

NAGPUR SMART & SUSTAINABLE CITY DEVELOPMENT LIMITED, NAGPUR



Request for Proposal (RFP)

For

**Selection of a Vendor for Addressing Existing
Notification Of Disturbances (NoD's) in Nagpur**

RFP Reference No: 04/eGov/NSSCDCL/2025- 2nd Call

Date: 24th July 2025

Issued by: Nagpur Smart & Sustainable City Development Corporation Limited
(NSSCDCL), Government of Maharashtra

Confidentiality

This document has been circulated for limited circulation only, amongst the interested parties (Bidders) who have requested for the purchase of RFP for Selection of a Vendor for Addressing Existing Notification Of Disturbances (NoD's) in Nagpur. Information shared with Bidders through this document is confidential in nature. Any further circulation of this information without prior permission of Nagpur Smart & Sustainable City Development Limited, Nagpur (NSSCDCL) is prohibited and shall attract punishment/ penalties.

Disclaimer

1. NSSCDCL has issued this Request for Proposal (hereinafter referred to as “RFP”) for Selection of a Vendor for Addressing Existing Notification Of Disturbances (NoD's) in Nagpur at NSSCDCL on such terms and conditions as set out in this RFP document, including but not limited to the Technical Specifications set out in different parts of this RFP document.
2. This RFP has been prepared with an intention to invite prospective Applicants/ Bidders and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the Bidders(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for NSSCDCL to consider the investment objectives, financial situation and particular needs of each Bidders.
3. NSSCDCL has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents shall be required to confirm in writing that they have done so, and they do not solely rely on the information contained in this RFP in submitting their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by NSSCDCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidders may require.
4. This RFP is not an agreement by and between NSSCDCL and the prospective Bidders or any other person. The information contained in this RFP is provided on the basis that it is non-binding on NSSCDCL, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. NSSCDCL makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Bidder is advised to consider the RFP document as per his understanding and capacity. The Bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters/ sectors appearing in the document or specified work. Bidders are also requested to go through the RFP document in detail and bring to notice of NSSCDCL any kind of error, misprint, inaccuracies, or omission in the document. NSSCDCL reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. NSSCDCL also reserves the right to decline to discuss the Project further with any party submitting a proposal.
5. No reimbursement of cost of any type shall be paid to persons or entities submitting a Proposal. The Bidders shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NSSCDCL, or any other costs incurred in connection with or relating to its Bid.
6. This issue of this RFP does not imply that NSSCDCL is bound to select and pre-qualify Bids for Bid Stage or to appoint the Selected Bidders, as the case may be, for the project and NSSCDCL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
7. NSSCDCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
8. NSSCDCL, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise,

including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Bidders for participation in the Bidding Process) towards any Applicant or Bidders or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.

9. NSSCDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidders upon the statement contained in this RFP.
10. Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to NSSCDCL. Such suggestions, after review by NSSCDCL may be incorporated into this 'Request for Proposal' as a corrigendum which shall be uploaded onto the e-tender website (<https://mahatenders.gov.in/>) and NSSCDCL website:

Abbreviations & Definitions

Terminology	Meaning
Authorized Signatory	The Bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format.
Bidders / Service Provider / Vendor / SI / Agency	The Organization on whose behalf the tender response has been submitted.
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.
Business Day	Any day that is not a Sunday or a public holiday and starts at 9.30 AM
CEO	Chief Executive Officer
Contract	Tender and all Annexes thereto, the Agreement entered into between the selected Bidders together with the NSSCDCL as recorded in the Contract form signed by the Purchaser and the Bidders including all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time
Contract Value	The price payable to the Bidders under this Contract for the full and proper performance of its contractual obligations.
Document	Any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer-generated micro fiche
Effective Date	The date on which this Contract comes into force. This Contract shall come into force and effect on the date (the "Effective Date") of the Purchaser's notice to the SI instructing the SI to begin carrying out the activities

Terminology	Meaning
Goods	All software, products accessories and/or other material / items which the SI is required to install and maintain under the contract. Goods also mean the hardware that the Bidders intends to request NSSCDCL for purchase/ Rent/Lease for successful implementation of the solution other than the already procured hardware by NSSCDCL
IT	Information Technology
LoI	Letter of Intent
NSSCDCL	Nagpur Smart & Sustainable City development corporation
Purchaser	NSSCDCL ('NSSCDCL'), and its successors and assignees.
RFP	Request For Proposal
Selected Bidders	Organization(s) selected by Purchaser as a result of the tendering process described in this tender document
Services	Services to be provided as per the requirements / conditions specified in this tender / contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under the Contract.
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
TQ	Technical Qualification

Definitions

1. **Affected Party** shall mean the party claiming to be affected by a Force Majeure event in accordance with Section 12.7.
2. **Agreement** shall mean this Agreement and including schedules hereto. (i) Request for Proposal (RFP) (ii) Bidder's submission to RFP (iii) terms and conditions of Agreement (iv) work specifications (v) offer of the Bidders (vi) schedules to the Agreement (vii) any correspondence exchanged with respect to this Agreement or additional document constituting part of the Agreement.
3. **Applicable Law** shall mean all laws in force and effect, as of date hereof and which may be publicized or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project.
4. **Applicable permits** shall mean all clearances, permits, authorizations, consents, and approvals required to be obtained or maintained by the Service Provider under applicable law, in connection with the project during the subsistence of this Agreement.
5. **Appointed Date** shall mean the date of signing of this Agreement between the Service Provider and NSSCDCL.
6. **Authority** shall mean any agency, legislative, judicial, or executive authority, public or statutory person, whether autonomous or not, of the GoI (Government of India) or GoM (Government of Maharashtra) or any local authority including the NSSCDCL, its division or any other sub-division or instrumentality or any thereof.
7. **Availability** shall mean that the asset is available and functioning as specified in the Scope of Work
8. **Bidders** shall mean a Bidding Company, which has submitted a Bid in response to this RFP Document.
9. **Commercial Operations Date (COD)** shall be the date on which the Project Officer has issued the Readiness Certificate for Go-Live of Integrated ERP Solution for NSSCDCL
10. **Contract Period** shall mean a period of 03 months of the Project from the Appointed Date.
11. **Consortium** shall mean the consortium to which the Project has been awarded, consisting of details of members the Consortium and acting pursuant to the Joint Bid Agreement.
12. **Emergency** shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the project or which poses an immediate threat of material damage to any of the Project and Project Facilities.
13. **Encumbrance** shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the project, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges.
14. **Fee** shall mean the amount quoted in Indian Rupees by the Service Provider and payable by NSSCDCL to the Service Provider in consideration for the Project.

15. **Good Industry Practice** shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations as under this Agreement, which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof, of any of them of a project similar to that of the project.
16. **Government Agency** shall mean Government of India (GoI), Government of Maharashtra (GoM), Corporation of Nagpur or any other state government or central government department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state or local, having jurisdiction over the Service Provider, or the performance of all or any of the services or obligations of the Service Provider under or pursuant to this Agreement.
17. **Letter of Award (LoA)** shall mean the letter issued by NSSCDCL to the successful Bidders, post the successful completion of the bidding process.
18. **Material Adverse Effect** shall mean a material adverse effect on (a) the ability of the Service Provider to exercise any of its rights to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.
19. **Material Breach** shall mean a breach by either party of any of its obligations under this Agreement which has or is likely to have a material adverse effect on the project and which such party shall have failed to cure.
20. **Parties** means the parties to the agreement and “party” means one of them, as the context may admit or require.
21. **Performance Security** means the deposit provided by the Service Provider as a guarantee for the performance of its obligations.
22. **Person** means (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or government agency or any other legal entity.
23. **Preferred Bidders** shall mean the Bidders who was declared L1 and will be awarded LoI / LoA for the project.
24. **Preliminary Notice** shall mean the notice of intended termination by the party entitled to terminate this Agreement to the other party setting out, inter alia, the underlying event of default.
25. **Project** shall mean Selection of a Vendor for Addressing Existing Notification Of Disturbances (NoD's) in Nagpur in accordance with the provisions of this Agreement.
26. **Project Agreements** shall mean collectively this Agreement and any other material contract (other than any commercial agreement with the users) entered into or may enter into by the Supplier in connection with the Project.
27. **Proposal/ Request for Proposal (RFP)** shall mean the ‘Request for Proposal Document’, dated as mentioned in data sheet issued by NSSCDCL to the interested Bidders in the proposal stage, as amended and modified from time to time together with all Annexures, Schedules, Maps along with such common set of deviations, corrigendum, addendum, amendments which have been issued from time to time.

28. **Project Officer** shall mean a NSSCDCL official appointed for supervision and monitoring of compliance by the Service Provider with commissioning requirements, more particularly to undertake, perform, carry out the duties, responsibilities, services and activities set forth in the work specifications.
29. **Project Area** shall mean jurisdiction of NSSCDCL.
30. **Project Facilities** shall mean facilities provided by NSSCDCL to Service Provider for undertaking the Project.
31. **Rupees” or “Rs.”** refers to the lawful currency of the Republic of India.
32. **Service Provider** means M/s.-----, a company having its registered office in ----- who has been appointed as “Service Provider” by NSSCDCL for the Project, includes the Service Provider’s personnel, representatives, successors and permitted assignees.
33. **Sub-Contractor** shall mean any person with whom the Service Provider has entered into/may enter into any material contract in relation with the requirements for this project.
34. **Tax** shall mean and include all taxes, fees, cesses, levies that may be payable by the Service Provider under the applicable law.
35. **Termination** shall mean the early termination of this Agreement pursuant to termination notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.
36. **Termination Date** shall mean the date specified on the termination notice as the date on which the termination occurs.
37. **Termination Notice** shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.
38. **Working Day** shall mean 16 hours (2 shifts of 8 hours) in a day. A month will comprise of 30 working days.

Interpretations

In this RFP, unless the context otherwise requires:

1. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transaction entered into herein under;
2. References to Applicable Laws shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
3. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
4. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
5. The words “include” and “including” are to be construed without limitation;
6. Any reference to a day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
7. The schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
8. Any reference at any time to any Agreement, deed, instrument, license or document of any description shall be construed as reference to that Agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
9. Reference to recitals, clause(s), sub-clause(s), or schedule(s) in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, clause(s), sub-clause(s), and schedule(s) of or to this Agreement;
10. Any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any other party or by Project Officer shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such party or Project Officer in his behalf and not otherwise;
11. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days and dates.

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1 Invitation for Proposal

1. NSSCDCL hereby invites Proposals for Selection of a Vendor for Addressing Existing Notification Of Disturbances (NoD's) in Nagpur for a Period of 03 months. NSSCDCL reserves the rights to extend this contract based on mutual consent for a period of 03 months subject to successful performance delivery.
2. The bidding document shall be considered valid for participation in the electronic bidding process (e-Tender) subject to the submission of required tender/ bidding document fee and EMD
3. Bidders are 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.
4. Bidders who wish to participate in this bidding process must register on the e-tender portal.
5. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e., TCS, Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
6. A Two envelope selection procedure shall be adopted.
7. Bidders (authorized signatory) shall submit their offer online in electronic formats for technical and financial proposal.
8. NSSCDCL will not be responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete bid proposal, well advance in time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems. For queries related to e-tender portal, kindly contact the Project Officer;
9. Bidders are also advised to refer "Bidders Manual Kit" available at the e-tender portal for further details about the e-tender process.

1.1 Data Sheet

Particular	Description
Online Tender Fee (including GST) (non-refundable)	INR 3000 + Applicable GST to be paid through https://mahatenders.gov.in
Earnest Money Deposit (EMD) to be submitted online	INR 16 Lac to be paid through https://mahatenders.gov.in
Name & Address of the Procuring Entity	Chief Executive Officer, NSSCDCL, Nagpur Smart City Office, 7 th Floor New Administrative Building, Nagpur Municipal corporation, Civil Line, Nagpur - 440001
Name & contact details of Project Officer	Dr. Sheel Ghule GM, E-Governance NSSCDCL, Nagpur Maharashtra, India

Selection of a Vendor for Addressing Existing Notification Of Disturbances (NoD's) in Nagpur

Particular	Description
	Phone: +91 94221 35947 Email: ghulesheel@gmail.com
Name of Work	Selection of a Vendor for Addressing Existing Notification Of Disturbances (NoD's) in Nagpur
Period of Contract	03 months
Bid Procedure	Step 1: Opening of Envelope A (Technical Bid) Step 2: Opening of Envelope B (Commercial Bid)
Eligibility Criteria	As mentioned in Section 4.4
Period of on-line availability of RFP Document (Start/End Date)	Start Date: - 25/07/2025, 18.00 Hrs.
	End Date: - 31/07/2025, 18.00 Hrs.
Pre-bid Meeting	28/07/2025 15.00 Hrs.
Pre-bid Queries	The queries regarding this RFP document can be mailed to ceonsscdcl@gmail.com before 27/07/2025 up to 18.00 Hrs.
Start Date for submission of Online Bids	25/07/2025, from 12.00 Hrs.
Last Date for submission of Online Bids	31/07/2025 up to 18.00 Hrs.
Last date of Submission of Hardcopy of Bid documents	31/07/2025 up to 18.00 Hrs. (Technical Bid only)
Date and time of Bid Opening	01/08/2025 up to 18.00 Hrs.
Bid Validity	180 days
Submission of Hardcopy of Bid	Bidders are required to submit one set of hardcopy of bid documents (signed and stamped by Authorized Signatory) to the office of NSSCDCL by 31/07/2025 up to 18.00 Hrs. It is mandatory for the Bidders to submit the hardcopy.

2 Request for Proposal – Process

2.1 Consortium

Consortium is not allowed in this tender.

2.2 Earnest Money Deposit

Bidders are requested to submit the EMD as per Data Sheet. The scan copy of the same is to be uploaded at the time of online bid submission. If the Bidders fails to submit the EMD or any deviation found from the uploaded scan copy, then the Bidders will be disqualified from further bidding process.

1. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Bidders on the amount of the EMD.
2. Bids submitted without adequate EMD will be liable for rejection.
3. The EMD of unsuccessful Bidders shall be returned by NSSCDCL, without any interest, as promptly as possible on acceptance of the proposal of the selected Bidders or when NSSCDCL cancels the bidding process.
4. EMD of Successful Bidders will be returned after the award of contract and submission of the Performance Bank Guarantee within specified time.
5. NSSCDCL shall not be liable for delays caused in EMD refund due incorrect/ inactive beneficiary account details.
6. EMD shall be non-transferable.
7. The EMD may be forfeited:
 - a) If a Bidders submits a non-responsive bid
 - b) If a Bidders withdraws his bid or increases the quoted contract period during the period of bid validity or its extended period, if any.
 - c) If successful Bidders fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
 - d) If a Bidders engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
 - e) If during the bid process, a Bidders indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation. The decision of the NSSCDCL regarding forfeiture of the Bid Security shall be final and binding upon Bidders.
 - f) If during the bid process, any information is found false/ fraudulent/ mala fide, then the bid is liable for rejection and, if deemed fit, NSSCDCL can initiate appropriate action

2.3 Contact Details

For any clarifications & communication with reference to the RFP documents, the Bidders are expected to communicate with the Project Officer.

2.4 Pre-Bid queries on RFP

Bidders shall send in their pre-bid queries as prescribed in the format specified in Section 13.5 of this RFP to the contact address (as provided in the Data Sheet) at which the bids are to be submitted. The response to the queries will be published on e-tender portal. No telephonic queries will be entertained. This response of NSSCDCL shall become integral part of RFP document. The Project Officer notified by NSSCDCL will endeavor to provide timely response to all queries. However, NSSCDCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NSSCDCL undertake to answer all the queries that have been posed by the Bidders.

2.5 Supplementary Information/ Corrigendum/ Amendment to the RFP

At any time prior to the deadline (or as extended by NSSCDCL) for submission of bids, NSSCDCL for any reason, whether at its own initiative or in response to clarifications requested by the Bidders, may modify the RFP document by issuing amendment(s) or issue additional data to clarify the provisions of this RFP. Such supplements/ corrigendum to the RFP issued by NSSCDCL would be displayed on e-tender portal. Any such supplement / corrigendum / amendment shall be deemed to be incorporated by this reference into this RFP.

Any such supplement / corrigendum / amendment will be binding on all the Bidders. NSSCDCL will not be responsible for any misinterpretation of the provisions of this RFP document on account of the Bidder's failure to update the Bid documents based on changes announced through the website.

In order to allow Bidders a reasonable time to take the supplement / corrigendum / amendment(s) into account in preparing their bids, NSSCDCL, at its discretion, may extend the deadline for the submission of bids.

2.6 Completeness of Response

- i. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- ii. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidders 's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

2.7 Proposal Preparation Cost

The Bidders 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 NSSCDCL to facilitate the evaluation process, and in negotiating a definitive Service Level Agreement (SLA) and all such activities related to the Bid process. This RFP does not commit NSSCDCL to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the Contract for the Project.

2.8 Right to termination

NSSCDCL may terminate the RFP process at any time and without assigning any reason. NSSCDCL makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by NSSCDCL. The Bidders participation in this process may result in NSSCDCL selecting the Bidders to engage towards execution of the contract. In the event of such termination, EMD of all Bidders shall be returned by NSSCDCL, without any interest.

2.9 Authentication of Bids

The original Bid will be signed by a Bidders person duly authorized to bind the Bidders to the Contract. A letter of authorization in the name of the person signing the Bid shall be supported by a written Power-of-attorney accompanying the Bid.

2.10 Interlineation of bids

The Bid shall contain no interlineations or erasures. In case of any overwriting, the place needs to be signed by the Authorized signatory.

2.11 Late Bids

Bids received after the due date and the specified time (including the extended period, if any) for any reason whatsoever, shall not be entertained.

2.12 Deviation From RFP

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

3 Bid Submission Instructions

3.1 Online Bid Submission

1. The Bidders shall submit the bid online through the e-tender portal (Mahatenders).
2. To view the Bid related documents, kindly visit the e-tender portal.
3. The bids submitted by the Bidders shall comprise of the following Two envelopes:
 - a) A Two envelope/ cover system shall be followed for the bid –

Envelope A: Tender Fees, EMD & Technical Bid and supporting for technical Criteria with any other documents as asked and required.

Envelope B: Commercial bid

- b) The Bid shall include the following documents: -

S. No.	Documents Type	Document Format
Tender Fee & EMD and Technical Bid Documents - Envelope –A		
1	Tender Fee	Scanned copy of Deposit Receipt
2	EMD	Scanned copy of the receipt of online payment
3	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Section 4.4 & Section 13.12 of this RFP.
Commercial Bid - Envelope –B		
1.	Commercial Bid	The Commercial Bid shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Section 4.5 and Section 13.14 of this RFP.

- c) The Bidders should ensure that all the required documents, annexures as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ content may lead to the rejections of the bid proposal submitted by the Bidders.
- d) The Bidders shall submit the hardcopy of the bid, scanned copy EMD to the NSSCDCL office as mentioned in Data Sheet. **Every page of the hardcopy has to be duly signed by the Authorized Signatory of the Bidders.**

4. NSSCDCL will not accept delivery of Proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
5. It is required that all the Bids submitted in response to this RFP should be unconditional in all respects, failing which NSSCDCL reserves the right to reject the Bid.

***Important - Please note every page of the Technical and Commercial Offer shall be signed by the Authorized Person the Bidders.**

3.2 Validity of proposal

The Proposals shall be valid for a period of six months from the last date of submission of Bid. A Proposal valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, NSSCDCL may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by email.

3.3 Corrections errors in Commercial Bid

1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the Commercial Bids are received by NSSCDCL.
2. The quoted price shall be corrected for arithmetical errors.
3. In cases of discrepancy between the prices quoted in words and in figures, the price quoted in words shall prevail.
4. The amount stated in the Commercial Bid, adjusted in accordance with the above procedure and as stated in Section 13.14 of this RFP, shall be considered as binding on the Bidders for evaluation.

3.4 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 Proposal, the English translation shall govern. If any document evidence for 'Experience' is in other languages, a true translation of the copy attested by Notary shall be enclosed.

3.5 Conditions under which RFP is issued

1. This RFP is not an offer and is issued with no commitment. NSSCDCL reserves the right to withdraw the RFP and change or vary any part thereof at any stage. NSSCDCL also reserves the right to disqualify any Bidders should it be so necessary at any stage.
2. Timing and sequence of events resulting from this RFP shall ultimately be determined by NSSCDCL.
3. No oral conversations or agreements with any official, agent, or employee of NSSCDCL shall affect or modify any terms of this RFP and any alleged oral Agreement or arrangement made by a Bidders with any NSSCDCL, agency, official or employee of NSSCDCL shall be superseded by the definitive Agreement that results from this RFP process. Oral communications by NSSCDCL to Bidders shall not be considered binding on it, nor shall any written materials provided by any person other than NSSCDCL.

4. Neither the Bidders nor any of the Bidder's representatives shall have any claims whatsoever against NSSCDCL or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service Agreement with the Bidders in accordance with the terms thereof).
5. Until the Contract is awarded and during the currency of the Contract, Bidders shall not, directly or indirectly, solicit any employee of NSSCDCL to leave NSSCDCL or any other officials involved in this RFP process in order to accept employment with the Bidders, or any person acting in concert with the Bidders, without prior written approval of NSSCDCL.

3.6 Right to the content of proposal

All Proposals and accompanying documentation of the Technical Bid will become the property of NSSCDCL and will not be returned after opening of the Technical Bids. NSSCDCL is not restricted in its rights to use or disclose any or all of the information contained in the Proposal and can do so without compensation to the Bidders. NSSCDCL shall not be bound by any language in the Proposal indicating the confidentiality of the Proposal or any other restriction on its use or disclosure.

3.7 Non-conforming proposal

A Proposal may be construed as a non-conforming Proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP.
- b. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of NSSCDCL.
- c. All the bid submitted by the Bidders shall conform to the prevailing Procurement policies of Government of Maharashtra.

3.8 Disqualification

The Proposal is liable to be disqualified in the following cases or in case the Bidders fails to meet the bidding requirements as indicated in this RFP:

1. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Proposal.
2. During validity of the Proposal, or its extended period, if any, the Bidders increases his quoted prices.
3. The Bidders qualifies the Proposal with his own conditions.
4. Proposal is received in incomplete form.
5. Proposal is received after due date.
6. Proposal is not accompanied by all the requisite documents.
7. Proposal is not accompanied by the appropriate EMD.
8. If the Bidders provides quotation only for a part of the Project.

9. Information submitted in Technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any.
10. Commercial Bid is enclosed with the Technical Bid.
11. Bidders tries to influence the Proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
12. In case any Bidder submits multiple Proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Proposals/ Bidders are withdrawn upon notice immediately.
13. Bidders fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a Contract within 15 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the NSSCDCL.
14. Any Bid received by NSSCDCL after the deadline for submission of Bids shall be declared late and will be rejected and returned unopened to the Bidders at the discretion of NSSCDCL. The validity of the bids submitted before deadline shall be till 180 days from the date of opening of the Commercial Bid.
15. While evaluating the Proposals, if it comes to the NSSCDCL or its nominated agency's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of Proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by the NSSCDCL.
16. If the EMD & Technical Bid contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the Bid.

3.9 Acknowledgement of understanding

By submitting a Proposal, each Bidders shall be deemed to acknowledge that he has carefully read all Sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

3.10 Fraud And Corrupt Practices

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Lol and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, in the Lol, the Agreement, the Authority may reject a Bid, withdraw the Lol, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidders or Service Provider, as the case may be, if it determines that the Bidders or Service Provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) and/or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement or otherwise.

2. Without prejudice to the rights of the Authority under the Section 13.10 hereinabove and the rights and remedies which the Authority may have under the Lol or the Agreement, or otherwise, if a Bidders or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the Lol or the execution of the Agreement, such Bidders or Service Provider shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (three) years from the date such Bidders or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Lol or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.11 Site visit by Bidders

The Bidders may visit and examine the office of NSSCDCL at a time to be agreed with NSSCDCL and obtain for itself on his own responsibility all information on the existing processes and functioning of NSSCDCL that may be necessary for preparing the Bid document. The Bidders may carry out this site visit after obtaining written permission of NSSCDCL. The

visit may not be used to raise questions or seek clarification on the RFP. All such queries or clarifications must be submitted in writing. The cost of such visits to the site(s) shall be at the Bidders own expense.

4 Bid Opening and Evaluation Process

4.1 Bid Evaluation Committee

- i. The Bid Evaluation Committee constituted by the NSSCDCL shall evaluate the bids.
- ii. The Bid Evaluation Committee shall evaluate the Tender Fee, EMD, and Technical Bid (Envelope A) & Commercial Bid (Envelope B) and submit its recommendation to the Competent Authority whose decision shall be final and binding upon the Bidders.

4.2 Overall Evaluation Process

- i. In the first stage, Technical Bid (Envelope A) would be opened. The EMD of the Bidders shall be opened on the same day and time, on which the Technical Bid is opened, and bids not accompanied with the requisite EMD or whose EMD is not in order shall be rejected.
- ii. In the second stage, Commercial Bid of those Bidders who qualify as per the technical 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.
- iii. The lowest financial proposal should be the L1 Bidders and shall be declared the Preferred Bidders.
- iv. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- v. The Bidders shall provide required supporting documents with respect to the technical evaluation as per the criteria mentioned in Section 4.4 and Formats mentioned in Section 13.12 of this RFP.
- vi. The bid documents submitted online will only be considered for the assessment. The hardcopy of the bid will only be referred in case any documents in the online bids are found to be illegible. In case any discrepancy is found between online & hardcopy of bid, then the online bid will prevail.

4.3 Clarification for Bids

During the bid evaluation, Authority may at its own discretion, ask the Bidders 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. Authority is entitled to ask for clarifications as many times as required from the Bidders to the satisfaction of the Bid Evaluation Committee.

4.4 Technical Bid (Envelope A)

The evaluation of the Technical Bids will be carried out in the following manner:

- a. The Bidder's technical solution will be evaluated as per the requirements and evaluation criteria as spelt out in Section 4.4 of this RFP. 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, Annexures as mentioned in the RFP other than Commercial offer) as required for technical evaluation.

- i. **Similar Works** in the criteria has been defined as “The work of laying of Optical Fiber Cable / HDPE Pipes / Power Cables / CAT – 6 Cables by open trenching or HDD in Various Central / State Government Departments including Central / State Public Sector Undertakings and other reputed Telecom Service providers. The works can also include installation / dismantling of poles / cameras / VMS & PIS Boards / Field Assets of IT.”
- b. At any time during the Bid evaluation process, the Committee may seek clarifications from the Bidders.
- c. The Committee reserves the right to do a reference check of the past project experiences stated by the Bidders. Any feedback/input received during the reference check shall be considered during the technical evaluation process.
- d. The technically shortlisted Bidders will be informed of the date and venue of the opening of the Commercial Bid (Envelope B) through a written communication

4.4.1 Technical Qualification Criteria

The minimum eligibility criteria that should be satisfied by the Bidder are mentioned below. The formats for the Qualification documents are given in Annexures of this RFP, unless specified otherwise.

Sr. No.	Criteria	Supporting Documents
PQ – 1	The Bidder should be registered under Companies Act, 1956 or as amended. The Bidder should be in operation in India for a period of at least 10 years as on 31st April 2025.	The Bidder: - Copy of Certification of Incorporation / Registration Certificate - GST registration - Power of Attorney, Board of Resolution & Anti Collusion Certificate (Section 13.6, 13.7 & 13.8) duly signed by the authorized signatory, holding a written special power of attorney for this bid on a stamp paper, authorizing the bidder to incur liabilities and the entire execution of the Contract, including but not limited to payments.
PQ – 2	The Bidder should have an average annual turnover of minimum INR 2.5 Cr. from Similar Works over the last three financial years as per Section 13.3.	The Bidder: - Audited financial statements for the last three financial years. - Certificate from the Statutory Auditor / CA on turnover details over the last three (3) financial years.

		3. PAN Card & GST Registration of Bidder
PQ – 3	Bidder should have positive net worth as per the audited consolidated financial statements as on 31st March 2024 as per Section 13.4.	The Bidder should submit: 1. Certificate from the Statutory Auditor / CA on net worth
PQ – 4	The Bidder should have an - Office in Maharashtra - Should furnish an undertaking to open a Project office in Nagpur with all required facilities for its team within one month of signing the contract, if project is awarded	The Bidder should submit 1. List and address of offices in Maharashtra with GST registration OR Undertaking (Section 13.9) from authorized signatory to open the local office with GST registration. within 90 days from issuance of LOA/ award of contract
PQ – 5	The Bidder should not have been blacklisted by any State / Central Government Department or Central /State PSUs / ULBs as on bid submission date.	The Bidder should submit 1. As per Section 13.15.
PQ – 6	The Bidder fulfil one of the criteria mentioned below regarding Similar Works in India with a minimum project value during last seven years as on the bid submission date: 1 project: Project Value $\geq$ INR 6 Cr. OR 2 Projects: Project Value $\geq$ INR 4.5 Cr. each OR 3 Projects: Project Value $\geq$ INR 3 Cr. each	Bidder/any Member of Consortium: 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead. 3. In case of on-going project, a partial completion certificate from the Competent Authority designated by client on client's letter head mentioning the relevant scope of Work, having received payment OR quantum of 'Minimum Project Value' of the partially completed project.
PQ – 7	Bidder should have: Minimum 10 full time Supervisors, Engineers / Technicians; and	Certificate from the Head of HR Department or equivalent on bidding entity's letter head countersigned by authorized signatory for this

	Minimum 2 Network Engineers as per the requirement mentioned in Section 8 on payroll of the Bidder working in the Similar Works as per Section 4.4.	- bid holding written special power of attorney on stamp paper. - CVs of the required manpower as mentioned in Section 8
PQ – 8	Self-Declaration - The Bidder should not be insolvent, in receivership or bankrupt as on the date of bid submission	Self-declaration (Section 13.15) to be submitted on bidder's letter head. In case of consortium, this needs to be provided by each of the consortium member.
PQ – 9	No Deviation Certificate	Bidder shall submit a copy of the No Deviation Certificate (Section 13.16)
PQ – 10	Integrity Pact	Bidder shall submit a copy of the Integrity Pact as per Section 13.21. In case of consortium, this needs to be provided by each of the consortium member.

Note:

- a) Only the Bidders who pass all the qualification criteria as mentioned above would qualify for commercial evaluation stage. Failing to provide relevant documentation shall lead to rejection of the Technical Bid.
- b) The Bidder's responses shall be appropriately recorded and scored.
- c) Committee's decision on any matter regarding evaluation of the Bidders shall be final.

4.5 Commercial Bid (Envelope C)

- After evaluation of Technical Bids, NSSCDCL will publish a list of Qualified Bidders whose Commercial Bids shall be opened.
- Only the Total Cost (d) in the Commercial Bid (Section 13.14) will be taken up for selection of L1 Bidders.
- The lowest financial proposal would be the L1 Bidders and shall be declared the Preferred Bidders.

5 Award of Contract

5.1 Award Criteria

Post the evaluation process indicated in Section 4 above, NSSCDCL will award the Contract to the Bidders, who has the lowest financial proposal as per the Commercial Bid mentioned in Section 13.14.

5.1.1 Empanelment

Bidders who have participated in this tender shall be considered for empanelment, which will be undertaken by the Authority at its discretion. The empanelment will be structured in a multi-tier format—**Tier A**, **Tier B**, and **Tier C**—with **Tier A** representing the preferred category. Classification will be based on the financial quotes, technical submissions received

under this tender, and any additional evaluation parameters as may be determined by the Authority. The commencement of this process will be formally communicated to all eligible bidders by the Authority.

5.2 Right to accept any Proposal and to reject any or all Proposals

NSSCDCL reserves the right to accept or reject any Proposal, and to annul the tender process and reject all Proposals at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or Bidders(s) or any obligation to inform the affected Bidders or Bidders(s) of the grounds for NSSCDCL or its nominated agency's action.

5.3 Notification of Award

Prior to the expiration of the validity period, NSSCDCL will notify the Successful Bidders that its Proposal has been accepted by issuance of a Letter of Intent in writing. Post signing of contract, the successful Bidder is referred as Vendor (SI) in this document.

5.4 Conditions Precedent for the Bidders

The Bidders shall be required to fulfill the Conditions Precedent within 15 Business Days from issue of the Letter of Intent to the Bidders. The Conditions Precedent are as follows:

1. Submission of PBG as prescribed in the RFP Section 13.19.

5.5 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 the Master Service Agreement (MSA).

5.6 Non-fulfillment of the Bidder's Conditions Precedent

1. In the event that any of the conditions precedent of the Bidders have not been fulfilled within 15 Business Days from the date of issue of Letter of Intent and the same have not been waived fully or partially by NSSCDCL, the MSA shall cease to exist;
2. In the event that the MSA fails to come into effect on account of non-fulfillment of the Bidders conditions precedent, NSSCDCL shall not be liable in any manner whatsoever to the Bidders and NSSCDCL shall forthwith forfeit the EMD / PBG submitted by the Bidders.

5.7 Contract Period

The validity of the period of the Contract will be for 03 months from the day work order is awarded. The Project would start from the date of issue of work order by NSSCDCL. The rights hereby granted is for a period of 03 months commencing from the date of issue of work order during which the Service Provider is authorized to operate and maintain the Project in accordance with the provisions hereof. Provided that in the event of termination, the Contract Period shall mean and be limited to the period commencing from the date of issue of work order and ending with the Termination Date. NSSCDCL reserves the rights to extend this contract based on mutual consent for a period of 03 months subject to successful performance delivery. In case of a mutually agreed extension for 03 months, the Bidder is expected to bear all replacement costs to ensure the project assets are under support for the extended period. The % increase in the cost for renewal of

contract i.e., after completion of 03 months contracted, would be mutually decided between the Vendor and NSSCDCL with well-defined responsibilities in this RFP.

5.8 Signing of Contract

Master Service Agreement (MSA) will be signed as per RFP, after selection of Bidders. NSSCDCL shall have the right to annul the award in case there is a delay of more than 15 business days in signing of Contract from the date of issue of work order by NSSCDCL, for reasons attributable to the selected Bidders, also the EMD of the successful Bidders would be forfeited.

5.9 Failure to agree with Terms and Conditions of this RFP

Failure of the successful Bidders to agree with the terms & conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NSSCDCL may call for new Proposals and invoke the Performance Bank Guarantee of the successful Bidders (Vendor) executing the project.

5.10 Performance Bank Guarantee

1. Performance Bank Guarantee is governed for supplies and services as follows:

- a. Bidders shall carry out the Services in conformity with the MSA, the RFP, generally accepted professional and technically accepted norms relevant to such Projects and to the entire satisfaction of NSSCDCL.
- b. The Earnest Money deposited at the time of Bid submission would be given back to the Bidders on submission of Performance Bank Guarantee in the form of Bank Guarantee.

2. Bidders shall deposit the Performance Security as follows:

- a. The successful Bidders shall at his own expense, deposit with NSSCDCL Performance Bank Guarantee of 10% of the Total Contract Value.
- b. The Performance Bank Guarantee should be furnished within 14 Business Days from the date of issue of Letter of Intent.
- c. At the end of the Contract, the Performance Bank Guarantee may be discharged/ returned by NSSCDCL upon being satisfied that there has been due performance of the obligations of the successful Bidders under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- d. NSSCDCL shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - Any amount imposed as a fine by NSSCDCL for irregularities Committed by the Bidders
 - Any amount which NSSCDCL becomes liable to the Government /Third party on behalf of any default of the Bidders or any of his/her/their agent/ employees or staff.
 - Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - Any other outstanding amount.
- e. Once the amount under this clause is debited, the Bidders shall reimburse the Bank Guarantee to the extent the amount is debited within 15 days of such debit by NSSCDCL failing which it will be treated as breach of agreement

and may lead to termination of agreement with forfeiture of all amounts including interest free performance Bank Guarantee in favor of NSSCDCL.

5.11 Exit Management Schedule

1. Purpose

- i. This Schedule sets out the provisions, which shall apply on expiry or termination of the MSA, the Project Operation and Management SLA.
- ii. In the case of termination of the Project Operations, the Exit management shall be applicable.
- iii. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2. Transfer of Assets

- i. NSSCDCL shall be entitled to serve notice in writing to the Vendor (SI) at any time during the contract period requiring the SI to provide the NSSCDCL with a complete and up to date list of the Assets within 30 days of such notice. NSSCDCL shall then be entitled to serve notice in writing on the SI at any time prior to the date that is 30 days prior to the end of the exit management period requiring the SI for Assets, if any, to be transferred to NSSCDCL.
- ii. In case of contract being terminated by NSSCDCL, NSSCDCL reserves the right to ask SI to continue running the project operations for an extension period of 03 months after termination orders are issued. SI shall be liable to continue operation for this extension period as per terms defined in the contract.

3. Cooperation And Provision Of Information

During the exit management period:

- a. The Vendor shall allow the NSSCDCL access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the NSSCDCL to assess the existing services being delivered.
- b. Promptly on reasonable request by the NSSCDCL, the SI 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. The NSSCDCL shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Vendor shall permit the NSSCDCL to have reasonable access to its employees and facilities as reasonably required by NSSCDCL to understand the methods of delivery of the services employed by the Vendor and to assist appropriate knowledge transfer.

4. Confidential Information, Security And Data

The Vendor shall promptly on the commencement of the exit management period supply to the Planning the following:

- a. information relating to the current services rendered and customer in relation to the services;
- b. all current and updated data as is reasonably required for purposes of NSSCDCL transitioning the services to its Replacement Vendor in a readily available format nominated by the NSSCDCL, or NSSCDCL nominated agency;
- c. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable NSSCDCL, or its Replacement Vendor to carry out due diligence in order to transition the provision of the Services to NSSCDCL, or its Replacement Vendor (as the case may be)
- d. All the functional, design and technical documents in the hard and soft copy format

Before the expiry of the exit management period, the Vendor shall deliver to the NSSCDCL or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the Vendor shall be permitted to retain one copy of such materials for archival purposes only.

5. Exit Management Plan

- a. The Vendor shall provide the NSSCDCL 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 (Master Service Agreement) provided in Section 13.17 as a whole and in relation to the Project Operation and Maintenance SLA.
- b. A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to;
 - i. 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 Vendor's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Planning's operations as a result of undertaking the transfer;
- c. Plans for provision of contingent support to NSSCDCL, and Replacement Vendor for a reasonable period after transfer.
- d. The Vendor shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- e. Each Exit Management Plan shall be presented by the Vendor to and approved by the NSSCDCL.
- f. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Vendor complying with its obligations under this Schedule.
- g. In the event of termination or expiry of MSA, each Party shall comply with the Exit Management Plan. During the exit management period, the Vendor shall use its best efforts to deliver the services.
- h. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- i. An Exit Management plan shall be furnished by SI in writing to the NSSCDCL within 90 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Operations, and Service Level monitoring.
 - i. A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider 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 provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer.
 - iii. Exit Management plan in case of normal termination of Contract period.
 - iv. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
 - v. Exit Management plan in case of termination of SI.
- j. Exit Management plan at the minimum adhere to the following,
- i. Ninety (90) days of the support to Replacement Service Provider post termination of the Contract
 - ii. Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment's, change requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/ Purchaser
 - iii. Certificate of Acceptance from authorized representative of Replacement Service Provider issued to SI on successful completion of handover and knowledge transfer.
- k. In the event of termination or expiry of the contract, both Bidders and Purchaser shall comply with the Exit Management Plan.

6 Scope of Work

The selected Bidder is obligated to undertake the responsibilities of addressing the Notification of Disturbances (NoD) for the components mentioned below which belong to the Nagpur Smart & Sustainable City Development Corporation Limited (NSSCDCL). This entails fostering collaboration and maintaining effective coordination with diverse authorities, departments, vendors, and other stakeholders as deemed necessary for the seamless functioning of the project.

It may be noted that while this RFP has attempted to provide extensive guidelines, it shall be the responsibility of the Bidders to provide for any additional hardware, human resources or processes that may be required to extend the agreed upon services as per the service level agreement between both parties.

6.1 Project Planning & Monitoring

From the effective date of the Contract, Bidders will be required to:

- Finalize the Project Charter in order to determine and agree on the project expectations, ground rules, work plan, communication matrix, timelines, Quality Plan, Configuration Management Plan etc. within 15 calendar days of the effective date of the Contract.
- Bidder's Project Manager should prepare a detailed project plan (as part of the Project Charter) clearly specifying the tasks, the dependency among the tasks, the duration to perform the tasks, the resources allocated to perform the tasks, the scheduled start and finish dates for the task. This project plan should also clearly mention the various project milestones and project deliverable schedules.
- The detailed project plan should be internally reviewed for completeness and correctness by Bidders and subsequently delivered to NSSCDCL for its review and acceptance. The mutually agreed Project Plan will form the basis for regular project monitoring.
- Bidders should revise the project plan to incorporate changes due to requirement changes, delay in approvals, etc., if any, and submit the revised project plan to NSSCDCL.
- Bidders should hold fortnightly review meetings with NSSCDCL providing detailed report on the progress of the project (Project Progress Report) clearly highlighting the activities completed in the reporting period, activities planned for the next reporting period, deviations from the planned dates, issues / concerns affecting the project progress, impact on the overall project timelines, project related risks with their mitigation plans.
- Bidder's Project Manager should periodically review the performance of the project against defined quality goals and take necessary actions for any deviations.

6.2 Project Overview

Critical foundational elements of the NSSCDCL, as outlined in this Request for Proposal (RFP), include:

#	Particulars	Details
1.	Location	Approx. 214 locations are affected by NoD in Nagpur City

2.	Ducting & Trenching	Approx. 1,19,545 mts. of Ducts are to be laid in the city
3.	OFC Length	Approx. 1,49,083 mts. of OFC are to be laid in the city
4.	Cat-6 Cables	Approx. 10,756 mts. of Cat-6 Cables are to be laid in the ducts in the city
5.	Concrete Chambers	Approx. 319 of Concrete Chambers are to be laid in the city
6.	Power Cables	Approx. 4,984 mts. of Power Cables are to be laid in the city
7.	Cameras	Approx. 426 Cameras are to be reinstalled in the city
8.	Poles	Approx. 104 Poles are to be reinstalled in the city
9.	Junction Boxes	Approx. 69 Junction Boxes are to be reinstalled in the city
10.	PA System	Approx. 7 Public Announcement (PA) Systems are to be reinstalled in the city

SI shall be responsible to carry out the detailed survey for each of the particulars in order to the address them and to handle administrative challenges. The SI shall note that the details or the particulars & the activities defined within scope of work mentioned are indicative and may not be exhaustive. SI is expected to perform independent analysis of any additional work that may be required to be carried out to fulfil the requirements as mentioned in this RFP and factor the same in its response.

All the equipment, hardware and workmanship that form a part of the service are to be under warranty throughout the term of the service contract from the date of service acceptance and commencement. The warranty shall require the SI to be responsible to bear all cost of parts, labour, field service, pick-up and delivery related to repairs, corrections during the Project/Contract Period or any and all such incidental expenses incurred during the warranty period.

6.3 Report Generation & Submission

The SI will be responsible for generating and submitting multiple reports to the Authority as required. These reports will provide detailed insights into various aspects of the project and must be prepared with accuracy and submitted within the stipulated timelines. Following is the non – exhaustive list of reports:

#	Report Type	Description	Timeline for Submission of Report
1	Monthly SLA Monitoring	SLA Monitoring Report should specify List of SLA, Target Achieved and Supporting Documents as per Section 10	SLA Report should be given within 3 working days of the succeeding month.

#	Report Type	Description	Timeline for Submission of Report
2	Daily Monitoring Report	This report would provide a bird's eye view of the provisioned infrastructure, their current status (Total, online, offline, offline reason, reason for NoD, Repair Timeline, etc.), and any other details as discussed and agreed with the Authority	Daily Report should be submitted on the succeeding day by 9:00 a.m. or the time agreed upon with Authority

Note:

- The above list of reports is not exhaustive, and the Authority may request additional ad-hoc reports as needed. The SI shall discuss and mutually agree on timelines for these additional reports and ensure strict adherence to them. Failure to meet the agreed timelines will result in penalties as outlined in Section 10.
- If the report requires additional time, an extension must be requested and specified to the relevant authorities.

The SI is expected to maintain proper scheduling and monitoring mechanisms to ensure timely and high-quality report submission. Non-compliance with the reporting requirements shall result in penalties as per SLA mentioned in Section 10.

6.4 Notification of Disturbance (NOD)

6.4.1 Definition

Several agencies actively engage in urban development projects within the city. Any actual or potential disruption/dismantling/shifting to NSSCDCL's infrastructure & components, whether arising from new plans, ongoing projects, negligence, or other factors, is officially considered a Notification of Disturbance (NOD).

6.4.2 Protocols

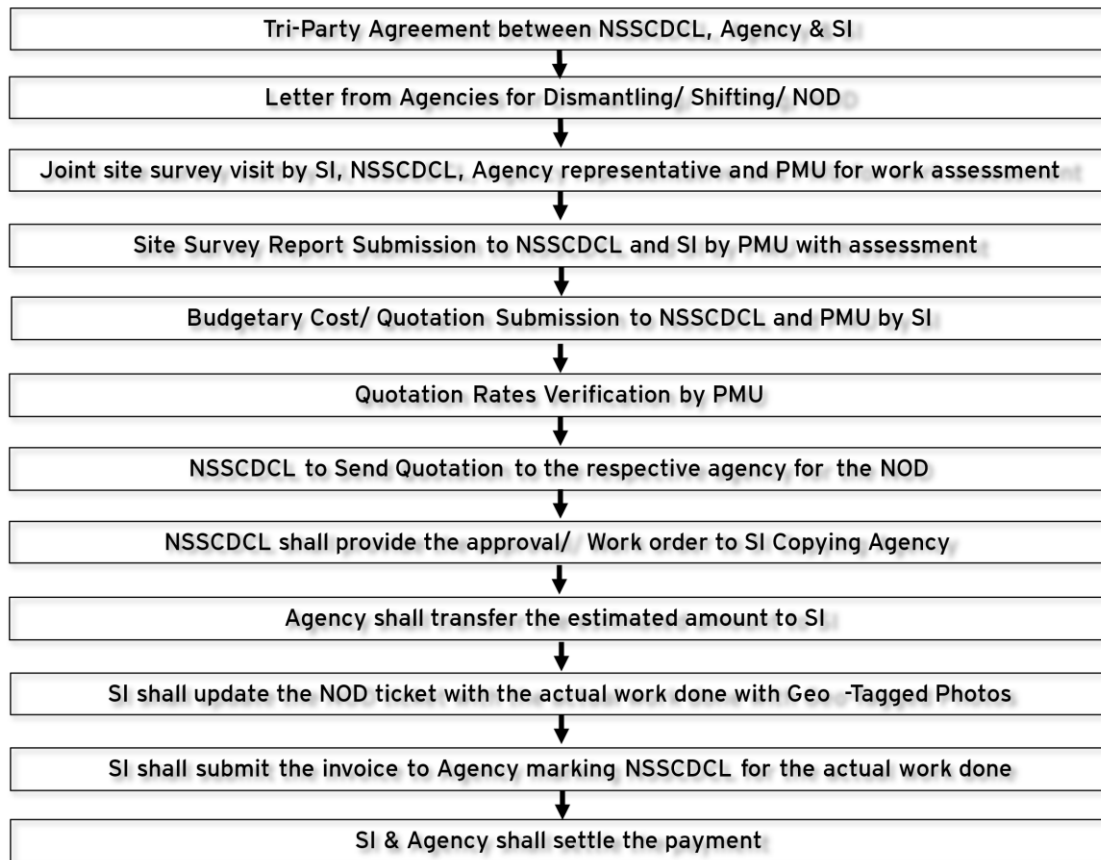
SI shall coordinate with all NMC/state/central departments and agencies regarding the civil works ongoing or to be initiated in the city and shall inform NSSCDCL of any work which might impact/affect NSSCDCL infrastructure.

In the event of a Notification of Disturbance (NOD), agencies undertaking or planning work that may disrupt NSSCDCL infrastructure are required to obtain a No Objection Certificate (NOC) from NSSCDCL & Nagpur Police Department before proceeding with the work. The NOC will only be issued after a thorough inspection, conducted in the presence of all relevant authorities, including NSSCDCL and agency personnel, Project Management Unit (PMU), Vendor (SI), etc.

In instances of any NOD not reported, NSSCDCL will issue notices to the concerned agency, followed by regular follow-ups.

6.4.3 Standard Operating Procedure (SOP)

Following is the SOP for handling the NOD. Approval shall be taken from the NSSCDCL if there is any divergence to it.



SI shall make sure to follow all the processes, procedures, approvals, Right-Of-Work (ROW) etc. and once NSSCDCL gives go ahead/approval/work order for NOD, they shall start work. SI shall bear cost if the work was started by SI without approval from NSSCDCL. NSSCDCL reserves the right to amend the SOP as & when they deem fit.

Following points shall be taken care,

1. SI shall upload multiple Geo-Tagged photos of the site before work and after work with the proper marking of the assets in the NOD reports. SI shall also upload geo-Tagged photos of the inventory room where above mentioned assets are stored.
2. If the assets are required to be reinstalled, then the details shall be enclosed by SI with the survey report (refer Section 13.20) mentioning Sr. No, MAC ID (if any), make and model of reinstalled assets.
3. SI shall ensure that the reinstalled assets are properly functional & commissioned and are visible on the respective systems / applications of the Authority.
4. All the approvals and letters shall be attached in the Monthly report.
5. SI shall produce report of NOD (refer Section 13.20) as and when NSSCDCL requires.
6. If re-location of asset is required, SI shall provide alternative location for re-installation of any of the assets e.g. camera/poles/junction box/ward/zone etc.
7. Payment related to NoD will be done based on the Section 9.3.

8. SI shall factor in the cost of manpower and machinery required for addressing the NoDs in the Commercial Bid itself. No additional payments for manpower and machinery will be payable by the Authority to SI.

6.4.4 Accountability

Private entities, municipal corporations, and state or central departments/agencies that cause an impact on NSSCDCL infrastructure and components shall be held accountable, and the associated restoration costs shall be the responsibility of the respective agency/agencies. In case of any contention, decision of NSSCDCL authority is deemed to be final.

The Vendor (SI) shall consistently validate and secure a No Objection Certificate (NOC) from relevant private/NMC/state/central departments and agencies before initiating any work. Failure by the SI to comply with established protocols, Right of Work (RoW), or any other legal procedures/protocols/requirements will result in the SI bearing all restoration costs.

If there are any conflict between SI and other entities for NOD, decision of NSSCDCL shall be abiding to SI.

6.4.5 Escalation Procedure

If the agency/agencies fail to adhere to standard operating procedures (SOP) or decline cooperation, escalation will be initiated to the central office of the Nagpur Police department, specifically the DCP Traffic, for subsequent actions and resolutions. NSSCDCL, PMU, and SI will work collaboratively with the designated officer from the Nagpur Police department to facilitate resolution and implement necessary actions.

7 Change Request Note

- a) This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, Replacement and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services or products provided by SI and changes to the terms of payment.
- b) 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 Request Process and shall complete Part A of the CRN (Section 13.18). CRNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the Purchaser.
- c) SI and the Purchaser while preparing the CRN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required.
- d) CRNs related to Replacement shall be raised quarterly.
- e) 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 Purchaser, of the detailed locations plan prepared by the SI based on actual ground survey and such change results in additional material and or efforts/labor cost.
- f) **Quotation**
 - i. SI shall assess the CRN and complete Part B of the CRN (Section 13.18). In completing Part B of the CRN, SI shall provide as a minimum:
 - a description of the change;
 - a list of deliverables required for implementing the change;

- a timetable for implementation (15 days or less in case of Replacement);
 - 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.
- g) SI & Authority shall finalize the CRN and complete Part C of the CRN (Section 13.18). Prior to submission of the completed CRN to the purchaser or its nominated agencies, SI shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, SI 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.
- h) Each Party shall be responsible for its own costs incurred in the quotation, preparation of CRNs and in the completion of its obligations described in this process provided SI meets the obligations as set in the CRN. In the event SI is unable to meet the obligations as defined in the CRN then the cost of getting it done by third party shall be borne by SI. Change requests and CRNs shall be reported monthly to each Party's representative who shall prioritize and review progress.
- i) In case of the SI delays in fulfilling obligations beyond the agreed upon timelines mentioned in approved CRN, the relevant SLAs and penalties for the said assets will become applicable on the SI.

8 Manpower Requirements

SI shall provide adequate number of personnel, each responsible for a specific role within the project. SI shall provide clear definition of the role and responsibility of each individual personnel.

Following table indicates the minimum no. of Key Resources required for this project. SI shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this tender. All the proposed positions shall be Onsite and would be generally expected to be available from 10:00 a.m. to 06:00 p.m. on all working days.

Apart from the Key Resources, SI also has to deploy a Field Team for overall monitoring & maintenance of the infrastructure laid. Following are the details for the Field Team which the SI has to deploy for the project

#	TEAM RESOURCE	NO. OF RESOURCES	DETAILS OF RESOURCE
1.	Key Resource: The team shall comprise of 2 types of resources namely, - Supervisor - Technician (1 in Main office & 4 with Field Teams) - Network Engineer <i>The CVs of these resources are to be submitted with Technical Bid & during deployment of Team. Authority reserves the right to reject resources and ask for replacement at any time during the Contract Period</i>	- Supervisor - 1 - Technician – 5 - Network engineer – 1	Supervisor - Should have done atleast 3 Similar Works Project - Education Qualification: B.E or Equivalent - Work Experience: 10+ years Technicians - Should have done atleast 3 Similar Works Project - Education Qualification: B.E or Equivalent - Work Experience: 5+ years Network Engineer - Should have done atleast 3 Similar Works Project - Education Qualification: B.E or Equivalent AND CCNP Certified - Work Experience: 8+ years
2.	Field Team: The field team shall comprise of following types of resources namely, - Driver - 1 - Labor - 2	Minimum 4 Teams	They are to be on call

#	TEAM RESOURCE	NO. OF RESOURCES	DETAILS OF RESOURCE
	• Splicer - 2 • Patroller - 2 • Assistant Splicer - 2 SI can make provisions for 1 Fiber Restoration Vehicle, 1 OTDR & Splicing Machine, 1 Optical Power Meter, 1 Visual Fault Locator & 1 Man-Lifter Vehicle at its own cost		

Please Note: Above are the Key & Field Team resources deployed by the Vendor. However, appropriate number and type of resources are to be deployed by Vendor to comply with SLA parameters to manage the project. The SI may provision a requisite number of any type of resources for overseeing, managing and resolving issues for various aspects like network, operations, infrastructure etc. that may be reported across the shift.

9 Project Timelines & Payment Terms

9.1 Project Timelines

The overall tenure of the project has been envisaged to be for 03 months from start of work by the selected Vendor as mentioned in the table below.

T = Date of Award of contract

#	Milestone	Deliverables	Timelines (In months)
Deployment of Resources			T + 5 days
A	Key & Field Team	Deployment of Key & Field Team	T + 5 days
Detailed Survey and Assessment Reports			T + 30 days
1.	Project Initiation	Detailed Survey Report of all NOD sites	T + 30 days
NoD Addressing phase			T + 90 days
A	Addressing NoDs	- Monthly Progress Report (MPR) - SLA Compliance Report	Every Month

Definition of Monthly Progress Report (MPR)

- All reports from Pre & Post NoD Restoration along with details of restoration.
- Monthly bill submission should accompany 1 MPR of each month.

The SI shall perform the activities and comply in all respects with the critical dates and the parties hereby agree that failure on part of the SI to meet the critical dates without prejudice to any other rights that the Purchaser may have, may lead to the imposition of penalties (refer Section 10) and/or termination of the Contract (refer Section 12.9) at the discretion of the Purchaser.

9.2 Payment Terms

Payment will be done to the Vendor as per below mentioned schedule:

- The request for payment shall be made to the purchaser in writing, accompanied by invoices (in triplicate) describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by SI. The payments will be made to SI after the satisfactory performance of the work

3. The currency or currencies in which payments shall be made to the SI under this Contract shall be Indian Rupees (INR) only.
4. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
5. Any penalties, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
6. Taxes, as applicable, shall be deducted/ paid, as per the prevalent rules and regulations.

9.3 Payment Schedule

Payments to SI, after successful completion of the target milestones (including specified project deliverables), shall be made as under: -

#	Scope of Work	Timelines / Milestone	Payment	Payment Artefacts
NOD (Section 6.4)				
1.	NOD Work	Before reinstallation	0% of agreed upon cost	Site Survey Report having details of NOD & Before Reinstallation Geo Tagged Photographs (refer Section 13.20) & Letter of Approval on Cost for Work
2.		After reinstallation	100% of agreed upon cost	Site Survey Report having details of NOD, Before Reinstallation Geo Tagged Photographs & After Reinstallation Geo Tagged Photographs (refer Section 13.20) & Letter of Approval on Cost for Work

Note:

T is the date of signing of contract or Issuance of Work Order

Prices shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract.

10 SLA Measurements & Targets

10.1.1 Post Award of Contract

#	Parameter	Definition	Target	Penalty
Commencement of Work				
1.1	Team mobilization and commencement of work	SI is expected to mobilize project team for commencement of work Commencement of work would mean reporting and availability of all key and field Team (as mentioned in the bid) as per the RFP requirement at the Purchaser's office for the project within defined period of 15 days	Within 5 days of issuance of LoA or contract agreement, whichever is earliest	2% of the monthly billing for delay of every week or part thereof beyond the stipulated 15 days Cumulative delay of more than 45 days may lead to Termination of the Contract at the discretion of the Purchaser
1.2	Absence of Key Resources / Field Team Resources, without prior approval from the purchaser	Deployed resource shall be required to obtain prior written approval from the purchaser before taking leave	Prior Purchaser's approval	- For Key Resource: INR 2,000 per working day per Key resource - For Field Team: 2% of Monthly bill (as per Section 13.14) of Field Team per working day
1.3	Report Generation & Submission	SI is expected to provide any & all reports (Section 6.3) in the format suggested by the purchaser and/or purchaser appointed agency as and when requested	Breach as per Section 6.3	INR 2,000 + INR 1000 for every 12 Working Hours delay.

10.1.2 NOD Related SLAs

#	Parameter	Definition	Target	Penalty
2.1	Addressing NoD	Completion of task within time period mentioned in approved NoD Report	Time period mentioned in NoD Report	Per week of delay = 1% of the NoD's Total Value
2.2	CRN	Completion of task within time period mentioned in approved CRN	Time period mentioned in CRN	Per week of delay = 1% of the CRN's Total Value
2.3	Proper Approvals / NoCs / Sanctions etc.	To carry out any work mentioned in this RFP or necessary for completion of work, the Bidders shall take proper approvals / NoCs / Sanctions etc. from the respective govt. department / organization	Before initiation of work	Non – payment of any dues claimed by the Bidders

Note: During addressing the NoD, in case the pole /outdoor cabinets or any other field equipment is damaged by any reason by the Vendor and needs repair/replacement, then the corresponding equipment is to be replaced by vendor and in such cases, damages are to be borne by vendor.

10.2 Issue and Escalation Management Procedures

10.2.1 General

Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between NSSCDCL and Bidders.

Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at operational levels.

10.2.2 Issue Management Procedures

- Either NSSCDCL or Vendor 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.

- The NSSCDCL and the Vendor will determine which committee, or executive level should logically be involved in resolution. A chain of management escalation is defined for the same
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- The NSSCDCL and the Vendor shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidders will then communicate the resolution to all interested parties.
- In case the issue is still unresolved, the arbitration procedures described in the Contract will be applicable.

10.3 SLA Change Control

a. General

It is acknowledged that this SLA may change as NSSCDCL's business needs evolve over the course of the contract period. This document also defines the following management procedures:

1. A process for negotiating changes to the SLA.
2. An issue management process for documenting and resolving difficult issues.
3. NSSCDCL and Bidders 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 will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this SLA and, subsequently, the Contract.

If there is any confusion or conflict between this document and the Contract, the Tender and its addenda, the Contract will supersede.

b. SLA Change Process

The parties may amend this SLA by mutual agreement in accordance with terms of this contract. Changes can be proposed by either party. **The Bidders can initiate an SLA review with the NSSCDCL.** Normally, the forum for negotiating SLA changes will be NSSCDCL's monthly meetings. Unresolved issues will be addressed using the issue management process described in this document.

The Bidders shall maintain and distribute current copies of the SLA document as directed by NSSCDCL. Additional copies of the current SLA will be made available at all times to authorized parties.

c. Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

11 Responsibilities of the Parties

11.1 Service Provider

Service Provider is responsible for executing this Contract and delivering the services, while maintaining the specified performance targets.

- **Prepare project plan and list of milestones-** The Bidders needs to prepare detailed level project plan that must contain details of project scope, approach and methodology, schedule and budget, milestone and list of deliverables; assumptions, dependencies and constraints, risk management; control, monitoring and escalation mechanism, tools and quality management, resource management and training plan etc.
- **Gather data from NSSCDCL** to design and build an integrated system as per agreement- Bidders must engage itself with NSSCDCL to gather data around the current state and understand the future business requirement. Bidders may conduct discussions, interviews with NSSCDCL personnel to understand the requirements and make the system accordingly.
- **Conduct periodic review meetings with both PMU and NSSCDCL-** Bidders must conduct periodic reviews and meetings with both NSSCDCL and the Project Management Unit. Bidders can also conduct meetings on need basis with any of the other stakeholders.
- **Meet SLA as per Agreement-** Bidders need to agree to provide a certain level of service to NSSCDCL. This must be met failing which Bidders will have to pay penalty. Service level agreement will be agreed upon between NSSCDCL and Bidders to ensure system/ application availability and performance.
- **Get deliverables signed off –** It is extremely important for the Bidders to get all its work products and reviewed and approved by NSSCDCL. An approval from NSSCDCL will take any phase of software/system development to a closure.
- **Take Proper Approvals -** After the signing of MSA, the Bidders must take proper approvals / NoCs / sanctions etc. from various departments for smooth operations of the project. Failure to do so shall result in penalty as prescribed in Section 10.

Service Provider shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible.

11.2 Project management Unit (PMU)

- Assistance in selection of the Bidders
- Identify and mitigate risk with the Bidders
- Set up milestones for deliverables
- Monitor deliverables of Bidders

11.3 NSSCDCL

NSSCDCL is responsible for:

- Reporting defects and problems to the Service Provider as soon as possible
- Assisting Service Provider in management of the SLA
- Providing early warning of any organizational, functional or technical changes that might affect Service Provider's ability to deliver the services
- Assisting Service Provider to address and resolve issues from time to time
- Decide milestones with the Bidders
- Signoff of deliverables
- Conduct meeting and ensure timely deliveries
- Provide necessary data and infrastructure support to PMC and the Bidders
- Ensure participation and support of employees from different departments
- Approve change management effort
- Provide necessary infrastructure, support and resources to the Bidders
- Provide feedback on the deliverables within reasonable time
- Monitor progress of project
- Provide the Bidders with the list of employees for capacity building program

12 General Conditions of Contract

12.1 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of India.

12.2 Settlement of Disputes

- I. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days notice to refer the dispute to arbitration to the other Party in writing.
- II. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

- III. The Arbitration proceedings shall be held in Nagpur, Maharashtra, India.
- IV. The Arbitration proceeding shall be governed by the substantive laws of India.
- V. The proceedings of Arbitration shall be in English language.
- VI. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
- VII. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, Ministry of Law & Justice shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties..
- VIII. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.
- IX. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- X. It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- XI. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- XII. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- XIII. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

12.3 Limitation of Liability

The selected Bidder's liability under the resultant Contract Agreement shall be determined as per the Law in force for the time being. The selected Bidders shall be liable to the NSSCDCL, Government of India for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the selected Bidders and its employees, including loss caused to NSSCDCL on account of defect in goods or deficiency in services on the part of the selected Bidders or his agents or any person/ persons claiming through or under said selected Bidders. However, such liability of selected Bidders shall not exceed the total value of the resultant Contract Agreement which the selected Bidders shall sign before execution of the project.

12.4 Taxes and Duties

The SI shall bear all personnel taxes levied or imposed on its personnel, Vendors, consultants, or any other member of SI's Team, etc. on account of payment received under this Contract. The SI shall bear all corporate taxes, levied or imposed on the SI on account of payments received by it from the Purchaser for the work done under this Contract.

SI shall bear all taxes and duties etc. levied or imposed on the SI under the Contract including but not limited to GST, Customs duty, Excise duty, LBT, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from the Purchaser for work done under the Contract. It shall be the responsibility of the SI to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The SI shall also provide the Purchaser such information, as it may be required in regard to the SI's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law.

If there is any reduction in taxes / duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser.

If there is any increase in taxes / duties due to any reason whatsoever, after Notification of Award, the same shall be compensated to the Bidders after thorough examination.

The SI agrees that he and his Team 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, for the payments received by them for the works under the Contract.

Should the SI fail to submit returns/pay taxes in times as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the SI shall pay the same. SI shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/SI.

12.5 Confidential Information

NSSCDCL and the successful Bidders shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

NSSCDCL shall not use such documents, data, and other information received from the successful Bidders for any purposes unrelated to the Contract. Similarly, the successful Bidders shall not use such documents, data, and other information received from NSSCDCL for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

The successful Bidders before signing of the Contract is required to sign a Non-Disclosure Agreement with NSSCDCL or its nominated agency for receiving this RFP and submit it with its bid document.

12.6 Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the successful Bidders has thereby been affected in the performance of any of its obligations under the Contract.

12.7 Force Majeure

12.7.1 Definition of Force Majeure

Force Majeure shall mean any event or circumstance or combination of events or circumstances set out below that materially and adversely affects any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances are not within the affected Party's reasonable control, and/or the effects of which the affected Party could not have prevented through prudent business practices or, through reasonable skill and care, including through the expenditure of reasonable sums of money;

- a. the effect of any natural element or other Act of God, including, but not limited to any rain storm leading to flooding of the Project Area, lightning, earthquake, cyclone or other natural disaster;
- b. fire or explosion, each case not being due to (a) inherent defects of the equipment comprising the Project (b) the failure to operate the Project in accordance with prudent business practices or (c) circumstances within the reasonable control of the affected Party's contractors;
- c. act of war (whether declared or undeclared), sabotage, terrorism or act of public enemy, (including the acts of any independent unit or individual engaged in activities in furtherance of a program of irregular warfare), acts of belligerents or foreign enemies (whether accorded diplomatic recognition or not), blockades, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
- d. strikes, labor disruptions or any other industrial disturbances in Nagpur City as a whole and not specific to the Project which restrict the Service Provider from performing his duties;
- e. any governmental Agency's unreasonable delay, denial or refusal to grant or renew or any unreasonable revocation of any required permit, license, approval or authorization, including Governmental Authorizations, provided that such adverse governmental action or inaction did not result from the Service Provider's non-compliance with any applicable law or any condition to the granting or maintenance of any such permit, license, approval or authorization that was in effect on the date of signing this Agreement;
- f. the expropriation or compulsory acquisition by any Government Agency of (a) any shares in the Project Company if the result would be to acquire control of the subject Project Company or (b) any assets or rights of the Project Company.
- g. early termination of this Agreement by NSSCDCL for reasons of national security or national emergency

12.7.2 Exclusions from Force Majeure

Force Majeure shall expressly not include the following conditions, except to the extent resulting from a Force Majeure:

- a. Unavailability, late delivery of equipment, materials, spare parts or consumables for the Project;
- b. A delay in the performance of any contractor or supplier
- c. Non-performance resulting from normal wear and tear typically experienced in a Project of this kind; and non-performance caused by, or connected with, the non-performing Party's (a) negligent or intentional acts, errors or omission (b) failure to comply with any of the Laws of India, or (c) breach of, or default under this Agreement.

12.7.3 Notification Obligations

The Party claiming the Force Majeure shall inform the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable. The affected Party shall thereafter furnish weekly reports with respect to its progress in overcoming the adverse effects of such event or circumstance and as soon as reasonable and practicable shall submit to the other Party information supporting the claim for relief under this clause.

The Party claiming Force Majeure shall give notice to the other Party of the cessation of the relevant event or circumstance of Force Majeure and the cessation of the effects of such event or circumstance of Force Majeure on the enjoyment by such Party of its rights or the performance by such Party of its obligations under this Agreement as soon as practicable after becoming aware of such cessation.

12.7.4 Consequences of Force Majeure

- a. Neither Party shall be responsible or liable for or deemed in breach thereof because of any failure or delay in complying with its obligations under or pursuant to this Agreement solely due to one or more Force Majeure or its or their effects or by any combination thereof, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis; provided, however, that no relief shall be granted to the Party claiming Force Majeure pursuant to this clause to the extent that such failure or delay would have nevertheless been experienced by that Party had such Force Majeure not occurred.
- b. Except as otherwise provided in this clause, any time period specified for the performance of any obligation hereunder by the affected Party shall be extended by a period equal to the duration of the Force Majeure event or circumstance provided that the affected Party shall not be entitled to any such extension to the extent that such delay or failure to perform would have occurred, irrespective of the Force Majeure event or circumstance.
- c. Either Party shall have the right to terminate the Agreement in the event of pendency of the Force Majeure conditions for a consecutive period of 120 (one hundred and twenty) days

12.7.5 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty-five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 11,

and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

12.8 Events of Default by the SI

- i. The failure on the part of the SI 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 the SI. The events of default as mentioned above may include inter-alia the following:
 - a) the SI/ SI's Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
 - b) the SI/ SI's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Service Level Agreements, or if the SI has fallen short of matching such standards / benchmarks / targets as the Purchaser 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 the SI may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Purchaser;
 - c) the SI has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the SI/ SI's Team to comply with any stipulations or standards as laid down by the Purchaser; or
 - d) the SI/ SI's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract
 - e) the SI/ SI'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 Tender and this Contract
 - f) 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 the SI.
 - g) The SI/SI's Team has failed to comply with or is in breach or contravention of any applicable laws.
- ii. Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the SI, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
- iii. Where despite the issuance of a default notice to the SI by the Purchaser the SI fails to remedy the default to the satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the defaulting party another default notice / a Preliminary Notice or proceed to adopt any remedies as may be available to the Purchaser.

12.8.1 Consequences of Event of Default

Where an Event of Default subsists or remains uncured the Purchaser shall be entitled to:

- i. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the SI shall be obliged to comply with which may include re-determination of the consideration payable to the SI as agreed mutually by Purchaser and SI or through a third party acceptable to both parties. The SI shall in addition take all available steps to minimize loss resulting from such event of default.
- ii. Suspend all payments to the SI under the Contract by a written notice of suspension to the SI, provided that such notice of suspension:
 - shall specify the nature of the failure; and
 - shall request the SI to remedy such failure within a specified period from the date of receipt of such notice of suspension by the SI
- iii. Issue a written notice of blacklisting of SI, provided that such notice of backlisting
 - Shall specify the nature of the failure and reason for backlisting
- iv. Require replacement of any of the SI's Team member(s) with another suitable member(s) where the Purchaser deems necessary. The SI shall in such case terminate forthwith all their agreements/ contracts/ other arrangements with such member(s) and find suitable replacement for such outgoing member(s) with another member(s) to the satisfaction of the Purchaser, who shall execute such Contracts with the Purchaser as the Purchaser may require. Failure on the part of the SI to find a suitable replacement and/or terminate all agreements/contracts with such member(s), shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the SI all losses/ or other damages that may have resulted from such failure.

12.9 Termination

The Purchaser may, post issuance of a Preliminary Notice, issue a Termination Notice in order to terminate this Contract in whole or in part by giving SI indicating its intention to terminate the Contract under the following circumstances:

- Where the Purchaser is of the opinion that there has been such Event of Default on the part of SI / SI's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of SI to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
- Where it comes to the Purchaser's attention that SI (or SI's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of SI's Bid, the RFP or this Contract.
- Where SI'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 SI, any failure by SI to pay any of its dues to its creditors, the institution of any winding up proceedings against SI or the happening of any such events that are adverse to the commercial viability of SI. In the event of the happening of any events of the above nature,

the Purchaser 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

12.9.1 Consequence of Termination

- i. In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which SI shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/ or the successor agency/ service provider, as may be required, to take over the obligations of SI in relation to the execution/continued execution of the requirements of the Contract.
- ii. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of SI or due to the fact that the survival of SI as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser, through unilateral re-determination of the consideration payable to SI, shall pay SI for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by SI up to the date of termination. Without prejudice to any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to SI as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of SI. In case of any loss or damage due to default on the part of SI in performing any of its obligations with regard to executing the Schedule of Requirements under the contract, SI shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, members of its team shall perform all its obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of SI as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of SI's Bid, the Bid Document and the Contract
- iii. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- iv. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

12.10 Assignment

Neither the NSSCDCL nor the successful Bidders shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

12.11 Sub-Contracting:

The Bidders would not be allowed to sub-contract / outsource work.

12.12 Power to waive Fines

The power to waive fines and penalty vests with the competent authority.

12.13 All other laws to be applicable

The successful Bidders shall comply with all applicable laws, NSSCDCL shall not be held liable for any change/modification in these laws which adversely affect this RFP. No claim or compensation on this account will be entertained.

13 Annexures

13.1 Letter for Bid

[On the letter head of the Bidding Company]

Original or copy No: Dated:

To,

CEO,

NMC Head Office, Civil Lines

NSSCDCL, Nagpur

Maharashtra, India

Sub: Bid for _____

Dear Sir,

With reference to your RFP No. _____ dated _____, I/we, having examined the RFP and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

1. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid Project and I/we certify that all information provided in the Bid and in all the Annexures to this Letter of Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. The Bid is being submitted and submissions in this letter are being made for the express purpose of qualifying as a Successful Bidders for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the submissions.
4. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. I/We certify that in the last 3 (three) years, I/we/any of the Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP, including any addendum issued by the Authority;
 - (b) I/We do not have any Conflict of Interest in accordance conditions of the RFP;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State;
 - (d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
7. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders.
8. I/We believe that I/we/our <<Bidders Name>>satisfy and meet all the requirements as specified in the RFP and are/is qualified to submit a Bid.
9. I/We certify that in regard to matters other than security and integrity of the country, I/we or any Member have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any Government Instrumentality or convicted by a court of law.
11. I/We further certify that no investigation by a regulatory authority is pending either against me/us/any Member or against our chief executive officer or any of my/our directors/managers/employees.
12. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we am/are attracted by the provisions of disqualification in terms of the provisions of this RFP. I/we shall intimate the Authority of the same immediately.
13. The Declaration by the Bidders regarding Qualifications as per format provided at Section 13.15 of the RFP, duly signed, is enclosed.
14. I/We hereby irrevocably waive any right, which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms thereof.
15. I/We agree and undertake to abide by all the terms and conditions of the RFP.

16. I/We agree and undertake to be jointly and severally liable for all our obligations under the Agreement as per the provisions set out therein.
17. I/We, further certify that no changes have been done for all the obligations undertaken and I/we am/are attracted by the provisions of disqualification in terms of the provisions of this RFP if any change is discovered by the Authority.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date: (Signature of the authorized signatory)

Place:

(Name and designation of the authorised signatory)

(Name and seal of the Bidders)

13.2 Details of Bidders

[On the letter head of the Bidding Company]

Dated:

No.	Particulars	Bidders
1	Name of Organization	
2	Type of Organization (Pvt. Ltd / Public Ltd.)	
3	Country of registered office	
4	Address of registered office	
5	Company registration details	
6	Date of registration	
8	PAN / Equivalent	
9	TIN / Equivalent	
10	Address of registered office in India	
11	Number of years of operation	
12	Authorized signatory Name	
13	Authorized signatory Designation	
14	Authorized signatory Contact details: - Phone Number: - Email Id: - Address:	

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone& Fax:

E-mail Address:

13.3 Applicant Annual Turnover

[On the letter head of the Bidding Company Signed by Authorized Signatory and Certified Auditor]

{Location, Date}

To,

CEO,

NMC Head Office, Civil Lines

NSSCDCL, Nagpur

Maharashtra, India

Sir / Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for "Selection of a Vendor for Addressing Existing Notification Of Disturbances (NoD's) in Nagpur at NSSCDCL".

I hereby declare that below are the details regarding Overall Turnover from Similar Works mentioned in Section 4.4 of the Bidders over last 3 financial years for our organization.

#	Details	FY 2021-22 (in Crores) (i)	FY 2022-23 (in Crores) (ii)	FY 2023-24 (in Crores) (iii)	Total Average IT Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover of Bidder				

Name of Authorized Signatory:

Designation:

Name of firm:

UDIN:

(Signature of the Applicant)

Seal of the Firm

I further certify that I am competent officer to make this decision.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone& Fax:

E-mail Address:

Instructions:

1. The Bidders shall attach copies of the balance sheets, financial statements for 3 (three) as mentioned in the table. The financial statements shall:
 - a. reflect the financial situation of the Bidders;
 - b. be audited by a statutory auditor having UDIN in balance / P&L etc.;
 - c. be complete, including all notes to the financial statements; and
 - d. schedule to accounts.
2. The Bidders shall provide an Auditor's Certificate specifying the Turnover of the Bidders in accordance with of the RFP document.
3. For conversion of US Dollars to Indian Rupees, the rate of conversion shall be Indian Rupees 75 (Seventy Five) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
4. Financial Statemen should be in Indian Rupees. Conversion if any shall be done by the Bidders

13.4 Applicant's Net worth

[On the letter head of the Bidding Company]

{Location, Date}

To,

CEO,

NMC Head Office, Civil Lines

NSSCDCL, Nagpur

Maharashtra, India

Sir / Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for "Selection of a Vendor for Addressing Existing Notification Of Disturbances (NoD's) in Nagpur at NSSCDCL".

I hereby declare net worth from Similar Works as per the latest financial statement for our organization

#	Details	FY 2021-22 (in Crores) (i)	FY 2022-23 (in Crores) (ii)	FY 2023-24 (in Crores) (iii)	Total Average IT Net worth [(i)+(ii)+(iii)/3]
1	Net worth of Bidder				

Name of Authorized Signatory:

Designation:

Name of firm:

UDIN:

(Signature of the Applicant)

Seal of the Firm

I further certify that I am competent officer to make this decision.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone& Fax:

E-mail Address:

13.5 Pre-Bid Queries Format

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ **Dated** _____ **for Rs.**

_____/-

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

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

Query / Clarification Sought:

#	Bidders Name	RFP Page No.	RFP Section No.	Content of RFP requiring clarification	Query / Suggestion / Clarification

Note: - Just mention the page no. and Section no. in numerical (E.g. If the page is Page no. 17, then just mention 17 & if the Section is 1.1 Data Sheet, then just mention 1.1 in the respective columns). Queries must be strictly submitted only in the prescribed format (.XLS / .XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the colored scanned copy of the receipt towards the submission of the bidding/ tender document fee.

13.6 Power of Attorney for signing of Bid

[To be executed on stamp paper of appropriate value]

Know all persons by these presents, [I (name of the company) incorporated under the laws of India and having its registered office at [] "**Company**"] do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our pursuant to the RFP dated [] ("**RFP**") issued by the **NSSCDCL** (the "**Authority**") and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the **NSSCDCL**.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalized terms not defined herein shall have the meaning assigned to them under the RFP.

IN WITNESS WHEREOF,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2....

For

(Signature)

(Name, Title and Address)

Witnesses:

(Notarized)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay 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.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

13.7 Board Of Resolution

[On the letter head of the Bidding Company]

13.8 Anti-Collusion Certificate

[To be executed on stamp paper of appropriate value]

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its subsequent amendments thereof.

We hereby certify and confirm that in the preparation and submission of our Proposal, 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 agency in connection with the instant Proposal.

Dated thisDay of, 2024

.....

(Name of the Bidder)

.....

(Signature of the Bidder / Authorized Person)

.....

(Name of the Authorised Person)

13.9 Undertaking for Presence in Maharashtra

[On the letter head of the Bidding Company]

To,
CEO,
NMC Administrative Office, Civil Lines
NSSCDCL, Nagpur
Maharashtra, India

Dear Sir,

Sub: RFP Reference No. _____ dated _____ for Selection of a Vendor for Addressing Existing Notification Of Disturbances (NoD's) in Nagpur.

With reference to your RFP document No. _____ dated <<Published Date>>, I/we, have business operations for more than 5 years and

a. have functional office in Maharashtra at address <<Office Address>> with dedicated technical & maintenance staff

OR

b. will setup functional office in Nagpur within 1 Month from date of award of contract where dedicated technical & maintenance staff will be deployed. The office address will be communicated to NSSCDCL within 1 Month from date of award of contract.

Thanking you,

Yours faithfully

Date:

Place: (Name and Designation of the of the Authorized signatory)

Name and seal of Bidder

13.10 Technical Bid Covering Letter

Technical Bid Covering Letter

To,

CEO,

NMC Head Office, Civil Lines

NSSCDCL, Nagpur

Maharashtra, India

Dear Sir,

Sub: RFP Reference No. _____ dated _____ for Selection of a Vendor for Addressing Existing Notification Of Disturbances (NoD's) in Nagpur at NSSCDCL.

With reference to your RFP document dated <<Published Date>>, I/we, have examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.

- The Bid is unconditional.
- All information provided in the Bid and in the Appendices is true and correct.
- This statement is made for the express purpose of qualifying as a Bidders for the development, operation and maintenance of the aforesaid Project as explained in this RFP document.
- I/We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
- I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- We certify that we comply to all the RFP requirements
- I/We declare that:
 - I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - I/ We do not have any conflict of interest in accordance with provisions of the RFP document.
 - I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Centre or State; and
 - I/ We here by certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no

person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to Bidders, in accordance with provisions of the RFP document.
- I/ We believe that we meet the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
- I/ We declare that we are not a Member of any other Bidders submitting a Bid for the Project.
- I/ We are an existing Company incorporated under the Indian Companies Act, 1956.
- I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and thereof.
- In the event of my/ our being declared as the Selected Bidders. I/We agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- I/We have studied all the Bidding Documents carefully and understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
- The Commercial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP documents, our own estimates of costs and its characteristics and after a careful assessment of the site and all the conditions that may affect the Bid.
- I/We offer a Bid Security of Rs (Rupees only) to the Authority in accordance with the provisions of the RFP document.
- The Bid Security in the form of a Demand Draft (dd number; date: Bank Name:) /or
- Bank Guarantee (strike out whichever is not applicable) is attached.
- I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.
- I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Bid Due Date specified in the RFP.
- I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.
- I/we will abide by the terms and condition set forth in the draft Contract Agreement and a copy of the same bearing initial of the undersign on every page is attached herewith.
- Notwithstanding any qualification or conditions, whether implied or otherwise, contained in our offer we hereby represent and confirm that our offer is unconditional in all respects.
- The Technical Bid contains
 - Our Experience
 - Any other details required for evaluation other than Commercial Bid.

Bidders Information Format

Please find below the details of the Bidders:

Particulars	Bidders
Name of the Organization	
Type of Organization (Pvt. Ltd/ Public Ltd/ Proprietary etc.)	
Country of Registered Office	
Address of Registered Office	
Company Registration Details	
Date of Registration	
PAN/ Equivalent	
TIN/ Equivalent	
Address of Registered office in India and Maharashtra	
No. of years of Operation in India	
Authorized Signatory Name	
Authorized Signatory Designation	
Authorized Signatory Contact Details	

Thanking you,

Yours faithfully

Date:

Place: (Name and Designation of the of the Authorized signatory)

Name and seal of Bidders

Note: A statement by the Bidders disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

13.11 Qualification Criteria Compliance sheet

The table below provides the list of certificates/ documents required under each of the Qualification criteria. The Bidder is required to furnish information as specified in the table below and submit along with their Technical Bid.

Sr. No.	Criteria	Supporting Documents	Submitted (Yes/No)
PQ – 1	The Bidder should be registered under Companies Act, 1956 or as amended. The Bidder should be in operation in India for a period of at least 10 years as on 31st April 2025.	The Bidder: - Copy of Certification of Incorporation / Registration Certificate - GST registration - Power of Attorney, Board of Resolution & Anti Collusion Certificate (Section 13.6, 13.7 & 13.8) duly signed by the authorized signatory, holding a written special power of attorney for this bid on a stamp paper, authorizing the bidder to incur liabilities and the entire execution of the Contract, including but not limited to payments.	
PQ – 2	The Bidder should have an average annual turnover of minimum INR 2.5 Cr. from Similar Works over the last three financial years as per Section 13.3.	The Bidder: - Audited financial statements for the last three financial years. - Certificate from the Statutory Auditor / CA on turnover details over the last three (3) financial years. - PAN Card & GST Registration of Bidder	
PQ – 3	Bidder should have positive net worth as per the audited consolidated financial statements as on 31st March 2024 as per Section 13.4.	The Bidder should submit: Certificate from the Statutory Auditor / CA on net worth	
PQ – 4	The Bidder should have an - Office in Maharashtra - Should furnish an undertaking to open a Project office in Nagpur with all required facilities for its team within one month	The Bidder should submit List and address of offices in Maharashtra with GST registration OR	

	of signing the contract, if project is awarded	Undertaking (Section 13.9) from authorized signatory to open the local office with GST registration. within 90 days from issuance of LOA/ award of contract	
PQ – 5	The Bidder should not have been blacklisted by any State / Central Government Department or Central /State PSUs / ULBs as on bid submission date.	The Bidder should submit 1. As per Section 13.15.	
PQ – 6	The Bidder fulfil one of the criteria mentioned below regarding Similar Works in India with a minimum project value during last seven years as on the bid submission date: 1 project: Project Value $\geq$ INR 6 Cr. OR 2 Projects: Project Value $\geq$ INR 4.5 Cr. each OR 3 Projects: Project Value $\geq$ INR 3 Cr. each	Bidder/any Member of Consortium: 4. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 5. Completion Certificate issued & signed by the competent authority of the client entity on the entity's letterhead. 1. In case of on-going project, a partial completion certificate from the Competent Authority designated by client on client's letter head mentioning the relevant scope of Work, having received payment OR quantum of 'Minimum Project Value' of the partially completed project.	
PQ – 7	Bidder should have: - Minimum 10 full time Supervisors, Engineers / Technicians; and - Minimum 2 Network Engineers as per the requirement mentioned in Section 8 on payroll of the Bidder working in the Similar Works as per Section 4.4.	- Certificate from the Head of HR Department or equivalent on bidding entity's letter head countersigned by authorized signatory for this bid holding written special power of attorney on stamp paper. - CVs of the required manpower as mentioned in Section 8	
PQ – 8	Self-Declaration - The Bidder should not be insolvent, in receivership or bankrupt as on the date of bid submission	Self-declaration (Section 13.15) to be submitted on bidder's letter head. In case of consortium, this needs to be provided by each of the consortium member.	

Selection of a Vendor for Addressing Existing Notification Of Disturbances (NoD's) in Nagpur

PQ – 9	No Deviation Certificate	Bidder shall submit a copy of the No Deviation Certificate (Section 13.16)	
PQ – 10	Integrity Pact	Bidder shall submit a copy of the Integrity Pact as per Section 13.21. In case of consortium, this needs to be provided by each of the consortium member.	

Dated thisDay of, 2025

.....

(Name of the Bidders)

.....

(Signature of the Bidders / Authorized Person)

.....

(Name of the Authorised Person)

13.12 Technical Capacity of Bidders

Summary of the project(s) undertaken by the Bidders for which the experience is claimed in accordance with Section 4.4 of the RFP:

Name of Project	
Client for which the project was executed	
Name of client contact person(s)	
Designation of client contact person(s)	
Phone Number of client contact person(s)	
Email of client contact person(s)	
Project Reference Number	
Name(s) of other members of consortium, in case the said project was executed as a consortium (copy of consortium agreement must be submitted)	
Share of Members in the Consortium in the project cost	
Description of Project	
Scope of Project	
Scope of work of Bidders in the Project	
Any Other Details	
Total cost of Project (in Rupees)	

Total cost of services provided by Bidders (in Rupees)	
Duration of Assignment/Job (months)	
Start date (month/year)	
Completion date (month/year)	
Current Status (Completed / Phase Completion) along with Certificate from the ordering authority in respect of % of work completed	
Copy of Work Order or Client Certificate or Certificate from Company Secretary	
Copy of Completion Certificate	
Certification from Internal / Statutory C.A., for the value of amount received by the company with dates	
Proof of amount paid by the ordering Authority	
List of Supporting Document	
Was the project done by a parent / subsidiary company and the Bidder is claiming their experience (Yes/ No)	
Was the Bidders a sub – contractor in the project (Yes/No)	

Use multiple sheets for multiple projects and separate sheets for each member of consortium.

Where applicable certificate from client clearly mentions the solutions implemented, role of the Bidders and the share of the Bidders in the consortium (if they were in a consortium). Certificate must be issued from / above the rank of Executive Engineer or Competent Authority.

Additional sheets may be attached in the above-mentioned formats if necessary.

**Client certificate and/or statutory auditor's certificate and/or Chartered Accountant's certificate and/or agreement copy and/or Letter of Award evidencing the aforementioned experience of the Bidders (corresponding to the Section 4.4) to be also attached.*

13.13 Commercial Bid Cover Letter & Format

To,
CEO,
NMC Head Office, Civil Lines
NSSCDCL, Nagpur
Maharashtra, India

Reference: RFP No. : _____ Dated: _____

Dear Sir,

We, the undersigned Bidders, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all applicable taxes except for GST.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We 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.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date: _____

Authorized Signatory: _____

Name: _____

13.14 Commercial Bid Format

#	Line Item	Quantity (a)	Units	Per Unit Amount (b)	Total Amount without GST (c)=(a)X(b)
1	Ducting & Trenching	1,19,545	Meter		
2	OFC Length	1,49,083	Meter		
3	Power Cable	4,984	Meter		
4	CAT-6 Cable Supply, Laying in Duct Including all Requisite services	10,756	Meter		
5	Concrete Chambers	319	No.		
6	Fix Camera Reinstalling	349	No.		
7	PTZ Camera Reinstalling	68	No.		
8	MS Camera Reinstalling	9	No.		
9	6 Mtr Surveillance Pole Reinstalling	91	No.		
10	6.5 Mtr ANPR Pole Reinstalling	13	No.		
11	Junction Box Reinstalling	69	No.		
12	PA Reinstalling	7	No.		
13	Manpower for Project Duration - Supervisor	1	No.		
14	Manpower for Project Duration - Technician	5	No.		
15	Manpower for Project Duration - Network Engineer	1	No.		
16	Manpower for Project Duration – Field Team (As per Section 8)	4	No.		
Total Cost (d)					

Instructions:

1. The mentioned quantity in (a) is indicative and have been provided only for the purpose of commercial evaluation. Actual quantity can vary post assessment by the bidder and only the unit rates as provided in the **Per Unit Amount (b)** would be considered.
2. **Total Cost (d) will be taken up for selection of L1 bidder.**

3. Monthly payments option will be used by NSSCDCL. For Monthly payments, the work done (reinstallation, dismantling, restoration etc.) during the month would be considered for payment purposes. In case of Manpower, the requisite amount of the Manpower will be paid with the final bill post SLA calculation and deduction.

For E.g.: If the vendor restores 1000 mts of OFC, 200 mts. of ducts, dismantles 200 cameras & reinstalls cameras, then the unit rate of all the components would be multiplied with the no. of units (1000, 200 & 200 respectively). The total amount would then be considered as monthly payment for that respective month.

4. Any tools/software used during the project implementation and support must be clearly discussed and approved with NSSCDCL and the cost of the same must be solely incurred by the bidder.
5. All the prices are to be entered in Indian Rupees ONLY.
6. The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Lodging and other related items.
7. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc except GST. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for. During the payment stage NSSCDCL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
8. The Bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
9. No advance payment shall be made towards any activity.

13.15 Declaration by the Bidders regarding Qualifications

[On the letter head of the Bidding Company]

To,

CEO,

NMC Head Office, Civil Lines

NSSCDCL, Nagpur

Maharashtra, India

In relation to my/our Bid submitted to..... for procurement of In response to their Notice Inviting Bids No..... Dated.....I/we hereby declare that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity i.e. NSSCDCL;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
6. I/we have not been blacklisted by any State / Central Government Department or Central /State PSUs / ULBs as on bid submission date

Date: _____ Signature of Bidders: _____

Place: _____ Name: _____

Designation: _____

Address: _____

13.16 No Deviation Certificate

[On the letter head of the Bidding Company]

To,

CEO,

NMC Head Office, Civil Lines

NSSCDCL, Nagpur

Maharashtra, India

Reference: Request for Proposal for _____ Ref: RFP No. <<.....>> dated <<>>

Subject: No Deviation Certificate

Dear Sir,

We <<The Bidder>> having our registered office at <<registered address of the Bidder>> do hereby certify & confirm that:

We have read and understood all the requirements including Terms & Conditions of the Tender under Reference

We certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____.

We accept and undertake to comply with all the requirements including terms & conditions specified in Tender under Reference unconditionally

We 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. We hereby provide full & unconditional compliance to all clauses, sub clauses, annexures & subsequent Addenda, Corrigenda, Amendments, Errata including but not limited to General Conditions of the Contract, Special Conditions of the Contract & Technical Requirements stated in the Tender under Reference.

We undertake to supply any additional component that may be required to fulfil the requirements & Compliance of the Tender under Reference, in totality, and such additional components shall have no incremental impact on "Time and/or Commercial Terms, Price & Cost to the Purchaser"

We hereby declare No Deviation to Tender under Reference. This No Deviation Undertaking supersedes all deviations/observations/remarks/comments, if any, in our Bid Response, without any prejudice to the purchaser.

Later, if any deviation is observed in our Bid response with respect to Tender under Reference, the same shall stand withdrawn at no additional implication & impact in terms of "Time and/or Commercial Terms, Price & Cost to the Purchaser".

(Authorized Signatory, Bidder)

Signature:

Name:

Designation:

Seal & Date:

13.17 Master Service Agreement

[On the letter head of the Bidding Company]

Draft of Agreement Format

This CONTRACT (hereinafter called the "Contract") is made the ____ day of the month of ____ between, on the one hand, NSSCDCL, Government of Maharashtra, hereinafter called "Authority" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees) and, on the other hand M/s _____ having its registered office at _____ hereinafter called the " Bidders " (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees).

Whereas

- a) The Authority has selected the Bidders to provide services as per specifications mentioned in the bid document No: _____ and as defined in the General Conditions of the Contract any other clarification issued thereafter.
- b) By filling the bid document and signing it the Bidders has agreed to the Authority that they have the required professional skills, personnel, technical and financial resources, and have agreed to execute the items in the bid document on the terms and conditions set forth in this contractual bid document.

NOW THEREFORE the parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of the Contract agreement.
 - a. The complete bid document including the common set of deviation issued from time to time.
 - b. Minutes of the pre-bid meeting, standard set of deviations/corrigendum, drawing and instructions issued by NSSCDCL.
 - c. Letter of Intent / Award
 - d. Letter of Acceptance
 - e. Any other communications issued prior to signing of the agreement.

2 That the Bidders agrees to indemnify, hold harmless and Defend Authority, its officers, employees, invitees, and agents (the "Indemnified Parties") against any and all third party demands, claims, suits, proceedings, actions of any nature or kind whatsoever ("Claims"), liabilities, damages, judgments, costs, expenses and fees (including reasonable legal expenses) ("Losses") arising out of or in any way associated with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective names as of the day & year first above written.

FOR AND ON BEHALF OF

BY NSSCDCL,

(Authorized Representative)

Witness:

- 1.
- 2.

By Authorized Signatory

FOR AND ON BEHALF OF

M/S.

Witness:

- 1.
- 2.

13.18 Change Request Note

Change Request Note		CRN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
<i>(To include reason for change and appropriate details/specifications)</i>		
Attachments:	<i>(Identify any attachments as A1, A2, and A3 etc.)</i>	
Authorized by Purchaser	Date:	
Name:		
Signature:		
Received by the Bidders	Date:	
Name:		
Signature:		

Change Request Note		CRN Number:
Part B: Evaluation		
<i>(Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.)</i>		
Attachments:	<i>(Identify any attachments as B1, B2, and B3 etc.)</i>	

Brief Description of Solution:	
Impact:	
Deliverables:	
Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the Bidders	Date:
Name:	
Signature:	

Change Request Note		CRN Number:
Part C: Authority to Proceed		
<i>Implementation of this CRN as submitted in Part A, in accordance with Part B is: (tick as appropriate)</i>		
Approved		
Rejected		
Requires Further Information	<i>(as follows, or as Attachment 1 etc.)</i>	
For Purchaser and its nominated agencies	For SI	
Signature:	Signature:	
Name:	Name:	

Title:	Title:
Date:	Date:

13.19 Performance Bank Guarantee Format

For Contract Performance Bank Guarantee

Ref: _____ Date: _____

Bank Guarantee No.: _____

To

CEO,

NSSCDCL,

Nagpur - 440001

PERFORMANCE BANK GUARANTEE – For Selection of a Vendor for Addressing Existing Notification Of Disturbances (NoD's) in Nagpur at NSSCDCL, Government of Maharashtra

Dear Sir,

WHEREAS

M/s. (name of Bidders), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidders), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (herein after, referred to as “Contract”) with you for “Selection of a Vendor for Addressing Existing Notification Of Disturbances (NoD's) in Nagpur at NSSCDCL”, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidders) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold well till **180** days beyond the term of the contract, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until **180 days** beyond the term of the contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against NSSCDCL, Govt. of Maharashtra; and
- ii. For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Total Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to **180 days** after the End of Contract Period; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 6 months after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated thisday..... 2025.

Yours faithfully,

For and on behalf of the Bank,

Name

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

13.20 NOD Site Survey Report Format

NOD Site Survey Report, NSSCDCL						
Assets Considered For NOD			Date of Visit:		User Department: POLICE / NMC / NSSCDCL	
#	Asset Type	No. Of Units	Police Station/Zone	Location Name	Description	Observation/Remarks
						User Department: PMU: Third Party:
Visiting Team						
#	Name	Organisation	Contact No.	Designation	Signature	
Supporting Documents Attached						
#	Document Name	Protocol Clause No. Ref.	Document Type	Details Of Document		
			Letter / Permissions / NOC / Survey Report / Dismantled Asset Details / Budget Estimates / ROW (by SI/Third Party) etc.			
Before Reinstallation Geo Tagged Photographs						
After Reinstallation Geo Tagged Photographs						

13.21 Integrity Pact

INTEGRITY PACT

This pre-contract agreement (hereinafter called the “Integrity Pact” or “Pact”) is made on <<day>> of <<month, year>>, between, on one hand, the CEO acting through <designation and department> Purchaser (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s <<bidder's legal entity >> represented by <<name and designation>> (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to engage the Managed Service Provider (MSP) for implementation and operations management of the Project and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2. The BUYER will, during the pre-contract stage, treat all the BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BUYER will report to the appropriate Government office any Model RFP Templates for Implementation Agencies attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of the BIDDER

The BIDDER commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.
- 3.3. BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.4. The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.5. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family

members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.6. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, Technical Bids and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the BIDDER who is involved in the bid process or any employee of such BIDDER or any person acting on behalf of such BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of BUYER who is involved in the bid process has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.12. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

For the purposes of clauses 3.11 & 3.12, the listed words shall have the ascribed meanings as follows:

- i. "employee of such BIDDER or any person acting on behalf of such BIDDER" means only those persons acting on behalf of such Bidder who are involved in the bid process / Project.
- ii. "officers/employee of the BUYER", means only those persons who are involved in the bid process / Project.
- iii. "financial interest/stake in the BIDDER's firm" excludes investment in securities of listed companies".

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (EMD)

- 5.1. The Bidder's EMD of Rs. <value> deposited along with the bid shall remain valid till the submission of performance guarantee by the BIDDER.
- 5.2. In case of the successful BIDDER, a clause would also be incorporated in the Performance Bank Guarantee that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.3. Within 21 days of the receipt of notification of award from the employer, the successful Bidder shall furnish the performance security equal to <10 per cent> of the value of contract from a nationalized/scheduled commercial bank in accordance with the conditions of the Agreement.
- 5.4. Performance security should remain valid from date of execution of Contract to the expiry of 60 days after the date of completion of all contractual obligations including warranty obligations.
- 5.5. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Performance Security for the period of its currency.

6. Sanctions for Violations

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
 - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1. The BIDDER undertakes that under similar buying conditions, it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1. Shri Rajesh Dufare has been appointed as Independent External Monitor (hereinafter referred to as Monitor) for overseeing and implementation of the Pre-Contract Integrity Pact for procurement of services in the NSSCDCL. His contact details are as under:

Shri Rajesh Dufare

NMC Administrative Office

+91 98235 26400

rjdufare@gmail.com

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER 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. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7. The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is Nagpur.

11. Other Legal Actions

The actions stipulated in this 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.

12. Validity

- 12.1. The validity of this Integrity Pact shall be from date of its signing and extend upto <X years> or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.
- 12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER	BIDDER
NAME OF OFFICER:	NAME:
DESIGNATION:	DESIGNATION: CEO/MD/EQUIVALENT DESIGNATION
ORGANISATION: NSSCDCL	ORGANISATION:
WITNESS	WITNESS
1.	1.
2.	2.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

NSSCDCL by:

Bidder by:

(Signature)

(Signature)