



**Expression of Interest for Empanelment of Agencies for taking Dark Fibre on lease in the states of West Bengal (Kolkata & Surrounding, South Bengal and North Bengal), Odisha, Jharkhand, Bihar, Sikkim, Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Meghalaya under ERTCC.**

**By**

**PowerGrid Teleservices Limited  
Eastern Regional Telecom Control Centre,  
Kolkata**

**Tender Enquiry No: ER2/NT/S-MISC/DOM/ZA4/24/03725**

**Date: 31.05.2024**

**Website: <http://www.powergrid.in>,**

**and**

**Government of India's Central Public Procurement Portal  
(<https://eprocure.gov.in>)**

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(\*The Application and Schedules contained in Section-V are to be submitted by the interested Applicant duly filled in, signed and stamped on each page.)

## **SECTION - I**

**PowerGrid Teleservices Limited**  
**(A Wholly Owned Subsidiary of Power Grid Corporation of India Limited)**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**

**Expression of Interest for Empanelment of Agencies for taking Dark Fibre on lease in the states of West Bengal (Kolkata & Surrounding, South Bengal and North Bengal), Odisha, Jharkhand, Bihar, Sikkim, Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Meghalaya under ERTCC (Tender Enquiry No: ER2/NT/S-MISC/DOM/ZA4/24/03725 dated: 31.05.2024).**

### **1.0 INTRODUCTION:**

PowerGrid Teleservices Limited (hereinafter referred to as “PowerTel”), a Wholly Owned Subsidiary of Power Grid Corporation of India Limited, a Maharatna Public Sector Enterprise and one of the largest transmission utilities in the world. Power Grid Corporation of India Limited wheels about 50% of the total power generated in the country on its transmission network spread across length and breadth of the Country.

PowerTel has its Registered Office at B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi –110 016. PowerTel has already installed about 66,922 Kms of Telecom Network (backbone as well as last mile) and connectivity can be provided to about 714 locations including all metros, major cities & towns mainly through the Optical Ground Wire (OPGW) laid on its power transmission lines. Presently, PowerTel has marked presence in remote areas of North East and J&K and is providing highly reliable services to various customers.

### **2.0 INTENT OF EOI:**

PowerTel’s Telecom Network in Eastern Region with presence at various locations spread over the States of West Bengal (Kolkata & Surrounding, South Bengal and North Bengal), Odisha, Jharkhand, Bihar, Sikkim, Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Meghalaya under Eastern Region. PowerTel has extended own OFC network in major cities like Kolkata, Durgapur, Siliguri Bhubaneswar, Cuttack, Ranchi, Jamshedpur, Patna, Guwahati, Shillong, Bongaigaon, Tezpur, Nagaon, Silchar, Itanagar, Agartala, Aizawal, Imphal, Tamulpur etc. Apart from these cities, PowerTel Telecom backbone network shall be extended to all the districts mentioned in **Section-III**. In these locations PowerTel may extend Telecom business & leased line/links/services. PowerTel is interested in empanelment of different agencies who can provide their Underground/Aerial Dark Fiber in intra-city or intercity network on lease to PowerTel on rate contract basis as and when required. In this regard PowerTel invites Expression of Interest as per procedure given at **Section-II**.

### **3.0 EXPRESSION OF INTEREST (EOI):**

PowerTel hereby invites applications for Expression of interest from interested parties who wish to provide their dark Underground/aerial optical fibre on lease to PowerTel on rate contract basis. The application shall be submitted strictly as per PowerTel’s format along with relevant supporting documents. PowerTel will consider the applications for suitability in line with the procedure brought out hereunder and shortlist the agencies based on the information provided by them vide this Expression of Interest.

Standing Committee of PowerTel may call the parties who have submitted their Expression of Interest for a meeting for further discussions regarding the rate, terms & conditions for leasing of fibre, finalization of agreement, limitations if any and to answer the queries of the applicants.

#### **4.0 ELIGIBILITY OF BIDDERS [CONFLICT OF INTEREST]:**

The Bidder must not be associated, nor have been associated in the past, with the consultant or any other entity, including the Employer (PowerTel / Power Grid Corporation of India Ltd), that has prepared the design, specifications and other pre-qualification and bidding documents for the Project, or that was proposed as Engineer for the Contract, over the last five years. Any such association may result in the disqualification of the Bidder.

A bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) They have a controlling partner in common; or
- (b) They receive or have received any direct or indirect subsidy from any of them; or
- (c) They have the same legal representative for purposes of this bid; or
- (d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decision of the Employer regarding this bidding process; or
- (e) A Bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/ authorised representative on behalf of one or more manufacturer (s) or through License – Licensor route or as a partner in a joint venture. This will result in disqualification of all such bids. However, this does not limit the participation of a bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; Or
- (f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services/Goods and Related Services that are the subject of the bid; or
- (g) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the Contract.

#### **5.0 FRAUD AND CORRUPTION:**

It is the Purchaser's policy that requires the Bidders, suppliers and contractors and their subcontractors under the contracts to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:

- (a) defines, for the purpose of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (v) "obstructive practice" is:
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Purchaser's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from

disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Purchaser's inspection and audit rights.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(d) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Purchaser to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Purchaser.

#### **6.0 SOCIAL ACCOUNTABILITY:**

Each Bidder shall submit with its bid the Declaration regarding Social Accountability as per format enclosed at **Annexure-VII** of **Section-V**.

#### **7.0 CONFIDENTIALITY:**

7.1 After opening of Proposals, information relating to the examination, clarification, evaluation, and comparison of Proposals and recommendations concerning the award of the Project shall not be disclosed to Bidders or other persons not officially concerned with such process. From the time of bid opening to the time of signing of agreement, if any Bidder wishes to contact the Employer on any matter related to its bid, it should do so in writing.

7.2 Any effort by a Bidder to influence PowerTel or its Consultants, if any, in the process of examination, clarification, evaluation and comparison of Proposals, and in decisions concerning award of the Project, may result in the rejection of Bidder's Proposal.

7.3 Bidders may request PowerTel to treat specific data or information contained in its Proposal as confidential. PowerTel and its representatives will take reasonable precautions to protect the confidentiality of such data or information, provided it is clearly identified as confidential on the page(s) on which it appears. However, any or all data/information provided as a part of the proposal may be made available to any competent authority as may be required by such authority. PowerTel will, however, try to limit the amount of confidential data /information that it discloses. In any event, neither PowerTel nor any of its representatives will be responsible or liable for any disclosure of data/information before, during or after the EOI process. PowerTel reserves the right to release any information contained in a Proposal including information of a proprietary or confidential nature to all those who are concerned with the Project.

7.4 Bidders shall not request, nor shall PowerTel grant, access to any privileged, and proprietary data/information supplied by, or pertaining to other Bidders responding to this EOI.

7.5 PowerTel will return neither the original nor the copies of any Proposal submitted by a Bidder once it has been opened.

#### **8.0 ELIGIBILITY CRITERIA:**

This Invitation for Proposals, issued by the PowerTel is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act 1956 / Companies Act 2013, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the PowerTel/POWERGRID.

The bid can be submitted by any eligible entities/service providers. PowerTel reserves the right to assess the capacity and capability of the bidder.

PowerTel reserves the right to waive minor deviations if it does not materially affect the capability of the Bidder to perform the work/contract.

## 9.0 QUALIFICATION REQUIREMENTS:

Empanelment of bidder will be based on following criteria:

The Bidder must possess a valid license/registration as Infrastructure provider Category-I (IP-I) or Cable TV (C-TV) operator or any other valid license/registration holder from the concerned authority i.e. Department of Telecom, Govt. of India to lease out the dark fiber.

**OR**

The Bidder must possess a valid license/ registration as Internet Service Provider Category-A/B/C (ISP-A, ISP-B or ISP-C) or any other valid license/ registration holder from the concerned authority i.e. Department of Telecom, Govt. of India to lease out the dark fiber.

**OR**

An undertaking by the bidder that the above license / registration to be possessed by the bidder before signing of agreement for empanelment and issuance of purchase order by PowerTel for taking dark fiber on lease.

**Bidder has to fill the format enclosed at Section-V, Annexure-IV & Annexure-V.**

- 10.0** Service providers shall provide fibre network under the empanelment.
- 11.0** Service Providers shall maintain the fibre network for meeting the minimum availability criteria which will be specified while entering into the agreement.
- 12.0 OTHER TERMS AND CONDITIONS:** Other Terms and conditions regarding Empanelment of parties for leasing of dark fibre are given in **Section-II** and **Section-IV**.
- 13.0 LOCATION/CITIES DETAILS (tentative):** List of PowerTel OFC Presence in Eastern Region where fibre may be required on lease as and when requirement basis is provided in **Section-III**. During empanelment period PowerTel may require fiber in other locations of Eastern Region also.
- 14.0 SCHEDULE OF ACTIVITIES:**
- 14.1** ISSUE OF EOI DOCUMENT:  
The complete EOI Document can be downloaded from our website <http://www.powergrid.in> or from Government of India's Central Public Procurement Portal (<https://eprocure.gov.in>) from **31.05.2024** to **30.06.2024** free of cost. Interested parties shall use the documents downloaded from the above website for submission.
- 14.2** BID PROPOSAL SECURITY:  
**There shall be no bid proposal security.**
- 14.3** BID PROPOSAL RECEIPT AND OPENING:

The completed Expression of Interest duly filled in, one (1) original will be received at the address hereunder on or before **1100** hours (IST) on **08.07.2024**, the Bid submission deadline. The bid shall be opened on the same day at **1130** hours (IST), in the presence of Bidders' representatives who wish to attend. If it is a public holiday on the date of receipt of the Bid Proposals as specified, the Bid Proposals shall be received and opened on the next working day at the same time and venue.

Any updates to the EOI Document shall be hosted on our website only. The Interested Applicants are requested to ensure that all updates are considered while submitting the EOI.

**15.0 PowerTel's RIGHT TO CANCEL EMPANELMENT PROCESS:** PowerTel reserves the right to accept or reject any or all Bid Proposals and/or annul the empanelment process without assigning any reason. PowerTel shall not bear any liability, whatsoever, in this regard.

## **16.0 DISPUTE SETTLEMENT**

In case of any dispute or difference between the parties in respect of the agreement, an attempt shall be made by the parties to settle the dispute/difference amicably by mutual consultation. In case, the same is not settled amicably, then Arbitration shall be invoked as under:-

The Arbitration shall be conducted by a sole arbitrator, in case, the amount of claim is less than Rs. 25 crore and by three-member arbitral tribunal in case the amount of claim is greater than Rs. 25 crores.

### **Sole Arbitration**

The sole Arbitrator shall be chosen from a panel of empaneled Arbitrators maintained by Power Grid Corporation of India Limited (POWERGRID). The same shall comprise of retired judges and retired senior executives of PSUs other than POWERGRID/PowerTel. Further, the choice of Sole Arbitrator shall be governed by the amount of claim in the following manner: -

a) Less than Rs. 10 Crore- Sole Arbitrator- Retired Senior Executives of PSUs other than POWERGRID/PowerTel/Retired Distt. Judges/High Court Judges.

b) Rs. 10 Crore - Rs. 25 Crore - Sole Arbitrator- Retired High Court /Supreme Court Judges.

i. In case of invocation of Arbitration by PowerTel, PowerTel shall, within 30 days, send a list of names of 3 Arbitrators from List/Database of Arbitrators of POWERGRID and Contractor shall within the period of further 30 days select any one person to act as "Sole Arbitrator" which will be confirmed by PowerTel and the matter will be referred to such appointed Arbitrator for further Arbitration Proceedings.

ii. In case of invocation of arbitration by Contractor, the Contractor shall request PowerTel for the database of Arbitrators maintained by POWERGRID/ chose from the list of Arbitrators available on POWERGRID's website, and the contractor, shall within 30 days, select any one Arbitrator from the above to act as "Sole Arbitrator", which will be confirmed by PowerTel within 30 days and the matter will be referred to such appointed Arbitrator for further Arbitration proceedings.

If the parties fail to appoint sole arbitrator within 60 (Sixty) days after the receipt of a notice from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by the Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

### **Three Member Arbitral Tribunal:-**



The Arbitration shall be conducted by three Arbitrators, who are retired High Court/Supreme Court Judges, one each to be nominated by the Contractor and PowerTel and the third to be appointed by both the Arbitrators in accordance with the Indian Arbitration and Conciliation Act. If either of the parties fails to appoint its Arbitrator with 60 (sixty) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the Arbitration. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus regarding appointment of the presiding Arbitrator, within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by Courts as per the provisions of Arbitration and conciliation Act.

The cost of Arbitral proceedings inter-alia including the Arbitrator's fee, logistics and any other charges shall be equally shared by both parties.

In case of Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in POWERGRID/ in line with the Arbitration & conciliation Act, whereas in case of the three -member tribunal, the Arbitrator's fees shall be as agreed upon by the Arbitrators in line with the Arbitration & Conciliation Act. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

The decision of the sole arbitrator/ the majority of the arbitrators, as the case may be, shall be final and binding upon the parties. In the event of any of the sole arbitrator/ any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another sole arbitrator/ another arbitrator in place of the outgoing arbitrator.

The seat & venue of arbitration shall be New Delhi. All matters relating to this agreement shall be subject to LAW & regulations applicable in India and the courts at New Delhi shall have the exclusive jurisdiction.

## **17.0 REPRESENTATIONS AND WARRANTIES BY THE PARTIES**

Each party represents and warrants to the other that-

- a. It is a company duly organized, and validly existing under the laws of India and has all requisite corporate power and authority to carry on its business and has full corporate power and authority to execute, deliver and implement this Agreement.
- b. The execution and delivery of this Agreement and such other Agreements and instruments and the consummation of the transactions contemplated hereby and thereby shall not (i) violate any material law, statute, rule or regulation or judgment, order, writ, injunction or decree of any court, administrative agency or governmental body, or (ii) conflict with, result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under the Memorandum of Association and Articles of Association of the respective Party, or any Agreement to which the Party is a party. No approval, authorization, consent or other order or action of or filing with any court, administrative agency or other governmental authority is required for the execution and delivery by each of the Parties of this Agreement or the consummation by such Party of the transactions contemplated hereby.



- c. There is no action, suit, proceeding or investigation pending, or threatened against or by each of the Parties relating to the subject matter of this Agreement in any court, or by or before any national, local or other governmental agency or instrumentality.
- d. Contractor or its affiliates, officers, employees etc. agrees and confirms that PowerTel shall not be liable to pay any compensation/damages etc. for any loss of life or property whatsoever suffered/caused to Contractor or its employees, officers, workers etc. on account of work undertaken under this agreement. Contractor shall be solely responsible for the safety and security of its personnel/workers/ employees & PowerTel shall not be in any way responsible for any loss of life or property suffered by Contractor or its employees, workers etc. PowerTel shall not be party to any dispute/proceedings brought by any third party. It shall be sole responsibility of Contractor to abide by all the applicable Laws and regulations and safety and Labour regulations and guidelines and shall be solely responsible for payment of such sums/ compensation/penalty etc. payable/awarded under the applicable Laws and Regulations.
- e. Contractor further undertakes to indemnify and hold harmless PowerTel, its affiliates, employees etc. against all charges, penalties, claims, litigation, losses etc. arising out of activities undertaken by Contractor and imposed upon PowerTel due to any breach/violation of any applicable laws and regulations by Contractor and also proceedings brought by any third party against PowerTel, arising out of this agreement.

#### 18.0 CONTACT PERSON:

All correspondence, clarification and submission of expression of Interest documents shall be addressed to: **(BY POST/ IN PERSON)**

**Deputy General Manager [Tele-Contracts],  
PowerGrid Teleservices Limited  
Eastern Regional Telecom Control Centre,  
1st Floor,(Telecom Dept), CF-17, Action Area-1C,  
New Town, Rajarhat, Kolkata-700156  
Email: [sanjeev.tiwari@powergrid.in](mailto:sanjeev.tiwari@powergrid.in);  
[anushka.sadhu@powergrid.in](mailto:anushka.sadhu@powergrid.in)  
Mobile No.: +919717296927 / +918910956425**

*On expiry of EOI date and upon opening of the bid submitted by bidders, the standing Committee may call the parties who have submitted EoI for a meeting on scheduled date & time for finalization.*

- 19.0 Any clarification shall be valid only if issued in writing by the above-mentioned official.

***For more information on PowerTel, visit our website at <http://www.powergrid.in>.***

## **SECTION-II: PROCEDURE FOR EMPANELMENT**

1. The parties who have their fiber network may submit their Credentials as per format at **Annexure-I of Section-V**.
2. The Standing Committee of PowerTel shall shortlist the parties based on submitted credentials and requirements by PowerTel. The shortlisted parties shall be required to provide their offer price as per terms and conditions for the agreement.
3. The Standing Committee of PowerTel shall finalize the rates. Once the rates are finalized, the party shall enter into Agreement with PowerTel for empanelment as per terms and conditions.
4. PowerTel had already empaneled some parties for leasing of Dark Fibre in some of the cities who will continue to be in the empaneled list. However, they can also apply for other media Dark Fibre in same/other cities/locations/states.
5. As and when need arises for Dark Fibre, PowerTel will send feasibility request based on technical requirement to all empanelled parties through E-mail. Based on the feasibility received and the unit rates in the agreements whoever is becoming lowest evaluated party (Short fiber distance and least cost to PowerTel basis) will be considered for placement of award for that particular requirement through a separate Purchase Order which will form an integral part of the Agreement. Similarly when next requirement comes the same procedure will be repeated. **Alternatively, as and when need arises for Fiber, L1 party may also be finalized through online tendering among empaneled parties on the GEM portal [https:// gem.gov.in/](https://gem.gov.in/).**
6. The cities/locations are mentioned in **Section-III** are not exhaustive. Fiber may be taken on lease at above locations or others locations in various cities/locations/states as per PowerTel's requirement and feasibility by the party.

### **Section-III: LIST OF PowerTel's OFC PRESENCE IN EASTERN REGION**

<b>Sl No.</b>	<b>Districts</b>	<b>State</b>
1	Araria	Bihar
2	Arwal	Bihar
3	Aurangabad	Bihar
4	Banka	Bihar
5	Begusarai	Bihar
6	Bhagalpur	Bihar
7	Bhojpur	Bihar
8	Buxar	Bihar
9	Darbhangha	Bihar
10	East Champaran	Bihar
11	Gaya	Bihar
12	Gopalganj	Bihar
13	Jamui	Bihar
14	Jehanabad	Bihar
15	Khagaria	Bihar
16	Kishanganj	Bihar
17	Kaimur	Bihar
18	Katihar	Bihar
19	Lakhisarai	Bihar
20	Madhubani	Bihar
21	Munger	Bihar
22	Madhepura	Bihar
23	Muzaffarpur	Bihar
24	Nalanda	Bihar
25	Nawada	Bihar
26	Patna	Bihar
27	Purnia	Bihar
28	Rohtas	Bihar
29	Saharsa	Bihar
30	Samastipur	Bihar
31	Sheohar	Bihar
32	Sheikhpura	Bihar
33	Saran	Bihar
34	Sitamarhi	Bihar
35	Supaul	Bihar
36	Siwan	Bihar
37	Vaishali	Bihar
38	West Champaran	Bihar
39	Bokaro	Jharkhand
40	Chatra	Jharkhand
41	Deoghar	Jharkhand
42	Dhanbad	Jharkhand

43	Dumka	Jharkhand
44	East Singhbhum	Jharkhand
45	Garhwa	Jharkhand
46	Giridih	Jharkhand
47	Godda	Jharkhand
48	Gumla	Jharkhand
49	Hazaribagh	Jharkhand
50	Jamtara	Jharkhand
51	Khunti	Jharkhand
52	Koderma	Jharkhand
53	Latehar	Jharkhand
54	Lohardaga	Jharkhand
55	Pakur	Jharkhand
56	Palamu	Jharkhand
57	Ramgarh	Jharkhand
58	Ranchi	Jharkhand
59	Sahebganj	Jharkhand
60	Seraikela	Jharkhand
61	Simdega	Jharkhand
62	West Singhbhum	Jharkhand
63	East Sikkim	Sikkim
64	West Sikkim	Sikkim
65	North Sikkim	Sikkim
66	South Sikkim	Sikkim
67	Angul	Odisha
68	Boudh (Baudh)	Odisha
69	Balangir	Odisha
70	Bargarh	Odisha
71	Balasore (Baleswar)	Odisha
72	Bhadrak	Odisha
73	Cuttack	Odisha
74	Deogarh (Debagarh)	Odisha
75	Dhenkanal	Odisha
76	Ganjam	Odisha
77	Gajapati	Odisha
78	Jharsuguda	Odisha
79	Jajpur	Odisha
80	Jagatsinghapur	Odisha
81	Khordha	Odisha
82	Keonjhar (Kendujhar)	Odisha
83	Kalahandi	Odisha
84	Kandhamal	Odisha
85	Koraput	Odisha
86	Kendrapara	Odisha
87	Malkangiri	Odisha

88	Mayurbhanj	Odisha
89	Nabarangpur	Odisha
90	Nuapada	Odisha
91	Nayagarh	Odisha
92	Puri	Odisha
93	Rayagada	Odisha
94	Sambalpur	Odisha
95	Subarnapur (Sonepur)	Odisha
96	Sundargarh	Odisha
97	Alipurduar	West Bengal
98	Bankura	West Bengal
99	Birbhum	West Bengal
100	Cooch Behar	West Bengal
101	Dakshin Dinajpur	West Bengal
102	Darjeeling	West Bengal
103	Hooghly	West Bengal
104	Howrah	West Bengal
105	Jalpaiguri	West Bengal
106	Jhargram	West Bengal
107	Kalimpong	West Bengal
108	Kolkata	West Bengal
109	Malda	West Bengal
110	Murshidabad	West Bengal
111	Nadia	West Bengal
112	North 24 Parganas	West Bengal
113	Paschim Bardhaman	West Bengal
114	Paschim Medinipur	West Bengal
115	Purba Bardhaman	West Bengal
116	Purba Medinipur	West Bengal
117	Purulia	West Bengal
118	South 24 Parganas	West Bengal
119	Uttar Dinajpur	West Bengal
120	Baksa	Assam
121	Barpeta	Assam
122	Bongaigaon	Assam
123	Cachar	Assam
124	Charaideo	Assam
125	Chirang	Assam
126	Darrang	Assam
127	Dhemaji	Assam
128	Dhubri	Assam
129	Dibrugarh	Assam
130	Dima Hasao	Assam
131	Goalpara	Assam
132	Golaghat	Assam

133	Hailakandi	Assam
134	Jorhat	Assam
135	Kamrup Metropolitan	Assam
136	Kamrup	Assam
137	Karbi Anglong	Assam
138	Karimganj	Assam
139	Kokrajhar	Assam
140	Lakhimpur	Assam
141	Majuli	Assam
142	Morigaon	Assam
143	Nagaon	Assam
144	Nalbari	Assam
145	Sivasagar	Assam
146	Sonitpur	Assam
147	South Salmara-Mankachar	Assam
148	Tinsukia	Assam
149	Udalguri	Assam
150	West Karbi Anglong	Assam
151	Changlang	Arunachal Pradesh
152	Upper Dibang Vally	Arunachal Pradesh
153	East Kameng	Arunachal Pradesh
154	East Siang	Arunachal Pradesh
155	Lohit	Arunachal Pradesh
156	Lower Subansiri	Arunachal Pradesh
157	Papum-Pare	Arunachal Pradesh
158	Tawang	Arunachal Pradesh
159	Tirap	Arunachal Pradesh
160	Upper Siang	Arunachal Pradesh
161	Upper Subansiri	Arunachal Pradesh
162	West Kameng	Arunachal Pradesh
163	West Siang	Arunachal Pradesh
164	Anjaw	Arunachal Pradesh
165	Lower Dibang Vally	Arunachal Pradesh
166	Kurung Kumey	Arunachal Pradesh
167	Chümoukedima	Nagaland
168	Dimapur	Nagaland
169	Kiphire	Nagaland
170	Kohima	Nagaland
171	Longleng	Nagaland
172	Mokokchung	Nagaland
173	Mon	Nagaland
174	Niuland	Nagaland
175	Noklak	Nagaland
176	Peren	Nagaland
177	Phek	Nagaland

178	Shamator	Nagaland
179	Tseminyü	Nagaland
180	Tuensang	Nagaland
181	Wokha	Nagaland
182	Zünheboto	Nagaland
183	Bishnupur	Manipur
184	Chandel	Manipur
185	Churachandpur	Manipur
186	Imphal East	Manipur
187	Imphal West	Manipur
188	Jiribam	Manipur
189	Kakching	Manipur
190	Kamjong	Manipur
191	Kangpokpi (Sadar Hills)	Manipur
192	Noney	Manipur
193	Senapati	Manipur
194	Tamenglong	Manipur
195	Tengnoupal	Manipur
196	Thoubal	Manipur
197	Ukhrul	Manipur
198	North Garo Hills	Meghalaya
199	East Garo Hills	Meghalaya
200	South Garo Hills	Meghalaya
201	West Garo Hills	Meghalaya
202	South West Garo Hills	Meghalaya
203	West Jaintia Hills	Meghalaya
204	East Jaintia Hills	Meghalaya
205	East Khasi Hills	Meghalaya
206	West Khasi Hills	Meghalaya
207	South West Khasi Hills	Meghalaya
208	Eastern West Khasi Hills	Meghalaya
209	Ri-Bhoi	Meghalaya
210	Aizawl	Mizoram
211	Champhai	Mizoram
212	Hnahthial	Mizoram
213	Khawzawl	Mizoram
214	Kolasib	Mizoram
215	Lawngtlai	Mizoram
216	Lunglei	Mizoram
217	Mamit	Mizoram
218	Saiha	Mizoram
219	Saitual	Mizoram
220	Serchhip	Mizoram
221	Dhalai	Tripura
222	Gomati	Tripura



223	Khowai	Tripura
224	North Tripura	Tripura
225	Sipahijala	Tripura
226	South Tripura	Tripura
227	Unakoti	Tripura
228	West Tripura	Tripura

## **SECTION-IV: INSTRUCTIONS FOR BIDDERS**

### **1.0 IMPORTANT NOTICE AND CONDITIONS**

- 1.1 The EOI Documents are meant for use by Bidders. The complete EOI Document can be downloaded from our website <http://www.powergrid.in> or from Government of India's Central Public Procurement Portal (<https://eprocure.gov.in>).
- 1.2 PowerTel reserves the right to reject all or any of the Bids, if it considers it necessary to do so, and/or to withdraw from the selection process or any part of this process or to vary any of its terms at any time without giving any reason thereof and/or to require Bidders to submit revised Bids on such basis as it may determine at that time in its absolute discretion.
- 1.3 Each Bidder has the responsibility for bearing all costs, expenses and liabilities incurred by it in connection with the selection process, including (without limitation) in connection with the preparation and/or submission of the Bid Proposals.
- 1.4 Requesting and/or receiving the Bids will not constitute a commitment by PowerTel to enter into any agreement, undertaking or covenant with a Bidder/Bidding entity.
- 1.5 Whilst the information in the EOI Documents has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither the PowerTel nor any of its officers or employees, nor any of its advisers or consultants, accept any liability or responsibility for the accuracy, reasonableness or, completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to, or make any representation or warranty, express or implied, with respect to, the information contained in the EOI Documents or on which such documents are based or with respect to any written or oral information made or to be made available to any of the Bidding entities or its professional advisers and any liability therefore is hereby expressly disclaimed.

### **2.0 GENERAL INFORMATION**

#### **2.1 Description of the Solicitation Process**

The solicitation process by PowerTel will be as follows:

##### **ISSUE of EOI DOCUMENT:**

The complete EOI Document can be downloaded from our website <http://www.powergrid.in> or from Government of India's Central Public Procurement Portal (<https://eprocure.gov.in>) from **31.05.2024** to **30.06.2024** free of cost. Interested parties shall use the documents downloaded from the above website for submission.

**BID PROPOSAL SECURITY:** There shall be no bid proposal security.

##### **BID PROPOSAL RECEIPT AND OPENING:**

The completed Expression of Interest, duly filled in, one (1) original will be received at the address hereunder on or before **1100** hours (IST) on **08.07.2024**, the Bid submission deadline. The bid shall be opened on the same day at **1130** hours (IST), in the presence of Bidders' representatives who wish to attend. If it is a public holiday, on the date of receipt of the Bid Proposals as specified, the Bid Proposals shall be received and opened on the next working day at the same time and venue.

Any updates to the EOI Document shall be hosted on our website only. The Interested Applicants are requested to ensure that all updates are considered while submitting the EOI.

#### **2.2 Cost of Preparing Bid Proposal**

Bidders shall bear all costs associated with the preparation and submission of their Proposals and the finalization and execution of the Project Agreements. PowerTel will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the evaluation process.

## 2.3 Clarifications and Amendments to EOI

### 2.3.1 **Clarifications:**

Clarifications on this EOI may be requested in writing directed to the address below. PowerTel will respond in writing with its reply to clarifications which it receives atleast fifteen (15) days before the date of bid submission:

**Deputy General Manager [Tele-Contracts],  
Power Grid Teleservices Limited  
Eastern Regional Telecom Control Centre,  
1st Floor,(Telecom Dept), CF-17, Action Area-1C,  
New Town, Rajarhat, Kolkata-700156  
Email: [sanjeev.tiwari@powergrid.in](mailto:sanjeev.tiwari@powergrid.in);  
[anushka.sadhu@powergrid.in](mailto:anushka.sadhu@powergrid.in)  
Mobile No.: +919717296927 / +918910956425**

*Written copies of the requested clarifications and PowerTel's responses will be issued to all Bidders.*

### 2.3.2 **Amendments:**

At any time prior to the Bid opening Date, PowerTel may, for any reason, whether at its own initiative or in response to clarifications requested by Bidders, modify this EOI by issuance of an addendum. Addenda will be published on our website [www.powergrid.in](http://www.powergrid.in) and on Government of India's Central Public Procurement Portal (<https://eprocure.gov.in>). The receipt of an addendum by the Bidder shall be acknowledged promptly in writing by facsimile or e-mail and so noted in the Bidder's Proposal. The Bidder's late receipt of any addendum or failure to acknowledge the receipt of any addendum shall not relieve the Bidder of being bound by such addendum.

All addenda shall become part of the terms and conditions of this EOI. No interpretation, revision or communication regarding this EOI is valid unless made in writing or published on our website [www.powergrid.in](http://www.powergrid.in) and on Government of India's Central Public Procurement Portal (<https://eprocure.gov.in>). The Bidders are cautioned that no employee of GOI or PowerTel or its consultants is authorized to explain or interpret this EOI, and that any interpretation or explanation, if not given in the manner described in this Clause or the preceding paragraph, should not be relied upon.

In order to afford the Bidders reasonable time in which to take a clarification or amendment into account in preparing their Proposals, PowerTel may, at its discretion, extend the deadline for the submission of Proposals.

## 3.0 **PREPARATION OF BID PROPOSAL**

### 3.1 **Language of Proposal**

The Proposal and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided they are accompanied by an appropriate translation of pertinent passages in the English language. Supporting materials that are not translated will not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail over the original meaning printed in any language other than English.

### 3.2 **Proposal Structure and Content**

#### 3.2.1 **Overview**

The Proposal to be prepared by the Bidders shall be submitted in one Single Envelope. **The Envelope shall contain this EOI documents duly signed, the Bidder's Credential, Qualification Statements, Supporting documents for QR & others. The formats to be used for submission of proposals are provided in Section-V, entitled "Application & Schedules."**

3.2.2 **Envelope-1** proposal of the Bidders shall contain the following Annexures:

- (i) Application (Section V, Annexure-I & A-I)
- (ii) Declaration by the Bidder (Section V, Annexure-II)
- (iii) Evidence of signatory Authority (Section V, Annexure-III)
- (iv) Format for Assessment of Qualification Requirements (Section-V, Annexure-IV)
- (v) Format of Undertaking (Section-V, Annexure-V) in case no License/registration to lease out the dark fiber.
- (vi) \*Exceptions to EOI documents (Section-V, Annexure-VI), if any  
**\*Bidders are required to indicate deviations/exceptions to EOI documents in Annexure-VI, Section-V only. Further, PowerTel would not take cognizance to any deviations/exceptions, other than those indicated in the said Annexure- VI, Section V**
- (vii) Declaration regarding Social Accountability (Section-V, Annexure-VII)

3.3 **Bid Proposal Irregularities**

A Proposal that is illegible or that contains omissions, erasures, alterations, additions, items not called for, or irregularities may be rejected, except for those necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal.

3.4 **Bid Proposal Validity**

- 3.4.1 Proposals shall remain valid and open for acceptance by PowerTel for a period of **Twelve (12)** months from the date of submission of Proposals. Any Proposal offering less than the stipulated Proposal validity of **Twelve (12) months** shall be rejected.
- 3.4.2 Prior to expiration of the original Proposal validity period, PowerTel may request one or more of the Bidders for a specified extension in the period of validity. The request and the responses for any extensions to the original validity date shall be made in writing. A Bidder may refuse the request for extending the validity of the proposal. A Bidder agreeing to the request will not be permitted to modify its Proposal.

4.0 **FORMAT AND SIGNING OF BID PROPOSALS**

- 4.1 Bidders shall prepare in English language one (1) original plus one copy of the documents comprising the Proposal. One original of the completed Proposal is to be clearly marked "ORIGINAL OF PROPOSAL," and all other completed copy is to be clearly marked "COPY OF PROPOSAL." In the event of any discrepancy between the original and the accompanying copies, only the original shall prevail.
- 4.2 If the Proposal consists of more than one volume, the Bidder must clearly indicate number the volumes constituting the Proposal and provide an indexed table of contents individually for each volume.
- 4.3 The Proposal shall be typed or written in indelible ink, each page shall be initialed by a person or persons duly authorized to sign for the Bidder and the Proposal Letter shall be signed by a person or persons duly authorized to bind the Bidder to the Proposal.
- 4.4 The complete Proposal as outlined in Clause 3.0, shall be without alterations, interlineations, or erasures, except inevitable errors made by the Bidder. All such errors after necessary correction shall be initiated by the person or persons already authorized to sign the Proposal.

5.0 **SUBMISSION OF BID PROPOSALS**

5.1 **Sealing and Marking of Proposal**

- 5.1.1 Proposals consisting of one (1) original plus one copy must be submitted to PowerTel in sealed Envelopes or boxes by **1100** hours on the Bid deadline date.
- 5.1.2 The Envelopes or boxes containing the Proposals must be addressed to PowerTel as follows:

Deputy General Manager [Tele-Contracts],  
Power Grid Teleservices Limited  
Eastern Regional Telecom Control Centre,  
1st Floor,(Telecom Dept), CF-17, Action Area-1C,  
New Town, Rajarhat, Kolkata-700156  
Email: [sanjeev.tiwari@powergrid.in](mailto:sanjeev.tiwari@powergrid.in);  
[anushka.sadhu@powergrid.in](mailto:anushka.sadhu@powergrid.in)  
Mobile No.: +919717296927 / +918910956425

- a. The Envelope or box must indicate the name and address of the Bidder to enable the Proposal to be returned unopened in case it is declared as received after the due date and time or otherwise unacceptable.
- b. The inside Envelope or box must bear the same label as on the cover Envelope or box. Each Envelope or box shall be sealed.

- 5.1.3 Below the address given in Clause 5.1.2 above, the following must be written in bold letters:  
**Expression of Interest for Empanelment for providing Dark Fibre on lease in the states of West Bengal (Kolkata & Surrounding, South Bengal and North Bengal), Odisha, Jharkhand, Bihar, Sikkim, Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Meghalaya under ERTCC. (SPECIFICATION NO: ER2/NT/S-MISC/DOM/ZA4/24/03725 dated 31.05.2024)**

DO NOT OPEN UNTIL **1130** HOURS, BID DATE: **08.07.2024**

- 5.1.4 If the cover Envelope or box is not sealed and not marked as instructed above, PowerTel will assume no responsibility for the misplacement or premature opening of the submitted Proposal.

## **5.2 Deadline for Submission of Bid Proposal**

- 5.2.1 Proposals must be received at the address set forth in Clause 5.1.2 prior to **1100** hours (IST) on **08.07.2024**. Proposals may be delivered by hand, by prepaid/ registered or certified mail or by express courier. Proposals submitted by facsimile, electronic mail, telex, or telegram will not be accepted.
- 5.2.2 PowerTel may, at its discretion, extend the Bid Date by issuing an addendum in accordance with these Instructions for Bidders, Clause 2.3.2.

## **5.3 Late Bid Proposalss**

Any Bid Proposal received after **1100** hours on the Bid deadline date will be rejected no matter whatever may be the reason of delay and will be returned unopened. It is the sole responsibility of Bidder to comply with Clause 5.2 above.

## **5.4 Modifications and Withdrawal of Bid Proposal**

- 5.4.1 A Bidder may modify or withdraw its Proposal after Proposal submission, provided that the modification or notice of withdrawal is received in writing by PowerTel prior to Bid Submission Time on the Bid Date.
- 5.4.2 Bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of these Instructions for Bidders, Clause 5.4 for the submission of Proposals, with Envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

## **6.0 BID PROPOSAL OPENING AND EVALUATION**

### **6.1 Bid Proposal Opening**

- 6.1.1 PowerTel will open Envelope, in open session at **1130** Hours on **08.07.2024**. The Bidders' representatives who are present shall sign a register as evidence of their attendance.
- 6.1.2 At the Proposal opening on the Bid Date, PowerTel will examine Proposals to determine whether the requisite documents have been furnished and whether the documents have been properly signed.

6.1.3 Proposals for which a notice of withdrawal has been submitted pursuant to these Instructions for Bidders, Clause 5.4, will not be opened.

**6.2 Clarification on Bid Proposals**

During the examination, evaluation, and comparison of Proposals, PowerTel may, at its discretion, ask the Bidders for clarification of their Proposals. Requests for clarifications and responses shall be in writing.

## SECTION-V: APPLICATION & SCHEDULES

### Annexure-I: Application

Ref: ERTCC/Direct Empanelment/2024/-----

Date:-

To,

**Deputy General Manager [Tele-contracts],  
Eastern Regional Telecom Control Centre,  
Power Grid Teleservices Limited  
1st Floor,(Telecom Dept),  
CF-17, Action Area-1C, New Town, Rajarhat,  
Kolkata-700156**

**Sub: Request for Empanelment for providing Dark Fibre on lease in the states of West Bengal (Kolkata & Surrounding, South Bengal and North Bengal), Odisha, Jharkhand, Bihar, Sikkim, Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Meghalaya under ERTCC (Tender Enquiry No: ER2/NT/S-MISC/DOM/ZA4/24/03725 Date: 31.05.2024).**

Dear Sir,

- 1.0 Having examined your Dark Fibre requirements in various places in ER and NER under ERTCC, I the undersigned, express my interest for the same.
- 2.0 In line with your requirements I submit herewith the following information / data / documents:

#### A. COMPANY INFORMATION

1.	Name	:	
2.	Full Address	:	
	Telephone No.	:	
	Fax No.	:	
	Mobile No.	:	
	E-mail	:	
3.	<b>GSTIN No.</b>		Yes/ No
	<b>State</b>		<b>GSTIN No.</b>



4.	PAN	:	Yes/ No
5.	Trade License	:	Yes/ No
4.	Copy of Memorandum and articles of association attached	:	Yes/ No
5.	Copy of Telecom License (ISP-A/B/C), NLD etc/ Cable TV Registration (Only for Fiber leasing)/IP-1 Registration/ clearance from the concerned Licensing Authority (DoT) is attached	:	Yes/ No*

**\*Note: if No, undertaking given in Annexure-V to be filled & signed on company letterhead.**

**Annexure-A-I**, Format (for Credentials of the Party) duly filled & signed is attached.

**For and on behalf of Party**

**M/s.....  
(Signature of Authorised Representative)**

**Annexure-A-I: Format for Credentials of the Party**

Sl. No.	Description	Details provided by the party	Compliance
1	Name and Address of the Party with Contact Phone No and E mail ID		
2	Whether it is a registered Company		YES / NO
3	If registered, details of registration (attached copy of registration certificate)		
4	Name of Directors/owners of the company		
5	Annual Turnover of the Company for last 3 financial years(Attach balance sheet / Auditor Certificate for the last 3 years)		
6	Type of License/Registration (if any) owned by the party	IP-I / Cable Operator ( For fiber leasing only)/ISP-(A/B/C)/NLD or Others (Specify)	
7	Whether the Fiber that is offered is owned by the party		YES / NO
8	Name of States/Locations where Fiber is offered		
9	Name of Cities/ locations where fiber is available		

Sl. No.	Description	Details provided by the party	Compliance
10	What is the Total quantity of Fiber owned by the party	UG: Aerial:  Attach State wise / City wise fiber availability with length	
11	Type of Fiber Offered	Aerial / UGOFC/ Both	
12	Whether the same network is offered to other Telecom Company.		YES/ NO
13	List of Customers to whom fiber is being Offered along with Cities		
14	Name of additional states/cities/locations where fibre can be made available by party.		
15	Name of the Authorized Representative of the Party for the purpose of signing empanelment Agreement with PowerTel / Power Grid Corporation of India Limited		

Signature:  
Name:  
Designation:  
Company:  
(Company Seal)



**Annexure-II: Format for Declaration by the Party**

To,

**Deputy General Manager [Tele-contracts],  
Eastern Regional Telecom Control Centre,  
Power Grid Teleservices Limited  
1st Floor,(Telecom Dept),  
CF-17, Action Area-1C, New Town, Rajarhat,  
Kolkata-700156**

**Sub: Request for Empanelment for providing Dark Fibre on lease in the states of West Bengal (Kolkata & Surrounding, South Bengal and North Bengal), Odisha, Jharkhand, Bihar, Sikkim, Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Meghalaya under ERTCC (Tender Enquiry No: ER2/NT/S-MISC/DOM/ZA4/24/03725 Date: 31.05.2024).**

\_\_\_\_\_ (*name of authorized person*) being duly authorized to present and act on behalf of Party M/s..... The undersigned agrees that the decision of the PowerTel in the process of empanelment, resulting from our Request No. \_\_\_\_\_ dated \_\_\_\_\_ shall be full and final and we further agree to abide unreservedly with PowerTel's decision. Furthermore, we warrant that under no circumstances we shall challenge either the PowerTel's decision or right to make this decision at any time in the future.

(Authorised Signatory)

Date -----

Place -----

(here enter the name & address of the Party)

**Annexure-III: Format for Evidence of Signatory's Authority**  
**(Affidavit on non-judicial stamp paper)**

**Sub: Request for Empanelment for providing Dark Fibre on lease in the states of West Bengal (Kolkata & Surrounding, South Bengal and North Bengal), Odisha, Jharkhand, Bihar, Sikkim, Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Meghalaya under ERTCC (Tender Enquiry No: ER2/NT/S-MISC/DOM/ZA4/24/03725 Date: 31.05.2024).**

I \_\_\_\_\_ (Name of official) \_\_\_\_\_, aged \_\_\_\_\_ (present age) \_\_\_\_\_ years, S/D/W of \_\_\_\_\_ (Name) \_\_\_\_\_ and \_\_\_\_\_ presently resident of \_\_\_\_\_ (address) \_\_\_\_\_ and \_\_\_\_\_ (Designation) \_\_\_\_\_ of \_\_\_\_\_ (Name of firm) \_\_\_\_\_ after having been duly sworn certify the following:

1. That I am the [Insert official capacity and attach as Attachment ..... (evidence of Signatory authority as per Party's own format)] of the [Insert name of firm], [Insert type of entity, i.e., corporation, limited liability COMPANY, etc.] duly organized under the laws of \_\_\_\_\_. (Name of State (if applicable) and Country)
2. That as (Insert official capacity) for and on behalf of the [Insert name of firm], I hereby solemnly affirm and certify:
  - a. That the information submitted vide our letter ref.....dated..... is complete and in accordance with the requirements.
  - b. That all statements made vide above aforementioned letter and in the required attachments are true and correct;
  - c. That this Proposal is made for the express purpose of qualifying \_\_\_\_\_ (Insert name of firm) under Subject Proposal for Empanelment of Agencies for taking Dark Fibre on lease in the states of West Bengal (Kolkata & Surrounding, South Bengal and North Bengal), Odisha, Jharkhand, Bihar, Sikkim, Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Meghalaya under ERTCC.
  - d. That the Party will make available to the PowerTel any information it may find necessary to verify any item in this Proposal or regarding his competence and general reputation.
  - e. That the undersigned is duly authorized by the Firm(s)/ individual to make these representations and to sign this Proposal.

Authorized Officer

WITNESSES:

1.

2.

Subscribed and sworn to before me this ..... day of .....2024.  
at \_\_\_\_\_ .

\_\_\_\_\_  
Notary Public

**Annexure-IV: Format for Assessment of Qualification Requirements**

To,  
**Deputy General Manager [Tele-contracts],**  
**Eastern Regional Telecom Control Centre,**  
**Power Grid Teleservices Limited**  
**1st Floor,(Telecom Dept),**  
**CF-17, Action Area-1C, New Town, Rajarhat,**  
**Kolkata-700156**

**Sub: Request for Empanelment for providing Dark Fibre on lease in the states of West Bengal (Kolkata & Surrounding, South Bengal and North Bengal), Odisha, Jharkhand, Bihar, Sikkim, Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Meghalaya under ERTCC (Tender Enquiry No: ER2/NT/S-MISC/DOM/ZA4/24/03725 Date: 31.05.2024).**

**Qualification Requirements (Pass/Fail Criteria)**

Sl. No. of EOI Document	As specified by PowerTel	Our Proposal	
		Response Yes/No	Documentary Evidence Enclosed
<b>9.0</b>	<b>Qualification Requirements</b>  The Bidder must possess a valid license/ registration as Infrastructure provider Category-I (IP-I) or Cable TV (C-TV) operator or Internet Service Provider Category-A/B/C (ISP-A, ISP-B or ISP-C) or any other license/ registration from the concerned authority i.e. Department of Telecom, Govt. of India to lease out the dark fiber.  OR  An undertaking by the bidder that the above license / registration to be posses by the bidder before signing of agreement for empanelment and issuance of purchase order by PowerTel for taking dark fiber on lease.	<b>Yes/No</b>	
		<b>Yes/No</b>	
	<b>Requirements of Sl. No. 9.0 above met.</b>	<b>Yes/No</b>	
	<b>Qualification Requirements Met</b>	<b>Yes/No</b>	

**For and on behalf of the Party**

M/s.....

**(Signature of Authorised Representative)**

**Annexure-V: Format of Undertaking**  
**(To be printed on Company letterhead)**

To,

**Deputy General Manager [Tele-contracts],  
Eastern Regional Telecom Control Centre,  
Power Grid Teleservices Limited  
1st Floor,(Telecom Dept),  
CF-17, Action Area-1C, New Town, Rajarhat,  
Kolkata-700156**

**Sub: Request for Empanelment for providing Dark Fibre on lease in the states of West Bengal (Kolkata & Surrounding, South Bengal and North Bengal), Odisha, Jharkhand, Bihar, Sikkim, Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Meghalaya under ERTCC (Tender Enquiry No: ER2/NT/S-MISC/DOM/ZA4/24/03725 Date: 31.05.2024).**

Dear Sir,

This is to undertake that we will submit the valid license/ registration certificate as Infrastructure provider Category-I (IP-I) or Cable TV (C-TV) or Internet Service Provider Category-A/B/C (ISP-A, ISP-B or ISP-C) or any other license/ registration from the concerned authority i.e. Department of Telecom, Govt. of India to lease out the dark fiber before the signing of agreement for empanelment and issuance of purchase order by PowerTel for taking dark fibre on lease in the states of West Bengal (Kolkata & Surrounding, South Bengal and North Bengal), Odisha, Jharkhand, Bihar, Sikkim, Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Meghalaya under ERTCC.

Non-submission of verified license/ registration certificate is liable to cancel the empanelment. PowerTel's decision on above shall be full & final.

**For and on behalf of The Party**

M/s.....

**(Signature of Authorised Representative)**



**Annexure-VI: Exceptions to the Empanelment Requirements**

To,

**Deputy General Manager [Tele-contracts],  
Eastern Regional Telecom Control Centre,  
Power Grid Teleservices Limited  
1st Floor,(Telecom Dept),  
CF-17, Action Area-1C, New Town, Rajarhat,  
Kolkata-700156**

**Sub: Request for Empanelment for providing Dark Fibre on lease in the states of West Bengal (Kolkata & Surrounding, South Bengal and North Bengal), Odisha, Jharkhand, Bihar, Sikkim, Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Meghalaya under ERTCC (Tender Enquiry No: ER2/NT/S-MISC/DOM/ZA4/24/03725 Date: 31.05.2024).**

The following are the only deviations in Proposal vis-a-vis your EOI requirements in respect of providing Dark Fiber for subject works. We confirm that, except the following, we agree to all the terms and conditions of PowerTel.

PowerTel Requirement	Deviations Proposed
As latest EOI for empaneling parties published on.....	

(Authorised Signatory)

Date -----

Place -----

\_\_\_\_\_  
(here enter the name & address of the Party with Company Seal)

- Note: 1) Even in case of no deviations, please submit this schedule duly filled in.**
- 2) Parties are required to indicate deviations/exceptions to PowerTel Requirements in this Annexure only. Further, PowerTel would not take cognizance to any deviations/exceptions, other than those indicated in the above table.**
- 3) Parties may use separate sheet for detailed response.**

**Annexure-VII: Declaration regarding Social Accountability**

To,

**Deputy General Manager [Tele-contracts],  
Eastern Regional Telecom Control Centre,  
Power Grid Teleservices Limited  
1st Floor,(Telecom Dept),  
CF-17, Action Area-1C, New Town, Rajarhat,  
Kolkata-700156**

**Sub: Request for Empanelment for providing Dark Fibre on lease in the states of West Bengal (Kolkata & Surrounding, South Bengal and North Bengal), Odisha, Jharkhand, Bihar, Sikkim, Assam, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura and Meghalaya under ERTCC (Tender Enquiry No: ER2/NT/S-MISC/DOM/ZA4/24/03725 Date: 31.05.2024).**

Dear Sir,

We confirm that we stand committed to comply to all requirements of Social Accountability Standards i.e., SA8000 (latest Standard available at [www.sa-intl.org](http://www.sa-intl.org)) and maintain the necessary records. Brief description about Social Accountability Standards i.e., SA8000 are below:

1. **Child Labor:** No use or support of child labor; policies and written procedures for remediation of children found to be working in situation; provide adequate financial and other support to enable such children to attend school; and employment of young workers conditional.
2. **Forced and Compulsory Labor:** No use or support for forced or compulsory labor; no required 'deposits' - financial or otherwise; no withholding salary, benefits, property or documents to force personnel to continue work; personnel right to leave premises after workday; personnel free to terminate their employment; and no use nor support for human trafficking.
3. **Health and Safety:** Provide a safe and healthy workplace; prevent potential occupational accidents; appoint senior manager to ensure OSH; instruction on OSH for all personnel; system to detect, avoid, respond to risks; record all accidents; provide personal protection equipment and medical attention in event of work-related injury; remove, reduce risks to new and expectant mothers; hygiene- toilet, potable water, sanitary food storage; decent dormitories- clean, safe, meet basic needs; and worker right to remove from imminent danger.
4. **Freedom of Association and Right to Collective Bargaining:** Respect the right to form and join trade unions and bargain collectively. All personnel are free to: organize trade unions of their choice; and bargain collectively with their employer. A company shall: respect right to organize unions & bargain collectively; not interfere in workers' organizations or collective bargaining; inform personnel of these rights & freedom from retaliation; where law restricts rights, allow workers freely elect representatives; ensure no discrimination against personnel engaged in worker organizations; and ensure representatives access to workers at the workplace.
5. **Discrimination:** No discrimination based on race, national or social origin, caste, birth, religion, disability, gender, sexual orientation, union membership, political opinions and age. No discrimination in hiring, remuneration, access to training, promotion, termination,

and retirement. No interference with exercise of personnel tenets or practices; prohibition of threatening, abusive, exploitative, coercive behaviour at workplace or company facilities; no pregnancy or virginity tests under any circumstances.

6. **Disciplinary Practices:** Treat all personnel with dignity and respect; zero tolerance of corporal punishment, mental or physical abuse of personnel; no harsh or inhumane treatment.
7. **Working Hours:** Compliance with laws & industry standards; normal workweek, not including overtime, shall not exceed 48 hours; 1 day off following every 6 consecutive work days, with some exceptions; overtime is voluntary, not regular, not more than 12 hours per week; required overtime only if negotiated in CBA.
8. **Remuneration:** Respect right of personnel to living wage; all workers paid at least legal minimum wage; wages sufficient to meet basic needs & provide discretionary income; deductions not for disciplinary purposes, with some exceptions; wages and benefits clearly communicated to workers; paid in convenient manner – cash or check form; overtime paid at premium rate; prohibited use of labor-only contracting, short-term contracts, false apprenticeship schemes to avoid legal obligations to personnel.
9. **Management Systems:** Facilities seeking to gain and maintain certification must go beyond simple compliance to integrate the standard into their management systems and practices

**NOTE-** You shall follow the Latest Standard available at [www.sa-intl.org](http://www.sa-intl.org) and maintain necessary records.

**For and on behalf of the Party**

M/s.....

**(Signature of Authorised Representative)**