

Meghalaya Power Transmission Corporation Limited

Office of the Chief Engineer (Transmission)

Shillong Round Road: Lumjingshai: Shillong – 793001



Tender for Monetization of OPGW Asset

of

Meghalaya Power Transmission Corporation Limited

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1. Tender Notice

Meghalaya Power Transmission Corporation Limited (MePTCL), Office of the Chief Engineer (Transmission), Shillong Round Road: Lumjingshai: Shillong – 793001 invites Tender for selecting the exclusive ‘Operating Partner’ for the OPGW Passive Fiber Infrastructure of MePTCL

Sr. No	Description	Details
1	Tender No	OPGW/2023-24/01
2	Work Involved for Private party	a. Operation and Maintenance of OPGW assets b. Business Development and Marketing c. Service Delivery including creation of Co-location/ Last mile, Service assurance and Customer lifecycle management including support on Billing & Collection in relation to the OPGW Passive Fiber Infrastructure of MePTCL
3	OPGW Fibre pair Route Km	641.07 Kms- which includes existing and presently under construction; AND 212.6 Kms under planning stage for new construction.
4	EMD	INR 20,00,000/- (Rupees Twenty Lakh) only
5	Last date of receipt of tender through RPAD/ Speed Post / Bid Deadline	13:00 Hours of 25 th September, 2023
6	Pre-Bid Meeting	11:00 Hours of 11 th September, 2023 at the office of the Chief Engineer (Transmission), MePTCL, Lumjingshai, Shillong.
7	Date and time of opening of tender	15:00 Hours of 25 th September, 2023
8	Price of Tender	INR 29,500/- inclusive of GST /- non-refundable
9	Type of Tender	Highest Bidding Score
10	Validity of Offer	90 Days from Bid Deadline

CHIEF ENGINEER (T)

2. Introduction

MePTCL has a total OPGW of 665 kms on its 132 KV & 220 KV transmission lines, which includes the already installed OPGW network, as well as the OPGW network presently under construction and now MePTCL proposes to lease out spare dark fibre on its cumulative OPGW network to licensed Telecom Service Providers.

For optimum utilization of its infrastructure assets (“**Infrastructure Assets**”) and to further ensure its maintenance, as well as generation of additional revenue, MePTCL intends to select an exclusive ‘Operating partner’ and grant the right to maintain & operate the STU’s OPGW assets and perform all customer lifecycle activities in order to enable the MePTCL to monetize these Infrastructure Assets by leasing to communication service providers (the “**Project**”). The STU shall provide the spare capacity on OPGW Infrastructure Assets to licensees of telecom services under a tri-partite framework wherein the selected Private party will be the ‘Operating partner’ of the MePTCL. Further, the MePTCL will bill the customers and collections from customers will be governed by an Escrow mechanism.

The MePTCL shall carry out the selection of such partner through a competitive bidding process as per the terms and conditions contained in this Bidding Document. The Successful Bidder, under this Bidding Document, shall execute an Agreement with MePTCL and undertake the operation and maintenance and customer lifecycle management of the Infrastructure Assets, (the “**Infrastructure Asset Management Agreement/ IAMA**”). The IAMA shall be a long-term services agreement to be entered into between the Successful Bidder and the MePTCL in accordance with the format provided by the MePTCL as part of these Bidding Documents. The IAMA shall set forth the detailed terms and conditions for grant of the Project to the Successful Bidder, including the scope of the services and obligations.

The Successful Bidder shall be granted the right of access to all parts of the Infrastructure Assets, to the extent the same is required for proper operation, maintenance, performance of repair activities pertaining to the Infrastructure Assets, and carrying out of its obligations under this RFP, and in accordance with the applicable Laws (“**Project**”). The Successful Bidder will be responsible for operation, maintenance, sales, marketing, customer lifecycle management and service delivery of the Project in accordance with the provisions of these Bidding Documents and the IAMA to be signed hereunder.

The Successful Bidder shall be a valid registered Telecom Infrastructure Provider-1 / Telecom service provider licensee under the guidelines issued by the Department of Telecommunications in order to be eligible to participate in this Bidding Process. The Project shall be granted for initial period of twenty

(20) years, renewable for a further period as per terms mutually agreed between MePTCL and Successful Bidder.

The statements and explanations contained in these Bidding Documents are intended to provide a better understanding to the interested bidders about the subject matter of these Bidding Documents and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Successful Bidder set forth in the IAMA or the MePTCL's rights to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to these Bidding Documents or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent and no claims on that account shall be entertained by the MePTCL.

In pursuance of the above, MePTCL invites competitive bids from experienced and competent Bidders. The Bids shall be prepared and received in accordance with such terms on or before the date specified for submission of Bids (the "Bid Due Date").

3. GENERAL CONDITIONS OF CONTRACT

3.1. General Particulars

The Meghalaya Power Transmission Corporation Limited, Shillong hereinafter called as 'MePTCL'/'GRANTOR/AUTHORITY ' intends to receive bids to select a Successful Bidder as a partner to undertake the operation, maintenance, sales, marketing, service delivery, service assurance, customer life cycle management and business development of the Infrastructure Assets, and to undertake the Project in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per the Instructions given hereinbelow.

3.2. Definition of Terms

- 3.2.1.** "Authority" shall mean the Meghalaya Power Transmission Corporation Limited, Shillong or any of its subsidiaries and shall include its legal representatives, successors and assigns
- 3.2.2.** "Bid" shall mean the Eligibility requirements and Commercial Bid submitted by the Bidder, in response to this Tender, in accordance with the terms and conditions thereof.
- 3.2.3.** "Bidding Score" shall mean a cumulative value obtained from Annual charge and Billing share %, quoted by the Bidder in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award and the Infrastructure Asset Management Agreement of the entire scope of the work.
- 3.2.4.** "Billing Share" shall mean the percentage of the basic billed amount which is to be retained by MePTCL and remaining balance % is payable by MePTCL to the Successful Bidder.
- 3.2.5.** "Bidder" shall mean Bidding Company or a Bidding Consortium or a Joint Venture (JV) or a Special Purpose Vehicle (SPV) submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium / SPV / JV, Member(s) of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally,

as the context may require.

- 3.2.6.** “Bid Deadline” shall mean the last date and time for submission of Bid in response to this tender as specified in Tender Notice.
- 3.2.7.** “Contract” shall mean these Bidding Documents, comprising of the Expression of Interest with Ref. No. [●], the clarifications issued pursuant to such EOI, General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Bid Schedules, and other documents issued by the Authority pertaining to the Project forming part of the Bid.
- 3.2.8.** “Financial Year” shall mean, with respect to the initial Financial Year, the period beginning on the April 1st and ending on the following March 31st.
- 3.2.9.** “Infrastructure Assets” shall mean the OPGW links which have been tested as per OTDR & LSPM Reports meeting the technical standards, and have been listed in Annexure - 4
- 3.2.10.** “Infrastructure Asset Management (IAM) Agreement” means the service agreement that would be signed and executed between the MePTCL and the Successful Bidder, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 3.2.11.** “LSPM” shall mean Light Source and Power Meter technique, to be used for testing as stated under the provisions of this Tender Document.
- 3.2.12.** “Month” shall mean the calendar month. ‘Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each.
- 3.2.13.** “Notice of Award of Contract” / “Letter of Award” /” LOA” shall mean the official notice issued by the Authority notifying the Bidder that their bid has been accepted.
- 3.2.14.** “O&M” shall mean Operate & Maintain, wherein the Successful Bidder, under the IAMA, shall operate the Infrastructure Assets, and maintain the same for a specific period. The ownership of the Infrastructure Assets shall at all times belong to the MePTCL.
- 3.2.15.** “OTDR” shall mean Optical Time Distance Reflectometer (OTDR) which will be used as a technical test as stated under the terms of this Tender Document.
- 3.2.16.** “Project” shall mean the same as [entire operations, maintenance, sales and marketing, customer lifecycle management and service delivery and any other supplemental or ancillary task pertaining to the aforesaid in respect of the Infrastructure Assets].
- 3.2.17.** “Successful Bidder” shall mean the Bidder or Individual or Consortium, (as the case maybe) whose bid is accepted by the MePTCL under these Bidding Documents. It shall have the same meaning as Selected Bidder/Selected Party/Successful Party. It shall also include such Bidder’s legal representatives, successors and permitted assigns.
- 3.2.18.** “Upcoming network” shall mean to be defined as OPGW links which achieve COD after the IAMA signing date
- 3.2.19.** “Week” shall mean continuous period of seven (7) days.
- 3.2.20.** “Writing” shall include any manuscript, type written or printed statement, e-mail correspondence

under or over signature and/or seal as the case may be.

3.3. General Eligibility Conditions

Entities eligible for Bidding shall be,

- 3.3.1.** Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable.
- 3.3.2.** The interested applicant must possess a valid License or Registration from the Department of Telecommunications for a minimum prior period of 2 (Two) years from the release date of this RFP/ Tender and the interested applicant may be an Infrastructure Provider (IP-1)/ Internet Service Provider (ISP)/ Telecom Operator /Other Company 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 MePTCL dark fibers.
- 3.3.3.** The successful bidder shall be allowed to upgrade the existing OPGW network to a higher capacity within the contractual period based on business demand to address the capacity constraints. The same shall be done after mutual discussion and securing necessary approvals from MePTCL and as per the agreed terms and conditions under the IAMA.
- 3.3.4.** Individuals, Partnership Firms, Limited Liability Companies (LLCs), Limited Liability Partnerships (LLPs), Foreign Companies, Foreign Firms are not eligible for participation.

3.4. General terms of Bidding

- 3.4.1.** No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium, shall not be entitled to submit another Bid either individually or as a member of any other Consortium, as the case may be.
- 3.4.2.** Notwithstanding anything to the contrary contained in these Bidding Documents, the detailed terms specified in the IAMA shall have an overriding effect, provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the IAMA.
- 3.4.3.** Any condition or qualification or any other stipulation other than those contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 3.4.4.** The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 3.4.5.** The Bidding documents including this Tender and all attached documents, provided by the Authority, are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid 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 Bid. 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.

3.5. Bidding Costs

All costs/expenses in the preparation and submission of the Bid (including any post Bid discussions/presentations) shall be fully borne by the Bidder. Authority will not be responsible / liable for these costs irrespective of the course and conclusion of this Bidding.

3.6. 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

3.7. 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 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.

3.8. Clarifications on Bid Documents

- 3.8.1.** In case an intending Bidder finds any discrepancy or omission in the documents and specifications or is in doubt as to the true meaning of any part, he shall make a request, in writing not later than the pre bid meeting which will be intimated later. The Authority will issue explanations, interpretations and clarifications as deemed fit in writing as a response to this request. On receipt of such interpretations/clarifications, the Bidder may submit their Bid within the date and time stipulated in the Bid invitation, all such explanations, interpretations and clarifications from the Authority shall be deemed as part of Bid Documents and shall invariably accompany the Bidder's proposal.
- 3.8.2.** Any verbal / telephonic clarifications and information given by the Authority or its employee (s) or its representative(s) will not in any way be binding on the Authority.

3.9. Amendment of bidding document

- 3.9.1.** At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at his own initiative or in response to a clarification requested by the intending Bidder, modify the Bidding Document with amendment(s).
- 3.9.2.** The amendment will be notified in writing or Fax /web site to all intending Bidders who have received the Bidding Document at the address contained in the letter of request for issue of bidding document from the Bidders. Authority will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise
- 3.9.3.** In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Authority may, at his discretion, extend the deadline for the submission of

bids.

- 3.9.4.** Such amendments, clarifications etc. shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and shall invariably enclose such documents as a part of the bid.

3.10. Preparation of Bids

3.10.1. Language of Bid:

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Authority, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

3.10.2. Bid Format and Validity:

Bidders have to make the Bid in the formats furnished with this Document verbatim without adding any printed/ typewritten text of their own. The Bid should be valid for a minimum period of Ninety (90) days from the Bid Deadline.

3.10.3. Local Conditions:

- (a) It will be imperative on each Bidder to fully inform himself of all local site conditions impacting the Infrastructure Asset and which may have any effect on the performance of its obligations covered under these documents and specifications. The Authority shall not entertain any request for clarifications from the bidders, regarding such local conditions.
- (b) It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the Authority. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Authority, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.

3.11. Documents comprising the Bid

- 3.11.1.** The Bidder shall complete the Bid Schedules furnished in the Bidding Documents.

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

3.11.3 Mandatory Requirements of the Bidders

- a. The Bidder shall furnish the following particulars and supported documentary evidence shall be uploaded: Attested copies of documents relating to the Registration of the firm, GST Registration,

Latest Income Tax Clearance certificate / Latest IT return and PAN number from IT Department etc.

- b. **Technical Expertise:** The bidder should submit the required experience details in form of experience certificate as a part of the document to be submitted.

A search may be undertaken to verify that an applicant is a bona-fide registered company or business. Applicants may be required to provide evidence of the legal entity by providing a copy of an official document such as:

1. Company/Firm registration
 2. Any registration document viz. GST, Work license for execution of the works under the scope.
- c. The Bidders should fulfill all the qualifying requirements of the technical bid for opening of the price bid.
- d. Even though the Bidders meet the above qualification requirements, they are liable to be disqualified / debarred / suspended / blacklisted if they have:
- (i) Furnished false / fabricated particulars in the forms, statements and / annexures submitted in proof of the qualification requirements and/or,
 - (ii) Not turned up for entering into agreement, when called upon within the time specified in the Letter of Acceptance (LOA).
 - (iii) Participated in the previous bidding for the same work and had quoted unreasonably low price.
 - (iv) A history of criminal record in which the Bidder is involved if any.
 - (v) History of litigation with Govt. during the last 5 years in which the Bidder is involved.
 - (vi) Bidders should specifically indicate whether their firm has been banned/ blacklisted/debarred by any Govt. department/undertaking or any power utility for non- performance/malpractice or due to any reason. Bids of bidders who are banned/black- listed/debarred will be treated as non-responsive

(vii) One Bid per Bidder

Each Bidder shall submit only one Bid. If a Bidder submits more than one Bid will cause disqualification of all the Bids submitted by the Bidder.

3.12. Taxes and Duties

- 3.12.1.** The Annual charge and Billing share quoted by the bidder in its bid shall be exclusive of all applicable taxes and duties. Taxes and duties are to be shown separately.

- a. A bidder will be entirely responsible for quoting the correct taxes, license fees, etc., he / Firm has to incur until completion of the contract. For the purpose of evaluation, the bidder should clearly indicate the IGST (in case of local Firm's applicable CGST+SGST) and any other taxes and levies payable in the respective columns provided in the Commercial form. Failure to furnish the details as prescribed in the price schedule will be loaded as indicated in the evaluation criteria.
- b. If the rates of statutory levies assumed by the Bidder are less than the actual rates prevailing at the time of bidding, the MePTCL will not be responsible for such errors. If the rates of statutory levies assumed by the Bidder are later proved to be higher than the actual/ correct rates prevailing at the time of

bidding, the difference will be passed on to the credit of the MePTCL.

3.13. Bid Security/EMD

- 3.13.1.** The Earnest Money Deposit (“EMD”) payable by the bidders is INR 20,00,000/- (Rupees Twenty Lakhs) only by a Demand Draft in favor of the Chief Engineer (Transmission), Meghalaya Power Transmission Corporation Limited, Shillong on any Scheduled Bank in Shillong.
- a) Payment by Cheque / Coop Bank Guarantee/ Company Guarantee is not permissible.
- b) Validity Period: - The EMD should be valid for a minimum period of Ninety (90) days from the Bid Deadline.
- 3.13.2.** The bid security is required to protect the Authority against the risk of Bidder’s conduct, which would warrant the guaranteed forfeiture, pursuant to relevant paras elsewhere. The bid security shall be made payable to the Authority without any condition whatsoever.
- 3.13.3.** Any bid not secured in accordance with Clause 3.13.2 above will be rejected by the Authority as non-responsive. No exemptions are made in the furnishing of the bid security.
- 3.13.4.** Unsuccessful Bidder’s bid security/ EMD will be returned upon identification of the successful bidder or three months-from the date of opening of tender whichever is later.
- 3.13.5.** The Successful Bidder’s Bid Security will be discharged upon furnishing the performance guarantee as per Clause 3.26.
- 3.13.6.** The bid guarantee may be forfeited:
- a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder
- b) If a Bidder refuses to accept the Contract
- c) If a Bidder refuses to accept the correction of any computational error

3.14. Format of Bid

- 3.14.1.** The Bidder shall prepare bid, clearly marking “Original bid”. All the documents shall be furnished in three copies.
- 3.14.2.** The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the Bidder to sign the Contract, through a Board resolution or Power of Attorney, copy of which shall accompany the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 3.14.3.** The Bidders must submit the Eligibility data in three copies as required in this Instruction to Bidders in separate envelope sealed and enclosed in the envelope submitting proposals, super scribed as under.
- 3.14.4.** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 3.14.5.** Bids shall be submitted as under:

Cover-I: Earnest Money Deposit (Bid-Security as per the format), along with Bidder’s covering

letter.

Cover-II: Eligibility Requirements

Cover-III: Commercial Bid

3.15. Signature of Bids

3.15.1. Bids by Bidding Company/Bidding Consortium/Joint Venture must be signed with the legal name of the Bidding Company/ Lead Member of Bidding Consortium/Joint Venture by the President/Managing Director or by the Secretary or any other person or persons authorized to bid on behalf of such Bidding Company/Bidding Consortium/Joint Venture in the matter.

3.15.2. If it is found that two or more entities 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. Notarized copy of Board resolution or Power of Attorney shall be submitted with the bid, as evidence of authority of the person signing on behalf of the Bidder.

3.15.3. The Bidder's name stated on the proposal shall be the exact legal name of the entity.

3.15.4. Bids not conforming to the above requirements of signing may be disqualified and EMD forfeited.

3.16. Sealing and marking of bids

Cover-I

1. Bid No.
2. Due date for opening
3. Reference of earnest money deposit

Cover-II

1. Bid No.
2. Due date for opening.
3. Eligibility Requirements

Cover-III

1. Bid No.
2. Due date for opening
3. Commercial Bid

3.16.1. Cover-I, Cover-II & Cover-III shall be individually sealed and super scribed as indicated above and should be enclosed in the main cover duly sealed and super scribed as Tender for against Bid No..... due on..... containing Cover-I, Cover-II, Cover-III of this tender.

3.16.2. The original Bid and accompanying documents clearly marked "Original" for Cover I, II & III shall be submitted by the Bidder at the date, time and place specified.

3.16.3. The Bid shall be submitted by RPAD or through speed post services to the Office of the Chief Engineer (Transmission), MePTCL. Bids submitted should be posted with due allowance for any postal delay. The Bids received after the Due Date and Time of opening are liable to be rejected.

Telegraphic/Fax/e-mail Bids shall not be entertained.

3.16.4. The Bidders shall seal the original of the bid in an inner and an outer envelope, duly marking the envelopes as “original”.

3.16.5. Addressed to the Authority at the following address:

(a) The Chief Engineer (Transmission), MePTCL Shillong Round Road: Lumjingshai: Shillong – 793001

(b) Bear the name of package bid enquiry number, name of the work and the words. “DO NOT OPEN BEFORE.....”

3.16.6. The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” or “rejected”.

3.16.7. If the outer envelope is not sealed and marked as required. The Authority will assume no responsibility for the bid’s misplacement or premature opening.

3.16.8. The Bid Security conditions must be submitted in a separate sealed envelope.

3.17. Deadline for submission of bids

3.17.1. The Bidders have the option of sending the bid by registered post or speed post or in person. Bids submitted by telex/telegram will not be accepted. No request from any Bidder to the Authority to collect the proposals from airlines, cargo agent etc. shall be entertained by the Authority.

3.17.2. Bids must be received by the Authority at the address specified, not later than the time & date mentioned in the Tender Notice.

3.17.3. The Authority may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document in which case all rights and obligations on the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.18. Late Bids

Any bid received by the Authority after the time and date fixed or extended for submission of bids prescribed by the Authority, will be rejected and not considered for evaluation.

3.19. Modification and withdrawal of bids

3.19.1. The Bidder may modify or withdraw its bid after the bid’s submission provided that written notice of the modification or withdrawal is received by the Authority prior to the deadline prescribed for submission of bids.

3.19.2. The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 3.16. The envelope should clearly indicate whether the modification is for the eligibility requirements or the Commercial Bid. No bid modifications notice by Telex/Grams/Fax shall be entertained by the Authority.

3.19.3. No bid shall be modified in any manner, whatsoever subsequent to the deadline for submission of bids.

3.19.4. No bid may be withdrawn in the interval between the deadline for submission of bids and the

expiration of the period of bid validity specified by the Bidder in the Tender Notice. Withdrawal / modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

3.20. Bid Opening & Evaluation-

3.20.1. Preliminary Examination

- (a) The Authority will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

3.21. Evaluation of Eligibility Criteria

3.21.1. Technical Eligibility Criteria

- (a) The Bidder (including but not limited to any of member entities to a Consortium / JV) should meet the following Technical criteria to be eligible for Commercial Evaluation:

1. Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable.
2. The interested applicant must possess an valid License or Registration from the Department of Telecommunications for a minimum prior period of 2 (Two) years from the release date of this RFP/ Tender and the interested applicant may be an Infrastructure Provider (IP-1)/ Internet Service Provider (ISP) / Telecom operator /Other Company 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 MePTCL dark fibers.
3. The Bidder preferably should have O&M experience of OPGW network on Power Transmission Lines for a minimum of 150 (one hundred and fifty) Km in any one state for at least 1 (One) year or the Interested Party preferably should have deployed / installed a minimum of 150 (one hundred and fifty) Km of OPGW on Power Transmission Lines. The Bidder may furnish a MOU with a O&M partner who meets this criterion if the Bidder does not have the requisite credentials.
4. The successful bidder shall be required to upgrade the existing OPGW network to a higher capacity upto a scope of 200 route km within the contractual period based on business demand to address the capacity constraints. The business demand shall be decided when the 75% of the particular OPGW route section capacity has been exhausted. The same shall be done after securing necessary approvals from MePTCL and entirely at the cost of successful bidder.
5. The Bidder must bid for the entire OPGW fibre pair km network, which included existing and upcoming network of MePTCL; any other Bid being received for part/ less than the total fibre pair km network shall be liable to be disqualified.
6. In case the Bidder is subsidiary (wholly owned) or a joint venture company or special purpose vehicle (SPV), the technical capabilities of its Parent/ Parent's Subsidiaries / Promoter Company/ Affiliate shall be acceptable.

7. The technical capabilities of a subsidiary/Joint venture company shall be acceptable where the Bidder has a majority stake in the company.
8. Bidder(s) shall submit their Technical Eligibility requirements as per Schedule 06 - Proforma for Technical Eligibility of these Bidding Documents.
9. The Bidder shall be responsible to furnish copies of all the relevant documents specified in Schedule 06 - Proforma for Technical Eligibility to substantiate its technical eligibility. The Bidder shall also submit documentary evidence to establish that the Bidder meets the Eligibility Requirements as detailed in General Conditions of Contract. All Tender Documents/ formats are to be returned completed and filled in all respects and signed by the Company Authorized Signatory wherever specified.

3.21.2. Financial Eligibility Criteria

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

- (a) Bidder shall have Minimum Annual Turnover (MAT) of not less than Rs. 10,00,00,000/- (Rupees Ten Crores only) in any of the last three financial years and
 - i. The accounts should be certified by Chartered Accountant (“CA”).
 - ii. The Bidder shall have Net worth of not less than Rs. 5,00,00,000/- (Rupees Five Crores only) in any of the last three financial years and the same should be certified by CA. The Net Worth shall be calculated along the following lines:

$$\text{Net Worth} = \text{Total Assets} - \text{Total Liabilities}$$
- (b) In case the Bidder is a wholly owned subsidiary or a joint venture company or special purpose vehicle (SPV), the financial capacities of its Parent/ Parent’s Subsidiaries/ Promoter Company / Affiliate shall be acceptable. The financial capabilities of a sister subsidiary / Joint venture company shall be acceptable where the Bidder’s parent has a majority stake in the company.
- (c) Bidder(s) shall submit their Financial Eligibility requirements as per Schedule 07 - Proforma for Financial Eligibility of these Bidding Documents.
- (d) The Successful Bidder shall be responsible to furnish copies of all the relevant documents specified in Schedule 07 - Proforma for Financial Eligibility to substantiate its financial eligibility.
- (e) Bidders who have qualified in both Technical and Financial eligibility shall be the eligible Bidders who shall be considered for Commercial Evaluation.

- 3.21.3 Copies of Income Tax and Turnover certificates for the latest 3 years period from the appropriate authority will invariably be enclosed to the bid. In the case of proprietary or partnership firm, it is necessary to produce the certificate/ certificates for the proprietor or proprietors and for each of the partners as the case may be.

3.22. Details of Commercial Bid

- 3.22.1. Bidders shall indicate the following as part of the commercial bid:

(a) Fixed Annual Amount of Rs. [●] payable to the MePTCL (“Annual Charges”). This amount should not be less than Rs.1.5 Cr (Rupees One Crore Fifty Lakhs) per annum.

(b) Billing share % which can be retained by the MePTCL (“Billing Share”).

3.22.2. Bidder(s) shall submit their Commercial Bid(s) as per Schedule 08 - Proforma for Commercial Bid of this Tender.

3.23. Commercial Evaluation of Bids

3.23.1. The bids of all Eligible Bidders shall be opened in the presence of representatives (up to two per Bidder) of such bidders who choose to be present. The date & time of opening of the Commercial Bid shall be intimated to all such eligible bidders by Email/ Post, at least one week in advance.

3.23.2. The Bidder’s name, commercial bid as quoted by the Bidder, all addons if any, modifications in the Commercial Bid and any such other details as the Authority, at his discretion, may consider appropriate, will be announced/ furnished in the Commercial Bid Opening.

3.23.3. No electronic recording/ transmitting devices will be permitted during Bid opening.

3.24. Commercial Evaluation

3.24.1. The bidding score for each bidder will be a cumulative value obtained from Annual Charges (quoted in INR Cr), and Billing Share (quoted in percentage) as part of the Bid.

3.24.2. While Annual Charges carries a weightage of 70%, Billing share % will carry a weightage of 30%

3.24.3. The bidder with the highest quoted Annual Charges will be allotted a score of 70 and other bidders’ score will be calculated on pro-rata basis.

3.24.4. The bidder with the highest Billing share % will be allotted a score of 30 and other bidders’ score will be calculated on pro-rata basis.

3.24.5. The bidding score will be a cumulative value of Annual Charges score, and Billing share % score.

3.24.6. In this RFP, the term “Highest Bidder” shall mean <the Bidder whose cumulative score is the highest in the financial bid calculation>.

Example

Consider the following bids submitted by different eligible bidders:

Bidder	Annual Charges (Rs Crs) to STU	Billing share to STU (%)
A	0.5	50%
B	0.7	10%
C	1	5%
D	0.2	20%
E	0.5	20%

In the above set of bids, bidder “C” will be allotted a score of 70 for the highest Annual Charges quoted and bidder “A” will be allotted a score of 30 for the highest Billing share % quoted. The other bidders’ score will be calculated on pro-rata basis.

Bidder A’s score:

- Annual Charges score = $\frac{\text{INR } 0.5 \text{ Cr}}{\text{INR } 1 \text{ Cr}} * 70 = 35$
- Revenue share % score = $\frac{50\%}{50\%} * 30 = 30$
- Cumulative score = 35 + 30 = 65

Similarly, the scores are calculated for all bidders and indicated in a table below:

Bidder	Annual Charges (Rs Crs) to STU	Billing share to STU (%)	Annual Charges Score	Billing share Score	Overall Bidding score
A	0.5	50%	35	30	65
B	0.7	10%	49	6	55
C	1	5%	70	3	73
D	0.2	20%	14	12	26
E	0.5	20%	35	12	47

The selected bidder in the above example would be bidder “A” with the highest bidding score.

3.25. Award of Contract

3.25.1. Award Criteria

The MePTCL will award the Contract to the Successful Bidder, whose bid has been determined to be responsive and has been determined as the highest evaluated bid, complying with the criteria as set out under this RFP/ Tender. The MePTCL’s evaluation of Bidders and decision to award shall be the final. The MePTCL shall be the sole judge in this regard. In case the required price to award the contract is not viable, then MePTCL may explore auction methods for rationalization of floor price.

3.25.2. MePTCL’s right to accept any bid and to reject any or all bids

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

3.25.3. Notification of award

- Prior to the expiration of the period of bid validity and extended validity period, if any, the MePTCL will notify the Successful Bidder in writing by registered letter or cable or telex or FAX, to be confirmed in writing by registered letter, that its bid has been accepted.
- The notification of award will constitute the formation of the Contract.
- Upon the Successful Bidder’s furnishing of performance guarantee pursuant to relevant Clause the MePTCL will promptly notify each unsuccessful Bidder and will discharge its bid security pursuant to Clause 3.13

3.25.4. Signing of contract and other documents pursuant thereto

- At the same time as the MePTCL notifies the Successful Bidder that its bid has been accepted, the

MePTCL will send the Successful Bidder the detail of Award, incorporating all agreements between the parties.

- (b) Within 15 (Fifteen) days of receipt of the details of Award, the Successful bidder shall sign the same with date and return it to the MePTCL along with a clear acceptance letter.
- (c) The Successful Bidder will prepare the Infrastructure Asset Management Agreement as per prescribed proforma and the same will be signed within fifteen (15) days of notification of Award, or within such period as extended beyond fifteen (15) days as agreed amongst the Parties but not more than thirty (30) days after the notification of award. Failure to do so may be construed as the Successful Bidder's default.

3.26. Performance Guarantee

- 3.26.1.** As a performance security, against the revenue share payment to MePTCL, the successful Bidder, to whom the Contract is awarded through a LOA, shall be required to furnish a performance guarantee in the form of a Bank guarantee from a Public Sector Indian bank/Scheduled, Commercial Bank in the format as given in Schedule 05- Proforma for Performance Guarantee. The Performance guarantee amount shall be equal to INR 2,00,00,000/- (Rupees Two Crores only) and it shall guarantee the faithful performance of the IAMA in accordance with the terms and conditions specified in these documents and specifications.
- 3.26.2 The Performance Guarantee will be given by the Successful Bidder at the time of signing of the IAMA and the same shall be kept valid until the termination or expiry of the IAMA.
- 3.26.3 The Performance Guarantee will be discharged without any interest at the end of guarantee period, unless otherwise specified in Special Conditions of Contract.
- 3.26.4 The successful Bidder shall have to submit the Performance Guarantee within 15 days from the date of issuance of Letter of Award (LoA). Extension of time for submission of beyond 15 days and up to 60 days from the date of issue of LoA may be given by MePTCL, who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 days, i.e. from 31st day after the date of issue of LoA. In case the Bidder fails to submit the requisite Performance Guarantee even after 60 days from the date of issue of LoA, the contract shall be terminated duly forfeiting EMD and other dues, if any, payable against the contract. The failed Bidder shall be debarred from participating in re-tender for that work.
- 3.26.5 The Performance Guarantee shall be submitted by the successful Bidder after the LoA has been issued, but before signing of the contract agreement. The IAMA agreement should be signed within 15 days after the issue of LoA and the Performance Security shall also be submitted within this time limit. This Performance Guarantee shall be initially valid up to the stipulated tenure of the IAMA date plus 60 days beyond that. In case, the time limit for handing over of assets gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for handing over of assets plus 60 days.

3.26.6 The Performance Guarantee shall be released after the infrastructure assets has been handed back to MePTCL in good condition based on the 'completion certificate' issued by the competent authority (MePTCL) stating that the Bidder has completed the handing over in all respects satisfactorily. The performance guarantee shall, however, be released only after the expiry of the defect liability period and after passing the final bill on 'No Claim Certificate' from MePTCL.

3.26.7 Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee be encashed. The balance work shall be done independently without risk and cost of the failed Bidder, the failed Bidder shall be debarred from participating in the tender for executing the balance work. If the failed Bidder is a JV or a partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/ her individual capacity or as a partner of any other JV/ partnership firm.

3.26.8 The Performance Guarantee should be from a Nationalized/Scheduled Commercial /Private Bank acceptable to MePTCL, in the format prescribed in this RFP, payable on demand, for the due performance and fulfillment of the IAMA Agreement by the Bidder. All incidental charges whatsoever such as premium, commission etc., with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for 60 days post contract period as per RFP. However, no interest shall be payable on Performance Bank Guarantee.

3.27 Language & Measures

All documents pertaining to the Contract and the IAMA including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.

3.28 Contract Documents

3.28.1 The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract:

Invitation to Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Conditions of Contract and all other documents included under Special Conditions of Contract (SCC), including the IAMA.

3.28.2 Bidders Bid Proposal and the documents attached thereto including the letters of clarifications thereto between the Successful Bidder and the Authority prior to the Award of Contract except to the extent of repugnancy.

3.28.3 All the materials, literature, data and information of any sort given by the Bidder along with his bid, subject to the approval of the Authority.

3.28.4 Any Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.

- 3.28.5 In the event of any conflict between the above-mentioned documents the matter shall be referred to the Director (Transmission), MePTCL whose decision shall be considered as final and binding upon the parties.

3.29 Use of Contract Documents & Information

Any Party(s) shall not, without the prior written consent of other party, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished in connection with this tender or subsequent agreement, to any person other than a person employed/engaged by the Party in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purpose of such performance.

- 3.29.2 The Successful Bidder shall not, without the MePTCL's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.
- 3.29.3 The Successful Bidder shall not communicate or use in advertising, publicity, sales release or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Authority.
- 3.29.4 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the MePTCL and shall be returned (in all copies) to the MePTCL on completion of the Successful Bidder's performance under the Contract if so required by the MePTCL.

3.30 Execution of Contract

The MePTCL, after the issue of the Letter of Award to the Successful Bidder, will send one copy of the IAMA to the Successful Bidder for execution.

- 3.30.2 The IAMA shall be executed within fifteen (15) days of issue of 'Letter of Award (LoA), for an initial period of minimum 20 (twenty) years, which may be further extended mutually by MePTCL and the Successful Bidder, .
- 3.30.3 The Agreement, unless otherwise agreed to, will be executed at the office of the Authority at Shillong on a date and time to be mutually agreed. The Successful Bidder shall provide for signing of the IAMA, Performance Guarantee, appropriate Board resolution or power of attorney and other requisite materials. In case the IAMA is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.
- 3.30.4 The IAMA will be signed in copies to be specified and the Successful Bidder shall be provided with one signed original and the rest will be retained by the Authority.
- 3.30.5 The Successful Bidder will be authorized to monetize the Infrastructure Assets on behalf of MePTCL by license/ lease/ grant of right to use to telecom/ communication service providers (as per applicable

laws and DoT's license / IP-I registration and DoT's guidelines).

3.31 Payment Schedule

3.31.2 Annual Charges shall be made by the Successful Bidder every year to MePTCL, within thirty (30) days from signing of IAM Agreement for the first such payment to be made, and within 30 (Thirty) days of the start of the relevant financial year for the second payment onwards till the duration of the Agreement.

Annual Charges as quoted against the total bid scope of OPGW route length of 853.67 Km is payable on Pro-rata basis depending on the actual asset handover from MePTCL to the successful bidder from time to time.

In case the Successful Bidder is not able to make this payment within the given timelines, it will constitute as the Successful Bidder's event of default and penalty will be computed on an annual basis as per the penalty clause imposed by MePTCL as follows:-

Penalty @ Maximum of SBI Prime Lending Rate + 2% pa proportional to the no. of days of delay from the due date will be charged extra. In case of default on payment after THREE months from payment due date, MePTCL shall have the option to terminate the contract.

3.31.3 The Successful Bidder shall be eligible to receive a share of 'Basic' Billing from the MePTCL for the agreement period. The payment shall be applicable for any Basic Billing (excl. GST/Applicable taxes) related to the monetization of the handed over OPGW links to the Successful Bidder as format specified in Annexure - 4. Initially, the existing largest contiguous OPGW network shall be handed over to the Successful Bidder. The other existing smaller links or the new build links as per Schedule 1 once connected to the largest contiguous OPGW network shall be offered to the Successful Bidder.

3.31.4 The collections from the customers of the MePTCL OPGW network will be governed by an 'Escrow bank account' mechanism, details of which are specified in clause no. 10 of the draft IAMA. Further, the guidelines related to the payment of eligible amount to the successful bidder is covered in clause no. 11 of the draft IAMA.

3.31.5 The Co-location charges towards space (approx. 300 sq feet) in the substation where sub-lease holder keeps their active equipment, in cases where Colocation is constructed by the Successful Bidder in MePTCL's premises, has to be paid to MePTCL in advance with 5% escalation after every three years. The minimum co-location charges per site to be paid in the first year is Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) only exclusive of taxes per location per annum subject to the penalty clause imposed by MePTCL. Other miscellaneous charges involved including electricity consumption at the co-locations will be charged extra and are also to be paid on a monthly basis as per the Distribution tariff.

3.31.6 In the event that the Successful Bidder desires to place JB's in MePTCL towers, as and when the tower locations are identified, the successful bidder is to ensure that the placement of the JB's do

not interfere or hinder the O&M works of MePTCL and prior approval of MePTCL is necessary before the JB's can be installed in the towers. The said installation work is to be neatly done maintaining the safety of the tower and O&M personnel. The MePTCL may rescind the approval for the same if the situation demands it.

3.32 Force Majeure

- 3.32.2 Force majeure is herein defined as any cause which is beyond the control of the Successful Bidder or the MePTCL 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.
- 3.32.3 Neither Party will be liable for any failure or delay in performing an obligation under this Contract/ Bidding Documents that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, Thunder Strike, Floods, accident, riots, war, terrorist act, epidemic, lockdowns due to a pandemic (including the Covid-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, provided that either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.
- 3.32.4 For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
- 3.32.5 The Successful Bidder or the MePTCL shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.

3.33 Resolution of Disputes

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.

3.18.1 Arbitration

All questions, disputes or differences, whatsoever which may at any time arise between the parties to this contract in connection with the IAMA OR any matter arising out of OR in relation there to, shall be referred to arbitration by an arbitration tribunal consisting of three (3) arbitrators. Each party shall appoint one Arbitrator within 30 days of the receipt of request for settlement of dispute by Arbitration. The two appointed Arbitrators shall within 30 days of their appointment, appoint a third Arbitrator who shall act as presiding Arbitrator. In case the party fails to appoint an Arbitrator within 30 days from the date of receipt of request or the two appointed Arbitrator fails to agree on third Arbitrator within 30 days of their appointment, the appointment of Arbitrator, as the case may be, shall be made in accordance with the Indian Arbitration and Conciliation Act, 1996. The language of such arbitration shall be in English, with the seat of arbitration at Shillong , India. The award of the Tribunal shall be

binding on both Parties.

- 3.18.2 Notwithstanding the existence of any dispute and dispute resolution proceedings as aforesaid, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Contract and IAMA.

4. SPECIAL CONDITIONS OF CONTRACT

4.1. General Particulars

- 4.1.1. This part of the Bidding Documents 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.

4.2. Tender Fee

- 4.2.1. The tender fee specified in Tender Notice is payable by Demand Draft (DD) drawn on any Scheduled Bank in favor of the MePTCL Principal Accounts payable at Shillong. The same will be furnished in Cover-1 of Bid along with EMD (Bid Security). Bids without the requisite Tender Fee will be outrightly rejected.

4.3. Scope of Work for the Successful Bidder

- 4.3.1. The Scope of the proposal 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 be responsible for maintaining at least ninety-nine (99%) percent of monthly uptime for MePTCL for the Infrastructure Assets and shall be liable to pay a penalty as per Clause 4.5 in case of non-compliance.
 - b) Findings from periodic maintenance activity will have to be communicated to MePTCL on timely basis as per clause 4.3.1(a).
 - c) The Successful Bidder shall operate, and maintain the Infrastructure Assets established for providing last mile connectivity to communication service providers (e.g. colocation, active, passive and terminal equipment).
 - d) The Successful Bidder shall carry out O&M of entire OPGW assets with mutually agreed SLA with MePTCL. Further, the Successful Bidder shall maintain SLAs of existing customers and shall be responsible for corresponding penalties in the event of non-adherence to the same.
 - e) The Successful Bidder shall seek approvals for installation from respective authorities of the MePTCL.
 - f) The Successful Bidder shall have the sole right to select operational partners, channel partners & customers, and implement relevant payment terms and conditions, establish billing and collection

process to ensure the best returns for the MePTCL.

- g) The STU shall enter into a tripartite agreement for monetization of the Infrastructure Assets with telecom service providers and the Successful Bidder. The roles of the Successful Bidder shall be, inter-alia, managing the customer SLAs, and ensuring the maintenance of the links being monetized by the MePTCL.
- h) Successful Bidder shall be accountable for any damage caused to the Infrastructure Assets of MePTCL due to any direct action of the Successful Bidder. Successful Bidder shall compensate for losses, if any and the value of damages shall be computed mutually by MePTCL and the Successful Bidder
- i) Successful Bidder shall have the right to augment the fibre capacity of existing/ subsequently deployed OPGW links subject to technical feasibility of the same and mutual consent of MePTCL. The same shall be done after securing necessary approvals from MePTCL and entirely at the cost of MePTCL over and above the mandatory scope limit set in the Eligibility criteria.
- j) In case of any last-mile installation within the Sub-Station premises, or for colocation services, necessary approvals shall be taken from MePTCL before commencement of work.
- k) The development and financing of any colocations or last-mile installation shall be the responsibility of the Successful Bidder, and the Successful Bidder shall retain ownership in such case.

l) Additional Terms:

1. The successful bidder shall have the option to install, operate and maintain its equipment at Colocation(s) premises as per the scope subject to Colocation rental charges. However, space availability for Colocation for bidder shall be based on the feasibility report of MePTCL. MePTCL shall arrange necessary metered AC power supply to the equipment installed by the successful bidder. DC power supply to the colocation site shall be arranged by the successful bidder including maintenance of the same. Separate earthing system has to be arranged by the successful bidder within the colocation premises/site .
2. Tapping of fibers will be at the MePTCL substation locations through the FODP (Fiber Optic Distribution Panel) at communication rooms attached to MePTCL substations. External cables shall be taken outside MePTCL premises through the route and medium specified by MePTCL. All the cable entries shall be sealed against intrusion of pests. All additional works will be at the cost of successful bidder.
3. The last mile connectivity i.e MePTCL OPGW tapping point (FODP) to successful bidder location is not in the scope of MePTCL but it is under the scope of the successful bidder.
4. Breakdowns in the last mile connectivity or at the equipment termination points will not be in the scope of MePTCL.
5. The preventive and emergency maintenance of assets Dark Fibers shall be carried out by the

- successful bidder. For carrying out such works, MePTCL shall extend reasonable help to the bidder.
6. The Parties agree that the obligations on MePTCL under this RFP shall become effective only from the day the routes and time period of the Optical Fiber/ Infrastructure Assets have been handed over/ taken over by the Successful Bidder under the IAMA.
 7. The operation and maintenance and monetization of OPGW Cable shall be under the successful bidder scope. MePTCL shall grant access to the bidder to enter into MEPTCL substation premises for installation, testing, Operation and Maintenance (O&M) activities of their equipment.
 8. MePTCL reserves the right to deny monetisation of fiber to the successful bidder for any reason including non-availability of free fiber for the link, or any techno commercial and legal constraints. This shall not impact the scope of work to be performed by the Successful Bidder under this RFP/ IAMA
 9. All the fibers used shall comply with G.652, and the overall loss including the splicing loss shall be as per the following specification:
 - Max attenuation @ 1550nm:0.23db/km + 0.05db
 1. * Planned Splice + 0.5db *connector.
 - Max attenuation @ 1310nm:0.35db/km + 0.05db
 2. *Planned Splice + 0.5db * connector
 - As averaged over 100 km of Optical Fiber.
 10. There shall be restricted entry to MePTCL premises. Identity cards for two of the personnel of the successful bidder 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 MePTCL
 11. On completion / expiry of IAMA, the successful bidder shall withdraw all installations and hand over the site in clear condition within 90 business days from completion of IAMA.
 12. The bidder shall obtain no dues certificate from MePTCL on completion/expiry of IAMA, which shall not be withheld by MePTCL. In case no dues certificate is not issued within 90 business days from completion of IAMA by MePTCL, it shall be deemed that the successful bidder has no dues against MePTCL and shall be absolved of any liability against MePTCL.
 13. The IAM agreement between MePTCL & successful bidder shall be subject to the rules and regulation of Govt. of Meghalaya/ any other regulator from time to time. All statutory Approvals are to be obtained by the successful bidder at their cost.
 14. Any license fees, Taxes, Duties in respect of user services of the assets/ facility to the Govt. of India / Govt. of Meghalaya/ any other regulator (“Statutory Duties”) should be borne by the successful bidder. The bidder should agree and acknowledge that they shall be responsible for their Statutory Duties.

However the max attenuation may be specified as per the actual condition at site

15. The successful bidder at any point of time during the tenure of the agreement shall not assign sublet / transfer its rights to any other third person or entity without prior approval / permission of MePTCL.
16. MePTCL shall not be liable to pay any compensation to the successful bidder in case of communication breakdown due to shutdown / breakdown of power lines.
17. In case the MePTCL, due to load growth and other reasons re-design/re-engineer/re-route of its transmission lines entailing re-designing/re-engineering/re-routing of the optical fiber cables on MePTCL's transmission lines, then the MePTCL shall provide an alternate route/optic fiber for successful bidder, solely at its own cost only for OPGW portion excluding last mile connectivity. MePTCL shall give sufficient advance intimation to the bidder and shall ensure smooth changeover so that non-availability of leased OPGW links is avoided. The change over time should not be treated as non-availability time as long as it is an agreed planned maintenance.

4.4. O&M Conditions of the Contract

- 4.4.1.** The Successful Bidder shall be responsible for maintaining the entire Infrastructure Assets (both the leased pairs as well as the pairs utilized by MePTCL) in accordance with best practices and relevant rules & regulations of the CEA, CERC and DoT. MePTCL can conduct monitoring of the same.
- 4.4.2.** The Successful Bidder shall be responsible for adhering to all safety and necessary compliances as required and shall undertake repairs/maintenance activity on a (twentyfour) 24 hour basis.
- 4.4.3.** The Successful Bidder shall ensure that all the assets are kept free from encumbrances and maintained with all safety aspects as per CEA Regulations. The successful bidder shall ensure that the data and communication links of MePTCL are in no way affected. The bidder shall maintain data and communication link with the SLDC or RLDC as the case may be and adhere to its directions for operation of the assets and any shutdown activity for planned maintenance, emergency should be done in concurrence with the SLDC. On occurrence of any Force Majeure event, the Successful Bidder shall inform SLDC immediately and adhere to instructions received from them.
- 4.4.4.** Maintenance Levels Committed:
The Successful Bidder shall be responsible for maintaining a quarterly average uptime of at-least 99% (ninety-nine percent) to MePTCL for the licensed OPGW links, with the exception of Force Majeure, Planned Outages and MTTR clauses.
 - a. The uptime percentages will be calculated up to two decimal points, e.g. 98.99%.
 - b. The downtime will be calculated in Hours, rounded up to two decimal points
 - c. The Penalty will be applicable only to individual links separately. Thus, if the availability of only particular A – B link goes below 99 %, the penalty will be imposed only for this link.
- 4.4.5.** The monetary value of the penalty on quarterly basis shall be computed by taking / evaluating the

compounded down time on a pro-rata basis from the monthly service fee

4.4.5 Calculation of % Uptime

The link availability in terms of % uptime is calculated as below and then rounded up to two decimal points:

$$\% \text{ Uptime} = \frac{((\text{No. of days in a month} * 24 \text{ hours} * 60 \text{ min.}) - \text{link down time (in min.)})}{(\text{No. of days in a month} * 24 \text{ hours} * 60 \text{ min.})} * 100$$

4.4.6 Maximum Time to Respond/ Mean Time to Resolve (MTTR):

Network Component	Maximum Time to Respond	Mean Time to Resolve
MePTCL Dark Fiber Network	30 Minutes	a) 6 hours in case where there is no alternate link/connectivity
		b) 20 hours in case where alternate link/connectivity is available

If the problem is resolved within the MTTR (6/20 hours) in a section, the MTTR will not be considered as outage time. If the outage is beyond 6/20 hours in a month in a particular section, the interruption time beyond 6/20 hours will be treated as outage time in that section for a month.

4.4.7 Maintenance Services

Routine & Preventive Maintenance

Routine & Preventive Maintenance will be carried out by the Successful Bidder half yearly so that the Infrastructure Assets remain in healthy condition of non-live network. Maintenance activities such as pullback issues, mid span losses or burnt OPGW shall be performed as per the mutually agreed terms and conditions.

4.4.8 Restoration Time

Successful Bidder shall restore the OPGW faults/ faulty links within agreed SLAs timelines and as per Clause 4.4.5 & 4.4.6 above. Outage attributable to the Successful Bidder, beyond this restoration time (reporting time + permissible rectification time) shall be to the account of Successful Bidder.

4.5 Penalty

4.5.1 Penalty would be levied on the Successful Bidder on non-achievement of the SLAs and Clause 4.4.5 above for consecutive 3 (Three) months link-wise. Imposition of the penalty shall be based on the violation of uptime in the OPGW network maintained by the Successful Bidder, however in such a case, Successful Bidder shall be granted liberty to put forth its justification towards non- achievement of SLAs.

4.5.2 Successful Bidder shall maintain the SLA with quarterly average uptime of at-least ninety-nine (99%) percent link-wise of the OPGW network of MePTCL taken for O&M.

4.5.3 No penalty shall be levied on the Successful Bidder in case of non-compliance of uptime

mentioned in clause 4.7.2 is due to a Force Majeure event as specified in clause (l) or any cause not attributable to the Successful Bidder (e.g. OPGW Disruption due to O&M carried out for Transmission towers and lines, Non-availability of PTW (Permit-to-Work) etc.).

4.5.4 Overall penalty to the Successful Bidder as per table given below shall be subject to payment by the Successful Bidder on a quarterly basis.

4.5.5 Penalty of not maintaining the average uptime of at-least ninety-nine (99%) percent for consecutive 3 (three) months, link wise shall be paid by the Bidder as per the below table.

	Penalty (INR) Per month per Km				
Per 1 Km	100-99%	98.99%- 98%	97.99%-97%	96.66%-95%	<95%
INR	-	600	1000	1400	2000

Uptime will be calculated quarterly and link wise connecting one sub-station to another. However, the payable penalty will be subject to capping at 50% of the cumulative revenue loss.

4.5. Maintenance Services

4.5.1. Routine Preventive Maintenance

Routine & Preventive Maintenance will be carried out by the Successful Bidder half yearly so that the Infrastructure Assets remains in the healthy condition of non-live network. Maintenance activities such as pullback issues, mid span losses or burnt OPGW shall be performed as per the mutually agreed terms and conditions.

4.6. Right of Successful Bidder on upcoming network

4.6.1. The O&M of spare dark fibres on the OPGW Network shall be granted for initial period of twenty (20) years with exclusive right of use, renewable for a further period by mutual consent with MePTCL.

4.6.2. Out of the total fibre capacity in the existing/future OPGW network of MePTCL, 8 core, 4 pairs of OPGW fibres shall be reserved for internal use of MePTCL for SCADA Communication, and the remaining shall be made available to the Successful Bidder. Should MePTCL require additional fibres for its own operations, the same is to be granted by the successful bidder without any demur, at no cost to MePTCL, however, the Annual Charges payable to MePTCL shall be calculated on a pro-rata basis (the allotted Infrastructure Assets and the period for which allotted).

4.7. Scope of MePTCL

4.7.1. MePTCL shall ensure that Infrastructure Assets offered for under the IAMA are in good condition (as per specifications stated in the Annexure – 3 at the time of handover to the Successful Bidder.

- 4.7.2.** MePTCL shall share network details comprising:
- i. OPGW specifications
 - ii. KML files of OPGW and Transmission Network
 - iii. OPGW Link details and names
 - iv. Power Map of the TRANSCO Network
 - v. Latitude & Longitude of Towers
 - vi. Number of Fibre strands
 - vii. Sub-Station Details
 - viii. OTDR and LSPM
 - ix. NOC for installation of colocations in sub-station
 - x. NOC for providing power supply from existing auxiliary transformer in sub-station
- 4.7.3.** MePTCL shall endeavor to provide the desired floor space/shelter in the sub-station premises for installation of Terminal Equipment on chargeable basis as per prevailing and mutually agreed rates.
- 4.7.4.** The AC power supply required by the terminal equipment of the Successful Bidder at the MePTCL sub-stations shall be provided by MePTCL on chargeable basis from the sub-station auxiliary transformer tapping used for internal lighting as per metered usage.
- 4.7.5.** The necessary help, if required for maintenance of fibre, shall be provided by MePTCL such as obtaining line permit etc. In that case the Successful Bidder should give an advance intimation to the respective MePTCL officials.
- 4.7.6.** Recent (last three (03) months) report before Letter of Award date) OTDR/LSPM and health check reports as per Annexure - 2 shall be made available to the Successful Bidder at the time of letter of Award. If the fibre condition is not as per standard specifications the same shall be repaired by MePTCL within three (03) months from date of signing of agreement.
- 4.7.7.** MePTCL shall allow the Successful Bidder to connect fibre to joint boxes along the OPGW route within and outside the sub-station premises. The development and finance of any such installation shall be the responsibility of the Successful Bidder.
- 4.7.8.** In case MePTCL due to load growth and other reasons re-designs/re-engineers/re-routes its transmission lines entailing re-designing/re-engineering/re-routing of the optical fibre cables on MePTCL's transmission lines, then MePTCL shall provide an alternate route/optic fibres. MePTCL shall give sufficient advance intimation of at least three (03) months to the Bidder and ensure smooth changeover so that non-availability of handed over OPGW links is avoided/minimized. MePTCL shall endeavor to ensure least disruption of services, so that there is minimal impact on the end customers.
- 4.7.9.** Replacement of OPGW due to any permanent damage by natural calamities, including but not limited to floods, droughts, earthquakes and epidemics; or Acts of any Government, domestic or

foreign, including but not limited to war, declared or undeclared, priorities, guarantees, and embargoes shall be the responsibility of MePTCL at any point during the term of the Agreement.

- 4.7.10.** For sake of abundant clarity, the Successful Bidder will not be asked to spend any capex for augmenting/upgrading OPGW network owned by STU on the date of signing of IAMA.

4.8. Co ordination Requirements

4.8.1. Meeting Practices

Regular meeting between the Successful Bidder and the MePTCL is vital for the communication and information flow between two organizations. The purpose of the meeting will be to tackle the essential issues concerning the services and network performance. The suggested schedule for meeting is once every quarter.

4.8.2. Reporting Procedure

The purpose of report is to summarize the activities performed during the reporting period. The report shall provide the information on the performance of the services and describes the current status of the network. The report will be a quarterly report from the selected party to MePTCL which will show the trends in the OPGW network. By analyzing the reporting data, management and expert of selected party and MePTCL will focus on the areas where further improvement is needed. Successful Bidder needs to ensure the proper record of all events, activity and store transactions for verifications and shall submit the reports on bi-annual basis.

In case of emergency/outages, the details of the fault and the clearance information shall be submitted to MePTCL within seven (07) working days.

4.8.3. Documentation

Necessary logs and records will be maintained about the intimation of fault, response time and rectification time, rectification work carried out and spare utilized. All work shall be documented and will be submitted to MePTCL along with end-to-end test reports.

5. Schedules List

Schedule	Description	Cover	Page No
01	Declaration		
02	Acceptance Letter		
03	Company Details		
04	Proforma for Infrastructure Asset Management Agreement		
05	Proforma for Performance Guarantee		
06	Proforma for Technical Eligibility		
07	Proforma for Financial Eligibility		
08	Proforma for Commercial Bid		
09	Latest Income tax Clearance		

10	Details of Partners/Directors		
11	Memorandum of Articles		
12	Board Resolution		
13	Confirmation		
14	Certificate – A		
15	Proforma of Power of Attorney by the Joint venture/Consortium		
16	Consortium Agreement		
17	Handover Certificate		

6. Termination rights

In the following events the dark fibers leased to bidder shall be liable to get disconnected / disabled by MePTCL and MePTCL is the authorized agency to issue disconnection notice:

- a. The successful bidder transfers its rights to any other entity without prior intimation/approval of MePTCL, except allowed assignment.
- b. The successful bidder sublets MePTCL's Infrastructure Assets to any agency, whomsoever without the permission of MePTCL.
- c. The successful bidder damages MePTCL's system owing to malfunctioning/improper use/non-standard construction of the OFC and connected system of the consumers.
- d. The successful bidder uses the leased dark fibers for any illegal and unlawful activity.
- e. Rules and regulations implemented by Government of India / Government of Meghalaya / any regulation from time to time demands so.
- f. When the Grid condition so warrants.
- g. The successful bidder has engaged in corrupt or fraudulent practices.

6.1 Breach of contract:

If there is a breach of contract by any party and the breaching party fails to rectify the breach within 60 days on request of the other party, the agreement stands terminated to the extent of the breaching party, without prejudice to any other rights available to the non-breaching Party under this Agreement/ the said Agreement or law but shall survive and be binding on the other parties.

7. Inconsistency with law

This contract is subject to statutory regulations in force & if any provision of this contract is inconsistent with such regulation, the IAM agreement shall be modified accordingly. Such inconsistency is inclusive of any directions given by regulatory body/Government of India in present & in future. If any provision of this contract shall be held invalid, the remaining provisions hereof shall continue to be binding upon the Parties.

8. System protection & safety

Each party is responsible for the safe operation of its system & shall take all reasonable and

necessary steps in its operation and implementation of this contract & to ensure that its respective equipment and network does not endanger the safety or health of employees or contractor, agents or customer of other party, damage, interfere with or cause any deterioration in the operation of the other parties' network.

9 Notices

All notices required to be given under this contract shall be in writing and shall be addressed at the address indicated below or at such address as such party may indicate from time to time.

For MePTCL:

Chief Engineer (Transmission), MePTCL, Lumjingshai Shillong-793001

10 Additional Infrastructure to be added:

In the event that additional infrastructure asset is created other than those specified in Annexure I, the following may ensue:

- 10.1 Within the contractual period any Upcoming Network set by the MePTCL other than those in Annexure I shall be made available to the Successful Bidder in batches of minimum continuous 25 (Twenty Five) kms post testing the fibers on OTDR and LSPM, and an IAMA addendum for such links shall be signed within a period of 1-month post-handover and takeover of the subsequently deployed OPGW links on the same terms and conditions as the prevailing IAMA.
- 10.2 The value of Performance Guarantee to be submitted by the Bidder will be enhanced correspondingly for the increase/ addition of infrastructure assets. An additional Performance Bank Guarantee for the excess value over the original contract value shall be deposited by the Bidder.

Schedule 01 - Declaration

TENDER SPECIFICATION NO.:

Sub: Selection of Successful Bidder by MePTCL

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

I/We declare that our bid is strictly in line with Tender 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)

Ref: No. Date:

To,

The Chief Engineer (Transmission)

Meghalaya Power Transmission Corporation Limited,

Shillong Round Road: Lumjingshai: Shillong – 793001

SUBJECT: _____

REFERENCE:

We hereby acknowledge, agree and accept your RFP Reference No. [●] with under reference above with terms and conditions mentioned therein.

(Signature)

Designation_

Schedule 03 - Company Details

NAME OF THE BIDDER:		
Section-A		
1	Address of Registered Office	
2	Contact Personal	
3	Designation	
4	Residential Address	
5	Phone Nos (Official & Residential)	
6	Fax No.	
7	Telegraphic code	
Section-B		
1	Address of works	
2	Contact Personal	
3	Designation	
4	Residential Address	
5	Phone Nos. (Office and Residential)	
6	Fax No.	
7	Telegraphic code	
Section-C		
1	Bank Branch Details	
2	Bank Account Details	
3	Bank Beneficiary Name	
4	IFSC Code	
5	PAN Card No.	
6	GSTIN Code	

Schedule 04 - Proforma for Infrastructure Asset Management Agreement

(TO BE SUBMITTED SEPARATELY WITH THE TENDER)

Schedule 05 - Proforma for Performance Guarantee

ON RECENT STAMP PAPER OF INR. 100/-

To,

The Chief Engineer (Transmission)

BG. No. :

Meghalaya Power Transmission Corporation Limited,

Issuing Date :

Shillong Round Road: Lumjingshai: Shillong – 793001

Expiry Date :

Amount :

FORM OF BANKER'S UNDERTAKING

[For Execution of contracts & performance guarantee for warranty period]

We, Bank of _____ hereby agree

unequivocally and unconditionally to pay immediately on demand in writing from the **Meghalaya Power Transmission Corporation Limited**, or any Officer authorized by it in this behalf any amount up to and not exceeding `____ (in words) Rupees _____

to the said **Meghalaya Power Transmission Corporation Limited**, on behalf of _____

M/s___ entered into a contract specified below:

LOA No _____ Dated _____

This agreement shall be valid and binding on this Bank upto and inclusive of _____ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Successful Bidder's / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variation or alteration made, given, conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

“NOTWITHSTANDING” anything contained herein before, our liability under this guarantee is restricted to `_____. (Rupees

_____ Only). Our guarantee shall remain in force until _____ (Date of validity of the Guarantee).

Unless demands or claims under this Bank Guarantee are made to us in writing on or before __ (date should be 1 month after the above validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place: Date:

<p>Please mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.</p>	<p>Signature of the Bank's Authorized Signatory with Official Round Seal</p>
---	--

NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Banks, IDBI Bank
2. Private Sector Banks authorized by RBI to undertake the state Government Business, which are
(i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

Note: The banks shall be the Banks recognized / notified by the Finance Department, Government of Madhya Pradesh from time to time.

Schedule 06 - Proforma for Technical Eligibility

[On the letter head of Bidder]

To,

The Chief Engineer (Transmission)
Meghalaya Power Transmission Corporation Limited,
Shillong Round Road: Lumjingshai: Shillong – 793001

Dear Sir,

Sub: Response to **Tender No** _____ dated _____ [Insert date in dd/mm/yyyy for
Awarding Operating Partner for the Monetization of Fiber Infrastructure of MePTCL, we hereby
submit the below information

Total OPGW Route-Km Bid For = Existing <Route length> Km+ Upcoming (As per Annexure – 1)

Information on Licenses

Name of the Bidding Company	Type of Company (Whether Telco / ISP / Infrastructure Provider / or specify if any other	License/Registration Type and its number	License/Registration Valid till DD/MM/YYYY

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

In case the Bidder has applied for a valid license/registration and is in the process of receiving the same, the application copy shall be submitted by the Bidder.

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 or entity lending credentials to the bidder. 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 / Fibre Deployment Experience

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

Total OPGW/Fibre deployed in Km = _____. Km

Note:

- The Bidders shall be required to attach a Project completion certificate duly signed and stamped by the authority for whom the Project was undertaken. The Project completion certificate shall clearly mention the OPGW/Fibre Km that were deployed as part of the Project scope.
- In case the Bidder has any ongoing Project, the Bidder shall obtain a part-completion certificate from the authority for whom the project is undertaken. The part-completion certificate shall clearly mention the OPGW/Fibre-Km that were deployed as part of the Project.
- The Bidders shall provide a self-certification in case the OPGW deployment is undertaken by the Bidder itself or by the entity lending credentials to the Bidder. The self-certification shall be on the Company's letter head and shall bear the signature of the Authorized representative.

Schedule 07 - Proforma for Financial Eligibility
[On the letter head of Bidder]

To,

The Chief Engineer (Transmission)
 Meghalaya Power Transmission Corporation Limited,
 Shillong Round Road: Lumjingshai: Shillong – 793001

Dear Sir,

Sub: Response to **Tender No** _____ dated _____ *[Insert date in dd/mm/yyyy for*
 Awarding Operating Partner for the Monetization of Fiber Infrastructure of MePTCL

We certify that the Bidding Company /Member in a Bidding Consortium has a Annual Turnover and Net Worth based on Audited annual accounts for the financial year FY 2019-20/ FY 2020-21/FY 2021-22 / FY 2022-23. The details are as given below,

Name of the Bidder: _____

Sr.	Details	Financial	Amount ` In	Remarks
	Net-worth	FY -1		
		FY -2		
		FY -3		
	Annual Turnover	FY -1		
		FY -2		
		FY -3		

- A Company/Consortium of Companies/ would be required to submit annual audited accounts for the last three financial years viz. FY 19-20, FY 20-21, FY 21-22 and FY 22-23 along with a net worth certificate from a Chartered Accountant to demonstrate fulfilment of the criteria.
- If the Bid is submitted by a Consortium of Companies, then the financial requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them.
- Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth (as well as the methodology taken) duly certified by the Chartered Accountant.
- 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 08 - Proforma for Commercial Bid

To,

The Chief Engineer (Transmission)
Meghalaya Power Transmission Corporation Limited,
Shillong Round Road: Lumjingshai: Shillong – 793001

Dear Sir,

Sub: Response to **Tender No** _____ dated _____ *[Insert date in dd/mm/yyyy for*
Awarding Operating Partner for the Monetization of Fiber Infrastructure of MePTCL

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

Item	Unit	Value in Fig	Value in Words
Annual Charges	INR		
Billing share	In percentage (%)		
Taxes & Duties			

Signature of Authorized Representative Company

NAME: _____

STATUS: _____

Name of tendering Company

Schedule 09 - Latest Income Tax Clearance

LATEST INCOME-TAX CLEARANCE

CERTIFICATE

(TO BE SUBMITTED SEPARATELY WITH THE OFFER)

Schedule 10 – Details of Key Company Personnel

Name of the Bidder: _____

Sr. No.	Designation	Name (address)	Residence	Working Place

Signature of Authorized Representative Company

NAME: _____

STATUS:

Name of tendering Company

Schedule 11 – Memorandum of Articles

MEMORANDUM / ARTICLES OF ASSOCIATION OR CONSTITUTION OF FIRM WITH THE NAMES OF
PARTNERS / DIRECTORS.

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

Schedule 12 – Board Resolution

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

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

Schedule 13 – Confirmation

Reference: **Tender enquiry no:**
Due on date:

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

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

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

Seal of the Firm
Date:

Signature of the Authorized Representatives of the firm

Name:
Status:

Name of the Tendering Firm / Agency:

Schedule 14 – Certificate A

Tender for _____

Tender No. TR/ Due On:

Firms Letter Head

I/We _____ authorized signatory of
M/s _____ hereby certify that M/s. _____ is
not related with other firms who have submitted tenders for the same items under this inquiry /
Tender.

Seal of the Firm

Signature of the Tenderer

Place: `

With Designation.

Date:

**Schedule 15 – Proforma for Power of Attorney by the Joint Venture/Consortium
(Non-Judicial Stamp of INR.100/- duly notarized)**

KNOW ALL MEN BY THESE PRESENTS THAT WE PARTIES whose details are
Given hereunder:

1. M/s. _____ (A company incorporated in the companies Act 1956// A partnership Firm registered under the Indian partnership Act 1932/ Proprietary ship concern solely owned, controlled and managed by etc.) having its registered office at (Complete address)
2. ---do---
3. ---do---

have entered into a Joint venture/Consortium agreement for the purpose of securing the work of MePTCL vide tender notice No. _____ and having our Registered office/Head Office/ at (hereinafter called the Consortium/ Joint venture which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns).

We, the above said parties, through this power of attorney mutually agrees to hereby constitute, nominate and appoint M/s. -----

a Company _____ (name of leader) of _____ and having its registered/Head Office at, as our duly constituted lawful Attorney (hereinafter call “Attorney” or “Authorized Representative” or Partner In charge or Leader of Consortium/ Joint venture) to exercise all or any of the powers for and on behalf of the Consortium/ Joint venture Company Members in regards to Specification No: _____ the bids for which have been invited by STU Name., , (herein after referred to as MePTCL or the “Corporation”).

- I. To submit proposal and participate in the aforesaid bid specification of the Corporation on behalf the “Consortium/ Joint venture Members”.
- II. To negotiate with the Purchaser the terms and conditions for award of the contract pursuant to the aforesaid bid and to sign the Contract with the Corporation for and on behalf of the “Consortium / Joint venture Members”.
- 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 / Joint venture Members”.
- V. In the event of an order placed on M/s. -----
The work shall be executed by all the members as per Bidding Documents and as per the schedule hereunder:
The work of line/SS, to be executed by the Consortium/Joint venture members against order placed will be directly executed by the individual members/JVC to the MePTCL and in the event of making payments , against individual invoices/bills or otherwise, will make the payment directly in the bank account of above named joint venture company, duly registered thereby. MePTCL will issue necessary certificate/documents in the name of Joint Venture Company and/or the lead party, as per rules and regulations.
- VI. The Corporation may place only one order on the Leader of Consortium/ Joint venture incorporating the names of all the Consortium/ Joint venture Members and schedule of completion against each member, We, the members / parties confirm that commitments made and liabilities incurred by our Leader shall be binding on all the parties of the JVC duly formed (Consortium/ Joint venture Members) and all of us shall be jointly and severally responsible for the faithful execution of the contract and discharge the liabilities jointly and severally.
- VII. In the event of award of contract, we the Consortium/ Joint venture members shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and in accordance with

specifications and within the schedule time.

- VIII. The leader of Consortium/ Joint venture is hereby authorized to incur liabilities and receive instructions for and on behalf of any and all the consortium/ Joint venture members and entire execution of the contract.
- IX. In the event of any default in executing contract, that is in execution of work in accordance with specifications and within the schedule time by any Member/Members of Consortium/ Joint venture, the remaining other member / members shall accept the liability and execute the contract in full as provided in clause –vii of this agreement.
- X. We all the members of the consortium / Joint venture agree and undertake that in the event of any change in the constitution of any Consortium/ Joint venture Member the rights and obligations of the Consortium / Joint venture shall continue to be in full force without any effect thereof.
- XI. We, all the members of consortium / Joint venture undertake that we shall not cancel or amend this agreement unilaterally and without the consent of MePTCL and such consent will be obtained in writing. We also undertake that this agreement will be duly registered in any Registrar's office located in -----

It is already understood that the lead party /Leader shall ensure performance of the contract(s) and if one or more above said party (Member) fail to perform their respective portion of the Contract (s) the same shall be deemed to be a default by all the above said parties /JVC.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Warranty period in terms of the Contract.

All the parties/members of above said Joint venture company hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representative/Leader quotes in the bid, negotiates and signs the Contract/other necessary documents, with MePTCL and /or proposes to act on behalf of the Consortium / Joint venture company by virtue of this power of Attorney/Agreement and the same shall bind the said Joint venture company and its authorized representatives, as if done by itself.

IN WITNESS THEREOF the Members constituting the Consortium/ Joint venture 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/ Joint venture.

Attorney holder / Leader party (Signed, seal by the company)

1) Signature, Name, Designation & Seal of each Company/Parties 2)----- Do -----

3) -----Do -----

Signed and seal in the presence of witness. 1.

Signature

Name

Designation

Occupation

Signature

Name

Designation

Occupation

Schedule 16 – Consortium Agreement

On Recent ` 100/- stamp paper (Duly Notarized)

CONSORTIUM BETWEEN Name of lead member and Name of member for Tender Specification no. _____

This consortium is executed on this day of _____ (Two Thousand) between (Name of lead member) a company incorporated under the laws of Companies Act , 1956 India having its registered office at (Office Address of lead member) (herein after called the “ Lead Member ” which expression shall include its successors, executors and permitted assigns) and a name of members company incorporated under the laws of companies Act , 1956 India having its registered office at (Office Address of Member) (herein after called the “ Member ” which expression shall include its successors, executors and permitted assigns) for the purpose of bidding and entering into a contract against the specification for the work of _____ projects, in the event of an order placed on the lead member of the consortium by Meghalaya Power Transmission Corporation Limited, Shillong (herein after called the MePTCL/Authority) at Shillong.

WHEREAS the Authority invited bids as per the specification mentioned above for the said project.

The BID shall be signed by the lead member but it will be legally binding to the member also and they will be jointly and severally liable to perform the contract and all other obligations required for the successful execution of the project awarded to them.

NOW THIS CONSORTIUM WITNESSETS AS UNDER.

1. In consideration of the award of the contract by the Authority to the consortium members, we the members to the consortium do hereby declare and confirm that we shall jointly and severally be bound to the Authority for the successful performance of the contract and shall be fully responsible to complete the scope of work as specified in the Tender Specification mentioned above.
2. If the Authority suffers any loss or damage on account of any breach in the contract or any short comings in the performance guaranteed as per the specification in terms of the contract, the members of the consortium undertake to compensate loss or damages caused to the Authority on its demand.
3. The financial liability of the members of this consortium agreement to the Authority, with respect to any of the claim arising out of the performance or non-performance of the obligations set forth in the said agreement read in conjunction with the relevant condition of the contract shall, however, not to be limited in any respect so as to restrict or limit the liabilities of any of the members of this agreement.
4. It is expressly understood and agreed between the members of this consortium that the commitments made and the liabilities incurred by the lead member and the member shall be binding and shall be jointly and severally responsible for the faithful execution of the contract as per the contract terms.
5. The lead member will supply the required raw materials as mutually agreed upon from time to time the member of consortium for manufacturing of the tower material in time in case of turnkey project.
6. The consortium shall be construed and interpreted in accordance with the laws of India and the

courts of Shillong shall have exclusive jurisdiction in all matters arising there under.

7. We the consortium members do hereby agree that we shall be jointly and severally responsible for the work executed and lead member shall furnish any kind of guarantee/ security from a Bank in favor of the Authority in the form acceptable to them.
8. The members of the consortium will maintain the requisite documents/records as per the requirement of the respective law.
9. In the event of an order placed on the members of the consortium by any other Electricity Boards/ Corporations/Private Sectors the work of the Authority (If awarded), shall be executed by all the members of the consortium as per the terms & Conditions of the tender specification mentioned above.
10. The commitments made and the liabilities incurred by the lead members and the member shall be binding on both and shall be jointly and severally responsible for the faithful execution of the contract as per the contract terms of the Authority.
11. The member of the consortium after manufacturing the material will dispatch the same in time directly to the Authority or at the destination as may be intimated by the lead member.
12. It is further agreed that the consortium shall be irrevocable and shall be integral part of the contract. This consortium shall continue to be in force till the contract is fully executed.

IN WITNESS WHERE OF the members of this consortium have signed and affixed seals of their companies on the day, month and year mentioned above.

For Lead company
(Name of company)

For the member

Signature.....

Signature.....

Name:
Designation:
Seal of Co.

Name:
Designation:
Seal of Co.

WITNESS:

Common seal of Lead member
Has been affixed in my presence

Common seal of Member
Has been affixed in my presence

Signature _____
Name: _____
Designation: _____
Occupation: _____

Signature _____
Name: _____
Designation: _____
Occupation: _____

Schedule 17- Handover Certificate

[On the letter head of MePTCL]

To,
Successful Bidder

Dear Sir,

Sub: Response to Tender No_____dated _____[Insert date in dd/mm/yyyy for
Awarding Operating Partner for the Monetization of Fiber Infrastructure of MePTCL.

We handover the OPGW links as per the Annexure-4. Details of accepted links are detailed as below-

Sl.No	Link Name	Zone Name	OPGW/UG (Underground)	Voltage (KM)	Link Length (Kms)	At Offer Date
1						
2						
3						
4						
5						
6						
7						
8						

The result of all the OTDR Test, power meter & Laser Source of the OPGW links are found to be generally in line with technical specification of the fiber specified for the OPGW cable. Hence the offered links are accepted

Name of the Bidder:_____

Signature of Authorized Representative Company / Agency

Chief Engineer MePTCL:_____

Signature of Authorized Representative MePTCL

Annexure - 1

INFRASTRUCTURE ASSETS

Existing & under Stringing of OPGW Links of MEPTCL:

Sl. No	Name of Link	km	No of Fiber Pair	No of Fiber Pair to be leased
1	KHLIEHRIAT-MLHEP	27.00	12	8
2	KHLIEHRIAT-KHLIEHRIAT(PG)	5.08	12	8
3	KHLIEHRIAT-LUMSHNONG	25.19	12	8
4	NEHU -NEIGHRIMS	6.80	12	8
5	NEHU -MAWLAI	7.95	12	8
6	MAWLAI-MAWPHLANG	21.27	12	8
7	MAWPHLANG-NONGSTOIN	56.78	12	8
8	NONGSTOIN-NANGALBIBRA	57.71	12	8
9	NANGALBIBRA-RONGKHON	68.75	12	8
10	RONGKHON-AMPATI	32.77	12	8
11	MAWPHLANG-STAGE I	33.23	12	8
12	KHLIEHRIAT-MYNKRE	28.00	12	8
13	AMPATI-PHULBARI	49.00	12	8
14	MAWPHLANG-KILLING	129.39	12	8
15	MAWPHLANG-NEW SHILLONG		12	8
16	AGIA-MENDIPATHAR	27.00	6	3
17	MENDIPATHAR-NANGALBIBRA	65.15	6	3
TOTAL LENGTH		641.07		

Upcoming OPGW Link proposed under Reliable Communication Scheme of MEPTCL:

Sl. No	Name of Link	km	No of Fiber Pair	No of Fiber Pair to be leased
1	KILLING-EPIP I	13.0	12	8
2	KILLING - EPIP II	12.0	12	8
3	EPIP I - EPIP II	4.0	12	8
4	UMTRU - STAGE IV	32.0	12	8
5	STAGE III - STAGE IV	12.0	12	8
6	STAGE III - STAGE I	20.0	12	8
7	STAGE II - STAGE I	5.0	12	8
8	MAWPHLANG-CHERRA	32.0	12	8
9	MUSTEM-MAWLYNDEP	30.0	12	8
10	MAWLYNDEP - NEHU	16.0	12	8
11	KHLIEHRIAT - MUSTEM	18.0	12	8
12	UMIAM -NEHU	6.0	12	8
13	NEIGHRIMS - IIM	8.0	12	8
14	UMIAM- STAGE-I	4.6	12	8
TOTAL LENGTH		212.6		

Annexure - 2

OTDR Test Report

OTDR TEST REPORT										
Contract No -										
Client :-					Testing Date					
Link Name:					Testing Locations					
Section length:					No of Splices					
Test Equipment: Optical Time Domain Reflectometer					No of Connectors					
OPGW Manufacturer:					Type of connector					
No of Fibers :					Total Optical cable length in Km					
Cable Type: G.652 D					Allowable Total Splice Loss in db/km					
Type of OTDR Specification	validity of calibration M/c	Wave Length	Max Attenuation of Fiber	Specified Loss	FODP to FODP					
IOR	Pulse Width									
Direction-A ()				Direction - B ()				Bidirectional Average Loss	Bidirectional Average Attenuation	Remarks
Fiber no	Total Distance for A	Total Loss in OTDR for A	Attenuation A	Fiber No	Total Distance for B	Total Loss in OTDR for B	Attenuation B	(Total loss in A+ Total Loss in B)/2 in dB	(Attenuation A + Attenuation B) / 2 in dB/Km	
Nos	Km	dB	db/Km	Nos	Km		db/Km	dB	dB/Km	
1				1						
2				2						
3				3						
4				4						
5				5						
6				6						
7				7						
8				8						
9				9						
10				10						

Remarks:

Tested by

LINK LOSS MEASUREMENT WITH LIGHT SOURCE & POWER METER (LSPM)						
Form – A2						
Fibre type & No.						
Span	From		To		Date of Testing:	
Link Destination	From		To		Link No:	
Test Instrument Details						
S.No	Description	Model No & calibration		Model No & calibration		
		Calibration date	Side A	Calibration date	Side B	
Light Source	Light Source					
Power meter	Power meter					

Test Output reference power level at 1550nm – (dB)						
No. of splices				Fibre length (Kms)		
Fibre No. and FMS port Nos.	Forward direction loss in dB	Return direction loss in dB	Average loss in dB	Average Loss in dB/Km	Result – Acceptable (Yes / No)	Remarks
1						
2						
3						
4						

Annexure - 3

Technical Particulars of Optic Fibre – OPGW Cable

1		Manufacturer's name & country	
2		Manufacturer's Type & design	
3		Type of OPGW	
4		Year of Installation	
5	(I)	Construction of OPGW	
		(a) No. of tubes	
		(b) Tube dia.	
		(c) Tube material	
		(d) No. of fibre/tube	
		(e) length of each fibre per KM of OPGW (Km)	
		(f) Filling compound	
	(ii)	Inner layer	
		(a) material	
		(b) no. of wires	
		(c) Diameter of wires	
		(d) Cross section	
	(iii)	Outer layer	
		(a) material	
		(b) no. of wires	
		(c) Diameter of wires	
		(d) Cross section	
6		Total cross sectional area	
7		Rated diameter	
8		Minimum ultimate tensile strength (KN)	
9		Maximum tensile strength (for normal operation in KN)	
10		D.C resistance at 20°C.(ohm/Km)	
11		Modulus of elasticity (Kg/mm ²)	
12		Coefficient of linear expansion (/°C)	
13		Maximum bending radius	
	(i)	Short term (mm)	
	(ii)	Long term (mm)	
14		Strain margin	
	(i)	Nominal (%)	
	(ii)	Maximum allowable (%)	
15		Minimum deflecting radius (mm)	
16		Maximum allowable temperature	
	(i)	Continuous (°C)	
	(ii)	For short circuit (°C)	
	(iii)	For lightning stroke(°C)	
17		Continuous current rating (A)	
18		Rated short time current (KA)	
19		Fault current distribution between the OPGW and the AAAC based on the following	
	(i)	Fault current (KA)	
	(ii)	OPGW current (KA)	
	(iii)	AAAC current (KA)	
	(iv)	Detailed calculations included in the bid	
20		Optical Wave Guides	
	(a)	(i) No. of optical fibres in the OPGW	
		(ii) Mode	
		(iii) Optimized wave length (nm)	

	(iv) Cut off wave length (nm)	
	(1) Measured in 20M OPGW+2M optical fibre λ	
	(2) Measured in 2M fibre section λ_C	
	(v) Maximum attenuation per Km at	
	(1) 1550nm	
	(2) 1300nm	
	(vi) Chromatic dispersion at	
	(1) Zero dispersion wavelength	
	(2) Dispersion Slope (S_0 at λ_0)	

Technical Particulars for Fibre Optic- Approach Cable

1	Manufacturer's name and country	
2	Manufacturer's type and design	
3	Cable type and model number	
4	Nominal overall diameter (mm)	
5	Optical waveguide fibres similar to fibres in OPGW	
6	No. of fibres in cable	
7	Strength member material	
8	Tensile strength (KN)	
9	Minimum bending radius (i) Short term (mm) (ii) Long term (mm)	
10	Outside jacket (i) Material (ii) Thickness (mm)	
11	Crush resistance (N/cm) At temperature ($^{\circ}\text{C}$)	
12	Method(s) utilized to prevent water migration	
13	Operating temperature range ($^{\circ}\text{C}$)	
14	Maximum variation in optical attenuation within the operating temperature in range (15 above) (i) At 1550nm (db/km) (ii) At 1300nm (db/km)	
15	Cable life expectancy	
16	Atmospheric and sunlight degradation after (years)	
17	Flexing over 100cycle +/- 90 with bending radius (mm)	
18	Torsional strength (degree/m)	
19	Impact resistance at (joules) Temperature of ($^{\circ}\text{C}$)	
20	Cold bend test (1800arc) at room temperature Of ($^{\circ}\text{C}$) & mandrel diameter Of (mm) and No. of cycles	
21	Co-efficient of expansion (cm/cm $^{\circ}\text{C}$)	
22	Co-efficient of friction in PVC tile duct With low friction lining Without low friction lining	
23	Abrasion resistant (Yes/No)	
24	Suitable for laying in duct/direct burial/for both	
25	Length markers on cable in (m) unit length of	
26	Rodent attacks additive provided	
27	Details of armoring provided	
28	Length of cable in a drum (km)	

29	Mass of cable (kg/km)	
30	Drum diameter (m)	
31	Drum width (m)	
32	Shipping mass (kg)	

Annexure - 4

Details of handed over links from MePTCL to Successful Bidder as per Schedule-18.

Sl.	OPGW Link Name	Route Km	Handover Date	Condition (OK/Not Ok)	Bidder Acceptance (Yes/No)	Successful Bidder Signature

Schedule 04 - Proforma for Infrastructure Asset Management Agreement (IAMA)

THIS Agreement is made on this of 20__ at _____

3. BETWEEN

MePTCL having its office at Shillong (hereinafter referred to as “STU/ Authority”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns.

4. AND

.....a company incorporated under the Indian Companies Act, 1956/2013 having its registered office at(hereinafter referred to as “Successful Bidder” which term and expression shall mean and include its subsidiaries, affiliates, successors and assigns),

STU and the Successful Bidder have been individually referred to as the “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS

- (a) (STU) had invited Expression of Interest *vide* No. [●] for ‘[●]’.
- (b) Successful Bidder has submitted its bid dated bearing no. [●] (hereinafter referred to as the ‘Offer’) and has represented to the MePTCL that it has the required capability and technical expertise for the operation, maintenance, and customer lifecycle management of STU’s Infrastructure Facility in accordance with the proposal as set out in its Tender and in accordance with the terms and conditions of the Expression of Interest (EoI) and this Agreement.
- (c) On the bid offer submitted by Successful Bidder, STU has selected the Successful Bidder and has agreed to provide services as are represented and included in the Tender, the Schedules attached hereto and in accordance with the terms of the Tender, and in terms of negotiations and clarifications in relation to the implementation of the scope of work accepted by STU and as further provided in this Infrastructure Assets Management (IAM) Agreement.

- (d) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Tender Documents, unless expressly defined hereinunder this Agreement.

- 1.1. “Authority” shall mean the <State Transmission Utility name> <STU base city> or any of its subsidiaries and shall include its legal representatives, successors and assigns
- 1.2. “Annual Charges shall have the meaning as given under Article 9 of this Agreement.
- 1.3. “Billing Share” shall have the meaning as ascribed to it under Article 9 of this Agreement
- 1.4. “Communication Service Providers” shall mean licensees of telecom service network under relevant guidelines issued by the Department of Telecommunications, Government of India.
- 1.5. “Confidential Information” shall mean any information exchanged by either Party under the terms of this Agreement, and as stated in detail under Article 20 of this Agreement
- 1.6. “Default Cure Period” shall have the meaning as ascribed to it under Article 16 of this Agreement
- 1.7. “DOT” shall mean the Department of Telecommunications, established by the Government of India as a department of the Ministry of Communications.
- 1.8. “Force Majeure Notice” shall have the meaning provided to it under Article 18 of this Agreement.
- 1.9. “Indemnifying Party” shall have the meaning as given under Article 19 of this Agreement
- 1.10. “Indemnified Party” shall have the meaning as given under Article 19 of this Agreement
- 1.11. “Infrastructure Assets” shall mean the OPGW links which have been tested as per OTDR & LSPM Reports, meeting requisite technical standards, and have been listed in **Schedule-1 to this Agreement.**
- 1.12. “IP-1 License” shall mean license of Infrastructure Providers Category I, which licensees can establish and maintain the assets such as Dark Fibres, Right of Way, Duct Space and Tower for the purpose to grant on lease/rent/sale basis to the licensees of Telecom Services licensed under Section 4 of Indian Telegraph Act, 1885 on mutually agreed terms and conditions.
- 1.13. “LSPM” shall mean Light Source and Power Meter technique, to be used for testing as stated under the provisions of this Agreement.
- 1.14. “OTDR” shall mean Optical Time Distance Reflectometer (OTDR) which will be used as a technical test as stated under the terms of this Agreement.

- 1.15. “Project” shall mean the same as [entire operations, maintenance, sales and marketing, monetization, and any other supplemental or ancillary task pertaining to the aforesaid in respect of the Infrastructure Assets].
- 1.16. Termination Notice shall have the meaning given to it under Article 16 of this Agreement.
- 1.17. “Upcoming network” shall mean the OPGW links which achieve COD after the IAM Agreement signing date

2. Interpretation

2.1. In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- (f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (g) any reference to day shall mean a reference to a calendar day;
- (h) references to a “business day” shall be construed as a reference to a day (other than a Sunday) on which banks in the State are generally open for business;
- (i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (j) references to any date or period shall mean and include such date or period as may be extended pursuant to this Agreement;

- (k) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (l) the words importing singular shall include plural and vice versa;
- (m) references to any gender shall include the other and the neutral gender;
- (n) “indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (o) references to the “winding-up”, “dissolution”, “insolvency” or “reorganization” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- (p) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of STU hereunder or pursuant hereto in any manner whatsoever;
- (q) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;
- (r) the Schedules and Recitals to this Agreement, if any, form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement; and
- (s) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears.

2.2. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

- 2.3. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning.
- 2.4. Priority of agreements, clauses and schedules: This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:
- (a) this Agreement; and
 - (b) all other agreements and documents forming part hereof or referred to herein;
 - (c) i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.
- 2.5. Subject to the provisions of Article 2.4, in case of ambiguities or discrepancies within this Agreement, the following shall apply:
- (a) between two or more Clauses of this Agreement, the provisions of a specific Article relevant to the issue under consideration shall prevail over those in other Clauses;
 - (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
 - (c) between any two Schedules, the Schedule relevant to the issue shall prevail;
 - (d) between any value written in numerals and that in words, the latter shall prevail.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
- (a) STU's Letter of Award dated....., File No.....
 - (b) Tender Pre bid clarifications dated []
 - (c) Tender Document no. XXX dated [] , along with any or all Annexures and Appendices thereto.
- In the event of any ambiguity or conflict between provisions contained in the documents listed above, the order of precedence shall be the order in which the documents are listed above, provided that the terms of this Agreement shall take precedence over all other documents as listed above.*

4. **TERM**

This Agreement shall be valid for 20 (twenty) years from the date of its execution. The Parties may, at their option, decide to extend the period of validity of the Agreement on mutually agreed terms and conditions.

5. **SCOPE OF WORK OF SUCCESSFUL BIDDER**

5.1. Operation and Maintenance Activities:

- (a) The Successful Bidder shall be responsible for the operation and maintenance of the OPGW Fibre Infrastructure Assets, including colocations, passive and terminal equipment if any and shall be granted the right of access to all parts of the Infrastructure Assets, to the extent the

same is required for proper operation, maintenance, performance of repair activities pertaining to the Infrastructure Assets, and to properly carry out its Scope of Work as intended under this Agreement.

- (b) The Successful Bidder shall maintain the entire Optical Fiber Cable Network provided to them by the STU in proper condition by keeping the overall section loss (end of life) within the permissible limit of 0.35 dB per Km (at 1550 nm) across the term of this agreement. The splice loss shall have to be less than 0.02 dB for joints / tapping.
- (c) Successful Bidder shall perform the services and carry out its obligations with due diligence and efficiency, in accordance with generally accepted techniques and practices used in MePTCL and with professional engineering and training / consulting standard recognized by national / international professional bodies and shall observe sound management practice. It shall deploy appropriate advanced technology and safe and effective methods.
- (d) The Successful Bidder shall ensure that all the assets are kept free from encumbrances and maintained with all safety aspects as per CEA Regulations. The successful bidder shall ensure that the data and communication links of MePTCL are in no way affected. The bidder shall maintain data and communication link with the SLDC or RLDC as the case may be and adhere to its directions for operation of the assets and any shutdown activity for planned maintenance, emergency should be done in concurrence with the SLDC. On occurrence of any Force Majeure event, the Successful Bidder shall inform SLDC immediately and adhere to instructions received from them.
- (e) The Successful Bidder shall be responsible for maintaining the entire Infrastructure Assets (both the leased pairs as well as the pairs utilized by MePTCL) in accordance with best practices and relevant rules & regulations of the CEA, CERC and DoT. MePTCL can conduct monitoring of the same.
- (f) Successful Bidder agrees with the STU for honouring all aspects of fair-trade practices in executing the work order placed by the STU post tender of particular task on mutually agreed terms.
- (g) Successful Bidder shall facilitate colocation of Customers equipment in STU premises post NOC provided by STU on mutually agreed terms and on reciprocal basis.
- (h) Successful Bidder shall facilitate the required AC / DC Power supply etc. for Customer equipment in STU premises on mutually agreed terms and on reciprocal basis. STU will give NOC to tap AC supply from existing SS auxiliary transformer.

- (i) The Successful Bidder shall be responsible for maintaining at least ninety-nine (99%) percent of monthly uptime link wise for MePTCL for the Infrastructure Assets and shall be liable to pay a penalty as per Article 5.5 in case of non-compliance.
- (j) Findings from periodic maintenance activity will be communicated to MePTCL on timely basis.
- (k) The STU shall enter into a tripartite agreement for monetization of the Infrastructure Assets with telecom service providers, and the Successful Bidder. The roles of the Successful Bidder shall be, inter-alia, managing the customer SLAs, and ensuring the maintenance of the links being monetized by the MePTCL and billing on behalf of MePTCL
- (l) The Successful Bidder shall carry out operation and maintenance of entire Infrastructure Assets with mutually agreed SLA with MePTCL. Further, the Successful Bidder shall maintain SLAs for any existing customers of the Infrastructure Asset, if already existing at the time of signing of this Agreement, and shall be responsible for corresponding penalties in the event of non-adherence.
- (m) Successful Bidder shall be accountable for any damage caused to the Infrastructure Assets of MePTCL due to any direct action of the Successful Bidder. Successful Bidder shall compensate for losses, if any, and the value of damages shall be computed mutually by MePTCL and the Successful Bidder .
- (n) The successful bidder shall be required to upgrade the existing OPGW network to a higher capacity upto a scope of 200 route km within the contractual period based on business demand to address the capacity constraints. The business demand shall be decided when the 75% of the particular OPGW route section capacity has been exhausted. The same shall be done after securing necessary approvals from MePTCL and entirely at the cost of successful bidder.
- (o) Besides to above mentioned clause, Successful Bidder shall have the right to seek further augmentation of the fibre capacity of existing/subsequently deployed OPGW links subject to technical feasibility of the same and mutual consent of MePTCL. The same shall be done after securing necessary approvals from MePTCL and entirely at the cost of MePTCL.
- (p) In case of any last-mile installation within the Sub-Station premises, or for colocation services for infrastructure assets not handed over at the time of execution of this Agreement, necessary approvals/NOC shall be taken from MePTCL before commencement of work.
- (q) The development and financing of any colocations or last-mile installation shall be the responsibility of the Successful Bidder, and the Successful Bidder shall retain ownership in such case.
- (r) For the sake of abundant clarity, any extension/Replacement of OPGW network other than those at (n) above will be undertaken at the cost of STU.

- (s) Routine & Preventive Maintenance will be carried out by the Successful Bidder half yearly so that the Infrastructure Assets remains in the healthy condition of non-live network. Maintenance activities such as pullback issues, or replacement of mid span losses or burnt OPGW post HOTO shall be performed as per the mutually agreed terms and conditions by Successful Bidder.
- (t) Successful Bidder shall restore the OPGW faults/ faulty links within agreed SLAs timelines

Network Component	Maximum Time to Respond	Mean Time to Resolve
MePTCL Dark Fiber Network	30 Minutes	c) 6 hours in case where there is no alternate link/connectivity
		d) 20 hours in case where alternate link/connectivity is available

If the problem is resolved within the MTTR (6 hours/20 hours) in a section, the MTTR will not be considered as outage time. If the outage is beyond 6 hours/20 hours in a month in a particular section, the interruption time beyond 6 hours/20 hours will be treated as outage time in that section for a month.

Outage attributable to the Successful Bidder, beyond this restoration time (reporting time + permissible rectification time) shall be to the account of Successful Bidder and is liable to be penalized.

- (u) The Successful Bidder shall seek approvals for any kind of installation from respective authorities of the MePTCL.
- (v) The Successful Bidder shall restore faults as per SLA (Service Level Agreement) in accordance with industry standards for mission critical services. SLA shall be calculated for the duration between the opening & closing the docket. STU reserves the right to impose penalty for any SLA violation as per Article 5.5.
- (w) While undertaking trenching work utmost care should be taken by Successful Bidder, so that the existing underground / overhead infrastructure whether cables/utilities/lines etc. are not damaged. In case a damage should occur to the existing cables/utilities/lines, it shall be promptly restored with the help of STU's maintenance team or on behalf of Successful Bidder at the Successful bidder cost.
- (x) Successful Bidder shall take necessary steps to maintain basic hygiene, surveillance of Optical Fiber Cables / Duct routes and manholes. They shall patrol the routes frequently & follow up with concerned authorities for remedial measures.
- (y) The Successful Bidder is to ensure the proper record of all events, activity and store transactions for verifications and submit a quarterly Report to MePTCL. The purpose of the

report is to summarize the activities performed during the reporting period. The report shall provide the information on the performance of the services and describes the current status of the network. The report will show the trends in the OPGW network. By analyzing the reporting data, the successful bidder and MePTCL will focus on the areas where further improvement is needed. In case of emergency/outages, the details of the fault and the clearance information shall be submitted to MePTCL within seven (07) working days.

- (z) Successful Bidder shall also closely liaise with the local authorities to update itself with the proposed works that may be executed by STU along the cable routes in the near future.
- (aa) Any planned / preventive maintenance activity shall be done with 48 hours advance notice and only be taken up after prior written approval of STU with ARR Off request.

Successful Bidder shall take adequate safety precautions while working in public roads/ streets/ areas. Where a road or footpath is to be opened up in the course of work, special care should be taken to see that proper protection is provided to prevent any accidents from occurring. In case any shifting or change in alignment of the already laid Optic Fiber Cables/ other communication cables/ is necessitated in public interest, due to widening of roads/construction of flyovers or public buildings or any other infrastructure development work, Successful Bidder shall be bound to shift the Optical Fiber Cables within the period specified by the respective authority. STU shall facilitate approval for Successful Bidder to the alternate route proposed.

- 5.2. The responsibility of the Successful Bidder will be to undertake all sales and marketing activities required to maximise the monetisation potential of the OPGW assets of MePTCL.
- 5.3. Further, the successful bidder will generate business leads and shortlist customers for the OPGW Fiber and related Infrastructure as the exclusive ‘Operating partner’ of the MePTCL.
- 5.4. The STU, in its capacity as the owner of the Infrastructure Assets and being registered as an Infrastructure Provider-1 with the Department of Telecommunications, Government of India, will monetise the Infrastructure Assets directly by engaging Communication Service Providers.
 - (a) The agreement for such monetisation will be a Tripartite arrangement, with the STU, the Successful Bidder (in its capacity of an Operating Partner of the MePTCL) and the customer being a party to the said Agreement.
 - (b) The obligations of the Successful Bidder under such tripartite arrangement will primarily be as follows:
 - i. Provide Colocation services to communication service providers as need be to host telecom support infrastructure along with uninterrupted power supply and back-up power. Such provision of space could be either inside SPV substation or within secured premises owned by SPV
 - ii. Provide Last mile infrastructure as need be

- iii. Govern the entire Billing & Collection cycle on behalf of MePTCL
 - iv. Shall remain responsible for uptime of the OPGW Assets leased to communication service providers and should ensure no or minimum interference to SPV communication related equipment or communication systems
 - v. Shall remain responsible for maintenance of SLA timelines.
- (c) The Successful Bidder shall have the sole right to select operational partners, channel partners & customers, and implement relevant payment terms and conditions, setup and generate billing system for MePTCL and drive optimal collection process to ensure the best returns for the MePTCL.

5.5. Penalty:

- (a) In case the Successful Bidder is not able to make the Fixed Annual Charges as specified at Article 11.1, penalty @ Maximum of SBI Prime Lending Rate + 2% pa proportional to the no. of days of delay from the due date will be charged extra. In case of default on payment after THREE months from payment due date, MePTCL shall have the option to terminate the contract.
- (b) Penalty would be levied on the Successful Bidder on non-achievement of the SLAs for consecutive 3 (three) months link-wise. Imposition of the penalty shall be based on the violation of uptime in the OPGW network maintained by the Successful Bidder. Successful Bidder shall be granted liberty to put forth its justification towards non-achievement of SLAs. However the final decision on the matter rests with MePTCL.
- (c) Successful Bidder shall maintain the SLA with quarterly uptime of at-least ninety-nine (99%) percent link-wise of the OPGW network of MePTCL on a 24 hour daily basis.
- (d) No penalty shall be levied on the Successful Bidder in case of non-compliance of uptime mentioned in Article 5.5 (b) is due to a Force Majeure event or any cause not attributable to the Successful Bidder (e.g., OPGW Disruption due to O&M carried out by STU for Transmission towers and lines, Non-availability of PTW/Permit-to-Work etc.).
- (e) Successful Bidder is liable to be penalised for all outages other than those specified at (d) above
- (f) Overall penalty to the Successful Bidder as per table given below shall be subject to payment by the Successful Bidder on a quarterly basis.
- (g) Penalty of not maintaining the uptime of at-least ninety-nine (99%) percent for consecutive 3 (three) months, link wise shall be paid by the Bidder as per the below table.

	Penalty (INR) Per month per 1 Km				
Uptime Per 1 Km	100-99%	98.99%-98%	97.99%-97%	96.66%-95%	<95%

INR	-	600	1000	1400	2000
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(h) The OPGW link uptime will be calculated quarterly, and link wise connecting one sub-station to another. However, the penalty as contemplated under this Article 5.5(g) shall be capped at 50% of Revenue loss to the STU per quarter of a calendar year, when calculated on a cumulative basis.

5.6. Right of Successful Bidder on upcoming network:

5.6.1 The Successful Bidder shall be granted the exclusive right as an ‘Operating partner’, on the OPGW links at Schedule 1 (existing and upcoming links) of STU after the execution date of this Agreement.

5. 5.6.2 **Additional Infrastructure to be added:**

6. In the event that additional infrastructure asset is created other than those specified in Schedule I, the following may ensue:

7. (a) Within the contractual period any Upcoming Network set by the MePTCL **other than those in Schedule I** shall be made available to the Successful Bidder in batches post testing the fibres on OTDR and LSPM, and an IAMA addendum for such links shall be signed within a period of 1-month post-handover and takeover of the subsequently deployed OPGW links on the same terms and conditions as the prevailing IAMA.

(b) The value of Performance Guarantee to be submitted by the Bidder will be enhanced correspondingly for the increase/ addition of infrastructure assets. An additional Performance Security amounting to 10% (ten percent) of the asset worth, for the excess value over the original contract value shall be deposited by the Bidder.

6. **STU SCOPE OF WORK:**

6.1. MePTCL shall ensure that Infrastructure Assets offered under this Agreement are in good condition (as per specifications stated in the Schedule- 2) at the time of handover to the Successful Bidder.

6.2. Out of the total fibre capacity in the existing/upcoming OPGW network of MePTCL, 8 core, 4 pairs fibres shall be reserved for internal use of MePTCL for SCADA Communication and the remaining shall be made available to the Successful Bidder. However, should MePTCL require more fibres for its own use, the Successful Bidder is to handover the same to MePTCL without demur and at no cost to MePTCL.

6.3. MePTCL shall endeavour to provide the desired floor space/shelter in the sub-station premises for installation of Terminal Equipment on chargeable basis. The Co-location charges towards space (approx. 300 sq feet) in the substation where the successful bidder keeps their active equipment, in cases where Colocation is constructed by the Successful Bidder in MePTCL’s premises, has to be paid to MePTCL in advance with 5% escalation after every three years. The minimum co-location charges per site to be paid in the first year is Rs. 1,50,000/- (Rupees One Lakh Fifty

Thousand) only exclusive of taxes per location per annum subject to the penalty clause imposed by MePTCL at Article 5.5(a).

- 6.4. The AC power supply required by the terminal equipment of the Successful Bidder at the MePTCL sub-stations shall be provided by MePTCL with NOC on chargeable basis through state discom from the sub-station auxiliary transformer tapping used for internal lighting as per metered usage and Distribution tariff
- 6.5. DC power supply at the colocation site shall be arranged by the successful bidder including maintenance of the same. Separate earthing system has to be arranged by the successful bidder within the colocation premises/site.
- 6.6. The necessary help, if required for maintenance of fibre, shall be provided by MePTCL such as obtaining line permit etc. In that case the Successful Bidder should give an advance intimation to the respective MePTCL officials.
- 6.7. Recent OTDR/LSPM reports dated within last three (03) months before the Letter of Award date) and fibre health check reports with latest OTDR shall be made available to the Successful Bidder at the time of issue of letter of Award. If the fibre condition is not as per standard specifications the same shall be repaired by MePTCL within three (03) months from date of signing of agreement. The handover of OPGW will be accepted by Successful Bidder at 0.20 DB per Km loss.
- 6.8. MePTCL shall allow the Successful Bidder to connect fibres to joint boxes along the OPGW route within and outside the sub-station premises or creation of JB (if required) at stipulated tower along the OPGW route. The development and finance of any such installation shall be the responsibility of the Successful Bidder at the tower site after prior approval of MePTCL. The Successful Bidder is to ensure that such installations in the towers do not affect the safety protocols of the towers and do not obstruct or cause a nuisance and interference/impede with the O&M works of MePTCL. Failure to correct the same shall entitle MePTCL to rescind its approval for installation of JB on a particular tower.
- 6.9. In case MePTCL due to load growth and/or other reasons re-designs/re-engineers/re-routes its transmission lines entailing re-designing/re-engineering/re-routing of the optical fibre cables on MePTCL's transmission lines, then MePTCL shall provide an alternate route/optic fibres. MePTCL shall give sufficient advance intimation of at least three (03) months to the Bidder and ensure smooth changeover so that non-availability of handed over OPGW links is avoided/minimized. MePTCL shall endeavor to ensure least disruption of services, so that there is minimal impact on the end customers.
- 6.10. Replacement of OPGW due to any permanent damage by natural calamities, including but not limited to floods, droughts, earthquakes and epidemics; or Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, and embargoes shall be the responsibility of MePTCL at any point during the term of the Agreement.

- 6.11. For sake of abundant clarity, the Successful Bidder will not be asked to spend any capex for augmenting/upgrading OPGW network owned by STU on the date of signing of IAM agreement.
- 6.12. The Infrastructure Assets shall be made available by the Authority to the Successful Bidder pursuant hereto free from all encumbrances and occupations and without the Successful Bidder being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Infrastructure Assets for the duration of the Term of this Agreement, except insofar as otherwise expressly provided in this Agreement.
- 6.13. The tripartite agreement with customers identified by the Successful bidder will be executed within 5 working days from the date of submission of the final draft agreement to the MePTCL.
- 6.14. Generate and Issue bills/invoices related to usage of OPGW Infra to customers based on the inputs and recommendations of the 'Sales desk' of the successful bidder.

7. RIGHT OF WAY AND APPLICABLE PERMITS:

- 7.1 The STU hereby grants to the Successful Bidder complete access to the Infrastructure Assets free of encumbrance, including access to the common areas, facilities as the Successful Bidder may so require, as long as such right to access is limited to the extent that it is required for operating and maintaining the Infrastructure Assets, and/ or providing services as stated under Article 5 of this Agreement. Such right to access shall also include right to carry out any surveys and investigations that the Successful Bidder may deem necessary to carry out their Scope of work under this Agreement, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey, investigations and tests carried out.
- 7.2 There shall be restricted entry to MePTCL premises. Identity cards for two of the personnel of the successful bidder shall be issued for the maintenance of their terminal equipment within the premises of MePTCL.

8. PERFORMANCE BANK GUARANTEE (PBG):

- 8.1 The Successful Bidder shall submit a PBG equal to INR 2,00,00,000/- (Rupees Two Crores only)
The successful Bidder shall submit the Performance Guarantee within 15 days from the date of issuance of Letter of Award (LoA). Extension of time for submission of beyond 15 days and up to 60 days from the date of issue of LoA may be given by MePTCL, who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 days, i.e. from 31st day after the date of issue of LoA.
- 8.2 The Performance Guarantee shall be released after the infrastructure assets has been handed back to MePTCL in good condition based on the 'completion certificate' issued by the competent authority (MePTCL) stating that the Successful Bidder has completed the handing over in all respects satisfactorily. The performance guarantee shall, however, be released only after the expiry of the defect liability period and after passing the final bill on 'No Claim Certificate' from

MePTCL. The Performance Guarantee will be discharged without any interest at the end of guarantee period.

9. CONSIDERATION PAYABLE BY AND TO SUCCESSFUL BIDDER:

- 9.1. **Annual Charges** - Fixed Annual Amount of Rs. [●] is payable to the MePTCL for total fibre pair Km route subjected to the penalty clause at Article 5.5.
- 9.2. **Billing Share** - Billing share of [●] % will be retained by the MePTCL and remaining balance [●]% is payable by the MePTCL to the Successful Bidder
This payment shall be applicable for Basic Billing (excluding GST and Taxes) generated from the handed over OPGW links to the Successful Bidder as stated in Schedule 1
- 9.3. Any Upcoming OPGW Network asset by the MePTCL **other than** those in Schedule I shall be handed over to the Successful Bidder subjected to Article 5.6.2 as the case may be. The other existing smaller links or the new build links once connected to the largest contiguous OPGW network shall be offered to the Successful Bidder as per Article 5.6.2.
- 9.4 Such Upcoming OPGW Network asset **other than** those in Schedule I shall be made available to the Successful Bidder in batches of minimum continuous 25 (Twenty Five) kms post testing the fibers on OTDR and LSPM, and an IAMA addendum for such links shall be signed within a period of 1-month post-handover and takeover of the subsequently deployed OPGW links on the same terms and conditions as the prevailing IAMA. In case MePTCL receive a better offer for these upcoming networks, then MePTCL shall have the right to accept the offer or the successful bidder may be asked to match the offer on the same

10. ESCROW ACCOUNT FOR CUSTOMER COLLECTION

- 10.1. The Successful Bidder and MePTCL shall set up an Escrow account with a Public sector bank, within 30 (thirty) business days of execution of this Agreement. All cash collections (Basic Billing amount + Applicable taxes) from the customers of Infrastructure Assets being monetised by the MePTCL in terms of this Agreement shall be received in this Escrow account.
- 10.2. Based on a pre-determined joint empowerment, the Bank governing the Escrow account will implement the Basic Billing share split as stated in the above-mentioned Article 9.2 on the total Basic Billing amount collected in each month, and disburse eligible amounts to both parties.
- 10.3. For abundant clarity, the amount paid by customers related to applicable GST/taxes on each Basic billing invoice amount will be credited fully to MePTCL by the Escrow account bank.

11. PAYMENT SCHEDULE:

- 11.1. Annual Charges shall be made by the Successful Bidder every year to MePTCL, within thirty (30) days from signing of Agreement for the first such payment to be made, and within 30 (thirty) days

of the start of the relevant financial year for the second payment onwards for the duration of the Agreement.

- 11.2. Annual Charges as quoted against the total bid scope of OPGW route length of 853.67 Km is payable on Pro-rata basis depending on the actual asset handover from MePTCL to the successful bidder from time to time.
- 11.3. In case the Successful Bidder is not able to make this payment within the given timelines, it will constitute a Successful Bidder's Event of Default, and shall be dealt with as per the terms of Article 5.5.
- 11.4. The MePTCL shall be entitled to a share of [] % of Basic Billing which strictly arise from the handed over OPGW assets to the MePTCL and remaining balance shall be payable to the successful bidder
- 11.5. The Successful Bidder will submit an Tax invoice to MePTCL corresponding to the eligible []% share of the Basic Billing amount for the previous month, within 5(five) working days of the following month.
- 11.6. Subsequently, the Escrow account Bank will be directed to disburse the respective eligible monthly amounts to MePTCL and successful bidder on or before 10th working day from the date of submission of invoice by the successful bidder.
- 11.7. The applicable GST/tax payable by STU on the Basic billing share payable to the successful bidder will be paid separately by the MePTCL on monthly basis. GST amount will be released after production of GST returns and proper GST invoices.
- 11.8. In case the MePTCL delays the monthly settlement of payment of eligible share of Basic Billing amount or the applicable GST/tax to the successful bidder for three consecutive months, the same shall amount to STU's event of default. In such a case a penalty of SBI Prime Lending Rate +2% p.a. will be imposed upon the amount payable by MePTCL. In case, the payment default continues even after three (03) more months, the Successful Bidder shall have the option to terminate the contract.
- 11.9. Penalties, if any, are to be invoiced and paid to the MePTCL as per penalty clause 5.5.

12. INSURANCE

MePTCL as owner of the Infrastructure Assets, shall effect and maintain at its own cost, during the Term of this Agreement, such OPGW asset insurance as may be required under Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice, and the Successful Bidder shall not be held liable for damages/ losses which are covered under such insurance policies taken out by the STU. In addition, the Successful Bidder will also maintain necessary and relevant insurances other than as taken out by the STU, at entirely its own cost and option for its scope of work.

13. HANDING OVER/TAKING OVER OF ASSETS:

- 13.1. At the time of execution of this Agreement, the STU shall hand over the Infrastructure Assets which are to be managed, operated and maintained by the Successful Bidder, as identified and stated under Schedule 1 of this Agreement, along with the following:
- a) OPGW specifications
 - b) KML files of OPGW and Transmission Network
 - c) OPGW Link details and names
 - d) Power Map of the TRANSCO Network
 - e) Latitude & Longitude of Towers
 - f) Number of Fibre strands available for License
 - g) Sub-Station Details
 - h) OTDR and LSPM
 - i) NOC for installation of colocations in sub-station
 - j) NOC for providing power supply from existing auxiliary transformer in sub-station
 - k) Information relating to the parameters (such as OTDR traces, Optical power meter readings etc.) of Optical Fiber Cable, Updated Route Plan with locations of Manholes etc.)
- 13.2. **Exit Management:**
- Within 60 (days) post the termination/ expiry of this Agreement, the Successful Bidder will supply to STU or its nominated agency the following:
- (a) Information relating to the status of current service rendered and data relating to the Infrastructure Assets; documentation and any other data or information, confidential or otherwise pertaining to such Infrastructure Assets, along with all current and updated project data as is reasonably required for purposes of due operation and maintenance of these assets.
 - (b) All other information (including but not limited to documents, records and agreements) relating to the operations to enable the STU and its nominated agencies, to carry out due diligence in order to transition the provision of infrastructure and services to STU or its nominated agencies, as the case maybe.
- 13.3 On expiry of the IAMA, the Successful Bidder is to ensure that the Infrastructure Assets are to be handed over to MePTCL in good and working condition. The Successful Bidder shall hand over the Optical Fiber Cable Network provided to them by STU in proper condition with the overall section loss and splice loss within the permissible limits.
14. **CHANGE OF SCOPE:**
- 14.1. The STU may, notwithstanding anything to the contrary contained in this Agreement, require the provision of deletion, addition and modification of works and services which are not included in the Scope of Work as contemplated by this Agreement (the “Change of Scope”). In the event of the STU determining that a Change of Scope is necessary, it shall issue to the Successful Bidder a notice specifying in reasonable detail the works and services contemplated there under (the “Change

of Scope Notice”). However, such change proposed by the STU shall come into effect only after obtaining of all necessary approvals and no-objection certificates from the concerned authorities and in accordance with the applicable laws.

- 14.2. The Successful Bidder shall, within 60 (sixty) days of receipt of such Change of Scope notice, either accept such Change of Scope with or without modifications, if any, and initiate proceedings therefore in accordance with this Article 14 as provided hereinunder, or inform the STU in writing of its reasons for not accepting such Change of Scope. In case the Successful Bidder refuses such Change of Scope for any reason, the STU shall then have the right to engage a third party / contractor for such changed work, scope or services as stated under the Change of Scope Notice.
- 14.3. If the Successful Bidder accepts such Change of Scope notice, the Successful Bidder shall, with due diligence, provide to the STU such information as is necessary, together with preliminary Documentation in support of:
 - (a) the impact, including any material adverse effect that it deems may arise, with reasonable justification and evidence, if any, which the Change of Scope is likely to have on the terms contained hereinunder this Agreement; and
 - (b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications.
- 14.4. If the Successful Bidder determines at any time that a Change of Scope is necessary for providing safer and improved services and Scope under this Agreement, it shall by notice in writing require the STU to consider such Change of Scope. The STU shall, within 60 (Sixty) days of receipt of such notice, either accept such Change of Scope with or without modifications, if any, and initiate proceedings therefore or inform the Successful Bidder in writing of its reasons for not accepting such Change of Scope.
- 14.5. Any works or services which are provided under and in accordance with this Article 14 shall form part of the Scope of work under this Agreement and the provisions of this Agreement shall apply mutatis mutandis to such works or services.

15. MUTUAL REPRESENTATIONS AND WARRANTIES:

- 15.1. Each Party represents and warrants to the other Party that:

It has the legal right, power and authority to enter into, deliver and perform this Agreement and any other documents executed by it pursuant to or in connection with the transactions contemplated under this Agreement. Subject to the applicable Laws, this Agreement, when executed, will constitute legal, valid and binding obligations on the Parties and is enforceable against the relevant Party in accordance with the terms of this Agreement.

 - (a) The execution, delivery and the performance by the Party of this Agreement and the obligations and transactions in relation to this Agreement will not (as applicable) breach or

constitute a default under the charter documents or result in a breach of, or constitute a default under, any agreement to which the relevant Party is a party or by which it is bound by, where such default, breach or non-compliance could impair the ability of the Parties to consummate the transactions contemplated herein or give any third party a right to terminate or modify, or result in the creation of any encumbrance under, any agreement, license or other instrument, or result in a violation or breach of or default under any applicable Law.

- (b) The relevant Party has obtained all consents, approvals, order or authorization of, or registration, qualification, designation, declaration or filing with any authority established under the applicable Law in connection with the execution, delivery and performance by each Party of this Agreement.

15.2. The STU represents and warrants to the Successful Bidder that:

- (a) it has all requisite approvals, consents and permission as required under Applicable Law to provide the Infrastructure Assets to the Successful Bidder in accordance with this Agreement.
- (b) it owns all Infrastructure Assets that is being provided to the successful bidder and shall continue to own the Infrastructure Assets throughout the Term of this Agreement; and
- (c) it has the rights in the infrastructure assets site and will continue to have throughout the Term of this Agreement, a right to provide access and construction by the Successful Bidder.

15.3 The Successful Bidder represents and warrants to the STU that:

- (a) it has all necessary approvals, requisites and permissions as required as per applicable laws to undertake operation and maintenance as well as for monetization of the Infrastructure Assets.
- (b) at any point of time during the tenure of the agreement it shall not assign sublet the assets/ transfer its rights to any other third person or entity without prior approval / permission of MePTCL
- (c) it will not incur damages to MePTCL's system owing to malfunctioning/improper use/non-standard construction of the OFC and connected system. Successful Bidder shall be accountable for any damage caused to the Infrastructure Assets of MePTCL due to any direct action of the Successful Bidder. Successful Bidder shall compensate for losses, if any and the value of damages shall be computed mutually by MePTCL and the Successful Bidder.
- (d) it will not use the Infrastructure Assets /dark fibers for any illegal and unlawful activity and do not engage in corrupt or fraudulent practices.
- (e) It will abide by the rules and regulations implemented by the Government of India/ Government of Meghalaya. Successful Bidder shall ensure that all the assets are kept free from encumbrances and maintained with all safety aspects as per CEA Regulations
- (f) It shall ensure that the data and communication links of MePTCL are in no way affected. The bidder shall maintain data and communication link with the SLDC or

RLDC as the case may be and adhere to its directions for operation of the assets and any shutdown activity for planned maintenance, emergency should be done in concurrence with the SLDC. On occurrence of any Force Majeure event, the Successful Bidder shall inform SLDC immediately and adhere to instructions received from them.

16. TERMINATION

16.1. This Agreement may be terminated by either party, in the following events (each an “**Event of Default**”) that:

- (a) In case one Party 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 such Party, or the Party 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; or
- (b) In case one Party fails to perform or otherwise breaches any of its payment obligations under Article 11 of this Agreement, and fails to cure such non-performance or breach after a written notice of 30 (Thirty) days; or
- (c) In case one Party’s requisite license, consents or statutory approvals are revoked by a governmental action, which affects such Party’s ability to enter into this arrangement and carry out their obligations under this Agreement; or
- (d) In case one Party materially breaches and fails to carry out their service obligations under Article 5, or Article 6 of this Agreement, as the case may be, for a consecutive period of 6 (Six) months.
- (e) Is in breach of its representations and warranties as stated under Article 15 of this Agreement.

16.2. In case of any of the aforementioned Event of Default by one Party, the non-defaulting Party shall give the defaulting Party prior written notice of 30 (thirty) days to cure such breach (“Default Cure Period”). Upon failure of the defaulting Party to rectify such default during the Default Cure Period, the non-defaulting Party may terminate this Agreement by giving a 30 (Thirty) days’ notice period, during which the defaulting Party can remedy the reason of such termination notice.

16.3. All amounts due and payable by either Party as on the date of the Termination Notice, shall remain valid, and be paid by such Party as stated under this Agreement.

16.4. In case this Agreement is terminated by the STU, in case of any Event of Default as stated under Article 16.1, the STU shall continue to perform its obligations towards the Communication Service Provider, under the executed tripartite agreement between the MePTCL, the Successful Bidder and such Communication Service Provider.

16.5. For the avoidance of doubt, this Agreement shall terminate on:

- (a) 60 days after the expiry of the Term; or
- (b) termination of the Agreement as per this Clause 16 by either Party.

17. DISPUTE RESOLUTION:

17.1. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute

17.2. In the event of any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”), then the Parties shall refer the dispute to their respective authorised representatives in this regard for resolution. If the authorised representatives are able to resolve the dispute, such resolution shall be reported in writing and shall be binding on the Parties. In the event the authorised representatives are unable to resolve the dispute within thirty (30) Business Days (or such other period as the Parties may agree upon) of referral, the Parties may elect to proceed to arbitration pursuant to Article 17.3.

17.3. If the Parties fail to resolve a dispute arising under this Agreement pursuant to Article 17.2, the Parties may submit the dispute to arbitration, such dispute shall be referred to arbitration by an arbitration tribunal consisting of three (3) arbitrators. Each party shall appoint one Arbitrator within 30 (Thirty) days of the receipt of request for settlement of dispute by Arbitration. The two appointed Arbitrators shall within 30 (Thirty) days of their appointment, appoint a third Arbitrator who shall act as presiding Arbitrator. In case the party fails to appoint an Arbitrator within 30 (Thirty) days from the date of receipt of request or the two appointed Arbitrator fails to agree on third Arbitrator within 30 days of their appointment, the appointment of Arbitrator, as the case may be, shall be made in accordance with the Indian Arbitration and Conciliation Act, 1996. The language of such arbitration shall be in English, with the seat of arbitration at Shillong , India. The award of the Tribunal shall be binding on both Parties.

17.4. The fees and expenses of the arbitrator shall be borne by the Party initiating such arbitration. All other expenses and costs of the arbitration proceeding shall be the responsibility of the Party incurring such expenses and costs.

18. FORCE MAJEURE

The failure or occurrence of a delay in performance of any obligation by either Party to the Agreement shall constitute a force majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards, the failure to perform obligations has occurred. Any failure or lapse on the part of Successful Bidder in performing any obligation as is necessary, prudent and proper to remedy the damage due to

projected force majeure events or to mitigate the damage that may be caused due to force majeure events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

- 18.1. Neither Party will be liable for any failure or delay in performing an obligation under this Contract/Bidding Documents that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, Thunder Strike, Floods, accident, riots, war, terrorist act, epidemic, lockdowns due to a pandemic (including the Covid-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, provided that either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes (“Force Majeure Notice”).
- 18.2. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
- 18.3. The Successful Bidder or the MePTCL shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.
- 18.4. If a Force Majeure Event subsists for a continuous period of 24 (twenty four) months, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, as provided in Article 16, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 30 (Thirty) days’ time to make a representation and may after the expiry of such 30 (Thirty) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

19. **INDEMNITY:**

- 19.1. Each Party shall indemnify, save, and hold harmless (**“Indemnifying Party”**) the other Party (**“Indemnified Party”**), its directors, employees and agents against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Indemnifying Party, or its employees, agents, contractors pursuant to the terms of this Agreement.
- 19.2. The indemnification rights under this Agreement are independent of, and in addition to, such other rights and remedies the Parties may have under this Agreement, or under applicable Law, in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, and such rights and remedies shall not be affected or diminished hereby.

- 19.3. Notwithstanding anything contrary in the Agreement, neither Party shall be liable to the other for any loss of profit, loss of business, loss of production, loss of contracts or for any indirect or other consequential loss or damage whatsoever that may be suffered by the other Party, except to the extent that such consequential loss or damage is attributable to gross negligence, deliberate default, fraud, fraudulent misrepresentation or wilful misconduct by the defaulting Party, its personnel, contractors or agents.
- 19.4. The aggregate liability of either Party, under or in connection with the Agreement, shall not exceed 100% (one hundred percent)] of the One-Time Fee + the Billing Share paid till such date.
20. **CONFIDENTIALITY:**
- 20.1. The Parties agree that they shall keep confidential and not disclose to any third party nor utilize for any purpose other than as contemplated under this Agreement, any and all information that they have received or may receive on account of entering into this Agreement and the transactions contemplated therein ("**Confidential Information**"). Each Party hereto agrees to safeguard all Confidential Information that is in the possession of such Party whether received from the other Party or not, against disclosure to any other Persons, and shall exercise at least the same degree of care with respect to such Confidential Information as that Party exercises with respect to its own confidential information which it does not want to be disclosed. For avoidance of doubt, it is clarified that each Party hereto shall treat the terms of this Agreement as Confidential Information for purposes of this Article 20.
- 20.2. The Parties agree that except as required to obtain any approvals, permissions, licenses or to otherwise comply with the applicable Laws, neither Party shall make public, or issue trade or press announcements regarding the transactions contemplated under this Agreement, or the terms and conditions of this Agreement, except at such time and in such form as may be agreed between the Parties. No publicity release or announcement concerning this Agreement, or the transactions contemplated under this Agreement shall be issued without advance written approval of the form and substance thereof by both the Parties.
- 20.3. Further, nothing contained in this Article 20 shall restrict disclosure of Confidential Information:
- (a) by a Party to such of its directors, employees, or professional advisers who need to know about such Confidential Information, subject to such persons being subject to the obligation of confidentiality substantially similar to those as applicable to the disclosing Party hereunder;
 - (b) to the extent that such Confidential Information is in the public domain other than by breach of this Agreement;
 - (c) to the extent that such Confidential Information is required to be disclosed by or under any applicable Law or required to be disclosed to any Governmental Authority in India; and
 - (d) to the extent that any information, materially similar to the Confidential Information, shall have been independently developed by any Party, without reference to any Information furnished by

any other Party hereto.

21. NOTICES

21.1. Any notice to be given to either of the Parties under this Agreement shall be given at:

In case of notices to the STU:

Kind Attention: Chief Engineer (Transmission)

Address: Meghalaya Power Transmission Corporation Ltd, Lum Jingshai, Shillong 793001

Phone No. :

Email :

In case of the Successful Bidder:

Kind Attention:

Address:

Phone No. :

Email :

21.2. Any notice and other communication provided for in this Agreement shall be in writing and shall be given by registered post/ handed over personally to representatives of the Parties hereto or sent by e-mail. Any notices to be given in terms hereof shall not be binding on the parties hereto if the same are given by way of e-mail communication unless followed by a formal communication, through registered post, airmail or courier. Any notice, instruction, demand or other communication is delivered or deemed to be delivered under this Agreement after 5 PM of any business day to a Party, it shall be deemed to have been delivered on the next business day.

21.3. All notices shall be deemed to have been validly given on: (i) the expiry of five days of the posting, if sent by registered post or by registered airmail; or (ii) the expiry of five days from transmission, if sent by recognized overnight courier posting; or (iii) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission; or (iv) the business date of receipt, if personally delivered.

21.4. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving not less than 15 (fifteen) days' prior written notice to the other Party.

22. CHANGE IN LAW:

22.1. "Change in Law" shall mean the occurrence of any of the following events which directly impacts the scope of work contemplated under this Agreement, after execution of this Agreement:

(a) the enactment of any new Indian law/Meghalaya State law ;

(b) the repeal, modification, or re-enactment of any existing Indian/State law;

(c) the commencement of any Indian/State law which has not entered into effect until the execution date of this Agreement;

- (d) a change in the interpretation or application of any Indian/State law by a judgment of the Supreme Court or the High Court of Meghalaya which has become final, conclusive, and binding, as compared to such interpretation or application by the Supreme court or the High Court of Meghalaya prior to the Bid Date; or
- (e) any change in the rates of any of the statutory taxes that have a direct effect on the Project;
- (f) Any Rules, Regulations, orders or rulings of CERC, SERC which have a material adverse impact on the scope of work for the successful bidder and MePTCL; or
- (g) introduction of a requirement for the Successful Bidder to obtain any new permits and approval, or any modification to the prevailing conditions prescribed for obtaining any permit or approval.

23. MISCELLANEOUS:

- 23.1. Governing Law and Jurisdiction: This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Shillong shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.
- 23.2. Non-Waiver: Except as expressly provided in this Agreement, no delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof or as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise hereunder. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof. Except as otherwise provided in this Agreement, the rights and remedies of each party under this Agreement are cumulative and are not exclusive of any rights or remedies which the party may otherwise have at law or in equity.
- 23.3. All documents pertaining to the Contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.
- 23.4. This Agreement is being executed in duplicate, each party shall retain one original copy of the Agreement.

IN WITNESS WHEREOF the Parties have by duly authorized Representatives set their respective hands and seal on the date first above Written in the presence of:

For Authority	For
Name.....	Name.....
Designation:	Designation:
Witness:	Witness:

(1)

(2)

Place: [●]

Place: [●]

Date:

Date.....

8. Schedule 1
INFRASTRUCTURE ASSETS

Sr. No	OPGW Link Name	Existing	Voltage	From Sub- Stati on	To-Substation	Route K m

9. Schedule 2
DETAILED MECHANICS FOR COMPUTING THE UPTIME AVAILABILITY.