

#### OFFICE OF THE MANAGING DIRECTOR

Regd. Office: (FIRST FLOOR), BIJULEE BHAWAN, PALTANBAZAR; GUWAHATI - 781001 CIN: U40101AS2003SGC007238

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No. AEGCL/MD/Tech-647/BP-AEGCL/Extn. 02/27

Dtd: 25.09.2019

#### **CORRIGENDUM-I**

Bid Identification No. AEGCL/MD/TECH-647/BP-AEGCL/EXTN.02/09B dtd 16.07.2019

# "Commercial Utilization of dark fiber pairs of OPGW as deployed on AEGCL's Transmission Network on lease basis."

Following amendments are made to the bidding document under Section III (a) GCC and (b) SCC (Cl no. 3.37 onwards):

• Addition of points in Clause No. 3.3, 3.7 & 3.23 which has been introduced and the additional points as a new clause shall be read as follows:

Original Clause	Additional points in the Original Clause
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.	3.3 AEGCL plans to keep 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.
3.7 General Eligibility Conditions  Entities eligible for Bidding shall fulfil each of the following criterion	3.7.3 The consortium should collectively fulfill the criteria. The consortia members cannot bid for the same bid individually or by becoming member of another Consortium Consortium/JV agreement MOU should be registered
3.23 Payment Schedule:	3.23 Payment Schedule: 3.23.3 Handing over and taking over (HOTO) to be done within 15 days from signing of contract. 50% payment of 1 <sup>st</sup> year of annual payment has to be made on the date of signing of Contract agreement and rest 50% after HOTO



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## Amendment in Clause No.3.22.1, 3.24, 3.26.1 (iii), 3.40.3, 3.40.5, 3.41.4 and 3.50 (2 & 3):

Original Clause	Amended Clause
3.22.1 Commercial Evaluation	3.22.1 Commercial Evaluation
** Note: The bidder is free to quote any value subject to a Minimum Acceptable value of INR 65000 for 7 (seven) OPGW fiber pair per km per year for entire route length of 1373 Km.	** Note: The bidder is free to quote any value subject to a Minimum Acceptable value of INR 61000 for 7 (seven) OPGW fiber pair per km per year for entire route length of 1373 Km.  (a) Total Bid Value = Bid Value * 1373(route length as per actual OTDR)* 10 years  (b) Bid Value = Rate Quoted by Bidders per km of 7 (seven) OPGW Fiber Pair per year
Original Clause	Amended Clause
3.24 Infrastructure and Performance Security (Bank Guarantee)  The infrastructure and performance security payable by the bidders shall be 10% of the total bid value to be calculated for 10 years in the form of Bank Guarantee in favor of Assam Electricity Grid Corporation Limited (AEGCL) on any Nationalized Bank in Guwahati.  The infrastructure and performance security shall be in form of an irrevocable Bank Guarantee for 10 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 10 years and	3.24 Infrastructure and Performance Security (Bank Guarantee)  The infrastructure and performance security payable by the bidders shall be 10% of the total bid value to be calculated for 10 years in the form of Bank Guarantee in favor of Assam Electricity Grid Corporation Limited (AEGCL) in any Nationalized Bank in Guwahati. The infrastructure and performance security shall be calculated as 10% of Total Bid value where  Total Bid Value = Bid Value * 1373(route length as per actual OTDR)* 10 years  The Lessee shall furnish infrastructure and performance security for 10 years in form of an irrevocable Bank Guarantee which shall be valid for a period 10 years. LESSEE shall have option to renew infrastructure and performance security every 2 (Two) year basis for 10 (Ten) years. However the LESSEE shall have to renew the
beyond 3(three) months from the contract's expiry period.	infrastructure and performance security, 3 (Three) months prior to expiry or else the PBG may be
1 71	invoked and contract may be terminated.



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Original Clause	Amended Clause
3.26.1.iii  The Bidder must own and 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.	3.26.1.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.
Original Clause	Amended Clause
<b>3.40.3</b> (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 <b>5.01 sq. metre @Rs.10,000.00 per year with 10% increase</b> after every two years as per rent contract.	3.40.3 (b) Rent of 'open space' in the AEGCL's substation premises adjacent to the control room of OPGW connected GSS for limited to space up to 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.
Original Clause	Amended Clause
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 0.6 dB/Km for 1550nm including connector loss, joint/ splicing loss etc.; the same shall be repaired by AEGCL within 06 (six) months from date of signing of agreement.	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 dB/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.



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cancellation of contract and forfeiting of Bank

#### **Amended Clause Original Clause 3.41.4** For carrying the physical work 3.41.4 For carrying the physical work on emergency on emergency breakages both LESSEE breakages (due to force majeure) both LESSEE and and LESSOR shall extend reasonable LESSOR shall extend reasonable help to each other. help to each other. LESSOR would LESSOR would certify/verify the quantum of work in certify/verify the quantum of work in such emergency breakage. In case AEGCL plans to such emergency breakage. shift or divert route or redesign of towers in any of the transmission lines then the cost involved OPGW/hardware material and services requiring installation and commissioning, shall be borne by AEGCL. Also any such cases will be intimated to LESSEE by LESSOR at least 1 month prior to such work. However breakage of OPGW other than reasons pertaining to force majeure conditions will be sole responsibility of LESSEE and both material and service cost in such cases will 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 3.50 Penalty on availability of 3.50 Penalty on availability of links: links: (2) Uptime per Month per link ≥95% to ≤99%: (2) Uptime per Month per link ≥95% to ≤99%: For breach of For 95%≤ SLA≤99% extra 2% of yearly advance uptime/month extra 2% for each payment due for next year to be added to the amount breach will be added on yearly advance payment due for the next due for next year. year. (3) Uptime per Month per link ≤95%: **(3)** Uptime per Month per For SLA≤95% extra 100% of yearly advance payment link≤95%: Extra 100% to be due for next year to be added to the amount due for next added on yearly advance payment year. More than 1(one) such breach will attract due for the next year. More than

Guarantee.

1(one) such breach will attract

cancellation of contract and

forfeiting of Bank Guarantee.



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• Addition of points in Clause No. 3.40.6, 3.41.2, 3.41.5 and 3.45 which has been introduced and the additional points as new clause shall be read as follows:

Original Clause	Additional points in the Original Clause
3.40 Scope of AEGCL/ 'Lessor' :- 3.40.6 (Additional points)  Original Clause	3.40.6  For link ≤ 20KM only (1) one joint may be allowed once during entire lease period.  For link ≤ 40KM only (2) two joints may be allowed once during entire lease period  For link ≤ 80KM only (4) four joints may be allowed once during entire lease period  For links above 80KM maximum (5) joints may be allowed only once during entire lease period.  Additional points in the Original Clause
3.41 Scope of work under Maintenance Levels to be borne by LESSEE: 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 totaling 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.	3.41.2 Shutdown of EHV lines is taken in emergency condition only. All other maintenance of OPGW under hotline should be carried out under supervision of license holder from statutory Authority. Maintenance of OPGW need to carried out under hot line condition and as such 2 (two) Maintenance activities can be Carried out per month per link. Under hotline condition.
3.41.5 LESSEE's cost for the OPGW and required hardware fittings for such emergency maintenance/ breakdown would be deducted as per the LESSOR's schedule of rates and will be adjusted in yearly advance payments.	3.41.5 The LESSEE will maintain adequate spare of OPGW and hardware fittings of its own for maintenance activity for the OPGW link handed over to LESSEE.  The cost for spare of OPGW and hardware fittings shall be borne by LESSEE.



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Original Clause	Additional points in the Original Clause
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 equipment's i.e OTDR, Laser Source and Power meter or a ping test from Communication Network Management Centre, Kahilipara to the inaccessible node/ or ping test from the rectified link node. The downtime will end as soon as LESSEE is able to show end to end test or ping test. The fault docket will also be closed simultaneously.	(b) If degradation of fiber Exceed beyond 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 for 1550nm.

All other terms and conditions shall remain same.

The tender submission deadline is extended up to 14:00 hrs of 04.10.2019.

The tender opening date is extended up to 14:00 hrs of 09.10.2019.

-s/d-Chief General Manager (PP&D) Assam Electricity Grid Corporation Ltd

Dtd: 25.09.2019

Memo No. AEGCL/MD/Tech-647/BP-AEGCL/Extn. 02/27

#### Copy to:

- 1. The PS to the Managing Director, AEGCL for favour of kind information to MD.
- 2. The AGM -IT, O/o the MD, AEGCL, for publication of the notice in AEGCL's Website. (Soft copy enclosed)

-s/d-