

**Bid No: AEGCL/MD/TECH-647/BP-AEGCL/EXTN.2/09B**

**BID FOR  
'LEASING OF DARK FIBERS ON AEGCL's FIBER OPTIC  
NETWORK TO LICENSED TELECOMM. SERVICE  
PROVIDERS'**

**BID DOCUMENT**

**November, 2019**

**Bid Processing Fee to be paid online.**



**ASSAM ELECTRICITY GRID CORPORATION LIMITED**

**OFFICE OF THE MANAGING DIRECTOR, AEGCL  
(FIRST FLOOR), BIJULEE BHAWAN, PALTANBAZAR  
GUWAHATI - 781001  
CIN: U40101AS2003SGC007238**

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## **SECTION I: INVITATION TO BIDDERS**

### BID NOTICE

**1.1 Assam Electricity Grid Corporation Limited (AEGCL)** invites sealed bid for Commercial Utilization of dark fiber pairs of OPGW as deployed on AEGCL's Transmission Network on lease basis. This sealed commercial bid is a necessary document for participating in the BID process. Following are the information and important dates of BID:-

#### **(A) Information Table :**

<b><u>SlNo.</u></b>	<b><u>Description</u></b>	<b><u>Details</u></b>
1	BID No and Date	<b>AEGCL/MD/TECH-647/BP- AEGCL/EXTN.2/09B Dtd. 28.11.2019</b>
2	Name of the Work	<b>Commercial Utilization of dark fiber pairs of OPGW as deployed on AEGCL's Transmission Network on lease basis.</b>
3	OPGW routes for Lease (in Km.)	<b>1373 Km as mentioned in Annexure I and II</b>
4	Period of Lease (in Years)	<b>15 years + 5 (five) years extension on mutually agreed terms and conditions.</b>
5	Type of BID	<b>Commercial</b>
7	Competition type	<b>Indian (National)</b>
6	Document Fees(Non-refundable)	<b>INR 10,000.00 (Ten thousand only)</b>
7	EMD (in Rs.)	<b>INR 7,00,000.00 (Rupees Seven Lakhs)</b>
8	Contact Person	<b>Mr. H. Kakati, General Manager(Projects), AEGCL (HQ) Mobile No: 8876087871</b>
9	Contact e_mail ID	<b>leasebusiness.aegcl@gmail.com</b>

#### **(B) Important Dates:**

1	Publish Date/ Floating date of BID and Time :	<b>28.11.2019 and 14.00Hours</b>
2	Start date and time of receipt of BID through online	<b>19.12.2019 and 11:00 Hours</b>
3	End date and time of receipt of BID through online	<b>09.01.2020 and 14:00 Hours</b>
4	Last date and time of submission of relevant hard copies along with EMD at the AEGCL Head quarter	<b>Two Hours before opening of the Bid online</b>
5	Date and time of opening of the BID	<b>10.01.2020 and 14 :00Hours</b>

**SECTION II****BID SUBMISSION CHECKLIST**

- 2.1** This order and arrangement shall be considered as the BID Format. The selected Bidders shall tick against each item indicating the documents as mentioned in the checklist have been provided.

Table 1:-

<b>SlNo.</b>	<b>Item Description</b>	<b>Tick where provided</b>
1	BID form	
2	Copy of Certificate of Incorporation/ Company Registration	
3	Copy of GST certification	
4	Copy of Memorandum of Association and Articles of Association of Company or Consortium of Companies.	
5	Copy of Registration certificate for Infrastructure Provider-Category-I (IP-I) / Internet Service provider (ISP) License/ Telecom License/ National Long Distance (NLD) permission/ clearance from the concerned Licensing Authority i.e. Dept of Telecom, Govt. of India attached.	
6	Audited Balance sheets/ Financial Statements and Annual Tax returns of last 3(three) consecutive years (2015-16, 2016-17 and 2017-18) of the company or the parent company or the lead bidder.	
7	Certificates in support of experience in relevant field	
8	Purpose of utilization of leased fibers	
9	Any others documents related to achievements, accolades etc.	
10	No pending Litigation with any Govt. Or PSUs in India	
11	Self declaration form for anti-corruption/fraudulent practices.	
12	In case of JV/Consortium the MOU /Agreement must be submitted with valid documents.	

**(a) Introduction**

- 3.1** Assam Electricity Grid Corporation Ltd (AEGCL), a state Transmission Utility, formed after unbundling from erstwhile Assam State Electricity Board (ASEB) in 2003 as per Company's Act, 1956. AEGCL emphasises not only on transmission business for delivering quality power but also on its new venture into Dark Fiber Lease Business.
- 3.2** After establishing a strong reputation and an excelling performance in the transmission business, AEGCL envisages its outgrowth on building a reliable OPGW Communication Network on its existing Transmission Network. So far, AEGCL has successfully completed an OPGW network for a route length of 1373 Km. AEGCL owns a total of 24 fibers deployed on its OPGW network.
- 3.3** For optimum utilization, a total of 07 (seven) dark fiber pairs are proposed for leasing to generate an additional revenue. AEGCL plans to commercialize those 7 (seven) dark fiber-pairs on lease basis to the licensed Telecomm. Service providers/ dark fiber capacity providers/ other operators having a valid license from Deptt. of Telecomm, Govt. of India and AEGCL plans to keep the rest 5 OPGW fiber pairs for its own use i.e 3 pairs for its data telemetry and redundancy purpose and the rest 2 pairs for implementing ERP,SAMAST and AEGCL's other data acquisition project.
- 3.4** In line with this leasing business, AEGCL has acquired Infrastructure Provider category- I registration and has invited the interested bidders to participate in this lease dark fiber business. However, AEGCL plans to initiate this dark fiber business by leasing out a total of 7 dark fiber-pairs on its existing OPGW route length of 1373 Km for a lease period of 15 (fifteen) years with extension provision for another 5 (five) years on mutually agreed terms and conditions. However the respective actual optic fiber links and its length will be determined based on actual OTDR reading.

**\*OTDR : Optical Time Domain Reflector.**

**3.5 Purpose of BID :**

The purpose of **BID** is to invite bidders who are interested on dark fibers of OPGW as deployed on AEGCL's transmission network.

## **(b) GCC**

### **3.6 General Terms and Condition of Contract(GCC):**

#### **3.6.1 General Particulars**

Assam Electricity Grid Corporation Ltd. (AEGCL), Guwahati herein referred to as 'LESSOR' intends to receive bids for '*Commercial Utilization of dark fiber pairs of OPGW as deployed on AEGCL's Transmission Network on lease basis*' in accordance with the Terms and Conditions herein.

#### **3.6.2 Definition of Terms**

- 3.6.2.1 "Contract/ Lease Agreement" means the agreement entered into between the Lessor and the Lessee as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 3.6.2.2 "Lessor / Authority/ AEGCL" shall mean the Assam Electricity Grid Corporation Limited, Guwahati or any of its subsidiaries and shall include its legal representatives, successors and assigns.
- 3.6.2.3 "Lessee"/ "Successful Bidder" shall mean the Bidder whose bid has been accepted by the Lessor for '*Commercial Utilization of dark fiber pairs of OPGW as deployed on AEGCL's Transmission Network on lease basis*'. It shall have the same meaning as Successful Bidder/ Party.
- 3.6.2.4 "Bidder" shall mean bidding company or a Bidding Consortium or Joint Venture (JV). Any reference to the Bidder includes Bidding Company/Bidding Consortium/Joint Venture (JV).
- 3.6.2.5 "Handed over Links" shall mean the OPGW links (as listed in *Annexure-I and Annexure-II*) owned by AEGCL handed to the Lessee on lease basis initially for a period of 15 (fifteen) years with extension provision for another 5 (five) years on mutually agreed terms and conditions.
- 3.6.2.6 "BID Value" shall mean the offered value by the bidders in his bid.
- 3.6.2.7 "Notice of Award of Contract" or "NOA"/ "Letter of Award" or "LOA" shall mean the official notice issued by the Lessor notifying the Successful Bidder/ party that his bid has been accepted.
- 3.6.2.8 "Order" shall mean the official letter issued by the Lessor to Lessee informing the acceptance of the bid for the lease period of 15 years.
- 3.6.2.9 "Year" and "Month" shall mean the calendar year and month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each.
- 3.6.2.10 "Week" shall mean continuous period of seven (7) days.

3.6.2.11 "Writing" shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.

3.6.2.12 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Lessor.

3.6.2.13 "Bid" shall mean the Eligibility requirements and Commercial Bid submitted by the Bidder, in response to this BID, in accordance with the terms and conditions thereof.

3.6.2.14 "Bid Deadline" shall mean the last date and time for submission of BID in response to this BID as specified in the Important dates of BID - Information.

3.6.2.15 "Financial Year" shall mean, with respect to the initial Financial Year, the period beginning on the April 1<sup>st</sup> and ending on the following March 31<sup>st</sup>.

3.6.2.16 "Codes" shall mean the following including the latest amendments and/or replacements, if any:

- Electricity Act 2003 and its subsequent amendments and Rules & Regulations made there under.

3.6.2.17 Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

### **3.7 General Eligibility Conditions**

Entities eligible for Bidding shall fulfil each of the following criterion.-

3.7.1 Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable and having valid ISP/UL/NLD license or IPI registration are eligible to bid.

3.7.2 Consortium of Companies, Joint Venture (JV), registered Partnership Firms, Limited Liability Companies (LLCs), Limited Liability Partnerships (LLPs) may be allowed.

#### **Consortium /JV (Joint Venture) Criteria:**

- 1) In case of consortium/JV, the Lead Bidder must be specified by the bidder.
- 2) In case of a consortium/JV, applicant consortia shall have a valid Memorandum of Understanding (MoU)/ Consortium Agreement among all the members signed by the CEO/ Country Head/Authorized Signatories 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.

- 3) The consortium/JV bid submitted without valid MoU / Consortium Agreement shall be treated as non-responsive.
- 4) In case of a consortium/JV, the maximum members should not be more than 3 including the Lead bidder.
- 5) If there is any breach in the Contract or MOU of the Consortium/JV during the lease period, the Lessor will have the full right to cancel the contract forfeiting all the payments made by the Lessee.
- 6) The bidder (each member of the consortium/JV) shall have company/ firms 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)
- 7) Attested copies in respect of companies'/ firms' financial statements for the last three audited financial years (2015-16, 2016-17 and 2017-18) 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.
- 8) The award of contract shall be signed with the Lead Bidder only and the Lead Bidder shall be single Point of Contact for this lease. Performance Bank Gaurantee shall be submitted by the Lead Bidder
- 9) The payments for the said lease shall be released by the name of Lead Bidder.
- 10) Lead Bidder shall be solely responsible for any failure liable to the Lessor i.e AEGCL with the terms & conditions of the bid document and a statement of this effect shall be included in the MoU/ Consortium/JV Agreement.

3.7.3 The consortium should collectively fulfil the criteria. The consortia members cannot bid individually or by becoming member of another Consortium/JV agreement. MOU should be registered.

### **3.8 General terms of Bidding**



- 3.8.1 No Bidder shall submit more than one Bid.
- 3.8.2 Notwithstanding anything to the contrary contained in this Bid , the detailed terms specified in the Lease Agreement shall have overriding effect provided that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Lease Agreement.
- 3.8.3 The documents submitted by the bidder shall be consistent with the conditions of bid. Any inconsistency or trivial matter with the bid shall render the Bid liable to rejection as a non-responsive bid.
- 3.8.4 The Bid and all communications in relation to or concerning the Bidding Documents and the preparation of Bid shall be solely in English language.
- 3.8.5 The Bidding documents including this bid and all attached documents, provided by the Authority are and shall remain the property of the Authority and are transparent to the Bidders solely for the purpose of preparation and the submission of their respective Bids in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bids. The provisions of this Clause shall also apply mutatis-mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 3.8.6 This Bid is non-transferable.
- 3.8.7 **Documents in Hard Copies as per check list (Section-II) and earnest money in the form of Bank Gaurantee (BG)/ NEFT transfer/RTGS transfer should reach this office 2 hours before opening of the Bid. For NEFT/RTGS Bank details are as follows:  
A/C No: 00000010566984188  
Name: Assam Electricity Grid Prin AC  
IFSC: SBIN0000221  
Branch: New Guwahati (00221)**
- 3.8.8 Infrastructure and Performance Security in form of Bank Guarantee (BG) shall be submitted to LESSOR by the successful bidder on the date of signing of the contract.

### **3.9 Bidding Costs**

All costs/expenses in the preparation and submission of the Bid shall be fully borne by the Bidder. Lessor will not be responsible / liable for any cost involved during the process and it is irrespective of the course and conclusion of this Bidding. However, a non-refundable bidding cost amounting to *Rs.10,000/-* per bidder for participation in the BID process shall be deposited in the form of Demand Draft (DD) from any Nationalized Bank in favor of Assam Electricity Grid Corporation Ltd.(AEGCL) payable at Guwahati.

### **3.10 Bid Documents – Details of Documents**

The following are Bid documents and the terms & conditions of contract:

- a. General Conditions of Contract (GCC)
- b. Special Conditions of Contract (SCC)
- c. Bid Schedules

### **3.11 Knowing the Bid Documents**

Every intending Bidder is to examine and understand all instructions, forms, terms, conditions and specifications in the Bid Documents and fully know himself all the conditions and contents therein, which may in any manner, affect the scope & content of the work and the costs thereof. Submission of a Bid not substantially responsive to the Bid Document in all respects and/or failure to furnish all information required by the Bid Document may entail rejection of the Bid at the Bidder's risk.

### **3.12 Clarifications on Bid Documents**

3.12.1 A prospective Bidder requiring any clarification of the BID document may notify AEGCL in writing/ email at the address indicated in the BID. The Lessor will address those queries in writing through emails (leasebusiness.aegcl@gmail.com) and subsequently will issue explanations, interpretations and clarifications as deemed fit in writing as a response to this request.

3.12.2 Any verbal / telephonic clarifications and information via email other than specified email id as mentioned in 3.12.1 given by the Lessor or his employee (s) or his representative(s) will not in any way be binding on the Lessor.

### **3.13 Single Stage Two Envelope Bidding**

3.13.1 The single stage bidding shall comprise of 2(two) separate envelopes to be submitted online before end date of receipt of the bid.

3.13.2 The first envelop is considered as Techno-Commercial Bid which shall consist of technical and financial capabilities and EMD of the bidder. Bidder's relevant documents and EMD should be submitted to this office in hard copies 2 hrs before opening of bid. The substantially responsive bidders shortlisted on the basis of techno-commercial evaluation as per clause No. 3.30 (Award of Contract) shall only qualify for the Price Bid evaluation.

3.13.3 The second envelop is considered as Price Bid which shall consist of the Bidder's quoted Bid Value. This second envelope is accepted online only and any such receipt of this envelope offline shall lead to bidder's disqualification.

### **3.14 Submission and Opening of Bid Documents:**

3.14.1 Bidders must submit their bid online. Procedures for online submission of bid are in accordance with **BID as given in the AEGCL's portal**.

3.14.2 Bidders submitting bids online shall upload scanned copy of the original documents as per checklist and scanned copy of DD and EMD.

### **3.15 Deadline for Submission of Bids**

3.15.1 Bids must be submitted online on stipulated time and no bid can be accepted by the system after expiry of bid closing time.

### **3.16 Late Bids**

3.16.1 Any bids received by AEGCL after the deadline for submission of bids prescribed will be rejected and returned unopened to the bidder.

### **3.17 Withdrawal of Bids**

3.17.1 No withdrawal of bids shall be allowed.

### **3.18 Opening of Bid**

3.18.1 All the bids shall be opened online through AEGCL's portal and the evaluation process shall proceed thereafter.

### **3.19 Language and Bid format:**

3.19.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Lessor, shall be written in the English language only. Bid prepared in some other language apart from English will summarily be rejected.

3.19.2 **Bid Format:** Bidders have to prepare the Bid in the formats furnished with this Document verbatim without adding any printed/typewritten text of their own.

### **3.20 Local Conditions**

3.20.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. The Lessor shall not entertain any request for clarifications from the bidders, regarding such local conditions.

3.20.2 It must be understood and agreed that all such factors have properly been investigated and considered while submitting the bids. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the Lessor. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Lessor, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

### **3.21 Documents comprising the Bid**

- 3.21.1 The Bidder shall complete the Bid Schedules furnished in the Bidding Documents.
- 3.21.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Eligibility Requirements as detailed in General Conditions of Contract.
- 3.21.3 All BID Documents/ formats are to be returned completed and filled in all respects and signed by the Company Authorized Signatory wherever specified.
- 3.21.4 The Bid Guarantee shall be furnished in a separate cover in accordance with bid clause at GCC.

### **3.22 Commercial Evaluation of Bids**

#### **3.22.1 Commercial Evaluation:**

**Bid Value = Rate Quoted by Bidders per km of 7 (seven) OPGW Fiber Pair per year for entire route of 1373Km.**

**Total Bid Value= Bid Value\*1373Km (or route length as per actual OTDR reading)**

**\*\* Note:** The bidder is free to quote any value subject to a Minimum Acceptable value of INR 35000 for 7 (seven) OPGW fiber pair per km per year for entire route length of 1373 Km.

#### **3.23 Payment Schedule:**

3.23.1 **The LESSEE/Succesful Bidder shall make yearly payment charges i.e Total Bid Value as described in clause 3.22.1 in the form of Demand Draft in favour of Assam Electricity Grid Corporation Limited (AEGCL) payable at Guwahati or through NEFT / RTGS transfer (Bank details as described in clause 3.8.7 ).However the first year's yearly payment shall be made by the LESSEE/Successful Bidder to AEGCL within 15 (Fifteen) days from signing of the agreement. Except 1<sup>st</sup> year all yearly payments for the rest years of contract will be levied with an enhancement rate of 4% to be compounded annually on the basis of first(1<sup>st</sup> ) year's yearly payment i.e Total Bid Value and that yearly payment have to be paid in advance as per Clause No. 3.33 (Payment Terms and Conditions)**

3.23.2 The BID Value shall be exclusive of applicable taxes and duties. **The applicable taxes and duties shall be borne by the Lessee (H1 bidder/ Successful Bidder) at actual.**

#### **3.24 Infrastructure and Performance Security (Bank Guarantee)**

3.24.1 The infrastructure and performance security payable by the bidders shall be **10% of the total bid value to be calculated for 15 years** in the form of Bank Guarantee in favor of Assam Electricity Grid Corporation Limited (AEGCL) on any Nationalized Bank in Guwahati where total bid value is defined below:

**Total Bid Value for 15 years = Bid Value\*1373(route length as per actual OTDR)\*15**

The infrastructure and performance security shall be in form of an irrevocable Bank Guarantee for 15 years issued by Nationalized Bank in favour of Assam Electricity Grid Corporation Limited (AEGCL). The infrastructure security shall remain valid for entire lease contract period of 15 years and beyond 3(three) months from the contract's expiry period. The Lessee shall have the option to renew infrastructure and performance security every 2 (Two) year basis for 15 (Fifteen) years. However the Lessee shall have to renew the infrastructure and performance security, 3 (Three) months prior to expiry or else PBG (Performance Bank Gaurantee) may be invoked and contract may be terminated.

3.24.2 Infrastructure and Performance Security in the form of Bank Guarantee to be furnished within 15 days from date of issue of Notification of Award (NOA).

**3.24.3 Before expiry of the Bank Guarantee (BG), at least 3( three) month prior to the BG expiration, BG should be renewed by the Lessee, failing which the same shall lead to forfeiture of the Bank Guarantee by the Lessor or contract may be terminated.**

### **3.25 Signing of Bids**

3.25.1 Bids must be signed with the legal name of the Bidding Company by the President/Managing Director or by the Secretary or any other person or persons authorized to bid on behalf of such Bidding Company.

3.25.2 If it is found that two or more persons who are connected with one another either financially or as a principal and agent have bid under different names without disclosing their connection then such bids will be liable for rejection. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

3.25.3 The Bidder's name stated on the bid shall be the exact legal name of the firm.

3.25.4 Bids not conforming to the above requirements of signing shall be disqualified and EMD shall be forfeited.

### **3.26 Evaluation of Eligibility Criteria-**

#### **(a) Technical Eligibility Criteria**

3.26.1 The Bidder should meet the following Technical criteria to be eligible for Commercial Bid Evaluation

- i. The Bidder shall possess a telecom infrastructure provider registration (IP-I) or telecom license (ISP/ UL/ NLD) from the Department of Telecommunication, Govt. of India against BID for providing telecomm services or dark fiber capacity in the state. In case the Bidder does not possess a valid Telecom license/ IP-I/IP-II registration or has applied for the same, the Bidder will be rejected there and thereof.

- ii. The Bidder shall bid for the existing route of 1373 Km OPGW network of AEGCL as given in **Annexure- I and II**
- iii. The Bidder must own or have deployed/installed/maintain at least 200 Kms of OPGW/ ADSS fiber on Power Transmission Network/ underground/overhead fiber network or shall have experience in providing telecomm services/ deploy telecomm network.

3.26.2 Bidder(s) shall submit their Technical Eligibility requirements as per **Schedule -04** Proforma for Technical Eligibility of this Bid.

3.26.3 The Successful Bidder shall be responsible to furnish copies of all the relevant documents specified in **Schedule -04** Proforma for Technical Eligibility to substantiate its technical eligibility.

### **3.27 Financial Eligibility Criteria**

3.27.1 The Bidder should meet the following Financial criteria to be eligible for Commercial Evaluation

- (i) Bidder shall have Minimum Annual Turnover (MAT) of not less than Rs.15 Crores (Rupees Fifteen Crores) in consecutive last 3(three) financial years (till 2017-18) and should be certified by Chartered Accountant ("CA").
- (ii) The Bidder shall have non-negative Net worth (total assets, excluding any assets of company directors, less total liabilities less intangible assets) in consecutive last 3(three) financial years (till 2017-18) and should be certified by CA.
- (iii) Working Capital (current assets less current liabilities)/ cashflow should not be less than 5 crores.
- (iv) Cashflow statement must be submitted in the specified form approved by the Institute of Chartered Accountant of India.

3.27.2 Bidder(s) shall submit their Financial Eligibility requirements as per **Schedule -05** Proforma for Financial Eligibility of this BID.

3.27.3 The Successful Bidder shall be responsible to furnish copies of all the relevant documents specified in **Schedule -05** Proforma for Financial Eligibility to substantiate its financial eligibility.

3.27.4 Bidders who have qualified in both Technical and Financial eligibility shall be considered as the eligible Bidders for Commercial Evaluation for which requirements shall be furnished as per **Schedule -06** Proforma for Commercial Bid.

### **3.28 Evaluation and Comparison of BIDs :**

3.28 The Lessor (AEGCL) will evaluate and compare the **BIDs** of the bidders to be substantially

responsive pursuant to e-tendering.

### **3.29 Clarifications of Bids and Contacting AEGCL :**

To assist in the examination, evaluation and comparison of Bids, AEGCL may, at its discretion, ask any bidder for one-time clarification of its bid. The request for clarification and the response shall be in writing through e-portal, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors detected by AEGCL in the evaluation of the bids. No pre-bid meeting will be arranged.

### **3.30 Award of Contract**

3.30.1 The Bid shall be awarded to the highest (H1) bidder primarily be called the Lessee, whose bid has been determined to be substantially responsive and subject to meeting all the conditions outlined in the Clause No. 3.26 (Evaluation of Eligibility Criteria) complying to the Bid document. The Bidders must qualify the techno-commercial parameters to be eligible for Price- bidding.

3.30.2 Those qualified bidder's commercial bid shall be opened in the next process- i.e, price bid process whose e-evaluation shall be the deciding factor for 'Award of contract' to the H1 bidder/ successful bidder for this bid.

3.30.3 Further, the lessee is determined to be qualified to perform the contract satisfactorily for the lease period as agreed upon.

### **3.31 Lessor's right to accept any bid and to reject any or all bids**

3.31.1 The Lessor reserves the right to accept or reject any offer without assigning any reason thereof. The Lessor shall be the sole judge in any kind of decision making process.

### **3.32 Notification of Award and Signing of Contract**

3.32.1 The Lessor will notify the successful bidder (H1 Bidder) through a Notification of Award and this Notification of award shall have to be accepted within 15 (Fifteen) days from the date of issue of the same.

3.32.2 If the Notification of award is not accepted within stipulated time period i.e 15 days; the Lessor has the right to cancel H1 bidder and negotiate with the second highest bidder.

3.32.3 Upon acceptance of this Notification of Award within 15 days, the successful bidder shall enter into a contract agreement with the Lessor and will make payment as per clause **3.23 (Payment Schedule) and 3.24 (Infrastructure and Performance Security)** .

3.32.4 In case the contract agreement is not mutually agreed then the Lessor has the right to move ahead with Second highest bidder for the contract agreement.

### **3.33 Payment Terms and conditions:**

3.33.1 All yearly Payments shall be made by the Successful Bidder in advance to AEGCL in form of Demand Draft in favour of Assam Electricity Grid Corporation Limited (AEGCL) payable at Guwahati or NEFT/ RTGS transfer for which Bank details of AEGCL shall be provided to the Lessee.

3.33.2 In case the Successful Bidder is not able to make this payment within the given timelines, it will constitute as the Lessee's event of default.

**3.33.3** The Bid value for first year payment shall be made by the Lessee to the Lessor within 15(Fifteen) days of signing of Lease Agreement. The subsequent yearly payments will follow the same timelines and will be replicated for the remaining Contract/ Lease period.

3.33.4 Failure to make advance payments beyond 1 (one) month will not be permitted and the contract agreement will be terminated and the Infrastructure and Performance Security in form of Bank Guarantee (BG) as per clause number **3.24** will be forfeited.

### **3.34 Force Majeure**

3.34.1 Force Majeure is herein defined as any cause which is beyond the control of the Lessee or the Lessor as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

- a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics including Tower collapse;
- b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, law and order situations and embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

3.34.2 The Lessee or the Lessor shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.

### **3.35 Settlement of Disputes**

3.35.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall to the extent possible, be settled amicably between the parties.

3.35.2 All disputes will be under the jurisdiction of Guwahati High Court.

### **3.36 Arbitration**



3.36.1 All questions, disputes or differences, whatsoever which may at any time arise between the parties to this contract in connection with the contract OR any matter arising out of OR in relation there to, shall be referred to the Arbitral Tribunal as per the provisions of the Indian Arbitration Act, 1996 and any subsequent amendments and enactments.

**(a) SCC**  
**Special Conditions of Contract**

**3.37 General Particulars:**

3.37.1 This part of the Bid Document relates to certain specific/special terms and conditions particular to the Contract. The provisions herein are to be read and understood in conjunction with the relevant provisions elsewhere in the General Conditions of Contract (GCC). The intent of provisions herein is specific to this Contract and are, in general, supplementary to related provisions under GCC. However, in certain provisions which are contrary to those in GCC, the provisions in these Special Conditions of Contract will prevail.

**3.38 Bid Fee**

3.38.1 The Bid fee specified in Bid Notice is payable online.

**3.39 Scope of Work for the Successful Bidder/ H1 Bidder/ 'Lessee' :-**

3.39.1 The Scope of the bid shall be on the basis of a single Bidder's responsibility, completely covering all the activities as specified therein the following:-

- a) The Successful Bidder shall take possession of the OPGW links as per format specified in **Annexure-I and Annexure-II (List of existing OPGW Links)**.

**3.40 Scope of AEGCL/ 'Lessor' :-**

3.40.1 The Lessor (AEGCL) shall ensure that each of the leased dark fiber offered for commercial use is in good condition at the time of handover i.e 0.4 dbm/ Km at 1550nm to the Successful Bidder and the same shall be ensured from the successful bidder at the time of takeover.

3.40.2 AEGCL shall share network details defined below:

- i. OPGW Link details and names
- ii. Communication Network Map of the AEGCL.
- iii. Sub-Station Details.

3.40.3 AEGCL shall endeavour to provide the desired open space/shelter if available and desired in the sub-station premises for installation of lessee's terminal equipment on monthly rental basis for which Lessee is required to sign a separate '**Rent-contract**' agreement with Lessor on the following terms:-

**(a) AEGCL will allow space limited to build a Kiosk of size 5m x 7m inside the AEGCL's premises for which Lessee is required to pay the rent for the same on pro-rata basis. The design of kiosk structure shall have to be approved by AEGCL.**

**(b)** Rent of 'open space' in the AEGCL's sub-station premises adjacent to the control room of OPGW connected GSS for limited to space of **35 sq. metre** (as per availability and feasibility)@**Rs.50,000.00 per year with 10% increase** after every two years as per rent contract.

**(c)** The rent contract shall be made after signing of lease contract agreement. This rent-contract is a separate agreement between Lessee and Lessor which is a part of this leasing business. The amount to be paid @50,000.00 (with bi-annual increment of 10%) is fixed for open-space on rent for all OPGW connected GSS(Grid Substation) of AEGCL. This payment shall be made separately on signing of Rent-contract agreement for individual space on rent.

**(d)** The AC power supply required for the terminal equipment of the Successful Bidder at the rented open space of AEGCL sub-stations shall be taken separately from the Distribution licensee in the required area for which AEGCL will provide necessary NOC and documents if needed. However, AEGCL is not responsible for uninterrupted Power supply for the event of major power crisis in the state if occurs.

3.40.4 There shall be restricted entry to the AEGCL premises. **Permit to Work** cards of the personnel of the Successful Bidder/ Operator shall be issued from AEGCL on temporary basis which need to be renewed yearly. However, during construction of the room and installation of their equipment, temporary passes shall be issued by the concerned authorised person of AEGCL.

3.40.5 OTDR reports of fiber healthiness shall be made available to the Successful Bidder at the time signing of HOTO (handing over taking over) certificate. If the fiber condition is not as per standard specifications i.e., attenuation loss in 0.4 dbm/Km for 1550nm including connector loss, joint/ splicing loss etc.; the same shall be repaired by AEGCL within 03 (three) months from date of signing of agreement.

3.40.6 AEGCL shall allow the Successful Bidder to connect fiber from the FOTE (Fibre Optic terminal equipment) located at respective OPGW connected sub-station premises and also limited access to joints box as described below:

(a) For link  $\leq$  20Km only 1 (one) joint may be allowed once during entire lease period.

(b) For link  $\leq$  40Km only 2 (two) joint may be allowed once during entire lease period.

(c) For link  $\leq$  80Km only 3 (three) joint may be allowed once during entire lease period.

(d) For links above 80Km only maximum 5 (five) joint may be allowed once during entire lease period.

3.40.7 AEGCL (the Lessor) shall issue a no due- certificate to the Lessee on completion of the Lease-agreement period, if subsequent lease extension is not agreed mutually.

### **3.41 Scope of work under Maintenance Levels to be borne by LESSEE :**

3.41.1 **LESSEE** shall endeavour to maintain the OPGW on the said network provided by **LESSOR** to **LESSEE** for 99% of time on monthly basis for the entire 24 fibers network with exception of Force Majeure and planned outages.

3.41.2 **LESSEE** shall be entitled to a maximum of 8 hours of planned Outages per link with maximum of (4) maintenance windows per year, thus totalling 32 hours in a calendar year. Such downtime shall not be treated as part of downtime for Service level calculations. **LESSEE** shall give minimum one week notice for approval of consent from **LESSOR** in case of any such planned outages. All maintenance of OPGW must be carried under hotline condition under supervision of license holder from Statutory Authority.

3.41.3 For carrying the physical work on emergency breakages (due to force majeure) both **LESSEE** and **LESSOR** shall extend reasonable help to each other. **LESSOR** would certify/verify the quantum of work in such emergency breakage. In case AEGCL plans to shift or divert route or redesign of towers in any transmission lines then cost involved for OPGW/hardware material and services requiring installation and commissioning shall be borne by AEGCL.

Also any such cases will be intimated to LESSEE at least 1 (one) month prior to such work.

However breakage of OPGW other than reasons pertaining to force majeure conditions and route diversion will be sole responsibility of LESSEE and both material and service cost in such cases shall be borne by LESSEE.

And also if degradation of fiber exceeds 0.4dbm/Km at any particular period of lease then Lessee has to bring back the loss to agreed limit i.e 0.4dbm/Km. In such case if replacement of OPGW is required than it will be sole responsibility of LESSEE to bear cost of both material and service.

3.41.4 The **LESSEE** shall maintain adequate spare of OPGW and hardware fittings joint box etc. and hotline OPGW maintenance team for emergency restoration. In all incidents other than incidents related to force majeure and AEGCL's requirements and planning as mentioned in **3.41.3** the Lessee shall bear the cost of repair and maintenance and also cost of OPGW , and related hardware fittings etc.

3.41.5 MTTR (Mean time to repair) will be 8 hours. MTTR shall be calculated from 06:00Hours to 18:00Hours only. For faults between 18:00Hours and 06:00 Hours, MTTR shall start from 06:00Hours next day.

### **3.42 Key Performance indicators(KPI)**

- i. Fiber Up-time per month per link :  $\geq 99\%$
- ii. **MTTR** : **8 Hours**

### 3.43 Uptime per link:

$$\text{Uptime in percentage} = \frac{100 \times [\{\text{Total Available Time per month}\} - \text{Downtime of the link}]}{[\text{Total Available Time per month}]}$$

#### **Note:**

1. Total available time per month = (12 hrs × N days)- SLA Exclusion Time
2. N= Number of Calendar days in a month.
3. Downtime of link = Downtime of the particular link.
4. SLA Exclusion Time- as mentioned in 3.41.6

### 3.44 Procedure of Fault Booking:

1. **LESSOR** shall book the fault with designated manpower of **LESSEE** deployed at **Guwahati** or on **LESSEE's** assigned number of IVRS viz '\_\_\_\_\_'. (Date and time of booking of fault shall be taken as reference for the purpose of calculation of duration of non-availability of link.)
2. Normally a fault docket number shall be provided by **LESSEE**

### 3.45 Restoration of faults:

It will be the responsibility of the **LESSEE** to show Working of the fiber on end to end basis (i.e from FOTE to FOTE) through use of test equipments i.e OTDR, Laser Source and Power meter.

- (a) Downtime will start only when Lessor's OTDR or Laser Source, Power meter test fails and losses are more than limit.
- (b) If degradation of fiber Exceed beyond 0.4dbm/km at any particular period of lease the **LESSEE** has to bring back the loss to agreed limit i.e 0.4dbm/km for 1550nm.

The downtime will end as soon as **LESSEE** is able to show end to end successful OTDR, LSPM (Laser Source Power Meter) test . The fault docket will also be closed simultaneously.

**\*FOTE:** Fiber Optic Terminal Equipment.

### 3.46 Availability of links:

The uptime requirements for the links will be 99%.

### 3.47 Determination of Downtime:

For the purpose of measurement of "downtime" or "fault duration" constitutes any period of time during which the leased fibers have encountered breakage or power loss beyond limits (As accepted by **LESSEE** in HOTO certificate) with exception to Force Majeure and planned outages.

Downtime of the link shall be calculated based on data collected by the monitoring tools (NMS) of **LESSOR NMS or OTDR or LSPM test.**

**Following principles apply for calculation of downtime:**

1. In case of fault, **LESSOR** will inform the **LESSEE** as described in procedure for fault booking.
2. First a link shall be treated as down if remote ping test fails by **LESSOR**.
3. Then Node to Node test for link will be done by OTDR, power meter and laser source and other standard equipment by **LESSEE in presence of LESSOR's representative**.

**3.50 Penalty on availability of links:**

S.No	Uptime per Month per link	Penalty Factor
1	≥99%	No penalty
2	≥95% to ≤99%	For breach of uptime/month extra 2% of yearly advance payment due for the next year to be added to the due amount for next year.
3	≤95%	Extra 100% of yearly advance payment due for the next year to be added to the due amount for next year. More than 1(one) such breach will attract cancellation of contract and forfeiting of Bank Guarantee.

**3.51 Severability:**

Should any part of this agreement be declared unenforceable by TRAI/ Department of Telecom (DOT)/ CERC/ AERC through direction/order/regulation or if terms of license of **LESSOR** are changed through any amendment or order of the Government, the parties will co-operate steps to amend, modify or alter this agreement.

**3.52 Lessee's Event of Default**

The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure event or a breach by Lessee of its obligations under this agreement, shall constitute Lessee's Event of Default.

The conditions are as given below:

- If the Lessee delays the Bid Value payment to Lessor i.e AEGCL within the given

timelines , such a delay of payment shall be recognized as Lessee's event of default and AEGCL shall have the rights to terminate the contract rightaway forfeiting Infrastructure and Performance Security in form of Bank Guarantee.

- If the Lessee becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of 30 (thirty) days.

OR

Any winding up or bankruptcy or insolvency order is passed against the Lessee

OR

the Lessee goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to law.

- If the Lessee repudiates this Agreement and does not rectify such breach within a period of 30 (thirty) days from a notice from AEGCL.
- Occurrence of any other event which is specified in this Agreement to be a material breach/default of the Lessee.

**Annexure-I :**

**List of existing OPGW line-links of AEGCL**

<b>SINo</b>	<b>Name of completed OPGW Line-links</b>	<b>Length (in Km)</b>
<b>1</b>	BTPS, Salakati - Dhaligaon	19.679
<b>2</b>	Dhaligaon - Barnagar	41.124
<b>3</b>	Barnagar - Rangia	80.777
<b>4</b>	Rangia - Nalbari	23.156
<b>5</b>	Rangia - Amingaon	35.961
<b>6</b>	Amingaon -Kahilipara	10.278
<b>7</b>	Rangia - Sipajhar	37.918
<b>8</b>	Sipajhar - Rowta	43.91
<b>9</b>	Rowta - Depota	62.461
<b>10</b>	Depota - Sonabil	17.821
<b>11</b>	Sonabil - Samaguri	52.604
<b>12</b>	Sarusajai -Kahilipara	3.527
<b>13</b>	Sarusajai - Samaguri	128.527
<b>14</b>	Tinsukia - Dibrugarh	49.476
<b>15</b>	Dibrugarh - Behiating	6.778
<b>16</b>	<b>Total (in Km.)</b>	<b>614</b>



**Annexure-II :**

**List of Existing OPGW line-links of AEGCL**

<b>SlNo</b>	<b>Name of upcoming OPGW Line-link</b>	<b>Length (in Km)</b>
<b>1</b>	BTPS, Salakati – Agia	65.72
<b>2</b>	Agia – Boko	69.67
<b>3</b>	Boko- Mirza	40.18
<b>4</b>	Mirza- Sarusajai	25.08
<b>5</b>	Samaguri – Misa	36.2
<b>6</b>	Balipara(PG) – Gohpur	103.82
<b>7</b>	Tinsukia – Namrup	44.68
<b>8</b>	Namrup – Lakwa	58.39
<b>9</b>	Lakwa – Mariani	82.58
<b>10</b>	Badarpur (PG) – Panchgram (Badarpur)	1.03
<b>11</b>	Panchgram (Badarpur) – Srikona	19.58
<b>12</b>	Srikona – Pailapool	33.69
<b>13</b>	Pailapool – Jiribam (PG)	12.75
<b>14</b>	Mariani- Samaguri	165.63
<b>15</b>	<b>Total(in Km.)=</b>	<b>759</b>

## IV Schedules List

(To be produced in both hard and soft copies)

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## **Schedule 01 - Declaration**

**BID SPECIFICATION NO. : AEGCL/MD/TECH-647/BP-AEGCL/EXTN.2/09B**

**Sub: Commercial utilization of AEGCL's dark fibers on lease basis as deployed in the OPGW network of AEGCL**

In connection with above subject, I / we confirm the following:

I/We declare that our bid is strictly in line with BID Specifications and there is no deviation. Further, I / we also agree that additional conditions / deviations, if any found in bid, the offer shall be out rightly rejected without assigning any reason thereof.

Signature of Authorized Representative of Company/Agency

Name: \_\_\_\_\_

Status: \_\_\_\_\_

Name of bidder Company

## **Schedule 02 - Acceptance Letter**

**(TO BE SUBMITTED ON BIDDER LETTER HEAD)**

---

Refr. No. AEGCL/MD/TECH-647/BP-AEGCL/EXTN.2/09B

Date:

To,  
The Managing Director,  
Assam Electricity Grid Corporation Ltd,  
Bijulee Bhawan, Paltanbazaar, Guwahati, Assam 781001

**SUBJECT: Commercial utilization of AEGCL's dark fibers on lease basis as deployed in the OPGW network of AEGCL**

-

REFERENCE:.

We hereby acknowledge, agree and accept the terms and conditions of the bid under reference above.

(Signature of Authorized Signatory)

Designation\_

### **Schedule 03 - Company Details**

NAME OF THE BIDDER:	
<b>Section-A</b>	
Address of Registered Office	
Contact Personal	
Designation	
Residential Address	
Phone Nos (Official & Residential)	
Fax No.	
Telegraphic code	
<b>Section-B</b>	
Address of Works	
Contact Personal	
Designation	
Residential Address	
Phone Nos. (Office and Residential)	
Fax No.	
Telegraphic code	
<b>Section-C</b>	
Bank Branch Details	
Bank Account Details	
Bank Beneficiary Name	
IFSC Code	
PAN Card No.	
GSTIN	

**Schedule 04 - Proforma for Technical Eligibility**  
**[On the letter head of Bidder]**

To,

**The Managing Director,**  
**AEGCL, Bijuli Bhawan,**  
 Paltanbazaar, Guwahati,  
 Assam 781001

Dear Sir,

**Sub:** Response to **BID No\_ AEGCL/MD/TECH-647/BP-AEGCL/EXTN.2/09B** Dated \_\_\_\_\_ *[Insert date in dd/mm/yyyy for Commercial utilization of AEGCL's dark fibers on lease basis as deployed in the OPGW network of AEGCL we hereby submit the below information*

**Total OPGW Route-Km Bid For = Existing 614 Km (As per Annexure - I) + 759 Km (As per Annexure - II)**

**Information on Licenses:**

Name of the Bidders	Type of Company (Whether Telecom / ISP / Infrastructure Provider / or specify if any other	Lease Type	Lease Valid till DD/MM/YYYY

Note: The Bidder shall attach copies of all the licenses mentioned above along with this format.

**Case I: In case the Bidder is submitting O&M experience**

**O&M Performance Certificate**

Sr. No	Third Party certificate / Self Certificate	O&M Start Date	O&M End Date	Total O&M Duration in Months	Details of Services	Sign and Stamp of Agency issuing Certificate
1	2	3	4	5	6	7

Total O&M Experience in Years = \_\_\_\_\_.

**Note:**

- The Bidders shall be required to attach copies of O&M agreements in case O&M is performed by a third party.
- The Bidders shall provide a self-certification in case the O&M is undertaken by the Bidder itself. The self-certification shall be on the Company's letter head and shall bear the signature of the Authorized representative.

**Case II: In case the Bidder is submitting OPGW / Fiber Deployment Experience**

Sr. No	Details of OPGW/Fiber deployment Work	Status : Completed or Ongoing	Date of Work Completion if Completed	KM of OPGW/Fiber deployed

Total OPGW/Fiber deployed in Km = \_\_\_\_\_ Km

**Note:**

- The Bidders shall be required to attach a Work completion certificate duly signed and stamped by the authority for whom the Work was undertaken. The Work completion certificate shall clearly mention the OPGW/Fiber Km that were deployed as part of the Work scope.
- In case the Bidder has any ongoing Work, the Bidder shall obtain a part-completion certificate from the authority for whom the Work is undertaken. The part-completion certificate shall clearly mention the OPGW/Fiber-Km that were deployed as part of the Work.

Signature of Authorized Signatory  
Designation:

## Schedule 05 - Proforma for Financial Eligibility

[On the letter head of Bidder]

To,

**The Managing Director,**  
**AEGCL,** Bijuli Bhawan,  
Paltanbazaar, Guwahati,  
Assam 781001

Dear Sir,

**Sub:** Response to **BID No\_ AEGCL/MD/TECH-647/BP-AEGCL/EXTN.2/09B** Dated \_\_\_\_\_ [Insert date in dd/mm/yyyy for **Commercial utilization of AEGCL's dark fibers on lease basis as deployed in the OPGW network of AEGCL,** we hereby submit the below information.

We certify that the Bidding Company has a Annual Turnover and Net Worth based on Audited annual accounts for the financial year:- FY 2015-16 and FY 2016-17 and FY 2017-18 The details are as given below,

**Name of the Bidder:** \_\_\_\_\_

Sr. No.	Details	Financial year	Amount ` In lacs	Remarks
A	Net-worth	FY 15-16		
		FY 16-17		
		FY 17-18		
B	Annual Turnover	FY 15-16		
		FY 16-17		
		FY 17-18		
	<u>Working Capital</u>			

- A Company would be required to submit annual audited accounts for the last three financial years viz. **FY 2015-16 and FY 2016-17 and FY 2017-18** along with a net worth certificate from a Chartered Accountant to demonstrate fulfilment of the criteria.
- Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, duly signed Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in support thereof for confirmation of balance in cash & bank.



**Signature of Authorized Representative Company / Agency**

NAME: \_\_\_\_\_

STATUS: \_\_\_\_\_

**Signature & Stamp of Chartered Accountant**

Membership No.

Regn. No. of the CA's firm:

## Schedule 06 - Proforma for Commercial Bid

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To,

**The Managing Director,**  
**AEGCL,** Bijuli Bhawan,  
Paltanbazaar, Guwahati,  
Assam 781001

**Dear Sir,**

**Sub:** Response to **BID No\_ AEGCL/MD/TECH-647/BP-AEGCL/EXTN.2/09B** Dated \_\_\_\_\_ [Insert date in dd/mm/yyyy for **Commercial utilization of AEGCL's dark fibers on lease basis as deployed in the OPGW network of AEGCL,** we hereby submit the below information.

I/ We, \_\_\_\_\_ (Applicant's name) enclose herewith the Commercial Bid for selection of my / our company.

Item	Unit(INR)	Taxes and Duties	Value in Fig	Value in Words
Total Bid Value as per <b>Clause No. 3.22</b>				

**Signature of Authorized Representative Company**

NAME: \_\_\_\_\_

STATUS: \_\_\_\_\_

Name of Bidding Company

## **Schedule 07 - Latest Income Tax Clearance**

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**LATEST INCOME-TAX CLEARANCE**

**CERTIFICATE**

(TO BE SUBMITTED SEPARATELY WITH THE OFFER)

**Schedule 08 - Details of Key Company Personnel**

**Name of the Bidder:** \_\_\_\_\_

Sr.	Designation	Name and Address and Contact Details	Residence	Working Place

Signature of Authorized Representative Company

NAME: \_\_\_\_\_

STATUS:

Name of Bidding Company

## **Schedule 09 – Memorandum of Articles**

MEMORANDUM / ARTICLES OF ASSOCIATIONS OF THE COMPANY ALONG WITH THE CERTIFICATE OF INCORPORATION

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(TO BE SUBMITTED SEPARATELY WITH THE OFFER DULY SEALED AND SIGNED.)

## **Schedule 10 - Board Resolution**

ATTESTED COPY OF RESOLUTION OF PARTNERS / BOARD / AUTHORITY AUTHORIZING A PARTICULAR PERSON TO SIGN BID AND RELATED DOCUMENTS ON BEHALF OF THE COMPANY.

---

(TO BE SUBMITTED SEPARATELY WITH THE OFFER DULY SEALED AND SIGNED.)

**SCHEDULE -11 - FORM OF POWER OF ATTORNEY FOR CONSORTIUM**

**(On Non –Judicial Stamp Paper of Appropriate value to be purchased in the Name of CONSORTIUM)**

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Members whose details are given hereunder..... Have formed a CONSORTIUM and having our Registered

Office (s)/Head Office (s) at .....(hereinafter called the ‘Consortium’

which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s..... a company/Electrical Contractor incorporated under

the laws of .....and having its Registered/Head Office at .....as our duly

constituted lawful Attorney ( hereinafter called “Lead Member ”) to exercise all or any of the powers for and on behalf of the CONSORTIUM in regard to bid document No..... For..... for which bids have been invited by the

LESSOR namely AEGCL, to undertake the following acts:

(i) To submit bid, participate and negotiate in respect of the aforesaid Bid – Specification of the LESSOR on behalf of the “Consortium”.

(ii) To negotiate with Lessor the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with the Owner for and on behalf of the “Consortium”.

(iii) To do any other act or submit any document related to the above.

(iv) To receive, accept and execute the contract for and on behalf of the “Consortium”.

(v) To submit the contract performance security in the form of an unconditional irrecoverable Bank guarantee in the prescribed format and as per terms of the contract. It is clearly understood that the Lead Member shall ensure performance of the contracts (s) and if one or more Member fail to perform their respective portion of the contracts (s), the same shall be deemed to be a default by all the Members. It is expressly understood that this power of Attorney shall remain valid binding and irrevocable till completion of the contract.

(vi) The CONSORTIUM hereby agrees and undertakes to ratify and confirm all the whatsoever the said Lead Member quotes in the bid, negotiates and signs the Contract with the Owner and / or proposes to act on behalf of the CONSORTIUM by virtue of this Power of Attorney and the same shall bind the CONSORTIUM as if done by itself.

IN WITNESS THEREOF the Members Constituting the CONSORTIUM as aforesaid have Executed these presents on this ..... day of ..... Under the Common Seal (s) of their

Companies for and on behalf of the Members of CONSORTIUM

1. ....

2. ....

3. ....



The Common Seal of the above Members of the CONSORTIUM:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature .....

Name .....

Designation .....

Occupation .....

2. Signature .....

Name .....

Designation .....

Occupation .....

## **Schedule 12 – Confirmation**

**Subject:** Commercial utilization of AEGCL’s dark fibers on lease basis as deployed in the OPGW network of AEGCL

**Reference:**            **BID no: AEGCL/MD/TECH-647/BP-AEGCL/EXTN.2/09**                            **Dtd.:**

In connection with the above subject and reference I/ We confirm the following:

I / We, the under signed have read and examined the BID Specifications in BID mentioned under reference along with the Commercial terms and conditions.

I / We, declare that our Bid is strictly in line with the BID specifications.

Further, I /We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions, our offer shall be out rightly rejected without assigning any reason thereof.

**Signature of the Authorized Representatives of the firm**

**Date:**

**Name:**

**Status:**

**Name of the Bidding Firm / Agency:**

## Schedule 13 – Certificate A

BID for \_ **Commercial utilization of AEGCL's dark fibers on lease basis as deployed in the OPGW network of AEGCL**

**BID no:** AEGCL/MD/TECH-647/BP-AEGCL/EXTN.2/09B **Dtd.:**

### Firms Letter Head

I / We \_\_\_\_\_ authorized signatory of M/s \_\_\_\_\_

hereby certify that M/s. \_\_\_\_\_ is not related with other firms who have submitted

BIDs for the same items under this inquiry / BID.

Seal of the Firm

Signature of the Bidder

Place: **With Designation.**

Date:

## Schedule 14 - Handover Certificate

[On the letter head of AEGCL]

To,  
The Lessee ' \_\_\_\_\_ '

BID for \_ **Commercial utilization of AEGCL's dark fibers on lease basis as deployed in the OPGW network of AEGCL**

**BID no: AEGCL/MD/TECH-647/BP-AEGCL/EXTN.2/09B**

**Dtd.:**

Dear Sir,

We handover the OPGW links as per the Annexure-I and Annexure -II Details of accepted links are detailed as below-

**Name of the Successful Bidder:** \_\_\_\_\_

**Signature of Authorized Representative Company / Agency**

**Managing Director, AEGCL:** \_\_\_\_\_

**Signature of Authorized Representative AEGCL**

**Schedule 15: Form of Performance Security**

**Bank Guarantee**

(To be stamped in accordance with Stamp Act)

To: \_\_\_\_\_ [name of LESSOR]  
\_\_\_\_\_ [address of LESSOR]

WHEREAS \_\_\_\_\_ [name and address of LESSEE/Succesful Bidder] has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of LESSEE/Succesful Bidder and brief description of Scope] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the LESSEE/Succesful Bidder shall furnish you with a Bank Guarantee by a recognized/scheduled bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the LESSEE/Succesful Bidder such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the LESSEE/Succesful Bidder, up to a total of \_\_\_\_\_ [amount of Guarantee] \_\_\_\_\_ [in words], such sum being payable in the currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the LESSEE/Succesful Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the scope to be performed there under or of any of the Contract documents which may be made between you and the LESSEE/Succesful Bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date, 90 days beyond the Warranty Period as per the Contract.

Signature and Seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date

\_\_\_\_\_

An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.