

*Section II*  
*General Instruction to Bidders*

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## SECTION II - GENERAL INSTRUCTIONS TO BIDDERS

**1. General Instructions to Bidders****1.1. Procedure for Submission of Bids**

- 1.1.1. The bidder shall comply the requirement of e-tendering process.
- 1.1.2. Bids (Technical bid & Financial bid) shall be submitted online on website URL platform
- 1.1.3. The participating Bidders in the tender should register themselves on e-procurement portal.
- 1.1.4. The Bidders can login to e-procurement . portal in secure mode only by signing through the Digital certificates.
- 1.1.5. The Bidders should scan and upload the respective documentary evidence as mentioned in Eligibility Criteria.
- 1.1.6. The bidders shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/authenticity.
- 1.1.7. The rates should be quoted in the financial bid format attached with the tender and upload online only.
- 1.1.8. All bids must be accompanied by a Tender Cost, Bid Security (EMD) and Tender processing Fees strictly as per the tender requirement and the same shall be delivered to the OWNER before the schedule date and time given in the tender.
- 1.1.9. Technical Bids shall be opened as per the date and time mentioned in the Table-A of the Section-I (Instruction to Bids).
- 1.1.10. Date and Time of opening of Price Bids (Part-II) shall be informed to all the eligible bidders at a later date.
- 1.1.11. If it is not possible to open the tender on the scheduled date and time due to any technical reason the said bid will be opened on a later date at the earliest. If the opening of the bid is re-scheduled the same shall be intimated to the participant bidder(s) through system generated e-mail.
- 1.1.12. Bidders are requested to visit the proposed Works Sites and get familiarized fully with the site conditions & requirements before submitting the bid, preferably before pre-bid conference.
- 1.1.13. The bidder must furnish Affidavit in the prescribed format to the effect that the documents and information furnished by them in its bid offer in respect of the said tender are true and correct.

**1.2. Other Conditions of Bid Submission**

- 1.2.1 After uploading the documents online, Original Demand Draft or Bank Guarantee in respect of EMD & Demand Draft in respect of Tender cost and copy of deposit of Tender processing Fee is to be submitted by the bidder in sealed envelope to the \_\_\_\_\_, Registered Office: \_\_\_\_\_, before bid submission end date & time mentioned in the bid document. The cover thus prepared should also clearly indicate the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".
- 1.2.2 Failure to furnish original copy of Bank Guarantee in respect of EMD & Tender Fee shall result in rejection of the bid. OWNER shall not be liable for postal delay. Similarly, if any of the certificates, documents, etc., uploaded by the Bidder online are found to be false/fabricated/bogus, the Bidder shall be disqualified, blacklisted and action shall be initiated as deemed fit and the Bid Security shall be forfeited.
- 1.2.3 OWNER shall not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.

1.2.4 The documents that are uploaded online on the portal shall only be considered for Evaluation of bids.

1.2.5 However, OWNER reserves the right to request for any additional information and also reserve the right to reject the Proposal of any Bidder, if in the opinion of OWNER, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.

### **1.3. e-Tendering information:**

1.3.1 Tender documents can be downloaded from the e-Tendering Portal of OPTCL, [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) after registration and payment towards Tender processing Fees.

1.3.2 Bidder(s) should have valid Class-III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'

1.3.3 The prospective bidders are advised to register their user ID, Password, company ID with website [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) by clicking on hyper link 'Register Me' for the use of Electronic Tendering.

1.3.4 For any assistance on the use of Electronic Tendering System, contact help desk number, 080-40482000(Bengaluru).

1.3.5 Tenderers should install the 'Mandatory System Requirement' available on the Home Page of [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) under the section 'Mandatory System Requirement' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'.

1.3.7 Bidder(s) participating in the Tenders of OPTCL using the Electronic Tendering System shall be required to enrol on the Electronic Tendering System to obtain User ID. After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Bidder shall be approved.

1.3.8 The Tendering Authority will first open the Technical Bid documents of all Bidder(s) and after scrutinizing these documents will shortlist the Bidder(s) who are eligible for Financial Bidding Process. The shortlisted Bidder(s) will be intimated by email.

1.3.9 The Bidder(s) may remain present in the Office of the Tender Opening Authority at the time of opening of Price Bids. However, the results of the Price Bids of all Bidder(s) shall be available on the OPTCL e-Tendering Portal immediately after the completion of opening process.

### **1.4. DISCLAIMER:**

1.4.1 This Document includes statements, schedules, forms under the category viz; Tender Notification, Bid Documents (Free view) and Bid Forms (In XLS Formats) uploaded in the e-tendering portal of the OWNER, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

1.4.2 Neither OWNER nor its employees will have any liability whatsoever to any Bidder or any other person under the Cyber law or Law of contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Owner or its employees, or otherwise arising in any way from the selection process for the contract provision of Services for the Project.

- 1.4.3 Though adequate care has been taken while uploading the Bid document in the e-tender portal of the OWNER, the Bidder should satisfy himself that documents are complete in all respects and duly up-loaded in the e-tendering portal of the OWNER. Intimation of any discrepancy/ doubt shall be addressed in the pre-bid conference only.
- 1.4.4 This document and the information contained herein are Strictly Confidential and are for use of only the person (s) for whom it is loaded/ is participating or intending to participate in the e-tendering process. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).
- 1.4.5 Detailed Time Table for the various activities to be performed in e-tendering process by the Bidder for quoting their offer is given in this Tender Document under "Tender Schedule", Bidder should carefully note down the cut-off dates for carrying out each e-tendering process / activity.
- 1.4.6 Every effort is being made to keep the Tender Portal up to date and running smoothly 24 x 7 by the OPTCL and the Service Provider. However OPTCL takes no responsibility, and will not be liable for, the Tender Portal being temporarily unavailable due to any technical issue at any point of time.
- 1.4.7 In that event OPTCL will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Tender Portal.
- 1.4.8 Bidders must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
- 1.4.9 OPTCL will not be responsible for any incomplete activity of e-tendering process of the Bidder due to technical error/ failure of Tender Portal and it cannot be challenged by way of appeal, arbitration and in the Court of Law.

## **2. Cost of Bidding**

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid, if so desired by the State. In any case OWNER shall not be responsible or liable for those costs, regardless of the conduct or outcome of the e-tendering process.

## **3. Content of the RFP**

- 3.1 The RFP includes:

### **PART-I**

- a) Section I - Invitation to Bids
- b) Section II - General Instructions to Bidders
- c) Section III - General Conditions of the Contract and Service Level Agreement
- d) Section IV - Bid Submission formats
- e) Section V - Scope of Work
- f) Section VI . Technical Specifications (TEC GRs)
- g) Section VII - Engineering Instructions

### **PART-II**

- a) Price Bid (In .xls Format)

- 3.1 The Bidder is expected to examine all instructions, terms & conditions, forms and scope of Work in the RFP and furnish all information as stipulated therein.

**4. Clarifications in the Tender**

- 4.1 A prospective Bidder requiring any clarification on the RFP may submit his queries, in writing, at the OWNER's mailing address or through email as per schedule indicated in Section I . Invitation to Bids.
- 4.2 The queries submitted in the following format (in Excel file,\* .xls) only shall be considered for clarification:

S. No.	Section No.	Clause No.	Reference/Subject	Clarification Sought

The soft copy of the clarification on RFP should be in MS Excel only and not in word and PDF or any other format.

- 4.3 All queries on the RFP should be received on or before the clarification end date and time as mentioned in Section I . Invitation to bids. The responses to the clarifications shall be notified on the website by means of Corrigendum to the RFP. Bidders are responsible for duly checking the website regularly for any clarifications

**Note:** Inputs/suggestions/queries submitted by bidders as part of the pre-bid meeting or otherwise shall be given due consideration by the Tender committee. However, OPTCL is neither mandated to accept any submission made by the bidder nor the bidder shall be given any written response to their submissions. If an input is considered valid by the committee the same shall be accepted and incorporated as part of the corrigendum.

**5. Amendments to the RFP**

- 5.1 At any time prior to the last date for receipt of bids, the OWNER, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Tender Document by an amendment. The amendment shall be notified on Website URL and should be taken into consideration by the prospective bidders while preparing their bids.
- 5.2 In order to provide the prospective Bidders reasonable time to take the amendment into account in preparing their bids, the OWNER may, at its discretion, extend the last date for the receipt of Bids.

**6. Language of the Bid**

- 6.1 The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the OWNER, shall be written in English language, however, any printed literature furnished by the Bidder may be written in another language provided that the same is accompanied by its English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

**7. Documents Comprising the Bids**

The Bidder shall furnish/upload, as the case may be, documents/ Schedules in support of the qualifying requirement along with the bid (Techno-Commercial Bid-Part-I & Price Bid . Part-II):

## 7.1. Techno-Commercial Bid-Part-I:

## (A) Hard Form of Documents ( In Original):

The following documents shall be furnished in original before the Tender Accepting Authority on or before the date and time of submission of the Tender.

- (i) Demand Draft towards Tender Cost, Demand Draft /Bank Guarantee towards Bid Security (EMD) and Demand Draft towards Tender Processing Fees or Documentary proof of payment of Tender Processing Fees through e-payment mode.
- (ii) Power of Attorney /notarized copy for signing the bid document.
- (iii) CONSORTIUM Agreement & Power of Attorney of CONSORTIUM (In case of Bid from CONSORTIUM)

(B) Soft Form of Documents (Scanned Copy to be uploaded in the Tender Portal):

Following are the Soft form of scanned documents in .pdf file to be uploaded on the Official Tender Portal of OPTCL [www.tenderwizard.com](http://www.tenderwizard.com) / OPTCL+ as an attachment.

Sl. No.	Description	(.Pdf ) file reference
1	DD towards Tender Cost, DD/BG towards Bid Security (EMD) and DD towards Tender Processing Fees/ Documentary proof of payment of Tender Processing Fees through e-payment mode.	Attach 1.pdf
2	i. Power of Attorney /notarized copy for signing the bid document. ii. Consortium Agreement & Power of Attorney of Consortium (In case of Bid from Consortium).	Attach 2.pdf
3	Following documents/Credential in support of meeting Technical Qualifying requirement: <ul style="list-style-type: none"> <li>i. Work Orders/LOA (including detailed bill of quantity for supply &amp; erection works)</li> <li>ii. Commissioning Certificate/ Handing Over and Taking Over Certificate/Client Certified copies of completion certificate in respect of the work orders furnished as above.</li> <li>iii. Performance Certificate in respect of the work orders furnished as above.</li> <li>iv. Valid HT Electrical License of the EPC Contractor available from anywhere in India of any the partners. (In case of Consortium Valid HT license available from anywhere in India of any the partners).</li> </ul>	Attach 3.pdf
4	Scanned copy of Documents/credential in support of meeting the Financial QR: <ul style="list-style-type: none"> <li>i. Audited Annual Accounts for last 05(five) years.</li> <li>ii. Turn Over of the company (excluding its sister company) duly certified by Chartered Accountants.</li> <li>iii. Un-utilized Credit facilities certificate from the Banker.</li> </ul>	Attach 4.Pdf
5	Scanned copies of Statutory Documents; <ul style="list-style-type: none"> <li>i. Certificate of Incorporation.</li> <li>ii. IT PAN.</li> <li>iii. IT Return of last three years.</li> <li>iv. GST Registration Certificate.</li> <li>v. EPF &amp; ESI Registration Certificate etc.</li> </ul>	Attach 5.pdf



6	Schedule of Requirements (SOR)	Attach 6.pdf
7	PIA Details	Attach 7.pdf
8	Technical Bid Letter	Attach 8.pdf
9	Details of Litigation(s)	Attach 9.pdf
10	Compliance Document	Attach 10.pdf
11	Financial Bid Letter	Attach 11.pdf
12	RFP Acknowledgement Letter	Attach 12.pdf
13	Manufacturer Authorization Form	Attach 13.pdf
14	Fraud Prevention Declaration	Attach 14.pdf
15	Affidavit of Bidder	Attach 15.pdf
16	Any Other relevant documents < As per requirement>	Attach 16.pdf

( C ) Filling & KEY-IN of the Schedules (XLS) in the Tender Portal :

Following are the schedules in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OWNER format in the [www.tenderwizard.com](http://www.tenderwizard.com) / OPTCL portal.

Sl. No.	Particulars	Schedules in XLS format
1	Bidders information	Schedule-I
2	Acceptance of Important Condition of the Contract	Schedule-II
3	Check List	Schedule-III
4	Table- Tech-I	Schedule-IV
5	Table- FIN-I	Schedule-V

7.2 Price Bid . Part-II:

Following are the price schedules in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OPTCL format and to be uploaded on the official web-site of the OPTCL: [www.tenderwizard.com](http://www.tenderwizard.com) / OPTCL portal.

1	Price Proposal	Schedule- VI
2	AMC Price Proposal	Schedule-VII

## 8. Bid Prices:

8.1 Bid Price in respect of **Supply of Goods & Services:**

8.1.1 The bidder shall quote the taxable unit price for Supply of goods & Services, including extended Guarantee for 3 years is inclusive of Packaging & Forwarding, Freight & Insurance, all other expenses and other taxes and duties (Including Labour Cess) , net of input tax credit except GST. GST (IGST in case of interstate supply of goods & services and CGST and SGST in case of intrastate supply of goods & services) shall be quoted as part of Tax Invoice in addition to Taxable Price. The price bid format are to be duly filled in and uploaded in the e-tender portal as per the format clearly mentioning the SAC code.

8.1.2 At present rates of GST shall be @18% for works contract and Labour Cess @1%. However, GST at the applicable rate shall be considered for evaluation of bids, award of the works and payment.

8.1.3 Further, all Customs Duties and other Statutory Levies and License Fees, if any, payable by the bidders in respect of the transaction between the bidder and their vendors while procuring any components, sub-assemblies, raw materials and equipment either sourced from within India or sourced from outside India, shall be included in the bid price and no separate claim on this behalf will be entertained by the OWNER.

8.2 Bid Price in respect of **Comprehensive Annual Maintenance Contract:**

8.2.1 The bidder shall quote the taxable unit price for Comprehensive Annual Maintenance Contract (AMC) price is inclusive of Manpower Charges, Establishment Charges, Travelling & Conveyance Expenses, Communication expenses and Cost of maintenance Spares & all other related expenses taking in to account benefit of Input Tax Credit and other taxes and duties and GST separately as per the Price bid Forms specified in e-tender portal. The details of price schedules are to be duly filled in and uploaded in the e-tender portal as per the Schedule(s) clearly mentioning the SAC code.

8.1.2 At present applicable rates of GST for the works contract is 18% and Labour Cess @1%. However, GST at the applicable rate shall be considered for evaluation of bids, award of the works and payment.

8.3 In the absence of above information, bid shall be considered as incomplete and be summarily rejected.

8.4 The Bidder shall prepare the bid based on the details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the OWNER. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP.

## 9. Firm Prices

9.1 The Taxable Unit Price quoted in the bid must be FIRM and shall not be subject to any upward modifications, on any account whatsoever. However, the OWNER reserves the right to negotiate the prices quoted in the bid to effect downward modification. However, any changes in the rates of GST within the contract period, the same shall be to the account of the OWNER, against submission of documentary evidence. The Bid Prices shall be indicated in Indian Rupees (INR) only.

9.2 The Financial bid should clearly indicate the price to be charged and the taxes shall be applicable as per actual. It is mandatory that such charges wherever applicable/payable should be indicated separately in Financial Bid given in Section IV . Bid Submission Format. In case there is a change in the applicable taxes, the same shall apply.

9.3 The revised/supplementary price bid shall not be considered for evaluation unless otherwise specifically asked by the OWNER.

## 10. Discount

10.1 The Bidders are advised not to indicate any separate discount in the Financial Bid. Discount, if any, should be merged with the quoted unit taxable prices. Discount of any type, indicated separately, shall not be taken into account for evaluation purpose. However, in the event of such an offer is found to be the lowest without taking into account the discount, the OWNER shall avail such discount at the time of award of contract.

**11. Bidder qualification**

- 11.1 The "Bidder" as used in the RFP shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases him/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the authorized representative and the principal officer.
- 11.2 It is further clarified that the individual signing the RFP or other documents in connection with the RFP must certify whether he/she signs as the Constituted attorney of the firm, or a company.
- 11.3 The authorization shall be indicated by written power-of-attorney accompanying the bid.
- 11.4 The power or authorization and any other document consisting of adequate proof of the ability of the authorized signatory to bind the Bidder shall be annexed to the bid.
- 11.5 Any change in the Principal Officer shall be intimated to SIA in advance.

**12. Earnest Money Deposit (EMD)**

- 12.1 The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount INR package wise as mentioned under Table . A of the Instruction to Bidder.
- 12.2 The EMD must be submitted in the form of Bank Guarantee valid for a period of 240 (Two Hundred Forty) days from the last date of submission of bids as mentioned in the original e-tender notice.
- 12.3 The bid security shall be denominated in Indian Rupees only and shall be in one of the following forms:
- Crossed Bank Draft/Pay order in favour of DDO, ODISHA Power Transmission Corporation Ltd., payable at Bhubaneswar, from any scheduled bank.
  - Irrevocable Bank Guarantee issued by any scheduled bank as per prescribed format in favour of ODISHA Power Transmission Corporation Ltd.+ en-cashable at Bhubaneswar Branch of the Issuing Bank only.
- 12.4 The EMD is required to protect the OWNER against the risk of Bidder's conduct which would warrant the security's forfeiture.
- 12.5 Unsuccessful Bidder's EMD shall be returned after the award of contract to the PIA. No interest shall be paid by the OWNER on the EMD.
- 12.6 The EMD of PIA shall be returned upon the execution of the Contract and furnishing the Composite Performance Bank Guarantee. No interest shall be paid by the OWNER on such EMD.
- 12.7 The EMD may be forfeited:
- If bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
  - If PIA fails to sign the Contract or to furnish the Composite Performance Bank Guarantee for contract performance.

**13. Period of Validity of Bids**

- 13.1 Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the OWNER. A bid valid for a shorter period may be rejected by the OWNER as non-responsive.
- 13.2 In exceptional circumstances, the OWNER may request the Bidder for an extension of the period of validity upto 180 days or more. The request and the responses thereto shall be made in writing (or through e-mail). The validity of EMD may also be extended if required.

**14. Format and Signing of Bids**

- 14.1 The original and all copies of the bid shall be typed or written in indelible ink. The original and all copies shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the bid.
- 14.2 The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per Checklist. Responses with illegible, incomplete Information sheets or insufficient documentary evidence shall be rejected.
- 14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 14.4 The Bidder shall duly sign and seal its bid with the exact name of the firm/company to whom the contract is to be issued.

**15. Revelation of Prices**

- 15.1 Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.

**16. Terms and Conditions of Bidders**

- 16.1 Printed terms and conditions of the bidder(s) shall not be considered as forming part of their Bids. Further, conditional offers or alternative offers of the bidder(s) shall not be considered and liable for rejection of bid(s).

**17. Local Conditions**

- 17.1 It shall be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed site which would have any effect on the performance of the contract and / or the cost.
- 17.2 The Bidder is expected to make a site visit to obtain for himself on his own responsibility, all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.
- 17.3 Failure to obtain the information necessary for preparing the bids and/or failure to perform the activities that may be necessary for the providing services before entering into contract shall in no way relieve the PIA from performing any work in accordance with the RFP
- 17.4 It shall be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents.
- 17.5 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents shall be entertained by the OWNER and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the OWNER on account of failure of the Bidder to appraise themselves of local laws and site conditions.

**18. Last Day for Receipt of Bids**

- 18.1 Bids (Only hard copy of EMD and Tender Fees) shall be received by the OWNER at the address specified under Section I - Invitation of bids before the last date and time of submission of bids. In the event of the specified date for the receipt of Bids being declared a holiday for the OWNER, only hard copy of EMD and Tender Fee shall be received up to the appointed time on the next working day.
- 18.2 The OWNER may, at its discretion, extend the last date for the receipt of bids by amending the RFP, in which case all rights and obligations of the OWNER and Bidders previously subject to the last date shall thereafter be subject to the last date as extended.

**19. Late Bids**

- 19.1 Any bid received by the OWNER after the last date and time for receipt of bids prescribed by the OWNER, pursuant to Section I - Invitation for Bids, shall be rejected

**20. Modifications and Withdrawal of Bids**

- 20.1 No bid shall be altered / modified subsequent to the closing date and time for receipt of bids. Unsolicited correspondences from Bidders shall not be considered.
- 20.2 No bid shall be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

**21. Address for Correspondence**

- 21.1 The Bidder shall designate the official mailing address, place and fax number to which all correspondence shall be sent by the OWNER.

**22. Contacting the OWNER**

- 22.1 No Bidder shall contact the OWNER on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded.
- 22.2 Any effort by a Bidder to influence the OWNER's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

**23. Opening of Technical Bids by OWNER**

- 23.1 The OWNER shall convene a bid opening session as per time schedule where one representative from the Bidder, who has successfully submitted the bid, can participate. Subsequent to this, OWNER shall further evaluate the Bid of only those agencies whose EMD is found to be in order.

**24. Evaluation of Bids**

- 24.1 A committee/s shall be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders.
- 24.2 The evaluation process of the RFP proposed to be adopted by the OWNER is indicated under RFP in the following clauses. The purpose of this clause is only to provide the Bidder(s) an idea of the evaluation process that the OWNER may adopt. However, the OWNER reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder(s) of any such change.
- 24.3 Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the OWNER's requirements, as described in the RFP. Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully Survey, Planning, Supply, Installation, end to end integration, testing and commissioning of OFC (Aerial) GPON network with the extended Guarantee of 3 years Also, to undertake the responsibility for Comprehensive Annual Maintenance Contract (AMC) of the established network for 5 years. The Bidder's bid must be complete in all respect and covering the entire scope of work as stipulated in the RFP.

**25. Preliminary Examination**

- 25.1 The OWNER shall examine the bids to determine their responsiveness, i.e. whether they are complete, whether the bid format conforms to the RFP requirements, whether any computational errors have been made, whether required EMD and Tender Fee have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 25.2 A bid determined as not substantially responsive shall be rejected by the OWNER and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**26. Clarification**

- 26.1 When deemed necessary, during the tendering process, the OWNER may seek clarifications on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.
- 26.2 OWNER reserves the right to seek clarifications on the already submitted documents.

**27. Evaluation of Eligibility Criteria**

- 27.1 In this part, the bids shall be reviewed for determining the Compliance of the general conditions of the contract and Eligibility Criteria as mentioned in the RFP. Any deviation for general conditions of the contract and eligibility criteria shall lead to rejection of the bid.
- 27.2 Bidders are expected to meet all the conditions of the RFP and the eligibility criteria as mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence in support of eligibility criteria are liable to be rejected summarily.
- 27.3 This bid is open to any EPC/Turnkey Contractor domicile in India, who meets the following eligibility criteria:

Eligibility Criteria		Documents Required
1	<p><b>Legal Status:</b></p> <ul style="list-style-type: none"> <li>• Bidder or Partners of Consortium shall be registered in India.</li> <li>• The bidder, as a sole Principal Contractor (not as a Sub-Contractor*) or each of the Consortium members should be registered under Companies Act, 1956 and Companies Act 2013 and should have at least 3 years of operations in India as on bid submission date.</li> </ul>	<p>a) Certificate of Incorporation / Registration Certificate</p> <p>b) PAN card</p> <p>c) GST Registration Certificate</p>
2	<p><b>Work Experience:</b></p> <p>The Bidder should have Successfully executed the works Laying, Installation, Testing and Commissioning of Optical Fiber Cable (Aerial), PLB Duct and Accessories+ of at least 50% of estimated route km of the package (s) during last 3 years as on bid submission date.</p>	<p>a) Letter of Award or Work Order along with Bill of Materials.</p> <p>b) Work Completion Certificate issued &amp; signed by the competent authority of the client entity.</p>
3	<p><b>Average Annual Turnover:</b></p> <p>The Bidder should have an average annual turnover of at least 100% of estimated cost of the Package for the last three (3) audited financial years (2014-15, 2015-16 and 2016-17).</p>	<p>a) Audited financial statements for the last three financial years (2014-15, 2015-16 and 2016-17).</p> <p>b) Certificate from the Statutory Auditor/ Company Secretary on turnover details for the last three (3) financial years (2014-15, 2015-16 and 2016-17)</p>
4	<p><b>Access to Liquid Assets and Credit Facility:</b></p> <p>The liquid assets at the end of the last Financial Year (2016-17) and credit facility available from bank duly certified by the Bank at the end of the month proceeding to</p>	<p>a) Certificate from the Statutory Auditor/ Company Secretary on Liquid Assets.</p> <p>b) Bankers Certificate in respect of Credit facilities.</p>

	the date of submission of the tender of the bidder should not be less than 25% of estimated cost of the package.	
5	<b>Quality Management:</b> The Bidder should have valid ISO 9001:2008/ ISO 9001:2015 for Quality Management System which should be valid as on bid submission date.	Valid ISO certificate
6	<b>OEM Certificate:</b> The Bidder should submit valid letter from at least one OEM subject to maximum 3 OEMs (Electronics and OFC & Accessories) confirming that the OEM shall ensure that all equipment/ components/ sub-components being supplied by them shall be supported for entire contract period. If the same is de-supported by the OEM for any reason whatsoever, The bidder shall replace it with an equivalent or better substitute that is acceptable to OWNER without any additional cost to the OWNER and without impacting the performance of the solution in any manner whatsoever.	a) Authorization letters MAF (Manufacturers Authorization Form) from all OEM/ Vendors whose products are being quoted by the Bidder need to be attached in the bid. b) Technical Specification Evaluation Certificate (TSEC) from each OEM whose products are being quoted by the Bidder. c) Type test Reports of the products are being quoted by the Bidder.
7	<b>Blacklisted/Debarred:</b> The Bidder should not have been blacklisted/ debarred by any Govt. department or any PSU in India as on bid submission date.	Undertaking signed by CEO/ Country Head of the company to be provided on Non . judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public.

**Note 1:** All the tender items e.g. GPON OLT, ONT, OFC, Splitters, Batteries, and Charging Control Unit should have valid Type Approval Certificate (TAC) from Telecom Engineering Centre (TEC), New Delhi or Technical Specification Evaluation Certificate (TSEC) from Quality Assurance Circle, BSNL, Bengaluru, against the respective technical specifications of this RFP. In case any of the quoted models does not have TAC/ TSEC then it should be applied for TSEC to Quality Assurance Circle, BSNL, Bengaluru or to TEC, New Delhi for the model against the technical specifications, at least one day before the opening of the tender. The registration number allotted for the TSEC purpose by Quality Assurance Circle, BSNL, Bengaluru or for TAC purpose by TEC, New Delhi shall be submitted along with the bid. However, only type approved products as per above specifications shall be accepted which shall have to be obtained before issuing Work Order by the OWNER.

The TSEC obtained by the OEMs of bidders for the various tenders floated by BBNL/BSNL in the last two years shall be acceptable for the items which are part of this RFP provided that the technical specifications remain unchanged. In case of OFC, any change in the source of raw material shall be subject to fresh TSEC process of QA.

**Note 2: Consortium Criteria:**

- I. Consortium Partners together should meet 100% of the qualifying requirement. However, Lead Partner of the Consortium shall meet at least 50% of the Works Experience qualifying requirement.

- II. In case of consortium, the Lead Partner must be specified by the bidder through Power Of Attorney.
- III. Partner(s) including Lead Partner of the Consortium cannot be a partner in another Consortium participating in this bidding process in other packages in same RFP.
- IV. Partner(s) including Lead Partner of the Consortium bidder cannot participate independently in this bidding process.
- V. In case of a consortium, applicant consortia shall have a valid Memorandum of Understanding (MoU)/ Consortium Agreement among all the members signed by the CEO/ Country Head of the companies dated prior to the submission of the bid. The MoU/ Consortium Agreement shall clearly state the composition of the consortium who shall be the Lead bidder, the complete description of the partner and roles & responsibilities of the partners.
- VI. The consortium bid submitted without valid MoU / Consortium Agreement shall be treated as non-responsive.
- VII. In case of a consortium, the maximum members should not be more than 3 including the Lead Partner.
- VIII. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and technically qualified under and in accordance with this RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the competent authority forthwith along with all relevant particulars about the same and the competent authority may, in its sole discretion, disqualify the Bidder or withdraw the work order from the PIA, as the case may be. In the event such change in control occurs after signing of the Agreement but prior to sign off of the project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without the competent authority being liable in any manner whatsoever to the Bidder. In such an event, notwithstanding anything to the contrary contained in the Agreement, the competent authority shall be entitled to forfeit and appropriate the Bid Security and Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the competent authority under the Bidding Documents and/ or the Agreement or otherwise
- IX. The bidder (each Member/Partner of the consortium) shall have company registration certificate, registration under labour laws & contract act, valid GST registration certificate and Permanent Account Number (PAN) issued by Income Tax department, Memorandum of Association and Article of Association (copy of the same should be provided)
- X. Attested copies in respect of company's financial statements for the last three audited financial years (2014-15, 2015-16 and 2016-17) shall be attached along with the bid. Bidder should submit an undertaking that Bidder (or each of the consortium members) should not have been blacklisted/ debarred by any Govt. department or any PSU in India as on bid submission date.
- XI. The award of contract shall be signed with the Lead Bidder only and the Lead Partner shall be single Point of Contact for this Project. PBG shall be submitted by the Lead Partner.
- XII. The payments for the said project shall be released only in the name of Lead Partner.
- XIII. Lead Partner shall be solely responsible for any failure liable to the Government for the execution of the project in accordance with the terms & conditions of the bid document and a statement of this effect shall be included in the MoU/ Consortium Agreement.
- XIV. All partners of the Consortium shall be jointly and severally liable for the execution of the Contract.



**28. Evaluation of Financial bids**

28.1 Financial bids submitted of only those bidders, who are technically qualified shall be opened and are eligible for further evaluation.

28.2 The bids quoted as per the financial bid format shall be considered for financial evaluation.

28.3 Evaluation of bids shall be done on Least Cost/Lowest Cost (L1) criteria as detailed below.

$$Z=X1+X2 \text{ (PV)}$$

Where as;

Z= Total evaluated Price including GST for Supply of Goods & Services including extended Guarantee for 3years (X1) + Comprehensive AMC for 5 years at Present Value (X2)

28.4 Comprehensive AMC cost shall be evaluated considered for 5years based on Present Value (PV) discounting at the rate of 10% calculated on a yearly basis for all the GPs.

Formula for calculating PVA is as follows:

Present Value of an Annuity (PV- $\hat{U}$  notation)

$$PV = \hat{U} \sum_{k=1}^n \frac{A}{(1+i)^k}$$

PV = Present Value of AMC Quoted

A = Comprehensive AMC charges quoted annually

k= Respective years (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup>) over 5years for which AMC is to be quoted.

i = Discounting rate per time period-10%

n = number of time periods-5 years

28.5 The Bidder who shall have the least/lowest value of  $Z=X1+X2$  (PV)+after calculating PV value for AMC- Financial Bid given in Section IV - Bid Submission Formats shall be declared as lowest bidder and shall be awarded the project. However, OWNER'S decision shall be final and binding.

28.6 Bidders quoting unrealistic cost of items shall be rejected straightaway by the committee and EMD of such bidder shall be forfeited. Any bid found to have unsatisfactory response in any of the eligibility criteria as mentioned may be rejected and shall not be considered for further evaluation.

28.7 Evaluation shall be done Package wise. In an event a bidder become lowest evaluated bidder for the package his price bid for the other package shall not be opened.

**29. Final Bid Evaluation**

29.1 If any bidder withdraws his bid, at any stage after the last date and time of bid submission till the final evaluation or declaration of the final selected bidder, it shall be declared as defaulting bidder and EMD of such defaulting bidder shall be forfeited. In such situation the tendering process shall be continued with the remaining bidders as per their ranking.

29.2 If the bidder relents after being declared as selected bidder, it shall be declared as defaulting bidder and EMD of such defaulting bidder shall be forfeited and OWNER reserves right to blacklist/debarred such company for next 5 Years from participating in any tender. In such situation, the tendering process shall be continued with the remaining bidders as per their ranking

**30. OWNER's Right to Vary Scope of Contract**

30.1 The OWNER may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.

30.2 If any such change causes an increase or decrease in the cost (+/-20%) or the time required for

the bidder's performance of any part of the work under the Contract, whether changed or unchanged by the order, an equitable adjustment shall be made in the Work Order Value or time schedule, or both, as decided by the committee and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the OWNER's changed order.

### **31. OWNER's Right to Accept Any Bid and to Reject Any or All Bids**

31.1 The OWNER reserves the right to accept any or all bid, and to annul the tender process or reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the OWNER's action.

### **32. Notification of Award**

32.1 Prior to the expiry of the period of bid validity, pursuant to Clause 17, the OWNER shall notify the PIA in writing by fax, followed by registered letter to be confirmed in writing by registered letter, that its bid has been accepted.

32.2 The notification of award shall constitute the formation of the Contract.

32.3 Upon furnishing of Composite Performance Bank Guarantee of 10% of the Work Order Value for contract performance by OWNER, the OWNER may notify each unsuccessful Bidder and shall refund their EMD.

### **33. Award of Contract**

33.1 There shall be only one bidder in each package in same RFP. In an event a bidder become lowest evaluated bidder for the package his price bid for the other package shall not be opened.

33.2 At the same time as the OWNER notifies the PIA that his bid has been accepted, the OWNER shall send the PIA a Proforma for Contract as provided in the RFP.

33.3 Within 7 days of receipt of the Contract, the PIA shall sign and date the Contract and return it to the OWNER.

33.4 The Bidder whose bids are accepted shall be required to give a Security Deposit as mentioned in the RFP along with acceptance of work order, within 15 days. Security Deposit shall be in the form of Composite Performance Bank Guarantee (CPBG) from any Scheduled Bank. Security Deposit should be valid for the entire period plus 60 days and thereafter the Security Deposit shall be refunded to the PIA without any interest.

33.5 OWNER may, at any time, terminate the contract by giving written notice to the PIA without any compensation, if the PIA becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to OWNER.

33.6 If at any point during the contract, if the PIA fails to deliver as per the RFP terms & conditions or any other reason amounting to disruption in services, the Termination and Exit Management clause shall be invoked.

### **34. Confidentiality of the Contract**

34.1 The Contract is confidential and the PIA shall ensure that anything contained in the Contract shall not be disclosed in any manner, whatsoever.

### **35. Tender Related Conditions**

35.1 The PIA shall confirm unconditional acceptance of full responsibility of completion of job and for executing the Scope of Work of this RFP. This confirmation should be submitted as part of the Technical Bid. The Sole Bidder or Lead Bidder shall be the sole point of contact and shall be solely responsible for all purposes of the Contract.

35.2 The PIA should not be involved in any litigation that may have an impact of affecting or compromising the execution of work as required under this contract. If at any stage of tendering process any suppression / falsification is brought to the knowledge of the OWNER, the

OWNER shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the PIA.

### **36. Rejection Criteria**

Besides other terms & conditions highlighted in the RFP, bids may be rejected under following circumstances:

#### **36.1 General Rejection Criteria**

- 36.1.1 Bids submitted without or improper Tender fee and EMD
- 36.1.2 Bids received through Telegraphic / Fax/E-Mail/ Hard copies except, wherever required.
- 36.1.3 Bids which do not conform to unconditional validity of the bids as prescribed in the RFP
- 36.1.4 If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process
- 36.1.5 Any effort on the part of a Bidder to influence the OWNER's bid evaluation, bid comparison or contract award decisions
- 36.1.6 Bids received by the OWNER after the last date for receipt of bids prescribed by the OWNER, pursuant to Section I - Invitation for Bids
- 36.1.7 Bids without Power of Attorney and any other document consisting of adequate proof of the ability of the authorized signatory to bind the Bidder

#### **36.2 Technical Rejection Criteria**

- 36.2.1 Technical Bid containing financial details.
- 36.2.2 Revelation of Prices in any form or by any reason before opening of the Financial Bids
- 36.2.3 Failure to furnish all information mentioned in the RFP or submission of a bid not substantially responsive to the RFP in every respect.
- 36.2.4 Bidders not quoting for the complete scope of work as indicated in the RFP, addendum (if any) and any subsequent information given to the Bidder.
- 36.2.5 Bidders not complying with the material, specifications and General Conditions of the Contract as stated in the RFP.
- 36.2.6 The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Section III . General Conditions of Contract and Service Level Agreements and Section V - Scope of work of this RFP.
- 36.2.7 If the bid does not conform to the timelines indicated in the RFP.

#### **36.3 Financial Rejection Criteria**

- 36.3.1 Incomplete Financial Bid
- 36.3.2 Financial Bids that do not conform to the RFP's financial bid format
- 36.3.3 If there is an arithmetic discrepancy in the financial bid calculations, the OWNER shall rectify the same. If the Bidder does not accept the correction of the errors, it may be rejected.

### **37 Bank Guarantee for Contract Performance:**

- 37.1 Within 15 days of the receipt of notification of award from the OWNER, the successful bidder shall furnish the Composite Performance Bank Guarantee in the form of Bank guarantee valid for a period of 4 years plus 60 days in accordance with the General Conditions of the Contract, in the prescribed Formats. The bidder shall also submit a separate Performance Bank Guarantee towards Comprehensive AMC period of 5 years.
- 37.2 Failure of the PIA to comply with the requirement of TENDER shall constitute sufficient grounds for the annulment of the contract and forfeiture of the EMD.

37.3 Composite Performance Bank Guarantee for Supply of Goods & Services includes extended Guarantee period of 3 years as per following schedule:

S. No.	Item	Value
1	Instrument	One single Deposit in the form of Bank Guarantee in non-judicial stamp paper of appropriate value (as per the prescribed format) en-cashable at Bhubaneswar Branch of the Issuing Bank only.
2	Validity of Bank Guarantee	Bank Guarantee to be submitted within 15 working days from date of Work Order and should be valid for a period of 4years plus 60 days. If the contract period gets extended the Bank Guarantee shall be extended accordingly.
3	Amount	10% of Work Order value ( Supply of Goods & Services including extended Guarantee period of 3 years)
4	Consortium Bidder	In case of Consortium, the Bank Guarantee shall be submitted by the Lead Partner of the Consortium mentioning the name & address of the all Partner(s).
5	Return of Bank Guarantee	The aforesaid Bank Guarantee shall be returned to the PIA after successful completion of the guaranteed obligations under the contract.

37.4 Performance Bank Guarantee for **Comprehensive AMC period of 5 years** as per following schedule:

S. No.	Item	Value
1	Instrument	One single Deposit in the form of Bank Guarantee in non-judicial stamp paper of appropriate value (as per the prescribed format) en-cashable at Bhubaneswar Branch of the Issuing Bank only.
2	Validity of Bank Guarantee	Bank Guarantee to be submitted within 15 working days from date of Work Order and should be valid for a period of 5years plus 60 days. If the contract period gets extended the Bank Guarantee shall be extended accordingly.
3	Amount	10% of Work Order value ( Comprehensive AMC cost)
4	Consortium Bidder	In case of Consortium, the Bank Guarantee shall be submitted by the Lead Partner of the Consortium mentioning the name & address of the all Partner(s).
5	Return of Bank Guarantee	The aforesaid Bank Guarantee shall be returned to the PIA after successful completion of the AMC contract.

**38. Placing of Work Orders**

- 38.1 OWNER shall place two separate work orders i.e. 1<sup>st</sup> one for Supply of Goods and Services during construction period including 3 years extended Guarantee and 2<sup>nd</sup> one for Comprehensive Annual Maintenance Contract for 5 years commencing after expiry of extended Guarantee period on the same successful bidder separately for Package-1 & Package-2.
- 38.2 Quantities mentioned %financial Bid+ given in Section IV . Bid Submission Formats are indicative and OWNER reserves the right at the time of issuance of work order to increase or decrease the quantity of goods and / or services from the original requirements as specified in the terms & conditions of the RFP as mutually agreed.
- 38.3 Objection, if any, to the work order must be reported to the concerned section of OWNER by the PIA within fifteen (15) working days counted from the date of issuance work order for modifications, otherwise it shall be assumed that the PIA has accepted the work order.
- 38.4 If the PIA is not able to do the complete work as mentioned in the scope of work within the specified period, the penalty clause shall be invoked.
- 38.5 The decision of OWNER shall be final and binding on the PIA. OWNER reserves the right to accept or reject an offer without assigning any reason whatsoever.