

## **Request for Proposal**

*“Leasing of Dark Fibres of OPGW installed in AEGCL’s Optical Fibre Network”.*



(Web: [www.aegcl.co.in](http://www.aegcl.co.in) )

RFP No.: AEGCL/MD/Tech-1183/PP&D/BD/OPGW Leasing/2025/7, date: 27.08.2025.

### **Assam Electricity Grid Corporation Limited**

Registered Office: (FIRST FLOOR), BIJULEE BHAWAN

PALTANBAZAR; GUWAHATI -781001

PHONE: 0361-2739520

Request for Proposal for Leasing of Dark Fibres of OPGW installed in AEGCL's Optical Fibre Network

RFP No.: AEGCL/MD/Tech-1183/PP&D/BD/OPGW Leasing/2025/7, date: 27.08.2025.

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**\*Note –**

1. The application and schedules contained in Section-IV are to be submitted by the Interested Applicant duly filled in, signed and stamped on each page along with all supporting documents enclosed in sealed pack envelope-I (first) unless specified.

2. And the application and schedules contained in Section-V are to be submitted by the Interested Applicant duly filled in, signed and stamped on each page along with all supporting documents enclosed in sealed pack envelope-II (second) unless specified.

## SECTION I- REQUEST FOR PROPOSAL

Request for Proposal for Leasing of spare dark Fibres of OPGW installed in AEGCL's Optical Network

**RFP No. -** AEGCL/MD/Tech-1183/PP&D/BD/OPGW Leasing/2025/7, date: 27.08.2025.

### 1.0 INTRODUCTION:

**Assam Electricity Grid Corporation Limited (AEGCL)**, a vibrant growth oriented Public Sector Company registered under 'Companies Act, 1956'. It was formed out of restructured Assam State Electricity Board in 2003 and was notified as the State Transmission Utility (STU). Its core business is to efficiently transport electrical power from electrical power bulk heads to the distribution company networks in the state of Assam.

Presently AEGCL own 82 numbers of EHV Grid substations and 5426.25 Circuit Kilometres of transmission line spreading all over Assam.

AEGCL has around 2710 kms of reliable overhead 24 cores (12 pairs) Optical Fibre network. Out of which 6 cores (3 Pairs) of optical fibre are used and kept for AEGCL operational and automation requirement and the remaining 18 cores (9 pairs) of fibres are free at present and can be used for Telecom Services. Based on present project roll out, total length of optical fibre will be more than 4510 kms. AEGCL has presence in all the towns and cities in Brahmaputra Valley, where population density is highest in the State.

### 2.0 Intent of RFP:

AEGCL intends to lease out 6 cores (3 pairs) Spare Dark Fibres to interested reputed Internet Service providers /Telecom operator /Companies in India.

AEGCL is interested in offering its spare OPGW Dark Fibres for commercial Telecom use on as is where is basis (If required, a joint pre-handover and Lessee's acknowledgment shall be drawn and recorded in HOTO certificate). These spare fibres owned by AEGCL are presently not in use and available for use by the party to whom spare fibres shall be leased out. However, AEGCL reserves its first right to use the above spare fibres in case such need arises. In such case AEGCL may use leased out fibres subject to mutual consent. In case fibres are not available or lessee is not agreeable to allow usage by AEGCL, AEGCL shall have right to terminate lease agreement on six (6) months' notice. In case of termination of agreement, lease charges shall be payable in proportion to the time, spare fibres have been rented on lease.

### 3.0 Request for Proposal (RFP):

AEGCL hereby invites applications from interested parties who wish to utilize the offered spare fibres on commercial (as passive infrastructure) basis. Applicants shall ensure that they meet the Eligibility Criteria as defined at Para 4.0 and Qualifying requirements as defined in Para 5 below.

The application shall be submitted strictly as per AEGCL format along with relevant supporting documents in support of meeting Eligibility Criteria.

A pre bid discussions regarding the terms & conditions for leasing of spare dark OPGW fibres limitations if any shall be conducted as specified in the IFB. Finally, techno-commercial and price bids shall be opened for the participated bidders on terms and conditions finalized by AEGCL. Applicants finally selected based on the bidding process will be invited to enter into definitive Commercial Agreement to this effect. **Leasing of fibres shall be through a Lease Agreement to be signed between the Party, hereinafter referred to as Lessee and AEGCL (Lessor).**

#### **4.0 Eligibility Criteria:**

This Invitation for Proposals issued by the AEGCL is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956 or 2013.

#### **5.0 Qualifying Requirement and Documents to be submitted along with techno-commercial bid:**

Qualification of bidder will be based on meeting the qualifying criteria specified below regarding bidder's commercial and technical credibility.

The bidders are required to furnish the following documents (commercial & technical) to assess the capacity and capability of the bidder.

##### **5.1 Commercial:**

- i) Certificate of incorporation
- ii) Goods & Service tax registration certificate
- iii) Audited balance sheet and profit & loss account for last two financial year.
- iv) Copy of PAN

**5.2 Technical:** The bidder must be an Internet Service Provider/ Telecom operator /Other Company having own telecom network and possess a valid Telecom License/ permission/ clearance from the concerned Licensing Authority i.e., Dept of Telecom, Govt. of India for the intended telecom business envisaged by utilizing AEGCL dark fibres. Bidder must submit document in support of the same.

**6.0** Statutory clearances and approvals etc. required for setting up the last mile connectivity shall be taken up by the Service providers at their own risk and cost.

**7.0** Service providers shall develop, finance, design, construct, own, maintain, operate, and repair the telecom infrastructure established by them under the last mile connectivity. This would include assets such as Optical Telecom Termination Equipment (OLTE), Networking Equipment and Associated Cabling (including earthing) as well as the related infrastructure such as shed, DG Set, Battery bank, Air conditioning and telecom equipment etc. AEGCL shall have no role in this. However, based on availability of space at AEGCL premises. AEGCL may lease out the space on rent basis.

#### **8.0 General information and Terms & Conditions: -**

General information and terms & conditions regarding lease of spare dark fibres of OPGW are enclosed herewith in **Section-II**.

#### **9.0 List of AEGCL's OPGW Lines: -**

The list of OPGW lines available for lease have been provided in **Section-III**.

#### **10.0 Schedule of Activities: -**

AEGCL invites "Request for Proposal (RFP)" from experienced parties for the subject RFP. The completed 'Request for Proposal' (both the envelope) shall be received up to 14.10.2025 & 12:00 Hrs.

AEGCL shall have the right to extend the RFP submission date if it deems fit.

The details of Qualifying Requirements are mentioned at Para 5.0 above. Any updates to the RFP Document shall be uploaded on our website only. The interested applicants are requested to ensure that all updates are considered while submitting the RFP.

**11.0 Contact Officer: -**

All correspondence, clarification and submission of Request for Proposal documents shall be addressed to: -

Chief General Manager (PP&D)

O/o the Managing Director,

Assam Electricity Grid Corporation Limited,

1<sup>st</sup> Floor, Bijulee Bhawan,

Paltanbazar, Guwahati-01

Email: [gm.mpr@aegcl.co.in/dgm.bdt@aegcl.co.in](mailto:gm.mpr@aegcl.co.in/dgm.bdt@aegcl.co.in)

Contact person: Dhriti Lochan Hazarika, AGM(BD), Mobile No.-9706420782

## **SECTION-II- GENERAL INFORMATION AND TERMS & CONDITIONS**

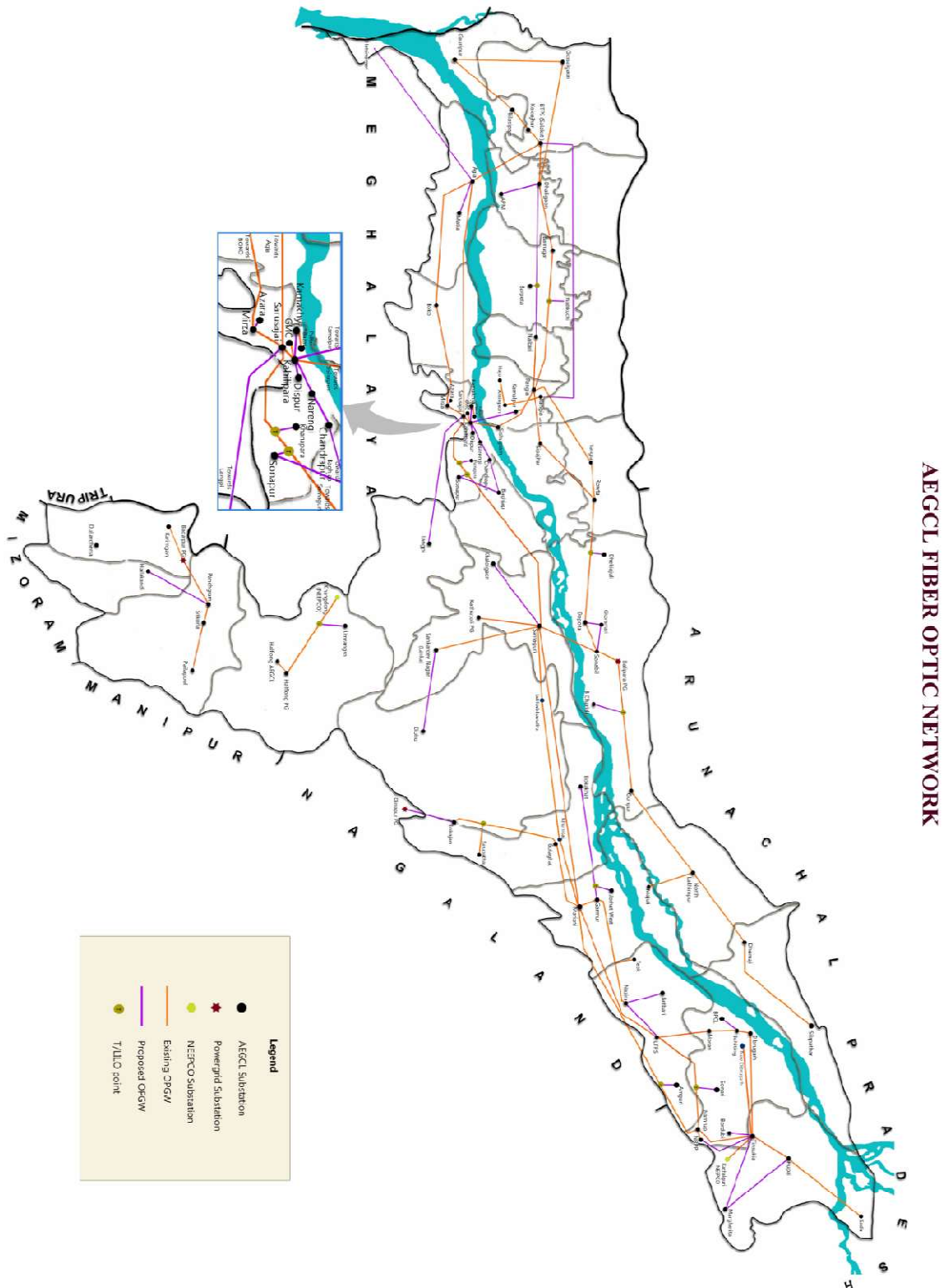
- 1.0** List of OPGW Lines proposed to be leased is enclosed along with length in kms & end stations.
- 2.0** Fibres shall be leased for a minimum period of five years subsequently lease can be renewed on annual basis as per mutually agreed terms and conditions for a further period of 5 years.
- 3.0** OPGW fibres shall be leased on as is where is basis.
- 4.0** Space of suitable area will be provided for construction of shelter/kiosk by the Lessee for erection of shed for housing of indoor equipment in AEGCL premises subject to availability of space at rent.
- 5.0** DC supply be arranged/provided by Lessee. For AC supply, AEGCL may assist in availing connection from DISCOM.
- 6.0** 10% of five-year charges shall be payable as Security deposit. Lessee shall pay lease charges on annual basis in advance with applicable taxes to the Lessor.
- 7.0** Maintenance of the OPGW fibres shall be carried out by AEGCL.
- 8.0** There shall be restricted entry to the AEGCL premises. Identity cards for authorized personnel of the Operator shall be issued for the maintenance of their equipment. However, during construction of the room and installation of their equipment temporary passes shall be issued by the concerned officer of AEGCL.
- 9.0** On completion of lease period, Lessee shall withdraw all installations and hand over the site in clear condition.
- 10.0** Lessee shall obtain no dues certificate from Lessor on completion of Lease period.
- 11.0** These terms are proposed terms by AEGCL. However, intended users/participants are free to suggest/propose new terms in the pre bid meeting, which shall be examine by AEGCL for incorporation or non-incorporation of the same.
- 12.0** **AEGCL** reserved the rights to cancel the RFP without any reason.
- 13.0** **AEGCL** decision shall be full and final and no parties shall have the right to question the decision of AEGCL.

Sd/-

Chief General Manager (PP&D)  
O/o the Managing Director,  
Assam Electricity Grid Corporation Limited

### SECTION III: TOPOGRAPHIC INFORMATION AND OPGW LENGTH

#### 1.0 AEGCL FIBRE OPTIC NETWORK: (The KMZ file is attached)



**2.0 Existing OPGW links of AEGCL:**

SI. No.	Link Name	Line Length(km)
1	Rangia-Nalbari	23.1560
2	Rangia-Barnagar (LILO Nathkuchi)	81.7770
3	Barnagar-Dhaligaon	41.1240
4	Dhaligaon-Salakati	19.6490
5	Dhaligaon-Gossaigaon	62.4700
6	Gossaigaon- Gauripur	65.4000
7	Gauripur-Bilasipara	39.4500
8	Bilasipara-Kokrajhar	25.1800
9	Kokrajhar-Salakati	10.7100
10	Salakati-Agia	65.7200
11	Agia-Boko	69.6700
12	Boko-Mirza	40.1800
13	Mirza-Sarusajai	25.0800
14	Sarusajai-Kahilipara	3.5270
15	Rangia-Sipajhar	37.9180
16	Amingaon-Hajo	16.0000
17	Amingaon- Rangia	26.0000
18	Dispur –Kahilipara	3.3760
19	Azara-Mirza	5.6500
20	Samaguri-Sankardevnagar	60.0000
21	Samaguri-Sonabil	52.5910
22	Sonabil-Tezpur	16.0900
23	Sonabil-PGCIL Balipara 1	28.0000
24	Sonabil-Depota	18.5670
25	Depota-Rowta	66.9120
26	Panchgram-PGCIL Badarpur	1.0300
27	Haflong-Haflong PGCIL	1.2000
28	Pailapool-Srikona	35.3420
29	Samaguri-Mariani CKT-2	175.6880
30	Panchgram-Srikona	19.5800
31	Pailapool-Jiribam(PGCIL)	13.4220
32	Samaguri-Sarusajai	133.4240
33	Balipara(PG)-Gohpur	103.7220
34	Tangla-Rangia	68.9340
35	Tangla-Rowta	39.8160
36	Karimganj- PGCIL Badarpur	28.3400
37	Karimganj-PGCIL Kumarghat	97.0000
38	Garmur(Jorhat)-Teok	33.3600
39	Teok-Nazira	39.6900
40	Mariani-Garmur(Jorhat)	21.0600
41	Mariani-Golaghat	50.1000
42	Bokajan-Sarupathar	29.1500
43	Sarupathar-Golaghat	37.5800
44	Mariani-Lakwa	82.1500
45	Lakwa-Namrup	60.7400
46	Namrup-Tinsukia	43.6600
47	Namrup-NRPP	2.2500
48	Tinsukia-Kathalguri (NEEPCO)	26.7926



49	Tinsukia- Dibrugarh	51.5400
50	Tinsukia-Behiating	56.2600
51	Tinsukia-Rupai	44.4800
52	Chapakhowa-Rupai	45.9000
53	Dhemaji-Silapathar	39.1300
54	Dhemaji-North Lakhimpur	62.7800
55	North Lakhimpur-Gohpur	79.0200
56	Lakwa-Moran	23.3500
57	Moran-Behiating	49.6400
58	Behiating-Dibrugarh	10.3200
59	Namrup-Mariani	150.9690
60	Majuli-North Lakhimpur	47.9420
<b>Total (km)</b>		<b>2709.5586</b>

### **3.0 Upcoming OPGW links of AEGCL:**

<b>SI. No.</b>	<b>Link Name</b>	<b>Line Length (km)</b>
1	132KV APM-Dhaligaon	45.000
2	132KV Agia –Hatsingimari	110.000
3	132KV Agia-Matia	26.000
4	132KV Dhaligaon-Nalbari	108.000
5	132KV Lilo Barpeta Dhaligaon-Nalbari	26.000
6	132KV Kahilipara-Narengi	10.000
7	132KV Narengi-Sonapur	30.000
8	132KV CTPS-Kahilipara	24.000
9	132KV CTPS –Bhagjhap	42.000
10	220KV Jawaharnagar LILO Sarusajai Samaguri	2.000
11	132KV Bhagjhap-Sonapur	30.000
12	132KV CTPS-Sonapur	16.000
13	220KV Sarusajai-KarbiLangpi	110.000
14	220KV Rangia-Salakati Line	156.000
15	132KV Kamakhya-Paltanbazar (UGFO)	5.000
16	132KV Kahilipara-GMC (UGFO)	7.000
17	132kV Samaguri - Khaloigaon Line	40.210
18	220kV Samaguri-Mariani CKT-1	169.0000
19	132kV Depota- Ghoramari Line	14.300
20	132kV Depota- Dhekiajuli Line	45.090
21	132kV Umrangshu-Haflong PG Line	52.000
22	132kV Hailakandi- Dullavcherra Line	31.400
23	132kV Hailakandi- Panchgram Line	23.200
24	132kV Karbi Langpi-Sarusajai Line	108.900
25	132 kV Tinsukia-Margherita Line	52.790
26	132 kV Rupai- Margherita line	71.900
27	132 kV Namrup - Bordubi	32.850
28	133 kV Tinsukia - Bordubi	14.060
29	132 kV Sonari - LTPS TL	16.000
30	132 kV Sonari - NTPS TL	45.000
31	132 kV Sivasagar-Nazira	15.000
32	132 kV Jorhat west - Bokakhat	58.240
33	132 kV Jorhat west - Bokaghat line	58.240
34	132 kV Jorhat west - Garmur line	31.060

35	132 kV Biswanathchariali - Gohpur -1	51.400
36	132 kV Biswanathchariali - Gohpur -2	51.400
37	132 kV Lanka- Diphu Line	71.614
<b>Total (km)</b>		1800.654

#### **4.0 Geographical location covered district-wise:**

<b>Sl. No.</b>	<b>District</b>	<b>Fibre Connectivity to Guwahati</b>	<b>Remarks</b>
1	Tinsukia	Yes	
2	Dibrugarh	Yes	
3	Dhemaji	Yes	
4	Charaideo	Yes	Through LTPS.
5	Sivsagar	Yes	Through Jorhat GSS
6	Lakhimpur	Yes	
7	Majuli	Upcoming	AIIB Project.
8	Jorhat	Yes	Through Mariani GSS
9	Biswanath	Yes	Through Gohpur GSS
10	Golaghat	Yes	Through Mariani GSS
11	Karbi Anglong	No	
12	Sonitpur	Yes	Depota GSS, Sonabil GSS
13	Nagaon	Yes	Samaguri GSS
14	Hojai	Yes	Sankardevnagar GSS, SamaguriGSS
15	Karbi Anglong West	No	
16	Dima Hasao	Yes (Through PGCIL Network)	
17	Cachar	Yes (Through PGCIL Network)	
18	Hailakandi	No	
19	Karimganj	No	Upcoming though PGCIL network.
20	Morigaon	Yes	Can be tapped from Sarusajai-Samaguri TL.
21	Udalguri	Yes	Through Rowta GSS
22	Darang	Yes	Sipajhar GSS.
23	Kamrup Metro	Yes	Kahilipara GSS, Sarusajai GSS
24	Baksa	No	
25	Nalbari	Yes	Through Nalbari GSS
26	Kamrup Rural	Yes	Amingaon (Sishugram) GSS, Rangia GSS.
27	Barpeta	Yes	Can be tapped from Rangia-Barnagar TL.
28	Chirang	Yes	Dhaligaon GSS, can be tapped from DHL-Salakati TL
29	Bongaigaon	Yes	Can be tapped from DHL-Salakati TL
30	Goalpara	Yes	Through Agia GSS
31	Kokrajhar	Yes	Through Salakati GSS, upcoming Kokrajhar GSS under AIIB project.
32	Dhubri	Upcoming	AIIB Project.
33	South Salmara, Mankachar	No	
34	Bajali	Yes	Can be tapped from Rangia-Barnagar TL.
35	Tamulpur	Upcoming	AIIB Project.

#### SECTION-IV: Techno-commercial Bid (Application and Schedules)

To,  
Chief General Manager (PP&D)  
O/o the Managing Director  
Assam Electricity Grid Corporation Limited

**Sub:** - 'Request for Proposal' for Leasing of Dark fibres of OPGW installed in AEGCL's Optical Fibre Network.

Dear Sir,

1.0 Having examined the document "Request for Proposal" for **Leasing of dark Fibres of OPGW installed in AEGCL Optical Fibre Network**. I the undersigned, had submitted the RFP for the same.

2.0 In line with the requirements of "Request for Proposal", I submit herewith the following information / data / documents:

**A. Application format:**

1	Name of the firm	
2	Full Address Telephone No. Fax No. Contact Person and Mobile No. E-mail Website	
3	Purpose of Leasing	
4 (a)	Interested for leasing all length of fibre?	Yes/No
4 (b)	If not, length of fibre (portion wise) interested for lease to be submitted in KMs as mentioned in Serial No. 2 & 3 of Section-III.	
5	Goods & Service Tax no. Submitted?	Yes/No
6	Copy of MoU and Article of Association attached?	Yes/No
7	Internet Service License/ Telecom License/ permission/ clearance from the concerned Licensing Authority i.e., Dept of Telecom, Govt. of India attached?	Yes/No
8	Area/ circle where telecom services is being currently provided by the party	
9	Certificate in support of experience submitted	Yes/No
10	Balance sheets for last two financial years submitted	Yes/No
11	Brief write up about the organisation should be submitted	Yes/No
12	Envelope I (Techno-Commercial bid)	Yes/No
13	Envelope II (Price Bid)	Yes/No

For and on behalf of bidder company  
(Signature of Authorised representative)

## SECTION-V: Price Bid (Application and Schedules)

- 1.1 The Chief General Manager (PP&D), AEGCL,** Bijulee Bhawan, Paltan Bazar, Guwahati-1 on behalf of Assam Electricity Grid Corporation Limited, invites **sealed Techno-Commercial Bid along with Price Bid in a separate envelope** from the interested parties against the RFP no: AEGCL/MD/Tech-1183/PP&D/BD/OPGW Leasing/2025/7, date: 27.08.2025. The Price Bid will be opened for only those bidders / parties whose techno-commercial bid have been qualified and found to be responsive.

**Note- The non-responsive bidder/parties will automatically get rejected for the Price Bid.**

### **2.1 Important dates:**

Tender start date & time	:	28.08.2025 & 12:00:00 Hours
Pre-Bid discussion date & time	:	10.09.2025 & 12:00:00 Hours
Bid Submission Start date & time	:	03.10.2025 & 12:00:00 Hours
Last date & time for tender submission	:	14.10.2025 & 12:00:00 Hours
Tender opening date & time	:	15.10.2025 & 15:00:00 Hours

- 2.2 Tender fee:** Rs. 2000/- (Rupees Two Thousand Only) in the form of Demand Draft (DD) in favor of Assam Electricity Grid Corporation Ltd. (AEGCL) payable at Guwahati **(Original documents should be enclosed in Envelope-I).**

- 2.3 OPGW routes for lease (In Km.):** 2709.5586 KMs (Existing) and 1800.654 KMs (Upcoming) of OPGW Route Length [Attached as Annexure-II(A) and II(B)] for maximum of 3 Pairs in each route.

- 2.4 Period of Lease (in Years):** Minimum period of five years subsequently lease can be renewed on annual basis as per mutually agreed terms and conditions for a further period of 5 years.

- 2.5 Scope of works:** Leasing of Dark Fibres on AEGCL's Fibre Optic Network to Licensed Telecomm. Service Providers.

### **General Terms and Conditions:**

- 3.1 Pre-bid discussion:** Pre-bid queries by the firms must be submitted to email: [gm.mpr@aegcl.co.in](mailto:gm.mpr@aegcl.co.in) before 10.09.2025 & 12:00:00 Hours and as per Prebid Queries format (Annexure-I). The venue for the pre-bid discussion shall be Bijulee Bhawan, Paltanbazar, Guwahati-01.
- 3.2 Pre-bid site visit:** Bidders can visit the site before the submission of proposal at their own cost subject to prior consent from AEGCL.
- 3.3 Submission of tender:** Bid must be submitted to the tender inviting authority in sealed envelope. Envelope containing the tender quotations shall be super scribed with name of work, tender reference no. quoted and name of the bidder. All bid forms should be filled in with indelible ink and signed by authorized representative of the bidder and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. All documents shall be submitted as per checklist enclosed.
- 3.4 Price bids:** Price bids shall be enclosed in a sealed envelope. Other bidding document shall be submitted inside a separate envelope for tender submission. The Price bid shall only be opened on the successful submission of Tender fee, EMD and Bid documents as per checklist enclosed.

**3.5 Earnest money Deposit:** All bidders are required to submit an EMD amounting to Rs. 15,00,000.00 (Rupees Fifteen Lakhs) only. EMD should be submitted in the form of Bank Guarantee or Demand Draft in favour of MD, AEGCL and should be valid up to 180 (One Hundred and Eighty) days from the bid opening date. In case of BG the same should be from schedule bank of RBI. Exemption is allowed for MSME who are registered with NSIC. For claiming exemption tenderers registered NSIC should enclose the latest NSIC registration certificate duly signature with stamped. EMD shall be released i) For unsuccessful bidder after award of work to the successful bidder ii) For successful bidder after award of work, submission of Performance BG and submission of advance yearly payment. **(Original documents should be enclosed in Envelope-I).**

**3.6 Documents in Hard Copies as per check list and earnest money** in the form of Bank Guarantee (BG)/ NEFT transfer/RTGS transfer with Bid documents Fee in the form of Demand Draft (DD) in favour of AEGCL payable at Guwahati should reach this office 2 hours before the last date submission of the Bid **(Original documents should be enclosed in Envelope-I).** For NEFT/RTGS Bank details are as follows:

**A/C No: 00000010566984188**

**Name: Assam Electricity Grid Corporation Limited**

**IFSC: SBIN0000221**

**MICR Code: 781002003**

**Branch: New Guwahati (00221)**

**3.7 Address for tender submission:** Sealed envelope containing the tender documents (techno-commercial bid **in Envelope – I**) and Price Bid (**in Envelope – II**) should be submitted to the CGM(PP&D), AEGCL, 1<sup>st</sup> Floor, Bijulee Bhawan, Paltanbazar, Guwahati -781001. Tenders received after the due date of submission shall be summarily rejected.

**3.8 Validity of bid:** Bid submitted should be valid for a period of 180 days from opening date of tender.

**3.9 Taxes and Duties:** Bidders should clearly indicate different taxes and duties, which they proposed to charge as extra along with the present rates thereof. Offers with such stipulations like 'as applicable' will be treated as vague and are liable to be ignored.

**3.10 Commercial Evaluation of Bids:**

**Value (X)= Rate Quoted by Bidders per pair of OPGW fibre per km per year.**

**Bid Value= Value\* Total OPGW fibre Pair Length Km as calculated in Annexure-II (A)**

**Note:** 1) The bidder is free to quote any value subject to a Minimum Acceptable value of INR 14,333 per OPGW fibre pair per km per year for interested OPGW links. The Minimum acceptable value should be exclusive of all taxes and duties. Any bidder quoting less than Minimum acceptable value will be straight forward rejected. 2) Bidders may also submit their requirement for OPGW fibres for the upcoming links as mentioned in Annexure-II(B). However, the same may be handed over on AEGCL's discretion once ready at the quoted rate in pro-rata basis.

**3.11 Payment Schedule:** The LESSEE/Successful Bidder shall make yearly payment charges i.e., Total Bid Value (as described in clause 3.10) 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 3.6). 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 1st year all yearly payments for the rest years of contract will be levied with an enhancement rate of 5% 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.

3.12 (Terms and Conditions of Payment). 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.

**3.12 Terms and procedure of Payment:**

- 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.
- In case the Successful Bidder is not able to make this payment within the given timelines (within 15 (Fifteen) days, this shall be considered as due date)., it will constitute as the Lessee's event of default.
- 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.
- Failure to make payment within 15 days shall attract late payment penalty @0.05% per day of delay beyond due date till the date of making payment. However, if the payment is not made within 30 days with applicable interest as mention above, AEGCL may terminate the agreement and take any other action as per law.

**3.13 Award of Contract:** The Bid shall be awarded to the highest (H1) bidder primarily be called the Lessee.

**3.14 Performance Security (Bank Guarantee):** A performance Bank Guarantee of 20% of the total Bid value (as described in clause 3.10) for the entire contract period, i.e., 20%\* Total Bid Value\* 5 years, which will remain valid for more than three months from the expiry of the contract period i.e., 63 months from the date of the contract agreement with claim period of additional 30 days. The Bank Guarantee of required amount shall be furnished in our standard Bank Guarantee format (enclosed as Annexure-VII) towards Security, Payment and Performance from any Nationalized/ Scheduled Bank on non-judicial stamp paper worth of Rs. 100.00 (Rupees One Hundred) only or as applicable as per prevalent rules.

- The B.G. shall be furnished to the Managing Director, AEGCL, Bijulee Bhawan, Paltanbazar, Guwahati-01 within 15(Fifteen) days from the date of issue of NOA (Notification of Award). Validation of BG shall be made well before expiry of the validity of BG. The said Bank Guarantee should be accompanied by a confirmation letter from the concerned issuing Bank & should have provision for encashment at Guwahati before the B.G. is accepted and all concerned intimated.
- No interest is payable on any kind of Bank Guarantee.
- In case of non-fulfilment of contractual obligation, as required in the detailed purchase order/Specification, the composite Bank guarantee shall be forfeited.

**3.15 Signing of Contract Agreement:** 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. Upon acceptance of this Notification of Award and submission of Performance BG within 15 (Fifteen) days, the successful bidder shall enter into a contract agreement with the Lessor and will make payment as per clause 3.11 (Payment Schedule).

**3.16 Signing of Non-Disclosure Agreement / undertaking:** The successful bidder shall enter into a non-disclosure agreement / undertaking with the LESSOR. **(In lieu of Non-Disclosure Agreement, an undertaking of confidentiality of the disclosed information as per Annexure-VIII shall be submitted and should be enclosed in Envelope-I).**

**3.17 Force majeure:** 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. If prolonged force majeure is observed for 6 (six) months and the service is hindered than AEGCL may at its decertation may terminate the Agreement.

**3.18 Settlement of Disputes:** 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.

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

**3.19 Arbitration:** “Disputes shall be referred to a sole arbitrator mutually appointed by both parties. If parties fail to agree, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended”.

“The seat of arbitration shall be Guwahati, Assam.”

### **Special Terms and Conditions:**

#### **3.20 Scope of Work for the Successful Bidder/H1 Bidder/ ‘Lessee’: -**

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: -

- The Successful Bidder shall take possession of the OPGW links as per format specified in Annexure-II (A).
- For any modification of infrastructure related to the leased property by the Lessee, the Lessee shall obtain permission in writing from the Lessor.
- Any infrastructure developed under the contract by the LESSEE need to be satisfactorily dismantled and the area must be cleared after expiry of the contract. Also, any splicing at the Joint Box for last mile connectivity need to be released and restored to the original conditions after expiry of the contract.

#### **3.21 Scope of AEGCL/ ‘Lessor’:**

- AEGCL shall share network details defined below:
  - a. OPGW Link details and names
  - b. Communication Network Map of the AEGCL.
  - c. Sub-Station Details.
- 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 agreement with Lessor on the following terms: -
  - a. AEGCL, at its discretion will allow space limited to build a Kiosk of size 5m x 5m 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. Indoor space will be provided as per availability in the substation subject to the minimum requirement of 10 sq. feet. Whereas, the power connectivity has to be arranged by the bidder itself.

- 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 25 sq. metre (as per availability and feasibility) @ Rs.87,120.00 per year with 10% increase after every year 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 @ Rs.87,120.00 (with 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.
- 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. For any activity of the Lessee, if AEGCL suffers any loss, then that shall be fully compensated by the Lessee.
  - OTDR (Optical Time Domain Reflectometer) reports of fibre healthiness shall be made available to the Successful Bidder at the time signing of HOTO (handing over taking over) certificate. If the fibre's attenuation loss is above 0.3 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.
  - AEGCL shall allow the Successful Bidder to connect fibre from the FODP (Fibre Optic Distribution Panel) located at respective OPGW connected sub-station premises and also limited access to joints box, subject to approval of AEGCL.
  - **Tapping of fibres:**
    - OPGW fibres shall be leased on as is where is basis. Tapping of fibres will be either at splice box locations on the specified sections near to the bidder location or at the AEGCL's substation locations.
    - The bidder should agree for payment of required fibre pairs of that entire section if they want to tap the fibres in middle of a section.  
Example: A section is of length 40 Km, and bidder quoted for 2 pairs of fibre for leasing in that section, and wanted to tap at 10 Km from one end of the section, the bidder should agree for payment of lease charges for 2 pairs\*40 Km instead of used portion i.e., 2 pair\*10 KM.
    - The last mile connectivity i.e., AEGCL'S OPGW tapping point to bidder location is not in the scope of AEGCL. However, AEGCL may explore the possibilities for extending last mile connectivity using its transmission lines wherever feasible.



- In case, AEGCL due to any reason undertakes to redesign/ reengineer/ reroute its transmission lines, AEGCL shall give sufficient advance intimation to the LESSEE to ensure smooth changeover so that the non-availability of communication link is avoided/ minimized.

### **3.22 Scope of work under Maintenance Levels to be borne by Lessor: -**

- Planned Outage: AEGCL shall be entitled to a maximum of 4 hours of Planned Outages with maximum four (4) Maintenance Windows per year, thus totalling 16 hours of outages per year. Such downtime shall not be treated as part of downtime for calculations. **AEGCL shall give minimum 7 days prior intimation notice in case of any such planned outages.**
- All preventive maintenance of the OPGW cable of which optic fibres to be utilized by LESSEE shall be carried out by AEGCL. Emergency maintenance/breakage of optical fibres of the link utilized by LESSEE, shall also be carried out by AEGCL. For carrying the physical work both AEGCL & LESSEE shall extend reasonable help to each other. If the restoration of OPGW, in case of OPGW breakage, is assisted by LESSEE, the cost of maintenance shall be reimbursed by AEGCL on submission of the verified bills/invoices. The concerned Transmission circle of AEGCL would certify/verify the quantum of work and the cost incurred in such emergency maintenance/breakage.

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.

### **3.23 Key Performance indicators (KPI): -**

- Fibre Up-time annually per link:  $\geq 99\%$
- MTTR: 8 Hours.

### **3.24 Uptime per link: -**

Uptime in percentage=  $100 \times \frac{[\text{Total Available Time per year (In Hours)}] - (\text{Downtime of the link (In Hours)})}{[\text{Total Available Time per year (In Hours)}]}$ .

**Note:**

1. Total available time per year = (24 hours  $\times$  N days)
2. N= Number of Calendar days in the year.
3. Downtime of link = Downtime of the particular link-MTTR

### **3.25 Procedure of Fault Booking: -**

LESSEE shall book the fault with designated manpower of LESSOR. (Date and time of booking of fault shall be taken as reference for the purpose of calculation of duration of non-availability of link.)

### **3.26 Restoration of faults: -**

It will be the responsibility of the **LESSOR** to show Working of the fibre on end-to-end basis (i.e., from FODP to FODP) through use of test equipment i.e., OTDR, Laser Source, Power meter, etc.

- a. Downtime will start only when Lessor's OTDR or Laser Source and Power meter test fails.

The downtime will end as soon as **LESSOR** is able to show end to end successful OTDR/LSPM (Laser Source Power Meter) test in case of OPGW fibre breakage. The fault docket will also be closed simultaneously.

**\*FODP:** Fibre Optic Distribution Panel.

### **3.27 Determination of Downtime: -**

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

### **3.28 Penalty on availability of links: -**

<b>Sl. No.</b>	<b>Uptime per year per link</b>	<b>Penalty Factor for the particular link</b>
1	≥99%	No penalty
2	≥90% to <99%	For each 1% breach uptime per year, 1% (maximum) of proportionate amount for that particular link of yearly advance payment due for the next year to be deducted to the due amount for next year to AEGCL.
3	<90%	10% (maximum) of proportionate amount for that particular link of yearly advance payment due for the next year to be deducted to the due amount for next year.

### **3.29 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.

### **3.30 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 right away forfeiting 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 not specified in this document but related to performance of Lessee to be a material breach/default of the Lessee.

### **3.31 Exit Clause: -**

The agreement can be terminated at the option of both LESSOR and LESSEE by giving advance notice of 06 (six) months from either side. Upon such termination, the LESSOR shall refund the advance payment for the remaining period to the LESSEE, if any, within 15 (Fifteen) days, this shall be considered as due date. Failure to make payment within 15 days shall attract late payment penalty @0.05% per day of delay beyond due date till the date of making payment.

### **3.32 Indemnification: -**

#### **LESSEE's Obligations: -**

To the fullest extent permitted by law: Lessee must compensate, indemnify, defend and hold harmless LESSOR, its subsidiaries and affiliates and each of its subsidiary(s) and affiliate(s) present, former, and future shareholders, employees, officers, and directors from and against all loss, damage, expense (including attorney(s) fees and expenses, if any), and penalty, and any claim or action therefore by or on behalf of any person, (collectively loss) arising out of or in connection with the performance or failure of performance of the work including, without limitation, Loss arising out of or occurring in connection with: (i) any acts or omissions by LESSEE or its employees or agents, including, without limitation, personal injury and death claims; (ii) all claims of LESSEE's employees, agents, and subcontractors, whether for injury, death, compensation, social security, pension, unemployment compensation, etc.; (iii) the provision, ownership, installation, operation, maintenance, use, or repair of any of the Services; and (iv) all third-party claims alleging that any of the Services infringes any patent, copyright, trademark, or other proprietary right or constitutes a misuse of any trade secret information. LESSEE will not be relieved of the foregoing indemnity and related obligations by allegations or any claim that LESSOR was negligent; but LESSEE is not liable to the extent any injury or damage is finally judicially determined by a court of competent jurisdiction to have been proximately caused by the sole negligence or willful act of LESSEE.

#### **LESSOR's Obligations: -**

LESSOR agrees to timely advice LESSEE of any suit, claim, or proceeding, and to reasonably cooperate with LESSEE in the defense or settlement of such suit, claim, or proceeding, but LESSEE will have sole control thereof. If an injunction is obtained against LESSOR's use of any of the Services, in whole or in part, LESSEE must promptly at LESSOR's option either: (i) procure right to continue using the Services enjoined from use or replace or modify them so that LESSEE's use or possession is not subject to any such injunction, or (ii) compensates to LESSOR in the form of performance security. If this indemnification provision is construed by a court of competent jurisdiction to require indemnification over and above that permitted by

applicable law or public policy, the parties intend that the Agreement be judicially modified to afford LESSEE the maximum indemnification allowed.

### **3.33 Clause for Change in Law**

In the event of any change in applicable laws, regulations, or licensing requirements affecting the performance of the contract, both parties shall mutually discuss and renegotiate the affected provisions.

### **3.34 Clause for Limitation of Liability**

AEGCL's liability under this agreement shall be limited to the total amount paid by the Lessee in the preceding 12 months.

### **3.35 Clause on Audit & Compliance**

AEGCL reserves the right to audit Lessee's compliance with the terms of lease, subject to reasonable notice and confidentiality obligations.

The undersigned reserves the right to accept or reject any or all proposals without assigning any reasons thereof.

#### **Enclosed forms:**

Annexure - I: Pre-Bid Queries format

Annexure - II(A): List of completed OPGW line-links of AEGCL

Annexure - II(B): List of upcoming OPGW line-links of AEGCL

Annexure - III: Tender submission form

Annexure - IV: Format for Bank Guarantee (Earnest money deposit)

Annexure - V: Document checklist

Annexure - VI: Notification of Award (sample)

Annexure - VII: Format for Bank Guarantee (Performance Security)

Annexure - VIII: Undertaking in lieu Non-Disclosure Agreement (In Bidder's letterhead)  
(Undertaking of confidentiality of the disclosed information)

Annexure – A: Format for Price Schedule (In Bidder's letterhead)

Sd/-

Chief General Manager (PP&D)  
Assam Electricity Grid Corporation Ltd  
Bijulee Bhawan, Paltanbazar, Ghy-01

**Annexure-I**

**Pre-Bid Queries Format**

**Form for Bidder's Request for Clarification**

Name of the Organization:			
Sl No.	Tender Document Reference(s) (Section No. & Page No.)	Content of Tender Document requiring Clarification(s)	Points of Clarification
1			
2			
3			
4			

**Annexure-II(A)****List of Completed OPGW line-links of AEGCL**

<b>SI. No.</b>	<b>Link Name</b>	<b>Line Length(km) (A)</b>	<b>Number of pairs interested (bidder to specify) (B)</b>	<b>Total km of fiber pairs interested (bidder to specify) (C = A*B)</b>
1	Rangia-Nalbari	23.1560		
2	Rangia-Barnagar (LILO Nathkuchi)	81.7770		
3	Barnagar-Dhaligaon	41.1240		
4	Dhaligaon-Salakati	19.6490		
5	Dhaligaon-Gossaigaon	62.4700		
6	Gossaigaon- Gauripur	65.4000		
7	Gauripur-Bilasipara	39.4500		
8	Bilasipara-Kokrajhar	25.1800		
9	Kokrajhar-Salakati	10.7100		
10	Salakati-Agia	65.7200		
11	Agia-Boko	69.6700		
12	Boko-Mirza	40.1800		
13	Mirza-Sarusajai	25.0800		
14	Sarusajai-Kahilipara	3.5270		
15	Rangia-Sipajhar	37.9180		
16	Amingaon-Hajo	16.0000		
17	Amingaon- Rangia	26.0000		
18	Dispur –Kahilipara	3.3760		
19	Azara-Mirza	5.6500		
20	Samaguri-Sankardevnagar	60.0000		
21	Samaguri-Sonabil	52.5910		
22	Sonabil-Tezpur	16.0900		
23	Sonabil-PGCIL Balipara 1	28.0000		
24	Sonabil-Depota	18.5670		
25	Depota-Rowta	66.9120		
26	Panchgram-PGCIL Badarpur	1.0300		
27	Haflong-Haflong PGCIL	1.2000		
28	Pailapool-Srikona	35.3420		
29	Samaguri-Mariani CKT-2	175.6880		
30	Panchgram-Srikona	19.5800		
31	Pailapool-Jiribam(PGCIL)	13.4220		
32	Samaguri-Sarusajai	133.4240		
33	Balipara(PG)-Gohpur	103.7220		
34	Tangla-Rangia	68.9340		
35	Tangla-Rowta	39.8160		
36	Karimganj- PGCIL Badarpur	28.3400		
37	Karimganj-PGCIL Kumarghat	97.0000		
38	Garmur(Jorhat)-Teok	33.3600		
39	Teok-Nazira	39.6900		
40	Mariani-Garmur(Jorhat)	21.0600		

41	Mariani-Golaghat	50.1000		
42	Bokajan-Sarupathar	29.1500		
43	Sarupathar-Golaghat	37.5800		
44	Mariani-Lakwa	82.1500		
45	Lakwa-Namrup	60.7400		
46	Namrup-Tinsukia	43.6600		
47	Namrup-NRPP	2.2500		
48	Tinsukia-Kathalguri (NEEPCO)	26.7926		
49	Tinsukia- Dibrugarh	51.5400		
50	Tinsukia-Behiating	56.2600		
51	Tinsukia-Rupai	44.4800		
52	Chapakhowa-Rupai	45.9000		
53	Dhemaji-Silapathar	39.1300		
54	Dhemaji-North Lakhimpur	62.7800		
55	North Lakhimpur-Gohpur	79.0200		
56	Lakwa-Moran	23.3500		
57	Moran-Behiating	49.6400		
58	Behiating-Dibrugarh	10.3200		
59	Namrup-Mariani	150.9690		
60	Majuli-North Lakhimpur	47.9420		
<b>Total OPGW fibre Pair Length Km</b>				

**Annexure-II (B)****List of Upcoming OPGW line-links of AEGCL**

<b>SI. No.</b>	<b>Link Name</b>	<b>Line Length (km) (A)</b>	<b>Number of pairs interested (bidder to specify) (B)</b>	<b>Total km of fiber pairs interested (bidder to specify) (C = A*B)</b>
1	132KV APM-Dhaligaon	45.000		
2	132KV Agia –Hatsingimari	110.000		
3	132KV Agia-Matia	26.000		
4	132KV Dhaligaon-Nalbari	108.000		
5	132KV Lilo Barpeta Dhaligaon-Nalbari	26.000		
6	132KV Kahilipara-Narengi	10.000		
7	132KV Narengi-Sonapur	30.000		
8	132KV CTPS-Kahilipara	24.000		
9	132KV CTPS –Bhagihap	42.000		
10	220KV Jawaharnagar LILO Sarusajai Samaguri	2.000		
11	132KV Bhagihap-Sonapur	30.000		
12	132KV CTPS-Sonapur	16.000		
13	220KV Sarusajai-KarbiLangpi	110.000		
14	220KV Rangia-Salakati Line	156.000		
15	132KV Kamakhya-Paltanbazar (UGFO)	5.000		
16	132KV Kahilipara-GMC (UGFO)	7.000		
17	132kV Samaguri - Khaloigaon Line	40.210		
18	220kV Samaguri-Mariani CKT-1	169.0000		
19	132kV Depota- Ghoramari Line	14.300		
20	132kV Depota- Dhekiajuli Line	45.090		
21	132kV Umrangshu-Haflong PG Line	52.000		
22	132kV Hailakandi-Dullavcherra Line	31.400		
23	132kV Hailakandi- Panchgram Line	23.200		
24	132kV Karbi Langpi-Sarusajai Line	108.900		
25	132 kV Tinsukia-Margherita Line	52.790		
26	132 kV Rupai- Margherita line	71.900		
27	132 kV Namrup - Bordubi	32.850		
28	133 kV Tinsukia - Bordubi	14.060		
29	132 kV Sonari - LTPS TL	16.000		
30	132 kV Sonari - NTPS TL	45.000		
31	132 kV Sivasagar-Nazira	15.000		
32	132 kV Jorhat west - Bokakhat	58.240		



33	132 kV Jorhat west - Bokaghat line	58.240		
34	132 kV Jorhat west - Garmur line	31.060		
35	132 kV Biswanathchariali - Gohpur -1	51.400		
36	132 kV Biswanathchariali - Gohpur -2	51.400		
37	132 kV Lanka- Diphu Line	71.614		
<b>Total OPGW fibre Pair Length Km</b>				

**Annexure-III**  
**Tender submission form**  
**(In bidders' letterhead)**

**RFP / Bid ref: No:**

<b>Sl. No</b>	<b>Particulars</b>	<b>Bidders' Response</b>
1	Bidders Name and Address	
2	Bidders authorised representative, designation and contacts	
3	Bid Validity	180 (One Hundred and Eighty) days from date fixed for bid opening

I/We the undersigned, declare that, we have read the bid document and do not have any reservation to any of the clause therein. We offer to utilize the offered spare fibres on commercial (as passive infrastructure) basis in conformity with the bid specification. Our Bid shall be valid for a period of 180 (One Hundred and Eighty) days from the date fixed for the bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(Signature and common seal)

Name:

Designation:

Date:

## **Annexure-IV**

### **Format for Bank Guarantee (Earnest money deposit)**

#### **Bank Guarantee**

(To be stamped in accordance with Stamp Act)

(The non-Judicial Stamp Paper should be in the name of issuing Bank)

**Bank's Name:**

**Address of Issuing Branch or Office:**

**Email id and phone no. for  
correspondence:**

**Beneficiary: The Managing Director, AEGCL**

**Name and Address of Purchaser**

**Bid Security No.:**

We have been informed that . . . . . **name of the Bidder**. . . . . (Hereinafter called "the Bidder") intends to submit to you its bid against **Bid ref**. . . . . for Leasing of Dark Fibres on AEGCL's Fibre Optic Network to Licensed Telecomm. Service Providers

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we . . . . . **name of Bank with address**. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . **amount in figures** . . . . . (**amount in words** . . . . . ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a)** has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b)** does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c)** having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

BG expiry date:

BG clam date:

***Bank's seal and authorized signature(s)***

**NOTE**

- 1.** *All italicized text is for use in preparing this form and shall be deleted from the final document. An amount is to be inserted by the Guarantor, representing the EMD amount as per bid.*
- 2.** *This guarantee shall be valid upto 30 days beyond the bid validity.*
- 3.** *For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.*
- 4.** *Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG.*

## Annexure-V

### Document checklist

#### a) For Techno-commercial bids (Envelope – I)

Sl. No.	Document to be submitted	Submitted (Yes/No)
1.	<b>Valid Telecom License/</b> permission/ clearance from the concerned Licensing Authority i.e., Dept of Telecom, Govt. of India for the intended telecom business envisaged by utilizing AEGCL dark fibres.	
2.	<b>Commercial Certificates:</b>	
	i) Certificate of incorporation	
	ii) Goods & Service tax registration certificate	
	iii) Audited balance sheet and profit & loss account for last two financial year.	
	iv) Copy of PAN	
3.	Notarised Power of attorney for the person signing the tender	
4.	Tender Fee in original along with Annexure - III: Tender submission form, duly filled and signed.	
5.	Bid Security (Bank Guarantee for EMD) in original along with Annexure - IV: Format for Bank Guarantee (Earnest money deposit), duly filled and signed.	
6.	SECTION-IV: Techno-commercial Bid (Application and Schedules), duly filled and signed along with all required attachments in original (wherever necessary).	
7.	Self-declaration form for any anti-corruption/ fraudulent practices In Bidder's letterhead), duly signed.	
8	Annexure-VIII, Undertaking of confidentiality of the disclosed information(In Bidder's letterhead), duly filled and signed.	

#### b) For Price bids (Envelope – II)

Sl. No.	Document to be submitted	Submitted (Yes/No)
1.	Annexure - III: Tender submission form, duly filled and signed.	
2.	Annexure - II(A): List of completed OPGW line-links of AEGCL, duly filled and signed.	
3.	Annexure - II(B): List of upcoming OPGW line-links of AEGCL, duly filled and signed.	
4.	Annexure – A: Format for Price Schedule (In Bidder's letterhead), duly filled and signed.	
5.	No pending Litigation with any Govt. or PSUs in India, if any (Details of the pending litigation to be submitted on Bidder's letterhead), duly signed.	

**Annexure-VI**  
**Notification of Award**

**Leasing Of Dark Fibres on AEGCL's Fibre Optic Network to Licensed Telecomm. Service Providers**

**[date]**

**To: [Name and address of the contractor]**

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number] for the Contract Price in the aggregate of [amounts in numbers and words] [name of currency] (as per Price Schedule), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, and it is decided to award on you the contract for "Leasing of Dark Fibres on AEGCL's Fibre Optic Network to Licensed Telecomm. Service Providers.

You are requested to furnish the Performance Security within Fifteen (15) days in accordance with the RFP specification, using for that purpose, the performance security forms included in the RFP Document.

**[Signature]**

**[Name and Title of Signatory]**

**Assam Electricity Grid Corporation Limited**

**Annexure-VII**  
**Format for Bank Guarantee (Performance Security)**

*Bank Guarantee*

(To be stamped in accordance with Stamp Act)

Issuing bank and address with phone & email id:

BG no. and date:

BG expiry date:

Claim upto date:

To: The Managing Director, AEGCL  
First Floor, Bijulee Bhawan, Guwahati-781001

WHEREAS \_\_\_\_\_ *[name and address of Contractor]* has undertaken, in pursuance of Contract No. *(LoA No.)* Dated *(LoA date)* to execute \_\_\_\_\_ *[name of Contract]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the contractor 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 contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of *[amount of Guarantee in figure]* *[amount 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 Contractor/Manufacturer 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 thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

BG shall be valid up to <date>.

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

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

Address \_\_\_\_\_

Date \_\_\_\_\_

Note:

1. *All italicized text is for use in preparing this form and shall be deleted from the final document. An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.*
2. ***This guarantee shall be valid upto 60 days beyond the Warranty Period as per the Contract.***
3. *For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.*
4. *Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG.*



**Annexure-VIII**

**Undertaking of confidentiality of the disclosed information**

**(In bidders' letterhead)**

**Undertaking**

**RFP / Bid ref: No:**

I/We the undersigned, declare that, we have read the bid document and do not have any reservation to any of the clause therein. We offer to utilize the offered spare fibres on commercial (as passive infrastructure) basis in conformity with the bid specification / RFP document and the Contract Agreement made thereafter. We agree to receive confidential information from AEGCL solely for the purpose of performing obligations arising from the tender/contract agreement. We hereby agree to –

- a) Maintain confidentiality of the disclosed information.
- b) Not disclose any Confidential Information to any third party without prior written consent of the AEGCL.
- c) Use the Confidential Information solely for the purpose stated in this bid specification / RFP document and the Contract Agreement made thereafter.
- d) Take reasonable precautions to protect the confidentiality of the information.

We acknowledge that any breach of this and the Contract Agreement made thereafter may cause irreparable harm to AEGCL, and AEGCL shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

(Signature and common seal)

Name:

Designation:

Date:

## ANNEXURE-A

### Format for Price Schedule (In Bidder's letterhead)

Sl. No.	Total OPGW fibre pair length KM as calculated in Annexure-II(A)	Value (X) (Rate Quoted by Bidders per pair of OPGW fibre per km per year) (In Rs. Exclusive of all taxes and duties)	Bid Value (In Rs. Exclusive of all taxes and duties)
	(a)	(b)	(c=a*b)
1.			

Bid Value (In Words)

.....

(Signature and common seal)

Name:

Designation:

Date:

## APPENDIX

### Defined and Implied Terms of the RFP Document

1. **Techno-commercial Bid** - A bid that includes technical qualification documents (licenses, infrastructure, etc.), commercial details (company info, GST, PAN, etc.) and others documents submitted in **Envelope-I** of the tender submission.
2. **Price Bid** - A financial offer specifying the rate per km per pair of fibre, submitted in **Envelope-II** by the bidders. Price bid to be opened for only those bidders qualified in the techno-commercial stage.
3. **Earnest Money Deposit (EMD)** - A refundable security deposit of ₹15,00,000 submitted by each bidder through Bank Guarantee (BG) or Demand Draft (DD). Exemption available for MSMEs registered under NSIC.
4. **Tender Fees** – For participation in bidding procedure each bidder must pay a non – refundable tender fee of INR Rs. 2000/- (Rupees Two Thousand Only) in the form of Demand Draft (DD).
5. **Lease Charges** - Annual charges per km per pair of fibre. Minimum acceptable rate = ₹14,333/km/year/pair (exclusive of taxes). Rate quoted must be  $\geq$  ₹14,333, else bid will be automatically rejected.
6. **Taxes and Duties** - All applicable taxes (GST, etc.) are to be paid by the Lessee. The bid and other value quoted is exclusive of taxes.
7. **Notification of Award (NoA)** - A formal letter from AEGCL to the successful bidder (H1), confirming award of the lease contract. Lessee must respond within 15 days with performance BG and sign the lease agreement.
8. **Performance Bank Guarantee (PBG)** - A security guarantee submitted by the Lessee worth 20% of total bid value (for 5 years) and should be valid for 63 months (contract + 3 months buffer). It will be forfeited if the Lessee defaults.
9. **Lessor** - The Lessor is Assam Electricity Grid Corporation Limited (AEGCL), the owner of the Optical Ground Wire (OPGW) fibre network.
10. **Lessee** - The Lessee is the successful bidder (H1 Bidder) who enters into a Lease Agreement with AEGCL to lease out the spare dark fibres.
11. **Agreement / Lease Agreement** – A formal contract signed between the Lessee and Lessor detailing:
  - The terms of the lease
  - Fibre routes and pricing
  - Responsibilities
  - Payment schedule
  - Maintenance conditions
  - Termination clauses.

This agreement is preceded by a Notification of Award (NoA) and must be signed within 15 days of its issuance. This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, agreements, or communications in accordance with the Governing Law.

12. **Lease Period** - The minimum lease duration is 5 years, renewable on annual basis up to another 5 years (total 10 years max), subject to mutual agreement.
13. **Passive Infrastructure** - Non-electronic physical infrastructure such as: Optical fibre cables, Towers, ducts, kiosks, space in substations Fibre Distribution Panels. It excludes active telecom components (routers, switches, etc.).
14. **Definition of Confidential Information** - For purposes of this Agreement, "Confidential Information" includes all written, electronic, or oral information that the Disclosing Party provides to the Receiving Party, including but not limited to technical data, trade secrets, business strategies, know-how, designs, specifications, drawings, software, or any other proprietary information. Upon termination of this Agreement or upon request, the Receiving Party shall return or destroy all materials containing Confidential Information.
15. **KMZ File** - A Keyhole Markup Language Zipped file used for sharing map-based data. AEGCL provides KMZ files to bidders to visualize OPGW routes in tools like Google Earth or GIS software. Found in Section III for topographic reference.
16. **Optical Ground Wire (OPGW)** - A type of optical fibre cable installed along with transmission lines that provides high-speed communication via fibre optics. In this RFP, AEGCL's OPGW network is the backbone from which the dark fibres are leased.
17. **Fibre Pair** - A set of two fibres (transmit and receive), forming one communication path.
18. **Dark Fibre** - Unused optical fibres in AEGCL's OPGW network.
19. **Link** - A specific OPGW fibre route between two designated AEGCL substations or points. Each link is defined by a pair of fibres and the route length in kilometres.
20. **Fibre Health Report (OTDR)** - AEGCL will provide OTDR (Optical Time Domain Reflectometer) test results at handover. Fibre must have attenuation  $\leq 0.3$  dB/km at 1550 nm (including connector & splicing loss). If not, AEGCL will repair it within 3 months.
21. **Uptime** - The percentage of time during a calendar year when a leased fibre link is available and operational.
22. **Downtime** - The total duration in hours when the fibre link is non-operational beyond allowed MTTR.
23. **NMS (Network Management System)** - The system used by the Lessee to monitor link uptime/downtime.

24. **MTTR (Mean Time to Repair)** - The maximum allowed time to restore a fibre link after a failure.
25. **FODP (Fibre Optic Distribution Panel)** - The termination panel at AEGCL substations where fibres can be connected or tapped by Lessee's equipment.
26. **Joint Box** - A physical splicing enclosure where fibre cables are joined. Can be used as a tapping point if allowed. Access may be given with AEGCL's approval.
27. **OTDR (Optical Time Domain Reflectometer)** - A testing device used to measure signal loss and identify faults in fibre cables. Used during handover and for fault diagnosis. Acceptance threshold:  $\leq 0.3$  dB/km at 1550 nm.
28. **Laser Source Power Meter (LSPM) Test** - A standard fibre testing method alongside OTDR. Verifies end-to-end connectivity between FODPs.
29. **Fault Booking** - A process by which the Lessee informs AEGCL about fibre link failure. Booking time becomes the reference point for MTTR. Only AEGCL can officially close the fault docket after test-based confirmation.
30. **Monitoring & Fault Analysis** - Lessee's NMS (Network Monitoring System) will detect faults; AEGCL must confirm via: OTDR, LSPM, On-ground tests. Only AEGCL may close the fault docket.
31. **Tapping Point / Splice Box** - Physical points on the OPGW line where the Lessee can tap the fibre. Must pay for the entire length of the section even if tapping is partial.
32. **Tapping of Fibre** - Connecting to the OPGW fibre at a) Either the end substations, or b) Mid-sections (at splice boxes), Lessee must pay for the entire section length, not just the used portion.
33. **Last Mile Connectivity** - The connection from AEGCL's fibre tapping point to the Lessee's telecom infrastructure. It is not AEGCL's responsibility as such the Lessee must bear the cost, risk, and statutory approvals, etc.
34. **Power Supply Provision** - DC Supply must be arranged by the Lessee. AC Supply may be facilitated by AEGCL from DISCOM (subject to feasibility), but AEGCL is not liable for its continuity.
35. **Operation & Maintenance (O&M)** - Refers to Preventive maintenance of OPGW cables (by AEGCL). Emergency restoration, including fibre repair. Lessee may assist in repairs and claim reimbursement from AEGCL.
36. **Planned Outage** - Pre-scheduled maintenance periods of a link/TL by AEGCL, limited to 4 times a year, up to 16 hours total with an advance notice of 7 days.
37. **Planned Maintenance Window** - AEGCL can take a maximum of 4 planned outages per year, not exceeding 16 hours total.

38. **HOTO (Handing Over–Taking Over) Certificate** - A document signed jointly by AEGCL and the Lessee at the time of commissioning of leased fibre. Returning the fibre at lease end includes OTDR report and asset condition.
39. **Rent Agreement (Separate)** - If the Lessee wishes to use physical space at AEGCL premises/ substations (e.g., kiosk/shelter construction, power supply arrangement, indoor space usage subject to space availability at the substation) a separate Rent Agreement is to be signed with a fixed rate: ₹87,120/year with 10% yearly increment.
40. **Open Space / Kiosk** - AEGCL may provide space and indoor space subject to availability at substation for Lessee's telecom equipment at ₹87,120/year (with 10% yearly hike).