

**RAILTEL CORPORATION OF INDIA LIMITED**

**(A Govt. of India Undertaking)**

**Expression of Interest for Selection of Partner from Empanelled Business Associate/ Channel Partners/  
System Integrators**

**For**

**“Request for Proposal (RFP)**

**For**

**Supply, Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City  
Network Backbone along with providing Operations & Maintenance Services**

**EOI No: RCIL/WR/MUMBAI/Mktg/25-26/15 dated 13<sup>th</sup> August 2025**

**EOI NOTICE**  
**RailTel Corporation of India Ltd,**  
**Western Railway Microwave Complex, Senapati Bapat Marg,**  
**Mahalaxmi, Mumbai – 400013**

**EOI Notice No:** RCIL/WR/MUMBAI/Mktg/25-26/15 dated 13<sup>th</sup> August, 2025

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empanelled Partners/ Business Associates/ Channel Partners/ System Integrators who are registered under the category of “**Request for Proposal (RFP) For Selection of Implementation Agency for Supply, Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City Network Backbone along with providing Operations & Maintenance Services**” as per customer **Tender Ref Number- NMSCDCL/51/2025-26 Date: July 30, 2025** and any other addendums/corrigendum/documents contained within and related to the same.

The details are asunder:

1	Last date for submission of Technical Packet against EOIs by bidders	18 <sup>th</sup> August 2025 at 15:00 Hours
2	Opening of Technical Bid of EOIs	18 <sup>th</sup> August 2025 at 15:30 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI fees inclusive tax (Non-refundable)	Rs. 25,500/-
5	EMD	Rs. 2,00,00,000/- in the form of online transfer as EMD along with submission of EOI response.

The EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online bank transfer. Partner needs to share the online payment transfer details like UTR No, date of payment, etc.

**RailTel Bank Details:** Union Bank of India, **Account No.** 317801010036605, **IFSC Code** - UBIN0531782.

Eligible Business Associates are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

**1. Level 1**

**Contact Name:** Sh. Akhil Sarwate

**Designation:** Deputy Manager/Marketing

**E-Mail Address:** akhil.sarwate@railtelindBidder.com

**Mobile No:** +91-9987833844

**2. Level 2**

**Contact Name:** Sh. Viplov Nath Mishra

**Designation:** Deputy General Manager/ Marketing

**E-Mail Address:** viplovnmishra@railtelindBidder.com

**Mobile No:** +91- 9004444124

**Note:**

1. Empanelled partners are required to submit soft copy of technical packet through an e-mail at **eoi.wr@railtelindia.com** duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empanelled Partners of RailTel only**.
3. All the document must be submitted with **proper indexing and page no.**
4. This is a **post partnership arrangement with empanelled business associate of RailTel for execution of end customer RFP**. Selected partner’s authorized signatory has to give an undertaking they will not

submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for post-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.

5. Partner has to submit their response as an individual organization only. No consortium is allowed. The Bidder has to be an empanelled partner of RailTel.
6. **Transfer and Sub-letting.** The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
7. All Bidders to sign and stamp RailTel's EOI and its corrigendum's implying acceptance of all terms and conditions as mentioned and submit the same along with their Bids.

## 1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Mini Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

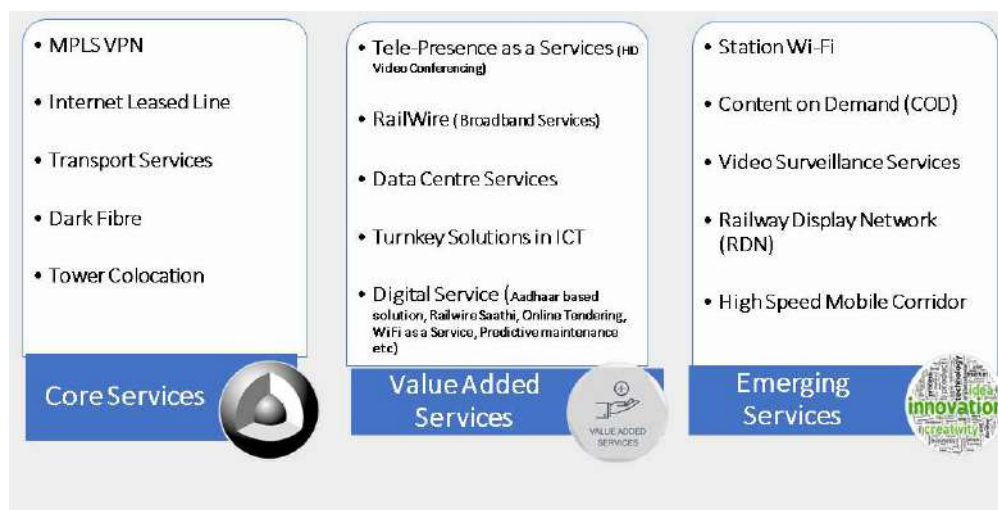
RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

### Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long Distance Operator, International Long Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



### a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of

Telco's

**b) Enterprise Services**

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the “Always ON” internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

**c) DATA CENTER**

- Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empanelled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications
- Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

**d) National Long Distance:**

Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators

- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

**e) High-Definition Video Conference:**

RailTel has unique service model of providing high -definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

**f) Retail Services – RailWire**

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,68,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.

## **2. Project Background and Objective of EOI**

RailTel intends to participate in RFP floated by end Customer organization for “ Selection of Implementation Agency for Supply, Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City

Network Backbone along with providing Operations & Maintenance Services by Nashik Municipal Smart City Development Corporation Limited (NMSCDCL)” with tender Ref. No. **Tender Ref Number- NMSCDCL/51/2025-26 Date: July 30, 2025**

RailTel invites EOIs from RailTel’s Empanelled Partners / Business Associates/ Channel partners/ System Integrators for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding customer local environment.

### **3.Scope of Work**

- Bidder shall be responsible for provisioning required network infrastructure and/or systems, along with coordination with other agencies for the end to end laying of fibre and establishing redundant network.
- Bidder shall exercise due care that soil from trenching intended to be loose for back filling is not mixed with loose debris. While trenching, Bidder should not cause damage to any underground installations belonging to others agencies and any damage caused should be made good at his own cost and expense.
- Optical Fibre Cable to be laid through HDPE/PLB HDPE Pipes buried at a nominal depth of 165 cms.
- Laying of HDPE/PLB HDPE pipes/coils coupled by HDPE/PLB HDPE sockets in excavated trenches, on bridges and culverts, drawing of 6 mm Polypropylene Para rope (P.P.rope) through the HDPE/PLB HDPE pipes/coils as per Construction Specifications and Sealing of HDPE/PLB HDPE pipe ends at every manhole by HDPE/PLB HDPE end caps of suitable size.
- Fixing of GI pipes with clamps at culvert /bridges and/or chambering or concreting of GI pipes/through, wherever necessary
- Backfilling, Removal & Cleaning of spillover/spread over/extra debris
- After backfilling of soft soil, a roller or hand compactor to be used to level and smooth the surface
- Mandatory Reinstatement and restoration of the excavated trenches according to the construction specification (in case of Tar/Concrete/Murum trenching)
- Bidder shall ensure procurement of 4 HDPE duct of 40 mm OD of different colours for ease of maintenance and recognition during maintenance phase. Bidder to ensure fibre to be blown in only one colour of HDPE duct across the entire route length of network infrastructure.
- Constructing & Opening of manholes for ensuring smooth passage for pulling the cable in any of the 4 HDPE duct. Pulling of Optical Fibre Cable with proper tools and accessories as per construction specifications. Sealing of both ends of the manholes by a hard rubber bush of suitable size to avoid entry of rodents into the HDPE/PLB HDPE pipes, putting split HDPE/PLB HDPE pipes with proper fixtures over the cable in the manhole to protect the bare cable during pulling the manhole. Backfilling and dressing of manholes.
- The Bidder shall be responsible for all necessary arrangements to remove or pump out water from trench. The BIDDER should survey the soil condition encountering the section and make his own assessment about dewatering arrangements that may be necessary. No extra payment shall be admissible for this and the tendered rate may take care of this aspect.
- Optical Fibre Cables should be pulled through Permanently Lubricated HDPE Duct of 40 mm size conforming to the specifications as per TEC GR No. TEC/GR/TX/CDS-008/03 / MAR-11 or subsequent Amendments.
- Cable sealing Plug shall be used to seal the end of the ducts perfectly, after the OF cable is pulled in the duct. For pulling the cable through the ducts, it is necessary to provide manholes at that location and also at bends and corners wherever required. The ends of the PLB HDPE ducts/coils are closed with Cable sealing Plugs. The End Plugs used should be suitable for closing PLB HDPE ducts/coils. The Cable sealing plug shall conform to TEC GR No. TEC/GR/TX/CDS- 008/03/MAR-11 or subsequent Amendments.
- Push Fit couplers shall be used for coupling PLB HDPE ducts/coils.
- The Bidder shall be responsible for coordinating with the upcoming CCTV bidder and other Bidder’s to establish connectivity from the fibre termination point to the junction box of the smart solution. This involves ensuring seamless connectivity, effective coordination, and timely completion of the task. Any non- compliance resulting in delays, shall lead to appropriate action at the discretion of NMSCDCL.
- Bidder shall provision for warehouse services for the storage of all the project related infrastructure and

accessories at its own cost.

- BIDDER shall be responsible for obtaining all permits and approvals from various agencies/departments, necessary for installation of site infra at various locations across the city; NMSCDCL shall assist BIDDER in obtaining the desired approvals.
- NMC/ NMSCDCL shall be granting free of cost Right of Way (RoW) permission to the BIDDER for undertaking laying of duct & fibre blowing while ensuring backfilling and restoration/ reinstatement of the trench/pit as per the norms and to the satisfaction of the concerned agency/department/approving authority, limited to the approved Network Route Plan. Prior to commencing any excavation activities—including duct laying, fibre blowing, and manhole/handhole construction—the Implementation Agency shall notify all concerned authorities and secure all required No Objection Certificates (NOCs) or permissions.
- The Bidder is responsible for paying any required Right of Way (ROW) fees to external departments, which will be reimbursed by NMC/NMSCDCL upon submission of payment proof and evidence of completion of Transmission and Distribution (T&D) work under the jurisdiction of that authority.
- Bidder shall deploy sufficient manpower for multiple team to perform multiple activities onsite, in order to operate respective systems at NMSCDCL during the contract period, for which there shall be at least one qualified resource for each of the solution along with a Project Manager.
- The Bidder shall deploy manpower with the requisite skill sets to effectively address and resolve on-site challenges within the prescribed timeframes. This shall include, but not be limited to, the restoration of mechanical damages (e.g., pipeline disruptions and related infrastructure), electrical faults, plumbing issues, and other site-related damages that may arise during the execution and O&M of the project.

**Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.**

**Note: The Bill of Materials (BOM) provided is indicative in nature. RailTel reserves the right to modify, add, or delete any item(s) in the Bill of Quantities (BOQ) in accordance with the scope of work, RailTel's internal policies, and the Terms & Conditions prescribed by the end client.**

## **4. Response to EOI guidelines**

### **4.1 Language of Proposals**

The proposal and all correspondence and documents shall be written in English in soft copy through an email.

### **4.2 RailTel's Right to Accept/Reject responses**

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

### **4.3 EOI response Document**

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

### **4.4 Period of Validity of bids and Bid Currency**

Bids shall remain valid for a period of 120 days from the date Bid submission date issued by the end Customer organization for which bid is going to submit.

### **4.5 Bid Earnest Money (EMD)**

**4.5.1** The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as **EOI EMD**.

**4.5.2** Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected. EMD if paid via online transfer then the details of the payment (UTR No, Payment Date, etc) should be accompanied with the bid.

**4.5.3** In case if offer is selected for bidding, the partner has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid or as applicable) for the bid to RailTel. The selected Business Associate shall have to transfer the balance EMD in proportion to the quoted value/scope of work to RailTel before RailTel's submission of bid to end customer as applicable.

**4.5.4 Return of EMD for unsuccessful Business Associates:** EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.

**4.5.5 Return of EMD for successful Business Associate:** EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable and Integrity Pact BG of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.6) from Business Associate whichever is later.

**4.5.6 Forfeiture of EOI EMD or EOI EMD & EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:**



The EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

In case of non-submission of SD/PBG (as per clause no. 4.6) lead to forfeiture of EMD and Integrity Pact and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

Having participated with another party/consortium apart from RailTel in RailTel's end customer Tender.

Partial or non submission of EMD/Tender Fees or both.

#### **4.6 Security Deposit / Performance Bank Guarantee (PBG)**

In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.

As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

#### **4.7 Last date & time for Submission of EOI response**

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

#### **4.8 Modification and/or Withdrawal of EOI response**

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel.

No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

#### **4.9 Details of Financial bid for the above referred tender**

Business Associate meeting eligibility criteria and lowest price will be selected for optimizing technical and Commercial solution so that most winnable solution is submitted to end customer.

In case if there are Two or more Business Associate meeting eligibility criteria and quoting same price, then negotiation will be conducted within these Sole partner in the second stage for the given scope of the work and Sole bidder with overall lowest (L1) offer will be selected for optimizing technical and Commercial solution.

The final bid for the tender will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

#### **4.10 Clarification of EOI Response**

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

#### 4.11 Period of Association/Validity of Agreement

RailTel will enter into an agreement with selected bidder with detailed Terms and conditions.

#### 4. Eligibility Criteria for Bidding Business Partner of RailTel

Sr. No	Criteria	Details	Documents to be Submitted
1	Consortium and Joint Venture	Consortium is allowed.	<ul style="list-style-type: none"><li>• Consortium agreement needs to be submitted on notarized INR 500 stamp paper</li></ul>
2.	Legal Entity	The Bidder and/ or Consortium Partners must be an entity registered in India from last Five (5) years, under the Companies Act 1956 / 2013 or LLP registered under LLP Act 2008 or Partnership firm or subsequent amendments thereto.	<p>The bidder and/or any one of the Consortium Partner shall submit</p> <ul style="list-style-type: none"><li>• Certificate of incorporation / Registered Partnership deed of bidder</li><li>• GST Registration Certificate of bidder</li><li>• Certificate of commencement of business (if applicable) of bidder.</li><li>• MOA and AOA</li><li>• PAN Card</li></ul>
3.	Board Resolution / Power of Attorney in favour of Authorized Signatory	A Board Resolution or Power of Attorney, in the name of the person executing the bid, authorizing the signatory to sign on behalf of the Bidding entity. The person issuing the Power of Attorney shall possess Board Resolution in his favour for granting such rights	<p>The bidder and/or any one of the Consortium Partner shall submit</p> <p>Board Resolution</p> <p>AND / OR</p> <p>Power of Attorney with appropriate supporting documents as per the formats given in Annexure of this document.</p> <p>In case of generic Board Resolution or Power of</p>

			Attorney, the same shall be certified by Company Secretary or any Director for the applicability of the same for this RFP
4.	Mandatory Compliances / Licenses/Certifications	<p>The Bidder and/or Consortium Partners have below mandatory registration &amp; licenses:</p> <p>IP1 registration under competent authority (Department of Telecom as on bid submission date</p>	The bidder and/or any one of the Consortium Partner shall submit Registration /Certificate from Department of Telecommunications, Govt. of India for IP1
5.	Non-Black Listed/ Debarred	The Bidder and/or Consortium Partners must not be blacklisted/ debarred by any State Government or Central Government or PSUs / Govt. undertakings or Government Companies / Government Enterprises or Urban Local Bodies (ULB) or similar statutory entities in India as on the date of bid submission	The Bidder and/or Consortium Partners combined shall submit Self-declaration to be submitted on notarized INR 500 stamp paper.
6.	Self - Declaration	The Bidder and/or Consortium Partners must not be insolvent, in receivership or bankrupt as on the date of bid submission	The Bidder and/or Consortium Partners combined shall submit Self-declaration to be submitted on notarized INR 500 stamp paper.

Sr. No	Criteria	Details	Documents to be Submitted
7.	Years of Operations	The Bidder and/or Consortium Partners must have been in the business for laying telecom duct & OFC infrastructure along with providing its maintenance services for last 5 years as on bid submission date	The bidder and/or any one of the Consortium Partner shall submit shall submit Certificate from statutory auditor/CA having UDIN / Relevant Work Orders
8.	Financials	The Bidder and/or Consortium Partners must have combined average annual turnover of min INR 25 crore in previous five financial years.  (In absence of audited balance sheet and P&L for FY 2024-2025, bidders and/or consortium partners are allowed to submit balance sheet and P&L for FY2019-20" to FY2023-24")	The Bidder and/or Consortium Partners collectively shall submit  Audited balance sheet and profit & loss statement  OR Certificate from statutory auditor/CA having UDIN (for specific business related turnover, as asked)
9.	Net worth	The bidder and/ or Consortium Partner should have positive net worth in each of the previous three financial years.  (In absence of audited balance sheet and P&L for FY 2024-2025, bidders are allowed to submit balance sheet and P&L for FY2021-22" to FY2023-24")	The bidder and/or Consortium Partners in collectively shall submit  Certificate from statutory auditor/CA having UDIN
10.	Technical Capability – Laying of Telecom Infrastructure (Duct & OFC)	The bidder and/ or Consortium Partner should have relevant experience, successfully completed, in India related to installation and laying (Trenching and Ducting) of underground telecom infrastructure (Duct & OFC), in last five years (FY'2020 – FY'2025) for licensed TSP/Government entity/PSU/Pvt organization or as IP1 Infrastructure provider as on bid submission date:  One project of value not less than INR 15 Cr  OR  Two projects each having value not less than INR 10 Cr  OR	The bidder and/or any one of the Consortium Partner shall submit  1. Work Order or Signed Contract with detailed scope of work AND  2. Client Completion Certificate / Certificate from statutory auditor/CA having UDIN certifying the relevant completed value / work quantum.  OR

		Three projects each having value not less than INR 5 Cr.	Satisfactory Work in Progress Certificate from the Client / Certificate from statutory auditor/CA having UDIN certifying the relevant completed value / work quantum.
11.	Technical Capability – Duct & OFC Fibre laying (Underground)	<p>The Bidder and/ or Consortium Partner must have all the relevant experience in India as per below criteria in last five years (FY'2020 – FY'2025) as on bid submission date:</p> <ol style="list-style-type: none"> <li>Experience of successfully completed Trenching &amp; Ducting for laying underground telecom Duct/Optical Fibre Cable through Horizontal Drilling Methodology (HDD)/ Open Trenching (OT) Methodology for licensed TSP/UL licensed entity/Government entity/PSU in India: <p>One project for minimum linear (non-overlapping) route length of 100 km OR Two projects for minimum linear (non-overlapping) route length of 50 km OR Three projects for minimum linear (non-overlapping) route length of 25 km</p> </li> <li>Experience of successfully completed blowing of underground OFC for licensed TSP/UL licensed entity/Government entity/PSU in India: <p>One project for minimum linear (non-overlapping) route length of 100 km OR Two projects for minimum linear (non-overlapping) route length of 50 km OR Three projects for minimum linear (non-overlapping) route length of 25 km</p> </li> <li>Experience of Operations and Maintenance of underground telecom Duct/Optical Fibre Cable for licensed TSP/UL licensed entity/Government entity/PSU in India: <p>One project for minimum linear (non-overlapping) route length of 100 km Two projects for minimum linear (non-overlapping) route length of 50 km</p> </li> </ol>	<p>The bidder and/or any one of the Consortium Partner shall submit</p> <ol style="list-style-type: none"> <li>Work Order or Signed Contract with detailed scope of work AND Client Completion Certificate / Certificate from statutory auditor/CA having UDIN certifying the relevant completed value / work quantum. OR Satisfactory Work in Progress Certificate from the Client / Certificate from statutory auditor/CA having UDIN certifying the relevant completed value / work quantum</li> </ol>

		<p>OR</p> <p>Three projects for minimum linear (non-overlapping) route length of 25 km</p>	
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## 6. Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and emailAddress	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

## 7. Evaluation Criteria

**7.1** The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.

**7.2** The Business Associate qualifying the Eligibility criteria will be selected for optimizing technical and Commercial solution so that most winnable solution is submitted to end customer.

**7.3** In case if there are two or more Sole Bidders meeting eligibility criteria then the price bids will be sought from these Sole Bidder in the second stage for the given scope of the work and Sole Bidder with overall lowest (L1) offer will be selected for optimizing technical and Commercial solution.

**7.4** RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.

**7.5** All General requirements mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

## 8 Withdrawal of Bids

A Bidder wishing to withdraw its bid shall notify to RailTel by e-mail prior to the deadline prescribed for bid submission. The notice of withdrawal shall be addressed to RailTel at the address named in the Bid Data Sheet, and bear the Contract name, the <Title> and < Bid No.>, and the words "Bid Withdrawal Notice." Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

## 9 Evaluation Process

The evaluation process of the bid proposed to be adopted by RailTel is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that RailTel may adopt.

RailTel shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. RailTel may waive any informality or non-conformity in a bid which does not constitute a material deviation according to RailTel.

The bid prices should not be mentioned in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid and forfeiture of EMD.

## **10 Performance Bank Guarantee**

The Bidder shall at his own expense, deposit with RailTel, an unconditional and irrevocable Performance Bank Guarantee (PBG) from nationalized banks as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

This Performance Bank Guarantee will be submitted within 21 days of the notification of award of the contract/ Letter of Acceptance (LOA) issuance whichever is earlier. If PBG is not submitted within this time frame a delayed PBG penalty will be attracted. Post 21 days and upto 60 days from date of notification of award of the contract/ Letter of Acceptance (LOA) issuance a penalty at 15% per annum interest of LOA amount will be levied as delayed PBG penalty and this penalty will be deducted from the Invoices & EMD of the Bidder. After these 60 days if PBG is not submitted then it will be assumed that the Bidder is not interested in submitting PBG and the Amount of PBG along with the delayed PBG penalty calculated will be retained from Invoices & EMD of the Bidder. Non submission of PBG can also lead to cancellation of contract and the decision with respect to whether, to retain the PBG Amount and penalty from Invoices & EMD or cancellation of contract, will be at the sole discretion of RailTel. In the event of cancellation of contract EMD will be forfeited. If PBG is retained from Invoices & EMD then the PBG Amount only and not the penalty attracted will be paid to the Bidder in such a case post the contract period plus three months (expected PBG validity date) are over after deducting any applicable deductions (eg: Poor service, etc).

This Performance Bank Guarantee will be for an amount equivalent to 5% of the total contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder. The Performance Bank Guarantee format can be found in this document.

The Performance Bank Guarantee may be discharged/ returned by RailTel upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, RailTel would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the Contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. RailTel shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.

The 30days' notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The PBG shall be invoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

RailTel shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.



## **11 Rights to Terminate the Process**

RailTel may terminate the bid process at any time and without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This bid document does not constitute an offer by RailTel. The Bidder's participation in this process may result in RailTel selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

## **12. Payment terms**

RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.

All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end customer organization and upon submission of correct Tax Invoices as per statutory norms.

The Payments received from end customer will be disbursed Scope wise to the selected BAs. The BA selected for a particular scope will receive payments once end customer releases payments for the specific scope.

## **13 SLA**

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

### **Note:**

- 1. Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid**
- 2. All Documents and requirements like EMD, Tender Fees, PBG, Contract Agreement to be shared/executed Back to Back as per the end customer RFP/Tender with Tender Ref Number-NMSCDCL/51/2025-26 Date: July 30, 2025**
- 3. In case of any discrepancy or ambiguity in any clause /specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/ MSA/ SLA also included.)**
- 4. All clauses such as cost involved, payment term, validity, lock in period, etc will be back to back as per RFP/ Tender.**
- 5. All required MAFs is to be arranged by Selected Bidders before RailTel's submission of Bid in end customer tender.**

**Annexure 1: Format for COVERING LETTER (To be submitted by Lead Bidder)**

**COVERING LETTER (To be on company letter head)**

EoI Reference No: \_\_\_\_\_ Date: \_\_\_\_\_

To,

RailTel Corporation of India Ltd.  
Western Railway Microwave complex,  
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

**SUB:** Participation in the EoI process

Having examined the Invitation for EoI document bearing the reference number \_\_\_\_\_ Dt. \_\_\_\_\_ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

We hereby Submit EMD amount of Rs. \_\_\_\_\_ issued vide \_\_\_\_\_ from Bank \_\_\_\_\_.

**Authorized Signatory Name:**

**Designation:**

**Signature:**

**Seal of the Organization:**

**Annexure 2: Format for Self-Certificate & Undertaking (To be submitted by Bidder/ in case of Consortium, all Partners need to be submitted)**

**Self-Certificate (To be on company letter head)**

EoI Reference No: \_\_\_\_\_ Date: \_\_\_\_\_

To,

RailTel Corporation of India Ltd.  
Western Railway Microwave complex,  
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

**Sub:** Self Certificate for Tender, Technical & other compliances

1. Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
2. We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected sole partner/lead partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected sole bidder fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner bidder.
3. We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
4. We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
5. We hereby certify that any services, equipment and materiel's to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
6. We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
7. We understand and agree that RailTel is intending to select a sole bidder who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
8. We hereby agree to submit that in case of being selected by RailTel as sole bidder for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
9. We hereby undertake to sign Agreement, Pre-Contract Integrity Pact and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 500/- in the prescribed Format.

10. We undertake that we will not submit directly or indirectly our bids and techno-commercial solution/association with any other organization once selected in this EOI (before and after submission of bid to RailTel).

**Authorized Signatory Name:**

**Designation:**

**Signature:**

**Seal of the Organization:**

**Annexure 3: Undertaking for not Being Blacklisted/Debarred (To be submitted by Bidder/ in case of Consortium, all Partners need to be submitted)**

EoI Reference No: \_\_\_\_\_ Date: \_\_\_\_\_

To,

RailTel Corporation of India Ltd.  
Western Railway Microwave complex,  
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

**Subject:** Undertaking for not being Blacklisted/Debarred

We, <Company Name>, having its registered office at <Address> hereby declares that that the Company has not been blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

**Authorized Signatory Name:**

**Designation:**

**Signature:**

**Seal of the Organization:**

#### **Annexure 4: Format of Affidavit (to be submitted by Lead Bidder)**

##### **FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER ALONGWITH THE EOI DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 500/-. The paper has to be in the name of the BA) \*\*

I..... (Name and designation) \* appointed as the attorney/authorized signatory of the BA (including its constituents),

M/s \_\_\_\_\_ (hereinafter called the BA) for the purpose of the EOI documents for the work of \_\_\_\_\_ as per the EOI No. \_\_\_\_\_ Dt. \_\_\_\_\_ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website [www.railtelindBidder.com](http://www.railtelindBidder.com). I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)\* and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE OF THE BA

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE ADVOCATE

**Place:**

**Dated:**

**\*\*The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by  
BA. Attestation before Magistrate/ Notary Public.**

## **Annexure 5: Draft Non-Disclosure Agreement**

(To be submitted on a Rs. 500 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year (effective date) by and between \_\_\_\_\_ (“Department”) and \_\_\_\_\_ (“Company”). Whereas, Department and Company have entered into an Agreement (“Agreement”) \_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_ and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

### **1. Definitions. As used herein:**

- a. The term “Confidential Information” shall include, without limitation, all information and material’s, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code material’s, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, “Department” shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

### **2. Protection of Confidential Information:** With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
- c. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;



- d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
  - e. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
  - f. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
  - b. After it has become generally available to the public without breach of this Agreement by Company; or
  - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
  - d. Which Department agrees in writing is free of such restrictions.
  - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies.** Company acknowledges that
- (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department;
  - (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and
  - (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not

and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred appropriately to RailTel/ stakeholders/ partners/ patrons
  - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
  - b. The place of arbitration shall be Mumbai.
  - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
  - d. The proceedings of arbitration shall be conducted in English language.
  - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to \_\_\_\_\_ years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

Name:

Title:

WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

For Company

Name:

Title:

WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

## **Annexure 6: Integrity Pact**

(To be executed on Rs. 500/- Stamp Paper)

EoI Number: \_\_\_\_\_ Dated: \_\_\_\_\_

This Integrity Pact is made at on this \_\_\_\_\_ Day of \_\_\_\_\_ 2024

BETWEEN

RailTel Corporation of India Ltd (a Govt of Indian Enterprise under Ministry of Railways) having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional Office at Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013, hereinafter referred to as “The Principal”, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns

AND

<Bidder Name> having its registered office at <Bidders Registered and Branch Address (if any)> hereinafter referred to as “The Bidder/ Contractor/ Concessionaire/ Consultant” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

### **Preamble**

Whereas, the Principal intends to award, under laid down organizational procedures contract/s for ‘Implementation of unified communication infrastructure comprising Supplying, Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City Network Backbone along with providing Operations & Maintenance Services. The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesseth as under: -

### **Article – 1: Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand take a promise for or accept for self or third person any materiel or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude all known prejudiced persons from the process.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

**Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)**

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any materiel or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC / PC. Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India. If any similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any. Further details as mentioned in the ‘Guidelines on Indian Agents of Foreign Suppliers’ shall be disclosed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). Further, all the payments made to the Indian Agent /Representative have to be Indian Rupees only.
- e. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- f. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

- h. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) who have signed a Integrity pact shall not approach the court while representing the matter to IEMs and shall wait for their decision in the matter.

### **Article – 3: Disqualification from tender process and exclusion from future contracts**

1. If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article- 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
2. If the Bidder/Contractor/Concessionaire/Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Concessionaire/Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a maximum of 1 year.
3. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no materiel doubts”.
4. The Bidder/ Contractor/Concessionaire/Consultant will its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant, however, the Bidder/ Contractor/ Concessionaire/ Consultant can approach IEM(s) appointed for the purpose of this Pact.
6. On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder/ Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.
7. Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/Consultant can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

### **Article – 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
2. In addition to above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Concessionaire/Consultant’s Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/

Concessionaire/ Consultant and/or demand and recover liquidated and all damages as per the provisions of the contract/Concession agreement against Termination.

**Article – 5: Previous Transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years immediately before signing of this integrity pact with any other Company in any country conforming to the anticorruption/Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgression of Article-2 and shall be liable for compensation for damages as per Article-4 above.

**Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors**

1. The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/Concessionaire/Consultant and Subcontractors.
3. The Principal will disqualify from the Tender process all Bidders who do not sign this Pact violate its provisions.

**Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Article – 8: Independent External Monitor (IEM)**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval from Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Concessionaire/ Consultant. The Bidder/ Contractor/ Concessionaire/ Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractors(s) with confidentiality. The Monitor has also signed on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, RailTel and recuse himself/herself from that case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/ Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice any transgression as given in Article- 2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non-\*binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CMD, RailTel within 8-10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act or any other Statutory Acts, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

#### **Article – 9: Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders, 6 months after this Contract has been awarded (In case of BOT projects). It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future dealings.

If any claim is made/lodged during this time, the same shall be biding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged determined by CMD of RailTel.

#### **Article – 10: Other Provisions**

1. This pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a Joint Venture partner, this pact must be signed by all partners or members.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.
5. Issue like warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in Integrity Pact shall prevail.
7. Any dispute/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.



8. The actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this pact at the place and date first mentioned in the presence of following witnesses:-

(For & On behalf of the (Principal)

(For & On behalf of Bidder/Contractor/  
Concessionaire/Consultant)

**Place:**

**Date:**

Witness 1:

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Witness 2:

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**Annexure 7: Complete EoI Examination & Nil Deviation Certificate**

**(To be submitted by Lead Bidder)**

To

Deputy General Manager/ Marketing  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground  
Mahalaxmi, Mumbai – 400013

**Sub:** Complete EoI Examination & Nil Deviation Certificate

**Ref:** EoI Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

We <Bidder Name> having completely examined the referred EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI, conclude that we have understood the Terms & Conditions of the EoI and its subsequent addendums & corrigendum (if any) and any other documents/its addendums/corrigendum referred in this EoI. We declare that we have sought all clarifications for the same from RailTel or its end customer for anything contained in this EoI & any other documents/its addendums/corrigendum referred in this EoI and have been satisfied with the clarifications to the fullest extent and there are no terms, clauses, conditions, etc which are ambiguous.

We also declare that there is no deviation from adhering to anything that is contained in this EoI and any other documents/its addendums/corrigendum referred in this EoI and that any deviation later raised by us shall lead to forfeiture of the Bid/Contract at complete discretion of RailTel.

Signature of Authorized Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone and Fax :  
E-mail address :

**Annexure 8: Back to Back Compliance Certificate (To be submitted by Lead Bidder)**

To

Deputy General Manager/ Marketing

RailTel Corporation of India Ltd

Western Railway Microwave Complex

Senapati Bapat Marg, Near Railway Sports Ground

Mahalaxmi, Mumbai – 400013

**Sub:** Complete back to back Compliance Certificate

**Ref:** 1) EoI Number: \_\_\_\_\_ Dated: \_\_\_\_\_

2) Tender Reference No: dated and all of its addendums/ corrigendum's & published documents

Dear Sir,

Considering reference 1 & 2 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back-to-back compliance for all the tender terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone and Fax :

E-mail address :

## **Annexure 9: Performance Bank Guarantee Format**

(For a sum of x% of the value of the contract as per RailTel's end customer RFP/tender)  
(Stamp Duty to be confirmed by RailTel in co-ordination with RailTel's Legal Department)

Ref. No. :

Date :

Bank Guarantee No. :

To

<Insert complete postal address>

THIS INDENTURE made this <current date> day of <current Month> 2024, BETWEEN THE <Bank Name>, a Company incorporated and registered under the Indian companies act, 1913 and deemed to exist within the companies Act 1956, and governed by the Banking Regulation Act, 1949 and having its registered office at <Address>, and its corporate office at <Address>, India and having one of its Branch Office at <Mumbai Branch Office> (hereinafter referred to as "the Bank" which expression shall be deemed to includes its successors and assigns) of the first part and

<Bidders Company Name> a company incorporated under the Indian Companies Act 1956 having its Registered Office at <Address>, Corporate Office at <Address> and its Regional Office at <Mumbai Office Address> (hereinafter referred to as 'the Contractor/s') of the second part and

RailTel Corporation of India Ltd (hereinafter referred to as 'RailTel') of the third part WHEREAS the Contractor/s have submitted to RailTel EoI/Quotation for the execution of Implementation of unified communication infrastructure comprising Supplying,Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City Network Backbone along with providing Operations & Maintenance Services vide <EoI No> Dated <Date of EoI> and the terms of such EoI/Tender/Quotation/contract require that the Contractor/s shall deposit with RailTel as the security a sum of Rs. <Amount>/- (in figures and words<in words> only Including all Taxes and contingencies and any other costs mentioned as per LOI and RailTel Terms)AND WHEREAS if and when any such EoI/Tender/Quotation is accepted by RailTel the contract to be entered into in furtherance thereof by the Contractor/s will provide that such deposit shall remain with and be appropriated by RailTel towards the security deposit to be taken under the contract and be redeemable by the Contractors/ if they shall duly and faithfully carry out the terms and provision of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the Contractor/s are constituents of the Bank and in order to facilitate the keeping of the accounts of the Contractor/s, the Bank with the consent and concurrence of the Contractor/s has requested RailTel to accept the Guarantee of the Bank hereinafter contained, in place of the Contractor/s depositing with RailTel the said sum as security as aforesaid AND WHERE AS accordingly <Bank Name>has agreed to accept claim from RailTel upon demand in writing, whenever required by him, from time to time upto <Date (contract period + 3 months)> so to do, a sum not exceeding in the whole Rs. <Amount>/- (in figures and words <in words> only incl of Tax) under the terms of the said EoI/Tender/Quotation and/ or the Contract. The Bank Guarantee is valid up to<Date (contract period + 3 months)>.

Notwithstanding anything what has been stated above, <Bank Name> liability under the above guarantee is restricted to Rs. <Amount>/- (in figures and words <in words>only incl of Tax) and guarantee shall remain in force up to <Date (contract period + 3 months)> unless the demand or claim under this guarantee is made on us and we receive in writing on or before <Date (contract period + 3 months)> all your

rights under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter whether or not the original bank guarantee is returned to us.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this ..... day of 2024 at .....

For <Bank Name>

For<Company Name>

Authorized Signatories

Authorized Signatories

EMP No. \_\_\_\_\_

EMP No. \_\_\_\_\_

## **Annexure 10: Consortium Agreement Draft Format**

THIS CONSORTIUM AGREEMENT is entered into on this the ..... day of <Month>, 2025 AMONGST {<Company Name>, and having its registered office at <Address>} (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns) AND

{<Company Name>, and having its registered office at <Address>} and (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above-mentioned parties of the FIRST, SECOND and THIRD} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party” WHEREAS,

A. The PED/WR represented by the RailTel Corporation of India Ltd (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) (the “Authority”), having its office at “RailTel Corporation of India Ltd, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai - 400013” is engaged in the “Selection of an Agency for Modernization of the Offices of the Inspector General of Registration and Controller of Stamps under Govt. of Maharashtra”, and as part of this endeavor, has invited Bids (the Bids”) by its EoI No. .... dated (the “RFP”) for award of contract for ..... (the “Project”) through Agreement Contract conditions.

B. The Parties are interested in jointly Bidding for the Project as members of a {consortium} and in accordance with the terms and conditions of the RFP document and other Bid documents in respect of the Project, and

C. It is a necessary condition under the RFP document that the members of the {consortium} shall enter into a Consortium Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

### **1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

### **2. Consortium}**

- a. The Parties do hereby irrevocably constitute a consortium (the “{consortium}”) for the purposes of jointly participating in the Bidding Process for the Project.
- b. The Parties hereby undertake to participate in the Bidding Process only through this {consortium} and not individually and/ or through any other {consortium} constituted for this Project, either directly or indirectly.

### **3. Covenants**

The Parties hereby undertake that in the event the {consortium} is declared the Selected bidder and awarded the Project, it shall enter into an Agreement Contract with the Authority for performing all its obligations as the Contractor in terms of the Agreement contract for the Project.

### **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead member of the {consortium} and shall have the power of attorney from all Parties for conducting all business for and on behalf of the {consortium} during the Bidding Process and for performing all its obligations as the Contractor in terms of the Agreement Contract for the Project.
- b. Party of the Second Part shall be {the member of the consortium}; and
- c. Party of the Third Part shall be {the member of the consortium}

### **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement Contract, till such time as the completion of the Project is achieved under and in accordance with the Agreement Contract.

### **6. Share of work in the Project**

The Parties agree that the proportion of Scope of Work as per the Agreement Contract to be allocated among the members shall be as follows:

First Party:

{Second Party:}

### **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the {consortium} Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof.
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture, or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances, or mortgage in or on the property of such Party, except for

encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party to prevent such Party from fulfilling its obligations under this Agreement.

c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the {consortium} However, in case the {consortium} is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the bidder, as the case may be.

## 9. Miscellaneous

a. This Consortium Agreement shall be governed by laws of {India}.

b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.SIGNED, SEALED AND DELIVERED

For and on behalf of

Lead member by:

(Signature)

(Name)

(Designation)

(Address)

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.....

2.....



**Annexure 11 Indicative Bill of Material**

Sr. No.	Item Description	Qty.	Unit	Unit Rate without tax	Total Amount (Rs.) without tax
1	Dismantling of flexible pavements and disposal of dismantled materials up to a lead of 1000 metres, stacking serviceable and unserviceable materials separately etc. complete.	7395.00	cum		
2	Excavation for roadway in earth, soil of all sorts, sand, gravel or soft murum including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m. and spreading for embankment or stacking as directed.	48500	cum		
3	Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader / Paver on prepared surface and compacting with vibratory roller to achieve the desired density, complete as per clause 401 -- Plant Mix Method and Grading - II Material	7275.00	cum		
4	Wet Mix Macadam -- Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver in sub- base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density. Laying By Grader/Paver	7275.00			
5	Prime coat - Providing and applying primer coat with bitumen emulsion on prepared surface of granular Base including cleaning of road surface and spraying, primer at the rate of 0.60 kg/sqm using mechanical means.	48500.00	Sqm		
6	Providing and applying tack coat on the prepared surface heating by flames in Boiler and spraying bitumen with sprayer on Granular surface treated with primer @ 2.75 kg/10 sqm(VG-30 bulk bitumen rates are considered to arrive at rates)	48500.00	Sqm		
7	DENSE BITUMINOUS MACADAM: Proving and laying dense bituminous macadam using crushed aggregates of Grading 1, premixed with bituminous binder of specified grade of Bitumen @ 4.50 per cent by weight of total mix and filler, transported to site with VTS , laid over a previously prepared surface, finished to the required grade, level, alignment, and rolling to achieve the desired density for 76-100 mm compacted thickness .USING Batch mix type hot mix plant with SCADA, Sensor Paver, Vibratory roller with Stone Dust filler.(VG-30 bulk bitumen rates are considered to arrive at rates)	4850.00	Cum		

Sr. No.	Item Description	Qty.	Unit	Unit Rate without tax	Total Amount (Rs.) without tax
8	BITUMINOUS CONCRETE:- Providing and laying bituminous concrete using crushed aggregates of grading 1, premixed with bituminous binder @ 5.20 per cent by weight of total mix and filler, transported to site with VTS , laid over a previously prepared surface, finished to the required grade, level, alignment, and rolling to achieve the desired compaction for 50 mm compacted thickness with specified grade of Bitumen,Excluding prime / tack coat. For Bitumen of specified grade -- USING Batch mix type hot mix plant with SCADA, Sensor Paver, Vibratory roller with Stone Dust filler. (VG-30 bulk bitumen rates are considered to arrive at rates)	2425.00	Cum		
9	Dismantling of cement concrete pavement by mechanical means using pneumatic tools, breaking to pieces not exceeding 0.02 cum in volume and stock piling at designated locations and disposal of dismantled materials up to a lead of 1000 metres, stacking serviceable and unserviceable materials separately etc. complete.	2000.00	cum		
10	Excavation for roadway in earth, soil of all sorts, sand, gravel or soft murum including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m. and spreading for embankment or stacking as directed.	20000	cum		
11	Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader / Paver on prepared surface and compacting with vibratory roller to achieve the desired density, complete as per clause 401 -- Plant Mix Method and Grading - II Material	3000.00	cum		
12	Construction of dry lean cement concrete Sub- base over a prepared sub-grade with coarse and fine aggregate ( natural sand/ VSI grade finely washed crushed sand) conforming to IS: 383, the size of coarse aggregate not exceeding 25 mm, , cement content not to be less than 150 kg/ cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant/ Weigh batch mixer, transported to site with all leads and lifts, laid with a paver with electronic sensor /by suitable means as approved by Engineer-in-charge, compacting with vibratory roller, finishing, curing and including preparation of sub-grade surface if required etc. complete. with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete.	3000.00	cum		

Sr. No.	Item Description	Qty.	Unit	Unit Rate without tax	Total Amount (Rs.) without tax
13	Providing and laying 125 micron Low Density Polyethylene (LDPE) sheet confirming to IS 3395 : 1997 below concrete pavement including all materials and labour complete.	20000.00	Sqm		
14	Providing and fixing in position TMT FE 500, tie bars precoated with anticorrosive epoxy paint of 12 mm dia. 70 cms.long and at 30.00 cm. C/C and wherever directed including handling, straightening wrapping with paper of approved quality for half length, necessary cutting, handling, straightening , supported by assembly of TMT FE 500, chairs with proper alignment etc. complete.	8000.00	Nos.		
15	Providing and fixing in position TMT FE 500, 32 mm dia dowel bars precoated with anticorrosive epoxy paint of required Dia. 60 cms. Long and at 30.00 cm. C/C and wherever directed including handling, straightening, necessary cutting supported by TMT FE 500, chairs with proper alignment by using properly designed assembly of Bulkheads lubricating half length with bituminous paint as directed etc. complete.	8000.00	Nos.		
16	Providing and laying in-situ M40 Grade unreinforced plain cement concrete pavement with max 20% fly Ash ( Fly-ash upto 20% by weight of Cement) over a prepared sub base with 43 grade cement , coarse and fine aggregate ( natural sand/ VSI grade finely washed crushed sand) conforming to IS 383, using fine and coarse aggregates combined gradation as per Table 600-3 of MORTH Specification 2013, mixed in a batching and mixing plant/ non tilting mixer and Weigh batcher as per approved mix design, admixtures, transporting to site, spreading, laying with approved make paver,compacted and finished in a continuous operation, finishing to lines and grades as directed by Engineer-in-charge and curing by curing compound /by providing cement vata in cement Mortar 1:8 @0.6m X 0.6m centre to centre, admeasuring 80 mm at bottom and 40 mm at top with depth of 75mm and maintaining the same throughout curing period by any other method approved by Engineer-in-charge.	5000.00			
17	Cutting transverse contraction joints 3 to 4 mm wide and depth 60mm. .in concrete slab using concrete cutting machine with diamond studded saw within 48 hours of casting of bay / slab etc. complete including subsequent widening of the groove 8 to 10 mm. wide at top having depth of 15 mm. as directed by Engineer incharge	86666.66667	Rmt		
18	Providing to contraction joints polysuphide sealent (Pouring grade) confirming to BS : 5212 - 1989 into sawed groove widened at top for sealent reservoir of specified size and shape as per detailed drawing including fixing Polyethylene foam backer rod of required diameter (appaox. 25% larger than the initial 3 mOne Metric Tonneo 4 mm. joint) overlaid with bond	86666.66667	Rmt		

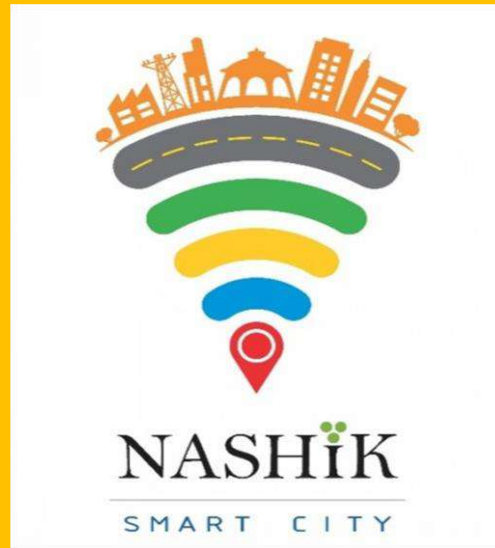
Sr. No.	Item Description	Qty.	Unit	Unit Rate without tax	Total Amount (Rs.) without tax
	breaking tape as per detailed drawing. Item includes cleaning the joints with water jet / air compressor and allowing joint to become thoroughly dry before sealant is applied and applying primer. (A) Contraction and longitudinal joints (15 mm. deep x 8 mm.wide)				
19	Transportation of material obtained from excavation including soil, rubble,bricks,RCC concrete, kerb stones, steel railing, iron pipes, channels etc. Obtained from excavation, dismantling, loading in a Truck of minimum 5 Cu M capacity or designed capacity and transporting with a lead of 10km within the municipal limits or any designated place, unloading, stacking or spreading of material etc. complete. As directed by Engineer In charge				
a	3KM	29920.00	Cum		
b	5KM	20866.00	Cum		
c	10KM	20866.00	Cum		
20	Providing and laying Cast in situ/Ready Mix cement concrete in M15 of trap/ granite/quartzite/gneiss metal for foundation and bedding / steps including steel centering, formwork, laying/pumping, compacting, roughening them if special finish is to be provided, finishing uneven and honeycombed surface and curing etc. complete. The Cement Mortar 1:3 plaster is considered for rendering uneven and honeycombed surface, only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed.),with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade)	315	cum		
21	Excavation for roadway in earth, soil of all sorts, sand, gravel or soft murum including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m. and spreading for embankment or stacking as directed.	6300	cum		
22	Excavation for roadway in hard murum and boulder including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m.and spreading for embankment or stacking as directed.	39320	cum		
23	Excavation for roadway in soft rock, including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m. and spreading or stacking as directed.	40905	cum		

Sr. No.	Item Description	Qty.	Unit	Unit Rate without tax	Total Amount (Rs.) without tax
24	Excavation for roadway in hard rock by wedging and chiselling or line drilling including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m. and spreading for embankment or stacking as directed.	11250	cum		
25	Providing earth work in embankment with approved materials obtained from other sources upto lead of 50m. including all lifts, laying in layers of 20cm. to 30cm. thickness breaking clods, dressing to the required lines, curves, grades & section, watering and compaction with vibratory roller with V-Sat attachment to achieve not less than 97 % of standard proctor density etc. complete ( Material obtained from Other sources)	5000.00	cum		
26	Compacting the hard murum side widths including laying in layers on each side with vibratory roller including artificial watering etc. complete.	45000.00	sq mtr		
27	Providing installation & fixing of FRP Network cables (OFC) Inspection Chamber of Required size including all labour & Transportation charges, chamber to be installed in proper alignment & level as directed by engineer incharge. Including all other charges & excluding GST.				
a	0.900m x 0.900m x 1.000m	600.00	Per No		
b	0.900m x 0.900m x 0.800m	800.00	Per No		
c	0.900m x 0.900m x 0.600m	800.00	Per No		
28	Removing and Refixing of interlocking concrete paver blocks of all thickness of plain finish/colour or any size and shape, fixing on 40mm stone grit bedding laid in proper position, Levelling, filling joints with stone dust, compacting by compactor as per IRC 063, clening including loading, unloading, transporting etc. complete as directed by Engineer-in-charge.	25500.00	Sqm		
29	Supplying, erecting, testing & commisioning GI sheet 0.8 mm (22 SWG) having zinc coating of 275 microns with galvanization process compliance to IS 2629:1985 to be used for fabrication of boxes panel boards etc. including cutting, bending, drilling, welding, riveting etc. and painting with one coat of red lead paint and 2 coats of enamel paint as per specification no. CP/SH/CR	4500	Sq.M		
30	Horizontal Direction Drilling (HDD) for Laying of 4 nos., 50mm outside diameter PLB-HDPE pipes (Excluding supply of pipes) in soft soil and hard murum at all depth including all necessary machine equipments and all other taxes excluding GST	15000	M		
31	Horizontal Direction Drilling (HDD) for Laying of 4 nos., 50mm outside diameter PLB-HDPE pipes (Excluding supply of pipes) in hard rock at all depth including all necessary machine equipments and all other taxes excluding GST	11000	M		

Sr. No.	Item Description	Qty.	Unit	Unit Rate without tax	Total Amount (Rs.) without tax
32	Supplying and erecting GI pipe 100mm dia. 'B' class at position with accessories complete as per specification no. CW-PLB/GP	80000.00	M		
33	Supplying and erecting high density polythene pipe ISI mark 40mm dia. Suitable for pressure of 6kg/cm2 connected to jet/submersible pump with required material complete	1148000	M		
34	Supplying and laying (Excluding excavation) 100 mm outside dia. double wall corrugated pipes (DWC) of HDPE for enclosing cable below ground/road surface, to required depth complete	358000.000	M		
36	Supply, Installation, Testing and commissioning of 96 core fibre splice closure for ribbon fibres. Plastic moulded dome shaped housing with fibre management trays attached to an end cap. Provision for fiber slack storage (beneath the tray holder) for expressed stranded fiber with one year of onsite warranty	1000	Nos		
37	Laying of 96 core OFC cable by pulling/blowing method including opening of manhole, sealing of PLB HDPE pipes by rubber Bushes in manholes, providing HDPE/RCC/DWC Split Pipes in Manholes and Back filling of Manholes	330000	M		
38	Laying of 96 core OFC cable overhead by pulling/blowing method	10000	M		
39	Splicing of fibers in existing/new joined /handhold chambers for making straight/branch joints on existing/new routes and end to end testing of all fibers after splicing .	286080	Per Joint		
40	Supply & Laying of Nylon Rope (6mm) inside duct	861000	M		
41	SITC of Route Markers: Plate type marker Route markers of 100mm X 5mm GI/ aluminum plate welded / bolted on 35mm X 35mm X 6mm angle iron, 60cm long. Mounted parallel to and at about 0.5m away from the edge of the trench. The route/Joint indicators shall be painted with Primer before painting with oil paint. The route indicators shall be painted with yellow paint and joint indicators shall be painted with red paint. Markers are to be placed at every 100 mts. and at every place where the cable changes direction. Joint indicators are to be provided at all joints. For the sake of uniformity and from viewpoint of identification of cable at later date for maintenance, the route / joint indicators shall be provided in the alignment of the trench	1000	Nos		
45	Operation and Maintenance charges for 2 years after Go-Live	2	Per Year		
	<b>Total</b>				

**Note: The Bill of Materials (BOM) provided is indicative in nature. RailTel reserves the right to modify, add, or delete any item(s) in the Bill of Quantities (BOQ) in accordance with the scope of work, RailTel's internal policies, and the Terms & Conditions prescribed by the end client.**

**END OF DOCUMENT**



**Request for Proposal (RFP)  
For  
Selection of Implementation Agency  
for Supply, Laying, Installation,  
Testing and Commissioning of Nashik  
& Trimbakeshwar City Network  
Backbone along with providing  
Operations & Maintenance Services**

**VOLUME I - Structure of Proposal & Bid  
Process Specifications**

**Tender Ref Number- NMSCDCL/51/2025-26  
Date: July 30, 2025**

**Nashik Municipal Smart City Development  
Corporation Limited (NMSCDCL)**



## Disclaimer

- i. This Request for Proposal ("RFP") is issued by Nashik Municipal Smart City Development Corporation Limited (NMSCDCL).
- ii. The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the NMSCDCL (the Purchaser) or any of its employees or advisors, is provided to Bidders, on the terms and conditions set out in this RFP.
- iii. This RFP is not a Contract and is neither an offer nor invitation by the Purchaser to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals in pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Purchaser, in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Purchaser, its employees or advisors to consider the objectives, technical expertise and particular needs of each party, who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct his own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- iv. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Purchaser, its employees and advisors make no representation or warrants and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- v. The Purchaser also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any bidder upon the statements contained in this RFP.
- vi. The Purchaser may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Purchaser is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for this project and the Purchaser reserves the right to reject all or any of the proposals, without assigning any reason whatsoever.
- vii. NMSCDCL or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Successful Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.
- viii. The RFP Document does not address concerns relating to diverse investment objectives, financial situation and particular needs of each party. The RFP Document is not intended to provide the basis for any investment decision and each Bidder must make its / their own independent assessment in respect of various aspects of the techno-economic feasibilities of

the Project. No person has been authorized by NMSCDCL to give any information or to make any representation not contained in the RFP Document.

- ix. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation and expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses shall remain with the Bidder and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder, in preparation for submission of the Proposal, regardless of the conduct or outcome of the selection process.

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### Invitation to Proposal

- i. NMSCDCL hereby invites Proposals from reputed, competent and professional Implementation Agency (IA), who meet the minimum eligibility criteria as specified in this bidding document for the “Selection of Implementation Agency for Supply, Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City Network Backbone along with providing Operations & Maintenance Services” as detailed in the RFP document.
- ii. The complete bidding document shall be published on <https://www.mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee online.
- iii. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

### Important Dates

SI #	Activity	Deadline
1.	Release of RFP	30/07/2025
2.	Pre-bid Meeting date	06/08/2025 15:00 hrs at NMSCDCL Office
3.	Last date of receipt of queries on RFP	05/08/2025 by 17:00 hrs
4.	Last date for submission of Bids	19/08/2025 by 17:00 hrs
5.	Date of opening of Technical bids	20/08/2025
6.	Date of Opening of Commercial bids	To be intimated later

## Definitions & Acronyms

Terms	Meaning
AAA	Authentication, Authorization and Accounting
ASTM	American Society for Testing Materials
BOM	Bill of Material
BOQ	Bill of Quantities
CAPEX	Capital Expenditure
CCC	Command and Control Centre
CCTV	Closed Circuit Television Camera
ICCC	Integrated Command and Control Centre
CVC	Central Vigilance Commission
DC	Data Centre (Server Room)
EIA/TIA	Electronic Industries Association and Telecommunications Industries Association
EMD	Earnest Money Deposit or Bid Security
FRC	Fibre Reinforced Concrete
GoI	Government of India
GoM	Government of Maharashtra
GPRS	General Packet Radio Service
GPS	Global Positioning System
GSM	Global System for Mobile communication
GST	Goods and Services Tax
HDPE	High Density Polyethylene
IA	Implementation Agency
IaaS	Infrastructure as a Service
IoT	Internet of Things
IP	IP Internet Protocol
ISO	International Organization for Standardization
LED	Light Emitting Diode
LOA	Letter of Acceptance
LOI	Letter of Intent
LSPM	Light source and Power Meter
MoHUA	Ministry of Housing and Urban Affairs
O&M	Operations and Maintenance
OEM	Original Equipment Manufacturer
OFC	Optical Fibre Cable
OPEX	Operational Expenditure
OTDR	Optical Time Domain Reflectometer
PaaS	Platform as a Service
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PBX	Private Branch Exchange
NMC	Nashik Municipal Corporation
NMSCDCL	Nashik Municipal Smart City Development Corporation Limited

Terms	Meaning
NMSCDCL Authority	General Manager (GM) – IT, Nashik Municipal Smart City Development Corporation Limited
PO	Purchase Order
PoP	Point of Presence
Psi	Pounds per square inch
PSU	Public Sector Undertaking
Purchaser / Procuring entity	Nashik Municipal Smart City Development Corporation Limited
RFID	Radio Frequency Identification
RFP	Request for Proposal
SITC	Supply, installation, testing and commissioning
SLA	Service Level Agreement
TCB	Total Cost of Bid
TCV	Total Contract Value
UHF	Ultra-High Frequency
UPS	Uninterruptible Power Supply
DWC	Double wall Corrugated Pipes



## 1. Introduction

### 1.1. About Nashik Trimabkeshwar KUMBH

The Nashik & Trimbakeshwar cities are considered as one of the holy cities in India and is a major pilgrimage destination for Hindus. It is one of the Four Cities that hosts the Kumbh Mela, a massive religious gathering that occurs every 12 years. The Nashik- Trimbakeshwar Simhastha Kumbha Mela is significant event that attracts millions of pilgrims from all over the world. The Kumbh Mela is peaceful gathering in the world. Millions of Pilgrims, Sadhus, and tourists come to Nashik and Trimbakeshwar to participate in the holy rituals and take a dip in the sacred waters of the Godavari River. It is believed that bathing in the river during the Kumbh Mela cleanses sins and brings salvation.

The Kumbh Mela is marked by several rituals and practices, including:

**Shahi Snan (Royal Bath):** The Shahi Snan is a major highlight of the Kumbh Mela, where different sects for sadhus, led by their leaders, take a ceremonial bath in the river at specific auspicious times.

**Processions:** Several processions take place during the Kumbh Mela, led by holy men (sadhus) who are often dressed in orange robes and carry tridents or other spiritual symbols.

**Religious Discourses and Cultural Programs:** Various religious discourses, spiritual talks, yoga sessions, and cultural programs are organized during the Kumbh Mela, providing pilgrims with opportunities to learn and experience the rich culture heritage of India.

**Historical Significance:** The Kumbh Mela has ancient roots and is associated with the Hindu mythology of the Samudra Manthan (churning of the ocean). It is believed that drops of nectar fell on four places, including Nashik, making them holy sites for the Kumbh Mela.

The Nashik-Trimbakeshwar Kumbh Mela is a unique and transformative experience, drawing millions for pilgrim from around the world to participate in the largest spiritual gathering on Earth. It is celebration of faith, devotion, and spirituality, offering a glimpse into the rich cultural tapestry of India.

### 1.2. Project Profile:

In view of Nashik Trimarkeshwar Kumbh 2027, the authorities have charted Technology led Initiatives blueprint to offer improved services, safety, security, ease of access, creating an experience to the pilgrims by harnessing smart technology and advanced systems. The envisaged Technology driven KUMBH draws heavily upon digital network, smart sensors, advanced analytics and IoT solutions which would be able to provide an innovative and electronically connected ecosystem with much improved service efficiency. Of equal importance is the provisioning of real-time data management, alerts, forecasting and information processing for the city administration and allowing city planners to develop more meaningful programmes.

NMSCDCL intends to establish a strong city owned OFC based network backbone to serve as the foundational layer:

- A scalable, robust, resilient, secure and long-lasting digital infrastructure that interconnects citizens, government, business and communities and allows better data management and control to offer richer application experiences

- The OFC network shall serve as the backbone for all the connectivity requirements and ICT led Smart City initiatives planned or to be planned in the future

The expected benefits to be derived from city network backbone are:

- a) **Connectivity** – Network that interconnects citizens, government, business and communities
- b) **Efficient Management** – Network that allow better management and control to offer richer application experiences
- c) **Secure, Private and Resilient** – Network built considering security standards and best practices with stability in bandwidth provisioning and resilient
- d) **Reliable** – Network that is capable to deliver the envisaged bandwidth and related services
- e) **Scalable** – A network that can scale up to cater all the required bandwidth for deployment of future initiatives

The network backbone is expected to help the Technology led initiatives under Kumbh Mela to build a converged network, bringing together different city management vertical solutions on a single foundational network infrastructure. The converged network shall facilitate information exchange between resources and applications across different domains. It is proposed to be an end-to-end platform enabling delivery of varied services for the pilgrims.

The various locations to be connected via envisaged OFC based City Network are, but not limited to, Nashik Municipal Smart City Development Corporation Ltd., Nashik Municipal Corporation Headquarter and Divisional Offices, Integrated Command & Control Centre (ICCC) at both the cities, government hospitals, police stations, and other city administrations' important buildings, field locations, traffic junctions etc. Optical Fibre shall be laid primarily along the road network comprising main city roads and street roads.

The OFC and duct network infrastructure so created shall be the sole property of the purchaser i.e. Nashik Municipal Smart City Development Corporation Ltd (NMSCDCL) and / or any authorised administrative entity during and after the expiry of this contract and NMSCDCL shall have exclusive rights to monetise the said infrastructure.

Nashik Municipal Smart City Development Corporation Ltd (NMSCDCL) intends to appoint Implementation Agency Supply, Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City Network Backbone and to provide Operation & Maintenance Services for a period of 2 years from the date of Go Live.

### 1.3. RFP Format

The Request for Proposal (RFP) for Selection of Implementation Agency for Supply, Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City Network Backbone consists of three volumes viz:

- **RFP Volume 1: Structure of Proposal & Bid Process Specifications**  
Volume 1 details the instructions with respect to the bid process management, pre-qualification & technical evaluation framework, and the technical & financial forms.
- **RFP Volume 2: Scope of Work including Functional & Technical Specifications**

Volume 2 of the RFP provides information regarding the Project Implementation Plan, business requirements/applications to be covered and corresponding process related documentation, scope of work for the selected bidder and functional requirements.

- **RFP Volume 3: Legal Specifications (Draft Agreement Format)**

Volume 3 contains the contractual, legal terms & conditions applicable for the proposed engagement.

#### 1.4. Factsheet / Datasheet:

Sl #	Item	Description
1.	Method of Selection	The contract will be awarded to the bidder quoting the lowest 'Total Price' post technical qualification. Prices inclusive of all the applicable taxes, levies, charges etc. (excluding GST) will be considered for arriving at Lowest Total Price.
2.	Availability of RFP Documents	Download from <a href="https://www.mahatenders.gov.in">https://www.mahatenders.gov.in</a>
3.	Date of RFP Issuance	30/07/2025
4.	Tender document fee (Non-refundable and Not – exempted)	Rs. 25,000 (Rupees Twenty-Five Thousand Only) through Online e-Tendering Payment Gateway <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
5.	Earnest Money Deposit (EMD)	INR Two Crores only through Online e-Tendering Payment Gateway <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
6.	Last date and time for Submission of Pre-Bid Queries	05/08/2025 by 17:00 hrs via email <a href="mailto:ceo@nashiksmartcity.in">ceo@nashiksmartcity.in</a>
7.	Pre-Bid Conference time, date, & venue	06/08/2025 15:00 hrs at Nashik Municipal Smart City Development Corporation Limited (NMSCDCL), Loknete Panditrao Khaire Panchavati Divisional Office 4th Floor, Makhmalabad Naka, Panchavati, Nashik 422003
8.	Posting of responses to queries (on website)	<a href="https://www.mahatenders.gov.in">https://www.mahatenders.gov.in</a>
9.	Last Date and time for Bid/Bid submission (On or before)	19/08/2025 by 17:00 hrs.
10.	Date, time for Opening of Technical Bids	20/08/2025
11.	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
12.	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
13.	Name and Address for Correspondence	The CEO, Nashik Municipal Smart City Development Corporation Limited (NMSCDCL), 4th Floor, Makhmalabad Naka, Panchavati, Nashik 422003 e-Mail ID: <a href="mailto:ceo@nashiksmartcity.in">ceo@nashiksmartcity.in</a>

## **2. Instruction to Bidders**

### **2.1. General**

NMSCDCL has adopted a two-step process (referred to as the "Bidding Process") for selecting Bidders for the award of the Project through the e-tendering system. The Bidding Process shall comprise of two steps, the first relating to Pre-Qualification & Technical Proposal of the Bidder and the second relating to the Commercial Proposal of the Bidder. As part of the Bidding Process, the Bidders are being called upon to submit their Bids through the e-tendering system portal <https://mahatenders.gov.in/> in accordance with the terms specified in the Bidding Document. Registered Bidders should submit their offer by the way of e-tendering System only.

#### **Notes of e-Tendering:**

- a. All eligible interested Bidders, who want to participate in e-tendering process should get enrolled on e-tendering portal [https://mahatenders.gov.in.](https://mahatenders.gov.in/)
- b. Bidder shall contact, for details or any difficulties in submission of online tenders, if any, the mahatender support.
- c. It is compulsory for all participants to submit all documents online.
- d. It is compulsory to submit cost of Tender Form Fee and Earnest Money deposit only in the form of Online Payment. Detailed terms and conditions are displayed on the portal.
- e. Right to reject any or all online bids of work without assigning any reasons thereof are reserved with NMSCDCL.
- f. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- g. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.
- h. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public Tendering at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
- i. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

### **2.2. Eligible Bidders**

Bids to be submitted by a Bidder strictly as per the eligibility norms & formats set forth in this RFP document.

### **2.3. Compliant Bids / Completeness of Response**

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:

- i. Include all documentation specified in this RFP, in the bid
- ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP
- iii. Comply with all requirements as set out within this RFP

## **2.4. Code of Integrity**

No official of a procuring entity or a bidder shall act in contravention of the codes, which includes:

- a. Prohibition of:
  - i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the Tendering process or to otherwise influence the Tendering process.
  - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - iii. Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the Tendering process.
  - iv. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the Tendering process or for personal gain.
  - v. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract;
  - vi. Which can affect the decision of the procuring entity directly or indirectly.
  - vii. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the Tendering process.
  - viii. Obstruction of any investigation or auditing of a Tendering process.
  - ix. Making false declaration or providing false information for participation in a tender process or to secure a contract;
- b. Disclosure of conflict of interest
- c. Disclosure by the bidder of any previous transgressions made in respect of the
  - Provisions of sub-clause (a) with any entity in any country during the last three years
  - Or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

## **2.5. Bidder to Inform**

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications he shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to Purchaser in writing in order that such doubt may be removed, or clarifications are provided.

## **2.6. Pre-bid meeting & Clarification**

### **Bidders Queries**

- a) Any clarification regarding the RFP document and any other items related to this project can be submitted to NMSCDCL as per the submission mode and timelines mentioned in the RFP Datasheet.
- b) Any requests for clarifications post the indicated date and time shall not be entertained by NMSCDCL. Further NMSCDCL will reserve the right to issue clarifications.
- c) The queries of only those bidders would be considered who shall send the same across to the e-mail ID's provided in the RFP Datasheet.
- d) It is necessary that the pre-bid queries must be submitted in excel sheet format, along with name and details of the organization submitting the queries as mentioned in Annexure 1.

#### **Responses to Pre-Bid Queries and Issue of Corrigendum**

- a) The Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
- b) At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the Online e-Tendering Portal <https://mahatenders.gov.in>.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

#### **2.7. Bid Validity Period**

Bid shall remain valid for the time mentioned in the RFP Factsheet/Datasheet. In exceptional circumstances, at its discretion, NMSCDCL may solicit the Bidder's consent for an extension of the validity period. The request and the response shall be made in writing.

#### **2.8. Firm Prices**

- a) Prices quoted in the BoQ must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever till the scope variation, upward or downward, is upto 25% of the RFP defined quantum. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- b) The Commercial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies and other charges (excluding GST) as may be applicable in relation to the activities proposed to be carried out.
- c) The taxes quoted in the offer (excluding GST) should be as per the prevailing tax rates and in compliance with the applicable regulatory standards.

#### **2.9. Bid Prices**

- a) The Bidders shall indicate the unit rates and total Bid Prices of the material/services, it proposes to provide under the Contract. Prices should be shown separately for each item as required in the RFP.
- b) Bidder should provide all prices as per the prescribed Commercial Bid format provided on the e-Tendering portal.

- c) The Bidders shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work is intended to give the Bidders an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by NMSCDCL. The Bidders shall carry out all the tasks in accordance with the requirement of the tender documents and it shall be the responsibility of the Bidders to fully meet all the requirements of the tender documents.
- d) During the implementation & O&M phase of the contract, if Purchaser identifies that the approach/ project plan/ schedule/ work conducted does not meet the functional requirements, conceptual design, performance requirements / SLA, and other requirements of Tender, the Bidders shall revise the required work plan/approach/quality of work, quoted OEM (equivalent or better specification) as required with the approval of the purchaser i.e. NMSCDCL authority. No additional cost shall be reimbursed for the bidder for the same.

### **3. Key Requirements of Bid**

#### **3.1. Right to Terminate the Process**

- a) NMSCDCL may terminate the RFP process at any time and without assigning any reason. NMSCDCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by NMSCDCL. The bidder's participation in this process may result in NMSCDCL selecting the bidders to engage towards execution of the contract.

#### **3.2. RFP Document Fees and Purchase**

- a) The Bidders shall download the tender document from the e-Tendering website as mentioned in the Proposal Factsheet/Datasheet above. The downloading of the tender documents shall be carried out strictly as provided on the web site.
- b) Tender Fee of requisite amount, as per Factsheet/Datasheet, shall be paid online through e-Tendering portal.
- c) Without the payment of tender fee, the bids shall be considered as incomplete and non-responsive and shall not be considered.
- d) The RFP document fee is non-refundable and not exempted.

#### **3.3. Earnest Money Deposit (EMD)**

- a) EMD, which is required to protect the NMSCDCL against the risk of Bidders conduct, which would warrant the EMD forfeiture, of requisite amount as per Factsheet/Datasheet, shall be paid online (net banking only) via e-Tendering portal.
- b) No exemption for submitting the EMD will be given to any agency. EMD in any other form will not be entertained.
- c) The EMD of all unsuccessful bidders would be refunded by NMSCDCL after submission of Performance Bank Guarantee by the successful bidder. The EMD amount is interest free and will be refundable without any accrued interest on it.
- d) The EMD of the successful bidder would be returned upon submission of Performance Bank Guarantee, by the successful bidder. The EMD amount is interest free and will be refundable without any accrued interest on it.
- e) Proposals do not accompany with the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- f) The EMD may be forfeited:
  - If a bidder withdraws its bid during the period of bid validity.
  - A successful Bidder fails to sign the subsequent contract in accordance with this RFP
  - The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
  - A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

#### **3.4. Submission of Proposal**

Bidders should submit their responses as per the procedure specified in the e-Tendering portal (<https://mahatenders.gov.in>) being used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this Model RFP, such as:



- Tender Fee
- EMD
- Pre-qualification Proposal
- Technical Proposal
- Financial/Commercial proposal

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Tendering portal.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freeze) within the submission timelines. The NMSCDCL shall in no case be responsible if the bid is not submitted online within the specified timelines.

**All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers.** Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

### **3.5. Bid Preparation costs**

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **3.6. Language**

The proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purposes of interpretation of the documents, the English translation shall govern.

### **3.7. Discount**

The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, NMSCDCL shall avail such discount at the time of Award of Contract. For future purposes, unit prices of all individual components will be discounted accordingly (by the overall discount % in case overall discount % is given or by the individual component discount % in case item wise discount given) to arrive at component-wise unit prices.

### **3.8. Only One Proposal and One Solution**

If a Bidder, submits or participates in more than one Proposal and / or presents more than one Solution, such Bids shall be disqualified.

### **3.9. Authentication of Bids**

The Proposal should be accompanied by a Power of Attorney in the name of the signatory of the Proposal.

### **3.10. Bidders Authorization**

- a) The "Bidders" as used in the tender documents shall mean the one who has signed the Tender Forms. The Bidders may be either the Principal Officer or his duly Authorized Representative, in either cases, he/she shall submit a power of attorney. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the representative or the principal.
- b) The authorization shall be indicated by written power of attorney accompanying the bid.
- c) Any change in the Principal Officer shall be intimated to NMSCDCL in advance

### **3.11. Amendment of request for proposal**

- a) At any time prior to the deadline for submission of proposals, NMSCDCL, for any reason, may modify the RFP by amendment notified by uploading it on the e-tendering portal and such amendment shall be binding on them. NMSCDCL, at its discretion may extend the deadline for the submission of proposals.
- b) NMSCDCL reserves the right to change the scope before opening of the Technical bids. In this case, NMSCDCL will release a corrigendum/clarification and ask the bidders to resubmit their Technical bids.

### **3.12. Local Conditions**

- a) It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors which would have any effect on the performance of the contract and / or the cost.
- b) The Bidders are expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidders own cost.
- c) Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidders from performing any work in accordance with the Tender documents.
- d) It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors, which may have any effect on the execution of the contract as described in the bidding documents. NMSCDCL shall not entertain any request for clarification from the Bidders regarding such conditions.
- e) It is the responsibility of the Bidders that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by NMSCDCL and that neither any change in the time schedule of the contract nor any financial

adjustments arising thereof shall be permitted by the NMSCDCL on account of failure of the Bidders to appraise themselves of local laws and site conditions.

### **3.13. Venue & Deadline for Submission of Proposals**

Proposals, in its complete form in all respects as specified in the RFP, must be submitted online before last date and time of submission, to NMSCDCL, through the portal specified in Proposal Factsheet/Datasheet.

### **3.14. Proposals submitted after designated time of submission**

- a) Bids submitted after the due date will not be accepted by the e-Tendering system (<https://www.mahatenders.gov.in>), and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal for any reasons.
- b) The bids submitted by telex/telegram/fax/e-mail/post/courier/in person etc. shall not be considered. No correspondence will be entertained on this matter.
- c) NMSCDCL reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

### **3.15. Deviations**

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Section 7.8. The bids with deviation(s) are liable for rejection.

### **3.16. Modification and Withdrawal of Bids**

- a) No bid may be altered / modified after submission to the NMSCDCL. Unsolicited correspondences in this regard from Bidders will not be considered.
- b) No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidders in the Bid.
- c) Withdrawal of a bid during this interval may result in the Bidders forfeiture of its EMD.

### **3.17. Reveal of Prices**

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

### **3.18. Address for Correspondence**

The Bidders shall designate the official mailing/e-mail address, to which all correspondence shall be sent by the NMSCDCL.

### **3.19. Contacting the NMSCDCL**

- a) No Bidders shall contact the NMSCDCL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- b) Any effort by the Bidders to influence the NMSCDCL's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the Bidders bid.

### **3.20. Nashik Site Visit by Bidder**

- a) It is the bidder's responsibility to visit and examine any of the offices, routes, sites and other locations of NMSCDCL at a time to be agreed with NMSCDCL and obtain all information on the existing processes and functioning of the project that may be necessary for preparing the Bid document. The Bidder may carry out this site visit as per the date and time specified in Bid schedule. The visit may not be used to raise questions or seek clarification on the RFP. The cost of such visits to the site (s) shall be at the Bidder's own expense.
- b) The NMSCDCL will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the NMSCDCL adequate notice of a proposed visit of at least seven (7) working days. Alternatively, the NMSCDCL may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the RFP. Failure of a Bidder to make a site visit will not be a cause for its form disqualification.
- c) No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

### **3.21. Bidder related Conditions**

- a) The bidder shall prepare the bid based on details provided in the RFP documents. It must be clearly understood that the quantities, specifications and diagrams that are included in the RFP document are intended to give the bidder an idea about the scope and magnitude of the work and are not in any way exhaustive and guaranteed by NMSCDCL.
- b) The bidder is expected to ensure that the solution proposed meets the functional requirements, conceptual design, performance requirements and other RFP requirements. Performing of any activity required to design an optimal solution shall be at bidder's own cost.
- c) The bidder shall carry out the sizing of the solution based on internal assessment and analysis, which may include the use of modelling techniques wherever necessary.
- d) The bidder must propose a solution best suited to meet the requirements of the NMSCDCL. If, during the sizing of the solution, any upward revisions of the specifications and/or quantity as given in this RFP document, are required to be made to meet the conceptual design and/or requirements of RFP, all such changes shall be included in the technical proposal and their commercial impact, thereof, included in the commercial bid.
- e) If, during the sizing of the solution, any additional product that is not listed in the RFP document is required to be included to meet the conceptual design, performance requirements and other requirements of RFP, all such product(s) should be included by the bidder in the technical proposal and their commercial impact, thereof, included in the commercial bid.
- f) NMSCDCL will in no case be responsible or liable for any costs associated with the design/sizing of the proposed solution, regardless of the conduct or outcome of the Tendering process.
- g) If at any stage during the currency of the contract, the solution proposed does not meet the functional requirements, conceptual design, performance requirements/SLA, and other requirements of the RFP, the bidder shall revise the required specifications and/or quantities, as proposed by the bidder in his bid in order to meet the said objectives/targets. All such provisions shall be made by the bidder within the lump sum contract price, at no extra cost to NMSCDCL and without any impact to NMSCDCL whatsoever.
- h) It is mandatory to provide the break-up of all components in the format specified in the RFP. In no circumstances shall the commercial bid be allowed to be changed / modified.
- i) The bid amount shall be inclusive of packing, forwarding, transportation, insurance, delivery charges and any other charges as applicable. Any other charges as applicable shall be borne by the Bidder.

### **3.22. Eligible Goods/Products and Services, and OEM Criteria:**

- a. For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration and testing, commissioning, training and operations & maintenance.
- b. The Bidder shall quote only one specific make and model for individual items listed below goods. Providing more than one option shall not be allowed for one items. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
  - Optical Fibre Cable
  - HDPE Duct
  - Light Interface Unit (LIU)
  - Network Monitoring & Operations Management Platform

For the above listed material/systems, bidder to provide as part of its technical proposal, documentary evidence/OEM signed certificate/self-declaration along with summary compliance table to substantiate the below OEM eligibility norms.

- The OEM for each good/product or technology quoted should be in the business of that product or solution or technology for at least 7 years as on the date of release of the RFP.
- OEM should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- The OEM for all active components should give a declaration that products or technology quoted are neither end-of-sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project.
- The OEM of each product or technology should have quality certification of ISO 9001:2000
- The OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.

### **3.23. Bid Submission**

- a) Bidder should do Online Enrolment in the e-tendering Portal. The Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities.
- b) After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
- c) The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- d) The NMSCDCL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local or technical issues.
- e) The bidder must submit the bid documents in online mode only, through the e-tendering portal.
- f) After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

- g) The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Tendering portal. The Time followed in this portal is as per Indian Standard Time (IST). The bidders should adhere to this time during bid submission.

### 3.24. Contents of Bid on e-Tendering Portal

Sr. No.	Category	Response
1	Proof of payment of RFP Document fee & Earnest Money Deposit (EMD)	<ul style="list-style-type: none"> <li>• Receipt or confirmation of online Tender Fee/ RFP Document Fee payment</li> <li>• Receipt or confirmation of online EMD payment</li> </ul>
2	Response to Pre-Qualification Criteria	<ul style="list-style-type: none"> <li>• Pre-Qualification Bid Checklist</li> <li>• Pre-Qualification Bid Covering Letter</li> <li>• Response to Pre-Qualification criterion along with the required supporting documents</li> </ul>
3	Technical Proposal	<ul style="list-style-type: none"> <li>• Technical Bid Checklist</li> <li>• Technical Bid Covering Letter</li> <li>• Response to Technical Evaluation criterion along with the required supporting documents</li> </ul>
4	Commercial Proposal	<ul style="list-style-type: none"> <li>• Commercial bid/proposal as per the pre-defined format</li> </ul>

### 3.25. Technical Proposal

Bidder is required to prepare a Technical Proposal as detailed out in Annexure 3 - Format for Submission of Technical Bid. The bidder should upload all the associated documents in Online Technical Envelope in PDF format, if required can be zipped as well and then uploaded. These documents need to be digitally signed by using a digital signature and uploaded during Online Bid Preparation stage. The bidder should submit all the supporting documents as mentioned in the Technical Bid Evaluation mentioned in Annexure 3 - Format for Submission of Technical Bid of this RFP.

### 3.26. Commercial Bid

All commercial offers must be prepared online (An online BoQ format will be provided for this purpose during Online Bid Preparation stage). No bidder should quote his commercial offer anywhere directly or indirectly in Technical Envelope, failing which the Commercial Envelope shall not be opened and his tender shall stand rejected.

### 3.27. Opening of Bids

- The bids that are submitted online successfully shall be opened online as per date and time given in Proposal Datasheet, through e-Tendering procedure.
- Bids shall be opened as per the applicable guidelines as per e-Tendering procedure.
- The Bid submitted without Tender Fee and EMD, will be summarily rejected. Only those Bid for which Tender Fee and EMD is received will be eligible for opening.
- Transparency will be observed and ensured while opening the Proposals/Bids.

- e) NMSCDCL reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- f) Bid opening will be conducted in two stages:
  - a. In the first stage, Technical proposal including Pre-qualification Proposal would be opened. The EMD and Tender Fee of the Bidders will be opened on the same day and time, on which the Technical & Pre-qualification Proposals are opened.
  - b. In the second stage, Commercial Proposal of those Bidders who qualify as per the Technical qualification criterion would be opened in the presence of Bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address
- g) The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for NMSCDCL, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent; NMSCDCL will continue process and open the bids of the all Bidders.
- h) During Bid opening, preliminary scrutiny of the Bid documents will be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected. NMSCDCL has the right to reject the bid after due diligence is done.
- i) Technical Proposal: If the various documents contained in this proposal do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's Commercial Proposal will not be considered for further action but the same will be recorded.
  - a) Decision of the tender opening authority shall be final in this regard.
  - b) The commercial proposal shall not be opened till the completion of evaluation of technical bids. The commercial proposal of only technically qualified Bidders as mentioned above will be opened.
  - c) Documents submitted by the bidder shall be closely scrutinized and the bidder shall provide all the original documents whenever requested.

### **3.28. Commercial Proposal**

- a) Commercial Proposal shall be opened online as per the date and time given in detailed tender schedule, through e-Tendering procedure only

### **3.29. Sub-Contracting**

The bidder is not allowed to sub-contract and sub-let work during the tenure of the contract. However, the bidder is only allowed with prior approval of NMSCDCL to onboard requisite labour(s) and machinery on contract/ lease/ rent basis from third party vendors. Such services shall not relieve the Bidder from any of its liability or obligation, end to end including but not limited to labour laws, environment, safety compliances or other requisite compliances, as required, under the Contract.

#### **4. Selection Process for Bidder**

##### **4.1. Evaluation of Bids**

- a) NMSCDCL will constitute a Tender Evaluation Committee to evaluate the responses of the bidders
- b) The Tender Evaluation Committee constituted by the NMSCDCL shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection. The Bidders' technical solution will be evaluated as per the requirements and evaluation criteria as spelt out in the RFP document. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed Project citations and completion certificates, client contact information for verification, profiles of Project resources and all others) as required for technical evaluation.
- c) The Committee may seek inputs from their professional and technical experts in the evaluation process.
- d) NMSCDCL reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the Technical evaluation process
- e) The decision of the Tender Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
- f) The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations without assigning any reason thereof.
- g) Each of the responses shall be evaluated as per the criteria and requirements specified in the RFP.

##### **4.2. Opening of Bids**

- a) The Bids shall be opened by Purchaser in presence of those Bidders or their representatives who may be present at the time of opening.
- b) The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.
- c) The bid shall be opened in the following manner:
  - i. **Set 1:**
    - o **RFP/Tender Document fee & EMD**
    - o **Pre-Qualification bid**
    - o **Technical bid**
  - ii. **Set 2:**
    - o **Commercial bid**
- a) The venue, date and time for opening the Pre-qualification and Technical bid are mentioned in the Fact sheet.
- b) The Technical Bids of only those bidders will be evaluated, who clears the Pre-qualification stage.
- c) The Commercial Bids of only those bidders will be opened, who scores equal to or more than qualifying marks in the Technical Bid.
- d) The date and time for opening of Commercial bid would be communicated to the qualified bidders.



#### **4.3. Preliminary Examination of Bids**

- a) Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive, if a Proposal is found to have been:
- i. Submitted in manner not conforming with the manner specified in the RFP document
  - ii. Submitted without appropriate EMD as prescribed herein
  - iii. Received without the appropriate or power of attorney
  - iv. Containing subjective/incomplete information
  - v. Submitted without the documents requested in the checklist
  - vi. Non-compliant with any of the clauses stipulated in the RFP
  - vii. Having lesser than the prescribed validity period

The EMD of all non-responsive bids shall be returned to the bidders.

- b) All responsive Bids will be considered for further processing as below:

NMSCDCL will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

#### **4.4. Clarification on Bids**

During the bid evaluation, NMSCDCL may at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. NMSCDCL is entitled to ask for clarifications as many times as possible from the bidders to the satisfaction of the Tender Evaluation committee.

#### **4.5. Evaluation Process**

Purchaser shall constitute a Bid Evaluation Committee to evaluate the responses of the bidders. The Bid Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Bid Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

##### **Stage 1: Pre-Qualification**

- a. Purchaser shall validate the Set 1 "RFP Document fee & Earnest Money Deposit (EMD)".
- b. If the contents of the Set 1 are as per requirements, Purchaser shall open the "Pre-Qualification Bid". In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.
- c. Bidders would be informed of their qualification / disqualification based on the Pre-Qualification criteria and subsequently, the EMD amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.

## Stage 2: Technical Evaluation

- Set 1 "Technical bid" shall be evaluated only for the bidders, who gets qualified in Pre-qualification.
- Purchaser shall review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to disqualify at Purchaser's discretion.
- The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Annexure 3.
- Each Technical Bid will be assigned a technical score as per the Technical Evaluation Framework. Only the bidders who get an Overall **Technical score of 70%** or more of the Technical Evaluation Framework as given in Section 4.7 will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

## Stage 3: Commercial Evaluation

- All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- The commercial bids for the technically qualified bidders shall then be opened on the notified date and time, and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Purchaser's discretion.
- Commercial Bids that are not as per the format provided in Annexure 4 shall be liable for rejection.
- The bidder that has quoted the lowest Total Price (CAPEX price + OPEX price) shall be awarded the contract. For the purpose of arriving at L1, prices in INR inclusive of all the applicable taxes, levies, charges etc. excluding GST will be considered.
- Kindly note that the indicative/estimated quantity provided in the RFP would be used for evaluation purposes; however, the payment would be done on actual usage basis.

### 4.6. Pre-Qualification Criteria

Sr. No	Criteria	Details	Documents to be Submitted
1.	Legal Entity	The bidder should be an entity registered in India, under the Companies Act 1956 / 2013 or LLP registered under the LLP Act 2008, or a Partnership firm or subsequent amendments thereto.	<ul style="list-style-type: none"> <li>Certificate of incorporation / Registered Partnership deed of the bidder.</li> <li>GST Registration Certificate of the bidder.</li> </ul>
2.	Board Resolution / Power of Attorney in In favour of Authorised Signatory	A Board Resolution or Power of Attorney, in the name of the person executing the bid, authorizing the signatory to sign on behalf of the Bidding entity.	Board Resolution AND / OR Power of Attorney with Board Resolution.

Sr. No	Criteria	Details	Documents to be Submitted
		The person issuing the Power of Attorney shall possess a Board Resolution in their favour for granting such rights.	
3.	Consortium and Joint Venture	Consortium and Joint Venture in any form are not allowed.	Self-Declaration Document (Refer Annexure-7.9)
4.	Mandatory Compliances / Licenses/Certifications	The bidder should have below mandatory registration & certifications: <ul style="list-style-type: none"> <li>IP1 registration from the competent authority (Department of Telecom) as on the bid submission date</li> <li>Valid ISO 9001:2015 or latest certification</li> <li>Valid ISO 27001:2013 or latest</li> </ul>	The bidder shall submit Registration /Certificate from the Department of Telecommunications, Govt. of India for IP1 and ISO authorities as applicable, valid on the day of bid submission
5.	Non-Blacklisting, Non-Debarred, Non-Insolvency, Non-Bankruptcy and Authenticity of Submitted Documents	<ul style="list-style-type: none"> <li>The bidder should not be blacklisted/ debarred by any State Government or Central Government or PSUs / Govt. undertakings or Government Companies / Government Enterprises or Urban Local Bodies (ULB) or similar statutory entities in India as on the date of bid submission</li> <li>The bidder should not be insolvent, in receivership, or bankrupt as of the date of bid submission</li> </ul>	Self-Declaration to be submitted on notarized INR 500 stamp paper. (Refer Annexure-7.6)
6.	Years of Operations	The bidder should have been in the business of Optical Fibre Cable (OFC) Infrastructure (Trenching/ ducting/ blowing/ laying/ installation/ leasing/ etc.) along with providing its maintenance services for the last 5 years as of the bid submission date.	Certificate from a statutory auditor/ CA having UDIN/ Relevant Work Orders
7.	Financials	<p>The bidder should have the average annual turnover of INR 104 crore in the previous <b>three (3)</b> financial years from OFC infrastructure (Trenching/ ducting/ blowing/ laying/ installation/ leasing/ etc.)</p> <p>(Previous three years - 2022-23 to 2024-25, In the absence of an audited balance sheet and P&amp;L for FY 2024-2025, bidder allowed to submit Statutory Auditor Certified unaudited financial statements for FY 2024-25 will also be accepted.)</p>	<p>Audited balance sheet and profit &amp; loss statement</p> <p><b>and</b></p> <p>Certificate from a statutory auditor/CA having UDIN (for specific business-related turnover, as asked)</p>
8.	Net worth	<p>The bidder should have positive net worth in each of the previous three financial years.</p> <p>(Previous three years - 2022-23 to 2024-25, In the absence of an audited balance sheet and</p>	Certificate from a statutory auditor/ CA having UDIN

Sr. No	Criteria	Details	Documents to be Submitted
		P&L for FY 2024-2025, bidder allowed to submit Statutory Auditor Certified unaudited financial statements for FY 2024-25 will also be accepted.)	
9.	Technical Capability in terms of Project Value	<p>The bidder should have relevant experience, successfully completed, in India related to OFC infrastructure (Trenching/ ducting/ blowing/ laying/ installation/ leasing/ etc.), in the last five years (FY'2020 – FY'2025) for a licensed TSP/UL licensed entity/ Government entity/ PSU or as IP1 Infrastructure provider as on bid submission date:</p> <p>One project of value not less than INR 83.2 Cr</p> <p>OR</p> <p>Two projects, each having a value of not less than INR 52 Cr</p> <p>OR</p> <p>Three projects, each having a value not less than INR 41.6 Cr.</p>	<p>1. Work Order or Signed Contract with detailed scope of work</p> <p>AND</p> <p>2. Client Completion Certificate / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value/ work quantum.</p> <p>OR</p> <p>Satisfactory Work in Progress Certificate from the Client / Certificate from a statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum.</p>
10.	Technical Capability in terms of route length in KM	<p>The bidder should have relevant experience in India as per below criteria in last five years (FY'2020 – FY'2025) as on bid submission date:</p> <p>1. Experience of successfully completed <b><u>Trenching &amp; Ducting for laying OFC infrastructure through Horizontal Drilling Methodology (HDD)/ Open Trenching (OT) Methodology</u></b> for licensed TSP/ UL licensed entity/ Government entity/ PSU or as IP1 Infrastructure provider in India as on bid submission date:</p> <p>One project for minimum linear (non-overlapping) route length of 240 km</p> <p>OR</p>	<p>1. Work Order or Signed Contract with detailed scope of work</p> <p>AND</p> <p>2. Client Completion Certificate / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum.</p> <p>OR</p> <p>Satisfactory Work in Progress Certificate from the Client / Certificate from statutory auditor/CA</p>

Sr. No	Criteria	Details	Documents to be Submitted
		<p>Two projects for minimum linear (non-overlapping) route length of 150 km</p> <p>OR</p> <p>Three projects for minimum linear (non-overlapping) route length of 120 km</p> <p>2. Experience of successfully completed <b><u>Blowing of underground OFC</u></b> for licensed TSP/ UL licensed entity/ Government entity/ PSU or as IP1 Infrastructure provider in India as on bid submission date:</p> <p>One project for minimum linear (non-overlapping) route length of 240 km</p> <p>OR</p> <p>Two projects for minimum linear (non-overlapping) route length of 150 km</p> <p>OR</p> <p>Three projects for minimum linear (non-overlapping) route length of 120 km</p> <p>3. Experience of <b><u>Operations and Maintenance of underground telecom Duct/ Optical Fibre Cable</u></b> for licensed TSP/ UL licensed entity/ Government entity/ PSU or as IP1 Infrastructure provider in India as on bid submission date</p> <p>One project for minimum linear (non-overlapping) route length of 240 km</p> <p>OR</p> <p>Two projects for minimum linear (non-overlapping) route length of 150 km</p> <p>OR</p>	having UDIN certifying the relevant completed value / work quantum.

Sr. No	Criteria	Details	Documents to be Submitted
		Three projects for minimum linear (non-overlapping) route length of 120 km	
11.	Bid Capacity	<p>The bidder should possess the bidding capacity as calculated by the specified formula.</p> <p>The formula generally used is: Available bid capacity = <math>A \times M \times N - B</math>, where:</p> <p>A = Maximum value of works executed in any one year during the last five years (as on bid submission date), taking into account the completed as well as works in progress.</p> <p>M = Multiplier Factor (1.5)</p> <p>N = Number of years prescribed for completion of the work in tender.</p> <p>B = Value of the existing commitments and ongoing works to be completed in the next 'N' years.</p>	<p>Certificate from a statutory auditor/ CA having UDIN</p> <p>(Annexure 8.15)</p>

**Note:**

In case of a demerger, resulting/ demerged entities (by virtue of a corporate restructuring exercise, etc) are permitted to use credentials of the original/ parent entity to satisfy the eligibility criteria. (Refer Office Memorandum of Ministry of Finance, Department of Expenditure No. F .8/78/2023-PPD dated 12.10.2023.)

#### 4.7. Technical Evaluation Framework

The Bidder's technical proposal shall be evaluated as per the below mentioned evaluation criteria:

S. No.	Criteria	Max. Marks Allotted	Required Documents
TQ-1	<p>The bidder should have relevant experience in India, successfully completed, related to OFC infrastructure (Trenching/ ducting/ blowing/ laying/ installation/ leasing/ etc.), in last five (05) financial years (FY'2020–FY'2025):</p> <ul style="list-style-type: none"> <li>One project of value &gt;INR 41.6 Cr &lt;= INR 83.2 Cr.: 15 marks</li> <li>One project of value &gt;INR 83.2 Cr &lt;= INR 104 Cr.: 20 marks</li> <li>One project of value &gt;INR 104 Cr.: 25 marks</li> </ul>	25	<p>1. Work Order or Signed Contract with detailed scope of work</p> <p>AND</p> <p>2. Client Completion Certificate / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum.</p> <p>OR</p> <p>Satisfactory Work in Progress Certificate from the Client / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum.</p>
TQ-2	<p>Experience of successfully completed <b><u>Trenching &amp; Ducting for laying OFC infrastructure through Horizontal Drilling Methodology (HDD)/ Open Trenching (OT) Methodology</u></b> for licensed TSP/ UL licensed entity/ Government entity/ PSU or as IP1 Infrastructure Provider in India in last five (05) financial years (FY'2020 – FY'2025):</p> <ul style="list-style-type: none"> <li>One project for linear (non-overlapping) route length &gt;120 km &lt;= 240 km: 15 marks</li> <li>One project for linear (non-overlapping) route length &gt;240km &lt;= 300 km: 20 marks</li> <li>One project for linear (non-overlapping) route length &gt;300 km: 25 marks</li> </ul>	25	<p>1. Work Order or Signed Contract with detailed scope of work</p> <p>AND</p> <p>2. Client Completion Certificate / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum.</p> <p>OR</p> <p>Satisfactory Work in Progress Certificate from the Client / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum.</p>

S. No.	Criteria	Max. Marks Allotted	Required Documents
TQ-3	<p>Experience of successfully completed <b><u>Blowing underground Optical Fibre Cable</u></b> for licensed TSP/ UL licensed entity/ Government entity/ PSU or as IP1 Infrastructure Provider in India in last five (05) financial years (FY'2020 – FY'2025):</p> <ul style="list-style-type: none"> <li>One project for linear (non-overlapping) route length &gt;120 km &lt;= 240 km: 10 marks</li> <li>One project for linear (non-overlapping) route length &gt;240km &lt;= 300 km: 15 marks</li> <li>One project for linear (non-overlapping) route length&gt;300 km: 20 marks</li> </ul>	20	<p>1. Work Order or Signed Contract with detailed scope of work</p> <p>AND</p> <p>2. Client Completion Certificate / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum.</p> <p>OR</p> <p>Satisfactory Work in Progress Certificate from the Client / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum.</p>
TQ-4	<p>Experience of <b><u>Operations and Maintenance of underground telecom Duct/ Optical Fibre Cable</u></b> for licensed TSP/ UL licensed entity/ Government entity/ PSU or as IP1 Infrastructure Provider in India in last five (05) financial years (FY'2020 – FY'2025):</p> <ul style="list-style-type: none"> <li>One project for linear (non-overlapping) route length &gt;120 km &lt;=240 km: 5 marks</li> <li>One project for linear (non-overlapping) route length &gt;240 km &lt;= 300 km: 7 marks</li> <li>One project for linear (non-overlapping) route length&gt;300 km: 10 marks</li> </ul>	10	<p>1. Work Order or Signed Contract with detailed scope of work</p> <p>AND</p> <p>2. Client Completion Certificate / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum.</p> <p>OR</p> <p>Satisfactory Work in Progress Certificate from the Client / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum.</p>
TQ-5	<p>The bidder should have been in the business of OFC infrastructure (Trenching/ ducting/ blowing/ laying/ installation/ leasing/ etc.) along with providing its maintenance services as on bid submission date</p> <ul style="list-style-type: none"> <li>Experience of &gt; 5 years &lt;= 10 years: 10 marks</li> <li>Experience of &gt; 10 years &lt;= 15 years: 15 marks</li> <li>Experience of &gt; 15 years: 20 marks</li> </ul>	20	<p>Certificate from a statutory auditor/ CA having UDIN/ Relevant Work Orders</p>



**Note:**

1. In case of a demerger, resulting/ demerged entities (by virtue of a corporate restructuring exercise, etc) are permitted to use credentials of the original/ parent entity to satisfy the eligibility criteria. (Refer Office Memorandum of Ministry of Finance, Department of Expenditure No. F .8/78/2023-PPD dated 12.10.2023.)
2. The bidder should have office in Nashik or should furnish an undertaking that the same would be established within 45 days of signing the contract, if project is awarded, and the proposed project team shall function from this office only. The said undertaking shall be submitted at the time of signing of contract.

**4.7.1. Key Personnel Criteria**

- IA shall provide adequate number of personnel, each responsible for a specific role during the project implementation and O&M phase (management of end-to-end operations of the project).
- IA shall provide clear definition of the role and responsibility of each individual personnel.
- IA shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. SI has to provide the list of proposed Manpower for the Project. Any changes in Manpower deployment will have to be approved by the purchaser.

Following table indicates the minimum qualification required for Key Positions identified for this project. However, IA shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this tender.

All the below proposed positions shall be Onsite during the project implementation phase. The IA shall be mandatorily required to deploy the minimum resources as per the submitted profile or better.

SI #	Position	Minimum qualifications
1.	Project Manager	a. Education: B. Tech/B.E. b. Total Experience: Should have 12 or more years of overall experience combined in Networking, Solution Designing and Implementation c. Should have more than 5 years of experience of handling such large projects as a project manager
2.	Network Architect	a. B. Tech / M. Tech with at least 8 years of experience b. Should have experience in designing & implementing network solutions for at least 2 similar projects.
3.	QA Manager	a. B. Tech / M. Tech/MBA/MCA with at least 6 years of experience b. Should have relevant experience in Quality Assurance in at least 2 projects

Manpower plan for Implementation and Operation & Maintenance Phase to be provided as per format provided in Section 8.8

Apart from the above-mentioned resources, the Bidder shall propose other extra manpower to be deployed during Implementation and manpower to be deployed during Operation & Maintenance phase, for managing the end-to-end implementation and operations of all the proposed systems at purchaser's location as provided in the Section 8.8.

In-case any of the above resources are not deployed then INR 5,000/- per day penalty will be imposed on the bidder.

#### **4.8. Rejection Criteria**

Besides other conditions and terms highlighted in the RFP document, bids may be rejected under following circumstances:

##### **4.8.1.General Rejection Criteria**

- a) Bids not qualifying under eligibility criteria.
- b) Bids submitted without or improper EMD or tender fees
- c) Bids received through Telex /Telegraphic / Fax / E-Mail
- d) Bids which do not confirm unconditional validity of the bid as prescribed in the Tender
- e) If the information provided by the Bidders is found to be incorrect / misleading at any stage / time during the Tendering Process
- f) Any effort on the part of a Bidders to influence the NMSCDCL's bid evaluation, bid comparison or contract award decisions
- g) Bids received by the NMSCDCL after the last date for receipt of bids prescribed in the fact sheet
- h) Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidders
- i) Technical Bid containing commercial details or any such hints/ calculations /extrapolations/ records
- j) Revelation of Prices in any form or by any reason before opening the Commercial Bid
- k) Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect
- l) Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidders
- m) Bidders not complying with the General Terms and conditions as stated in the Tender Documents
- n) The Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender

##### **4.8.2.Commercial Rejection Criteria**

- a) Incomplete Price Bid
- b) Price Bids that do not conform to the Tender's price bid format

#### **4.9. Country of Origin and Purchase Preference**

- Bidders are required to submit a statement indicating Country of Origin (CoO) for all proposed equipment along with the technical bid. The same shall be verified with the certificate of CoO required to be submitted at the time of supply. In cases where there is a discrepancy between the CoO of the supplied products and the CoO indicated during the bidding process, the said component shall stand to be rejected.
- All prevalent GOI rules & regulations regarding public procurement and the country of origin shall be applicable. It will be the responsibility of the bidders to ensure that all quoted components are approved for procurement and installation by the appropriate authorities.

- Any equipment / software sourced from a company that has its Head Office / Origin / Subsidiary / Research & Development / Design & Manufacturing setup that lies in a country which currently has a land border dispute with India, or where conditions are such that supply chains & support during the project or product lifecycle are likely to be affected (to be solely determined by NMSCDCL), shall not be acceptable.
- To avoid proxy manufacturing / assembling / white labelling any equipment (regardless of country of manufacturing/assembling) whose Intellectual Property lies in a country which currently has a land border dispute with India, or where conditions are such that supply chains & support during the project or product lifecycle are likely to be affected (to be solely determined by NMSCDCL), shall not be acceptable.
- To avoid any proxy selling any equipment / software (regardless of country of manufacturing/assembling) sourced from a company that has its Head Office / Origin / Subsidiary / Research & Development / Design & Manufacturing setup that lies in a country which currently has a land border dispute with India, or where conditions are such that supply chains & support during the project or product lifecycle are likely to be affected (to be solely determined by NMSCDCL), shall not be acceptable.

## **5. Award of Contract**

### **5.1. Right to Accept Any Proposal and To Reject Any or All Proposal(s)**

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process / and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

### **5.2. Notification of Award**

- a. Prior to the expiration of the validity period, NMSCDCL will notify the successful bidders in writing or via email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, NMSCDCL may like to request the bidders to extend the validity period of the bid.
- b. The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

### **5.3. Contract Finalization and Award**

- a. The "Letter of Intent (LOI)" will be issued under signature of competent authority of NMSCDCL.
- b. The "Letter of Intent" will be sent in duplicate to the successful bidder, who will return one copy to the NMSCDCL duly acknowledged and signed by the authorized signatory, within one week of receipt of the same.
- c. On this basis, the draft contract agreement would be finalized for award & signing.
- d. Upon notification of award to the successful Bidder, NMSCDCL will promptly notify each unsuccessful Bidder.

### **5.4. Performance Bank Guarantee (PBG)**

Within fifteen (15) working days from the date of issuance of LOI, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Purchaser. The PBG shall be from a Scheduled Commercial Bank (Scheduled Public Sector Bank or Scheduled Private Sector Bank) or any Nationalized Bank in the format prescribed in Annexure 5, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee shall be for an amount equivalent to 5% of total contract value. PBG shall be invoked by Purchaser, in the event the Bidder:

- a. fails to meet the overall penalty/LD condition as mentioned in RFP Volume II or any changes agreed between the parties,
- b. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Purchaser,
- c. misrepresents facts/information submitted to Purchaser

The performance bank guarantee shall be valid till satisfactory completion of Project. The performance bank guarantee may be discharged/returned by Purchaser upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), Purchaser shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Purchaser under the contract in the matter, the proceeds of the PBG shall be payable to Purchaser as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

Purchaser shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Purchaser shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP Vol II, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP Volume II.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

## **5.5. Warranty & Maintenance**

### **Warranty**

Warranty would be for 5 years and should start from the Go live date for all the solutions, During the warranty period of 5 years, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

Purchaser or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to Purchaser and within time specified and acceptable to Purchaser.

During the comprehensive warranty period, the successful bidder shall provide all product(s) and documentation updates, patches/fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to Purchaser.

The successful bidder hereby warrants Purchaser that:

- i. The implemented integrated solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the contract.
- ii. The proposed integrated solution shall achieve parameters delineated in the technical specification/requirement.
- iii. The successful bidder shall be responsible for warranty services from licensors of products included in the systems.
- iv. The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

### **Operations and Maintenance (O&M)**

Bidder shall also provide complete O&M support on year to year basis, for all the proposed integrated solution as outlined in this RFP for a period of 2 years from the date of go-live i.e. "Go-Live". "Go-live" is the date on which the proposed solution is operational as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of Purchaser.

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, Purchaser may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which Purchaser may have against the bidder under the contract.

Purchaser will have the right to extend / reduce the number of O&M period, as and when required, on a prior notice of 90 days. Payment shall be made on the Pro-Rata basis as per the quoted price by the bidder.

### **5.6. Signing of Contract**

After the notification of award, Purchaser will issue Letter of Intent (LOI). Accordingly, a contract shall be signed between successful bidder and Purchaser or the agency designated by Purchaser. As an acceptance of the LOI, the Bidder shall sign and return a duplicate copy to purchaser, or the agency designated by Purchaser. The bidder shall return the duplicate copy along with a Performance Bank Guarantee within 15 working days from the date of issuance of LOI.

On receipt of the Performance Bank Guarantee, Purchaser or the agency designated by Purchaser shall enter into a contract with the successful bidder. The Master Service Agreement is provided in RFP Volume III. Post signing of the contract, purchaser shall issue the Work Order to the successful bidder.

### **5.7. Failure to agree with the Terms & Conditions of the RFP**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value bidder or call for new bids. In such a case, Purchaser shall invoke the PBG and/or forfeit the EMD.

## 6. Annexure 1 – Format for Pre-bid Queries

Bidder shall submit all pre-bid queries as **excel sheet** in the following format.

**Name of Person(s) Representing the Company/ Firm:**

I.

Name of Person	Designation	Email-ID(s)	Mobile No.	Tel. Nos. & Fax Nos.

S. No	RFP Document Reference (s) (Page Number, Section Number and Clause Title)	Content of RFP Requiring Clarification	Points of Clarification
1.			
2.			
3.			
4.			
5.			

## 7. Annexure 2 – Formats for Submission of the Pre-Qualification Bid

### 7.1. Pre-qualification bid checklist

(To be provided on the Company letterhead by the bidder)

SI #	Checklist Items	Compliance (Yes or No)	Page No. and Section No. in bid
1.	Tender Fee		
2.	Earnest Money Deposit		
3.	Pre-Qualification Bid Covering letter		
4.	Company Profile		
5.	Certificate / Documents against Pre-Qualification Criteria (Section 4.6)		
6.	Bidder's Experience - Client Citations		
7.	Self-Declaration by Bidder for Non-Blacklisting, Non-Insolvency, Non-Bankruptcy and Authenticity of Submitted Documents		
8.	Self-certificate for Project execution experience		
9.	Self-declaration by Bidder for Non-Participation as Joint Venture / Consortium		
10.	No Deviation Certificate		
11.	Any other supporting credential/documents		



## 7.2. Pre-Qualification Bid Covering Letter

*(To be provided on the Company letterhead by the Sole bidder)*

Date: dd / mm / yyyy

To,  
The Chief Executive Officer,  
Nashik Municipal Smart City Development Corporation Ltd. (NMSCDCL),  
Loknete Panditrao Khaire Panchavati Divisional Office,  
4th Floor, Makhmalabad Naka, Panchavati,  
Nashik, Maharashtra 422003

**Subject: Request for Proposal (RFP) for Selection of Implementation Agency for Supply, Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City Network Backbone along with providing Operations & Maintenance Services**

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

With reference to your “**Request for Proposal (RFP) for Selection of Implementation Agency for Supply, Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City Network Backbone along with providing Operations & Maintenance Services**”, we hereby submit our Prequalification bid for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Purchaser can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b. We have submitted EMD of INR\_\_\_\_\_and Tender fee of INR \_\_\_\_\_ through\_\_\_\_\_
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by **Purchaser** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
  - i. To supply the products and commence services as stipulated in the RFP document
  - ii. To undertake the project services for entire contract period from the issuance of Work Order as mentioned in the RFP document.
  - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out-of-pocket expenses, taxes, levies discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

- h. We understand that the **Purchaser** may cancel the bidding process at any time and that **Purchaser** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications, please contact \_\_\_\_\_ email at \_\_\_\_\_

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

### 7.3. Company profile

*(To be provided on the Company letterhead by the bidder)*

SL. NO.	PARTICULARS	DESCRIPTION OR DETAILS
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation date and number	
6.	GST number	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	

**7.4. Certificate / Documents against Pre-Qualification Criteria (Section 4.6)**

*(Bidder to enclose documents against each of Pre-Qualification Criteria)*

### 7.5. Bidder's Experience - Client Citations

Name of the Project & Location	
Client's Name and Complete Address	
Narrative description of project	
Contract Value for the bidder (in INR)	
Date of Start	
Date of Completion	
Activities undertaken by prime bidder	

*Note - If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion*

**7.6. Self-Declaration by Bidder for Non-Blacklisting, Non-Insolvency, Non-Bankruptcy and Authenticity of Submitted Documents**

*(To be provided on the Company letterhead by the bidder)*

Date: dd / mm / yyyy

To,  
The Chief Executive Officer,  
Nashik Municipal Smart City Development Corporation Ltd. (NMSCDCL),  
Loknete Panditrao Khairi Panchavati Divisional Office,  
4th Floor, Makhmalabad Naka, Panchavati,  
Nashik, Maharashtra 422003

**Subject: Self-Declaration regarding Non-Blacklisting, Non-Debarred, Non-Insolvency, Non-Bankruptcy and Authenticity of Submitted Documents**

Ref: RFP No. <<.....>> dated << .....>>

Sir/Madam,

I/We, the undersigned, do hereby declare and affirm as under:

1. That I/We am/are the authorized signatory of M/s \_\_\_\_\_ (name of the bidder), having its registered office at \_\_\_\_\_.
2. That M/s \_\_\_\_\_ has not been declared insolvent and/or bankrupt or is not in the process of insolvency and/or bankruptcy under any applicable laws as on the date of submission of this bid.
3. That M/s \_\_\_\_\_ has not been blacklisted and/or debarred by any Central/State Government Department, Public Sector Undertaking (PSU), Autonomous Body, or any other Government Authority/Agency in India or abroad as on the date of submission of this bid.
4. That all the information, statements, and documents submitted in this bid/tender are true, correct, and complete to the best of my/our knowledge and belief.
5. I/We understand that in case any information or document is found to be false or misleading at any stage in this regard may lead to disqualification of bid and/or termination of contract, if awarded, and may result in any legal or administrative action as deemed appropriate by the tendering authority.

I/We hereby declare that the above statements are true to the best of my/our knowledge and belief.

Thanking you,

Yours faithfully,  
For and on behalf of

M/s \_\_\_\_\_

(Authorized Signatory)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal/Stamp of the Bidder

### **7.7. Self-certificate for Project execution experience**

*(To be provided on the Company letterhead)*

This is to certify that < Name of the Bidding entity > has been awarded with < Name of the Project > as detailed under:

<b>Name of the Project</b>	
<b>Client's Name, Contact no. and Complete Address</b>	
<b>Contract Value for the bidder (in INR)</b>	
<b>Current status of the project (Completed/Ongoing)</b>	
<b>Activities completed by bidding entity as on bid submission date</b>  <i>(Only relevant activities as sought in the Criteria to be included)</i>	
<b>Value of Work completed for which payment has been received from the client.</b>	
<b>Date of Start</b>	
<b>Date of Completion</b>	

(Authorised Signatory)

Signature:  
Name:  
Designation:  
Bidding entity's name  
Address:

Seal:  
Date:

**7.8. No Deviation Certificate**

*(To be provided on the Company letterhead by the bidder)*

Date: dd / mm / yyyy

To,  
The Chief Executive Officer,  
Nashik Municipal Smart City Development Corporation Ltd. (NMSCDCL),  
Loknete Panditrao Khairi Panchavati Divisional Office,  
4th Floor, Makhmalabad Naka, Panchavati,  
Nashik, Maharashtra 422003

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:  
Name:  
Designation:  
Address:

Seal:  
Date:



### 7.9. Self-declaration by Bidder for Non-Participation as Joint Venture / Consortium

*[On the Letterhead of the Bidder]*

To,  
The Chief Executive Officer,  
Nashik Municipal Smart City Development Corporation Ltd. (NMSCDCL),  
Loknete Panditrao Khaire Panchavati Divisional Office,  
4th Floor, Makhmalabad Naka, Panchavati,  
Nashik, Maharashtra 422003

Sir/Madam,

I/We, the undersigned, hereby declare and confirm that:

1. I/We, M/s \_\_\_\_\_ (name of the bidder), having our registered office at \_\_\_\_\_, am/are submitting this bid independently and **not as part of any Joint Venture (JV) or Consortium**.
2. I/We further declare that no other entity, company, or firm is participating in this tender on our behalf or in association with us as a Joint Venture Partner or Consortium Member.
3. I/We understand that any misrepresentation in this regard may lead to disqualification of our bid and/or termination of contract, if awarded, and may result in any legal or administrative action as deemed appropriate by the tendering authority.

This declaration is made in full compliance with the tender terms and is true to the best of my/our knowledge and belief.

Yours faithfully,

For and on behalf of

M/s \_\_\_\_\_

(Authorized Signatory)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

Seal/Stamp of the Bidder

## 8. Annexure 3 – Formats for Submission of the Technical Bid

### 8.1. Technical Bid Check-List

(To be provided on the Company letterhead by the bidder)

Sl #	Checklist Items	Compliance (Yes or No)	Page No. and Section No. in bid
1.	Technical Bid Covering Letter		
2.	Credential Summary		
3.	Bidder's Experience – Client Citation		
4.	Total Responsibility Certificate		
5.	Overview of Proposed Solution : <ul style="list-style-type: none"> <li>• Project Understanding</li> <li>• Approach &amp; Methodology</li> <li>• Technical &amp; Functional Requirement Specification Compliance</li> </ul>		
6.	Project Plan		
7.	Details of Resources Proposed		
8.	Compliance to Requirement (Technical / Functional Specifications) on the respective OEM Letter Head with counter sign of Bidder's authorized signatory for <ul style="list-style-type: none"> <li>• Optical Fibre Cable</li> <li>• HDPE Duct</li> <li>• Light Interface Unit (LIU)</li> <li>• Network Monitoring &amp; Operations Management Platform</li> </ul>		
9.	Proposed Bill of Material's Make and Model for <ul style="list-style-type: none"> <li>• Optical Fibre Cable</li> <li>• HDPE Duct</li> <li>• Light Interface Unit (LIU)</li> <li>• Network Monitoring &amp; Operations Management Platform</li> </ul>		
10.	Manufacturers'/Producers' Authorization Form for <ul style="list-style-type: none"> <li>• Optical Fibre Cable</li> <li>• HDPE Duct</li> <li>• Light Interface Unit (LIU)</li> <li>• Network Monitoring &amp; Operations Management Platform</li> </ul>		
11.	Anti-Collusion Certificate		
12.	Non-Disclosure Agreement		
13.	OEM Declaration for <ul style="list-style-type: none"> <li>• Optical Fibre Cable</li> <li>• HDPE Duct</li> <li>• Light Interface Unit (LIU)</li> <li>• Network Monitoring &amp; Operations Management Platform</li> </ul>		
14.	Format for Bid Capacity		
15.	Format for Self-declaration for Rule 144 GFR reg.		
16.	Certificate / Documents against Technical Evaluation Framework Criteria (Section 4.7)		
17.	Any other supporting credential/documents		

## 8.2. Technical Bid Covering Letter

*(To be provided on the Company letterhead by the bidder)*

Date: dd/mm/yyyy

To,  
The Chief Executive Officer,  
Nashik Municipal Smart City Development Corporation Ltd. (NMSCDCL),  
Loknete Panditrao Khaire Panchavati Divisional Office,  
4th Floor, Makhmalabad Naka, Panchavati,  
Nashik, Maharashtra 422003

**Subject: : Request for Proposal (RFP) for Selection of Implementation Agency for Supply, Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City Network Backbone along with providing Operations & Maintenance Services**

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

I, having read and examined in detail all the bidding documents in respect of “: **Request for Proposal (RFP) for Selection of Implementation Agency for Supply, Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City Network Backbone along with providing Operations & Maintenance Services**” do hereby propose to provide our services as specified in the bid submitted by us.

It is hereby confirmed that I am entitled to act on behalf of our company / corporation / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

I declare that all the services shall be performed strictly in accordance with the RFP documents.

I confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to NMSCDCL is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

I hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

I understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days after opening of technical bid. We shall extend the validity of the bid if required by Purchaser.

Thanking you,

Yours sincerely,

(Signature of the Lead Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

### 8.3. Credential Summary

*(To be provided on the Company letterhead by the bidder)*

SI #	Project Name	Client Name	Client Type	Project Value (in INR)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1							
2							
3							
4							
5							
6							
7							

- *Client type – Indicate whether the client is Government or PSU or Private*
- *Project Components – Indicate the major project components*
- *Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment*
- *Project Status – Completed (date of project completion) or Ongoing (project start date)*

#### 8.4. Bidder's Experience - Client Citations

Name of the Project & Location	
Client's Name and Complete Address	
Narrative description of project	
Contract Value for the bidder (in INR)	
Date of Start	
Date of Completion	
Activities undertaken by prime bidder	

*Note- If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion.*

#### **8.5. Total Responsibility Certificate**

*(To be provided on the Company letterhead by the bidder)*

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

### **8.6. Overview of Proposed Solution**

Bidders are required to provide its Understanding and Approach & Methodology to execute the entire project. Bidders are advised to comply with the below provided headers / approach components while detailing out their solution.

<b>Sl. No.</b>	<b>Item</b>
1.	Project Understanding
2.	Approach & Methodology
3.	Technical & Functional Requirement Specification Compliance
4.	Project Plan



## 8.7. Project Plan

A **Detailed Project Plan** covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.

Activity-wise Timelines							
Sl. No.	Item of Activity	Month wise Program					
		1	2	3	4	5	...
	Project Plan						
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						
2							
2.1							
2.2							
3							
3.1							
4							
<i>Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity &amp; phase wise timelines for executing the project with details of deliverables &amp; milestones as per their bid.</i>							

### 8.8. Details of Resources proposed

#### Summary of Resources proposed

Sr. No.	Name of the Resource	Proposed Role	Highest degree	Basic Qualification (E.g. B.Sc. or B.E. or MCA or Diploma)	Certifications (ex. PMI or ITIL or TOGAF or CCNP etc.)	Total Experience (in years)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

### **8.9. Compliance to Requirement (Technical / Functional Specifications)**

*(To be provided by the respective OEMs (for Optical Fibre Cable, HDPE Duct, Light Interface Unit (LIU) and Network Monitoring & Operations Management Platform) on its letterhead and should be signed by OEM and bidder's authorized signatory)*

*The bidder should provide compliance to the requirement specifications (both technical and functional) as specified in Volume II of this RFP. The same should be reproduced here, and compliance against each requirement line item should be marked. .*

#### **8.10. Proposed Make and Model**

The Bidder should provide the Make and Model for

- Optical Fibre Cable
- HDPE Duct
- Light Interface Unit (LIU)
- Network Monitoring & Operations Management Platform

Once the bidder provides this information in the submitted & approved bid, the bidder cannot change it with any other component / equipment etc. of lower specifications / performance; it can only be upgraded at the time of actual deployment/installation at the discretion of the purchaser.

#### **8.11. Manufacturers'/Producers' Authorization Form**

*(To be provided by the respective OEMs (for Optical Fibre Cable, HDPE Duct, Light Interface Unit (LIU) and Network Monitoring & Operations Management Platform) on its letterhead and should be signed by OEM and bidder's authorized signatory)*

Date:

To,  
The Chief Executive Officer,  
Nashik Municipal Smart City Development Corporation Ltd. (NMSCDCL),  
Loknete Panditrao Khairi Panchavati Divisional Office,  
4th Floor, Makhmalabad Naka, Panchavati,  
Nashik, Maharashtra 422003

**Subject: Manufacturer's Authorization Form**

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

We \_\_\_\_\_ (Name of the OEM), who are established and reputable manufacturers of \_\_\_\_\_ (List of Goods) having factories or product development centres at the locations \_\_\_\_\_ or as per list attached, do hereby authorize \_\_\_\_\_ (Name and address of the Bidder) to bid, negotiate and conclude the contract with you against RFP No. \_\_\_\_\_ Dated \_\_\_\_\_ for the above goods manufactured or developed by us.

We hereby extend our warranty for the hardware goods/material supplied by the bidder and or maintenance or support services for software products against this invitation for bid by \_\_\_\_\_ (Name of the Bidder) as per requirements of this RFP.

Thanking you,

Yours faithfully,

(Signature)

For and on behalf of: \_\_\_\_\_ (Name of the OEM)

Authorised Signatory

Name:

Designation:

Place:

Date:

#### **8.12. Anti-Collusion Certificate**

*(To be provided on the Company letterhead by the bidder)*

#### **Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Bid for **Selection of Implementation Agency for Supply, Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City Network Backbone along with providing Operations & Maintenance Services** against the RFP issued by the Purchaser, We have not acted in concert or in collusion with any other Bidder or other person(s), and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

### **8.13. Non-Disclosure Agreement**

*(To be provided on the Company letterhead by the Bidder)*

WHEREAS, we the undersigned Bidder, \_\_\_\_\_, having our principal place of business or registered office at \_\_\_\_\_, are desirous of bidding for RFP No. <<>> dated <<DD-MM-2025>> **“Selection of Implementation Agency for Supply, Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City Network Backbone along with providing Operations & Maintenance Services”** (hereinafter called the said 'RFP') to the “NMSCDCL”, hereinafter referred to as 'Purchaser'

and,

WHEREAS, the Bidder is aware and confirms that the Purchaser's business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media and other information or documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Bidder of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.
2. Confidential Information does not include information which:
  - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - b. information in the public domain as a matter of law;
  - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
  - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
  - e. is released from confidentiality with the written consent of the Purchaser.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
  - b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - c. to restrict access and disclosure of Confidential Information to their employees, agents and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser



to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

**For and on behalf of:**

(BIDDER)

Authorised Signatory

Name:

Designation:

Office Seal:

Place:

Date :

#### 8.14. Format for OEM Declaration

*(To be provided by the respective OEMs (for Optical Fibre Cable, HDPE Duct, Light Interface Unit (LIU) and Network Monitoring & Operations Management Platform) on its letterhead and should be signed by OEM and bidder's authorized signatory)*

To,  
The Chief Executive Officer,  
Nashik Municipal Smart City Development Corporation Ltd. (NMSCDCL),  
Loknete Panditrao Khaire Panchavati Divisional Office,  
4th Floor, Makhmalabad Naka, Panchavati,  
Nashik, Maharashtra 422003

**Subject: Self Declaration for Tender Reference No. ....**

Sir,

We, <OEM Name> having our registered office at <OEM address>, hereinafter referred to as OEM are an established manufacturer of the following items quoted by <Bidder Name> having their registered office at <Bidder address>, hereinafter referred to as Bidder.

We confirm that we have understood the delivery & installation time lines defined in the tender. We confirm that we have worked out all necessary logistics and pricing agreement with <SI name>, and there won't be any delay in delivery, installation and support due to any delay from our side. Our full support as per pre-purchased support contract is extended in all respects for supply and maintenance of our products. We also ensure to provide the required spares and service support as pre-purchased for the supplied equipment for entire contract period. In case of any difficulties in logging complaint at bidder end, user shall have option to log complaint at our call support centre.

We hereby declare that

- a. We are in the business of the quoted products or technology for at least 7 years as on the date of release of the RFP.
- b. We have an authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- c. Products or technology quoted are neither end-of-sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project.
- d. We understand that any false information/commitment provided here may result in getting blacklisted / debarred from doing business with NMSCDCL.
- e. We have quality certifications like ISO 9001:2000 (*please submit the certification along with the Bid*)
- f. We have not been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

### 8.15. Format for Bid Capacity

Applicant's legal name ..... Date.....

Group Member's legal name..... Page ..... of ..... pages

Available bid capacity =  $A \times M \times N - B$ , where:

A = Maximum value of works executed in any one year during the last five years (as on bid submission date), taking into account the completed as well as works in progress.

M = Multiplier Factor (1.5)

N = Number of years prescribed for completion of the work in tender.

B = Value of the existing commitments and ongoing works to be completed in the next 'N' years.

Name and brief particulars of Tender (Clearly indicate the part of the work assigned to the applicant(s))	Name of client with telephone number and fax number	Contract Value In Rupees Equivalent (Give only the value of work assigned to the applicant(s))	Value of balance work yet to be done in Rupee equivalent as on bid date submission	Date of Completion as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of work done in 2019-20 (1st April' 2019 to 31st March' 2020)	Value of work done in 2020-21 (1st April' 2020 to 31st March' 2021)	Value of work done in 2021-22 (1st April' 2021 to 31st March 2022)	Value of work done in 2022-23 (1st April' 2022 to 31st March 2023)	Value of work done in 2023-24 (1st April' 2023 to 31st March 2024)
Total											

Note : Please submit all the supporting requisite documents along with this certificate

**8.16. Format for Self-declaration for Rule 144 GFR reg.**

(To be submitted on the letterhead of the Bidder)

To,  
The Chief Executive Officer,  
Nashik Municipal Smart City Development Corporation Ltd. (NMSCDCL),  
Loknete Panditrao Khaire Panchavati Divisional Office,  
4th Floor, Makhmalabad Naka, Panchavati,  
Nashik, Maharashtra 422003

Ref: Tender No :< No> Dated<DD/MM/YYYY>

Sir

I/We also represent that company is not a subsidiary/ affiliate/ attached office of any border Companies as may be banned by Government of India for doing business in India as per revision of GFR Rules, 2020 or, if from such a country, has been statutorily registered with the competent authority as per the procedure laid down in reference to Government Orders in this regard. I/We hereby agree to provide copy of and/or produce original of all such documents as may be necessarily required to be submitted for evidence in this regard.

I/We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

**9. Annexure 4 – Format for Submission of the Commercial Bid**  
*(As per eTendering system (BoQ sheet))*

## 10. Annexure 5 – Performance Bank Guarantee

Ref: \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

<Name>  
<Designation>  
<Address>  
<Phone Nos.>  
<Fax Nos.>  
<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the Implementation Agency”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to NMSCDCL (hereinafter called “the Purchaser”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Implementation Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Request for Proposal (RFP) for Selection of Implementation Agency for Supply, Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City Network Backbone along with providing Operations & Maintenance Services

---

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed name \_\_\_\_\_

**(Bank's common seal)**

## 11. Annexure 6 - Format for Power of Attorney to Authorize Signatory

### POWER OF ATTORNEY

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]*

We, M/s. \_\_\_\_\_ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or Ms. \_\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project \_\_\_\_\_ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with \_\_\_\_\_ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2025

(Signature and Name of authorized signatory)

\_\_\_\_\_

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

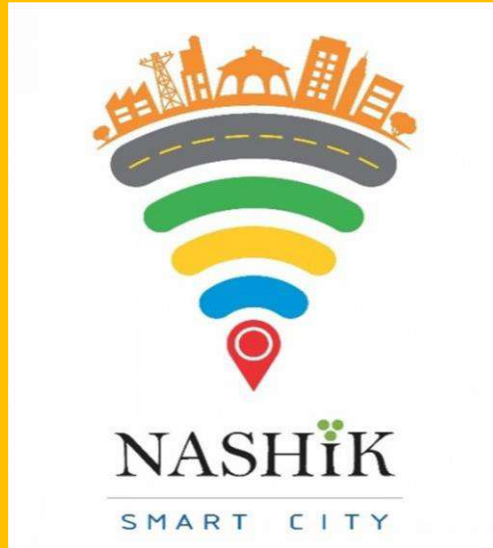
Witness 1:

Witness 2:

Notes:

- a. *The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*





**Request for Proposal (RFP)  
For  
Selection of Implementation Agency  
for Supply, Laying, Installation,  
Testing and Commissioning of Nashik  
& Trimbakeshwar City Network  
Backbone along with providing  
Operations & Maintenance Services**

**VOLUME II - Scope of Work and  
Requirement Specifications**

**Tender Ref Number- NMSCDCL/51/2025-26  
Date: July 30, 2025**

**Nashik Municipal Smart City Development  
Corporation Limited (NMSCDCL)**

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## Disclaimer

- i. This Request for Proposal ("RFP") is issued by Nashik Municipal Smart City Development Corporation Ltd (NMSCDCL).
- ii. The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the NMSCDCL (the NMSCDCL) or any of its employees or advisors, is provided to Bidders, on the terms and conditions set out in this RFP.
- iii. This RFP is not a Contract and is neither an offer nor invitation by the NMSCDCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals in pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the NMSCDCL, in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the NMSCDCL, its employees or advisors to consider the objectives, technical expertise and particular needs of each party, who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- iv. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NMSCDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The NMSCDCL, its employees and advisors make no representation or warrants and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- v. The NMSCDCL also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any bidder upon the statements contained in this RFP.
- vi. The NMSCDCL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the NMSCDCL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for this project and the NMSCDCL reserves the right to reject all or any of the proposals, without assigning any reason whatsoever.
- vii. NMSCDCL or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Successful Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.
- viii. The RFP Document does not address concerns relating to diverse investment objectives, financial situation and particular needs of each party. The RFP Document is not intended to provide the basis for any investment decision and each Bidder must make its / their own independent assessment in respect of various aspects of the techno-economic feasibilities of the Project. No person has been authorized by NMSCDCL to give any information or to make any representation not contained in the RFP Document.
- ix. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation and expenses associated with any demonstrations or presentations which may be required by the NMSCDCL or any other costs incurred in connection with

or relating to its Proposal. All such costs and expenses shall remain with the Bidder and the NMSCDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder, in preparation for submission of the Proposal, regardless of the conduct or outcome of the selection process.

## 1. Introduction

Information and Communication Technology (ICT) has changed the evolution of cities; the notion of “growing” cities is being replaced with the idea of making a city “Smart”. ICT has forced the think tank and compelling planners of the cities to not only consider the physical planning of a city but to also consider ICT enablement to make the economy, environment, mobility and governance more efficient and effective.

To build on these advances, innovative governments continue to seek new ways of maximizing business value; NMSCDCL is keen to take up initiatives in transforming Nashik into a Smart City by embedding smart devices, sensors and actuators within physical space and infrastructure of the city. This offers real-time data management, alerts, and information processing for the city administration and thus allows city planners to develop other innovative ecosystems in line with its people through technology.

The city administration is implementing all the identified ICT-led Smart City initiatives through its city level SPV i.e. Nashik Municipal Smart City Development Corporation Ltd (NMSCDCL). Fibre connectivity plays a crucial role in connecting services and integrating them onto a single platform.

### 1.1 Project Background

Considering critical network design parameters, such as secure, reliable, scalable, manageable, interoperable, capable and resilient, it is proposed that a secured optical fibre network backbone-based service delivery network shall be established across the city.

The network backbone is expected to provide a converged network, bringing together different city management vertical solutions on a common network infrastructure for Nashik and Trambak. The converged network shall facilitate information exchange between resources and applications across different domains. It will be an end-to-end open platform enabling services across the city.

An overarching OFC-based network is being planned as part of Nashik-Trimbakeshwar Kumbh 2027, which forms the backbone for all the envisaged applications. The network architecture being proposed, will comply with the best practices and industry standards to ensure high availability, scalability, manageability and security for the information, services and solutions being managed on the network.

The designed network shall provide uninterrupted services across the Nashik and Trambak connecting seamlessly with various stakeholders. With the capability to handle high bandwidth applications with low latency, the network forms the pivot for ICT based Smart City interventions in Nashik and Trambak city.

The various locations to be connected via fibre network are, but not limited to, Nashik Municipal Smart City Development Corporation Ltd, Police Stations/ Viewing Centres, Control & Command Centre (CCC), government hospitals and other city administrations' important buildings, field locations, traffic junctions etc. Optical Fibre shall be laid primarily along the road network comprising main city roads and street roads for both Nashik & Trambak

Nashik and Trambak City envisages establishing a strong network backbone for seamless experience for the forthcoming various Surveillance and other IT related projects in terms of improved quality, safety, security, and convenience to its residents. As a part Kumbh related IT project's broader vision, to continuously evolving to offer better services to pilgrims by harnessing the use of the best technology.

Technology will have a very crucial role in the implementation of Kumbh Mela IT initiatives across the city of Nashik and Trimbakeshwar. A reliable, high speed and scalable network will form the foundation on which the future IT initiatives shall be designed and built.

Since network will play a major role in the future initiatives the Kumbh Mela Authority has decided to create a City Wide Network Backbone Infrastructure which will be the backbone for implementation of Kumbh Mela initiatives across city of Nashik and Trimbakeshwar.

The provisioned network backbone infrastructure shall be designed in a manner which shall be capable to carry all the key IP services that shall be implemented in due course under Kumbh Mela initiatives. The Kumbh Mela Authority has decided to implement a dedicated and secure fibre network backbone to be established across Nashik and Trimbakeshwar City.

The expected benefits to be derived from city network backbone are:

- a) **Connectivity** – Network that interconnects citizens, government, business and communities
- b) **Efficient Management** – Network that allow better management and control to offer richer application experiences
- c) **Secure, Private and Resilient** – Network built considering security standards and best practices with stability in bandwidth provisioning and resilient
- d) **Reliable** – Network that is capable to deliver the envisaged bandwidth and related services
- e) **Scalable** – A network that can scale up to cater all the required bandwidth for deployment of future initiatives

The network backbone is expected to help the IT initiated projects under Kumbh Mela to build a converged network, bringing together different city management vertical solutions on a single foundational network infrastructure. The converged network shall facilitate information exchange between resources and applications across different domains. It is proposed to be an end-to-end platform enabling delivery of varied services for the pilgrims. Key objectives envisaged are to provide:

- IP connectivity that shall enable the citizens and pilgrims to avail varied services under Kumbh Mela city initiatives
- Wired and wireless, scalable, and highly secure network platform
- Data management framework to help enable data collection, organization, and sharing
- Adoption and usage of distributed compute and storage services, location services, and security services

This Fiber Backbone Infrastructure is an important aspect of the Kumbh Mela It projects initiative that shall enable the delivery of all the key and important services to be made available to its citizens with seamless access.

Network backbone infrastructure shall comprise of Dark Fibre, setting of various Point of Presence (PoPs), Core, Aggregation and Access locations that shall be established across the city. The fibre shall be further utilized to cover all Access locations for services to be as and when required.

Under this project, the agency has to supply, install, test, establish and maintain the fibre network as per requirement and establishing connectivity of the upcoming field devices at various junctions which with the centralized command and control centre.

Nashik Municipal Smart City Development Corporation Ltd (NMSCDCL) intends to appoint IA for Supply (Design & Develop), Installation, Testing, Commissioning and to provide Operation & Maintenance Services, for a period of 2 years from the date of solution Go Live, for the below mentioned components:

- City Network Backbone (Optical Fibre Cabling)
- Network Monitoring & Operations Management Platform

NMSCDCL planned to implement its ICT led Smart City Initiatives through various RFP packages, as mentioned below:

- RFP 1 – Selection of Implementing Agency for Supply, Laying Installation, Testing and Commissioning of Nashik and Trimbakeshwar City Network Backbone
- RFP 2 - SITC and O&M for remaining ICT led Smart City Initiatives (IT Infrastructure & systems) along with active equipment (field as well as centralised) for CCTV System and other smart elements.

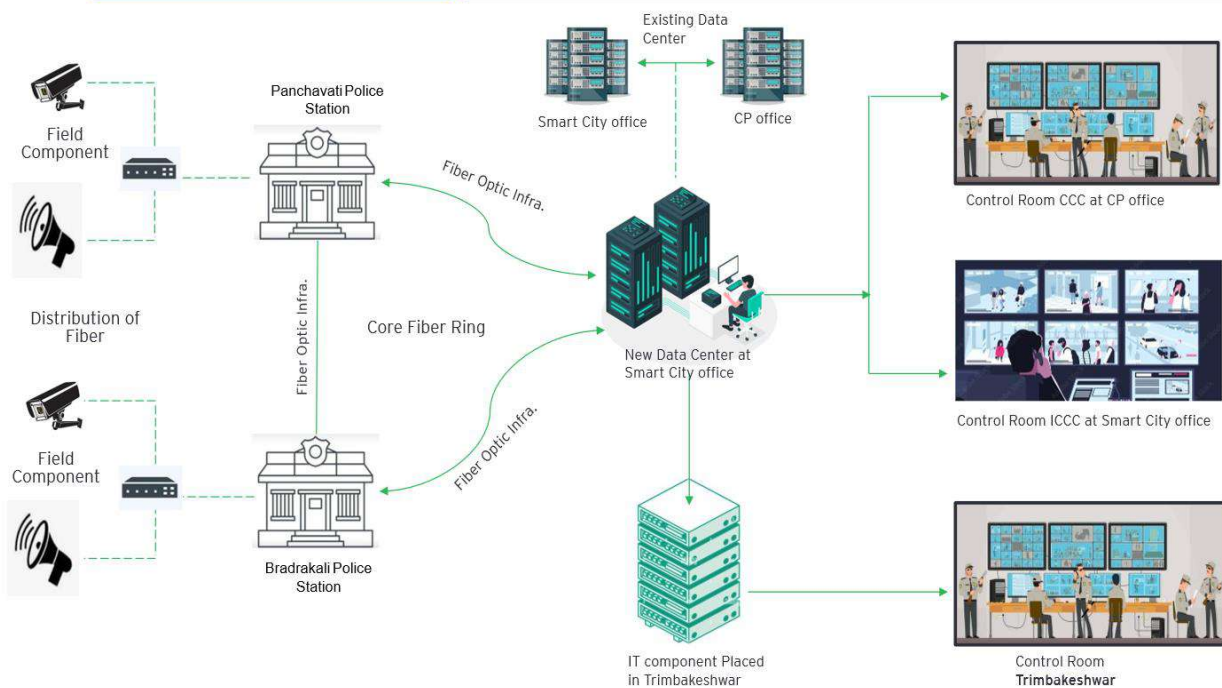
## **1.2 Benefits Envisaged**

An optical fibre backbone in the initial phase will support the inclusion of almost all digital assets onto a common platform, which will ensure confluence of data from multiple sources, applications, sensors, objects and people. The establishment of this project will provide high quality, reliable, cost effective and sustainable network to the city administration. The network will be the provider of seamless connectivity solution for all surveillance systems. The provisioning of this network backbone will ensure connectivity to the data centres and control rooms with scalable capacities to allow for expansion in the future. In the long run, the network will also act as a source of opportunities for generating revenue. This project will have multifield benefits across the government departments and the effect will be felt by citizens.

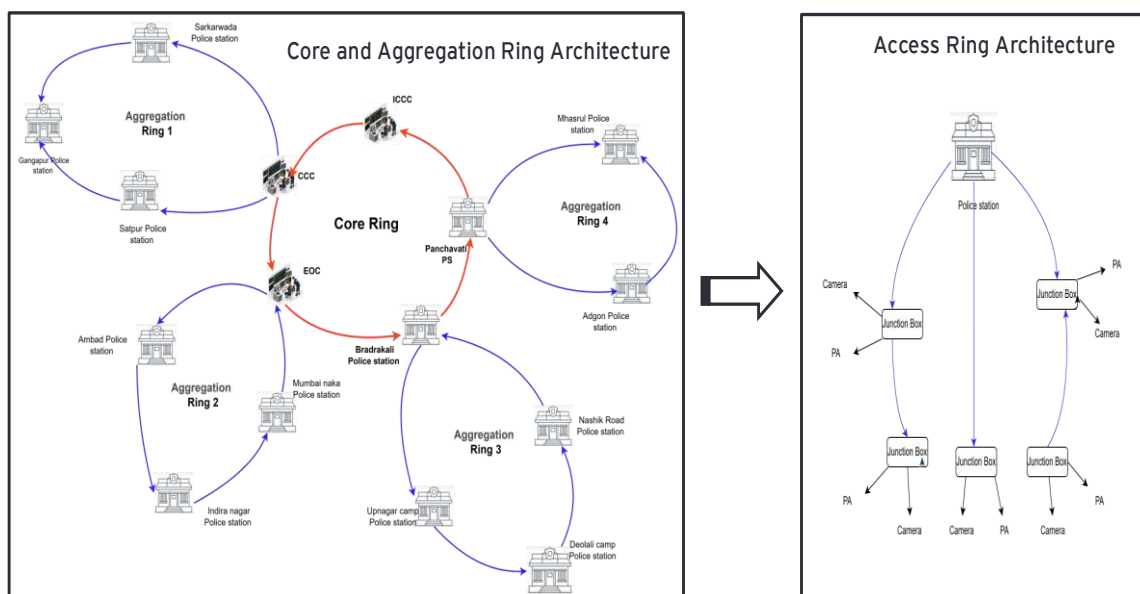


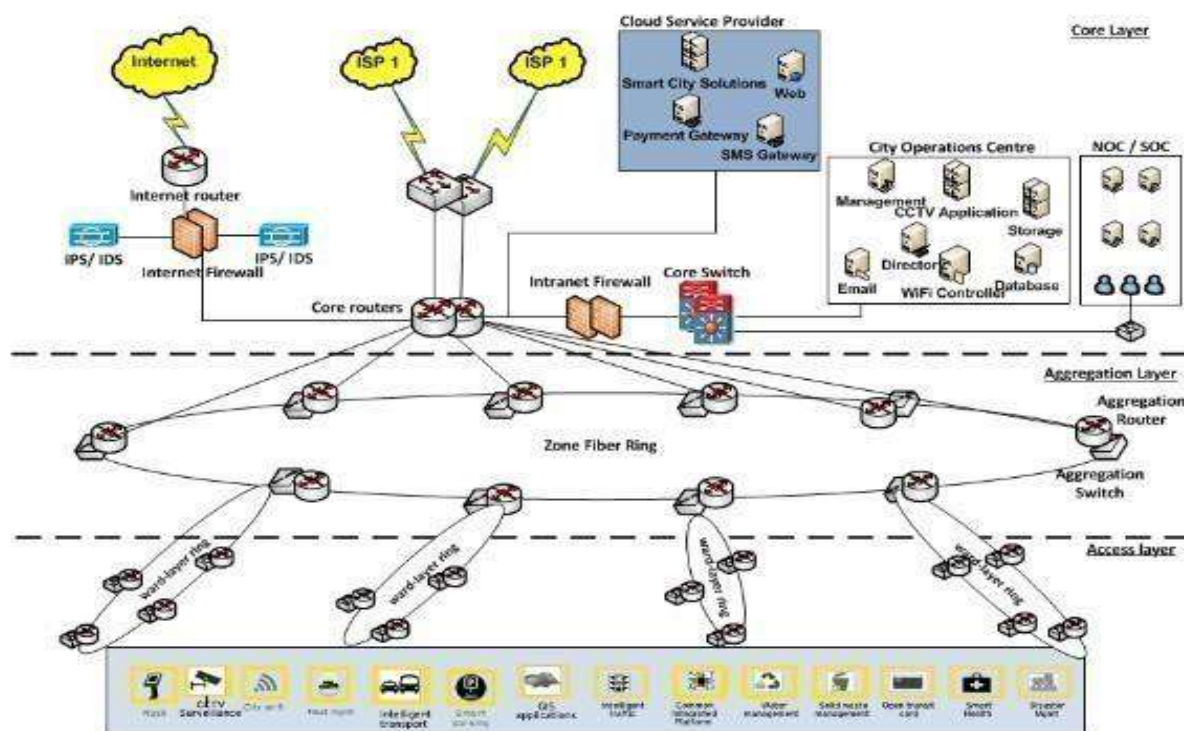
## 2. Indicative Solution Architecture

### 2.1 Indicative Deployment Architecture



### 2.2 Core, Aggregation and Access Indicative Architecture





The above diagram illustrates FIBER OPTIC NETWORK topology comprising of a backbone / Core and aggregation design along with the access layers in ring topology. The network described in this RFP is illustrative in nature as far as active component is concerned and bidders are free to suggest their network design. Bidders will implement passive fibre network as per the scope defined in this RFP. Above are the indicative design considerations for Fiber Optic Network which shall be followed while designing the network

### 2.3 Core Layer

The Core backbone ring topology shall meet the following minimum requirements:

- The Core backbone ring topology shall be constructed using 96 Core armoured Single mode Optical Fiber Cables (OFC).
- The Core layer shall have 4 numbers of 40 mm High Density Polyethylene (HDPE) pipes and 2 (two) numbers of dwc/ GI pipe of 100 mm.
- The Core architecture shall be formed in full ring topology to handle single point of failures
- The proposed ring architecture shall ensure high availability and faster convergence for service continuity.
- The Core layer shall have chamber at approx. 200 meters and shall have OFC joint splice closure at approx. 300 – 500 meters.
- Additional chambers to be constructed wherever there is a road crossing or at sharp turns.
- A loop of 20 meters of OFC shall be left in every Hand Hole/ Manhole.

### 2.4 Aggregation Layer

- The aggregation layer comprising of ring topology will be connected to 2 different POP locations. Each POP location will have one end of multiple access rings getting terminated from both directions.

- The Aggregation ring shall be constructed using a 96 Core armoured Single mode Optical Fiber Cables (OFC).
- It shall have 4 numbers of 40mm High Density Polyethylene (HDPE) pipes and 2 (two) numbers of dwc/ GI pipe of 100 mm. .
- The aggregation architecture shall be formed using ring topology.
- Different physical aggregation rings will utilize different fibre tubes of Core layer to reach to 2 PoPs.
- The distance between two Hand Holes/RCC Chamber should not exceed 200 meters.
- A loop of 20 meters of OFC shall be left in every Hand Hole/ Manhole.

## **2.5 Access Layer**

96 core armoured cable will be laid separately in a duct for last mile connectivity at all locations to be connected on either Core or Access layer fibre. Last mile connectivity will be implemented in ring for all locations.

- The access layer shall be constructed using 96 Core armoured Single mode Optical Fiber Cables (OFC).
- The access layer shall have 4 numbers of 40 mm High Density Polyethylene (HDPE) pipes and 2 (two) numbers of dwc/ GI pipe of 100 mm. .
- The proposed ring architecture shall ensure high availability and faster convergence for service continuity.
- Additional chambers to be constructed wherever there is a road crossing or at sharp turns.
- A loop of 20 meters of OFC shall be left in every Hand Hole/ Manhole/ Last mile drop.

### 3. Scope of Work

#### Brief Scope of Work:

- IA shall be responsible for provisioning required network infrastructure and/or systems, along with coordination with other agencies for the end to end laying of fibre and establishing redundant network.
- IA shall exercise due care that soil from trenching intended to be loose for back filling is not mixed with loose debris. While trenching, IA should not cause damage to any underground installations belonging to others agencies and any damage caused should be made good at his own cost and expense.
- Optical Fibre Cable to be laid through HDPE/PLB HDPE Pipes buried at a nominal depth of 165 cms.
- Laying of HDPE/PLB HDPE pipes/coils coupled by HDPE/PLB HDPE sockets in excavated trenches, on bridges and culverts, drawing of 6 mm Polypropylene Para rope (P.P. rope) through the HDPE/PLB HDPE pipes/coils as per Construction Specifications and Sealing of HDPE/PLB HDPE pipe ends at every manhole by HDPE/PLB HDPE end caps of suitable size.
- Fixing of GI pipes with clamps at culvert /bridges and/or chambering or concreting of GI pipes/through, wherever necessary
- Backfilling, Removal & Cleaning of spillover/spread over/extra debris
- After backfilling of soft soil, a roller or hand compactor to be used to level and smooth the surface
- Mandatory Reinstatement and restoration of the excavated trenches according to the construction specification (in case of Tar/Concrete/Murum trenching)
- IA shall ensure procurement of 4 HDPE duct of 40 mm OD of different colours for ease of maintenance and recognition during maintenance phase. IA to ensure fibre to be blown in only one colour of HDPE duct across the entire route length of network infrastructure.
- Constructing & Opening of manholes for ensuring smooth passage for pulling the cable in any of the 4 HDPE duct. Pulling of Optical Fibre Cable with proper tools and accessories as per construction specifications. Sealing of both ends of the manholes by a hard rubber bush of suitable size to avoid entry of rodents into the HDPE/PLB HDPE pipes, putting split HDPE/PLB HDPE pipes with proper fixtures over the cable in the manhole to protect the bare cable during pulling the manhole. Backfilling and dressing of manholes.
- The IA shall be responsible for all necessary arrangements to remove or pump out water from trench. The IA should survey the soil condition encountering the section and make his own assessment about dewatering arrangements that may be necessary. No extra payment shall be admissible for this and the tendered rate may take care of this aspect.
- Optical Fibre Cables should be pulled through Permanently Lubricated HDPE Duct of 40 mm size conforming to the specifications as per TEC GR No. TEC/GR/TX/CDS-008/03 / MAR-11 or subsequent Amendments.
- Cable sealing Plug shall be used to seal the end of the ducts perfectly, after the OF cable is pulled in the duct. For pulling the cable through the ducts, it is necessary to provide manholes at that location and also at bends and corners wherever required. The ends of the PLB HDPE ducts/coils are closed with Cable sealing Plugs. The End Plugs used should be suitable for closing PLB HDPE ducts/coils. The Cable sealing plug shall confirm to TEC GR No. TEC/GR/TX/CDS- 008/03/MAR-11 or subsequent Amendments.
- Push Fit couplers shall be used for coupling PLB HDPE ducts/coils.
- The IA shall be responsible for coordinating with the upcoming CCTV IA and other IA 's to establish connectivity from the fibre termination point to the junction box of the smart solution. This involves ensuring seamless connectivity, effective coordination, and timely completion of the task. Any non-compliance resulting in delays, shall lead to appropriate action at the discretion of NMSCDCL.
- IA shall provision for warehouse services for the storage of all the project related infrastructure and accessories at its own cost.

- IA shall be responsible for obtaining all permits, RoW and approvals from various agencies/departments, necessary for installation of site infra at various locations under this project. NMSCDCL shall assist IA in obtaining the desired approvals.
- NMSCDCL shall support the bidder towards getting the waive-off for Right of Way (RoW) charges applicable under this project to the IA for undertaking laying of duct & fibre blowing while ensuring backfilling and restoration/ reinstatement of the trench/pit as per the norms and to the satisfaction of the concerned agency/department/approving authority, limited to the approved Network Route Plan. The IA is responsible for paying any required Right of Way (ROW) fees (if applicable).
- Prior to commencing any excavation activities—including duct laying, fibre blowing, and manhole/handhole construction—the Implementation Agency shall notify all concerned authorities and provide the network route plan to secure all required No Objection Certificates (NOCs) or permissions
- IA shall deploy sufficient manpower for multiple team to perform multiple activities onsite, in order to operate respective systems at NMSCDCL during the contract period, for which there shall be at least one qualified resource for each of the solution along with a Project Manager.
- The Implementation Agency shall deploy manpower with the requisite skill sets to effectively address and resolve on-site challenges within the prescribed timeframes. This shall include, but not be limited to, the restoration of mechanical damages (e.g., pipeline disruptions and related infrastructure), electrical faults, plumbing issues, and other site-related damages that may arise during the execution and O&M of the project.

### **3.1. City Network Backbone Scope of Work**

The selected IA shall be responsible for Procurement, Supply, Installation, Testing and Establishment of OFC based City Network Backbone (Passive Infra only and Network Monitoring & Operations Management Platform) along with 2 (two) years of Operations & Maintenance Support, from the date of Go Live.

### **3.2. Detailed Route Survey**

Fibre backbone infrastructure is an important component of the entire city initiative that shall enable the delivery of all the key and important services to be made available to its citizen centric services with seamless communication. Network backbone infrastructure shall comprise of trenching, ducting laying of ducts & blowing of fibre, restoration, reinstatement and setting of various point of presence (Pop) / access point that shall be established under Nashik and Trimbakeshwar city.

Preliminary detailed site survey shall be carried out by the IA for finalizing the route of Optical Fibre Cable basis indicative Network Architecture/ indicative list of locations mentioned in the RFP At the end of the survey, IA shall estimate the network route length to be executed via Horizontal Directional Drilling (HDD), to the best possible extent, and Open Trench Technique basis the site feasibility as applicable.

This component of the project would involve detailed field survey of all locations designing / mapping of the Optical Fiber Network on KMZ file Nominal design of network would be prepared on using different layers. Changes proposed during survey, execution and maintenance post hand over will also be updated and made available to the authority for end-to-end visibility of network. All important information like no. of ducts, type of fibre, no. of healthy fibre cores, location of chambers, manholes along with location information will be maintained in attributes of different layers in GIS (kmz file). The Implementation Agency (IA) shall prepare and submit comprehensive As-Built Drawings for the entire executed route to NMSCDCL.

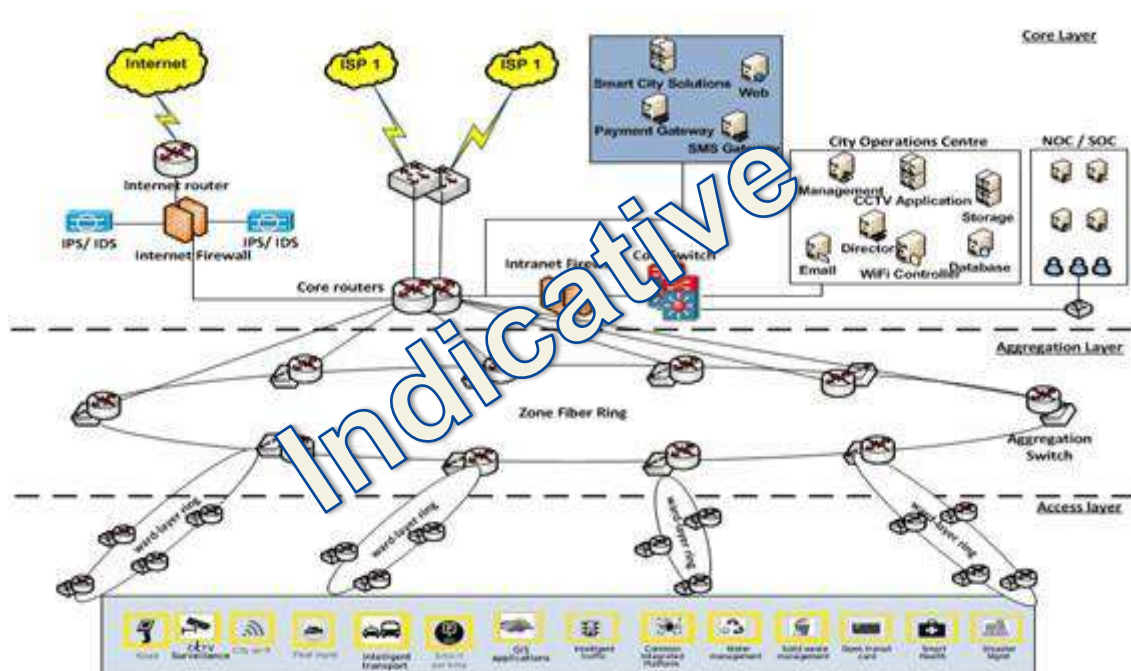
Following activities shall constitute this survey, but not limited to:

- Selecting the optimal route in general
- Deciding the number of drop and insert locations, chamber, route market, enclosure, LIU's etc.
- Assessing the length of fibre cable, duct, GI Pipe, HDPE, DWC and existing utilities (ducts/ chamber) to be used for fibre blowing
- Capturing the coordinates of the drop, insert locations and chambers.
- Finalizing the circuit distribution for the locations to be connected in ring/ linear with authority.
- Assessing the challenges/ issues such as type of soil, long cuttings, new embankments, waterlogged areas, major bridges, major yards, culverts etc.
- Collecting details of the existing facilities like telecommunication, utilities, water etc. and the additional requirements
- Assessing the number of road crossings and other protective works required to be done
- Capturing the areas where underground Fibre laying may not be feasible.
- Capturing the availability and coordinated of patches wherever UG Fibre laying may not be feasible.
- During the site survey exercise, details should be captured while keeping below points into consideration:
  - Avoiding laying of cable too close to a newly built road
  - Avoiding the toe of the embankment adjacent to the cultivated fields
  - Avoiding burrow pits and areas prone to water logging
  - Avoiding heavily fertilized soils containing acids, electrolytes and decomposable organic materials promoting bacterial activity
  - Avoiding proximity to chemical, paper and such other industries which discharge chemically active affluent
  - Avoiding large rock cuttings, routes of existing cables and areas difficult to approach
  - Avoid built up areas including those areas where building, etc. are likely to come up in future
  - Determining composition of the soil which may result in corrosion, etc. on the cable for which special protection for the cable shall be required
  - Working out requirement of transport vehicles like jeeps, lorries, motor trolleys, etc. for execution of the work
  - Avoiding side of the alignment which is likely to be affected due to addition/alteration of earth work/supply structures
  - Avoiding underground structures, signalling cables, power cables, pipelines, other utilities etc.

- Avoiding laying of cable on the side of the drains in built up areas which are generally difficult to lay
- Taking the cable route preferably through the bed of small culverts where water does not accumulate instead of taking it over the culverts
- Avoiding termites/rodents infected areas

### 3.3. Network Design Preparation

The Implementing Agency (IA) shall be responsible for the preparation of City Network Backbone layout/architecture, basis on the below mentioned indicative three-tiered architecture which is based on the Ring Topology to ensure redundancy at each node level with dual parenting and get the same approved by the NMSCDCL. The IA is also required to propose the Network Architecture as part of its technical bid.



The envisaged layers of the City Network Backbone are:

- Core Layer:** The Core layer forms the backbone; comprising of network Point of Presence (PoP) at all the NMC/ NMSCDCL Viewing Centre/ Police Stations, Command Control Centre and NMC/NMSCDCL Head Office and the same shall be applicable for Trimbakeshwar City basis the network feasibility report. This layer shall enable all systems planned to be hosted at Command Control Centre to be accessed over the backbone. Core layer shall form the point of aggregation for all the traffic coming from the respective Aggregation Layer and beyond.
- Aggregation Layer:** The aggregation layer is envisaged to have network PoPs at Nashik and Trimbakeshwar Police Stations/ Viewing Centres. The traffic coming from respective service/field locations shall get aggregated at the Aggregation Layer PoP. The aggregation layer shall further connect to the Core layer for forwarding the traffic to the Core layer. All the Aggregation layer PoPs in the respective Police Stations/ Viewing Centres shall form individual rings to establish redundancy.



- C. **Services / Access Layer:** The Service/ Access layer shall be formed at various locations within the Police Stations/ Viewing Centres of Nashik and Trimbakeshwar. The service layer shall enable the smart city solutions such as City Surveillance and other ICT-IOT enables solutions, to connect to the network backbone. The aggregation switch of the respective smart city solution shall connect on the Service / Access layer devices to connect to the network backbone.

Various locations for deployment of above layers are:

#	Item	Deployment location
1	Core Layer	Data centre Integrated Command Control Centre of Nashik and Trimbak
2	Aggregation Layer	TCCC-Trimbak Command Control Center/Viewing Centres /Police Stations, Emergency Operation Center (EOC)
4	Service/Access Layer	The services layer is considered to be the edge locations/area where the ICT/ IOT solutions shall be deployed

### 3.4. Procure, Supply, Installation and establishment of both City Network along with requisite accessories

- Procure & Supply all the passive components and accessories required for laying of ducts and blowing of fibre including but not limited to duct pipes, jointers, couplers, fibre cable, splicer, jointer etc.
- All fittings, accessories and associated works for proper and safe installation of fibre assets to be taken into consideration by the IA.
- IA shall be responsible for laying of 4 ducts in Nashik City and Trimbakeshwar City, on the approved network route and design, using Horizontal Directional Drilling (HDD), wherever possible, and Open Trenching (OT) Technique basis on site feasibility as applicable. Optical Fibre of 96 core is proposed at the Core & Aggregation Layer and Service/Access layer in one of the ducts.
- HDPE Ducts and Optical Fibre shall be laid primarily along the roads and footpaths and close coordination will have to be done with concerned department for getting permission and deciding execution methodology
- Laying, jointing, live line installation, testing and commissioning of all optical fibre and its accessories
- The estimated fibre optic cable length requirements are indicated in the Bill of Material (BoM)
- For the purpose of payment of civil works related to laying of Duct/OFC, the length of the trench shall be used and not the length of the OFC laid or the ducts laid.

### 3.5. Pre Requisite for Laying of City Network

Responsibilities of the Implementing Agency (IA) for Project Execution

- A detailed plan outlining the list of equipment, number of field personnel, and number of HDD machines to be deployed shall be prepared to ensure adherence to project timelines. This plan shall be shared with the NMSCDCL and concerned authorities.



- All trenching, ducting, restoration, reinstatement, and testing activities related to civil works shall be carried out in accordance with the policies laid down by NMC/NMSCDCL.
- All applicable guidelines issued by the concerned authorities shall be reviewed and strictly followed during the execution of the work.
- HDPE ducts and OFC cables shall be laid underground, either through Horizontal Directional Drilling (HDD) or Open Trenching. HDD shall be used to the maximum extent possible. Aerial cabling is not permitted under the project unless specifically approved by the NMSCDCL under exceptional circumstances.
- Existing duct/pipe infrastructure owned by Nashik and Trimbakeshwar City shall be utilized wherever available, subject to approval by the NMSCDCL, to minimize excavation efforts. KML File of existing duct/owned cable route will be provided to the selected bidder during implementation period.
- Chambers, manholes, hand holes, and other related infrastructure shall be constructed as per the specific requirements at the site.
- All necessary land permits, NOCs, land lease rights, or any other licenses required for laying the city network and establishing Points of Presence (PoPs) shall be obtained accordingly.

### **3.6. Guiding Principles for Laying of 40 mm HDPE Pipes**

#### **Execution Guidelines and Technical Norms for Implementing Agency (IA)**

- A total of four 40 mm HDPE pipes shall be laid as per the approved survey designs and designated network routes.
- Recoiling of 40 mm HDPE pipes shall be carried out using mechanical de-coilers.
- Care must be taken to maintain the minimum bending radius of both the pipe and the fibre optic cable along the entire network route.
- Trial pits shall be made at every 100-meter interval to identify the position of existing underground utilities. Based on the findings, the alignment of HDD/Open Trench shall be adjusted accordingly.
- Precautions shall be observed during excavation to prevent any damage to existing underground utilities. This includes obtaining as-built drawings of utilities, analyzing survey data, and conducting on-site visual inspections. In the event of any damage, the responsibility lies with the agency to repair it at the earliest and at its own cost, while indemnifying the Owner/Employer against such incidents.
- Coordination with current utility owners is essential before initiating excavation. If necessary, their representatives shall be present during the process.
- Proper barricading and signage boards shall be installed in accordance with the requirements of the concerned government authorities to ensure public safety and prevent chaos or accidents.
- End plugs shall be used to seal pipe openings and prevent ingress of mud, water, or dust.
- 40 mm HDPE couplers shall be used for joining sections of 40 mm HDPE pipes.
- Duct spacers shall be installed to ensure that the ducts do not intersect or collapse within the trench.
- Continuity of the 40 mm HDPE pipes shall be verified through Duct Integrity Testing (DIT) for all ducts.
- Colour coding of the 40 mm HDPE pipes shall be done in accordance with Electronic Industries Association and Telecommunications Industries Association (EIA/TIA) standards.
- In the event of any deviations in trench depth, the following specified norms shall be strictly followed.

No.	Depth of Trench	Recommended Protection for HDPE Duct
1.	1500 mm to 1650 mm	No protection required
2.	1000 mm to 1500 mm	100 mm DWC pipe
3.	500mm to 1000mm	100 mm GI pipe with 150 mm PCC
4.	Less than 500 mm from above surface of road	300mm x 300mm concrete box culvert to be constructed, at the edge and 100 mm GI shall be laid through the box culvert, 40 mm HDPE pipes to be passed through the same.

### 3.7. Laying of 40 mm HDPE Pipes using Horizontal Directional Drilling (HDD)

#### Horizontal Directional Drilling Equipment

- The Horizontal directional drilling equipment shall consist of a horizontal directional drilling machine of sufficient capacity to perform the bore and pullback the specified number of 40 mm HDPE pipes, a drilling fluid to successfully complete the bore, a guidance system to accurately guide boring operations, a truck of sufficient capacity to handle the drilling fluid volume and all other equipment required to complete the installation.
- HDD machine shall have a system to monitor and record maximum pull-back pressure during pull-back operations.
- There shall be a system to detect electrical current from the drilling string and an audible alarm which automatically sounds when an electrical current is detected.

#### Guidance System

- A magnetic guidance system (MGS) grade beacon or proven gyroscopic system shall be used to provide a continuous and accurate determination of the location of the drill head during the drilling operation.
- The directional drilling guidance system shall have the capability of measuring vertical and horizontal positions and roll.
- The system shall obtain an accuracy range within five (5) centimetres of the actual position of the drilling head. It shall enable the driller to guide the drill head by providing immediate information of horizontal and vertical inclination on the tool face.
- The IA shall submit the reports and graph obtained from the guidance system specifying the depth and path of HDD bore as part of acceptance testing.

#### Drilling Fluid System

- The Drilling Fluid System shall be compliant to the requirements of concerned government authorities.
- Mixing System: A self-contained, closed, drilling fluid mixing system shall be of sufficient size to mix and deliver boring fluid composed of bentonite clay, potable water and appropriate additives.
- Drilling Fluid: Suitable drilling fluid shall be used based on existing soil conditions. The IA shall fully determine the soil conditions prior to fluid and additive selection.
- Delivery System: The drilling fluid pumping system shall have a capacity to provide an adequate flow rate and pressure to facilitate the HDD operation. Used drilling fluid and drilling fluid spilled during drilling operations shall be contained and conveyed to the drilling fluid recycling system as per set norms of

concerned government authority. Precautionary arrangements to be done to prevent spills into the surrounding environment.

- Drilling Fluid Recycling System: The IA shall abide by recycling of drilling fluid and disposal guidelines of concerned Government authorities. Environmental guidelines of concerned Government authorities to be adhered while disposing any debris and drilling fluid.

### **Execution Methodology**

- The IA shall fully train all personnel in safety norms as prescribed by concerned Government authorities.
- The IA shall ensure that the bore path alignment shall be as per Survey Drawing approved by the concerned government authorities.
- The IA shall coordinate with all utility owners with underground utilities in the work area before starting of the work.
- Once the utilities have been located, IA shall physically identify the exact location of the utilities by taking test pits of minimum width of 2 meters across the drill path, in order to determine the actual location and path of any underground utilities. IA shall not commence boring operations until the location of all underground utilities within the work area have been verified.
- The IA shall use barricading and signage as per requirements of concerned Government authority pertaining to specific roads.
- The IA shall ream bore hole to a minimum of 125% diameter of the outside diameter of specified number of HDPE pipes tied together, using the appropriate tools upon successful completion of pilot bore.
- The IA shall not apply pressure more than the maximum safe pipe pull pressure at any time.
- The IA shall-demobilize equipment and restore the work-site to original condition as per the guidelines of concerned authorities.
- The IA shall test the continuity of 40 mm HDPE pipes as per the Duct Integrity test for all ducts.
- The IA shall construct a Hand Hole at each entry and exit pit. The IA shall carry on work in both directions from each pit such that the pit serves as entry pit for one HDD bore and exit for other HDD bore.
- The IA shall be completely responsible for damages, if any, to other utility during the work and shall resolve all disputes including rectification and reimbursement of the damages.
- The IA shall do necessary co-ordination with other utility companies prior to the excavation work.

### **3.8. Laying of 40 mm HDPE Pipes using Open Trenching Technique**

- The IA shall lay 40 mm HDPE pipe in a flat bottom trench free from stones and sharp edged debris. Wherever stones or sharp-edged debris exist, sand bedding of 40 mm thickness shall be prepared on which the 40 mm HDPE pipes shall be laid.
- The IA shall be responsible for shoring and strutting the walls of the trench on either side of the trench as per the guidelines of concerned Government authorities.

### **3.9. Guiding Principles for Fibre Blowing**

- It is proposed to blow 96 core OFC cable in the Core & Aggregation Layer and 96 core OFC cable in the Service/Access layer.
- The IA shall place route marker as per given alignment & maintaining offset distance from road centre, co-locating with each manhole and at every location where the route changes direction as per norms set by concerned government authorities.
- The IA shall use barricading and signage board as per requirements of concerned government authority in order to avoid any chaos and accidents to the general public.
- The IA shall install the OFC inside the 40 mm HDPE pipe as per design consideration. The OFC shall be installed by compressed air blowing technique.
- The IA shall handle the Optical Fibre Cable Drums as per instructions given by the manufacturer.

- The IA shall use Duct rodder for pulling OFC from one Man/Hand Hole to another Man/Hand hole for short spans as per side requirement.
- The IA shall ensure manufacturer's guidelines for minimum bend radius and tension are followed while installing the OFC.
- The IA shall keep minimum 20m loop in each Man/Hand hole, chamber properly coiled and tied with cable ties. Aluminium cable tags with punching to be used for tagging.
- The IA shall seal both the ends of 40 mm HDPE pipe with cable sealing plugs / simplex plugs after installing OFC.

### **3.10. Guiding Principles for Hand holes**

- Holes for keeping service loops of duct shall be of suitable height as per the Project Requirements.
- All lids shall be manufactured with the markings "NASHIK AND TRIMBAKESHWAR CITY/NMSCDCL" in the logo area of the lid, in 25 mm recessed letters.
- Lid access points shall have recessed reinforced steel pull slots to allow for the removal of the cover with a hook or lever. Replace the lid if damage occurs to the pulling point.
- Bolts used on hand holes and lids shall be stainless steel, recessed hex head bolts with washer.
- The top of hand hole shall be flushed with the ground level.
- All PLB HDPE duct entries, cable entries and holes shall be properly sealed.
- Seal duct ends inside all hand holes with at least 40mm thick duct caulking after fibre is installed. Seal vacant duct with a manufacturer end plug and attach detectable pull tape.
- Hand holes shall have capabilities to absorb water as per ASTM 570 standards. They shall be provided with sump holes or open bottom for water drainage.
- No hand holes shall be installed under direct traffic load and shall be only suitable for installation at boulevards or areas where there is pedestrian movement.
- The HDPE manholes shall have following markings provided on each unit:
  - Code of product
  - Name of Manufacturer
  - Date of manufacturing
  - Named as 'NMSCDCL OFC HANDHOLE'

### **3.11. Guiding Principles for Manhole**

- The manhole cover shall be heavy duty water tight FRC type. However, for easy handling purpose, the cover shall be constructed with suitable arrangement for lifting.
- The top of manhole should be flushed with the ground level.
- The manhole shall have suitable access from cable trench and sufficient holes in all walls for PLB HDPE duct entries and exits.
- Requisite brackets along with cable hangers for placing cable and splice box inside the manhole shall be provisioned and made of junk free material.
- The Manholes shall meet the physical and chemical Requirements listed below:
- Manholes shall be equipped with a covered sump hole for drainage and shall be reasonably waterproof..
- Manholes shall have capabilities to absorb water as per ASTM standards as per current version.
- All manholes shall have grounding halo installed that wraps the manhole and is connected to the ground rod.
- No manhole shall be installed under direct traffic load and shall be only suitable for installation at boulevards or areas where there is pedestrian movement.
- The IA shall provide additional Hand Holes at Major Road crossings, Bridges and other location.
- Required excavation and backfilling for the construction of the Hand Hole shall be carried out adhering to all the requirements of concerned Government authority.

### **3.12. Splicing of OFC and Installation of Fibre Splice Joint closure**

- The IA shall ensure that the splice loss per joint shall be less than 0.01 dB/splicing joint.
- The IA shall ensure that during splicing fibre cores of 0.6 metre to 0.8 metre shall be stored in cable tray.
- The IA shall seal and install the Fibre Splice Joint closure assembly as per instructions of manufacturer.
- The IA shall carry one hour of leakage/ water penetration test on Fibre Splice Joint closures after installation.
- The IA shall attach Cable tags to all OFC which are entering the Fibre Splice Joint Closure and OFC readings shall be recorded for updating in the As-build and GIS drawings.
- The IA shall provide an As-build diagram for splicing of OFC. The diagram shall indicate the cores from all OFC with their colour coding and numbering.
- The IA shall use Mid-Span Access Buffer Tube Slitter during mid-span splicing (for last mile location connectivity) to ensure that buffer jackets of fibre tubes are cut longitudinally to access all fibres inside tube and then only required fibre cores will be cut for splicing with fibre cores of last mile cable.
- During maintenance of the network, IA shall ensure that all fibre cores are spliced at the cut location (and not only live fibre cores) during rectification process. NASHIK AND TRIMBAKESHWAR CITY / any third party as appointed may audit the health / continuity of all fibre cores at any time and IA shall have to facilitate this exercise by performing LSPM and OTDR testing in presence of the team.

### **3.13. Guiding Principles for Laying of DWC Pipes**

- The IA shall use 100 mm DWC pipe to facilitate adequate protection to 40 mm HDPE pipe and OFC within low depth areas (as specified above) as well as at rail, road, bridge and culvert crossings.
- The IA shall insert maximum 2 numbers of 40 mm HDPE pipe in one 100 mm DWC pipe.
- The IA shall use 100 mm DWC coupler to joint 100 mm DWC pipe.
- The IA shall lay 100 mm DWC pipe on levelled bed of trench.
- The IA shall ensure that the trench bed is free from sharp edge, debris, and stones.

### **3.14. Guiding Principles for Laying of 100 mm GI Pipes**

- The IA shall lay 100 mm GI pipe wherever road and culvert crossings are encountered on the route as well as in low depth areas as specified above.
- The IA shall insert 2 Nos. of 40 mm HDPE pipes through two 100 mm GI pipe.
- The IA shall clamp GI Pipe with suitable clamps where ever culvert crossing is to be done and excavation is not possible. The 40 mm HDPE Pipes shall be laid through GI Pipe.
- The IA shall build a box culvert to protect GI Pipe in case of lower depth as specified in the above.
- The IA shall extend GI pipe by at least 1 meter on each side of crossing subject to availability of space.
- The IA shall join GI pipes using GI Coupler.
- Wherever required, to protect the GI pipe from theft, suitable concreting shall be done to cover the GI pipe.

### **3.15. Backfilling and Reinstatement of Excavated Area**

- The IA shall backfill and reinstate the area to its original condition as per the guidelines issued by the concerned government authorities pertaining to specific road after completion of work.

- The IA shall dispose the surplus earth material to a suitable location as indicated by concerned Government authorities.
- The IA shall be responsible for obtaining the sign off on the reinstated area from the concerned authority; the reinstatement shall be performed to the level of quality to be accepted by the concerned authority.

### **3.16. Testing & Commissioning**

The IA shall be responsible for undertaking the following activities:

#### **3.16.1. Optical Fibre Cable Testing Methodology**

- The procedure shall comply with the ISO/IEC 14763-3 standard and to the vendor testing procedure.
- The ISO/IEC 14763 standard specifies the implementation and operation of customer premises cabling.
- The part 3 of this ISO document (14763-3) details test procedures for optical fibre cabling designed in accordance with ISO/IEC 11801:2002 and installed according to the recommendations of ISO/IEC 14763-2 (Planning and installation of customer premises cabling).
- Fibre-optic Tests applied to links and exclude equipment and work area cord.
- OF Attenuation testing is used to verify the initial performance of the installed link.
- 100 % of the installed OF links have to be tested and must pass the acceptance criteria.
- The attenuation of the link is measured using the insertion loss method. This method uses an optical source and an optical power meter to compare the difference between two optical power levels.
- When testing Single Mode optical Fibre links with a Light Source and a Power Meter, this measurement kit has to be capable of operating at 1550 nm and 1310 nm for Single Mode.
- The test scenario with a Light Source and a Power Meter shall be of the following for each link: Bidirectional testing @ 1550 nm and @ 1310 nm for single mode fibres and calculating average of both readings.
- The use of certification tool is recommended. Those tools are capable of producing a report logging the time of the test the link identification under test, the link length, the attenuation at the window tested and the acceptable link attenuation. The report shall also identify in which direction the testing was implemented.
- When testing with basic optical source and power meter, the operator will fill up a report logging the time of the test, the link identification under test, the link length and attenuation at the window tested in presence of the deputed staff/any person by NASHIK AND TRIMBAKESHWAR CITY/NMSCDCL.
- The report shall also identify in which direction the testing was implemented.
- Acceptable link attenuation to be calculated.
- The measured attenuation of the links shall have a lower value than the acceptable link attenuation calculated.
- The Test should be carried out by certified Engineer and once the report is submitted to the manufacturer, he will issue the Performance Certification which will mention minimum performance of 20 years or higher.
- The IA shall also provide bidirectional OTDR report for all fibre cores.

#### **3.16.2. HDPE Ducts Testing Methodology**

##### **Factory Testing Requirement's for HDPE Ducts:**

- Factory acceptance tests shall be conducted on randomly selected final assemblies of all equipment to be supplied. Visual inspection shall be carried out on 100% basis for all the equipment/items offered. Factory acceptance testing shall be carried out on PLB HDPE and accessories.
- From each batch PLB-HDPE duct presented by the IA for Factory acceptance testing, NMSCDCL shall select random sample (s).
- The following tests shall be carried out during Factory Acceptance Testing (FAT):

- Visual Inspection
- Dimension Check
- Hydraulic Characteristics
- Reversion Test
- Tensile Strength and Elongation Test
- Environmental Stress Crack Test
- Impact Strength Test
- Crush Resistance
- Mandrel Test
- Ovality Test
- Coil Set Test
- Internal Co-efficient of Friction
- Ash content
- Colour fading
- Optical Fibre Cable Blowing Test
- Air Pressure test on plastic coupler
- Ageing test on accessories
- Dimensional test shall be carried out on 10% sample of the respective lot.
- In case any of the selected samples fail, the failed sample is rejected and additional 20% samples shall be selected randomly and tested. In case any sample from the additional 20% also fails the entire batch may be rejected.

#### **Pipe Integrity Test**

- The IA shall perform the Duct Integrity test for all 40 mm HDPE pipes with blow compressed air at 5 Kg/Sq.cm for removing sand, mud and other foreign particles crept during laying of pipes.
- The IA shall carry out Duct integrity test with the help of medium density of sponge at pressure of 5 Kg/Sq.cm.
- The IA shall perform the Duct Integrity testing from Hand hole to Hand hole. However wherever the site conditions permit IA shall perform the Duct integrity test for several Hand holes together by coupling the 40 mm HDPE pipes within the Hand Holes.
- The IA shall carry out the Duct Integrity test before pulling/blowing of OFC.
- The IA shall seal the spare 40 mm HDPE pipes with End plugs immediately after acceptance of Duct integrity test

#### **Duct Cleaning (Sponge Test):**

- Compressed air should be blown through the duct in order to remove any dirt and water that has accumulated inside the duct with the help of suitable capacity Air Compressor.
- A short blast of air about 2-3 bar shall be blown through the duct for about 2 minutes.
- Sponge will be blown through the duct and should emerge from the other end to thoroughly clean the duct from inside.

#### **Crush and Deformity Test:**

- This test is to be done to check the integrity of the duct.
- During installation, while backfilling process there is a possibility of flattening, twisting or kinking of the duct.
- This is also possible if the duct has not been uncoiled properly and is laid improperly.
- Place the wooden shuttle in the duct. Shuttle should be 80% of inner diameter of the duct and 150 mm in length.
- Connect the Compressor pipe fitting to the duct.
- Place the flexible wire grip to the downstream end of the duct.
- Connect the air hose supply to the compressor and the equipment.

- Open the discharge valve of the compressor and blow the shuttle through the duct.
- Note: The shuttle will pass through at a very high speed and must be trapped in flexible wire grip to avoid accident and injury.

**Mandrel/Shuttle Test:**

- A mandrel/shuttle of at least 90% of the inside diameter size shall be passed through the duct to test the clear pathway of the duct.

**Pressure Testing:**

- This test is carried out to detect leakage in duct, if any. Seal one end of the duct with End Coupler and then through End Coupler with valve, feed the compressed air into the duct.
- Raise the pressure up to 5 Bar and then observe. After observing for 30 mins, pressure drop of up to a max. 0.5 Bar is permissible.
- The detection device for detecting the presence of the buried HDPE Duct shall have following features:
  - One set of Transmitter and Receiver along with suitable batteries in a portable box.
  - Capability to detect HDPE duct up to a depth of 3 meters.
  - Capability to emit peak audible signal when the HDPE duct is exactly below the receiver.
  - Capability to distinguish presence of passive metallic objects as well as current carrying metallic conductors other than the duct itself.
  - Capability to indicate the depth of the duct at which it has been buried.
  - Capability to change the Frequency of detection current to avoid possibility of mixing up with detection of another HDPE Duct in the vicinity, if any.
- It should have rugged one piece case design and sealed keypad for withstanding tough weather conditions and for superior moisture resistance.

**Impact Strength on individual duct:**

- There shall be no crack/split when 9.1kg load (Tup B) dropped from 1.5 meters. height after conditioning at 0 degree Cent. for one Hour.

**Environmental Stress Crack resistance characteristics for duct:**

- No cracking when tested with 10% LGEPAL solution, CO 0630 solution at 500C for 96 Hours.
- The Tensile strength of yield shall be at least 20N/ mm<sup>2</sup> as per ASTM F 2160, and ASTM D 638 Type IV.
- Hydraulic Characteristics - No Swelling leakage or bursting observed after 48 hours at an induced stress of 3.8 Mpa @ 800C as per IS 4984.
- Elongation at Break for both 40 mm and 20 mm duct shall be at least 500% as per ASTM F 2160, and ASTM D 638 Type IV standard.

**The product shall meet or exceed the following American Society for Testing and Materials (ASTM) Standards:**

- ASTM C 857-95: Standard Practice for Minimum Structural Design Loading for Underground Precast, Concrete Utility Structures;
- ASTM C 109: Standard Test Method for Compressive Strength of Hydraulic Cement Mortars;
- ASTM C 580: Standard Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing's, and Polymer Concrete;
- ASTM C 496: Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens;
- ASTM C 543: Standard Specification for Pressure Vessel Plates, Alloy Steel, Quenched and Tempered Nickel-Chromium-Molybdenum.
- ASTM C 1028: Standard Test Method for Determining the Static Coefficient of Friction;
- ASTM C 570: Standard Specification for Oil- and Resin-Base Caulking Compound



### **City Network Commissioning**

The IA shall be responsible for commissioning of the City Network, end to end, once all the active (electronic) components (at various levels) shall be provisioned by the NMSCDCL's appointed agency. It is the responsibility of the IA to make available OFC termination at each of the network PoPs (Police Stations/ Viewing Centres/ Field level) and assist the NMSCDCL's appointed Agency in terminating the OFC fibre threads/core at active electronics level (LIU). The IA shall have to submit a certificate of commissioning duly signed by the inspection agency appointed by the NMSCDCL, which shall test the end to end connectivity of the network in addition to certifying the length and depth of trenches, through which the cable has been laid.

*Note: All the active electronics at centre as well as at field level shall be out of scope of the IA .*

## **4. Provide Operations & Maintenance Services**

The IA shall provide the Operation & Maintenance Services for a period of 2 (Two) years from the date of Go Live of the City Network solution, which will include the following activities, but not limited to:

### **4.1. Ducts & Optical Fibre Cable**

- Routine inspection, viz. patrolling on the routes, to identify area where OFC / duct is exposed due to natural wear and tear etc.
- Faulty rectification of OFC cuts along routes.
- Replacement of OFC routes due to non-viability of transmission link.
- Ensure availability of OFC route marker along the route at regular intervals.
- Maintain proper condition of joint closure.
- Maintain condition of OFC with casing or with special arrangements near critical areas viz, major bridges, railway crossing, pipeline crossing etc.
- Visual inspection of joint closure to check ingress of water, foreign particles etc.
- Periodic measurement of the link attenuation loss to ensure that the link is free from any splice loss or point loss defects etc.
- Maintenance and update of as-built drawing, information along the OFC route.
- Maintaining history of events, analysis and reporting, public coordination with concerned authorities.
- Periodic coordination with the concerned authorities to keep abreast of any development works along the route.
- OTDR report of dark fibre shall be as on requirement
- Health status of fibre cores shall be monitored using Network Monitoring & Operations Management Platform and report shall be submitted to authority on monthly basis.
- Duct(s) blockage clearance and its health status report on yearly basis shall to be submitted to NMSCDCL. IA shall have to clear any blockages happened in ducts (if any) without any cost to NMSCDCL.

### **4.2. Fault Restoration Services**

- The IA shall deploy maintenance teams at the designated locations to ensure SLA adherence. The maintenance teams shall comprise of manpower, logistics, required tools/tackles/machinery & equipment etc.
- The Implementing Agency shall provide OFC maintenance service on round the clock basis for attending & rectifying the OFC fault in minimum downtime (including travel time) from the time of lodging the complaint to the representative of IA at their designated office. The IA shall provide all assistance

including providing manpower, transportation of men and materials etc. if required in the event of link failure due to any other reason.

- The IA shall provide conveyance facilities for maintenance, for transporting the manpower, tools/tackles, test/ measuring equipment and consumables like: OFC cable, Joint Closures, Jointing Pit, duct, couplers, etc. Suitable vehicle shall be available round the clock with each of the maintenance team. Vehicle should be in good working condition and shall not be more than five years old.
- The IA shall provide communication facilities to the maintenance teams. This shall include landline phone at office location and mobile phone to members of the maintenance teams for the purpose of contacting on an urgent need basis. The team-in-charge should have mobile phone of mobile operator whose coverage is available in the desired section, and it should always be on.
- The IA will be required to carry out maintenance activities which include identification of OFC fault/cut on ground, obtaining permission from local authorities if required, excavation of earth to expose cable, laying of required length of OFC with protection wherever required, splicing of OFC, installation of Jointing pit & back filling of pit with sand, supply and installation of cable Route Markers and Joint Markers as per specification, testing of OFC and updating of OFC as-built drawings and communicating back to the helpdesk/user of service restoration to confirm that the fault is restored.
- Optimum functionality of maintenance teams is a prime necessity to carry out day to day maintenance of OFC links. OFC and accessories spares to cater for repair of at least 10 fibre cuts shall be maintained at all times.
- IA shall take insurance for all the workmen engaged under this contract and as per labour laws applicable from time to time.
- In case of preventive maintenance, timely communication shall be made with the required stakeholders and consent of the NMSCDCL sought.

#### **4.3. Methodology for Fault Restoration/ Fibre Cuts**

- Under OFC link cut condition, the following minimum activities shall have to be taken up by the IA for its restoration for the end-to-end restoration of the network traffic/service:
- On receipt of information of fault in OFC the team stationed at the Communication Node shall move immediately for locating and rectifying fault as per the response time given below. The working fibres shall be restored first. Sufficient labour shall be engaged for speedy restoration. Adequate care shall be taken not to damage any other cable if laid in the same trench.
- For the identification of exact fault location on immediate basis, the OTDR measurement of spare fibre shall be made from the nearest telecom station/Node. For better clarity, the OTDR measurement on spare fibre shall be taken at Nodes / nearest OFC joints situated at both ends of cut and using dummy fibre spool of 1km, in case required.
- After the OTDR measurement, the as-built drawing shall be referred and the physical site of fault on ground shall be located. It may be possible that data in as- built document may not be correct for the accuracy purpose. As-built drawing shall be taken as reference only. No claim of IA will be entertained on account of this. Accordingly, locating the OFC fault, the job of excavation in all types of soil, identification of OFC, blowing of cable, construction of jointing pits, splicing of OFC, back filling of trench & jointing-pit shall be taken up as per the standard procedure. This should be incorporated in the cable

route plan also. The splicing of fibres is to be carried out in line with the installed fibre and measurements are to be taken on spare fibres. In case the active fibres are to be used, precautions are to be taken with regard to the power launched on to the fibre. Restoration of site shall be done to the entire satisfaction of designated NMSCDCL personnel.

- In case of OFC cut where it is not possible to pull the cable from either end, the IA has to make two pits/ splicing joints between the required lengths of new OFC to be laid between the two joints. The spacing of joints/ pits shall be depending up on situation at site and shall be as decided by Site Engineer. Remaining OFC has to be coiled in both the pits. Wherever new joint is provided or existing joint is attended for rectification during the maintenance period joint shall be buried to the depth of 1.2 metre from the ground level in joint chamber
- After the completion of site activities, the IA shall ensure the restoration of the traffic from NMSCDCL NOC and thereafter, fresh OTDR measurement & traces (for 1310nm, 1550nm) shall be taken for all fibres & submitted to NMSCDCL representative
- After the completion of site activities and hop test, the As-built drawing shall be updated by incorporating the new details like OFC loop used, Joint-pit location, etc. The length of loop in joint pit after fault restoration shall be incorporated in as built drawings
- Any other job required for the restoration of the OFC fault/cut in totality is to be taken up by the IA . In case the site condition is not favourable for the immediate restoration of the fault, the temporary restoration of the service fibres shall be taken up immediately with the approval of authorized representative of NMSCDCL. Permanent restoration work will not be considered in breakdown time unless there is again link break during restoration job. Permanent restoration of joint pits is to be carried out by IA within reasonable time of fault / OFC cut. In case the site is not conducive for permanent restoration some arrangement of manpower has to be done by IA for safeguarding exposed OFC till permanent restoration. No extra payment shall be given to IA on account of deployment of additional manpower In such case, further cut in that stretch will not be counted in SLA measurements.
- It is mandatory for the IA to install the jointing chambers after permanent restoration is done.
- In case of any breakdown in the OFC network, IA shall be responsible for obtaining approval from concerned authorities as required for carrying out the repair. NMSCDCL can assist in getting permission for repair in few cases where there is urgency
- Drains, pipes, cables and similar services encountered in the course of the works shall be guarded by the IA at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Owners thereof.
- Should any damage be done by the IA to any AC power mains, utility pipelines cables or lines (whether above or below ground etc.) whether or not shown on the drawings, the IA must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer-in-Charge
- IA shall observe all national and local laws, ordinances, rules and regulations and requirements pertaining to the work and shall be responsible for extra costs arising from violations of the same
- IA shall have at all times during the performance of the work, a competent supervisor. Any instruction given to such supervisor shall be considered as having been given to the IA

- The IA shall employ as many personnel as required to comply with the local rules and administrative orders governing the Working Hours of Employment. The IA shall be responsible for compliance with all statutory requirements including personnel related matters.
- The minimum down time shall include time taken in restoration of fault/ cut caused by any means like miscreant activity at day or night, due to work done by any other organization, due to development of high losses/ break at existing joints, fault caused due to rodent, ant etc.
- In case of partial damage of the cable or development of high loss in the working and spare fibre or cable cut at any time (day/night) by miscreants or by any agency, the responsibility of repairing the defective fibre lies with the IA .
- In case IA fails to completely restore (as per original condition) or submit OTDR test (power level in live equipment) records or update the As Build Diagram (ABD), to establish completion of work a penalty shall be levied for the work involved at site.
- Examination of Finished Work. When finished work is taken down for the purpose of inspection for any reason, the IA shall bear the entire expenses incidental thereto in the event that the said work is found to be defective. This situation may be applicable to both planned work as also to emergency restoration.
- During the maintenance or fault rectification work, should any damage occur to the other cables, IA is liable to pay compensation as demanded by the respective agency.

## 5. Project Implementation Timelines, Deliverables and Payment Terms

#	Milestone	Deliverables	Timelines (in months)	Payment Terms
1	Project Initiation & Site Survey	<p>Detailed Site Survey Report covering:</p> <ul style="list-style-type: none"> <li>City network route, route length, core-aggregation-access nodes, infrastructure assessment etc.</li> <li>GIS coordinates to be captured for all the sites/locations/route/ nodes etc.</li> <li>KMZ file of fibre route plan marking hard soil, soft soil, HDD, open trenching parameters, existing utilities usage etc.</li> <li>Network Architecture and Topology basis the site survey</li> </ul>	T+2 month	NIL
2	Submission of Project Plan	<ul style="list-style-type: none"> <li>Detailed Project Plan and revision thereafter</li> </ul>	T+2 month	NIL
3	Supply of duct, fibre cables, LIU along with requisite accessories	<ul style="list-style-type: none"> <li>Material Test Report /Factory/Site Inspection</li> <li>Infra &amp; Systems Delivery Report (delivery challans)</li> <li>Material Inspection Report signed by the NMC/NMSCDCL/ Concerned entity</li> </ul>	T+6 months	5% of the Contract Value on Supply of each of 20% of the approved quantities (post site survey)
4	Laying of duct network along with requisite accessories	<ul style="list-style-type: none"> <li>Site Readiness Report</li> <li>As Build Drawing (GIS mapping)</li> <li>Site Acceptance Certificate signed by the NMC/NMSCDCL/ Concerned entity</li> <li>Duct Integration Test</li> </ul>	T+12 months	5% of the Contract Value on laying of duct on each of the 20% of the approved route length (post site survey)
5	Fibre blowing along with requisite accessories	<ul style="list-style-type: none"> <li>OTDR Report</li> <li>Site Acceptance Certificate signed by the NMC/NMSCDCL/ Concerned entity</li> </ul>	T+14 months	5% of the Contract Value on blowing of fibre cable on each of the 25% of the approved route length (post site survey)
6	Testing, Commissioning & Go Live of the City Network at Active Device Level (to be institutionalise by NMSCDCL's	<ul style="list-style-type: none"> <li>SITC of Network Monitoring &amp; Operations Management Platform</li> <li>User Acceptance Testing (UAT) Certificate</li> <li>Operationalisation of City Network</li> </ul>	T+15 months (T1)	5% of the Contract Value on operationalisation of each of the 25% of the approved route length (post site survey)

#	Milestone	Deliverables	Timelines (in months)	Payment Terms
	appointed agency)			
8	Operation & Maintenance	<ul style="list-style-type: none"> <li>SLA Compliance Report</li> </ul>	T1+24 months	10 % of the Work order value in equal quarterly instalment on approval of requested documents

**Note:**

- *T is the date of issuance Work Order and T1 is the date of Go Live*
- *Due payments shall be made promptly by the NMSCDCL, generally within forty-five (45) days after submission of an invoice along with requisite document. The contractor shall not hold a work and adversely affect the project progress while the payments are being processed by NMSCDCL. NMSCDCL reserves the right to levy appropriate penalty in the event the contractor delays execution of work for want of payment. Further NMSCDCL shall not pay any interest towards delay in release of payments for reasons attributable to either of the parties.*
- *NMSCDCL shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him to be a necessary or advisable during the progress of the work, and the IA shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by NMSCDCL and such alterations should not invalidate the contract and any additional work which the IA may be directed to do in the manner above specified as part of the work shall be carried out by the IA on the same condition in all respects on which he agreed to do the main work and at the same rates as are specified in the tender of main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, such class of work shall be carried out at the sanctioned rates of the D.S.R / S.S.R / C.S.R., etc.*
- *The currency or currencies in which payments shall be made to the IA under this Contract shall be Indian Rupees (INR) only.*
- *Reference of payment to the IA on actual basis, anywhere in the RFP, shall apply to the BoQ's line items basis the respective unit cost quoted by the bidder, as part of its financial bid or as per the agreement, provided its variation is within 10-20% vis a vis published rates like DSR/MGP/City's RA etc. else for those line items published rates (DSR/MJP/City's RA etc.) shall apply for making the payment on actual basis.*
- *Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.*
- *Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations*

## 6. Service Level Agreement

### 6.1. Purpose

The purpose of Service Levels is to define the levels of service provided by the IA to the-NMSCDCL for the duration of the contract. The benefits of this are:

- Help NMSCDCL control the levels and performance of IA 's services
- Create clear requirements for measurement of the performance of the system and help in monitoring the same during the Contract duration.
- Start a process that applies to NMSCDCL and IA attention to some aspect of performance, only when that aspect drops below the threshold defined by the NMSCDCL.

The Service Levels are between the NMSCDCL and IA .

### 6.2. Service Level Agreement & Target

- The section-6.7 & 6.8 reflects the measurements to be used to track and report system's performance on a regular basis. The targets shown in that section's tables are for the period of Contract.

### 6.3. General Principles of Service Level Agreement

The Service Level agreements have been logically segregated in the following categories:

SLA shall be applicable in implementation as well as operations and maintenance phase of the project. The penalties shall be applicable on Operations & Maintenance cost of the solution component calculated quarterly. SLA would be applicable on City Network backbone.

### 6.4. Service Level Agreement

- Service Level Agreement (SLA) shall become the part of the Contract between the NMSCDCL and the IA. SLA defines the terms of IA 's responsibility in ensuring the timely delivery of the deliverables and the correctness of the deliverables based on the agreed performance indicators as detailed in this section.
- The IA shall comply with the SLAs to ensure adherence to project timelines, quality and availability of services throughout the duration of the Contract. For the purpose of the SLA, definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:
  - **"Total Time"** – Total number of hours in consideration for evaluation of SLA performance.
  - **"Downtime"** – Time period for which the specified services/components/system are not available in the concerned period, being considered for evaluation of SLA, which shall exclude downtime owing to Force Majeure and reasons beyond control of the IA .
  - **"Scheduled Maintenance Time"** – Time period for which the specified services / components / system with specified technical and service standards are not available due to scheduled maintenance activity. The IA shall take at least 15 days prior approval from the Client for any



such activity. The scheduled maintenance shall be carried out during nonpeak- hours and shall not exceed more than four (4) hours and not more than four (4) times in a year.

- **“Uptime”** – Time period for which the specified services are available in the period being considered for evaluation of SLA.
- **Uptime (%)** =  $[1 - \{(Total\ Downtime) / (Total\ Time - Scheduled\ Maintenance\ Time)\}] * 100$ .
- Penalties shall be applied for each criteria / solution individually and then added together for the total penalty for a particular quarter.
- **“Incident”** – Any event/abnormalities in the service/system being provided that may lead to disruption in regular/normal operations and services to the end user.
- **“Response Time”** – Time elapsed from the moment an incident is reported to the Helpdesk either manually or automatically through the system, to the time when a resource is assigned for the resolution of the same.
- **“Resolution Time”** – Time elapsed from the moment incident is reported to the Helpdesk either manually or automatically through system, to the time by which the incident is resolved completely and services as per the Contract are restored.

#### 6.5. Service Levels Monitoring:

- The Service Level parameters as defined below, shall be monitored on a periodic basis, as per the individual parameter requirements. NMSCDCL shall provide the Enterprise Management System Tool for the SLA measurement and monitoring; IA shall be required to configure the desired solution component wise SLA in the same.
- IA shall be expected to take immediate corrective action for any breach in SLA. In case issues are not rectified to the complete satisfaction of NMSCDCL, within a reasonable period of time defined in this RFP, then the NMSCDCL shall have the right to take appropriate penalizing actions, or termination of the contract.

#### 6.6. Penalties:

- Performance Penalty for not meeting a measurement parameter for any two months in consecutive quarters shall result in twice the penalty percentage of that respective measurement parameter in the third quarter for all the three months
- Maximum Penalty applicable for any quarter shall not exceed 10% of the 'quarterly O&M Payment' for the respective quarter.
- Three consecutive quarterly deductions of 10% of the applicable fee on account of any reasons shall be deemed to be an event of default and shall be treated as per the RFP clauses
- The payment to the implementation agency shall be on Quarterly basis however the penalty shall be calculated on monthly basis as per the SLAs stated in the RFP.

## 6.7. Implementation phase related SLA

S. No.	Measurement	Definition	Target	Penalty
<b>Commencement of Work</b>				
1	Team mobilization and Commencement of Work	<p>IA is expected to mobilize project team for commencement of work</p> <p>Commencement of work would mean reporting and availability of IA's resources at the NMSCDCL's office for the project within defined period of 15 days and remaining</p>	Within 15 days of issuance of Work Order or Contract Agreement, whichever is earliest	<p>Delay beyond 7 calendar days = 0.2% of the contract value</p> <p>Delay beyond 8-15 calendar days = 0.5% of the contract value</p> <p>Delay beyond 15 days may lead to Termination of the Contract at the discretion of the NMSCDCL</p>

## 6.8. City Network related performance levels

S. No.	Measurement	Definition	Resolution Target	Severity Level	Penalty Amount
A. MTTR / Down Time					
1	Mean Time To Repair (MTTR) for per fibre cut  And / OR  Complain Resolution (from time of logging, till resolution)	Mean Time To Repair (MTTR) shall be monitored on the time taken between logging of complaint against the network and its closure.  Complain closure time shall be monitored on the time taken between logging of complain against the respective solution component and its closure	up to 6 hrs	0	0
2			≥ 6 hrs to 10 hrs	1	INR 10000 per day
3			≥ 10 hrs to 16 hrs	2	INR 20,000 per day
4			≥ 16 hrs	3	INR 50,000 per day

S. No.	Measurement	Definition	Resolution Target	Severity Level	Penalty Amount
		Measurement Tool: Reports generated from Network Monitoring & Operations Management Platform. IA shall submit quarterly reports on the performance basis on the above system generated report while the penalties shall be charged on quarterly basis			

#### 6.9. Penalty for non-restoration of the Site:

In case of damage to the other existing utilities or infrastructure, IA shall be wholly responsible for taking remedial actions on urgent basis and shall bear all the repair cost, consequential damage cost as well.

Causing damage to other existing utilities & infrastructure	
Restoration of the utilities & site infrastructure	Penalty
Up to 2 / month	INR 5,000 per damage
3 to 5 / month	INR 10,000 per damage
Above 5 / month	INR 15,000 per damage
Any damage to any existing utilities or infrastructure	INR 20,000 per damage per day, if not restored within 24hrs.

Note: restoration of damaged utilities & infra should be completed on priority.

#### 6.10. Reporting Procedures

- IA representative shall prepare and distribute Service level performance reports in a mutually agreed format by the **5<sup>th</sup> working day of subsequent month**. The reports shall include “**actual versus target**” Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to NMSCDCL management personnel as directed by NMSCDCL.
- Also, IA may be required to get the Service Level performance report audited by a third-party Auditor appointed by the NMSCDCL.

#### 6.11. Issue Management Procedures

- This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between NMSCDCL and Bidder.
- Implementing such a process at the beginning of the outsourcing engagement significantly improves the probability of successful issue resolution. It is expected that this pre-defined process shall only be used on an exception basis if issues are not resolved at lower management levels.

#### 6.12. Issue Management Process

- Either NMSCDCL or IA may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- Any unresolved issues/disputes concerning the Project/Contract between the Parties shall first be referred in writing to the Project Manager for his consideration and resolution. If the Project Manager is unable to resolve any issue/dispute within 5 days of reference to them, the Project Manager shall refer the matter to the Project Management Committee / authorized person. If the issues are still unresolved then it shall be referred to NMSCDCL for resolution.
- If NMSCDCL fails to resolve a dispute as per the above clause, the same shall be referred to the NMSCDCL BoD.

#### 6.13. Service Level Change Control

##### General

It is acknowledged that this **Service levels may change as NMSCDCL's business needs evolve over the course of the contract period**. As such, this document also defines the following management procedures:

- a. A process for negotiating changes to the Service Levels
- b. An issue management process for documenting and resolving particularly difficult issues.
- c. NMSCDCL and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

Any changes to the levels of service provided during the term of this Agreement shall be requested, documented and negotiated in good faith by both parties. Either party can request a change.

**Service Level Change Process:** The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party. Unresolved issues shall also be addressed. IA's representative shall maintain and distribute current copies of the Service Level document as directed by NMSCDCL. Additional copies of the current Service Levels shall be available at all times to authorized parties.

**Version Control / Release Management:** All negotiated changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

## 7. Requirement Specifications (Functional Requirements & Technical Requirements):

**Note: To be provided on the Letter head of the respective OEM signed by Authorized Signatory along with counter sign of bidder's authorized signatory**

### 7.1. Optical Fibre Cable

Sl. No	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
1	Core	96		
2	Mode	Single Mode		
3	Standards	ITU-T G.652 D - Characteristics of a single-mode optical fibre cable for 96 core and ITU-T G.657-A Characteristics of a single-mode optical fibre cable for 96 core		
4	Standards	ANSI/ICEA S-87-640-1999 or latest - Standard for Optical fibre		
5	Standards	All applicable TIA/EIA standards for single mode fibre cable and those listed in these technical requirements		
6	Maximum Cabled Attenuation (dB/km)	1310nm 0.34 & 1550nm: 0.20 & 1625nm : 0.22		
7	Individual PMD (ps/sqrt.km)	$\leq 0.1$		
8	PMD LDV (ps/sqrt.km)	$\leq 0.06$		
9	Fibres per Tube	12		
10	Tube Material	PBT & Filling Gel (ID/OD :1.5/2.1 +/- 0.1)		
11	No of Tubes in Layer	8		
12	Core wrapping & water blocking element	Water blocking tape & water swell able yarns over FRP		
13	Metallic Armoring	Corrugated ECCS Steel Tape		

Sl. No	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
14	No of Ripcords Below ECCS Tape	2		
15	Outer Sheath Material	UV Proof Black HDPE		
16	Minimum Thickness(mm)	1.6		
17	Nominal Cable Dimensions (mm)	13.2+0.5		
18	Nominal Cable Weight (kg/km)	160+10%		
19	Tensile Strength (N)	Testing Standard: IEC-60794-1-21-E1 Cable Performance: $9.81 \times 1.3 \times W$ (W=Weight of 1 km cable) @ $\leq 0.25\%$ strain		
20	Crush Resistance (N/100 mm)	Testing Standard: IEC-60794-1-21-E3 Cable Performance: 3000 for 60sec		
21	Impact Strength (Nm)	Testing Standard: IEC-60794-1-21-E4 Cable Performance: W- SON. Height 0.5mtr		
22	Torsion	Testing Standard: IEC-60794-1-21-E7 Cable Performance: 2m, $\pm 180^\circ$ , 10kg, 10 cycles		
23	Mtn. Bend Radius	Testing Standard: IEC-60794-1-21-E11 Cable Performance: 20 * Cable Diameter		
24	Kink resistance	Testing Standard: IEC-60794-1-21-E10 Cable Performance: 10* Cable Diameter		
25	Water Penetration Test	Testing Standard: IEC-60794-1-22-F5 Cable Performance: 1 m water head, 3m samples, 24 Hrs		
26	Drip Test	Testing Standard: IEC-60794-1-21-E14		

Sl. No	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
		Cable Performance: 30 cm, 709C, 24 h		
27	Temperature Performance	Testing Standard :IEC-60794-1-22-F1 Cable Performance: Max. change in attenuation shall be </- 0.15 dB/km		
28	Installation	-10 degree C to + 60 degree C		
29	Operation	-20 degree C to +70 degree C		
30	Storage	-20 degree C to + 70 degree C		

Note: All tests shall be carried out as per IEC Standards. Change in attenuation after and before shall be </= 0.15 dB/km for single mode fibre. No physical damages /crack on sheath.

Cable performance standards: Cable should comply to the following standards IEC 60793, IEC 60794, ITU-T.

## 7.2. 96 Port Pigtail Loaded LIU

Sr No.	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
1	Type	Rack-Mount Fiber Optic Light Interface Unit (LIU)		
2	Rack Compatibility	19-inch standard rack mount		
3	Rack Units (RU)	4U		
4	Material	Mild Steel or Aluminium with 7-tank process powder coating		
5	Color	RAL 7035 (Light Grey) or Black		
6	Dimensions (H x W x D)	Approximately 176 mm x 440 mm x 350 mm		
7	Capacity	Up to 96 SC Simplex or 192 LC Duplex ports		
8	Adapter Compatibility	SC, LC, ST, FC (Simplex/Duplex)		
9	Splice Tray Capacity	Supports multiple splice trays; each tray accommodating up to 24 splices		
10	Cable Entry Points	Minimum 6 cable entry points with cable glands		

Sr No.	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
11	Cable Glands	Nylon with nitrile butadiene rubber; suitable for cable diameters of 5 mm to 14 mm		
12	Fiber Management	Integrated spools and routing guides for organized fiber management		
13	Insertion Loss	≤ 0.2 dB (Single mode), ≤ 0.3 dB (Multimode)		
14	Return Loss	≥ 50 dB		
15	Durability	≥ 1000 mating cycles		
16	Compliance Standards	Telecordia GR-326, RoHS compliant		
17	Operating Temperature Range	-10°C to +60°C		
18	Accessories Included	Mounting brackets, cable ties, splice trays, cable glands, screws		
19	Applications	Data Centers, Telecom Networks, FTTH, LAN/WAN, Surveillance Systems		

### 7.3. Fibre Patch Cords

Sr No.	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
1		<p>Patch cord material shall conform to the following standards at a minimum:</p> <p>House a single fibre in a 900 micron tight buffer tube.</p> <p>House the tight buffer in a flame retardant jacket with space between the jacket and tight buffer filled with Kevlar strength components.</p> <p>Be available in duplex configurations.</p> <p>Both mating faces of each connector shall be cleaned using fibre optic cleaning solvent cleaning wipe or patch prior to mating the connector surfaces.</p>		
2	Type of Connector	SC/PC/LC/APC (As per field requirement)		
3	Operating Wavelength	1260 - 1620 nm		



Sr No.	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
4	Cut-off Wavelength	<1260 nm		
5	Mode Field Diameter	9.2 ± 0.4 µm @ 1310 nm 10.5 ± 0.5 µm @ 1550 nm		
6	Cladding Diameter	125 ± 1.0 µm		
7	Coating Diameter	245 ± 5 µm		
8	Insertion Loss	0.3 dB Loss (Connector to Connector) @ 1310 nm		
9	Operation Temperature	-20°C to 70°C		
10	Storage Temperature	-40°C to 80°C		
11	Cable Jacket Colour	Yellow, PVC Material		

#### 7.4. Fibre Pigtaills

Sr No.	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
1	Type of Connector	SC/LC/APC (As per field requirement)		
2	Operating Wavelength	1260 - 1620 nm		
3	Cut-off Wavelength	<1260 nm		
4	Mode Field Diameter	9.2 ± 0.4 µm @ 1310 nm 10.5 ± 0.5 µm @ 1550 nm		
5	Cladding Diameter	125 ± 1.0 µm		
6	Coating Diameter	245 ± 5 µm		
7	Insertion Loss	0.3 dB Loss (Connector to Connector) @ 1310 nm		
8	Operation Temperature	-20°C to 70°C		

Sr No.	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
9	Storage Temperature	-40°C to 80°C		
10	Cable Jacket Colour	Yellow, PVC Material		

### 7.5. Fibre Splice Joint Closure

SL No	Parameter	Minimum Requirement Description	Compliance (Yes/ No)	Reference ( Doc/ Page No)
1	Closure Length	420 mm		
2	Closure outer diameter including Clamp	205 mm		
3	Fibre Tray Capacity	12 cores		
4	Fibre Capacity	96 core		
5	Cable Ports	4 cable entry ports + 1 no. oval port for branching application.		
6	Number of Fibre Splice Trays	12 nos.		
7	Others	The Fibre splice joint closure shall have sealing based on heat shrink technology or reusable gel end piece that opens and closes easily for adding or removing efficient cable sealing with specific grommets.		
8		The Fibre splice joint closure shall provide splice trays that are hinged to provide access to all splices without disturbing other splice trays for inter-tray fibre management.		
9		The fibre splice joint closure shall be water-proof and dust-proof.		
10		The fibre splice joint closure shall have a mechanism to route at least 1		

SL No	Parameter	Minimum Requirement Description	Compliance (Yes/ No)	Reference ( Doc/ Page No)
		meter of loose tube per tray per optical fibre cable		
11		The joint closure shall have an earthing stud provided for grounding the armour of fibre cable		

#### 7.6. HDPE DUCT

Sr. No.	Parameters	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
1	General	Permanently lubricated HDPE telecom Ducts for use as underground optical fibre cable conduits conforming to TEC/GR/TX/CDS-008/03/MAR-11 issued by Telecom Engg. Centre, New Delhi.		
2	General	HDPE Pipe Silicon Coated 40 mm outer dia		
3	General	Permanent lubricated HDPE Pipe / Duct shall confirm to IS 7328 or to its equivalent.		
4	General	Impact strength No crack or split in compliance to IS 12235		
5	General	Environmental Stress cracking resistance (ESCR) conforming to American Society for Testing & Materials (ASTM) D 1693		
6	General	Environment Condition with ambient temperature : 0 deg C to +55 degree C		
7	General	Appearance: Smooth inside & outside surface, free of blisters, shrink, hole, flaking, scratches & roughness. Duct shall be smooth, clean and round.		
8	General	Lubricated layer: Must have inner lubricant layer clearly visible & white in colour, uniform in thickness.		

#### 7.7. 40 mm HDPE Coupler

Sr. No.	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
1	Type of Coupler	Push-Fit type 40 mm Dia. Coupler		

Sr. No.	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
2	Pulling Force	≥330 kgf		
3	Construction Material	HDPE		
4	Others	The 40 mm HDPE Coupler shall be able to provide a durable airtight and watertight joint between two pipes without deteriorating the strength of the pipes.		

#### 7.8. End Plug for 40 mm HDPE Pipe

Sr. No.	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
1	Type of End Plug	Push-Fit type 40mm ±0.4mm Dia. Plug		
2	Material used for manufacturing	HDPE		
3	Life expectancy	≥25 Years		
4	End Plug	The end plug once installed shall make the laid HDPE duct air tight.		

#### 7.9. 100 mm DWC Pipe

Sr. No.	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
1	Type of Pipe	Double Wall Corrugated HDPE pipe		
2	Outer Diameter	100mm ±2mm		
4	Standard Length	6m ±1%		
5	Colour	Purple		
6	Operating	0°C to 70°C		

Sr. No.	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
	Temperature			
7	Life Expectancy	≥25 Years		
8	Others	The DWC pipe shall consist of two layers, the outer layer shall be corrugated and the inner layer shall be plain and smooth.		
9		The DWC pipe shall be supplied in straight lengths of 6mtrs, suitable for shipping and handling purpose.		
10		The DWC pipe shall be checked visually for ensuring good workmanship that the ducts shall be free from holes, breaks and other defects. The ends shall be cleanly cut and shall be square with axis of the ducts.		
11		<p>All the DWC pipes shall be clearly marked at intervals of minimum 1 meter but not longer than 3 meters with the following data which is not less than 5 mm high. The details of marking on pipe shall be approved by Client before commencement of manufacturing.</p> <p>Name of Client with logo  Manufacture's name or trade mark  Year of manufacturing  Type of DWC pipe and size</p>		

#### 7.10. 100 mm HDPE Coupler for DWC pipe

Sr. No.	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
1	Type of Coupler	Push-Fit type 100mm Dia. Coupler		
2	Pulling Force	≥250 kgf		
3	Construction Material	HDPE		

### 7.11. Route Marker

Sr. No.	Parameter	Minimum Requirement Description	Compliance (Yes / No)	Reference (Doc. / Page no)
1	General	Route markers made of Reinforced Cement Concrete (RCC) (1:2:4) of length 1450 mm and a bottom cross section of 150mmx200mm tapering to 75mmx125mm at top shall be provided. Route markers shall be provided at 500 mm from the trench and away from the road centre, at an average of 100 m. Markers shall also be provided at major directional changes in route (from straight) and at both sides of all types of crossings. 500 mm of the marker shall be underground and 300 mm shall be above the ground. Joint Markers shall be provided at each joint location and shall be same as route markers except that they shall be different in colour. In case joint markers and route markers fall at the same location, route marker shall not be installed and only joint marker shall be provided. The route/Joint indicators shall be painted with Primer before painting with oil paint. The route indicators shall be painted with yellow paint and joint indicators shall be painted with red paint. The marking shall face the road.		

### 7.12. Network Monitoring & Operations Management Platform

S. No.	Description
	<b>Log management</b>
1	The proposed solution must provide a customisable control of grouping of log events. Split events and log into multiple groups. Show nearby and surrounding events based on time.
2	Extract all the fields and list them to filter data. The proposed solution must allow customisation to easily view the health and performance
3	Show unique log event patterns from collected data and allow drill down on these events for faster troubleshooting and investigation.
4	Proposed solution should have features for logical grouping of server instances based on applications onboarded/ type of OS/ type of Databases/ type of devices in the log management solution
5	The solution should have the capability of logs from diverse formats such as JSON, syslog, or plain text. The system shall be capable of operating at a sustained EPS collection instance.
	<b>Network Performance Management</b>

S. No.	Description
6	The system must correlate node-level degradations with service- impacting incidents, enrich paths to enforce customizable performance policies for proactive violation alerts, and deliver an interactive visualization interface.
7	The platform should have unified agent to collect telemetry data like Metric, log and other details. The proposed solution must provide agentless as well as agent-based monitoring for server infrastructure
8	The system must correlate node level degradations with service-impacting incidents, enabling drill-down into node metrics, logs, and business-context tags for detailed analysis and operational troubleshooting.
9	There should be a tight integration between infrastructure metrics and logs to have the single consolidated console of Infrastructure & security events.
10	The OEM of the proposed Network Monitoring solution should have presence of min. 7 years in market in India.
	<b>Fault Management</b>
	<b>Net Flow-based Traffic Analysis</b>
11	The Net flow analyzer must be capable of automatically identifying and classifying applications and cloud services based on flow data.
12	The proposed solution must keep historical rate and Ip to Ip, Ip to protocol, protocol to protocol conversation data in its current long term operating database.
13	The system must support the ability to create reports that allow the user to search all IP traffic over a specified historical period, for a variety of conditions e.g destination port, or port range, interface or list of hosts or interfaces
14	The proposed solution should have at least 2 deployments (in state/central Government/ PSU) in India in last 5 years.
15	The proposed solution must comply with the standards: ISO 27001:2013 or higher for information security management. This ensures robust security, regulatory compliance, and comprehensive data protection across all managed network operations.
	<b>ITSM - Help Desk Tool</b>
16	The proposed solution should be aligned with ITIL framework principles and certified ITIL practices
17	The proposed helpdesk system shall support tracking of SLA (service level agreements) for call requests within the help desk through service types.
18	The proposed solution should allow administrator to define ticket dispatcher workflow which automatically assign incoming tickets based on rules defined in workflow.
19	The proposed solution should automatically suggest available technicians based on workload, average ticket closure time assigning tickets with no programming

S. No.	Description
20	The proposed helpdesk system shall be able to provide flexibility of incident assignment based on the workload, category, location etc.
	<b>Asset Management</b>
21	The proposed solution must provide asset baselining to manage and track asset effectively.
22	The Proposed solution should provide end to end Asset Life Cycle Management: Makes it easier to handle the complete life cycle of an asset, that is, all stages/modules from procurement to disposal
23	For the purpose of ensuring seamless integration, the proposed asset management solution should be provided by the same OEM as the service desk.



## 8. Indicative Bill of Material

S. No.	Item Description	Qty.	Unit	Unit Rate without tax	Total Amount (Rs.) without tax
1	Dismantling of flexible pavements and disposal of dismantled materials up to a lead of 1000 metres, stacking serviceable and unserviceable materials separately etc. complete.	7395	cum		
2	Excavation for roadway in earth, soil of all sorts, sand, gravel or soft murum including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m. and spreading for embankment or stacking as directed.	48500	cum		
3	Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader / Paver on prepared surface and compacting with vibratory roller to achieve the desired density, complete as per clause 401 -- Plant Mix Method and Grading - II Material	7275	cum		
4	Wet Mix Macadam -- Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver in sub- base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density. Laying By Grader/Paver	7275	Cum		
5	Prime coat - Providing and applying primer coat with bitumen emulsion on prepared surface of granular Base including cleaning of road surface and spraying, primer at the rate of 0.60 kg/sqm using mechanical means.	48500	Sqm		
6	Providing and applying tack coat on the prepared surface heating by flames in Boiler and spraying bitumen with sprayer on Granular surface treated with primer @ 2.75 kg/10 sqm(VG-30 bulk bitumen rates are considered to arrive at rates)	48500	Sqm		
7	DENSE BITUMINOUS MACADAM: Proving and laying dense bituminous macadam using crushed aggregates of Grading 1, premixed with bituminous binder of specified grade of Bitumen @ 4.50 per cent by weight of total mix and filler, transported to site with VTS , laid over a previously prepared surface, finished to the required grade, level, alignment, and rolling to achieve the desired density for 76-100 mm compacted thickness .USING Batch mix type hot mix plant with SCADA, Sensor Paver, Vibratory roller with Stone Dust filler.(VG-30 bulk bitumen rates are considered to arrive at rates)	4850	Cum		
8	BITUMINOUS CONCRETE:- Providing and laying bituminous concrete using crushed aggregates of grading 1, premixed with bituminous binder @ 5.20 per cent by weight of total mix and filler, transported to site with VTS , laid over a previously prepared surface, finished to the required grade, level, alignment, and rolling to achieve the desired compaction for 40 mm compacted thickness with specified grade of Bitumen, Excluding prime / tack coat. For Bitumen	2425	Cum		

S. No.	Item Description	Qty.	Unit	Unit Rate without tax	Total Amount (Rs.) without tax
	of specified grade -- USING Batch mix type hot mix plant with SCADA, Sensor Paver, Vibratory roller with Stone Dust filler. (VG-30 bulk bitumen rates are considered to arrive at rates)				
9	Dismantling of cement concrete pavement by mechanical means using pneumatic tools, breaking to pieces not exceeding 0.02 cum in volume and stock piling at designated locations and disposal of dismantled materials up to a lead of 1000 metres, stacking serviceable and unserviceable materials separately etc. complete.	2000	cum		
10	Excavation for roadway in earth, soil of all sorts, sand, gravel or soft murum including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m. and spreading for embankment or stacking as directed.	20000	cum		
11	Construction of granular sub-base by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader / Paver on prepared surface and compacting with vibratory roller to achieve the desired density, complete as per clause 401 -- Plant Mix Method and Grading - II Material	3000	cum		
12	Construction of dry lean cement concrete Sub- base over a prepared sub-grade with coarse and fine aggregate ( natural sand/ VSI grade finely washed crushed sand) conforming to IS: 383, the size of coarse aggregate not exceeding 25 mm, , cement content not to be less than 150 kg/ cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant/ Weigh batch mixer, transported to site with all leads and lifts, laid with a paver with electronic sensor /by suitable means as approved by Engineer-in-charge, compacting with vibratory roller, finishing, curing and including preparation of sub-grade surface if required etc. complete. with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete.	3000	cum		
13	Providing and laying 125 micron Low Density Polyethylene (LDPE) sheet confirming to IS 3395 : 1997 below concrete pavement including all materials and labour complete.	20000	Sqm		
14	Providing and fixing in position TMT FE 500, tie bars precoated with anticorrosive epoxy paint of 12 mm dia. 70 cms.long and at 30.00 cm. C/C and wherever directed including handling, straightening wrapping with paper of approved quality for half length, necessary cutting, handling, straightening , supported by assembly of TMT FE 500, chairs with proper alignment etc. complete.	8000	Nos.		
15	Providing and fixing in position TMT FE 500, 32 mm dia dowel bars precoated with anticorrosive epoxy paint of required Dia. 60 cms. Long and at 30.00 cm. C/C and wherever directed including handling, straightening, necessary cutting supported by TMT FE 500, chairs with proper alignment by using properly designed assembly of	8000	Nos.		

S. No.	Item Description	Qty.	Unit	Unit Rate without tax	Total Amount (Rs.) without tax
	Bulkheads lubricating half length with bituminous paint as directed etc. complete.				
16	Providing and laying in-situ M40 Grade unreinforced plain cement concrete pavement with max 20% fly Ash ( Fly-ash upto 20% by weight of Cement) over a prepared sub base with 43 grade cement , coarse and fine aggregate ( natural sand/ VSI grade finely washed crushed sand) conforming to IS 383, using fine and coarse aggregates combined gradation as per Table 600-3 of MORTH Specification 2013, mixed in a batching and mixing plant/ non tilting mixer and Weigh batcher as per approved mix design, admixtures, transporting to site, spreading, laying with approved make paver, compacted and finished in a continuous operation, finishing to lines and grades as directed by Engineer-in-charge and curing by curing compound /by providing cement vata in cement Mortar 1:8 @0.6m X 0.6m centre to centre, admeasuring 80 mm at bottom and 40 mm at top with depth of 75mm and maintaining the same throughout curing period by any other method approved by Engineer-in-charge.	5000	Cum		
17	Cutting transverse contraction joints 3 to 4 mm wide and depth 60mm. .in concrete slab using concrete cutting machine with diamond studded saw within 48 hours of casting of bay / slab etc. complete including subsequent widening of the groove 8 to 10 mm. wide at top having depth of 15 mm. as directed by Engineer in charge	86666.667	Rmt		
18	Providing to contraction joints polysulphide sealent (Pouring grade) confirming to BS : 5212 - 1989 into sawed groove widened at top for sealent reservoir of specified size and shape as per detailed drawing including fixing Polyethylene foam backer rod of required diameter (approx.. 25% larger than the initial 3 mOne Metric Tonneo 4 mm. joint) overlaid with bond breaking tape as per detailed drawing. Item includes cleaning the joints with water jet / air compressor and allowing joint to become thoroughly dry before sealent is applied and applying primer. (A) Contraction and longitudinal joints (15 mm. deep x 8 mm.wide)	86666.667	Rmt		
19	Transportation of material obtained from excavation including soil, rubble, bricks, RCC concrete, kerb stones, steel railing, iron pipes, channels etc. Obtained from excavation, dismantling, loading in a Truck of minimum 5 Cu M capacity or designed capacity and transporting with a lead of 10km within the municipal limits or any designated place, unloading, stacking or spreading of material etc. complete. As directed by Engineer In charge				
a	3KM	29920	Cum		
b	5KM	20866	Cum		
c	10KM	20866	Cum		
20	Providing and laying Cast in situ/Ready Mix cement concrete in M15 of trap/ granite/quartzite/gneiss metal for foundation and bedding / steps including steel centering, formwork, laying/pumping, compacting, roughening them if special finish is to be provided, finishing uneven and honeycombed surface and curing etc. complete. The Cement Mortar 1:3	315	cum		

S. No.	Item Description	Qty.	Unit	Unit Rate without tax	Total Amount (Rs.) without tax
	plaster is considered for rendering uneven and honeycombed surface, only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed.),with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade)				
21	Excavation for roadway in earth, soil of all sorts, sand, gravel or soft murum including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m. and spreading for embankment or stacking as directed.	6300	cum		
22	Excavation for roadway in hard murum and boulder including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m.and spreading for embankment or stacking as directed.	39320	cum		
23	Excavation for roadway in soft rock, including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m. and spreading or stacking as directed.	40905	cum		
24	Excavation for roadway in hard rock by wedging and chiselling or line drilling including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m. and spreading for embankment or stacking as directed.	11250	cum		
25	Providing earth work in embankment with approved materials obtained from other sources upto lead of 50m. including all lifts, laying in layers of 20cm. to 30cm. thickness breaking clods, dressing to the required lines, curves, grades & section, watering and compaction with vibratory roller with V-Sat attachment to achieve not less than 97 % of standard proctor density etc. complete ( Material obtained from Other sources)	5000	cum		
26	Compacting the hard murum side widths including laying in layers on each side with vibratory roller including artificial watering etc. complete.	45000	sq mtr		
27	Providing installation & fixing of FRP Network cables (OFC) Inspection Chamber of Required size including all labour & Transportation charges, chamber to be installed in proper alignment & level as directed by engineer incharge. Including all other charges & excluding GST.				
a	0.900m x 0.900m x 1.000m	600	Per No		
b	0.900m x 0.900m x 0.800m	800	Per No		
c	0.900m x 0.900m x 0.600m	800	Per No		
28	Removing and Refixing of interlocking concrete paver blocks of all thickness of plain finish/colour or any size and shape, fixing on 40mm stone grit bedding laid in proper position, Levelling, filling joints with stone dust, compacting by compactor as per IRC 063, cleaning including loading,	25500	Sqm		

S. No.	Item Description	Qty.	Unit	Unit Rate without tax	Total Amount (Rs.) without tax
	unloading, transporting etc. complete as directed by Engineer-in-charge.				
29	Supplying, erecting, testing & commissioning GI sheet 0.8 mm (22 SWG) having zinc coating of 275 microns with galvanization process compliance to IS 2629:1985 to be used for fabrication of boxes panel boards etc. including cutting, bending, drilling, welding, riveting etc. and painting with one coat of red lead paint and 2 coats of enamel paint as per specification no. CP/SH/CR	4500	Sq.M		
30	Horizontal Direction Drilling (HDD) for Laying of 4 nos., 40mm outside diameter PLB-HDPE pipes (Excluding supply of pipes) in soft soil and hard murum at all depth including all necessary machine equipment and all other taxes excluding GST	15000	M		
31	Horizontal Direction Drilling (HDD) for Laying of 4 nos., 40mm outside diameter PLB-HDPE pipes (Excluding supply of pipes) in hard rock at all depth including all necessary machine equipment and all other taxes excluding GST	11000	M		
32	Supplying and erecting GI pipe 100mm dia. 'B' class at position with accessories complete as per specification no. CW-PLB/GP	80000	M		
33	Supplying and erecting high density polythene pipe ISI mark 40mm dia. Suitable for pressure of 6kg/cm2 connected to jet/submersible pump with required material complete	1148000	M		
34	Supplying and laying (Excluding excavation) 100 mm outside dia. double wall corrugated pipes (DWC) of HDPE for enclosing cable below ground/road surface, to required depth complete	358000	M		
35	Supply of 96 Optical Fibre Cable with one year of onsite warranty- 96 Core, Single Mode, ITU-T G.652 D – Characteristics, ANSI/CEA S-87-640-1999 or latest - Standard for Optical fibre with Maximum Cabled Attenuation (dB/km) of 1310nm 0.34 & 1550nm: 0.20 & 1625nm : 0.22	330000	M		
36	Supply, Installation, Testing and commissioning of 96 core fibre splice closure with one year of onsite warranty- 12 cores Fibre Tray Capacity, 96 core Fibre Capacity, 4 cable entry ports + 1 no. oval port for branching application with 12 nos. of Fibre Splice Trays.	1000	Nos		
37	Laying of 96 core OFC cable by pulling/blowing method including opening of manhole, sealing of PLB HDPE pipes by rubber Bushes in manholes, providing HDPE/RCC/DWC Split Pipes in Manholes and Back filling of Manholes	330000	M		
38	Laying of 96 core OFC cable overhead by pulling/blowing method	10000	M		
39	Splicing of fibers in existing/new joined /handhold chambers for making straight/branch joints on existing/new routes and end to end testing of all fibers after splicing .	286080	Per Joint		
40	Supply & Laying of Nylon Rope (6mm) inside duct	861000	M		
41	SITC of Route Marker: Route markers made of Reinforced Cement Concrete (RCC) (1:2:4) of length 1450 mm and a bottom cross section of 150mmx200mm tapering to 75mmx125mm at top shall be provided.	1000	Nos		
42	SITC of 96 Port LIU	750	Nos		

S. No.	Item Description	Qty.	Unit	Unit Rate without tax	Total Amount (Rs.) without tax
43	Supplying and installing single mode simplex pigtail with SC/LC splicing complete. (Patch cord)	1500	Nos		
44	Supply Installation Testing and Commissioning of Network Monitoring & Operations Management Platform (Perpetual License)	3000	Per Device		
45	Operation and Maintenance charges for 2 years after Go-Live	2	Per Year		

## 9. Indicative List of Locations for establishment of connectivity

### A. Location of Nashik City

S. No.	Name of Location	Latitude	Longitude
1.	Near Odha Railway Station	20.01789	73.91350
2.	Adgaon Track Terminal	20.04731	73.87721
3.	Nandur Naka Signal	19.99676	73.84379
4.	Jatra Hotel Chowk	20.02528	73.84189
5.	Mirchi Chowk	20.00503	73.82611
6.	Swami Narayan Choufuli	20.00201	73.81197
7.	Tapovan T Point Near Janardan Math Kaman	20.00834	73.81528
8.	Kapila Sangam tapovan	20.00062	73.81444
9.	Laxmi Narayan Lawns T Point Road going Towards Kevadiban	20.00225	73.81078
10.	Aathvan Lawns T Point	20.00483	73.80765
11.	Tapovan Corner Joshi Gas Gowdown	20.00671	73.80424
12.	Swami Narayan Mandir (BAPS) Below the Bridge of Nearest Highways	20.00970	73.80763
13.	Near By Nandurgaon MNC School	19.99239	73.84411
14.	Nilgiri Baag	20.00726	73.83150
15.	Bidi Kamgar Chowk	20.01127	73.8259
16.	Below the Bridge at Medical Choufuli	20.03086	73.85678
17.	Amrutdham Chowk	20.01605	73.82529
18.	Health Science University, Dindori Road, Mhasrul, Nashik (Ground In front)	20.078733	73.80267
19.	RTO Corner Signal/ Chhatrapati Shivaji Maharaj Chowk, Dindori Road, Mhasrul, Nashik	20.034101	73.80319



S. No.	Name of Location	Latitude	Longitude
20.	Jio Petrol pump Signal / Jijau Chowk, Mhasrul, Nashik	20.03587	73.80380
21.	Mhasrul Gaon Chowk, Dindori Road, Mhasrul, Nashik	20.047725	73.80618
22.	Vadnagar T Point ,Dindori Road, Mhasrul, Nashik	20.05052	73.80582
23.	Vadhane Colony/ Prabhat Nagar T Point,Dindori Road, Mhasrul, Nashik	20.04781	73.806055
24.	Kansara Mata Chowk, Mhasrul- Makhamalabad Link Road, Nashik	20.0487	73.7991
25.	Rao Hotel Signal Chowk, Peth Road, Mhasrul, Nashik	20.0464	73.7918
26.	Onkar Nagar T Point,Kishor Suryavanshi Marg, Mhasrul, Nashik	20.0377	73.7988
27.	Namko Hospital + R.T.O. Office Chowk, Peth Road, Mhasrul, Nashik	20.0342	73.7951
28.	Gamne Mala T Point, Shantinagar to Makhamalabad Road	20.0464	73.7774
29.	Shantinagar Bus Stop, Makhamalabad Road, Sai Siddhi All in One T Point	20.0416	73.7803
30.	Makhamalabad Gaon Bus Stand,Makhamalabad, nashik	20.048	73.7737
31.	Makhamalabad - Gangapur Katariya Bridge T Point Suyojit Garden Makhamalabad Road	20.0233	73.7569
32.	Health Science University, Dindori Road, Mhasrul , Nashik	20.0786	73.80510
33.	Hanuman Temple , Dindori Road , Commissioner Office Boundry	20.0817	73.8039
34.	Balaji Chowk , Kalanagar	20.035332	73.806701
35.	Sai Temple,Dindori Road, Mhasrul, Nashik	20.042515	73.805087



S. No.	Name of Location	Latitude	Longitude
36.	Vadhane Colony/ Prabhat Nagar , Dindori Road,Mhasrul, Nashik	20.052778	73.804701
37.	Sati Asara Temple , Ekta Nagar, Borgad, Nashik	20.0553	73.7952
38.	Chanakyapuri Society, Mhasrul-Makhamalabad Link Road, Nashik	20.0477	73.7959
39.	Mehardham, Peth Road, Nashik	20.0406	73.7941
40.	Shantinagar, Makhamalabad Road, Nashik	20.029300	73.783561
41.	Koliwada, Makhamalabad, Nashik	20.0453	73.7724
42.	Vaiduwadi, Mhasrul, Dindori Road	20.0460	73.8061
43.	Makhamalabad Gaon	20.0464	73.7736
44.	R.T.O. Corner	20.0331	73.8031
45.	Rajsweet Corner	20.03275	73.80285
46.	New Sambhajinagar Naka	20.01093	73.80981
47.	Amardham	20.00268	73.79885
48.	Sharadchandra Pawar Market Signal	20.03010	73.79543
49.	Nashik Krushi Utpanna Bajar Samiti	20.01461	73.79626
50.	Minatai Thakre Stadium	20.01252	73.81392
51.	Baijabai Chhavani Corner	20.01111	73.78706
52.	Makhamalabad Naka	20.01220	73.79022
53.	Peth Naka	20.01256	73.79280
54.	Dindori Naka	20.01165	73.79565
55.	Tin Putle Phulenagar	20.02076	73.79423
56.	Panchavati Karanja	20.00988	73.79494
57.	Kamalnagar	20.01917	73.81492
58.	Indrakund	20.01007	73.79333

S. No.	Name of Location	Latitude	Longitude
59.	Shanichowk	20.00784	73.79409
60.	Kalaram Mandir	20.00694	73.79596
61.	Sitagufa	20.00788	73.79630
62.	Nimani Bus Stand	20.01135	73.79637
63.	S.T.Depot no. 02	20.00929	73.80341
64.	J.K. Tyre	20.00699	73.80393
65.	Shrikrushna Ice Factory	20.00819	73.80344
66.	Shrikrushna Tirth Ashram Corner	20.00885	73.80276
67.	Katya Maruti Chowk	20.00880	73.80219
68.	Takle Nagar Board	20.00825	73.80125
69.	Pashan Maruti Temple Amardham Road, Infront of Library	20.00747	73.80036
70.	Devi Chowk , Amardham Road	20.00641	73.79963
71.	Dhandai Optician Ganeshwadi	20.00622	73.78862
72.	Munjoba Chowk	20.00572	73.79693
73.	Ayurvedic College, Phule Bajar	20.00538	73.79596
74.	Gadge Maharaj Bridge Corner	20.00497	73.79524
75.	Gauri Patangan Devi Mandir	20.00425	73.79448
76.	Gauri Patangan Near Haymas	20.00310	73.79414
77.	Talkuteshwar Mandir	20.00192	73.79827
78.	Rokdoba Chowk	20.00383	73.79322
79.	Gadge Maharaj Below Bridge	20.00447	73.79383
80.	Gadge Maharaj Above Bridge	20.00447	73.79383
81.	Dilli Darwaja	20.00408	73.79317
82.	Kapurtala Maidan Chimani Javal	20.00505	73.79274

S. No.	Name of Location	Latitude	Longitude
83.	Sanjivani Samadhi Mandir Near Haymas Mhasoba Patangan	20.00507	73.79350
84.	Ramsetu Bridge	20.00563	73.79231
85.	Sardar Chowk	20.00597	73.79349
86.	Nilkantheshwar Mandir	20.00648	73.79214
87.	Old Bhaji Patangan Near Haymas	20.00672	73.79265
88.	Sai Baba Mandir	20.00686	73.79320
89.	Ekmukhi Datta Mandir Near Haymas	20.00729	73.79147
90.	Devnamledar Samadhi Mandir	20.00717	73.79194
91.	Gandhi Talav Jyot	20.00826	73.79147
92.	Janardan Swami Stambhajaval	20.00843	73.79128
93.	Sulabh Showchalay Near Victoria Bridge	20.00862	73.79128
94.	Dinbandhu Office	20.00856	73.79186
95.	Ahilyabai Gym School Near Temple	20.00777	73.79257
96.	Ganesh Mandir Goreram Lane	20.00798	73.79284
97.	Kapaleshwar Mandir Samor	20.00824	73.79259
98.	Shi Chatru Sampraday Aakhada Mandir	20.00583	73.79240
99.	Vastrantar Gruh Ramkund	20.00797	73.79252
100.	Khandave Sabhagruh	20.00865	73.79393
101.	Malviy Chowk	20.00873	73.79409
102.	Janki Silk Saree	20.00898	73.79436
103.	Sukenkar Lane Corner	20.00903	73.79509
104.	Sivaji Chowk	20.00894	73.79634
105.	Patharvat Lane Hanuman Mandir	20.00895	73.79718
106.	Gajanan Chowk	20.00888	73.79832

S. No.	Name of Location	Latitude	Longitude
107.	Gurudwara Road Near Gurudwara	20.00901	73.79892
108.	Laxman Zula Bridge (Hatti Pul)	20.00883	73.80027
109.	S.T.Depot no. 02	20.00929	73.80341
110.	Santosh T Point	20.00977	73.80547
111.	Modakeshwar Vasahat, Rokdoba Pataangan	20.00287	73.79334
112.	Nehru Chowk	20.00404	73.79156
113.	Taalkuteshwar Mandir, Amardham Road	20.00102	73.79829
114.	LaxmiNarayan Ghat	20.00248	73.80554
115.	Kannamvaar Bridge	20.00044	73.80284
116.	Maruti Wafers, Tapovan Road	19.997734	73.809731
117.	Shivaji Chowk	19.99784	73.79655
118.	Azaad Chowk	19.99671	73.79427
119.	Gumshaha Baba Darga	19.99864	73.79703
120.	Kathada Savarkar Chowk	19.99683	73.79642
121.	Hotel Shirsaath	19.99599	73.79435
122.	Chowk Mandai	19.99577	73.79217
123.	Helbawdi Mashid Dudh Bazaar	19.99883	73.78988
124.	Dudh Bazaar	19.99934	73.78986
125.	Mhasrul Tek Shivaji Chowk	20.00020	73.79185
126.	Battaase Corner Budhwaar Peth	19.99935	73.79330
127.	Chhaprichi Taalim	19.99926	73.79418
128.	Jumma Masjid, Shirishkumar Chowk	20.00045	73.79454
129.	Chavhaata Devi Mandir	19.99837	73.79418
130.	Dande Hanuman Chowk	19.99682	73.79258
131.	Gaadge Maharaj Statue Main Road	20.00195	73.78880

S. No.	Name of Location	Latitude	Longitude
132.	Baadshahi Corner	20.00193	73.78972
133.	Dudh Bazaar	19.99934	73.78986
134.	Nehru Chowk	20.00404	73.79156
135.	Shaalimaar	20.00061	73.78670
136.	Nepaali Corner	20.00186	73.78730
137.	Azaad Chowk	19.99671	73.79427
138.	Shivaji Chowk	19.99784	73.79655
139.	Badi Dargaah	19.99951	73.79188
140.	Rokdoba Pataangan, Modkeshwar Vasahat	20.00287	73.79334
141.	Taalkuteshwar Mandir, Amardham Road	20.00102	73.79829
142.	Nehru Chowk	20.00404	73.79156
143.	Dudh Bazaar	19.99934	73.78986
144.	Shivaji Chowk	19.99784	73.79655
145.	Dwarka	19.99382	73.79644
146.	Dongre Vastigruh Maidaan	20.00662	73.77294
147.	Ravivar Kaaranja	20.00686	73.78965
148.	Ashok Stambh	20.00698	73.78464
149.	Dhumaal Point	20.00421	73.78900
150.	Nehru Chowk	20.00404	73.79156
151.	Gharpureghat T Point, Goda Riverside	20.00892	73.78310
152.	Meher Signal	20.00467	73.78397
153.	CBS Signal	20.00050	73.78243
154.	Thakkar Bazar Bus Stand	19.99878	73.78081
155.	Thakkar Bazaar Manse Karyalaya Chowk	19.99878	73.78081
156.	Mela Bus stand	19.99877	73.78080

S. No.	Name of Location	Latitude	Longitude
157.	Jaltaran Signal	19.995860	73.776326
158.	Magesh Mithai	20.00601	73.78948
159.	Saangli Bank Signal	20.00419	73.78679
160.	Redcross	20.00519	73.78727
161.	Ahilyabai Holkar Bridge	20.00788	73.78992
162.	Marathon Chowk	20.00614	73.77627
163.	Mico Circle	19.99446	73.77139
164.	Chopda Lawns	20.00992	73.77345
165.	Vidya Vikas Circle	20.00944	73.76667
166.	June Gangapur Naka	20.0074	73.77168
167.	Guracha Dawakhana	20.00692	73.78387
168.	Across Police Aayukt Office	20.00612	73.78102
169.	Gharpure Ghat, Siddheshwar Mandir	20.00921	73.78543
170.	Fani Baba Dargaah	20.00932	73.78715
171.	Gangawadi Chowk	20.00886	73.78959
172.	Ekmukhi Datta Mandir	20.00763	73.79073
173.	V. V Shirodkar Jogging Track PNT Colony	19.99829	73.76397
174.	Pramod Mahajan Garden	20.00763	73.77294
175.	Big Bazaar Chowk College Road	20.00562	73.76546
176.	Ahirrao Photo Studio	20.00395	73.77054
177.	Canada Corner	20.00306	73.77037
178.	Holaram Colony Chowk	19.99808	73.77184
179.	Kulkarni Garden	20.00233	73.77294
180.	Rane Dairy	20.00188	73.77496
181.	Tilakwadi Signal	20.00089	73.77701

S. No.	Name of Location	Latitude	Longitude
182.	K.T.H.M. College Samor	20.00611	73.77853
183.	V.N.Naik College Samor	20.00518	73.77360
184.	Gangapur Gaav Jakaat Naka	20.03007	73.71465
185.	Balaji Mandir Samoril Moklya	20.02604	73.71949
186.	Someshwar Dhabdhaba	20.02972	73.72268
187.	Jehaan Circle	20.01202	73.75602
188.	Pipeline Road Signal	20.01231	73.74548
189.	A.B.B Circle	19.99370	73.75425
190.	Shahid Circle	20.01190	73.75841
191.	Prasad Circle	20.01122	73.76067
192.	KBT Circle	20.01049	73.76412
193.	Vidyavikas Circle	20.00944	73.76667
194.	Bhosla Circle	20.00871	73.75554
195.	Modern Chowk	20.01707	73.75897
196.	Manywar Chowk	20.00708	73.75962
197.	Hallmark Chowk College Road	20.00575	73.76333
198.	Hotel Panchavati Elite Signal	19.99499	73.76345
199.	Akashwani Bhaji Market	20.01388	73.76095
200.	Asaaram Bapu Bridge	20.02152	73.75514
201.	Baardaan Phata	20.02441	73.72186
202.	Kataariya Bridge	20.02129	73.76729
203.	Satpur Club House Maidaan	19.99360	73.73339
204.	Satpur Ambad Link Road	19.97874	73.72603
205.	ITI Signal Satpur Trimbakeshwar Road	19.99339	73.74990
206.	Sakaal Circle Trimbakeshwar Road	19.99161	73.74171

S. No.	Name of Location	Latitude	Longitude
207.	Satpur Gaav Rajwada Trimbakeshwar Road	19.99109	73.73594
208.	Mahindra Circle Trimbakeshwar Road	19.99026	73.73101
209.	Shreeram Chowk Trimbakeshwar Road	19.98943	73.72908
210.	Papaya Nursery Signal Trimbakeshwar Road	19.98577	73.72372
211.	Bajrang Nagar T Point Satpur Ambad Link Road	19.97656	73.72689
212.	Samruddhi T Point/ Amrut Garden Signal Trimbakeshwar Road	19.98327	73.71847
213.	Pimpalgaon Bahula Trimbakeshwar Road	19.98055	73.71106
214.	Hotel Sanskruti Trimbakeshwar Road	19.97171	73.67922
215.	Satpurgaon Kamaan Trimbakeshwar Road	19.99082	73.73355
216.	Dr. Babasaheb Ambedkar Bhaaji Market Satpur Colony	19.98947	73.72404
217.	Anand Chhaya Circle Bus Stop Satpur Colony	19.98930	73.72125
218.	Near Baagul Driving School Savarkar Nagar	19.98859	73.71713
219.	Near Ashok Nagar Police Chowki	19.98891	73.71367
220.	Shri Chhatrapati Shivaji Maharaj Bhaaji Market Naagre Chowk	19.99089	73.71116
221.	Carbon Naka Satpur	20.00247	73.71137
222.	Near Reliance Petrol Pump Ganesh Nagar Pipeline Road	20.00379	73.74209
223.	Across Matoshri Sweets Kaamgaar Nagar Road	20.00246	73.74976
224.	Satpur Bus Stop	19.99026	73.73101
225.	Croma Showroom Signal, Poonaroad	19.97943	73.80754
226.	Kathe Galli Signal	19.990711	73.799296
227.	Dwarka Circle	19.99382	73.79644



S. No.	Name of Location	Latitude	Longitude
228.	Sarda Circle	19.99403	73.79036
229.	Gadkari Chowk	19.99341	73.78271
230.	Triambak Naka Signal	19.99712	73.78100
231.	Jaltaran Talaw Signal, Triambak Rd	19.995860	73.776326
232.	Mico Circle, Triambak Rd	19.99446	73.77139
233.	C.C.M Signal, Untawadi Rd	19.99088	73.76378
234.	Indra Nagar Bogda, Govind Nagar Side, Rd from Mumbai Naka to Service Rd to CBS	19.97962	73.78048
235.	Mumbai Naka Circle	19.98729	73.78436
236.	Sainath Chowfuli Signal, Rd to Indra Nagar	19.97962	73.78048
237.	Vadalanaka	19.99194	73.79366
238.	Usmaniya Chowk , Pakhaal Rd	19.98988	73.79509
239.	BharatNagar Chowfuli, Wadala Rd	19.99712	73.78100
240.	R.D.Circle, Indranagar Bogadyakadun C.C.M kade janara Rd	19.97962	73.78048
241.	AshokaMarg Signal, AshokaMarg	19.98694	73.77058
242.	Seble Furniture Chowk, Milind Nagar	19.99264	73.7724
243.	Nagsen Nagar	19.98857	73.79295
244.	RaviShankar Marg	19.97856	73.80685
245.	AshokaMarg	19.98093	73.79658
246.	Indra Nagar Jogging Track	19.97962	73.78048
247.	Bharat Nagar , Shivajiwadi Slum Area	19.98410	73.79219
248.	Bजारंगवडी	19.98517	73.80153
249.	Nagsen Nagar	19.99388	73.79395
250.	Milind Nagar	19.99184	73.77315

S. No.	Name of Location	Latitude	Longitude
251.	Kranti Nagar, Untawadi Rd	19.99163	73.76559
252.	Pathardi Phata	19.95692	73.75805
253.	Rane Nagar Bogda	19.96622	73.76738
254.	Indra Nagar Jogging Track	19.97969	73.77943
255.	ITI Bridge	19.98846	73.74998
256.	Datta Mandir Stop Kewal Park	19.97626	73.72709
257.	State Bank Chowfuli	19.96881	73.76898
258.	Lekha Nagar	19.97306	73.77339
259.	Shivaji Chowk	19.97528	73.77115
260.	Maharana Pratap Chowk	19.97365	73.76596
261.	Vijaynagar Bus Stop	19.96793	73.76018
262.	Uttam Nagar Bus Stop	19.96939	73.75486
263.	Pavan Nagar Bhaji Market	19.97473	73.75574
264.	Divya Adlab	19.98181	73.75578
265.	Trimurti Chowk	19.98427	73.75653
266.	Patil Nagar	19.98395	73.76030
267.	Mauli Lawns	19.97272	73.74741
268.	Vavre Nagar Jogging Track Kuthwad Nagar	19.97966	73.74731
269.	Bhole Mangal Karaylay Shubham Park	19.97072	73.75155
270.	Cidco Hospital	19.95937	73.75467
271.	Mahakali Chowk	19.97174	73.75841
272.	Ashwin Nagar	19.96140	73.76212
273.	Indra Gandhi Vasahat Kramank .2 Lekha Nagar Zhopadpatti Cidco Nashik	19.97500	73.77415

S. No.	Name of Location	Latitude	Longitude
274.	Audumbar Bus Stop Cidco Nashik	19.97209	73.76769
275.	Badade Nagar Rd Khande Mala Area	19.98008	73.76787
276.	Kamatwade Gaon Matale Chowk	19.9773	73.75042
277.	Azaad Nagar Khaadi Area	19.97121	73.73195
278.	Fadol Mala	19.96919	73.74706
279.	Ambad Gaon Chowfuli	19.96174	73.74432
280.	Garware T-Point	19.94392	73.7441
281.	Glasko T-Point	19.94939	73.73867
282.	RP Sweets, T-POINT	19.95579	73.73501
283.	Exelo Point	19.96309	73.73535
284.	Sanjiv Nagar Kamaan(Indian Hotel)	19.97025	73.73025
285.	Indian PetrolPump	19.97312	73.72841
286.	Datta Mandir Stop	19.97626	73.72709
287.	Chhatrapati Shivaji Maharaj, Statue Pathardi Phata	19.95675	73.75771
288.	Ambad Gaon	19.96174	73.74432
289.	Lokmat Ramp Jawal	19.95143	73.75221
290.	Villholi Check Post	19.93674	73.73611
291.	Sanjiv Nagar Parisar	19.96917	73.72898
292.	Kargil Chowk, Datta Nagar Parisar	19.95904	73.72675
293.	Mhada Colony, Jadhav Sankul Parisar	19.97163	73.72184
294.	Gharkul Chunchale Parisar	19.94670	73.71778
295.	Pushpanjali Beer Bar Corner Pethe Nagar Police Station kade janara rasta	19.97408	73.77544
296.	Rajiv Nagar Valucha Thiyya Corner	19.97259	73.77406

S. No.	Name of Location	Latitude	Longitude
297.	Dr. Babasaheb Ambedkar Statue, Bhagatsingh Nagar, Zhopadpatti, Rajiv nagar	19.96925	73.77052
298.	Rane Nagar Bogda Samor	19.96617	73.76806
299.	Pathardi Phata	19.95651	73.75862
300.	Bauddha Smarak Entry Gate, Pandavleni	19.94601	73.74674
301.	Garware Service Rd	19.9528	73.75473
302.	D-Mart Mumbai Agra Rd Chowfuli	19.93658	73.73599
303.	Kachra Depo , Gaulane Rd	19.917075	73.739424
304.	Signas Hospital, Pathardi Deolali Rd	19.95197	73.76887
305.	Shell Petrol pump Samor, Damodar Nagar kade , Pathardi Phata-Deolali Rd	19.94925	73.77082
306.	Pathardi Gaon Circle, Pathardi Phata-Deolali Rd	19.944148	73.77409
307.	Maruti Mandir, Pathardi Gaon	19.94238	73.77384
308.	Mango farm, Pathardi-Phata-Deolali Rd	19.941601	73.784912
309.	Jagganath Chowk, Wada-Pathardi Rd, Indra Nagar Nashik	19.95439	73.77597
310.	Samrat Sweet, Pandav Nagari, Chowfulli, Indra Nagar, Nashik	19.96027	73.7776
311.	Kalanagar Signal, Indra Nagar Nashik	19.9692	73.78237
312.	Kalanagar Chowk, Indra Nagar Nashik	19.96971	73.78242
313.	RathChakra Chowk, Chowfulli Indra Nagar Nashik	19.97217	73.78472
314.	Bappa Chowk, Indiranagar, Nashik	19.97151	73.78631
315.	Sainath Nagar, Chowfulli	19.97651	73.78900
316.	Indra Nagar Jogging Track City Garden	19.97794	73.78497

S. No.	Name of Location	Latitude	Longitude
317.	Indra Nagar Jogging Track Entry Gate	19.97898	73.78183
318.	Indra Nagar Bogda, Chowfulli	19.97952	73.78012
319.	Wadala gaon Corner, Ashoka Hospital	19.97244	73.79400
320.	Madina Nagar Chowfulli, Wadala Gaon Nashik	19.96836	73.79835
321.	MaNaPa Hospital, Wadalagaon, Mhada Vasahat Jawal	19.96816	73.78909
322.	Gaussiya Majid, Wadala Gaon Nashik	19.97092	73.79428
323.	Raza Chowk, Wadalagaon, Nashik	19.97001	73.79504
324.	Mali Galli, Hanuman Mandir, Wadalagaon, Nashik	19.96988	73.79296
325.	MaangirBaba Chowk, Wadalagaon, Nashik	19.96799	73.79221
326.	Mehaboob Nagar Galli no. 01 Medical Jawal Wadalagaon Nashik	19.96639	73.79050
327.	Madaar Majid, Sathenagar	19.96301	73.78929
328.	Madina Lawns pudhe, Wadalagaon Nashik	19.96305	73.78933
329.	Mumtaz Nagar, Wadalagaon Nashik	19.96758	73.79732
330.	Charwak Chowk, Indra Nagar Nashik	19.97237	73.78161
331.	Pimpal Chowk, Old Indra Nagar near Police Station, Indranagar Nashik	19.97020	73.77948
332.	Gamne Maidaan, WasanNagar Pathardiphata	19.95475	73.76926
333.	MarkMall, Krushnai Nagar, IndraNagar Nashik	19.96023	73.76867
334.	Samrat Sweet, Sadaiccha Nagar kade Janara Road, Indiranagar , Nashik	19.96034	73.77778
335.	Rajivnagar Slum, Rajivnagar, Indiranagar, Nashik	19.97112	73.77718

S. No.	Name of Location	Latitude	Longitude
336.	Damodar Chowk, Pathardiphata, Nashik	19.94967	73.76192
337.	New Petrolpump, Damodar Chowk kade janara Road,Behind Hotel Express INN	19.95002	73.75588
338.	Gajanan Maharaj Mandir, Kamodnagar, Nashik	19.97543	73.78186
339.	Ramdas Swami Takli Ghat Godavari River	19.98825	73.82235
340.	Hanuman Takli Ghat Godavari River	19.98854	73.82537
341.	Muktidham Ram Mandir Nashik Rd	19.95140	73.83743
342.	Mohammadiyaan Chowk Deolali Gaon Mistrivasti	19.94476	73.83452
343.	Datta Mandir Signal Nashik Poona Rd	19.95651	73.83408
344.	Chincholi Naka, Shinde Nagar	19.90479	73.91283
345.	Chehadi Jakat Naka, Truck Terminal Point, Nashik Rd	19.93637	73.85904
346.	Krushni Utapanna Bazaar Samiti-Ekhlare Rd	19.95163	73.84808
347.	Chhatrapati Shivaji Maharaj Statue Nashik Rd	19.95205	73.84043
348.	BharatRatna Dr. Babasaheb Ambedkar Statue Nashik Rd	19.94853	73.84088
349.	Bitco Chowk, Nashik Rd	19.95389	73.83769
350.	Godavari Nadi Dasak Ghat Jail Rd Nashik Rd	19.98827	73.84534
351.	Nashik Road Railway Station Baheeril Parisar	19.94807	73.84116
352.	Nashik Road Railway Station Platform No. 4 and Baheeril Parisar	19.94947	73.84361
353.	Nashik Road Bus Stand	19.94832	73.84121

S. No.	Name of Location	Latitude	Longitude
354.	Chhatrapati Shivaji Maharaj Statue Nashik Rd	19.97907	73.84245
355.	Bagul Nagar, Vihitgaon,T Point	19.94708	73.84670
356.	Sinnar Phata, Chowki Samor,Nashik Rd	19.93748	73.83465
357.	Jail Rd Panyachi Taaki, Nashik Rd	19.97030	73.83994
358.	Shinde gaon, Naygaon Rd T point	19.92256	73.91290
359.	Ashwini Colony-Shasikiya Tantraniketan Mahavidyalay Corner, Samaan Gaon Rd, Nashik Rd	19.95156	73.86066
360.	Bhagwati Lawns Jawal, Chowk, Jail Rd, Nashik Rd	19.97822	73.85325
361.	Jama Majid, Nashik Rd	19.95219	73.83753
362.	Maal Dhakka Gate Samor, Nashik Rd	19.95104	73.83998
363.	Vasco Chowk, Nashik Rd	19.94076	73.83962
364.	Chehdi Hanuman Mandir, Nashik Rd	19.93600	73.85454
365.	Siddharth Nagar Ekhlahare Gate	19.97654	73.87766
366.	6 Number Naka Lane Rd	19.9268	73.8338
367.	Bhairav Nath Mandir Rd D. Camp	19.9207	73.8334
368.	Sansari Naka	19.9068	73.8329
369.	Selection Corner	19.9045	73.8329
370.	Chandramani Bustop	19.1994	73.8326
371.	Trimurti Bus Stop D. Camp	19.9060	73.8261
372.	Devi Mandir Renuka Mata Mandir	19.8884	73.8327
373.	Old Bus Stand D. Camp	19.9021	73.8297
374.	Jama Majid Sunni	19.9028	73.8292
375.	Balwant Plaza D. Camp	19.9070	73.8295

S. No.	Name of Location	Latitude	Longitude
376.	Kale Chowk Hadola	19.9035	73.8300
377.	Rehman Nagar D. Camp	19.9040	73.8307
378.	Sunday Market D. Camp	19.9021	73.8308
379.	Sansari Gaon Chowk	19.9064	73.8399
380.	Levit Market	19.9018	73.8279
381.	Zenda Chowk	19.9011	73.8286
382.	Khanderao Takedi	19.8976	73.8224
383.	Kendriya Vidyalaya	19.8869	73.8330
384.	Mahalaxmi Mandir	19.9245	73.8267
385.	Karla Poornam Mandir	19.9211	73.8269
386.	Dastagir Baba Chowfuli	19.9186	73.8334
387.	Bhagur Naka No.2	19.8818	73.8331
388.	Shivaji Chowk Bhagur	19.8771	73.8343
389.	Donbhi Naka	19.8766	73.8318
390.	Ram Mandir/ Shahi Majid Bhagur	19.8743	73.8323
391.	Samaatwadi Bhagur	19.8780	73.8357
392.	Minara Majid/Gaikwad Galli	19.8784	73.8335
393.	Sawarkarwada Bhagur	19.8755	73.8334
394.	Tahuja Complex Vijay Nagar Bhagur	19.8780	73.8381
395.	Saibaba Mandir Bhagur Rahuri	19.8740	73.8382
396.	Sawanlila Lahavit Rd	19.8742	73.8265
397.	Sonawane Mill Bhagur	19.8749	73.8347
398.	Bhagur Bus Stand	19.8799	73.8332
399.	Barnes School Chowk	19.8769	73.8146
400.	9 Mile Commissioner Area Parking	20.06137	73.88972



S. No.	Name of Location	Latitude	Longitude
401.	Truck Terminal Parking	20.04731	73.87721
402.	MadSangvi Parking	20.00662	73.86739
403.	Nilgiri Bag Parking	20.00225	73.83117
404.	Peth Road Navin Stadium Parking	20.01256	73.79280
405.	Thakker Maidan	20.00632	73.77420
406.	Sharadchandra Pawar Market Parking	20.03010	73.79543
407.	Arogya Vigyan Vidyapeeth Dindori Rd, Mashrul, Nashik Border Open Parking	20.0786	73.8051
408.	9th Mile Commissioner Compound	20.06137	73.88972
409.	Truck Terminal Parking	20.04731	73.87721
410.	Adgoan T Point	20.03883	73.86811
411.	Medical Choufuli	20.03086	73.85678
412.	DMART	20.02923	73.83305
413.	Laxminarayan Festival Lawns	20.02739	73.84742
414.	Jatra Chowk	20.02528	73.84189
415.	Rasbihari Chowk	20.01942	73.83142
416.	Amrutdham Chowk	20.01605	73.82529
417.	K.K. Wagh Chowk	20.01501	73.82149
418.	Swami Narayan Chowk	20.01059	73.81008
419.	Santosh T Point	20.00922	73.80583
420.	Tapovan Crossing	20.00672	73.80428
421.	Kannamvar Bridge	20.00374	73.80323
422.	Lakhalgaon Hadd	20.00059	73.93385
423.	Odha	19.99724	73.90784
424.	Shilapur	19.99645	73.89945

S. No.	Name of Location	Latitude	Longitude
425.	Madsanghvi	20.00073	73.86998
426.	Manur Fata	19.99790	73.84962
427.	Nandur Naka	19.99676	73.84379
428.	Siddivinayak Chowk[PARKING]	20.00225	73.83117
429.	Mirchi Chowk	20.00503	73.82611
430.	Janardhan Swami Ashram	20.00201	73.81197
431.	Janardhan Swami T-Point	20.00834	73.81528
432.	Peth Road Commissioner Area	20.07942	73.77989
433.	Tavli Phata	20.06140	73.78314
434.	Raau Hotel Choufuli	20.04640	73.7918
435.	S T Workshop	20.04372	73.79322
436.	RTO	20.03310	73.80310
437.	Peth Choufuli	20.02261	73.79443
438.	Phule Nagar	20.02076	73.79418
439.	Phule Nagar Petrol Pump	20.02674	73.80056
440.	Bhakti Dham	19.99933	73.81013
441.	Peth Naka	20.01256	73.79280
442.	Arogya Vigyan Vidyapeeth	20.0786	73.80510
443.	Jakat Naka	20.06702	73.80561
444.	Dr.Babasaheb Ambedkar Chowk Mashrul	20.052699	73.804843
445.	Sarvajanik Shouchalay Mashrul	20.05052	73.80582
446.	Mahshrul Gaon	20.04781	73.806055
447.	Jijau Signal	20.035809	73.803691
448.	Raj Sweet Signal	20.03310	73.80310
449.	Tarwala Signal	20.02665	73.80080

S. No.	Name of Location	Latitude	Longitude
450.	Path Choufuli	20.01256	73.79280
451.	Market Gate Parisar	20.01461	73.79626
452.	Dindori Naka	20.01165	73.79565
453.	Tapovan Road Gangavaril Bridge Shankar Nagar Takli Road Pulachi Baju	20.00825	73.80125
454.	Sadhugram Entry Front Gate	20.00234	73.81082
455.	Laxminarayan Lawns Corner	20.00180	73.80784
456.	Panchmukhi Hanuman Mandir	20.00891	73.80270
457.	Juna Adgaon Nakya Kadun Nimani Kadhe yenarya Rastyavar	20.00888	73.80269
458.	Panchmukhi Hanuman Mandir samarun Dubhakavar Katya Maruti police chowki parent	20.00870	73.80288
459.	Hirawadi Road Backside	20.00893	73.80228
460.	Near Katya Maruti Mandir	20.00854	73.80103
461.	Manoday Society	20.00862	73.80165
462.	Pashaneshwar Hanuman Mandir Takle Nagar	20.00747	73.80036
463.	Navdurga Shejari Amardham Kadhe Janara Rasta	20.00792	73.79841
464.	Nagchowkakade Janara Rasta New Bridge	20.00648	73.79214
465.	Kalaram Mandir Kadhe Janara Rasta	20.00505	73.79274
466.	Gadge Maharaj Bridge	20.00447	73.79383
467.	Mari Mata Mandir	20.00548	73.79336
468.	Gouri Pathangan	20.00310	73.79414
469.	SARDAR CHOWK PANCHER	20.00597	73.79349
470.	Indiranagar Jogging Track	19.978923	73.78166

S. No.	Name of Location	Latitude	Longitude
471.	Mumbai Naka Circle	19.986813	73.78416
472.	Nagaji Signal	19.98850	73.79276
473.	Kathe Galli Signal	19.99091	73.79921
474.	Dwarka Circle	19.99422	73.79701
475.	Tractor House	19.997839	73.80212
476.	Samarth T Point	19.98897	73.80909
477.	Maruti Wafers	19.99816	73.80963
478.	Jaishankar Chowk	19.99407	73.80931
479.	ABB Circle	19.993820	73.75405
480.	Bhavani Circle	19.99446	73.77139
481.	In Front of Civil Hospital	19.99648	73.77842
482.	Rajdutt Hotel	19.99674	73.77960
483.	In Front of Thakkar Bajar Road	19.99680	73.77976
484.	In Front of Taluka Police Station	20.00090	73.78062
485.	Modak signal 4	19.99712	73.78100
486.	Cbs Signal	20.00050	73.78243
487.	Shalimar Chowk	20.00061	73.78670
488.	Gadge Maharaj Statue	20.00195	73.78880
489.	Bhardan Phat	20.02441	73.72186
490.	Someshwar Temple Gate Memorial	20.02181	73.72650
491.	Jehan Circle	20.01216	73.75603
492.	Old Gangapur Naka	20.00743	73.77168
493.	Marathon Chowk	20.00614	73.77627
494.	Ashoka Pillar	20.00698	73.78464
495.	Sunday Fountain	20.00686	73.78965

S. No.	Name of Location	Latitude	Longitude
496.	Meher Signal	20.00467	73.78397
497.	Sangli Bank Signal	20.00419	73.78679
498.	Saraf Bazar Old	20.00576	73.79033
499.	New Sunday Narayan Temple	20.00788	73.78992
500.	Mahamarg Bus Stand	19.98729	73.78295
501.	Thakkar Bazaar Bus Stand	19.99878	73.78081
502.	Meda bus stand	19.99877	73.78080
503.	Old CBS bus stand	20.00073	73.78157
504.	Anant Kanhere Maidan	19.99611	73.77960
505.	Dogre Hostel Ground	20.00662	73.77294
506.	Thakkar Dome Ground	19.99168	73.75519
507.	8th Mile / Ambegaon Bahula Mumbai Agra Highway Rural Border Parking		
508.	Khambale Phata, Trimbai Road Parking	19.95164	73.63594
509.	Sambhaji Stadium Parking	19.96082	73.75767
510.	Satpur Bus Stand, Trimbakeshwar Road	19.99026	73.73101
511.	Goulane Phata Mumbai Agra Rd	19.93675	73.73617
512.	Garware T Point Service Rd	19.94404	73.74410
513.	Road beside Volkswagen Road	19.94898	73.74934
514.	Road beside Hotel Welcome	19.95255	73.75374
515.	Road Besides Express Inn	19.95277	73.75473
516.	Pandavleni Bogda Both Ways	19.94607	73.74672
517.	Hotel Taj Gateway Tunnel	19.95569	73.75680
518.	Pathardi Phata Choufuli	19.95692	73.75805
519.	Satyam Mangal Karayalay. Ambad Baju	19.96446	73.76533

S. No.	Name of Location	Latitude	Longitude
520.	Rane Nagar Both Sides	19.96622	73.76738
521.	State Bank Corner to Lekha Nagar Road	19.96881	73.76898
522.	Both Sides of Lekha Nagar Circle	19.97306	73.77339
523.	Bhujbal T Point	19.97615	73.77644
524.	Sanskriti Hotel Trimbakeshwar Rd	19.97171	73.67922
525.	Belgaum Dhaga T Point	19.977464	73.694016
526.	Vasali T Point	19.975020	73.689545
527.	Pimpalgaon T Point	19.98055	73.71106
528.	Samruddhi Circle	19.98327	73.71847
529.	Papaya Nursery Chowk	19.98577	73.72372
530.	Sriram Chowk	19.98943	73.72908
531.	Mahindra Signal Chowk	19.99026	73.73101
532.	Satpur T Point	19.99109	73.73594
533.	Victor Point	19.99109	73.73594
534.	Sakal Circle	19.99161	73.74171
535.	ITI Signal	19.99339	73.74990
536.	Carbon Naka T Point	20.00247	73.71137
537.	Ashok Nagar Choufuli	19.98891	73.71367
538.	Narhari Chowk	19.94967	73.76192
539.	Gurugobind College	19.95906	73.77727
540.	Kalanagar Signal	19.96928	73.78244
541.	Bapu Bangla	19.97355	73.78609
542.	Sainath Signal	19.97655	73.78908
543.	Cidco Hospital	19.95937	73.75467
544.	Shubham Park T Point	19.97072	73.75155

S. No.	Name of Location	Latitude	Longitude
545.	Divya Adlab Choufuli	19.98181	73.75578
546.	Trimurti Chowk	19.98427	73.75653
547.	Chincholi Naka, Nashik	19.90479	73.91283
548.	Krushni Utapanna Bazaar Samiti-Ekhlare Rd	19.95163	73.84808
549.	Chhatrapati Shivaji Maharaj Statue Nashik Rd	19.95205	73.84043
550.	BharatRatna Dr. Babasaheb Ambedkar Statue Nashik Rd	19.94853	73.84088
551.	Bitco Chowk, Nashik Rd	19.95389	73.83769
552.	Godavari Nadi Dasak Ghat Jail Rd Nashik Rd	19.98827	73.84534
553.	Ramdas Swami Takli Ghat Godavari River	19.98825	73.82235
554.	Hanuman Takli Ghat Godavari River	19.98854	73.82537
555.	Muktidham , Nashik Rd	19.95140	73.83743
556.	Sansari Naka D. camp	19.94621	73.83647
557.	Chandramani Stop Railway	19.94832	73.84121
558.	Bhagur Naka No.2	19.8818	73.8331
559.	Nashik Road Railway Station Main Building	19.94807	73.84116
560.	Nashik Road Railway Station Platform No. 4 and Baheril Parisar	19.94947	73.84361
561.	Nashik Road Bus Stand	19.94832	73.84121
562.	Railway Station Deolali Camp	19.89760	73.83619
563.	Sailani Baba Chowk	19.97907	73.84245
564.	Jama Mashid	19.95219	73.83753
565.	Satkar Point	19.95163	73.84808
566.	Deolaligaon Rajwada Corner	19.94231	73.83590

S. No.	Name of Location	Latitude	Longitude
567.	Vihitgaon Signal	19.93761	73.83466
568.	Dasak Ghat	19.98827	73.84534
569.	Sinnar Phata Signal	19.95163	73.84808
570.	Datta Mandir Signal	19.95651	73.83408
571.	Upanagar Signal	19.96910	73.81811
572.	Samrat signal	19.97592	73.81045
573.	Fame Signal	19.97943	73.80754

#### B. Location of Trimbakeshwar

S. No.	Name of Location	Latitude	Longitude
1	Talegaon Phata Highway	19.96191	73.64412
2	Talegon parking 1	19.954436	73.638201
3	Talegon parking 2	19.953282	73.637584
4	Talegon parking 3	19.959267	73.640483
5	Talegon parking exit	19.96022	73.64142
6	Talegon parking 4	19.96167	73.64167
7	Khambale Phata Highway	19.95969	73.63016
8	Beje Phata Highway	19.95550	73.60125
9	Anjaneri Kila	19.95457	73.59187
10	Anjaneri Tirth	19.95319	73.58512
11	Brahma Valley College Inner parking	19.95065	73.57622
12	Towards Talwade outer parking Highway	19.95076	73.56398
13	Talwade village outer parking	19.97353	73.55402
14	Pahine T point towards Bhilmal outer parking	19.89923	73.54833
15	Bhilmal outer paring	19.90022	73.54679
16	Pahine outer parking	19.89739	73.547765
17	Pahine Inner parking	19.94221	73.55186
18	Prayag Tirth	19.94533	73.5508573
19	Shri Panchayati Maha Nirvani Akhada	19.94470	73.55037
20	Shree Swami Samartha Gurupeeth Entrance	19.94402	73.54791
21	Shree Chandra Ghat	19.93881	73.53757
22	Kumbhmela Bus Station	19.93815	73.53594
23	Ambedkar square	19.934176	73.532502
24	Trimbakeshwar Municipal Council Office Corner	19.93484	73.53235



S. No.	Name of Location	Latitude	Longitude
25	Gagangiri Maharaj Tea Point (New Pole-1)	19.93486	73.5307
26	Gagangiri Maharaj Tea Point (New Pole-2)	19.934900	73.531387
27	Gagangiri Maharaj Tea Point (New Pole-3)	19.935005	73.530204
28	Khanderao Maharaj Mandir Chowk	19.93533	73.52941
29	Sundarabai math (Teli Galli) (New Pole-1)	19.934880	73.528265
30	Sundarabai math (Teli Galli) (New Pole-2)	19.934800	73.528250
31	Sundarabai math (Teli Galli) (New Pole-3)	19.934941	73.528577
32	Sundarabai math (Teli Galli) (New Pole-4)	19.935095	73.528646
33	Patil Galli (Teli Galli) (New Pole-1)	19.93407	73.52826
34	Patil Galli (Teli Galli) (New Pole-2)	19.933819	73.528190
35	Bhagwati Mandir (Teli Galli)	19.933503	73.528145
36	Kushavart Tirth	19.93287	73.52780
37	Kushavart Tirth near Darshan Pass Booking Counter	19.932500	73.527921
38	Indra Kund	19.932444	73.528603
39	New Gangaputra hotel (Kushavart to Trimbak Temple Street)	19.931835	73.528403
40	Tulsi inn (Kushavart to Trimbak Temple Street)	19.931775	73.529236
41	Kalp Niwas Lodge near (Laxmi Narayan Mandir)	19.932065	73.529720
42	Laxmi Narayan Mandir Chowk	19.93258	73.52979
43	Trimbakeshwar Temple North Gate Entrance Rd	19.93271	73.53062
44	Trimbakeshwar Temple North Gate Entrance	19.932560	73.530772
45	Chhatrapati Shivaji Maharaj Chowk Near Trimbakeshwar Temple North Gate	19.932887	73.531159
46	Patil Galli Chowk	19.933906	73.530702
47	Patil Galli Chowk Near Ajay Jewellers	19.933398	73.530704
48	Trimbakeshwar Taxi Stand near Patil Chowk	19.933912	73.531119
49	Trimbakeshwar Bus Stand	19.934381	73.531777
50	Grampanchayat Office	19.933422	73.531779
51	Hotel Swami palace near Tahsil Karyalay	19.934662	73.533344
52	Maheshwari Bhakt Nivas	19.935327	73.534151
53	Bank of Maharashtra - Trimbakeshwar Branch	19.936216	73.535043
	<b>Around Trimbakeshwar Temple</b>		
54	Around Trimbakeshwar Temple (North Gate Eixsting pole-1)	19.932507	73.530658
55	Around Trimbakeshwar Temple (North Gate Eixsting pole-2)	19.932538	73.530940
56	Around Trimbakeshwar Temple (North Gate Eixsting pole-3)	19.932525	73.531125
57	Around Trimbakeshwar Temple (East Gate Eixsting pole-4)	19.932295	73.531163
58	Around Trimbakeshwar Temple (East Gate Eixsting pole-5)	19.931944	73.531153
59	Around Trimbakeshwar Temple (South Gate Eixsting pole-6)	19.931885	73.531102
60	Around Trimbakeshwar Temple (South Gate Eixsting pole-7)	19.931896	73.530864

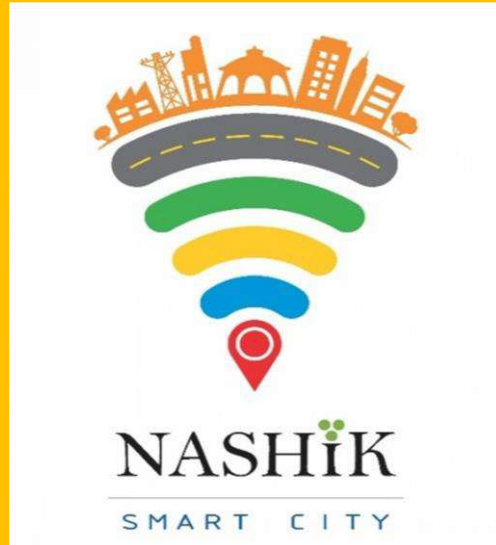
S. No.	Name of Location	Latitude	Longitude
61	Around Trimbakeshwar Temple (South Gate Eixsting pole-8)	19.931896	73.530668
62	Around Trimbakeshwar Temple (West Gate Eixsting pole-9)	19.931910	73.530331
63	Around Trimbakeshwar Temple (West Gate Eixsting pole-10)	19.931961	73.530333
64	Around Trimbakeshwar Temple (West Gate Eixsting pole-11)	19.932112	73.530331
65	Around Trimbakeshwar Temple (West Gate Eixsting pole-12)	19.932244	73.530329
	<b>Kushavart Tirth to Laxmi Narayan mandir Street (Bhour Galli)</b>		
64	Kushavart Tirth to Laxmi Narayan mandir Street (Bhour Galli) (New pole-1)	19.933139	73.528057
65	Kushavart Tirth to Laxmi Narayan mandir Street (Bhour Galli) (Eixsting pole-2)	19.933251	73.528323
66	Kushavart Tirth to Laxmi Narayan mandir Street (Bhour Galli) (Eixsting pole-3)	19.933377	73.528582
67	Kushavart Tirth to Laxmi Narayan mandir Street (Bhour Galli) (Eixsting pole-4)	19.933330	73.528859
68	Kushavart Tirth to Laxmi Narayan mandir Street (Bhour Galli) (Eixsting pole-5)	19.933168	73.529188
69	Kushavart Tirth to Laxmi Narayan mandir Street (Bhour Galli) (Eixsting pole-6)	19.933055	73.529426
70	Kushavart Tirth to Laxmi Narayan mandir Street (Bhour Galli) (Eixsting pole-7)	19.932912	73.529958
71	Kushavart Tirth to Laxmi Narayan mandir Street (Bhour Galli) (Eixsting pole-8)	19.932826	73.529460
72	Kushavart Tirth to Laxmi Narayan mandir Street (Bhour Galli) (Eixsting pole-9)	19.933145	73.528938
	<b>New Jawar Phata - Old Jawar Phata - Sapgon Road corridor</b>		
73	New Jawar Phata - Old Jawar Phata - Sapgon Road corridor (New Pole-3)	19.940445	73.533694
74	New Jawar Phata - Old Jawar Phata - Sapgon Road corridor (New Pole-7)	19.945155	73.529780
75	New Jawar Phata - Old Jawar Phata - Sapgon Road corridor (New Pole-9)	19.997889	73.593845
76	New Jawar Phata - Old Jawar Phata - Sapgon Road corridor (New Pole-11)	19.949765	73.526059
77	New Jawar Phata - Old Jawar Phata - Sapgon Road corridor (New Pole-13)	19.997312	73.592515
78	New Jawar Phata - Old Jawar Phata - Sapgon Road corridor (New Pole-15)	19.954512	73.522477
79	New Jawar Phata - Old Jawar Phata - Sapgon Road corridor (New Pole-17)	19.986037	73.581045
80	New Jawar Phata - Old Jawar Phata - Sapgon Road corridor (New Pole-18)	19.981164	73.581151
81	New Jawar Phata - Old Jawar Phata - Sapgon Road corridor (New Pole-22)	19.959822	73.511692
	<b>Bilva Tirtha Road</b>		
82	Bilva Tirtha Road (New Pole-1)	19.944384	73.528116
83	Bilva Tirtha Road (New Pole-2)	19.944384	73.526575
84	Bilva Tirtha Road (New Pole-3)	19.943138	73.525867

S. No.	Name of Location	Latitude	Longitude
85	Bilva Tirtha Road (New Pole-4)	19.942206	73.525631
86	Bilva Tirtha Road (New Pole-5)	19.942034	73.526691
87	Bilva Tirtha Road (New Pole-6)	19.941479	73.526500
88	Bilva Tirtha Road (New Pole-7)	19.941505	73.525535
89	Bilva Tirtha Road (New Pole-8)	19.940324	73.526386
90	Bilva Tirtha Road (New Pole-9)	19.938872	73.525592
91	Bilva Tirtha Road (New Pole-10)	19.936110	73.526477
92	Chowkimata Mandir	19.934421	73.526495
	<b>Old Jawar Phata Chowk - TMC Office Road</b>		
93	Old Jawar Phata Chowk - TMC Office Rd (New Pole-1)	19.939309	73.532928
94	Old Jawar Phata Chowk - TMC Office Rd (New Pole-2)	19.937936	73.532693
95	Old Jawar Phata Chowk - TMC Office Rd (New Pole-3)	19.936744	73.532445
96	Old Jawar Phata Chowk - TMC Office Rd (New Pole-4)	19.935477	73.532379
97	New Jawar Phata Chowk	19.937429	73.536205
98	Old Jawar Phata Chowk	19.940973	73.53326
99	Sapgon Phata	19.958388	73.514085
100	Sapgon Inner Parking	19.95811	73.51070
101	Trimbak - Jawar Rd Amboli Parking-1	19.97121	73.49627
102	Trimbak - Jawar Rd Amboli Parking-2	19.972907	73.492592
103	Kumbhar Talav Govt Parking Building Trimbak	19.936072	73.531478
104	Kumbhar Talav Open Parking Lot	19.935558	73.530444
	<b>Sundarabai math - Nivruttinath Maharaj Samadhi Mandir corridor</b>		
105	Sundarabai math - Nivruttinath Maharaj Samadhi Mandir corridor (New Pole-1)	19.934416	73.526551
106	Sundarabai math - Nivruttinath Maharaj Samadhi Mandir corridor (New Pole-2)	19.934442	73.525889
107	Sundarabai math - Nivruttinath Maharaj Samadhi Mandir corridor (New Pole-3)	19.9338127	73.5241871
108	Nivruttinath Maharaj Samadhi Mandir chowk (New Pole-4)	19.9332119	73.5238448
109	Nivruttinath Maharaj Samadhi Mandir	19.9331284	73.5232333
	<b>Nivruttinath Maharaj Samadhi Mandir - Shree Swami Samartha Gurupeeth Entrance (Ring Road) Corridor</b>		
110	Panch Agni Akhada	19.932439	73.523654
111	Atal Akhada	19.931796	73.523740
112	Gangasagar Lake Pole-1	19.931815	73.524650
113	Gangasagar Lake Pole-2	19.932407	73.525430
114	Brahmagiri Trek Entrance Point	19.930089	73.523097
115	Gatai	19.930424	73.525009
116	Aahilya Dam entrance on Ring Road	19.929137	73.526039
117	Aahilya Dam Pole-1	19.928340	73.526455
118	Aahilya Dam Pole-2	19.927084	73.527227
119	Aahilya Dam Ghat Pole-1	19.927225	73.527669
120	Aahilya Dam Ghat Pole-2	19.927598	73.527743
121	Aahilya Dam Ghat Pole-3	19.926755	73.527724

S. No.	Name of Location	Latitude	Longitude
122	Aahilya Dam Ghat Pole-4	19.927230	73.528150
123	Shree Panchayti Akhada Naya Udasin Nirvan	19.926745	73.528522
124	Patankar Chowk Ring Road	19.928691	73.527899
125	Bada Udasin Akhara Parking	19.928299	73.530966
126	Bada Udasin Akhara	19.929190	73.532071
127	(Ring Road) Corridor Pole-1	19.929963	73.531725
128	Guru Gaurakshnath Math	19.931752	73.532210
129	Near Shamshanbumi Ring Road	19.933470	73.533607
130	Niranjani Akhada	19.934845	73.538032
131	(Ring Road) Corridor Pole-2	19.935798	73.539471
132	Sadguru dham Ashram	19.937051	73.541168
133	(Ring Road) Corridor Pole-3	19.938618	73.542648
134	(Ring Road) Corridor Pole-4	19.939879	73.544123
135	(Ring Road) Corridor Pole-5	19.942194	73.546500
	<b>Nivruttinath Maharaj Samadhi Mandir- Kushavart Ghat Corridor</b>		
136	Nivruttinath Maharaj Samadhi Mandir- Kushavart Ghat (Pole-1)	19.933249	73.524222
137	Nivruttinath Maharaj Samadhi Mandir- Kushavart Ghat (Pole-2)	19.932989	73.525758
138	Nivruttinath Maharaj Samadhi Mandir- Kushavart Ghat (Pole-3)	19.932851	73.526785
139	Nivruttinath Maharaj Samadhi Mandir- Kushavart Ghat (Pole-4)	19.932420	73.527459
140	Nivruttinath Maharaj Samadhi Mandir- Kushavart Ghat (Pole-5)	19.933065	73.527440
141	Dhobighat Galli - Chowkimata Mandir (Pole-6)	19.933630	73.525722
	<b>Panchali Galli (Parashuram Mandir - Patankar Chowk)</b>		
142	Panchali Galli (Pole-1)	19.931367	73.529123
143	Panchali Galli (Pole-2)	19.931224	73.528920
144	Parashuram Mandir Chowk (Pole-3)	19.930389	73.528811
145	Panchali Galli (Pole-4)	19.929709	73.528512
146	Panchali Galli (Pole-5)	19.929203	73.528328
	<b>Goutam Talav</b>		
147	Goutam Talav (Pole-1)	19.930460	73.529631
148	Goutam Talav (Pole-2)	19.930493	73.531048
149	Goutam Talav (Pole-3)	19.931518	73.529441
150	Goutam Talav (Pole-4)	19.931564	73.530200
151	Goutam Talav (Pole-5)	19.931139	73.530971
	<b>Chakra Tirtha Village (Beza)</b>		
152	Chakra Tirtha Village Beza (Pole-1)	19.996354	73.593504
153	Chakra Tirtha Village Beza (Pole-2)	19.996026	73.593577
154	Chakra Tirtha Village Beza (Pole-3)	19.996287	73.594028
155	Chakra Tirtha Village Beza (Pole-4)	19.996631	73.594088
156	Chakra Tirtha Village Beza (Pole-5)	19.996613	73.593307
157	Chakra Tirtha Village Beza (Pole-6)	19.996481	73.592161

S. No.	Name of Location	Latitude	Longitude
158	Chakra Tirtha Village Beza (Pole-7)	19.996977	73.593916
159	Chakra Tirtha Village Beza (Pole-8)	19.997339	73.593710
160	Chakra Tirtha Village Beza (Pole-9)	19.997889	73.593845
161	Chakra Tirtha Village Beza (Pole-10)	19.997339	73.594438
162	Chakra Tirtha Village Beza (Pole-11)	19.996884	73.594966
163	Chakra Tirtha Village Beza (Pole-12)	19.998608	73.592708
164	Chakra Tirtha Village Beza (Pole-13)	19.997312	73.592515
165	Chakra Tirtha Village Beza (Pole-14)	19.995679	73.587499
166	Chakra Tirtha Village Beza (Pole-15)	19.993310	73.582607
167	Chakra Tirtha Village Beza (Pole-16)	19.990103	73.577939
168	Chakra Tirtha Village Beza (Pole-17)	19.986037	73.581045
169	Chakra Tirtha Village Beza (Pole-18)	19.981164	73.581151
170	Chakra Tirtha Village Beza (Pole-19)	19.976136	73.584014
171	Chakra Tirtha Village Beza (Pole-20)	19.973982	73.587245
172	Gajarwadi Inner Parking (Beza)	19.972271	73.588333
173	Shriram Shaktipith Mandir	19.977043	73.588971
174	Chakra Tirtha Village Beza (Pole-21)	19.976400	73.585532
175	Chakra Tirtha Village Beza (Pole-22)	19.967492	73.591236
176	Chakra Tirtha Village Beza (Pole-23)	19.962477	73.594524
177	Chakra Tirtha Village Beza (Pole-24)	19.958910	73.598027
178	Beza Phata Outer Parking	19.956853	73.601107
	<b>Pahine Road</b>		
179	Pahine Road (pole 1)	19.938869	73.553122
180	Pahine Road (pole 2)	19.933847	73.553847
181	Pahine Road (pole 3)	19.927747	73.554353
182	Pahine Road (pole 4)	19.921936	73.555222
183	Pahine Road (pole 5)	19.914631	73.5546
184	Pahine Road (pole 6)	19.907839	73.552083
185	Pahine Road (pole 7)	19.902369	73.550153
186	Pahine Road (pole 8)	19.899231	73.548331
	<b>Nashik Trimbakeshwar road</b>		
187	Nashik_TrimbakeshwarRoad (pole 1)	19.940211	73.540278
188	Nashik_TrimbakeshwarRoad (pole 2)	19.941628	73.542917
189	Nashik_TrimbakeshwarRoad (pole 3)	19.942914	73.545756
190	Nashik_TrimbakeshwarRoad (pole 4)	19.945431	73.553833
191	Nashik_TrimbakeshwarRoad (pole 5)	19.947881	73.558372
192	Nashik_TrimbakeshwarRoad (pole 6)	19.951914	73.568383
193	Nashik_TrimbakeshwarRoad (pole 7)	19.952169	73.576822
194	Nashik_TrimbakeshwarRoad (pole 8)	19.954981	73.596983
195	Nashik_TrimbakeshwarRoad (pole 9)	19.957867	73.609542
196	Nashik_TrimbakeshwarRoad (pole 10)	19.958417	73.620783
197	Kavnai	19.772989	73.613647
198	Sarvatirth Jatayu Mandir (Taked)	19.700214	73.776364
199	Vani	20.389425	73.909606

S. No.	Name of Location	Latitude	Longitude
200	Shreenath ghat	19.933789	73.5344
201	Trimbak - Jawar Rd Amboli Parking-	19.972494,	73.490778
202	New Jawar Phata - Old Jawar Phata - Sapgon Road corridor	19.957747	73.517125
203	Sadhugram	19.946608	73.552711



**Request for Proposal (RFP)  
For  
Selection of Implementation Agency  
for Supply, Laying, Installation,  
Testing and Commissioning of Nashik  
& Trimbakeshwar City Network  
Backbone along with providing  
Operations & Maintenance Services**

**VOLUME III - Legal Specifications**

**Tender Ref Number- NMSCDCL/51/2025-26  
Date: July 30, 2025**

**Nashik Municipal Smart City Development  
Corporation Limited (NMSCDCL)**

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## MASTER SERVICE AGREEMENT

This Contract is made at Nashik, Maharashtra, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025,

### **BETWEEN**

Nashik Municipal Smart City Development Corporation Limited (NMSCDCL), a company incorporated under the companies act 2013, having its registered office at C/O Nashik Municipal Corporation, Rajiv Gandhi Bhavan, Purandare Colony, Sharanpur, Nashik – 422002 and having its office at Loknete Panditrao Khaire Panchavati Divisional Office 4th Floor Makhmalabad Naka Panchavati, Nashik 422003, Maharashtra and represented by the Chief Executive Officer, NMSCDCL in his/her executive capacity (hereinafter referred to as “**NMSCDCL**” or the “Authority”, which expression shall include its successors and assigns) of the **FIRST PART**;

### **AND**

<**NAME OF IMPLEMENTATION AGENCY**>, a company organized and existing under the Section of 2(20) of Companies Act, 2013, having its registered office at <**ADDRESS OF IMPLEMENTATION AGENCY**>, India hereinafter referred to as “**Implementation Agency**” or “**IA**”, (which expression

unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees), of the **SECOND PART**.

WHEREAS IA has the required professional skills, personnel and technical resources, and agreed to provide the Services on the terms and conditions set forth in this Contract and RFP (Volume I & II) (hereinafter called "works") mentioned, enumerated or referred to in certain Contract conditions, specification, scope of work, other Sections of the RFP, covering letter and schedule of prices which, for the purpose of identification, have been signed by the authorized representative on behalf of <NAME OF IMPLEMENTATION AGENCY> (IA) and NMSCDCL and all of which are deemed to form part of the Contract as though separately set out herein and are included in the expression "Contract" whenever herein used.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

- a. The NMSCDCL has accepted the tender of IA for the provision and execution of the said works for the sum of INR \_\_\_\_\_ (Rupees \_\_\_\_\_), including all taxes and levies upon the terms laid out in this RFP. (as per Price Schedule attached at Proforma A)
- b. IA hereby agrees to provide Services to NMSCDCL, conforming to the specified Service Levels and conditions set out hereunder.
- c. The following documents attached hereto shall be deemed to form an integral part of this Contract:

<b>Complete Request for Proposal (RFP) document</b>	<i>Volumes I, II and III of the RFP and corrigendum, addendum and clarifications, if any</i>
<b>Price Schedule</b>	<i>Detailed Price Schedule – Proforma A</i>
<b>NMSCDCL SOP</b>	<i>Standard Operating Procedure / Policy Guidelines issued by NMSCDCL from time to time, will have to be adhered to by the IA</i>

- d. The mutual rights and obligations of the "NMSCDCL" and IA shall be as set forth in the Contract, in particular:
  - IA shall carry out and complete the Services in accordance with the provisions of the Contract
  - The "NMSCDCL" shall make payments to IA in accordance with the provisions of the Contract

**NOW THESE PRESENTS WITNESS** and the parties hereto hereby agree and declare as follows, that is to say, in consideration of the payments to be made to IA by NMSCDCL as hereinafter mentioned, IA shall deliver the services for the said works and shall do and perform all other works and things in the Contract mentioned or described or which are implied there from or there in respectively or may be reasonably necessary for the completion of the said works within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the said Contract.

**AND** in consideration of services and milestones, NMSCDCL shall pay to IA the said sum of INR \_\_\_\_\_ (Rupees \_\_\_\_\_), including all taxes and levies or such other sums as may become payable to IA under the provisions of this Contract, such payments to be made at such time and in such manner as is provided by the Contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signature of each.

Signed  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_

Date :

Place :

**in the presence of :**

Signed  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_  
Place : \_\_\_\_\_

Signed  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_

Date :

Place :

**in the presence of :**

Signed  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_  
Place : \_\_\_\_\_

## A. GENERAL CONDITIONS OF CONTRACT (GCC)

### 1. Definition of Terms

- 1.1. **“Acceptance of Work/System”:** The work/system shall be accepted by NMSCDCL, subsequent to its supply, installation, commissioning of infrastructure and systems at all the project locations and successful rollout of services at all project locations, deployment of trained manpower, when all the activities as defined in RFP Volume II - Scope of Work have been successfully executed and completed to the satisfaction of NMSCDCL.

The IA shall achieve operational acceptance of the complete solutions as defined in the RFP in accordance with the time schedule specified in the implementation schedule, scope of work, technical requirements, design considerations section and any refinements made in the agreed and finalized project plan, or within the timeframe, the IA has been provided by the NMSCDCL.

As soon as the Work/System or any subsystem, has, in the opinion of IA, been delivered, commissioned, and made in accordance with the technical requirements of the RFP as per the agreed and finalized Project plan, IA shall notify NMSCDCL in writing.

NMSCDCL shall, after receipt of IA's notice, either issue an installation certificate, stating that the work/system, or major component or subsystem (if Acceptance by major component or subsystem) has achieved Installation by the date of IA's notice under or notify IA in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or subsystems making up the Work/System.

Implementation agency (IA) shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that notified by the NMSCDCL.

IA shall then promptly carry out retesting of the work/system or subsystem and, when in IA's opinion the work/system or subsystem is ready for commissioning and operational acceptance testing, notify NMSCDCL in writing. The procedure shall be repeated, as necessary, until an Installation certificate is issued. The acceptance criteria shall inter-alia include, but not limited to:

- Installation and commissioning of all the Hardware & Software supplied as part of the Project, clearly documented and demonstrated. The documents would include but not limited to FRS, SLA etc.
- Functional Acceptance Criteria – Demonstration of tasks, business processes or functions which NMSCDCL has listed out in the RFP as Functional & Non-functional requirement design considerations
- Submission of manuals, design documents, training materials and other necessary documents
- Training to personnel identified by NMSCDCL as per the project plan & IA proposal
- Summary of test cases and execution results to prove that the acceptance criteria have been met

- 1.2. **“Applicable Law(s)”**: Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, by law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Contract and during the subsistence thereof, applicable to the Project
- 1.3. **“NMSCDCL”** means the Nashik Municipal Smart City Development Corporation Limited
- 1.4. **“Implementation agency (IA)”** means the selected bidder i.e. <NAME OF IMPLEMENTATION AGENCY> or Substitute Implementation agency, as the case may be, who shall carry out all the services mentioned in the scope of work of the RFP
- 1.5. **“Contract”** means the agreement entered into by the parties with the entire documentation specified in the RFP
- 1.6. **“Contract Value”** means the price payable to IA under this Contract for the full and proper performance of its contractual obligations
- 1.7. **“Commercial Off-The-Shelf (COTS)”** refers to software products that are ready-made and available for sale, lease, or license to the general public.
- 1.8. **“Server Room”** means the centralized space to be used for installation and deployment of all the proposed systems and devices for centralized control, monitoring and management of all the solutions. The server room is to host city’s existing and forth coming systems for centralized management.
- 1.9. **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000
- 1.10. **“Effective Date”** shall mean the date of Work Order
- 1.11. **“GCC”** means General Conditions of Contract
- 1.12. **“Goods”** means all of the equipment, sub-systems, hardware, products accessories, software and/or other material / items which IA is required to supply, install and maintain under the contract
- 1.13. **“NMC”** means the Nashik Municipal Corporation
- 1.14. **“NMC HO”** means the Nashik Municipal Corporation Head Office (Rajiv Gandhi Bhawan)
- 1.15. **“Command Control Center”** means the center from where Police would conduct surveillance on civil issues on the entire Nashik City and other areas as per jurisdiction or as per the area mentioned under the scope of RFP
- 1.16. **“Integrated Command Control Center”** means the center from where Nashik Smart City would conduct monitoring of all the smart city elements throughout the entire Nashik City
- 1.17. **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights
- 1.18. **“Go-Live”** means commissioning of project post design, development and implementation, including training (if any) as per scope of work mentioned in the RFP. IA shall have the approval from NMSCDCL for user acceptance testing
- 1.19. **“Notice”** means a consent, approval or other communication required to be in writing under this Contract
- 1.20. **“OEM”** means the **Original Equipment Manufacturer of any equipment / system / software / product**, which are providing such goods to the NMSCDCL under the scope of this RFP
- 1.21. **“IA’s Team”** means IA who has to provide goods & work/services to the NMSCDCL under the scope of this Contract. This definition shall also include any and/or all of the employees of

IA, authorized service providers/ partners and representatives or other personnel employed or engaged directly or indirectly by IA for the purposes of this Contract.

- 1.22. **“Substitute Implementation agency”** means the organization replacing IA in case of contract termination for any reasons
- 1.23. **“SCC”** means Special Conditions of Contract.
- 1.24. **“Services”** means the work to be performed by IA pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the NMSCDCL.

## **2. Interpretation**

In this Agreement, unless otherwise specified:

- a) References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- b) Use of any gender includes the other genders;
- c) References to a ‘company’ shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d) References to a ‘person’ shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e) A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- f) Any reference to a ‘day’ (including within the phrase ‘business day’) shall mean a period of 24 hours running from midnight to midnight;
- g) References to a ‘business day’ shall be construed as a reference to a day (other than a Sunday) on which banks in the state of Maharashtra are generally open for business;
- h) References to times are to Indian Standard Time;
- i) A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- j) All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- k) Implementation agency (IA) has been used for the same entity i.e. Bidder selected for the project.

## **3. Measurements and Arithmetic Conventions**

- 3.1. All measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

## **4. Ambiguities within Agreement**

- 4.1. In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:
  - a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
  - b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
  - c) as between any value written in numerals and that in words, the value in words shall prevail.

## **5. Priority of Documents**

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it shall be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- a) This Agreement along with
- b) NDA agreement, if any
- c) Schedules and Annexures;
- d) the RFP along with subsequently issued corrigendum and addendums
- e) Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the Implementation agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP.

## **6. Scope of work**

- 6.1.** Scope of the work as defined in **RFP Volume II** and Annexures thereto of the tender and subsequent pre bid clarifications, corrigendum/addendum, if any.

## **7. Term and Duration of the Agreement**

- 7.1.** This Agreement shall come into effect on <DD/MM/YYYY> (hereinafter the 'Effective Date') and shall continue till operation and maintenance completion date, unless terminated earlier (as per clause 37),

## **8. Conditions Precedent**

### **8.1. Provisions to take effect upon fulfillment of Conditions Precedent**

- a) Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, NMSCDCL or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Implementation agency.
- b) For the avoidance of doubt, it is expressly clarified that the obligations of the Parties (or its nominated agencies) under this Agreement shall commence from the fulfillment of the Conditions Precedent as set forth below.

### **8.2. Conditions Precedent of the Implementation agency**

The Implementation agency shall be required to fulfill the Conditions Precedent, which is as follows:

- a) To provide a Performance Security/Guarantee and other guarantees/ payments within fifteen (15) days of the receipt of notification of award from the NMSCDCL; and



- b) To provide the NMSCDCL or its nominated agencies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the Implementation agency

### **8.3. Conditions Precedent of the NMSCDCL**

The NMSCDCL shall be required to fulfill the Conditions Precedents, which are as follows:

- a) Necessary clearances associated with the execution of the project, unless specified to be performed by the IA
- b) Approval of the Project by a Competent Authority, etc.

### **8.4. Extension of time for fulfillment of Conditions Precedent**

The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement.

### **8.5. Non-fulfillment of the Implementation agency's Conditions Precedent**

- a) In the event that any of the Conditions Precedent of the Implementation agency have not been fulfilled within fifteen (15) days of signing of this Agreement and the same have not been waived fully or partially by NMSCDCL or its nominated agencies, this Agreement shall cease to exist;
- b) In the event that the Agreement fails to come into effect on account of non-fulfillment of the Implementation agency's Conditions Precedent, the NMSCDCL or its nominated agencies shall not be liable in any manner whatsoever to the Implementation agency and the NMSCDCL shall forthwith forfeit the Earnest Money Deposit.
- c) In the event that possession of any of the NMSCDCL or its nominated agencies facilities has been delivered to the Implementation agency prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to NMSCDCL or its nominated agencies, free and clear from any encumbrances or claims.

## **9. Commencement and Progress**

- 9.1.** IA shall subject to the fulfillment of the conditions precedent above, commence the performance of its obligations in a manner as per the Scope of Work (RFP Volume II).
- 9.2.** IA shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- 9.3.** IA shall be responsible for and shall ensure that all activities / work / services are performed in accordance with the Contract, RFP Scope of Work and Service Specifications and that IA's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.

## **10. Standards of Performance**

- 10.1.** IA shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry and with IT standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and

safe and effective equipment, machinery, material and methods. IA shall always act, in respect of any matter relating to the Contract, as faithful agency to the NMSCDCL and shall, at all times, support and safeguard the NMSCDCL's legitimate interests in any dealings with Third Parties.

## **11. Approvals and Required Consents**

- 11.1.** The Parties shall cooperate to procure, maintain and observe all relevant, regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Required Consents") necessary for the Implementation agency to provide the services. The costs of such approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the services are to be provided. The NMSCDCL shall also provide necessary support to IA in obtaining the approvals. In the event that any approval is not obtained, IA and the NMSCDCL shall co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the NMSCDCL and at the discretion of the NMSCDCL without any adverse impact on NMSCDCL's interest including but not limited to additional time/expenditure, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such approval is obtained, provided that IA shall not be relieved of its obligations to provide the services and to achieve the service levels until the approvals are obtained if and to the extent that IA's obligations are dependent upon such approvals.
- 11.2.** The NMSCDCL or its nominated agencies shall use reasonable endeavors to assist Implementation agency to obtain the required consent. In the event that any required consent is not obtained, the Implementation agency and the NMSCDCL or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as early and as reasonably practicable for the NMSCDCL or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such required consent is obtained, provided that the Implementation agency shall not be relieved of its obligations to provide the services and to achieve the service levels until the required consents are obtained to the extent that the Implementation agency's obligations are not dependent upon such required consents.

## **12. IA's Obligations**

- 12.1.** IA's obligations shall include all the activities as specified by the NMSCDCL in the Scope of Work and other Sections of the RFP and Contract and changes thereof to enable NMSCDCL to meet the objectives and operational requirements. It shall be IA's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.
- 12.2.** In addition to the aforementioned, IA shall provide services to manage and maintain the said system and infrastructure as mentioned in RFP Volume II.
- 12.3.** NMSCDCL reserves the right to interview the personnel proposed that shall be deployed as part of the project team. If found unsuitable, the NMSCDCL may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with IA.
- 12.4.** NMSCDCL reserves the right to require changes in personnel, which shall be communicated to IA. IA with the prior approval of the NMSCDCL may make additions to the project team. IA shall provide the NMSCDCL with the resume of Key Personnel and provide such other information as the NMSCDCL may reasonably require. The NMSCDCL also reserves the right

to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, IA shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.

- 12.5.** IA shall ensure that none of the Key Personnel, proposed, exit from the project during the project implementation Phase.
- 12.6.** IA shall submit profiles of only those resources that shall be deployed on the project. Any change of resource shall be approved by the NMSCDCL and compensated with equivalent or better resource.
- 12.7.** In case of change in its team members, IA shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member.
- 12.8.** IA shall ensure that IA's team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. IA shall ensure that the services are performed through the efforts of IA's Team, in accordance with the terms hereof and to the satisfaction of the NMSCDCL. Nothing in this Contract relieves IA from its liabilities or obligations under this Contract to provide the Services in accordance with the NMSCDCL's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the NMSCDCL and IA shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of the IA's Team.
- 12.9.** IA shall be fully responsible for deployment / installation / development and integration of all the software and hardware components and resolve any problems / issues that may arise due to integration of components.
- 12.10.** IA shall ensure that the OEMs supply equipment / components including associated accessories and software required and shall support IA in the installation, commissioning, integration and maintenance of these components during the entire period of contract. IA shall ensure that the COTS OEMs supply the software applications and shall support IA in the installation / deployment, integration, rollout and maintenance of these applications during the entire period of contract. It must clearly be understood by IA that warranty and AMC of the work/ system, products and services incorporated as part of system would commence from the day of Go-Live of work/ system as complete solutions including all the solutions proposed. IA would be required to explicitly display that they have a back-to-back arrangement for provisioning of warranty / AMC support till the end of contract period with the relevant OEMs. The annual maintenance support shall include patches and updates of the software, hardware components and other devices.
- 12.11.** All the software licenses that IA proposes shall be perpetual software licenses. Licenses shall be in the name of the NMSCDCL/end user. The software licenses shall not be restricted based on location and the NMSCDCL/end user shall have the flexibility to use the software licenses for other requirements if required, provided the same does not violate the usage rights agreed with the original manufacturer.
- 12.12.** All the OEMs that IA proposes shall have dealer possession licenses, if applicable.
- 12.13.** The NMSCDCL reserves the right to review the terms of the Warranty and Annual Maintenance Agreements entered into between IA and OEMs and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the NMSCDCL. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by IA to the NMSCDCL.
- 12.14.** Alternatively, the IA can also submit an undertaking on company letterhead in this regard (specifying broadly the terms of the Warranty and Annual Maintenance Agreements entered into between the IA and OEM) signed by a competent authority of IA/OEM.

- 12.15.** IA shall ensure that none of the components and sub-components is declared end-of-sale or end-of-support by the respective OEM at the time of submission of bid. If the OEM declares any of the products/ solutions end-of-sale subsequently, the IA shall ensure that the same is supported by the respective OEM for the entire contract period. Undertaking on company letterhead in this regard signed by the Global CEO or the Country head of OEM/IA shall be submitted by IA.
- 12.16.** If a product is de-supported by the OEM for any reason whatsoever, from the date of Acceptance of the System till the end of contract, IA shall replace the products/ solutions with an alternate that is acceptable to the NMSCDCL at no additional cost to the NMSCDCL and without causing any performance degradation.
- 12.17.** All the Licenses will be in the name of NMSCDCL only.
- 12.18.** IA shall ensure that the OEMs provide the support and assistance to IA in case of any problems / issues arising due to integration of components supplied by IA with any other component(s) / product(s) under the purview of the overall solution. If the same is not resolved for any reason whatsoever, IA shall replace the required component(s) with an equivalent or better substitute that is acceptable to NMSCDCL without any additional cost to the NMSCDCL and without impacting the performance of the solution in any manner whatsoever.
- 12.19.** IA shall ensure that the OEMs for hardware servers/equipment supply and/or install all type of updates, patches, fixes and/or bug fixes for the firmware or software from time to time at no additional cost to the NMSCDCL.
- 12.20.** IA shall ensure that the OEMs for hardware servers/ equipment or IA's trained engineers conduct the preventive maintenance on a Quarterly basis and break-fix maintenance in accordance with the best practices followed in the industry. IA shall ensure that the documentation and training services associated with the components shall be provided by the OEM partner or OEM's certified training partner without any additional cost to the NMSCDCL.
- 12.21.** IA and their personnel/representative shall not alter / change / replace any hardware component proprietary to the NMSCDCL and/or under warranty or AMC of third party without prior consent of the NMSCDCL.
- 12.22.** IA representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. IA representative(s) shall liaise with the NMSCDCL's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. IA shall extend full co-operation to NMSCDCL's representative in the manner required by them for supervision/ inspection/ observation of the equipment/ goods/ material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of IA's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other Service Providers/Vendors of the NMSCDCL working at the NMSCDCL's office locations & field locations and ICC, CCC.
- 12.23.** IA shall be responsible on an ongoing basis for coordination with other vendors and agencies of the NMSCDCL in order to resolve issues and oversee implementation of the same. IA shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.
- 12.24.** IA's shall adhere with the followings:
- 12.24.1. The work, products, solutions, goods and services etc. quoted by them, shall fulfil all the RFP requirements including but not limited to OEM compliance and technical specifications etc. In case any of the quoted products, solutions, goods and services etc. do not meet any of the RFP requirements, IA is liable to provide requisite substitution/alternate to fulfil the RFP requirements by the approval of the

NMSCDCL, without any delay in Project timelines or additional cost to the NMSCDCL.

12.24.2. IA's submitted bid is prepared in conformance of the RFP requirement in totality and any deficiency in the quoted BoM shall be fulfilled by IA without any enhancement in the quoted project cost in its financial bid or change in the project timelines & SLAs.

12.24.3. Any reference of payment to the IA on actual basis, anywhere in the RFP, only means that, for any reasons if the NMSCDCL at any stage decides to enhance or truncates the scope of work leading to increase or decrease in the no. of hardware components/devices than the one prescribed in the RFP or in the response of the IA, the payment for the same shall be made for such additional or lower number on the basis of the respective line item unit cost prescribed by the IA as part of their financial bid.

#### **12.25. Change of Control:**

- a. In the event of a change of control of the Implementation agency during the term, the Implementation agency shall promptly notify NMSCDCL and/or its nominated agencies of the same.
- b. In the event that the net worth of the surviving entity is less than that of Implementation agency prior to the change of control, the NMSCDCL or its nominated agencies may within thirty (30) days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the Implementation agency from a guarantor acceptable to the NMSCDCL or its nominated agencies (which shall not be Implementation agency or any of its associated entities).
- c. If such a guarantee is not furnished within thirty (30) days of the NMSCDCL or its nominated agencies requiring the replacement, the NMSCDCL may exercise its right to terminate the SLA and/ or this Agreement within a further thirty (30) days by written notice, to become effective as specified in such notice.
- d. Pursuant to termination, the effects of termination as set out in Clause 37 of this Agreement shall follow.
- e. For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Implementation agency shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

#### **12.26. Final Testing and Certification**

The Project shall be governed by the mechanism of final acceptance testing and certification to be put into place by the NMSCDCL and Implementation agency as under:

- a) Final testing and certification criteria will lay down a set of guidelines following internationally accepted norms and standards for testing and certification for all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and this Agreement;

- b) Final testing and certification criteria will be finalized from the development stage to ensure that the guidelines are being followed and to avoid large scale modifications pursuant to testing done after the application is fully developed;
- c) Final testing and certification criteria will consider conducting specific tests on the software, hardware, networking, security and all other aspects;
- d) Final testing and certification criteria will establish appropriate processes for notifying the Implementation agency of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Implementation agency to take corrective action; etc.
- e) The Parties shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except with the prior written agreement between the NMSCDCL and Implementation agency in accordance with the Change Control Schedule set out in Annex II of this Agreement.
- f) Save for the express terms of the Terms of Payment Schedule set out of this Agreement, NMSCDCL or its nominated agencies and its users may purchase any particular category of Services that may become necessary as per the Change Control Schedule set out in Annex II of this Agreement, without the need to go for a separate procurement process.

#### **12.27. Use of Assets by the Implementation agency**

During the Term, the Implementation agency shall:

- a) take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the Implementation agency exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the “Assets”) in proportion to their use and control of such Assets; and
- b) keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Implementation agency takes control of and/or first uses the Assets and during the entire Term of the Agreement.
- c) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Implementation agency will be followed by the Implementation agency and any person who will be responsible for the use of the Assets;
- d) take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Implementation agency or as may, in the reasonable opinion of the Implementation agency, be necessary to use the Assets in a safe manner;
- e) ensure that the Assets that are under the control of the Implementation agency, are kept suitably housed and in conformity with Applicable Law;
- f) procure permission from the NMSCDCL or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
- g) not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law

#### **12.28. Access to Sites**

- 12.28.1. For so long as the Implementation agency provides services to the NMSCDCL or its nominated agencies location, as the case may be, on a non-permanent basis and to the extent necessary, the NMSCDCL as the case may be or its nominated agencies shall, subject to compliance by the Implementation agency with any safety and security

guidelines which may be provided by the NMSCDCL as the case may be or its nominated agencies and notified to the Implementation agency in writing, provide the Implementation agency with:

- a) reasonable access, in the same manner granted to the NMSCDCL or its nominated agencies employees, to the NMSCDCL as the case may be location twenty-four hours a day, seven days a week;
  - b) reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at such other the NMSCDCL as the case may be location, if any, as may be reasonably necessary for the Implementation agency to perform its obligations hereunder and under the SLA
- 12.28.2. Access to locations, office equipment and services shall be made available to the Implementation agency (as per scope of work defined in the RFP) by the NMSCDCL as the case may be or its nominated agencies. The Implementation agency agrees to ensure that its employees and agents shall not use the location, services and equipment referred to in RFP for the following purposes:
- a) for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
  - b) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality)

## **12.29. Start of Installation**

- 12.29.1. IA shall co-ordinate with the NMSCDCL and stakeholders for the complete setup of sites before commencement of installation of other areas as mentioned in Scope of Work of the RFP Volume II document.
- 12.29.2. The plan and design documents thus developed shall be submitted by IA for approval by the NMSCDCL.
- 12.29.3. After obtaining the approval from the NMSCDCL, IA shall commence the installation of the systems.

## **12.30. Management Phase**

### **12.30.1. Governance**

The review and management process of this Agreement shall be carried out in accordance with the Governance Schedule set out in Annex IV of this document and shall cover all the management aspects of the Project.

### **12.30.2. Use of Services**

- a) The NMSCDCL as the case may be or its nominated agencies, will undertake and use the Services in accordance with any instructions or procedures as per the acceptance criteria as set out in the SLA or this Agreement or any agreement that may be entered into between the Parties from time to time;
- b) The NMSCDCL as the case may be or its nominated agencies shall be responsible for the operation and use of the deliverables resulting from the Services

### **12.30.3. Changes**

Unless expressly dealt with elsewhere in this Agreement, any changes under or to this Agreement or under or to the SLA shall be dealt with in accordance with the Change Control Schedule set out in Annex II of this Agreement.

#### **12.30.4. Security and Safety**

- a) The Implementation agency shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by dept. of telecom (wherever applicable), IT Security Manual of the NMSCDCL as specifically stated in the RFP and follow the industry standards related to safety and security (including those as stated in the RFP), insofar as it applies to the provision of the Services.
- b) Party to the SLA/Agreement shall also comply with NMSCDCL or the Government of India, and the respective State's security standards and policies in force from time to time at each location of which NMSCDCL or its nominated agencies make the Implementation agency aware in writing insofar as the same apply to the provision of the Services.
- c) The Parties to the SLA/Agreement shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the NMSCDCL as the case may be or any of their nominees data, facilities or Confidential Information.
- d) The Implementation agency shall upon reasonable request by the NMSCDCL as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- e) As per the provisions of the SLA or this Agreement, the Implementation agency shall promptly report in writing to the NMSCDCL or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of NMSCDCL as the case may be.

#### **12.30.5. Co-operation**

Except as otherwise provided elsewhere in this Agreement or the SLA, each Party ("Providing Party") to this Agreement or to the SLA undertakes promptly to provide the other Party ("Receiving Party") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

- a) does not require material expenditure by the Providing Party to provide the same;
- b) is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;
- c) cannot be construed to be Confidential Information; and
- d) is capable of being provided by the Providing Party

#### **12.31. Reporting Progress**

- 12.31.1. IA shall monitor progress of all the activities related to the execution of this contract and shall submit to the NMSCDCL, progress reports with reference to all related work, milestones and their progress during the implementation phase.



- 12.31.2. Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with project plan. The NMSCDCL on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- 12.31.3. Periodic meetings shall be held between the representatives of the NMSCDCL and IA once in every fifteen (15) days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, as desired by NMSCDCL, to discuss the performance of the contract.
- 12.31.4. IA shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- 12.31.5. Several review committees involving representatives of the NMSCDCL and senior officials of IA shall be formed for the purpose of this project. These committees shall meet at intervals, as decided by the NMSCDCL later, to oversee the progress of the implementation.
- 12.31.6. All the goods, services and manpower to be provided / deployed by IA under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of NMSCDCL's representative in accordance with the Contract.
- 12.31.7. The NMSCDCL reserves the right to inspect and monitor/ assess the progress/ performance of the work / services at any time during the course of the Contract. The NMSCDCL may demand and upon such demand being made, IA shall provide documents, data, material or any other information which the NMSCDCL may require, to enable it to assess the progress/ performance of the work / service.
- 12.31.8. At any time during the course of the Contract, the NMSCDCL shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by IA of its obligations/ functions in accordance with the standards committed to or required by the NMSCDCL and IA undertakes to cooperate with and provide to the NMSCDCL/ any other agency appointed by the NMSCDCL, all documents and other details as may be required by them for this purpose. NMSCDCL at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided by the IA.
- 12.31.9. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/ standards, the NMSCDCL's representative shall so notify IA in writing.
- 12.31.10. IA shall reply to the written notice giving details of the measures IA proposes to take to expedite the progress to complete the works by the prescribed time or to ensure compliance to RFP requirements. IA shall not be entitled to any additional payment for taking such steps. If at any time it shall appear to the NMSCDCL or NMSCDCL's representative that the actual progress of work does not conform to the approved plan IA shall produce at the request of the NMSCDCL's representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements
- 12.31.11. The submission seeking approval by the NMSCDCL or NMSCDCL's representative of such plan shall not relieve IA of any of his duties or responsibilities under the Contract.
- 12.31.12. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, IA shall deploy extra manpower / resources to make up the progress or to meet the RFP requirements. Plan for deployment of extra manpower / resources shall

be submitted to the NMSCDCL for its review and approval. All time and cost effect in this respect shall be borne, by IA within the contract value.

#### **12.32. Project Plan**

- 12.32.1. Within 15 calendar days of effective date of the contract, IA shall submit to the NMSCDCL for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which IA proposes to carry out the works. The Plan so submitted by IA shall conform to the requirements and timelines specified in the Contract. The NMSCDCL and IA shall discuss and agree upon the work procedures to be followed for effective execution of the works, which IA intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the NMSCDCL's representative of the Project Plan shall not relieve IA of any of his duties or responsibilities under this Contract.
- 12.32.2. If IA's work plans necessitate a disruption/ shutdown in NMSCDCL's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of IA to develop/adhere such a work plan shall be to IA's account.

#### **12.33. Adherence to safety procedures, rules regulations and restriction**

- 12.33.1. IA's Team shall comply with the provision of all applicable laws including labor laws, rules, regulations and notifications issued there under from time to time. All applicable safety and labor laws enforced by statutory agencies and by NMSCDCL shall be applicable in the performance of this Contract and IA's Team shall abide by these laws.
- 12.33.2. Access to the Network Operations Center (NOC), Server Room, Command & Control Center (CCC) and Integrated Command & Control Center (ICCC) shall be strictly restricted. No access to any person except the essential members of IA's Team who are authorized by the NMSCDCL and are genuinely required for execution of work or for carrying out management/ maintenance shall be allowed entry. Even if allowed, access shall be restricted to the pertaining equipment of the NMSCDCL only. IA shall maintain a log of all activities carried out by each of its team personnel.
- 12.33.3. No access to any staff of IA, except the essential staff who has genuine work-related need, shall be given. All such access shall be logged in a loss free manner for permanent record with unique biometric identification of the staff to avoid misrepresentations or mistakes.
- 12.33.4. IA shall take all necessary and proper measures to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. IA's Team shall adhere to all security requirement/ regulations of the NMSCDCL during the execution of the work. NMSCDCL's employee also shall comply with safety procedures/ policy.
- 12.33.5. IA shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

#### **12.34. Statutory Requirements**

- 12.34.1. During the tenure of this Contract, nothing shall be done by IA in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep NMSCDCL indemnified in this regard.

### **13. NMSCDCL's Obligations**

- 13.1.** NMSCDCL or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to IA.
- 13.2.** NMSCDCL shall ensure that timely approval is provided to IA as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of this contract.
- 13.3.** The NMSCDCL's representative shall interface with IA, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. NMSCDCL shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the NMSCDCL is proper and necessary.
- 13.4.** NMSCDCL may provide on IA's request, particulars / information / documentation that may be required by IA for proper planning and execution of work and for providing services covered under this contract and for which IA may have to coordinate with respective vendors.
- 13.5.** Electrical connections and installation of sub meters shall be borne by the IA at all the site locations of the project. The NMSCDCL shall provide approval and necessary documents for electrical power connections, which is to be taken in the name of Nashik Smart City / NMSCDCL.
- 13.6. Site Not Ready:** NMSCDCL hereby agrees to make the project sites ready as per the agreed specifications, within the agreed timelines. NMSCDCL agrees that IA shall not be in any manner liable for any delay arising out of NMSCDCL's failure to make the site ready within the stipulated period.
- 13.7.** To provide any support through personnel to test the work/ system during the Term;
- 13.8.** To provide any support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- 13.9.** NMSCDCL shall provide the data (including in electronic form wherever available) to be migrated.
- 13.10.** NMSCDCL shall authorize the Implementation agency to interact for implementation of the Project with external entities and shall provide prompt Deliverable feedback, sign offs or its comments for changes.

### **14. Financial Matters**

#### **14.1. Terms of Payment**

- a. In consideration of the Services and subject to the provisions of this Agreement and of the SLA, the NMSCDCL shall pay the Implementation agency for the Services rendered in pursuance of this agreement, in accordance with the Terms of Payment Schedule set out in this Agreement.
- b. Payments shall be subject to the application of liquidated damages (for period prior to "Go Live") or SLA penalties and its adjustments/corrections (for post "Go-Live") as may be provided for in the Agreement and the SLA from the relevant milestone(s).

- c. Save and except as otherwise provided for herein or as agreed between the Parties in writing, the NMSCDCL shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the Implementation agency performance of any obligations under this Agreement or the SLA) other than those covered in this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.
- d. Notwithstanding contained herein or elsewhere, any variation in applicable taxes, whether resulting into increase in rate of taxes or levy of new taxes or reduction in rate of taxes or abolition of existing taxes, shall be borne by the NMSCDCL.

#### **14.2. Invoicing & Settlement**

- a. Subject to the specific terms of the Agreement and the SLA, the Implementation agency shall submit its invoices in accordance with the following principles:
  - (i) The NMSCDCL shall be invoiced by the Implementation agency for the Work/ Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the Implementation agency shall raise an invoice as per the Payment Schedule of this Agreement; and
  - (ii) Any invoice presented in accordance with this Clause shall be in a form agreed with the NMSCDCL.
- b. The Implementation agency alone shall invoice all payments after receiving due approval of completion of payment milestone from the competent authority. Such invoices shall be accurate with all adjustments or changes in the terms of payment as stated in Payment Schedule of this Agreement. The Implementation agency shall waive any charge for a Service that is not invoiced within six (6) months after the end of the month in which the change relating to such Service is (i) authorized or (ii) incurred, whichever is later.
- c. Payment shall be made within sixty (60) working days of the receipt of invoice along with supporting documents by the NMSCDCL subject to deduction of applicable liquidated damages (till "Go Live") or SLA penalties (post "Go Live"). The penalties are imposed on the vendor as per the SLA criteria specified in the SLA.
- d. The NMSCDCL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Implementation agency under Payment Schedule section of this Agreement where the NMSCDCL disputes/withholds such invoice or part of it provided that such dispute is bonafide. The withheld amount shall be limited to that which is in dispute. Any exercise by the NMSCDCL under this Clause shall not entitle the Implementation agency to delay or withhold provision of the Services.

#### **14.3. Tax**

- a. NMSCDCL or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the Implementation agency wherever applicable. The Implementation agency shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.

- b. NMSCDCL or its nominated agencies shall provide Implementation agency with the original tax receipt of any withholding taxes paid by NMSCDCL or its nominated agencies on payments under this Agreement. The Implementation agency agrees to reimburse and hold the NMSCDCL or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the NMSCDCL or its nominated agencies and the Implementation agency.
- c. If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the NMSCDCL for providing the goods and services i.e. GST or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Implementation agency in performing the Work / Services, then the remuneration and reimbursable expense otherwise payable to the Implementation agency under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Payment Schedule section. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Implementation agency shall be entitled to reimbursement on submission of proof of payment of such tax or levy.
- d. The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:
  - i. any resale certificates;
  - ii. any relevant information regarding out-of-state or use of materials, equipment or services; and
  - iii. any direct pay permits, exemption certificates or information reasonably requested by the other Party.
- e. IA shall bear all personnel taxes levied or imposed on its personnel, or any other member of IA's Team, etc. on account of payment received under this Contract. IA shall bear all corporate taxes, levied or imposed on IA on account of payments received by it from the NMSCDCL for the work done under this Contract.
- f. IA shall bear all taxes and duties etc. levied or imposed on IA under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the NMSCDCL under the Contract. It shall be the responsibility of IA to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. IA shall also provide the NMSCDCL such information, as it may be required in regard to IA's details of payment made by the NMSCDCL under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the NMSCDCL shall at all times be in accordance with Indian Tax Law and the NMSCDCL shall promptly furnish to IA original certificates for tax deduction at source and paid to the Tax Authorities.
- g. IA agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract

- h. IA shall fully familiarize themselves about the applicable domestic taxes (such as GST, value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the NMSCDCL under the Contract. All such taxes must be included by IA in the financial proposal. (IA to find out applicable taxes for the components being proposed.)
- i. Should IA fail to submit returns/pay taxes in time as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, IA shall pay the same. IA shall indemnify NMSCDCL against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the NMSCDCL/IA.
- j. NMSCDCL shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by IA at the rates in force, from the amount due to IA and pay to the concerned tax authority directly.

## **15. Audit, Access and Reporting**

The Implementation agency shall allow access to the NMSCDCL or its nominated agencies to all information which is in the possession or control of the Implementation agency and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the NMSCDCL to comply with the terms of the Audit, Access and Reporting Schedule set out as in Annex V of this agreement.

## **16. Intellectual Property Rights**

### **16.1. Products and fixes:**

All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the product owner. Implementation agency would be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to NMSCDCL for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

### **16.2. Bespoke development:**

Subject to the provisions of Clause 16.3 and 16.4 below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie exclusively with the NMSCDCL.

### **16.3. Pre-existing work:**

All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Implementation agency shall grant NMSCDCL a non-exclusive, perpetual,

fully paid-up license to use the pre-existing work in the form delivered to NMSCDCL as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. NMSCDCL's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that IA leaves with NMSCDCL at the conclusion of performance of the services.

#### **16.4. Residuals:**

In no event shall Implementation agency be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement. In addition, subject to the confidentiality obligations, Implementation agency shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

### **17. Representations & Warranties**

#### **17.1. Representations and warranties of the Implementation agency**

The Implementation agency represents and warrants to the NMSCDCL or its nominated agencies that:

- a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- b) it is a competent provider of a variety of information technology and business process management services;
- c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- d) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- e) in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to NMSCDCL's normal business operations
- f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- g) the information furnished in the Implementation agency's response to the RFP and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other

judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;

- j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- l) no representation or warranty by it contained herein or in any other document furnished by it to NMSCDCL or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- m) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of NMSCDCL or its nominated agencies in connection therewith.

#### **17.2. Representations and warranties of the NMSCDCL or its nominated agencies**

NMSCDCL or its nominated agencies represent and warrant to the Implementation agency that:

- a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) it has the financial standing and capacity to perform its obligations under the Agreement;
- d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- e) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;



- g) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the NMSCDCL or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- i) it has complied with Applicable Laws in all material respects;
- j) all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
- k) upon the Implementation agency performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Implementation agency, in accordance with this Agreement.

## **18. Term and Extension of the Contract**

- 18.1.** The Contract period shall commence from the date of Work Order given and shall remain valid for Twenty-Four (24) months from the date of Go Live of the system.
- 18.2.** If the delay occurs due to circumstances beyond control of IA such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of IA, a reasonable extension of time shall be granted by the NMSCDCL.
- 18.3.** The NMSCDCL shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to IA, at least thirty (30) days before the expiration of the Term hereof, whether it shall grant IA an extension of the Term. The decision to grant or refuse the extension shall be at the NMSCDCL's discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the NMSCDCL and IA.
- 18.4.** Where the NMSCDCL is of the view that no further extension of the term be granted to IA, the NMSCDCL shall notify IA of its decision at least thirty (30) days prior to the expiry of the Term. Upon receipt of such notice, IA shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the NMSCDCL shall either appoint an alternative agency/IA or create its own infrastructure to operate such Services as are provided under this Contract.

## **19. Dispute Resolution**

**Refer clause No- 43**

## **20. Time is of the essence**

- 20.1.** Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by IA by the specified completion date.

## **21. Conflict of interest**

- 21.1.** The IA shall hold the Purchaser's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the IA shall promptly disclose the same to the purchaser and seek its instructions.
- 21.2.** Prohibition of Conflicting Activities: The IA shall not engage, either directly or indirectly, in any business or professional activities related to NMSCDCL's ICT led smart city solutions' Operations & Management that would conflict with the activities assigned to them under this Contract.
- 21.3.** IA shall disclose to the NMSCDCL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for IA or IA's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

## **22. Force Majeure**

### **22.1. Definition of Force Majeure:**

"Force Majeure" shall mean any event beyond the reasonable control of the NMSCDCL or of the IA, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

### **22.2. Force Majeure events**

A Force Majeure shall include, without limitation, the following:

- a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- b) Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
- c) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

- 22.3.** If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- 22.4.** The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.
- 22.5.** The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under Clause 37.
- 22.6.** No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
  - a) constitute a default or breach of the Contract

- b) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance
  - c) if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure
- 22.7.** If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- 22.8.** In the event of termination pursuant to this Clause 22, the rights and obligations of the NMSCDCL and the IA shall be as specified in the clause titled Termination.
- 22.9.** Notwithstanding Clause 22, Force Majeure shall not apply to any obligation of the NMSCDCL to make payments to the IA under this Contract.
- 22.10.** For the avoidance of doubt, it is expressly clarified that the failure on the part of the Implementation agency under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services, which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, IA will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

## **23. Delivery**

- 23.1.** IA shall bear the cost for packing, transport, insurance, storage and delivery of all the goods for "Selection of Implementation Agency for Supply, Laying, Installation, Testing and Commissioning of Nashik & Trimbakeshwar City Network Backbone along with providing Operations & Maintenance Services" at all locations identified by the NMSCDCL .
- 23.2.** The Goods and manpower supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by NMSCDCL.
- 23.3.** IA shall only procure the hardware and software after approvals from a designated Committee/Authority.

## **24. Warranty & Maintenance**

- 24.1. Standard:** The Implementation agency warrants that the Project, including all the system(s), materials and goods supplied pursuant to the Agreement, shall be free from any defect or deficiency in the material, design, engineering, and workmanship that prevent the system and/or any of its systems(s) from fulfilling the technical requirements or that limit in a material fashion the performance, reliability, or extensibility of the system and/or any of its sub-system(s). Commercial warranty provisions of products supplied under the Agreement shall apply to the extent they do not conflict with the provisions of this Agreement.

- 24.2.** The IA also warrants that the products, materials and other goods supplied under the Agreement are new, unused and incorporate all recent improvements in design that materially affect the work's/ system's or subsystem's ability to fulfill the functional and technical requirements specified in the RFP.
- 24.3.** In addition, the IA warrants that: (i) all Goods components to be incorporated into the System form part of the IA /OEM's current product lines.
- 24.4.** The warranty period shall commence from the date of Final Acceptance of the Work / System (or of any major component or subsystem for which phased Go-Live is provided for in the Agreement) or on expiry of the products commercial warranty, whichever is earlier.
- 24.5.** If during the warranty period any defect or deficiency is found in the material, design and performance/workmanship of the Project and other Services provided by the Implementation agency, the Implementation agency shall promptly, in consultation and agreement with NMSCDCL, and at the Implementation agency's sole cost repair, replace, or otherwise make good (as the Implementation agency shall, at its discretion, determine) such default, defect or deficiency as well as any damage to the system caused by such default, defect or deficiency. Any defective component, excluding hard disks, that has been replaced by the Implementation agency shall remain the property of the Implementation agency.
- 24.6.** The IA may, with the consent of the NMSCDCL, remove from the site any product and other goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the NMSCDCL may give the IA notice requiring that tests of the defective part be made by the IA immediately upon completion of such remedial work, whereupon the IA shall carry out such tests. If such part fails the tests, the IA shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the NMSCDCL and the IA.
- 24.7.** If the IA fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within a reasonable time period, the NMSCDCL may, following notice to the IA, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the NMSCDCL in connection with such work shall be paid to the NMSCDCL by the IA or may be deducted by the NMSCDCL from any amount due to the IA.
- 24.8.** If the System or any of its sub-systems cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, the warranty period for the Project shall be extended by a period equal to the period during, which the Project or any of its system could not be used by the NMSCDCL because of such defect and/or making good of such default, defect or deficiency.
- 24.9.** Items substituted for defective parts of the System during the Warranty Period shall be covered by the Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater.
- 24.10.** The Implementing Agency shall have no liability in the case of breach of this warranty due to (i) use of the deliverables on any environment (hardware or software) other than the environment recommended or approved by the Implementing Agency, (ii) the combination, operation, or use of some or all of the deliverables with information, software, specifications, instructions, data, or materials not approved by the Implementing Agency; (iii) the deliverables having been tampered with, altered or modified by NMSCDCL without the written permission of the Implementing Agency, or (iv) use of the deliverables otherwise than in terms of the relevant documentation.

**24.11. Implied Warranty:** The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed.

## **25. Insurance**

**25.1.** The Goods supplied under this Contract shall be comprehensively insured by IA at his own cost, against any loss or damage, for the entire period of the contract. IA shall submit to the NMSCDCL, documentary evidence issued by the insurance company, indicating that such insurance has been taken.

**25.2.** IA shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, Octroi, etc. that may be applicable till the goods are delivered at the respective sites of installation shall also be borne by IA.

**25.3.** IA shall take out and maintain at its own cost, on terms and conditions approved by the NMSCDCL, insurance against the risks, and for the coverages, as specified below:

- a. at the NMSCDCL's request, shall provide evidence to the NMSCDCL showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.
- b. Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate

**25.4.** Obligation to maintain insurance in connection with the provision of the Services, the Service Provider must have and maintain:

- a. For the Agreement Period, valid and enforceable insurance coverage for:
  - i. Public liability;
  - ii. Either professional indemnity or errors and omissions;
  - iii. Product liability;
  - iv. Workers' compensation as required by law; and
  - v. Any additional types specified in Annex II
- b. For one year following the expiry or termination of the Agreement, valid and enforceable insurance policies (if relevant), in the amount not less than the Insurance Cover derived in this RFP

**25.5.** The Implementation agency must, on request by the NMSCDCL, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause 25. The Service Provider agrees to replace any coverage prior to the date of expiry/cancellation.

## **25.6. Non-compliance**

**25.6.1.** NMSCDCL or its nominated agencies may, at its election, terminate this Agreement as per Clause 36, upon the failure of Implementation agency or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve Implementation agency of its obligations under this Agreement.

## **26. Exit Management**

### **26.1. Purpose**

- 26.1.1. This Schedule sets out the provisions, which will apply on expiry or termination of the MSA, the Project Implementation, Operation and Management SLA.
- 26.1.2. In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- 26.1.3. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management clause.

## **26.2. Transfer of Assets**

- 26.2.1. NMSCDCL shall be entitled to serve notice in writing on the IA at any time during the exit management period as detailed hereinabove requiring the IA to provide the NMSCDCL with a complete and up to date list of the Assets within thirty (30) days of such notice. NMSCDCL shall then be entitled to serve notice in writing on the IA at any time prior to the date that is thirty (30) days prior to the end of the exit management period requiring the IA to sell the Assets, if any, to be transferred to NMSCDCL or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.
- 26.2.2. In case of contract being terminated by NMSCDCL, NMSCDCL reserves the right to ask IA to continue running the project operations for a period of six (6) months after termination orders are issued.
- 26.2.3. Upon service of a notice under this Article the following provisions shall apply:
  - i. in the event, if the Assets to be transferred are mortgaged to any financial institutions by the IA, the IA shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the NMSCDCL.
  - ii. All risk in and title to the Assets to be transferred / to be purchased by the NMSCDCL pursuant to this Article shall be transferred to NMSCDCL, on the last day of the exit management period.
  - iii. IA on the last day of the exit management period shall transfer all the assets, related to the project scope and as applicable, to the purchaser at no cost.
  - iv. Payment to the outgoing IA shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.
  - v. The outgoing IA will pass on to NMSCDCL and/or to the Replacement IA, the subsisting rights in any leased properties/ licensed products on terms not less favorable to NMSCDCL/ Replacement IA, than that enjoyed by the outgoing IA.

## **26.3. Cooperation and Provision of Information**

During the exit management period:

- 26.3.1. The Implementation agency will allow the NMSCDCL or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the NMSCDCL to assess the existing services being delivered;
- 26.3.2. Promptly on reasonable request by the NMSCDCL, the IA shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the

services (whether provided by the Implementation agency appointed by the Implementation agency). The NMSCDCL shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Implementation agency shall permit the NMSCDCL or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the Chairman, PIU to understand the methods of delivery of the services employed by the Implementation agency and to assist appropriate knowledge transfer.

#### **26.4. Confidential Information, Security and Data**

- 26.4.1. The Implementation agency will promptly on the commencement of the exit management period supply to the NMSCDCL or its nominated agency the following:
- i. Information relating to the current services rendered
  - ii. Documentation relating to Computerization Project's Intellectual Property Rights;
  - iii. All current and updated data as is reasonably required for purposes of NMSCDCL or its nominated agencies transitioning the services to its Replacement Implementation agency in a readily available format nominated by the NMSCDCL, its nominated agency;
  - iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable NMSCDCL or its nominated agencies, or its Replacement Implementation agency to carry out due diligence in order to transition the provision of the Services to NMSCDCL or its nominated agencies, or its Replacement Implementation agency (as the case may be).
- 26.4.2. Before the expiry of the exit management period, the Implementation agency shall deliver to the NMSCDCL or its nominated agency all new or up-dated materials from the categories set out in this section above and shall not retain any copies thereof, except that the Implementation agency shall be permitted to retain one copy of such materials for archival purposes only.
- 26.4.3. Before the expiry of the exit management period, unless otherwise provided under the MSA, the NMSCDCL or its nominated agency shall deliver to the Implementation agency all forms of Implementation agency confidential information, which is in the possession or control of Chairperson, PIU or its users.

#### **26.5. Employees**

- 26.5.1. Promptly on reasonable request at any time during the exit management period, the Implementation agency shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the NMSCDCL or its nominated agency a list of all employees (with job titles) of the Implementation agency dedicated to providing the services at the commencement of the exit management period.
- 26.5.2. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Implementation agency to the NMSCDCL or its nominated agency, or a Replacement Implementation agency ("Transfer Regulation") applies to any or all of the employees of the Implementation agency, then the Parties shall comply with their respective obligations under such Transfer Regulations.

## **26.6. Transfer of Certain Agreements**

On request by the NMSCDCL or its nominated agency, the Implementation agency shall effect such assignments, transfers, licenses and sub-licenses as the Chairperson, PIU may require in favor of the Chairperson, PIU, or its Replacement Implementation agency in relation to any equipment lease, maintenance or service provision agreement between Implementation agency and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the NMSCDCL or its nominated agency or its Replacement Implementation agency.

## **26.7. Rights of Access to Premises**

- 26.7.1. At any time during the exit management period, where Assets are located at the Implementation agency's premises, the Implementation agency will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the NMSCDCL or its nominated agency and/or any Replacement Implementation agency in order to make an inventory of the Assets.
- 26.7.2. The Implementation agency shall also give the NMSCDCL or its nominated agency or its nominated agencies, or any Replacement Implementation agency right of reasonable access to the Implementation agency's premises and shall procure the NMSCDCL or its nominated agency / agencies and any Replacement Implementation agency rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to the NMSCDCL or its nominated agency, or a Replacement Implementation agency.

## **26.8. Exit Management Plan**

- 26.8.1. The Implementation agency shall provide the NMSCDCL or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
  - i. A detailed program of the transfer process that could be used in conjunction with a Replacement Implementation agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
  - ii. Plans for the communication with such of the Implementation agency, staff, IAs, customers and any related third party as are necessary to avoid any material detrimental impact on the NMSCDCL's operations as a result of undertaking the transfer;
  - iii. If applicable, proposed arrangements for the segregation of the Implementation agency's networks from the networks employed by NMSCDCL and identification of specific security tasks necessary at termination;
  - iv. Plans for provision of contingent support to NMSCDCL, and Replacement Implementation agency for a reasonable period after transfer.
- 26.8.2. The Implementation agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.



- 26.8.3. Each Exit Management Plan shall be presented by the Implementation agency to and approved by the NMSCDCL or its nominated agencies.
- 26.8.4. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Implementation agency complying with its obligations under this Schedule.
- 26.8.5. In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.
- 26.8.6. During the exit management period, the Implementation agency shall use its best efforts to deliver the services.
- 26.8.7. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- 26.8.8. This Exit Management plan shall be furnished in writing to the NMSCDCL or its nominated agencies within ninety (90) days from the Effective Date of this Agreement.

## 27. Performance Security

The IA shall furnish Performance Security Deposit to the NMSCDCL, in the form of Bank Guarantee (PBG), within fifteen (15) days of issuance of Letter of Intent (LoI) or Letter of Award (LoA) for a value equivalent to 5% of the contract value. This PBG shall be valid up to Sixty (60) days beyond the term of the Contract (Contract Period+60 days) including any subsequent term extension. The IA shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of extension of contract and/or warranty period.

## 28. Liquidated Damages

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the items/goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery and installation of the IT/non-IT Infra and software products licenses in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange items/goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of items/goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
  - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of items/goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of items/goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of items/goods and service occurs or within fifteen (15) days from such occurrence but before expiry of stipulated period of completion of delivery of items / goods and service after which such request shall not be entertained.
  - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of items/goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which shall be granted with or without liquidated damages.
  - iii. Normally, extension in delivery period of items/goods and service in following circumstances may be considered without liquidated damages:
    - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if NMSCDCL was required to supply them to the supplier of items/goods or service provider as per terms of the contract.
    - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by NMSCDCL as per terms of the contract.
  - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of items/goods and service.

- v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of items/goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered items/goods and/ or service.
- vi. If NMSCDCL is in need of the items/goods and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and installation/completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of items/goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete.

**Liquidated Damages Calculation :**

1. If MSI fails to supply, install or maintain any or all of the goods as per the contract, within the time period(s) specified in the RFP Vol II, the Authority without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damage per day of 0.02% of the value of remaining delivery/work per day.
2. The deduction shall not in any case exceed 10 % of the contract value.
3. The Authority may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to MSI in its hands (which includes the Authority's right to claim such amount against MSI's Bank Guarantee) or which may become due to MSI. Any such recovery or liquidated damages shall not in any way relieve MSI from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
4. Delay not attributable to MSI shall be considered for exclusion for the purpose of computing liquidated damages.
5. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.

**29. Indemnifications and Limitation of Liability:**

- 29.1.** Subject to Clause 29.5 below, Implementation agency (the "Indemnifying Party") undertakes to indemnify, hold harmless the NMSCDCL (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
- 29.2.** If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party

will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

**29.3.** Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:

- a. Indemnified Party's misuse or modification of the Service;
- b. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
- c. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

**29.4.** However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- a. Procure the right for Indemnified Party to continue using it
- b. Replace it with a non-infringing equivalent
- c. Modify it to make it non-infringing

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

**29.5.** The indemnities set out in Clause 29 shall be subject to the following conditions:

29.5.1. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

29.5.2. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;

29.5.3. If the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

29.5.4. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

29.5.5. All settlements of claims subject to indemnification under this Clause will:

- i. Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
- ii. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement

29.5.6. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

29.5.7. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

- 29.5.8. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party
- 29.5.9. pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- 29.5.10. If a Party makes a claim under the indemnity set out under Clause 28 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- 29.6.** The aggregate liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for all claims in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement.
- 29.7.** In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 29.1) even if it has been advised of their possible existence.
- 29.8.** The allocations of liability in this Clause 29 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

### **30. Ownership and Retention of Documents**

- 30.1.** The NMSCDCL shall own the Documents, prepared by or for IA arising out of or in connection with the Contract.
- 30.2.** Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the NMSCDCL, IA shall deliver to the NMSCDCL all documents provided by or originating from the NMSCDCL and all documents produced by or for IA in the course of performing the Services, unless otherwise directed in writing by the NMSCDCL at no additional cost. IA shall not, without prior written consent of the NMSCDCL store, copy, distribute or retain any such documents.

### **31. Information Security**

- 31.1.** IA shall not carry any written/printed document, layout diagrams, CD, hard disk, storage tapes, other storage devices or any other goods /material proprietary to NMSCDCL into / out of any location without written permission from the NMSCDCL.
- 31.2.** IA shall not destroy any unwanted documents, defective tapes/media present at any location on their own. All such documents, tapes/media shall be handed over to the NMSCDCL.
- 31.3.** All documentation and media at any location shall be properly identified, labeled and numbered by IA. IA shall keep track of all such items and provide a summary report of these items to the NMSCDCL whenever asked for.
- 31.4.** Access to NMSCDCL's data and systems, Internet facility by IA at any location shall be in accordance with the written permission by the NMSCDCL. The NMSCDCL shall allow IA to use facility in a limited manner subject to availability. It is the responsibility of IA to prepare and equip himself in order to meet the requirements.

- 31.5.** IA must acknowledge that NMSCDCL's business data and other NMSCDCL proprietary information or materials, whether developed by NMSCDCL or being used by NMSCDCL pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to NMSCDCL; and IA along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by IA to protect its own proprietary information. IA recognizes that the goodwill of NMSCDCL depends, among other things, upon IA keeping such proprietary information confidential and that unauthorized disclosure of the same by IA or its team could damage the goodwill of NMSCDCL, and that by reason of IA's duties hereunder. IA may come into possession of such proprietary information, even though IA does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this Contract. IA shall use such information only for the purpose of performing the said services.
- 31.6.** IA shall, upon termination of this Contract for any reason, or upon demand by NMSCDCL, whichever is earliest, return any and all information provided to IA by NMSCDCL, including any copies or reproductions, both hardcopy and electronic.
- 31.7.** By virtue of this Contract, IA team may have access to personal information of the NMSCDCL and/or a third party. The NMSCDCL has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the citizens that may be in the possession of IA team in the course of performing the Services under the Contract.

## **32. Records of contract documents**

- 32.1.** IA shall at all-time make and keep sufficient copies of the process manuals, operating procedures, specifications, Contract documents and any other documentation for IA to fulfil his duties under the Contract.
- 32.2.** IA shall keep on the Site at least three copies of each and every specification and Contract Document, in excess of his own requirement and those copies shall be available at all times for use by the NMSCDCL's Representative and by any other person authorized by the NMSCDCL's Representative.

## **33. Security and Safety**

- 33.1.** IA shall comply with the directions issued from time to time by the NMSCDCL and the standards related to the security and safety, insofar as it applies to the provision of the Services.
- 33.2.** IA shall upon reasonable request by the NMSCDCL, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

## **34. Confidentiality**

- 34.1.** The NMSCDCL or its nominated agencies shall allow the Implementation agency to review and utilize highly confidential public records and the Implementation agency shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- 34.2.** Additionally, the Implementation agency shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- 34.3.** The NMSCDCL or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Implementation agency regarding any forbidden disclosure.

- 34.4.** For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
- 34.4.1. Information already available in the public domain;
  - 34.4.2. Information which has been developed independently by the Implementation agency;
  - 34.4.3. Information which has been received from a third party who had the right to disclose the aforesaid information;
  - 34.4.4. Information which has been disclosed to the public pursuant to a court order
- 34.5.** To the extent the Implementation agency shares its confidential or proprietary information with the NMSCDCL for effective performance of the Services, the provisions of the Clause 35.1 to 35.3 shall apply mutatis mutandis on the NMSCDCL or its nominated agencies
- 34.6.** Any handover of the confidential information needs to be maintained in a list, both by NMSCDCL & IA, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.
- 34.7.** Notwithstanding anything to the contrary mentioned hereinabove, the Implementation agency shall have the right to share the Letter of Intent / work order provided to it by the NMSCDCL in relation to this Agreement, with its prospective NMSCDCLs solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

### **35. Events of Default by IA**

The failure on the part of IA to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of IA. The events of default are but not limited to:

- 35.1.** IA Team has failed to perform any instructions or directives issued by the NMSCDCL which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
- 35.2.** IA Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Levels, or if IA has fallen short of matching such standards / benchmarks / targets as the NMSCDCL may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of IA may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the NMSCDCL;
- 35.3.** IA has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the NMSCDCL, despite being served with a default notice which laid down the specific deviance on the part of IA / IA's Team to comply with any stipulations or standards as laid down by the NMSCDCL; or
- 35.4.** IA / IA's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the NMSCDCL during the term of this Contract and which the NMSCDCL deems proper and necessary for the execution of the scope of work under this Contract
- 35.5.** IA / IA's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract
- 35.6.** There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to IA.
- 35.7.** IA Team has failed to comply with or is in breach or contravention of any applicable laws.

- 35.8.** Where there has been an occurrence of such defaults inter alia as stated above, the NMSCDCL shall issue a notice of default to IA, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.
- 35.9.** Where despite the issuance of a default notice to IA by the NMSCDCL, IA fails to remedy the default to the satisfaction of the NMSCDCL, the NMSCDCL may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.

### **36. Termination**

The NMSCDCL may, terminate this Contract in whole or in part by giving IA a prior 30 days written notice, indicating its intention to terminate the Contract under the following circumstances:

- 36.1.** Where the NMSCDCL is of the opinion that there has been such Event of Default on the part of IA / IA's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of IA to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
- 36.2.** Where it comes to the NMSCDCL's attention that IA (or IA's Team) is in a position of actual conflict of interest with the interests of the NMSCDCL, in relation to any of terms of IA's Bid, the RFP or this Contract.
- 36.3.** Where IA's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against IA, any failure by IA to pay any of its dues to its creditors, the institution of any winding up proceedings against IA or the happening of any such events that are adverse to the commercial viability of IA. In the event of the happening of any events of the above nature, the NMSCDCL shall reserve the right to take any steps as may necessary, to ensure the effective transition of the sites, pilot site to a successor agency, and to ensure business continuity
- 36.4.** Termination for Insolvency: The NMSCDCL may at any time terminate the Contract by giving written notice to IA, without compensation to IA, if IA becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the NMSCDCL.
- 36.5.** IA may, subject to approval by the NMSCDCL, terminate this Contract before the expiry of the term by giving the NMSCDCL a prior and written notice at least three (3) months in advance indicating its intention to terminate the Contract.
- 36.6.** Termination for Material Breach
- i. In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the NMSCDCL or Implementation agency, as the case may be will have the option to terminate the Agreement.
  - ii. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
    - a. If the Implementation agency is not able to deliver the services as per the SLAs defined in RFP which translates into Material Breach, then the NMSCDCL may serve a thirty (30) days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the NMSCDCL will have the option to terminate this Agreement. Further, the NMSCDCL may after affording a reasonable opportunity to the Implementation agency to explain the circumstances leading to such a breach.



- b. If there is a Material Breach by the NMSCDCL or its nominated agencies which results in not providing support for effecting data migration or not providing the certification of User Acceptance then the Implementation agency will give a one month's notice for curing the Material Breach to the NMSCDCL. After the expiry of such notice period, the Implementation agency will have the option to terminate the Agreement.
- iii. The NMSCDCL may by giving a one month's written notice, terminate this Agreement if a change of control of the IA has taken place. For the purposes of this Clause, in the case of the IA, change of control shall mean the events stated in Clause 12.26, and such notice shall become effective at the end of the notice period as set out in Clause 12.26.
- iv. In the event that IA undergoes such a change of control, NMSCDCL may, as an alternative to termination, require a full Performance Guarantee for the obligations of IA by a guarantor acceptable to NMSCDCL or its nominated agencies. If such a guarantee is not furnished within thirty (30) days of NMSCDCL's demand, the NMSCDCL may exercise its right to terminate this Agreement in accordance with this Clause by giving fifteen (15) days further written notice to the IA.
- v. The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA

### **36.7. Termination for Convenience**

- i. The NMSCDCL may at any time terminate the Contract for any reason by giving the IA a notice of 30 days cure period for termination that refers to this clause.
- ii. Upon receipt of the notice of termination under this clause, the IA shall either as soon as reasonably practical or upon the date specified in the notice of termination:
  - a) cease all further work, except for such work as the NMSCDCL may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
  - b) terminate all subcontracts, except those to be assigned to the NMSCDCL pursuant to Clause 37.7 (ii) (d) (ii) below;
  - c) remove all IA's Equipment from the site, repatriate the IA's personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
  - d) in addition, the IA shall:
    - i. Deliver to the NMSCDCL the parts of the System executed by the IA up to the date of termination;
    - ii. To the extent legally possible, assign to the NMSCDCL all right, title, and benefit of the IA to the System, or Subsystem, as at the date of termination, and, as may be required by the NMSCDCL,
    - iii. Deliver to the NMSCDCL all non-proprietary drawings, specifications, and other documents prepared by the IA as of the date of termination in connection with the System.

### **36.8. Termination of this Agreement due to bankruptcy of Implementing Agency**

The NMSCDCL may serve written notice on Implementation agency at any time to terminate this Agreement with immediate effect in the event that the Implementation agency reporting an apprehension of bankruptcy to the NMSCDCL or its nominated agencies.

### **37. Effects of Termination**

- i. In the event that NMSCDCL terminates this Agreement pursuant to failure on the part of the Implementation agency to comply with the conditions as contained in this Clause and

- depending on the event of default, Performance Guarantee furnished by Implementation agency may be forfeited.
- ii. Upon termination of this Agreement, the Parties will comply with the Exit Management section set out in Clause 26 of this Agreement.
  - iii. In the event that NMSCDCL or the Implementation agency terminates this Agreement, the compensation will be decided in accordance with the Terms of Payment Schedule set out as Payment Schedule section of this Agreement.
  - iv. NMSCDCL agrees to pay Implementation agency for
    - a. all charges for Services Implementation agency provides and any Deliverables and/or system (or part thereof) Implementation Agency delivers through termination and any charges at the tendered rate, for extension period beyond termination as decided by the Nodal Agency, and
    - b. reimbursable expenses Implementation agency incurs through termination.
  - v. If NMSCDCL terminates without cause, NMSCDCL also agrees to pay any applicable adjustment expenses to Implementation agency incurs as a result of such termination (which Implementation agency will take reasonable steps to mitigate).
  - vi. In the event of termination of the Contract under clause 37.7, the NMSCDCL shall pay to the IA the following amounts:
    - a. The Contract Price, properly attributable to the parts of the System executed by the IA as of the date of termination;
    - b. The costs reasonably incurred by the IA in the removal of the IA's Equipment from the Site and in the repatriation of the IA's
    - c. Costs incurred by the IA in protecting the System and leaving the site in a clean and safe condition pursuant to clause 37.7; and
    - d. The cost of satisfying all other obligations, commitments, and claims that the IA may in good faith have undertaken with third parties in connection with the Contract and that are not covered by clause 38 (iv) above.

### **38. Change Control Note (CCN)**

- 38.1.** This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services or products provided by IA and changes to the terms of payment.
- 38.2.** Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A of the CCN (Annex I of this Agreement). CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the NMSCDCL.
- 38.3.** IA and the NMSCDCL while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required
- 38.4.** The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.
- 38.5.** Additional payment due to change in location shall be considered only in those cases where any such change has been made after approval, by the NMSCDCL, of the detailed locations plan prepared by the IA based on actual ground survey and such change results in additional material and or efforts/labour cost.
- 38.6. Quotation**

- 38.6.1. IA shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN, IA shall provide as a minimum:
- a description of the change;
  - a list of deliverables required for implementing the change;
  - a timetable for implementation;
  - an estimate of any proposed change;
  - any relevant acceptance criteria;
  - an assessment of the value of the proposed change;
  - material evidence to prove that the proposed change is not already covered within the scope of the RFP, Contract and Service Levels.
- 38.6.2. Prior to submission of the completed CCN to the NMSCDCL or its nominated agencies, IA shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, IA shall consider the materiality of the proposed change in the context of the Contract, the sites, Service levels affected by the change and the total effect that may arise from implementation of the change.
- 38.6.3. Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided IA meets the obligations as set in the CCN. In the event IA is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party shall be borne by IA. Change requests and CCNs shall be reported monthly to each Party's representative who shall prioritize and review progress.

## **39. Project Implementation Timelines, Deliverables and Payment Terms**

As per RFP Volume II or subsequent corrigendum/addendums

### **39.1. Project Deliverables, Milestones and Timelines**

As per RFP Volume II or subsequent corrigendum/addendums

### **39.2. Payment Terms and Schedule**

As per RFP Volume II or subsequent corrigendum/addendums

## **40. Miscellaneous**

### **40.1. Personnel**

- a) The personnel assigned by Implementation agency to perform the Services shall be employees of Implementation agency, and under no circumstances shall such personnel be considered employees of NMSCDCL or its nominated agencies. The Implementation agency shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.
- b) The Implementation agency shall use its best efforts to ensure that sufficient Implementation agency personnel are assigned to perform the Services and that such personnel have appropriate qualifications to perform the Services. After discussion with Implementation

agency, NMSCDCL or its nominated agencies shall have the right to require the removal or replacement of any Implementation agency personnel performing work under this Agreement based on bonafide reasons. In the event that NMSCDCL or its nominated agencies requests that any Implementation agency personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.

- c) In the event that the NMSCDCL and Implementation agency identify any personnel of Implementation agency as "Key Personnel", then the Implementation agency shall not remove such personnel from the Project without the prior written consent of NMSCDCL or its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
- d) Except as stated in this Clause, nothing in this Agreement or the SLA will limit the ability of Implementation agency to freely assign or reassign its employees; provided that Implementation agency shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. NMSCDCL or its nominated agencies shall have the right to review and approve Implementation agency's plan for any such knowledge transfer. Implementation agency shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.
- e) Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- f) Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

#### **40.2. Independent Contractor**

Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement or the SLA and, except as expressly stated in this Agreement or the SLA, nothing in this Agreement or the SLA shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

- a) Incur any expenses on behalf of the other Party;
- b) Enter into any engagement or make any representation or warranty on behalf of the other Party;
- c) Pledge the credit of or otherwise bind or oblige the other Party; or
- d) Commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent

#### **40.3. Assignment**

- a) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the NMSCDCL and their respective successors and permitted assigns
- b) The Implementation agency shall not be permitted to assign its rights and obligations under this Agreement to any third party
- c) The NMSCDCL may assign or novate all or any part of this Agreement and Schedules/Annexures, and the Implementation agency shall be a party to such novation, to any third party contracted to provide outsourced services to NMSCDCL or any of its nominees

#### 40.4. Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that Implementation agency may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that Implementation agency may include NMSCDCL or its client lists for reference to third parties subject to the prior written consent of NMSCDCL not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

#### 40.5. Notices

- a) Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission
- b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

NMSCDCL Address: *Nashik Smart City Development Corporation Limited (NMSCDCL), Loknete Panditrao Khaire Panchavati Divisional Office, 4th Floor Makhmalabad Naka, Panchavati, Nashik 422003.*

Email: [ceo@nashiksmartcity.in](mailto:ceo@nashiksmartcity.in)

Implementation agency:

Tel:

Fax:

Email:

Contact:

- c) In relation to a notice given under the MSA / SLA, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause
- d) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax or e-mail, provided the copy fax / e-mail is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and seven (7) days from the date of posting (if by letter)
- e) Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date

#### 40.6. Variations and Further Assurance

- a) No amendment, variation or other change to this Agreement or the SLA shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control

Schedule set out in Annex II of this Agreement. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Agreement or the SLA.

- b) Each Party to this Agreement or the SLA agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement or the SLA.

#### **40.7. Severability and Waiver**

- a) If any provision of this Agreement or the SLA, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLA or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLA of any right, remedy or provision of this Agreement or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

#### **40.8. Compliance with Applicable Law**

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Implementation Agency as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Annexure-II of this Agreement.

#### **40.9. Professional Fees**

All expenses incurred by or on behalf of each Party to this Agreement and the SLA, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Agreement or the SLA shall be borne solely by the Party which incurred them.

#### **40.10. Ethics**

The Implementation agency represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of NMSCDCL or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of NMSCDCL standard policies and may result in cancellation of this Agreement, or the SLA.

#### **40.11. Entire Agreement**

This Agreement and the SLA with all schedules & annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

#### **40.12. Amendment**

Any amendment to this Agreement shall be made in accordance with the Change Control Schedule set out in Annexure-II of this Agreement by mutual written consent of all the Parties.

## **B. SPECIAL CONDITIONS OF CONTRACT (SCC)**

- a) All material and quality testing activities shall be carried out by the Implementation Agency at no additional cost to the client, on a sample basis, as per the project requirements and directions of the client. This includes, but is not limited to, the following tests: basic tests on cement (standard consistency, fineness, specific gravity, setting time—initial and final, compressive strength, and soundness), basic tests on coarse and fine aggregates (water absorption, specific gravity, impact value, crushing value, sieve analysis, flakiness/elongation index, fineness modulus, and silt & clay content), concrete tests (compressive strength of cement concrete cubes, mix design including all tests on basic materials, and flexural strength of concrete beams), concrete paving block tests (compressive strength and water absorption for a set of 8 blocks), and bitumen-related tests (penetration, softening point, flash & fire point, specific gravity, viscosity, extraction test, sieve analysis of bituminous mix, Marshall stability and flow measurement, job mix design for BM, DBM & BC with all aggregate tests excluding bitumen, and density test of bituminous core). All testing shall be conducted through NABL-accredited laboratories or as per the instructions issued by the client.
- b) Factory Acceptance Test (FAT) shall be conducted for passive line items including, but not limited to, OFC, duct, DWC pipes, LIU, GI pipes, etc., in the presence of authorized representatives of NMSCDCL. The materials shall be dispatched to the project site only after successful verification by the designated representatives. All expenses related to the conduct of FAT—including travel, accommodation, visa/documentation fees, permissions, and any other incidental costs—shall be borne entirely by the Implementation Agency.
- c) Site Acceptance Test (SAT) shall be conducted and certified by NMSCDCL to ensure that only verified and certified materials, infrastructure, and systems are accepted at the project site.
- d) Third-Party Inspection and/or Audit may be undertaken at any stage of the project execution by an agency or committee appointed on behalf of NMSCDCL. All costs and charges associated with such inspections or audits shall be borne entirely by the Implementation Agency.
- e) Although the proposed OFC length/route have been initially finalized and confirmed by NMSCDCL, the authority reserves the right to modify the length/ route based on actual site feasibility during the contract period. The final Bill of Quantities (BOQ) shall be determined upon acceptance of the detailed site survey report by NMSCDCL.
- f) NMSCDCL reserves the right to blacklist the Bidder at any stage during the contract period in the event of non-performance, failure to fulfil contractual obligations within a reasonable timeframe or any other act deemed detrimental to the project. Such action may be taken without prejudice to other legal remedies available to NMSCDCL under the contract.
- g) Although the proposed OFC length/ route initially finalized by NMSCDCL, the authority reserves the right to revise or modify the same based on actual site conditions and feasibility during the contract period. The final Bill of Quantities (BOQ) shall be determined only after the submission and subsequent acceptance/approval of the detailed site survey report by the Implementation Agency.
- h) Implementation Agency shall be responsible for obtaining the necessary Right of Way (RoW) permissions from the Purchaser or other relevant authorities, at no additional cost, limited to the approved Network Route Plan. Prior to commencing any excavation activities—including duct laying, fiber blowing, and manhole/handhole construction—the Implementation Agency shall notify all concerned authorities and secure all required No Objection Certificates (NOCs) or permissions.



- i) Implementation Agency shall also be solely responsible for obtaining RoW permissions, including fee submissions, from external agencies such as NHAI, PWD, etc., wherever applicable. NMSCDCL shall extend necessary support in facilitating such permissions
- j) The ownership of the entire asset, system, and infrastructure established or created under this project shall rest exclusively with NMSCDCL. NMSCDCL shall retain full and sole rights over all project-related assets, infrastructure, and systems both during the contract period and thereafter, without any limitation or claim from the Implementation Agency or any third party.
- k) The Implementation Agency shall indemnify, defend, and hold harmless NMSCDCL, its officers, employees, and representatives from and against any and all claims, losses, damages, liabilities, penalties, costs, and expenses (including legal fees) arising out of or in connection with any acts of commission or omission by the Implementation Agency, its personnel, subcontractors, or agents during the execution of the project. This includes, but is not limited to, any casualty or personal injury, damage to property, environmental harm, breach of statutory or legal obligations, or violation of any applicable laws or regulations. The obligation to indemnify shall survive the expiration or termination of the contract.
- l) The Implementation Agency shall exercise utmost caution during all excavation activities to prevent any damage to existing underground utilities. This includes, but is not limited to, collecting and reviewing as-built drawings of existing utilities, analyzing survey data for utility locations, and conducting thorough visual inspections of the site prior to execution. In the event of any damage to existing utilities, the Implementation Agency shall be solely responsible for undertaking immediate repairs at its own cost and shall fully indemnify the Owner/Employer against any resulting losses, liabilities, or disruptions
- m) Kindly note that the indicative/estimated quantity provided in the RFP (if any) would be used for evaluation purposes; however the payment would be done on actual usage basis.
- n) The Implementation Agency shall provide two (2) new 7-seater air-conditioned vehicles, each with an estimated monthly running of 3,000 kilometres, including all associated costs for operation, maintenance, fuel, driver, and insurance, for the exclusive use of NMSCDCL throughout the duration of the Contract, until the completion of the Operation and Maintenance (O&M) Period. The vehicles shall be made available within one (1) month from the date of issuance of the Work Order. In the event of failure to provide the vehicles within the stipulated timeframe, a penalty of ₹2,000/- (Rupees Two Thousand only) per vehicle per day shall be imposed by NMSCDCL for each day of non-availability.
- o) The Implementation Agency shall deploy manpower with the requisite skill sets to effectively address and resolve on-site challenges within the prescribed timeframes. This shall include, but not be limited to, the restoration of mechanical damages (e.g., pipeline disruptions and related infrastructure), electrical faults, plumbing issues, and other site-related damages that may arise during the execution and O&M of the project.

## **41. Reporting Procedures**

- 41.1.** IA representative shall prepare and distribute Service level performance reports in a mutually agreed format by the 5th working day of subsequent month. The reports shall include “actual versus target” Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to NMSCDCL management personnel as directed by NMSCDCL.
- 41.2.** Also, IA may be required to get the Service Level performance report audited by a third-party Auditor appointed by the NMSCDCL.

## 42. Issue Management Procedures

DELETED

## 43. Service Level Change Control

### 43.1. General

It is acknowledged that these **Service levels may change as NMSCDCL's business needs evolve over the course of the contract period**. As such, this document also defines the following management procedures:

- a. A process for negotiating changes to the Service Levels
  - b. An issue management process for documenting and resolving particularly difficult issues.
  - c. NMSCDCL and IA management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.
- Any changes to the levels of service provided during the term of this Contract shall be requested, documented and negotiated in good faith by both parties. Either party can request a change.

**43.2. Service Level Change Process:** The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party .Unresolved issues shall also be addressed. IA's representative shall maintain and distribute current copies of the Service Level document as directed by NMSCDCL. Additional copies of the current Service Levels shall be available at all times to authorized parties.

**43.3. Version Control / Release Management:** All negotiated changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

## 44. Governance Law and Dispute Resolution

**44.1.** This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.

**44.2. Mutual Settlement :** If any dispute of any kind whatsoever arises between NMSCDCL and the Contractor in connection the performance of the Works under his Contract whether during the progress of Works or after its completion or whether before or after termination, abandonment or breach of the Contract, the Parties shall seek to resolve any such dispute or difference by mutual consent through amicable settlement.

**44.3. Settlement by CEO, NMSCDCL :**

43.3.1 If the Parties fail to resolve, such a dispute or difference by mutual consent, within 30 (Thirty) days of its arising, then the dispute in the first instance shall be referred to

the Chief Executive Officer (CEO), NMSCDCL who shall provide its written decision within a period of 30(Thirty) days of the dispute being referred to it by either Party.

- 43.3.2 In the event that the CEO, NMSCDCL fails to provide its decision within 30(Thirty) days after being requested as aforesaid, or in the event that either NMSCDCL or the Contractor is dissatisfied with any such decision, as the case may be, either Party may, within 30 (Thirty) days after the date on which such decision is required to be provided in accordance with Clause 43.3.1 above, or the date the decision is provided by the CEO, NMSCDCL, as the case may be refer the matter in dispute to Honorable civil court of Nashik in accordance with Clause 43.4 of the SCC.

**44.4. Disputes Resolution**

- 43.4.1 Dispute (if any) raised out of contract is subject to jurisdiction of the Courts in Nashik only.
- 43.4.2 Notwithstanding anything contained in this Clause 43 of the SCC, the Parties shall continue to perform their respective obligations under the Contract.

- 44.5.** Risk of Loss: For each hardware item, Implementation agency bears the risk of loss or damage till the contractual period.

**45. Legal Jurisdiction**

All legal disputes between the parties shall be subject to the exclusive jurisdiction of the Courts in Nashik only.

**C. SERVICE LEVELS**

As per RFP Volume II

**Proforma A – Detailed Price Schedule**

As per submitted and accepted BoQ (including Corrigendum)

## ANNEXURES

### A. Annexure I: Change Control Note

<b>Change Control Note</b>		<b>CCN Number:</b>
<b>Part A: Initiation</b>		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
<b>Details of Proposed Change</b>		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2 and A3 etc.)		
Authorized by NMSCDCL	Date:	
Name:		
<b>Signature:</b>		
Received by the Bidder	Date:	
Name:		
<b>Signature:</b>		
<b>Change Control Note</b>		<b>CCN Number:</b>
<b>Part B : Evaluation</b>		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.		
<b>Brief Description of Solution:</b>		
<b>Impact:</b>		
<b>Deliverables:</b>		
<b>Timetable:</b>		
<b>Charges for Implementation:</b> (including a schedule of payments)		
<b>Other Relevant Information:</b> (including value-added and acceptance criteria)		
Authorized by the Bidder	Date:	

<b>Name:</b>	
<b>Signature:</b>	
<b>Change Control Note</b>	<b>CCN Number :</b>
<b>Part C : Authority to Proceed</b>	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
<b>Approved</b>	
<b>Rejected</b>	
<b>Requires Further Information</b> (as follows, or as Attachment 1 etc.)	
<b>For NMSCDCL and its nominated agencies</b>	<b>For IA</b>
Signature	Signature
Name	Name
Title	Title
Date	Date

## **B. Annexure II: Change Control Schedule**

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement ("MSA"), Project Implementation Phase, SLA and Scope of Work and Functional Requirement Specifications. Such change shall include, but shall not be limited to, changes in the scope of services provided by the Implementation agency and changes to the terms of payment as stated in the Terms of Payment Schedule.

The NMSCDCL and IA recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The IA will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and NMSCDCL or its nominated agencies will work with the Implementation agency to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions, which will apply to all the changes to this agreement and other documents except for the changes in SLAs for which a separate process has been laid out in the SLA.

This Change Control Schedule sets out the provisions, which will apply to changes to the MSA.

### **CHANGE MANAGEMENT PROCESS**

#### **a) CHANGE CONTROL NOTE ("CCN")**

- i. Change requests in respect of the MSA, the Project Implementation, the operation, the SLA or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Annex I hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.
- ii. The IA and the NMSCDCL or its nominated agencies, during the Project Implementation Phase and the NMSCDCL or its nominated agencies during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the RFP and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set out in this Agreement.
- iii. It is hereby also clarified that any change of request suggested beyond 25% of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 25% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the Implementation agency and accepted by the NMSCDCL or its nominated agencies or as decided and approved by NMSCDCL or its Nominated Agencies. For arriving at the cost / rate for change upto 25% of the project value, the payment terms and relevant rates as specified in Annex III shall apply.

#### **b) Quotation**

- i. The IA shall assess the CCN and complete Part B of the CCN, in completing the Part B of the CCN the IA shall provide as a minimum:

- a) a description of the change
  - b) a list of deliverables required for implementing the change;
  - c) a time table for implementation;
  - d) an estimate of any proposed change
  - e) any relevant acceptance criteria
  - f) an assessment of the value of the proposed change;
  - g) material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work
- ii. Prior to submission of the completed CCN to the NMSCDCL, or its nominated agencies, the Service Provider will undertake its own internal review of the proposal and obtain all necessary internal approvals.
  - iii. As a part of this internal review process, the IA shall consider the materiality of the proposed change in the context of the MSA and the Project Implementation affected by the change and the total effect that may arise from implementation of the change

#### **c) Costs**

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the IA meets the obligations as set in the CCN. In case of recertification due to proposed changes, required cost will be borne by the party that initiated the change. In the event the IA is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the IA.

#### **d) Obligations**

The IA shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. IA will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact. Any costs associated with changes to Software specifications which cannot be arrived at on the basis of the IA's proposal shall be mutually agreed to between the IA and the NMSCDCL.



### C. Annex III: Form of Agreement

This Contract is made at Nashik, Maharashtra, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025,

#### BETWEEN

Nashik Municipal Smart City Development Corporation Limited (NMSCDCL), a company incorporated under the companies act 2013, having its registered office at C/O Nashik Municipal Corporation, Rajiv Gandhi Bhavan, Purandare Colony, Sharanpur, Nashik – 422002 and having its office at Loknete Panditrao Khaire Panchavati Divisional Office 4th Floor Makhmalabad Naka Panchavati, Nashik 422003, Maharashtra and represented by the Chief Executive Officer, NMSCDCL in his/her executive capacity (hereinafter referred to as “**NMSCDCL**” or the “Authority”, which expression shall include its successors and assigns) of the **FIRST PART**;

#### AND

<**NAME OF IMPLEMENTATION AGENCY**>, a company organized and existing under the Section of 2(20) of Companies Act, 2013, having its registered office at <**ADDRESS OF IMPLEMENTATION AGENCY**>, India hereinafter referred to as “**Implementation Agency**” or “**IA**”, (which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees), of the **SECOND PART**.

WHEREAS IA has the required professional skills, personnel and technical resources, and agreed to provide the Services on the terms and conditions set forth in this Contract and RFP (Volume I & II) (hereinafter called “works”) mentioned, enumerated or referred to in certain Contract conditions, specification, scope of work, other Sections of the RFP, covering letter and schedule of prices which, for the purpose of identification, have been signed by the authorized representative on behalf of <**NAME OF IMPLEMENTATION AGENCY**> (IA) and NMSCDCL and all of which are deemed to form part of the Contract as though separately set out herein and are included in the expression “Contract” whenever herein used.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

- e. The NMSCDCL has accepted the tender of IA for the provision and execution of the said works for the sum of INR \_\_\_\_\_ (Rupees \_\_\_\_\_), including all taxes and levies upon the terms laid out in this RFP. (as per Price Schedule attached at Proforma A)
- f. IA hereby agrees to provide Services to NMSCDCL, conforming to the specified Service Levels and conditions set out hereunder.
- g. The following documents attached hereto shall be deemed to form an integral part of this Contract:

<b>Complete Request for Proposal (RFP) document</b>	<i>Volumes I, II and III of the RFP and corrigendum, addendum and clarifications, if any</i>
<b>Price Schedule</b>	<i>Detailed Price Schedule – Proforma A</i>
<b>NMSCDCL SOP</b>	<i>Standard Operating Procedure / Policy Guidelines issued by NMSCDCL from time to time, will have to be adhered to by the IA</i>

- h. The mutual rights and obligations of the “NMSCDCL” and IA shall be as set forth in the Contract, in particular:
  - IA shall carry out and complete the Services in accordance with the provisions of the Contract
  - The “NMSCDCL” shall make payments to IA in accordance with the provisions of the Contract

**NOW THESE PRESENTS WITNESS** and the parties hereto hereby agree and declare as follows, that is to say, in consideration of the payments to be made to IA by NMSCDCL as hereinafter mentioned, IA shall deliver the services for the said works and shall do and perform all other works and things in the Contract mentioned or described or which are implied there from or there in respectively or may be reasonably necessary for the completion of the said works within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the said Contract.

**AND** in consideration of services and milestones, NMSCDCL shall pay to IA the said sum of INR \_\_\_\_ (Rupees \_\_\_\_\_), including all taxes and levies or such other sums as may become payable to IA under the provisions of this Contract, such payments to be made at such time and in such manner as is provided by the Contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signature of each.

Signed  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_

Date :

Place :

**in the presence of :**

Signed  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_  
Place : \_\_\_\_\_

Signed  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_

Date :

Place :

**in the presence of :**

Signed  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_  
Place : \_\_\_\_\_

## **D. Annex IV: Governance Schedule**

**DELETED**

## **E. Annex V: Audit, Access and Reporting**

### **1 PURPOSE**

This Schedule details the audit, access and reporting rights and obligations of the NMSCDCL or its nominated agency and the Implementation agency.

### **2 AUDIT NOTICE AND TIMING**

1. The NMSCDCL or its nominated agency and thereafter during the operation Phase, the NMSCDCL or its nominated agency shall conduct routine audits.
2. The frequency of audits shall be as and when required, provided always that the NMSCDCL or its nominated agency shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Implementation agency.

### **3 ACCESS**

1. The Implementation agency shall provide to the NMSCDCL or its nominated agency reasonable access to employees, IAs, agents and third party facilities as detailed in the RFP, documents, records, project locations, sites and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The NMSCDCL or its nominated agency shall have the right to copy and retain copies of any relevant records. The Implementation agency shall make every reasonable effort to co-operate with them.

### **4 AUDIT RIGHTS**

1. The NMSCDCL or its nominated agency shall have the right to audit and inspect IAs, agents and third party facilities (as detailed in the RFP), server room, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
  - 1.1. The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of NMSCDCL and documentation related thereto;
  - 1.2. That the actual level of performance of the services is the same as specified in the SLA;
  - 1.3. That the Implementation agency has complied with the relevant technical standards, and has adequate internal controls in place; and
  - 1.4. The compliance of the Implementation agency with any other obligation under the MSA and SLA.
  - 1.5. Security audit and implementation audit (if applicable) of the system shall be done, the cost of which shall be borne by the Implementation agency.
  - 1.6. For the avoidance of doubt the audit rights under this Schedule shall not include access to the Implementation agency's profit margins or overheads, any confidential information relating to the Implementation agency' employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the MSA.

## **5 AUDIT RIGHTS OF SUB-CONTRACTORS, IAs AND AGENTS**

1. **REPORTING:** The Implementation agency will provide monthly reports to the NMSCDCL or its nominated agency regarding any specific aspects of the Project and in context of the audit and access information as required by the NMSCDCL or its nominated agency.

## **6 ACTION AND REVIEW**

1. Any change or amendment to the systems and procedures of the Implementation agency, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
2. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the NMSCDCL or its nominated agency and the Implementation agency Project Manager who shall determine what action shall be taken in respect of such discrepancies in accordance with the terms of the MSA.

## **7 RECORDS AND INFORMATION**

For the purposes of audit in accordance with this Schedule, the Implementation agency shall maintain true and accurate records in connection with the provision of the services and the Implementation agency shall handover all the relevant records and documents upon the termination or expiry of the MSA.