackets: (with lead member must be an Indian Citizen and an Indian National and the Agreement must be duly stamped & registered as per the Indian laws)</u> Same is to be incorporated in form-8 and at other places wherever necessary and to the extent required.	The recommendations are made as essential.
6	In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, at page-53, part-I, section-3 clause-6.5, in the bid data sheet on pre-bid meetings, a clarification is required.	In the three RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, at page-53, part-I, section-3 clause-6.5, in the bid data sheet on pre-bid meetings, a note to be inserted at the end as follows: <u>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.</u> Same is to be incorporated wherever necessary and to the extent required.	The recommendations are made as essential.



7	<p>In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, on power of attorney, a clarification is required.</p>	<p>In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, on power of attorney, a note to be inserted at the end as follows: <u><i>All power of Attorneys must be duly stamped and signed and if it was executed at abroad to be attested and processed through the office of Embassy and to be duly stamped & notarised/registered as per the Indian Laws.</i></u> Same is to be incorporated wherever necessary and to the extent required.</p>	<p>The recommendations are made as essential.</p>
8	<p>In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, Part 1 - Bidding Procedures & Requirements -Page.25/26, Section 3- Instructions to Bidders & Bid data sheet, Cl.6.C–Site visit, after clauses 6.3&4 add as a note the following: a clarification is required.</p>	<p>In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, Part 1 - Bidding Procedures & Requirements -Page.25/26, Section 3- Instructions to Bidders & Bid data sheet, Cl.6.C–Site visit, after clauses 6.3&4 add as a note the following: <u><i>“After submission of the bid and Letter of Acceptance issued, no contractor can claim that the Site Visit not properly made. It is deemed for all purposes that the Site Visit has been properly conducted by the contractor with any Technical Assistance required at their cost and with their men, for nothing contra is left open to raise.”</i></u> Same is to be incorporated wherever necessary and to the extent required.</p>	<p>The recommendations are made as essential.</p>
9	<p>In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, at part-III, section -7 – Contract Forms & Conditions of Contract clause-34 (pg.66)- Insurance, a clarification is required.</p>	<p>In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, at part-III, section -7 – Contract Forms & Conditions of Contract clause-34 (pg.66)- Insurance, a clarification is required. A note at the end of the clause to be inserted as follows: <u><i>Note: In case of any claim by any workman or third party etc., pending in any court of law or tribunal involving the employer/ Utility also with the contractor/ Sub-Contractor, the employer/ utility is entitled to retain amount in relation to the claim from provisional or final bill of the contractor till the claim is cleared.</i></u> Same is to be incorporated wherever necessary and to the extent required.</p>	<p>The recommendations are made as essential.</p>
10	<p>In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, at pages-92-95, part-III, section-7– Contract Forms & Conditions of Contract clause-45. I. Claims, Disputes and Arbitration sub-Clause/Sl.No.45.1&2 on Arbitration/ conciliation, a clarification is required.</p>	<p>In the nine RFPs respectively of the three DISCOMS namely APCPDCL, APEPDCL and APSPDCL, at pages-92-95, part-III, section-7– Contract Forms & Conditions of Contract Clause-45(1-3) the following to be substituted: <u><i>Cl.45:Claims, Disputes and Settlement either by Conciliation/Arbitration or Civil Court:</i></u> <u><i>45.1 The Utility/Employer and the Contractor shall make every effort to resolve amicably any disagreement or dispute arising between them under or in connection with the Contract, by direct informal negotiation.</i></u> <u><i>45.1(a). If the Utility/ Employer and the Contractor fail to resolve such a dispute (the date of commencement of the dispute shall be taken from the date when this Article reference is quoted by either Party in a formal communication clearly mentioning existence of dispute or as mutually agreed) or</i></u></p>	<p>The recommendations are made as essential.</p>



difference by mutual consultation within 28 (twenty- eight) days from the commencement of such consultation, either Party may require that the dispute be referred for resolution to the formal mechanisms specified in this Article.

45.1(b). Specifically, for the resolution of disputed payments, All disputes or differences in respect of which the decision, if any, has not become final or binding as aforesaid in this Article shall be referred to a dedicated Conciliation committee for RDSS, formulated by Ministry of Power (MoP) for resolution of any disputes under the scheme. This Conciliation Committee shall be an alternate dispute resolution mechanism being put in the place by the MoP.

The process shall be in-line with the notification, as and when published by the MoP.

45.1(c). If the successful bidder is not willing to take recourse to this process or has any reluctance in this behalf, there shall be no compulsion to take such recourse. This Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996. After successful conclusion of proceedings, the Parties to the conciliation process have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within said 30 days in pursuance of the settlement agreement.

45.1(d). In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism has been exercised.

45.2 All disputes or differences in respect of which the decision, if any, has not become final or binding as aforesaid in this Article or if the parties are not willing to refer the dispute to be dedicated by Conciliation, then the dispute shall be settled by arbitration/ Civil Court within the State of Andhra Pradesh in the manner hereinafter provided.

45.2(a). The contractor shall make a request



in writing, which is at any time within one month from the settlement & payment of final bill, to the Employer/ Utility for the appointment of arbitrator by the Employer/ Utility by raising an arbitral dispute. The Employer/ Utility within 30 days after receipt of notice from the contractor supra, appoint a sole arbitrator for deciding such arbitral dispute in accordance with the Arbitration and Conciliation Act, 1996 (for short the Act). The appointment will not impair the right of the Employer/ Utility to question the arbitrability of the dispute or other defence with any counter claim even.

45.2(b). Where the Employer/ Utility even wants to refer any dispute for arbitration, the Employer/ Utility by giving written notice to the contractor within 1-month from the date of final payment on completion of the contract, may refer any dispute to arbitration by appointing the sole arbitrator by the Employer/Utility.

45.2(c). If Employer/ Utility fails to appoint the sole arbitrator within 30 (thirty) days, after giving of notice to the contractor or after receipt of a notice from the contractor, as the case maybe, invoking the arbitration clause by either one, the Contractor or the Employer/ Utility is at liberty at invoke the Jurisdiction of the High Court of Andhra Pradesh under section 11 of the Act, for the court to appoint sole arbitrator, to conduct the arbitration under the Arbitration and Conciliation Act 1996, as amended from time to time.

45.2(d). If none issue any such notice or appoint arbitrator as referred supra within the time limit supra, the remedy otherwise to any of the parties, subject to law of limitation etc., as are applicable is not to invoke arbitration, but for only to approach Civil Court only within the state of Andhra Pradesh, by excluding jurisdiction to any court outside the state of Andhra Pradesh.

45.2(e). So far as seat of Arbitration and place of jurisdiction for the arbitration supra is at the seat of the office of TIA at "Tirupathi/ Visakhapatnam/ Vijayawada" of 'Andhra Pradesh' by excluding seat of Arbitration and place of jurisdiction outside the State of Andhra Pradesh.

45.2(f). The language shall be in English with any translation to English from documents in local language with due certification.

45.2(g). The expenses and fees of the sole Arbitrator shall be borne equally by both parties subject to final decision on costs by sole Arbitrator.

45.2(h). The fees of Arbitrator/Arbitral tribunal are as per Schedule IV of the Arbitration Act.

45.2(i). The procedure shall be determined by the arbitrator on such appointment from hearing of the parties, mainly by following the



		<p><u><i>principles of Natural Justice and giving of Reasoned Award.</i></u> <u><i>45.2(j). The Contract shall be governed by and interpreted in accordance with laws of India.</i></u> <u><i>45.3.Parties to Perform Obligations: Notwithstanding the existence of any Dispute and difference referred to the Arbitration Tribunal as provided in this Article and save as the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Contract.</i></u> Same is to be incorporated 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 only to the extent required in the tender document while issuing tender notice/s:

1. The contractor shall observe all precautions for health of the persons engaged including by observance strictly of the Covid-19 and similar or other health precautions as per the directions issued by the State or Union Governments time to time in the public health, safety and security.
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 the duty of the contractor to secure skilled staff including with quality control experience staff and unskilled staff and necessary equipment during the entire period of contract in its execution, operation and maintenance per the pattern & strength prescribed by the Employer/ Utility.
4. Each bidder shall submit only one Tender for the work. A Bidder, who submits more than one Tender either in the form of individual entity or consortium etc., will cause dis-qualification of all the Tenders submitted by the Bidder.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.
12. **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, save those that are specifically stated in the contract to avoid any conflict.
13. 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. The contractor shall observe the PCB norms and provisions of the WALTA Act.
14. 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.
15. **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.
16. 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 the above directions apply. 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.
17. The banker shall be intimated that without letter of employer, the bank guarantee cannot be revoked during its validity period.
18. **Work assessment and site visit:** After submission of the bid and Letter of Acceptance issued, no contractor can claim that the assessment of the contract for drawings, designs and execution with bill of quantities are not properly made. It is deemed for all purposes that the same have been properly made and conducted by the contractor with any Technical Assistance required at their cost and with their men, for nothing contra is left open to raise after Letter of Acceptance issued.
19. **Review meetings:** The contractor shall attend for the daily, weekly, fortnightly, monthly, quarterly review meeting with the field engineer/ Engineer-in-charge on the Employer/ Utility to review the progress of the work and its due performance including in execution, operation and maintenance.



- 20. Communications shall be in writing:** The contractor shall make any communication with the employer/ Utility or his/their assignee or subordinates concerned including the Engineer-in-charge only in writing and no oral communication can be made and for no oral communication can be claimed by him with any value or sanctity.
- 21.** Besides submission of the APGST registration certificate before entering the contract, if GST is payable and included in the contract component, for input subsidy is entitled by the employer and for which the contractor shall produce all bills of purchase of all material and for services to enable the employer to get input subsidy, besides proof of payment of professional tax which is mandatory as per G.O.Ms.No.44, WR (R) Dept.,dt.09-09-2021, as per Cir. Memo. No.ICD01-COOR/167/Reforms/2020-2, dt.09-09-2021, the bidder is required to submit proof of payment of annual professional tax for the previous year by duly uploading the same and to produce the original when required as part of the eligibility criteria in the bid evaluation.
- 22. 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.
- 23. General Instructions to the TIA:** Above and similar other corrections to be made suitably wherever required making 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.
- 24. 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 06th Day of December, 2022.

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