



**ODISHA POWER TRANSMISSION CORPORATION LTD
OFFICE OF THE SENIOR GENERAL MANAGER,
CENTRAL PROCUREMENT CELL,
JANPATH, BHUBANESWAR – 751022**

TENDER SPECIFICATION

NO. SGM-CPC-e-Tender-Telecom-Fibre Leasing-44 /2020-21

**FOR
'Commercial Utilization of dark fiber of OPGW as deployed on
OPTCL's Transmission Network on lease basis
for a period of 5 (five) years'
(E tendering mode only)**

PART-I

- SECTION-I- INSTRUCTION TO TENDERERS
SECTION-II- GENERAL TERMS AND CONDITIONS OF CONTRACT
SECTION-III- LIST OF ANNEXURE
SECTION-IV- TECHNICAL SPECIFICATION.**

PART-II

PRICE BID

TIME LINE OF THE TENDER

1	Request for online tender documents	From Date 08.04.2021 (10.00 Hrs) To Date 29.04.2021 (12.30 Hrs)
2	Last date of submission of online tender	Dated 29.04.2021 (13.00 Hrs)
4	Date of opening of Tender	Dated 29.04.2021 (15.00 Hrs)



ODISHA POWER TRANSMISSION CORPORATION LTD.

REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,

ODISHA

e-TENDER NOTICE NO. CPC-44/ 2020-21

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, C.G.M, CPC invites Tenders from reputed TELECOM SERVICE PROVIDERS/OPERATORS in India in **single** part bidding system for Commercial Utilization of dark fiber of OPGW as deployed on OPTCL's Transmission Network on lease basis for a period of 5 (five) years.

The interested bidders would be required to enrol themselves on the tender portal www.tenderwizard.com/OPTCL. Complete set of bidding documents are available at www.tenderwizard.com/OPTCL from Dt. **08.04.2021 at 10.00 A.M to Dt.29.04.2021 at 12.30 P.M.** Interested bidders may visit OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL for detail specification.

N.B:-All subsequent addendums / corrigendum to the tender shall be hosted in the www.tenderwizard.com/OPTCL only.

CHIEF GENERAL MANAGER [CPC]



NOTICE INVITING TENDER
ODISHA POWER TRANSMISSION CORPORATION LTD.,
REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,
ODISHA, INDIA.

e-TENDER NOTICE NO-CPC- 44 /2020-21

For and on behalf of the ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites bids from reputed TELECOM SERVICE PROVIDERS/OPERATORS in India under **single** part bidding system in e- tendering mode only as per the following details.

Sl. No	Tender Specificati on No.	Description of work	Unit/ Quant ity	EMD (In Rs.)	Cost of Tender document (in Rs.)	Tender Processing Fee (Rs)	Last date of receipt & opening of tender
1.	SGM-CPC-e-Tender-Telecom-Fibre Leasing-44 /2020-21	COMMERCIAL UTILIZATION OF DARK FIBER OF OPGW AS DEPLOYED ON OPTCL'S TRANSMISSION NETWORK ON LEASE BASIS FOR A PERIOD OF 5 (FIVE) YEARS	1 Job	1% of the offered bid value per year.	12,000/- + GST @ 12%= 13,440/-	5000/- + GST @ 18%= 5900/-	Dated 29.04.2021 (13.00 Hrs) & Dated 29.04.2021 (15.00 Hrs)

The bidders can view the tender documents from Tender Portal free of cost.

TENDER COST:

The bidders who want to submit bids shall have to pay non-refundable amount Rs. 13,440/- (Rupees Thirteen thousand four hundred forty) only including GST @ 12%) towards the tender cost, in the form of Demand draft/Pay order/Cash only, drawn in favour of the D.D.O Head Qrs, OPTCL, Bhubaneswar. They have to also submit notarized hard copy of GST registration certificate on or before the date & time of **opening** of techno-commercial bid (Part-I).

TENDER PROCESSING FEE:

The bidders shall have to submit non-refundable amount of Rs.5,900/- (Rupees Five thousand nine hundred) only including GST @ 18%) towards the tender processing fee to K.S.E.D.C.Ltd, in e-payment mode. The e-payment of above amount is to be made to enable the bidder to down load the bid proposal sheets & bid document in electronic mode.

SUBMISSION OF TENDER COST, TENDER PROCESSING FEE & EMD:

The bidder shall deposit the tender cost, tender processing fee & EMD BG prior to last date & time for **opening** of techno-commercial bid (Part-I) as notified in tender notice.

The demand draft/pay order for tender cost, processing fees are to be submitted along with the EMD at the office of the undersigned on or before the last date & time of **opening of technical bid (Part-I).**

The bidders shall scan the Demand Draft/Pay order/ Bank guarantee, towards EMD and upload the same in the prescribed form in .gif or .jpg format in addition to sending the original as stated above.

The prospective bidders are advised to register their user ID, Password, company ID from website www.tenderwizard.com/OPTCL by clicking on hyper link “Register Me”.

Any clarifications regarding the scope of work and technical features of the tender can be had from the undersigned during office hours.

Exemption of EMD: Central Govt./State Govt. or their undertakings are exempted from submission of EMD on participation of the tender.

Minimum qualification criteria of bidders: AS STIPULATED IN SECTION-II, PART-I (G.T.C.C) OF THE TENDER SPECIFICATION. Any clarifications regarding the tender, can be had from the undersigned during office hours.

N.B:-All subsequent addendums / corrigendum to the tender shall be hosted in [www.tenderwizard.com/ OPTCL](http://www.tenderwizard.com/OPTCL) only. Interested Bidders are requested to visit e-tender portal for update information of tender (Corrigendum/addendum etc.).

Chief General Manager, CPC

OPTCL, Bhubaneswar

(e-mail: sgm.cpc@optcl.co.in)

Telephone No.: 0674-2541801

ODISHA POWER TRANSMISSION CORPORATION LTD.
OFFICE OF THE CHIEF GENERAL MANAGER
CENTRAL PROCUREMENT CELL

JANAPATH, BHUBANESWAR – 751022

TENDER SPECIFICATION
NO. SGM-CPC–e-Tender-Telecom–Fibre Leasing-44 /2020-21

CONTAINING

PART – I

- SECTION – I : INSTRUCTION TO TENDERERS**
- SECTION – II : GENERAL TERMS AND CONDITIONS OF
CONTRACT (G.T.C.C.) (COMMERCIAL)**
- SECTION – III : LIST OF ANNEXURES**
- SECTION – IV : TECHNICAL SPECIFICATION**

PART – II PRICE BID.

PART – I.
SECTION – I.
INSTRUCTIONS TO TENDERERS

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2.	Division of Specification.	02
3.	Tenders shall be in single part.	
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P A R T - I
S E C T I O N - I
INSTRUCTIONS TO TENDERER

1. Submission of Bids:-

The bidder shall submit the bid in Electronic Mode only i.e www.tenderwizard.com/OPTCL. The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice. Bids submitted by telex/telegram will not be accepted. No request from any bidder to the OPTCL to collect the Bids in physical form will be entertained by the OPTCL.

The OPTCL reserves the right to reject any bid, which is not deposited according to the instruction, stipulated above. The participants to the tender should be registered under GST Laws.

- i. For all the users it is mandatory to procure the Digital Signatures of Class-III.
- ii. Contractors / Vendors / Bidders / Suppliers are requested to follow the below steps for **Registration**:
 - a. Click “Register”, fill the online registration form.
 - b. Pay the amount of **Rs. 2360/-** through e-payment/DD in favour of K S E D C Ltd Payable at Bangalore.
 - c. Send the acknowledgment copy for verification.
 - d. As soon as the verification is being done the e-tender user id will be enabled.
- iii. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.
- iv. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
 - a. Insert the PKI (which consist of your Digital Signature Certificate) in your System.
(Note: Make sure that necessary software of PKI be installed in your system).
 - b. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
 - c. Go to Start > Programs > Internet Explorer.
 - d. Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
 - e. Enter e-tender User Id and Password, click on “Go”.
 - f. Click on “Click here to login” for selecting the Digital Signature Certificate.
 - g. Select the Certificate and enter DSC Password.
 - h. Re-enter the e-Procurement User Id Password
- v. To make a request for Tender Document Bidders will have to follow below mentioned steps.

- Click “Un Applied” to view / apply for new tenders.
 - Click on Request icon for online request.
- vi. After making the request Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps:
- Click to view the tender documents which are received by the user.
 - Tender document screen appears.
 - Click “Click here to download” to download the documents.
- vii. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
- Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
 - Note down / take a print of bid control number once it displayed on the screen
- viii. Tender Opening event can be viewed online.
- ix. Competitors bid sheets are available in the website for all.
- x. **For any e-tendering assistant contact help desk number mentioned below.**
- Bangalore – 080- 40482000.
- The participants to the tender should be registered under GST Laws.

2. Division of Specification.

The specification is mainly divided into **following sections**.

[i] Section-I	Instruction to Tenderers.
[ii] Section-II	General Terms & conditions of contract.
[iii] Section-III	Schedules and forms etc.
[iv] Section-IV	Technical Specification.

Schedule of prices as per Annexure-V

3. Tenders shall be in single Part.

The Tenderers are required to submit the tenders in **single** part.

4. Opening of Bids.

[a] The part-I shall be opened on the date and time fixed by the OPTCL for opening of bids in Electronic mode in presence of such of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender who opt remain present. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed 7 days’ time for such activity.

[b] The bidders are required to furnish sufficient information to the employer to establish their qualification. Such information shall include details of bidder’s

experience, its financial, managerial and technical capabilities.

- [c] The price bids of the technically and otherwise acceptable bids shall only be evaluated as per the norms applicable in terms of this Specification.

5. **Employer's Right Regarding Alteration of Quantities Tendered.**

The Employer may alter the quantities of dark Fibre to be leased at the time of placing orders. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders.

6. **Procedure and opening time of tenders.**

Tenders will be opened in the office of the Senior General Manager [CPC] electronically, on the specified date and time in presence of the Tenderers or their authorized representatives [limited to one person only] in case of each bidder who may desire to be present, at the time of opening the bids.

7. **Purchaser's right to accept/reject bids:**

The purchaser reserves the right to reject any or all the tenders without assigning any reasons what so ever if it is in the interest of OPTCL, under the existing circumstances.

8. **Mode of submission of Tenders.**

[A] Tenders shall be submitted in electronic mode only. (www.tenderwizard.com/OPTCL)

[B] **Telegraphic or FAX tenders** shall not be accepted under any circumstances.

9. **Earnest money deposit:**

The tender shall be accompanied by Earnest Money deposit of value specified in the notice inviting tenders against each lot / bid. Tenders without the required EMD will be rejected out rightly. (Central Govt/State Govt or their undertaking are exempted from submission of EMD on participation of the tender)

The earnest money deposit shall be furnished in one of the following forms subject to the conditions mentioned below:

- (a) **Cash:-** Payable to drawing & disbursing Officer, OPTCL (Hd.qrs. Office), Bhubaneswar - 751022
- (b) **Bank Draft:** -To be drawn in favour of Drawing & Disbursing Officer, OPTCL [H.Qrs.Office], Bhubaneswar-751 022.
- (c) Bank Guarantee from any Nationalized/Scheduled Bank strictly as per enclosed proforma vide **Annexure-VI** to be executed on non-judicial stamp paper worth Rs.29.00 or as applicable, as per prevailing laws in force and also to be accompanied by the confirmation letter of the issuing Bank Branch.

NOTE:

- (i). The validity of the EMD in the form of Bank Guarantee shall be at least for 240 days from the date of opening of tender failing which the tender will be liable for rejection.
- (ii) No interest shall be paid on the Earnest Money Deposit.
- (iii) E.M.D. in shape of cash may be submitted up to Rs. 25,000/- (Rupees Twenty-five Thousand) only. Above Rs. 25,000/- (Rupees Twenty-five thousand) the Earnest Money Deposit shall be furnished in any one of the forms indicated above (i.e. Through Bank Draft, Bank Guarantee/ National Savings Certificate).
- (iv) No adjustment towards EMD shall be permitted against any outstanding amount with the

ODISHA POWER TRANSMISSION CORPORATION LTD.

- (v) The chart showing particulars of EMD to be furnished by Tenderers of different categories is placed at **Annexure-VI**.
- (vi) In the case of un- successful tenderer, the EMD will be refunded after the tender is decided. In the case of successful Tenderer, this will be refunded only after furnishing of security money referred to at clause-12 of Section-II.
- (vii) Suits, if any, arising out of this clause shall be filed in a Court of law to which the jurisdiction of High Court of ODISHA extends.
- (vii) EMD will be forfeited if the tenderer fails to accept the letter of intent and/or **work** order issued in his favour or fails to execute the order, placed on them.
- (viii) Tenders not accompanied by Earnest Money shall be disqualified. **(Central Govt/State Govt or their undertaking are exempted from submission of EMD on participation of the tender)**

10. Validity of the Bids: -

The tenders should be kept valid for a period of **180** days from the date of opening of the tender, failing which the tenders will be rejected.

11. Revision of tender price by Bidders: -

- [a] After opening of tenders and within the validity of period, no reduction or enhancement in price will be entertained.
- [b] After opening of price bid if the validity period is not sufficient to place purchase order, the tenderer may be asked by the purchaser to extend the validity period of the bid under the same terms and condition as per the original tender.

However, the tender are free to change any or all conditions including price of their bids at their own risk, if they are asked by the purchaser to extend the validity period of the bid prior to opening of price bid.

12. Tenderers to be fully conversant with the clauses of the Specification: -

Tenderers are expected to be fully conversant with the meaning of all the clauses of the specification before submitting their tenders. In case of doubt regarding the meaning of any clause, the tenderer may seek clarification in writing from the Chief General Manager (CPC) OPTCL. This, however, does not entitle the Tenderer to ask for time beyond due date, fixed for receipt of tender.

13. Documents to Accompany Bids.

Tenderers are required to submit tenders in the following manner:

Tender shall Contain the following documents.

- [i] Declaration Form. [As per Annexure-I]
- [ii] Earnest Money. [As per **Annexure-VIII**], Tender Cost, as applicable.
- [iii] **Copy of Certificate of Incorporation/ Company Registration**
- [iv] **Copy of Memorandum of Association and Articles of Association of Company or Consortium of Companies.**
- [v] Abstract of Terms & conditions in prescribed proforma as per **Annexure-II**.
- [vi] General Terms & Conditions of offer as per Section-II of the Specification.
- [vii] **Copy of Registration certificate for Internet Service provider (ISP) License/ Telecom License/ National Long Distance(NLD) permission/ clearance from the concerned Licensing Authority i.e. Dept of Telecom, Govt. of India.**

- [viii] Data on past experience in relevant field of the Specification.
- [ix] GST Compliance Rating. The GST Identification Number(GSTIN) under GST Laws and permanent account number [PAN] of the firm under Income tax Act are required.
- [x] Audited Balance sheet & profit loss accounts of the bidder, for past (3) three years.
- [xi] **Purpose of utilization of leased fibres.**
- [xii] Deviation schedule.
- [xiii] The bidder should not have any pending litigation or arbitration with OPTCL with regard to any project or related activity. The bidder should certify/declare the same in unequivocal terms by way of an affidavit duly sworn before a magistrate/notary.

14. Documents/Papers to accompany Price Bid.

- (i) Schedule of prices in the prescribed proforma

15. Conditional Offer:

Conditional offer shall not be accepted.

16. General: -

- (i) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Tenderer.
- (ii) Notice inviting tender shall form part of this specification.
- (iii) The price bids of the technically and otherwise acceptable bids shall only be evaluated. The EMD of others, if any, shall be returned to the bidders.
- (iv) It should be distinctly understood that the **price bid** of the bid shall contain only details/documents relating to price. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.

17. Litigation/Arbitration

(i)- Bidder has to furnish detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of litigation by or against the bidder may result in rejection of bid.

(ii) The bidder should not have any pending litigation or arbitration with OPTCL with regard to any project or related activity. The bidder should certify/declare the same in unequivocal terms by way of an affidavit duly sworn before a magistrate or notary. Bid furnished by the bidder shall not be eligible for consideration if it is not accompanied by the affidavit. Further, the bid/LOA/LOI shall liable for outright rejection/cancellation at any stage if any information contrary to the affidavit/declaration is detected.

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SECTION – II.

GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]

<u>Clause.</u>	<u>Title.</u>
1.	Scope of the contract.
2.	Definition of terms.
3.	General Eligibility Condition.
4.	Language and measures.
5.	Deviation from Specification.
6.	Right to reject/accept any tender.
7,	Bidders to inform himself fully.
8.	Contract Period.
9.	Price during the contract period.
10.	Force Majeure.
11.	Bank Guarantee towards Security Deposit,
12	Different slabs of FibreKm.
13.	Upset Price of Fibre.
14.	Minimum quantity of fibreKm that one bidder has to bid.
15.	Evaluation and price determination.
16.	NOA/signing of contract
17.	Advance payment and Payment Terms and conditions
18.	Rent for provision of space and facilities.
19.	Payment Due from the Lessee.
20.	Rating under Goods and Services Tax and Balance sheet and profit & Loss Account
21.	Certificate of exemption from Goods & Services Tax.
22.	Validity.
23.	Eligibility Criteria of the Bidders.
24.	Severability
25.	Lessee's Event of Default.
26.	Jurisdiction of the High Court of Odisha.
27.	Correspondences.
28.	Official Address for communication.
29.	Documents to be treated as confidential.

PART-I

SECTION-II

GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]

1. **Scope of the contract:**

Commercial Utilization of dark fiber of OPGW as deployed on OPTCL'S Transmission Network throughout the state of Odisha on lease basis for a period of 5 years as per the terms & conditions laid down in this specification.

2.0 **Definition of terms:**

For the purpose of this specification and General Terms and Conditions of contract [GTCC], the following words shall have the meanings hereby indicated, except where otherwise described or defined.

- 2.1 "The LESSOR" shall mean the CHIEF GENERAL MANAGER, TELECOM for and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.
- 2.2 "The Engineer" shall mean the Engineer appointed by the LESSOR' for the purpose of this contract.
- 2.3 "Lessee"/ "Successful Bidder" shall mean the Bidder whose bid has been accepted by the Lessor for '**Commercial Utilization of dark fibre of OPGW as deployed on OPTCL'S Transmission Network on lease basis**' and shall include the bidder's executives, administrators, successors and permitted assignees. It shall have the same meaning as Successful Bidder/ Party.
- 2.3.1 "Bidder" shall mean bidding company or a Bidding Consortium or Joint Venture (JV). Any reference to the Bidder includes Bidding Company/Bidding Consortium/Joint Venture (JV).
- 2.3.2 "Handed over Links" shall mean the OPGW links (as listed in Annexure-I and Annexure-II) owned by OPTCL handed to the Lessee on lease basis initially for a period of 5 years.
- 2.4 "Contract Price" shall mean the sum named in or calculated the bid.
- 2.5 "General Condition" shall mean these General Terms and Conditions of Contract.
- 2.6 "The Specification" shall mean both the technical as well as commercial parts of the specification annexed to or issued with GTCC and shall include the schedules and drawings, attached thereto as well as all samples and pattern, if any.
- 2.7 "Month" shall mean "Calendar month".
- 2.8 "Writing" shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.
- 2.11 "Basic Price (Taxable value for Goods & Services) at the point of destination) shall mean the price quoted by the bidder for services at the consignee's site.
- 2.12 The term "Contract document" shall mean and include GTCC, specifications, schedules, drawings, form of tender, Notice Inviting Tender, covering letter,

schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.

- 2.13 Notice of Award of Contract” or “NOA”/ ”Letter of Award” or ”LOA” shall mean the official notice issued by the Lessor notifying the Successful Bidder/ party that his bid has been accepted.
- 2.14 “Order” shall mean the official letter issued by the Lessor to Lessee informing the acceptance of the bid for the lease period of 5 years.
- 2.15 “Year” and “Month” shall mean the calendar year and month. ‘Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each.
- 2.16 “Week” shall mean continuous period of seven (7) days.
- 2.17 “Writing” shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 2.18 When the words ‘Approved’, ‘Subject to Approval’, ‘Satisfactory’, ‘Equal to’, ‘Proper’, ‘Requested’, ‘As Directed’, ‘Where Directed’, ‘When Directed’, ‘Determined by’, ‘Accepted’, ‘Permitted’, or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Lessor.
- 2.19 “Bid” shall mean the Eligibility requirements and Commercial Bid submitted by the Bidder, in response to this BID, in accordance with the terms and conditions thereof.
- 2.20 “Bid Deadline” shall mean the last date and time for submission of BID in response to this BID as specified in the important dates of BID - Information.
- 3.21 “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 .
- 3.22 “Codes” shall mean the following including the latest amendments and/or replacements, if any:
Electricity Act 2003 and its subsequent amendments and Rules & Regulations made there under.
- 3.23 Words imparting ‘Person’ shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
- 3.24 **“FibreKm” shall mean number of fibre multiplied by length in Km. and unit fibreKm shall mean unit fibre per kilometre.**

3. General Eligibility Conditions

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

- 3.1.1 Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable and having valid ISP/UL/NLD license are eligible to bid.
- 3.1.2 Registered Partnership Firms, Limited Liability Companies (LLCs), Limited Liability Partnerships (LLPs) may be allowed.

4. **Language and measures:**

All documents pertaining to the contract including specifications, schedule, notices, correspondence, 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 this contract.

5. **Deviation from specification:**

It is in the interest of the tenderers to study the specification, specified in the tender schedule thoroughly before tendering so that, if any deviations are made by the Tenderers, (both commercial and Technical), the same are prominently brought out on a separate sheet under heading “Deviations Commercial” and “Deviations Technical”.

A list of deviations shall be enclosed with the tender. Unless deviations in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the tenderer has accepted all the conditions, stipulated in the tender specification, notwithstanding any exemptions mentioned therein.

6. **Right to reject/accept any tender:**

The Lessor reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the OPTCL. The Lessor has exclusive right to alter the quantities of fibre kilometer to be leased at the time of placing final work order. It may be clearly understood by the Tenderer that the Lessor need not assign any reason for any of the above action [s].

7. **Bidders to inform himself fully:**

The Bidder shall examine the instructions to tenderers, general conditions of contract, specification and the schedules to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price [s] according to his own views on these matters and understand that **no additional allowances except as otherwise provided there in will be admissible**. The employer shall not be responsible for any misunderstanding or incorrect information, obtained by the bidder other than the information given to the bidder in writing by the employer.

8. **Contract Period:** The contract period for such lease is 5 years. After completion of the contract period of 5 years, the contract period may be extended for a further period of one year depending upon the Lessee’s contractual obligation and on mutual understanding basis.

9. **Price during the contract Period:**

The fibre leasing price shall be firm (evaluated bid price) for the first two years and there shall be an increase in the price @5% every year after two years of the commencement of the contract.

10. **Force Majeure:**

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

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

Provided either party shall within Ten (10) days from the occurrence of such a cause notify the other in writing of such causes.

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

11. **B.G. towards security deposit:**

- [i] A performance Bank Guarantee as per the proforma enclosed for 100% of the total Contract value for a quarter (3 Months) of the yearly contract price (Taxable Value plus GST thereon), which will remain valid for more than two months from the expiry of the contract period i.e, 62 months from the date of the contract agreement. The BG shall remain valid for 2 years initially and the same to be re-validated from time to time to cover the entire contract period of 5 years. The Bank Guarantee of required amount shall be furnished in our standard Bank Guarantee format (enclosed herewith) towards Security, Payment and Performance from any Nationalized/ Scheduled Bank on non-judicial stamp paper worth of Rs. 29.00 (Rupees Twenty Nine) only or as applicable as per prevalent rules.

The B.G. shall be furnished to Chief General Manager [Telecommunication] OPTCL, Bhubaneswar-751022 within 15(Fifteen) days from the date of issue of NOA (Notification of Award). Validation of BG shall be made well before expiry of the validity of BG. The said Bank Guarantee should be accompanied by a confirmation letter from the concerned issuing Bank & should have provision for encashment at Bhubaneswar before the B.G. is accepted and all concerned intimated.

- [ii] No interest is payable on any kind of Bank Guarantee.

- [iii] In case of non-fulfillment of contractual obligation, as required in the detailed purchase order/Specification, the composite Bank guarantee shall be forfeited.

12. Different slabs of FibreKm

There are Four different slabs of FibreKM (Unit fibre per kilometer) for leasing purpose. Bidders are required to bid as per their desired slab. The different slabs of FibreKm are as follows:

Slab	<i>Fibre Km</i>
1	100 to 500
2	501 to 1000
3	1001 to 2000
4	2001 and above

13. Upset price of Fibre:

The upset price per FibreKm/year is fixed for different slabs as follows.

Slab	<i>Fibre Km</i>	<i>Upset price per FibreKm/year</i>
1	100 to 500	Rs. 4111.00
2	501 to 1000	Rs. 3947.00
3	1001 to 2000	Rs. 3782.00
4	2001 and above	Rs. 3618.00

The bidders are required to bid at least at the upset price prescribed above and the bids with a price less than this specified upset price shall not be entertained and shall stand rejected. The bidders are required to choose their suitable slab as per their requirement to bid.

14. Minimum quantity of fibreKm that one bidder has to bid:

Minimum quantity of fibreKm one bidder has to bid is fixed as 100 Km. However all bids intending to take less than 100 Km, the minimum quantity, shall be treated as 100 fibreKm and such successful bidders have to pay for the lease amount for 100 fibreKm.

15. EVALUATION AND DETERMINATION OF PRICE.

- (i) Bidders are required to bid against the slab of fibre as per their requirement.
- (ii) The highest unit price per FibreKm per year (H-1 price) against each slab of fibre shall be treated as the highest evaluated bid price for that slab of fibre. Hence there shall be four H-1 prices for four different slab of fibre.
- (iii) All the successful participant bidders coming under a particular slab of fibre, shall be required to match their bid price at such evaluated H-1 price.
- (iv) In case of more bidders are intending to hire fibre for a particular link and there are no adequate dark fibres, then the bidders bidding for the higher slab with a bid of higher quantity of FibreKM shall be allotted first.

16. Notification of Award and Signing of Contract

- 16.1 The Lessor will notify the successful bidder through a Notification of Award and this Notification of award shall have to be accepted within 7 (Seven) days from the date of issue of the same.
- 16.2 If the Notification of award is not accepted within stipulated time period, the Lessor has the right to cancel the bidder.
- 16.3 Upon acceptance of this Notification of Award, the successful bidder shall enter into a contract agreement with the Lessor and will make payment as per clause-17 (Payment terms) and 12. (BG against Security Security).

17. Payment Terms and conditions:

- 17.1 Monthly payments may be made by the Lessee within the 20th day of the succeeding month. The necessary invoice for the preceding month shall be raised by OPTCL within 10th day of the succeeding month.
- 17.2 100% Payments including taxes shall be made by the Lessee to OPTCL in the form of Demand Draft in favour of Odisha Power Transmission corporation Limited (OPTCL) payable at Bhubaneswar or through NEFT/ RTGS transfer for which Bank details of OPTCL shall be provided to the Lessee.
- 17.3 Failure of payments beyond 1 (one) month shall not be permitted and the contract agreement shall be terminated with the forfeiture of the BG against security.
- 17.4 Any imposition of new tax or revision of tax shall have to be paid/reimbursed at the time quarterly payment.

18. Rent for provision of space and facilities:

(a) The terminal equipment required for providing the Telecommunication service shall be installed by the LESSEE. OPTCL shall provide suitable space and power supply wherever possible inside Control/ carrier room. The rent for space & facility for each location shall be @ 5,000/- per month with 10% enhancement every two years. No manpower shall be posted by the Lessee at such station on regular basis.

(b) A separate rent contract shall be made after signing of lease contract agreement, which shall be a part of this leasing business. The amount to be paid @5,000.00/- per month (with bi-annual increment of 10%) is fixed for open-space on rent for all OPGW connected sub-stations of OPTCL. This payment shall be made separately on signing of Rent-contract agreement for individual space on rent.

19. Payment Due from the Lessee

All costs of damages, for which the lessee is liable to the Lessor, will be deducted by the Lessor from any money, due to the Lessee, under any of the contract (s), executed with OPTCL.

20. Rating under Goods and Services Tax and Balance sheet and profit & Loss Account:

The following documents are to be submitted at the time of Tender Submission:

- i. Compliance rating under Goods and Services Tax for immediate preceding financial year.
- ii. Audited Balance Sheet and Profit & Loss Account of the bidder for the previous three years to assess the financial soundness of the bidder(s).
- iii. GST registration certificate and PAN Card Copy.
- iv. Tax holiday/exemption certificate under GST or any other Act.
- v. TDS exemption certificate under the Income Tax Act or any other act.

21. Certificate of Exemption from Goods and Services Tax.

Offers with exemption from Goods and Services Tax shall be accompanied with authenticated attested Photostat copy of exemption certificate. Any claim towards Goods and Services Tax shall be paid on actual basis subject to payment of GST by the Lessee.

22. Validity.

Prices and conditions contained in the offer should be kept valid for a minimum period of **180** days from the date of opening of the tender, failing which the tender shall be rejected.

23. Eligibility Criteria of the Bidders.

The Bidders shall possess a Telecom infrastructure provider registration (IP-I) or Telecom license such as Internet Service provider (ISP)/ National Long Distance(NLD) / Unified License(UL), etc., licensed under Section-4 of Indian Telegraph Act, 1885, from the Department of Telecommunication, Ministry of Communication, Govt. of India.

25. Severability:

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

26. Lessee's Event of Default

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

The conditions are as given below:

If the Lessee delays the payment of bills to Lessor i.e OPTCL within the given timelines, such a delay of payment shall be recognized as Lessee's event of default and OPTCL shall have the rights to terminate the contract right away forfeiting the Performance Security in form of Bank Guarantee. If the Lessee becomes voluntarily or involuntarily, the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of 30 (thirty) days.

OR

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

OR

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

If the Lessee repudiates this Agreement and does not rectify such breach within a period of 30 (thirty) days from a notice from OPTCL.

Occurrence of any other event which is specified in this Agreement to be a material breach/default of the Lessee.

27. Jurisdiction of the High Court of Odisha.

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.

Suits, if any, arising out of this contract shall be filed by either Party in a court of Law to which the jurisdiction of High court of Odisha extends.

28. Correspondences.

i) Any notice to the Lessee under the terms of the contract shall be served by Registered Post or by hand at the Lessee's Principal Place of Business.

ii) Any notice to the Lessor shall be served at the Lessor's Principal Office in the same manner.

29. Official Address for communication:

Chief General Manager,
Central Procurement Cell
ODISHA POWER TRANSMISSION CORPORATION LIMITED,
Bhubaneswar-751022, Odisha.
Telephone No. 0674-2541400
FAX No. 0674-2542964
e-mail: sgm.cpc@optcl.co.in

30. Documents to be treated as confidential.

The Lessee shall treat the details of the specification and other tender documents as private and confidential and these shall not be reproduced without written authorization from the Lessor.

PART-I

SECTION - III

LIST OF ANNEXURES (I TO XIII)

SECTION – III
[LIST OF ANNEXURES]

The following schedules and proforma are annexed to this specification and contained in Section-III as referred to in the relevant clauses.

1	Declaration form	ANNEXURE-I
2	Abstract of terms and conditions to accompany Section-II of Part-I	ANNEXURE-II
3	Schedule of Fibre intended to be leased by the bidder	ANNEXURE-III
4	Abstract of price component [to accompany Part-II of this specification]	ANNEXURE-IV
5	Schedule of prices to accompany Part-II	ANNEXURE-V
6	Performa of Bank Guarantee form for earnest money deposit	ANNEXURE-VI
7	Performa of Composite Bank Guarantee form for security deposit, payment and performance	ANNEXURE-VII
8	Chart showing particulars of E.M.D.	ANNEXURE – VIII
9	Data on Experience (Information on License)	ANNEXURE – IX
10	Deployment Experience.	ANNEXURE-X
11	(i) Schedule of deviations (Technical)	ANNEXURE-XI (A)
	(ii) Schedule of deviations (Commercial)	ANNEXURE-XI(B)
12	Litigation /Arbitration	ANNEXURE-XII
13	Form of power of attorney for consortium	ANNEXURE-XIII

ANNEXURE - I
DECLARATION FORM

To
The Chief General Manager (CPC)
OPTCL Head Qrs.BBSR,751022

Sub:- Tender Specification No-_____

- Sir,
1. Having examined the above specification together with terms & conditions referred to therein * I/We the undersigned hereby offer for Commercial Utilization of dark fiber of OPGW as deployed on OPTCL's Transmission Network on lease basis for a period of 5 (five) years covered therein complete in all respects as per the specification and General conditions, at the rates, entered in the attached contract schedule of prices in the Tender.
 2. * I/We hereby guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
 3. * I/We certify to have submitted the bid electronically by remitting *cash/money order/D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter/ money receipt No. _____ Dated, _____
 4. In the event of Tender, being decided in *my/our favour, * I/We agree to furnish the Composite B.G. in the manner, acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to *me/us as per **clause-12** of section-II of this specification within 15 days of issue of letter of intent/purchase order failing which *I/We clearly understand that the said letter of Intent/Purchase order will be liable to be withdrawn by the purchaser, and the EMD deposited by us shall be forfeited by OPTCL.

Signed this _____ day of _____ 2021

Yours faithfully

Signature of the Tenderer with seal of the company

[This form should be dully filled up by the tenderer and uploaded at the time of submission of tender.]

* (Strikeout whichever is not applicable).

ANNEXURE-II

ABSTRACT OF GENERAL TERMS AND CONDITIONS OF CONTRACT
[COMMERCIAL] TO ACCOMPANY PART-I

(To be filled up by the tenderer as indicated in the excel sheet for “Abstract of price component & other commercial terms”)

ANNEXURE-III

SCHEDULE OF FIBRE INTENDED TO BE LEASED BY THE BIDDER

SCHEDULE OF QUANTITY

LEASING OF DARK FIBERS ON OPTCL’s FIBER OPTIC NETWORK deployed on OPTCL’s Transmission Network						
Sl. No.	Description of the Link for which fibre lease is intended		No of Fibre required	Distance in Km	Total FibreKm	Remarks if any
1	Station from	Station To				
2						
3						
4						
5						

Signature of Tenderer

Name, Designation and Seal

ANNEXURE-IV

(To be filled up by the tenderer as indicated in the excel sheet)

NB:- Abstract of price component shall be done for the offer for fibre lease, if any.
All the above prices will be taken during bid price evaluation.

ANNEXURE-V.

SCHEDULE OF PRICES

TENDER SPECIFICATION No.

(To be filled up by the tenderer as indicated in the excel sheet)

1. The tenderer should fill up the price schedule properly in excel file in e-tender mode. The tender will be rejected, if the price bid is not submitted in accordance with the price schedule. No post tender correspondence will be entertained on break-up of prices. Also, the supplier should agree for delivery at the desired site.
2. The Tenderer shall give an undertaking in part-I of the bid that, entire implication of lower tax and input tax credit benefit have been fully passed on to the purchaser as per anti-profiteering and other provisions under GST Laws while quoting the tender price.
3. Conditional offers will not be acceptable.

Signature of Tenderer

Name, Designation and Seal

ANNEXURE-VI

[PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT]

(To be Stamped in accordance with Stamp Act and the Non-Judicial Stamp Paper of appropriate value should be in the name of Issuing Bank)

- a) **Ref No:**
- b) **Bank Guarantee No.**
- Date:**.....
- BG Amount:**.....
- Validity Period:**.....

This Guarantee Bond is executed this..... day of by us the..... Bank at , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has invited Tender vide e-NIT No..... Dated..... for the purpose of work under Package(s) No...../ purchase of ----- .

1. Now, therefore, in accordance with Notice Inviting Tender (e-NIT) No..... Dated of OPTCL, Ms/Shri.....Address..... Wish / wishes to participate in the said tender and as a Bank Guarantee for the sum of Rs..... [Rupees in **words**-----] valid for a period ofdays is required to be submitted by the bidder, as per Tender Specification, we the _____) [indicate the name, Address & Code of the bank] [hereinafter referred to as “Bank”] at the request of Ms/Shri..... [hereinafter referred to as “Bidder”] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period on written request by the <Tender Issuing Authority, CGM (CPC) ODISHA POWER TRANSMISSION CORPORATION Ltd. , Bhubaneswar an amount not exceeding Rs..... to OPTCL., without any reservation. The guarantee would remain valid up to [Date] and if any further extension to this is required, the same will be extended on receiving instruction from ----- on whose behalf this Bank Guarantee has been issued.

2. We, the _____ [indicate the name of the Bank, Address, Code] do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees in words.....)
3. We undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the bidder in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our

liability for payment thereunder and the bidder shall have no claim against us for making such payment.

4. We, the _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of _____ days [in words]..... (as per Tender Specification) and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of Issuing Bank> in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

5. We the _____ Bank further agree with OPTCL that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension granted to the Bidder or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

- 6 This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and/or of the Bidder.

- 7 We _____ [indicate the name of Bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing .

8. We, the _____ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at ----- Branch of **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.”

“ Notwithstanding anything contained herein”

- a) Our liability under the bank guarantee shall not exceed Rs.------(Rupees in words-----) only.

- b) This Bank guarantee shall be valid up to -----.

- c) We or our Branch at Bhubaneswar <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary’s advising bank (ICICI Bank Bhubaneswar, IFSC Code

ICIC0000061).

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

Signature
Full name
Designation
Power of Attorney No.
Date.....
Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)
Signature
Full name
(2)
Signature
Full name

N.B.:

1. Name of the Bidder:
2. BG No & Date :.....
3. Amount (In Rs.):.....
4. Validity up to :.....
5. E-NIT No.....
6. Package/Works No.....
7. Name, Address & Code of Issuing Bank:.....
8. Name, Address & Code Bhubaneswar Branch of the Issuing Bank:.....
9. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

Format for SFMS details

(The Unique Identifier for field 7037 is “OPTCL541405793”)

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	EMD
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	EMD
15	Reference/Description of the underlined tender/contract	Mandatory	NIT No

ANNEXURE-VII

[PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT

PAYMENT AND PERFORMANCE]

(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper of appropriate value should be in the name of the Issuing Bank.)

- c) **Ref No:-**
- d) **Bank Guarantee No.**
- Date:**
- BG Amount:**.....
- Validity Period:**.....

This Guarantee Bond is executed this..... day of by us the..... Bank at , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of work under Package No..... (herein after called “the Agreement”) to M/s/Shri , Address..... (herein after called the “Contractor”) for supply, erection, installation & commissioning and associated civil works under the above LoA and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Contractor on furnishing by the Contractor to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. _____ dated _____ for the due fulfillment by the said Contractor of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only, we the bank _____ [Indicate bank Name , Address & Code] (hereinafter referred to as “the Bank”) at the request of M/s/Shri _____ contractor do hereby undertake to pay to OPTCL, an amount not exceeding Rs. _____ (Rupees _____) only .
2. We, the _____ Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees----- In Words).
3. We, the Bank also undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding

instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

4. We, the _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank and/or of the contractor(s).

7. We, the _____ Bank [indicate the name of the bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the _____ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

“ Notwithstanding anything contained herein”

a) Our liability under the bank guarantee shall not exceed Rs.------(Rupees in words-----) only.

b) This Bank guarantee shall be valid up to -----.

c) We or our Branch at **Bhubaneswar** <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary’s advising bank (**ICICI Bank Bhubaneswar**, IFSC Code

ICIC0000061).

Dated, the _____ Day of _____
For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

1. Name of the Contractor.:

2. BG No & Date :.....

3. Amount (In Rs.):.....

4. Validity up to :.....

5. LOA No.....

6. Package No.....

7. Name, Address & Code of Issuing
Bank:.....

8. Name, Address & Code of Bhubaneswar Branch of the Issuing
Bank:.....

10. The Bank Guarantee shall be accepted after getting SFMS advice as per details
below.

Format for SFMS details

(The Unique Identifier for field 7037 is “OPTCL541405793”)

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	LOA No----

ANNEXURE-VIII

CHART SHOWING PARTICULARS OF EARNEST MONEY DEPOSIT FURNISHABLE BY TENDERERS

1.	Central and State Government Undertakings	Exempted
2.	All other inside & outside state units.	The amount of EMD as specified in the specification /Tender Notice in shape of bank guarantee /DD.

NB: - REFUND OF E.M.D.

[a] In case of unsuccessful tenderers, the EMD will be refunded immediately after the tender is decided. In case of successful tenderer, this will be refunded only after furnishing of Composite Bank Guarantee referred to in clause No.19 of Section-II of this specification.

Suits, if any, arising out of EMD shall be filed in a court of law to which the jurisdiction of High Court of ODISHA extends.

[b] Earnest Money will be forfeited if the tenderer fails to accept the letter of intent/purchase order, issued in his favour or revises the bid price[s] within the validity period of Bid.

ANNEXURE-IX

DATA ON EXPERIENCE

Information on Licenses:

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

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

Place:

Date:

Signature of tenderer

Name, Designation, Seal

ANNEXURE-X

Fiber Deployment Experience

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

Place:

Date:

Signature of Tenderer

Name, Designation, Seal

ANNEXURE-XI

DEVIATION SCHEDULE.

Tenderer shall enter below particulars of any deviation from the specification.

TO ACCOMPANY

(To be filled up by the tenderer as indicated in the excel sheet)

i. Technical deviationsTO ACCOMPANY BID****

(To be filled up by the tenderer as indicated in the excel sheet)

ii. Commercial deviations.TO ACCOMPANY BID****

(To be filled up by the tenderer as indicated in the excel sheet)

ANNEXURE - XII

LITIGATION HISTORY

Year.	Award for or against bidder	Name of client, cause of litigation and matter in dispute	Disputed amount (current value in Rs.)

Place: -

Date

Signature of Tenderer:
Name, Designation, Seal



PART-I

SECTION - IV

**SCHEDULE OF TECHNICAL REQUIREMENTS AND DETAILED
TECHNICAL SPECIFICATIONS FOR COMMERCIAL
UTILIZATION OF DARK FIBER OF OPGW AS DEPLOYED ON
OPTCL'S TRANSMISSION NETWORK ON LEASE BASIS**

TENDER SPECIFICATION

NO. S.G.M-CPC-e-Tender-Telecom-FibreLeasing-44/2020-21



TECHNICAL SPECIFICATIONS FOR COMMERCIAL UTILIZATION OF DARK FIBER OF OPGW AS DEPLOYED ON OPTCL'S TRANSMISSION NETWORK ON LEASE BASIS

1.Introduction

ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL), one of the largest Transmission Utility in the country was incorporated in March 2004 under the Companies Act, 1956 as a company wholly owned by the Government of Odisha for undertaking the business of transmission and wheeling of electricity in the State. The registered office of the Company is situated at Bhubaneswar, the capital of the State of Odisha. Its projects and field units are spread all over the State.

OPTCL became fully operational with effect from 9th June 2005 consequent upon issue of Odisha Electricity Reform (Transfer of Transmission and Related Activities) Scheme, 2005 under the provisions of Electricity Act, 2003 and the Odisha Reforms Act, 1995 by the State Government for transfer and vesting of transmission related activities of **GRIDCO** with **OPTCL**. The Company has been designated as the State Transmission Utility in terms of Section 39 of the Electricity Act, 2003.

Presently the Company is carrying out intra state transmission and wheeling of electricity under a license issued by the Odisha Electricity Regulatory Commission. The Company is also discharging the functions of State Load Despatch Centre. The Company owns Extra High Voltage Transmission system and operates about **14,319 ckt kms** of transmission lines at 400 kV, 220 kV, 132 kV levels and **157 nos.** of substations. OPTCL management has taken a decision to adopt OPGW in stead of normal GI earth wire in all its upcoming transmission lines. As on date, OPTCL has already commissioned **4346** KM of OPGW network and another **2289** KM of OPGW commissioning is under execution.

OPTCL is planning effective utilisation of transmission network by leasing the optical fiber to Telecom operator/National long distance operators in line with National Telecom Policies 1999 which allows the usage of backbone network of Power transmission companies for national long distance communication . Further, IT task force of GOI recommended SEB/STUs to lease out the excess/spare fibre capacity for data transmission to DOT/Telecom licensee etc.

The day-to-day affairs of the Company are managed by the Chairman and Managing Director assisted by whole-time Functional Directors who in turn are assisted by a team of dedicated and experienced professionals in the various fields.

Corporate Identity Number (CIN) of OPTCL : **U40102OR2004SGC007553**

The Lessor (OPTCL) shall ensure that each of the leased dark fiber offered for commercial use is in good condition at the time of handover to the Successful Bidder and the same shall be ensured from the successful bidder at the time of takeover.

2. OPGW network of OPTCL

2.1 The details of the OPGW network of OPTCL is as appended in Annexure-I & Annexure-II constituting the following.

- i. Existing OPGW Link details and names
- ii. Upcoming OPGW links.
- iii. Sub-Station Details.

2.2. The upcoming **OPGW** links are under execution and shall be operational in short time. However the lease agreement for any link under such upcoming network shall be signed as and when the link is ready.

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

- (a) The terminal equipment required for providing the Telecommunication service shall be installed by the LESSEE. OPTCL shall provide suitable space wherever possible inside telecommunication room. The rent for space for each locations shall be as detailed in the Section-II, GTCC.
- (b) The Auxiliary Power supply, Air-conditioner, backup power supply like DCPS/DG required for the Telecommunication equipment of LESSEE shall be arranged free of cost by OPTCL wherever possible. However, in the Sub-station where any of these like Air-conditioner, backup power supply like DCPS/DG is not sufficient, suitable back up arrangement may have to be installed by the LESSEE. The above arrangement shall be on mutually agreed terms and conditions.

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

3.03 OTDR reports of fiber healthiness shall be made available to the Successful Bidder at the time signing of HOTO (handing over taking over) certificate. If the fiber condition is not as per standard specifications i.e., attenuation loss in 0.4 dbm/Km for 1550nm including connector loss, joint/ splicing loss etc.; the

same shall be repaired by OPTCL within 03 (three) months from date of signing of agreement.

3.04 OPTCL shall allow the Successful Bidder to connect fiber from the FOTE (Fibre Optic terminal equipment) located at respective OPGW connected sub-station premises.

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

Annexure-I :

List of existing OPGW lines of OPTCL

Sl. No.	Line Name	No. of Fibres	CKT KM	No of Spare Fibre for leasing
1	400kV Lapanga- IBTPS	24	27	16
2	400kV Meramundali-Mendhasal	24	100	14
3	220kV Jeypore-Jayanagar	8	8	Presently this 8 fibre link is being replaced by 24 F OPGW. Therefater 16 Fibre will be free for leasing
4	220kV Jayanagar- Laxmipur-Theruvalli	8	128	
5	220kV Theruvalli-Narendrapur	8	203	
6	220kV Narendrapur-Atri-Mendhasal	8	177	
7	220kC Mendhasal-Chandaka	8	22	
8	220kV Budhipadar-Tarkera	24	110	14
9	220kV Tarkera-Rourkela(Bisra)PGCIL	24	16	14
10	220kV Kaniha-Meramundali	24	43	14
11	220kV Meramundali-Goda-Duburi(Old)	24	99	14
12	220kV Duburi(Old)-Duburi(New)	24	7	12
13	220kV Balasore - Bhadrak	24	78	14
14	220kV Bhadrak - Duburi New	24	68	14
15	220kV Duburi New - Paradeep	24	114	14
16	220kV Joda – Meramundali	24	202	14
17	220kV IB TPS - Budhipadar	24	26	14
18	220kV Budhipadar – Lapanga tapping pt.	24	10	14
19	220kV Lapanga tapping pt.- Burla New	24	52	14
20	220kV Burla New - Bolangir New	24	120	14
21	220kV Therubali - Indravathi PH	24	91	14
22	220kV Talcher Kaniha (CS) - Rengali PH	24	30	14
23	220kV Jayanagar - Ukolab	24	6	14
24	220kV Bhanjanagar - Nayagarh	24	69	14
25	220kV Nayagarh - Mendhasal	24	81	14
26	220kV Bhanjanagar-Theruvalli	24	172	14
27	132kV Chandaka-Mancheswar(SLDC)	8	6	
28	132kV Meramundali-Chainpal	24	12	14
29	132kV Burla New - Chiplima	24	17	14
30	132kV Burla New - Burla PH	24	15	14

31	132kV Bolangir (Old) - Kesinga	24	72	14
32	132kV Kesinga - Therubali	24	123	14
33	132kV Balimela PH - Jayanagar	24	93	14
34	132kV Jayanagar - Machhkund PH	24	43	14
35	132kV Bidanasi - Chandaka	24	14	14
36	132kV Choudwar-ICCL	24	5	14
37	132kV Bidanasi - Choudwar	24	9	14
38	132kV Therubali - Ryagada	24	20	14
39	132kV Narenderpur to Behrampur	24	11	14
40	132kV Bolangir (New) to Patnagarh	24	40	14
41	132kV Khurda to Mendhasal	24	37	12
42	132kV Jaipur Road to Dubri (Old) D/C	24	13	14
43	132kV Bolangir (Old) to Bolangir (New)	24	5	14
44	132 kV Bhubaneswar - Phulnakhra	24	18	14
45	132 kV Phulnakhra-Cuttack	24	13	14
46	132 kV Cuttack - Jagatsinghpur	24	35	14
47	132KV Paradeep - Jagatsinghpur	24	56	14
48	132 kV Chandaka - Nimapara	24	62	14
49	132kV Nimapara-Puri	24	30	14
50	132 kV Khurda - Puri SC	24	58	14
51	132 kV Jajpur Road - Kendrapara	24	63	14
52	132 kV Kendrapara - Paradeep	24	35	14
53	132 kV Khurda - Balugaon	24	69	14
54	132kV Balugaon-Chhatrapur	24	65	14
55	132kV Chhatrapur-Narendrapur	24	14	14
56	132 kV Balasore - Jaleswar via Basta	24	56	14
57	132 kV Balasore - Baripada	24	57	14
58	132kV Baripada - Rairangpur(via Kuchei)	24	77	14
59	132kV Joda-Palaspanga	24	37	14
60	132 kV Palashpanga-Karanja	24	45	14
61	132kV Karanja-Rairangpur	24	35	12
62	132 kV Jajpur Road - Anandpur	24	30	14
63	132 kV TTPS - Duburi	24	88	14
64	132 kV Berhampur - Digapahandi	24	23	16
65	132 kV Digapahandi- Mohana	24	35	14
66	132 kV Rayagada - Akhusingh - Mohana	24	120	14
67	132 kV Jayanagar - Rayagada	24	110	14
68	132 kV Jayanagar - Sunabeda	24	40	14
69	132 kV Burla PH - Rajgangpur-Tarkera (Via Sambalpur-Shyam MetaliksI-Aryan Ispat- SMC Power-Kuchinda)	24	158	14
70	132 kV Kesinga - Junagarh (Via Bhawanipatna)	24	58	14
71	132Kv Bhanjanagar-Phulbani	24	87	14
72	33kV Mancheswar-OPTCL HQ	24	7	12
73	220 KV Balimela-Malkangiri	24	23	16
		G.Total	4197	

Annexure-II :

List of Ongoing OPGW lines of OPTCL

Sl No	Description of line	24 F OPGW (KM)	48 F OPGW(KM)	No of Spare Fibre for leasing
1	400kV DuburiNew-Meramundali	100		16
2	Replacement of 8 F OPGW by 24 F OPGW in Jeypore-SLDC	511		16
3	220kV Atri-Samaghara	70		16
4	220kV Meramundali-Narasinghpur	61	7	16
5	220kV Narasinghpur-Bhanjanagar	80		16
6	220Kv IndravatiPH-IndravatiPG	5		16
7	220kV Rengali PH-Rengali S/Y	5		16
8	220kV Tarkera-Bonai	35	4	16
9	220kV Bonai-Barkote	37	1	16
10	220kV Barkote-Rengali S/Y	80		16
11	132kV Budhipadar-Basundhara (Lephripada)	27		16
12	132kV Budhipadar-Brajrajnagar	18		16
13	132kV Katapalli-Bargarh	55		16
14	132kV Digapahandi-Chikiti	33		16
15	132kv Chhatrapur-Ganjam	13		16
16	132kV Jayanagar-Tentulikhunti	57		16
17	132kV Tentulikhunti-Nawarangpur	21	5	16
18	132kV Nawarangpur-Babugaon	20		16
19	132kV Dabugaon-Umerkote	46		16
20	132kV Sunabeda-Potangi	32		16
21	132kV Kesinga-Kharia	59		16
22	132kV Kharia-Nuapara	73		16
23	132kV Atri-Arugul	20		16
24	132kV Atri-Banki	20		16
25	132kV Ransinghpur-Badagada	25		16
26	132kV Bhadrak- Soro	37	1	16
27	132kV Jajpur Road-J.Town	17		16
28	132kV Balasore-Balasore(B)	4		16
29	132kV Nimapara-Konark	21		16
30	132kV Kendrapada-Pattamundai	20		16
31	132kV Pattamundai-Olavar	30		16
32	132kV Tarkera-Chhend	7		16
33	132kV Tarkera-Rourkela Ckt-II	3		16
34	132kV Tarkera-Kalunga	6	3	16
35	132kV Budhipadar-Sundargarh	30		16
36	132kV Budhipadar-Jharsuguda	7		16
37	132kV Patnagarh-Padampur	46		16
38	132kV Bolangir(Old)-Sonepur	54		16
39	132kV Sonepur-Boudh	52		16
40	132kV Bargarh-Barpalli	23	5	16
41	132kV Burlanew-Rairakhhol	66	1	16
42	132kV Rairakhhol-Boinda	64	2	16

43	132kV Boinda-Anugul	39		16
44	132kV Meramundali-Khajuriakata	12	17	16
45	132kV Khajuriakat-Nuapatna	48	38	16
46	ICCL-Dhenkanal	47	1	16
47	Dhenkanal-Meramundali	40	1	16
48	LILO s/s Chandikhol on Jajpur Road-Kendrapada		2	16
49	LILO Chandpur on Khurda-Balugaon		3	16
50	LILO s/s at Bolangir(PG) on BurlaNew-BonagirNew		2	16
51	LILO s/s Podagada(Jayanagar-Rayagada)		2	16
52	LILO s/s Muniguda(Theruvai-Kesinga)		3	16
53	LILO s/s Samuka		11	16
54	LILO s/s Ransinghpur		1	16
55	LILO s/s Lapanga(132kV Burla-Rourkela)		3	16
56	132kV Jayanagar-Sunabeda	40		16
	G.TOTAL	2216	113	