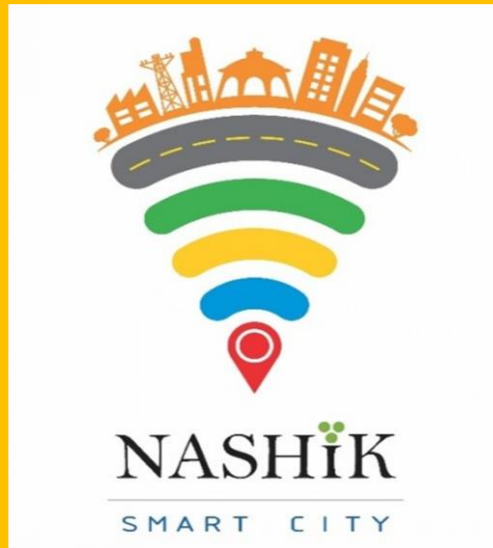




**Request for Proposal (RFP)
For
Selection of Implementation Agency
for Supply, Laying, Installation,
Testing and Commissioning of Nashik
& Trimbakeshwar City Network
Backbone along with providing
Operations & Maintenance Services**

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

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

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

Disclaimer

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

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

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

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Invitation to Proposal

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

Important Dates

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

Definitions & Acronyms

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

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

1. Introduction

1.1. About Nashik Trimabkeshwar KUMBH

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

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

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

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

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

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

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

1.2. Project Profile:

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

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

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

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

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

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

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

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

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

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

1.3. RFP Format

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

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

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

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

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

1.4. Factsheet / Datasheet:

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

2. Instruction to Bidders

2.1. General

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

Notes of e-Tendering:

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

2.2. Eligible Bidders

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

2.3. Compliant Bids / Completeness of Response

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

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

2.4. Code of Integrity

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

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

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

2.5. Bidder to Inform

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

2.6. Pre-bid meeting & Clarification

Bidders Queries

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

Responses to Pre-Bid Queries and Issue of Corrigendum

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

2.7. Bid Validity Period

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

2.8. Firm Prices

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

2.9. Bid Prices

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

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

3. Key Requirements of Bid

3.1. Right to Terminate the Process

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

3.2. RFP Document Fees and Purchase

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

3.3. Earnest Money Deposit (EMD)

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

3.4. Submission of Proposal

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

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

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

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

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

3.5. Bid Preparation costs

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

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

3.6. Language

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

3.7. Discount

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

3.8. Only One Proposal and One Solution

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

3.9. Authentication of Bids

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

3.10. Bidders Authorization

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

3.11. Amendment of request for proposal

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

3.12. Local Conditions

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

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

3.13. Venue & Deadline for Submission of Proposals

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

3.14. Proposals submitted after designated time of submission

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

3.15. Deviations

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

3.16. Modification and Withdrawal of Bids

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

3.17. Reveal of Prices

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

3.18. Address for Correspondence

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

3.19. Contacting the NMSCDCL

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

3.20. Nashik Site Visit by Bidder

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

3.21. Bidder related Conditions

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

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

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

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

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

3.23. Bid Submission

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

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

3.24. Contents of Bid on e-Tendering Portal

Sr. No.	Category	Response
1	Proof of payment of RFP Document fee & Earnest Money Deposit (EMD)	• Receipt or confirmation of online Tender Fee/ RFP Document Fee payment • Receipt or confirmation of online EMD payment
2	Response to Pre-Qualification Criteria	• Pre-Qualification Bid Checklist • Pre-Qualification Bid Covering Letter • Response to Pre-Qualification criterion along with the required supporting documents
3	Technical Proposal	• Technical Bid Checklist • Technical Bid Covering Letter • Response to Technical Evaluation criterion along with the required supporting documents
4	Commercial Proposal	• Commercial bid/proposal as per the pre-defined format

3.25. Technical Proposal

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

3.26. Commercial Bid

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

3.27. Opening of Bids

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

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

3.28. Commercial Proposal

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

3.29. Sub-Contracting

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

4. Selection Process for Bidder

4.1. Evaluation of Bids

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

4.2. Opening of Bids

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

4.3. Preliminary Examination of Bids

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

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

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

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

4.4. Clarification on Bids

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

4.5. Evaluation Process

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

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

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

The steps for evaluation are as follows:

Stage 1: Pre-Qualification

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

Stage 2: Technical Evaluation

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

Stage 3: Commercial Evaluation

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

4.6. Pre-Qualification Criteria

Sr. No	Criteria	Details	Documents to be Submitted
1.	Legal Entity	The bidder should be an entity registered in India, under the Companies Act 1956 / 2013 or LLP registered under the LLP Act 2008, or a Partnership firm or subsequent amendments thereto.	- Certificate of incorporation / Registered Partnership deed of the bidder. - GST Registration Certificate of the bidder.
2.	Board Resolution / Power of Attorney in In favour of Authorised Signatory	A Board Resolution or Power of Attorney, in the name of the person executing the bid, authorizing the signatory to sign on behalf of the Bidding entity.	Board Resolution AND / OR Power of Attorney with Board Resolution.

Sr. No	Criteria	Details	Documents to be Submitted
		The person issuing the Power of Attorney shall possess a Board Resolution in their favour for granting such rights.	
3.	Consortium and Joint Venture	Consortium and Joint Venture in any form are not allowed.	Self-Declaration Document (Refer Annexure-7.9)
4.	Mandatory Compliances / Licenses/Certifications	The bidder should have below mandatory registration & certifications: - IP1 registration from the competent authority (Department of Telecom) as on the bid submission date - Valid ISO 9001:2015 or latest certification - Valid ISO 27001:2013 or latest	The bidder shall submit Registration /Certificate from the Department of Telecommunications, Govt. of India for IP1 and ISO authorities as applicable, valid on the day of bid submission
5.	Non-Blacklisting, Non-Debarred, Non-Insolvency, Non-Bankruptcy and Authenticity of Submitted Documents	- The bidder should not be blacklisted/ debarred by any State Government or Central Government or PSUs / Govt. undertakings or Government Companies / Government Enterprises or Urban Local Bodies (ULB) or similar statutory entities in India as on the date of bid submission - The bidder should not be insolvent, in receivership, or bankrupt as of the date of bid submission	Self-Declaration to be submitted on notarized INR 500 stamp paper. (Refer Annexure-7.6)
6.	Years of Operations	The bidder should have been in the business of Optical Fibre Cable (OFC) Infrastructure (Trenching/ ducting/ blowing/ laying/ installation/ leasing/ etc.) along with providing its maintenance services for the last 5 years as of the bid submission date.	Certificate from a statutory auditor/ CA having UDIN/ Relevant Work Orders
7.	Financials	The bidder should have the average annual turnover of INR 104 crore in the previous three (3) financial years from OFC infrastructure (Trenching/ ducting/ blowing/ laying/ installation/ leasing/ etc.) (Previous three years - 2022-23 to 2024-25, In the absence of an audited balance sheet and P&L for FY 2024-2025, bidder allowed to submit Statutory Auditor Certified unaudited financial statements for FY 2024-25 will also be accepted.)	Audited balance sheet and profit & loss statement and Certificate from a statutory auditor/CA having UDIN (for specific business-related turnover, as asked)
8.	Net worth	The bidder should have positive net worth in each of the previous three financial years. (Previous three years - 2022-23 to 2024-25, In the absence of an audited balance sheet and	Certificate from a statutory auditor/ CA having UDIN

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

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

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

Note:

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

4.7. Technical Evaluation Framework

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

S. No.	Criteria	Max. Marks Allotted	Required Documents
TQ-1	The bidder should have relevant experience in India, successfully completed, related to OFC infrastructure (Trenching/ ducting/ blowing/ laying/ installation/ leasing/ etc.), in last five (05) financial years (FY'2020–FY'2025): - One project of value >INR 41.6 Cr <= INR 83.2 Cr.: 15 marks - One project of value >INR 83.2 Cr <= INR 104 Cr.: 20 marks - One project of value >INR 104 Cr.: 25 marks	25	1. Work Order or Signed Contract with detailed scope of work AND 2. Client Completion Certificate / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum. OR Satisfactory Work in Progress Certificate from the Client / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum.
TQ-2	Experience of successfully completed <u>Trenching & Ducting for laying OFC infrastructure through Horizontal Drilling Methodology (HDD)/ Open Trenching (OT) Methodology</u> for licensed TSP/ UL licensed entity/ Government entity/ PSU or as IP1 Infrastructure Provider in India in last five (05) financial years (FY'2020 – FY'2025): - One project for linear (non-overlapping) route length >120 km <= 240 km: 15 marks - One project for linear (non-overlapping) route length >240km <= 300 km: 20 marks - One project for linear (non-overlapping) route length >300 km: 25 marks	25	1. Work Order or Signed Contract with detailed scope of work AND 2. Client Completion Certificate / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum. OR Satisfactory Work in Progress Certificate from the Client / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum.

S. No.	Criteria	Max. Marks Allotted	Required Documents
TQ-3	Experience of successfully completed <u>Blowing underground Optical Fibre Cable</u> for licensed TSP/ UL licensed entity/ Government entity/ PSU or as IP1 Infrastructure Provider in India in last five (05) financial years (FY'2020 – FY'2025): - One project for linear (non-overlapping) route length >120 km <= 240 km: 10 marks - One project for linear (non-overlapping) route length >240km <= 300 km: 15 marks - One project for linear (non-overlapping) route length>300 km: 20 marks	20	1. Work Order or Signed Contract with detailed scope of work AND 2. Client Completion Certificate / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum. OR Satisfactory Work in Progress Certificate from the Client / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum.
TQ-4	Experience of <u>Operations and Maintenance of underground telecom Duct/ Optical Fibre Cable</u> for licensed TSP/ UL licensed entity/ Government entity/ PSU or as IP1 Infrastructure Provider in India in last five (05) financial years (FY'2020 – FY'2025): - One project for linear (non-overlapping) route length >120 km <=240 km: 5 marks - One project for linear (non-overlapping) route length >240 km <= 300 km: 7 marks - One project for linear (non-overlapping) route length>300 km: 10 marks	10	1. Work Order or Signed Contract with detailed scope of work AND 2. Client Completion Certificate / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum. OR Satisfactory Work in Progress Certificate from the Client / Certificate from statutory auditor/ CA having UDIN certifying the relevant completed value / work quantum.
TQ-5	The bidder should have been in the business of OFC infrastructure (Trenching/ ducting/ blowing/ laying/ installation/ leasing/ etc.) along with providing its maintenance services as on bid submission date - Experience of > 5 years <= 10 years: 10 marks - Experience of > 10 years <= 15 years: 15 marks - Experience of > 15 years: 20 marks	20	Certificate from a statutory auditor/ CA having UDIN/ Relevant Work Orders

Note:

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

4.7.1. Key Personnel Criteria

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

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

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

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

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

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

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

4.8. Rejection Criteria

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

4.8.1.General Rejection Criteria

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

4.8.2.Commercial Rejection Criteria

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

4.9. Country of Origin and Purchase Preference

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

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

5. Award of Contract

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

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

5.2. Notification of Award

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

5.3. Contract Finalization and Award

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

5.4. Performance Bank Guarantee (PBG)

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

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

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

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

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

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

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

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

5.5. Warranty & Maintenance

Warranty

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

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

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

The successful bidder hereby warrants Purchaser that:

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

Operations and Maintenance (O&M)

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

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

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

5.6. Signing of Contract

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

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

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

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

6. Annexure 1 – Format for Pre-bid Queries

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

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

I.

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

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

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

7.1. Pre-qualification bid checklist

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

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

7.2. Pre-Qualification Bid Covering Letter

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

Date: dd / mm / yyyy

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

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

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

Dear Sir,

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

We hereby declare that:

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

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

In case of any clarifications, please contact _____ email at _____

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

7.3. Company profile

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

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

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

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

7.5. Bidder's Experience - Client Citations

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

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

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

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

Date: dd / mm / yyyy

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

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

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

Sir/Madam,

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

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

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

Thanking you,

Yours faithfully,
For and on behalf of

M/s _____

(Authorized Signatory)

Name: _____

Designation: _____

Seal/Stamp of the Bidder

7.7. Self-certificate for Project execution experience

(To be provided on the Company letterhead)

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

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

(Authorised Signatory)

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

Seal:
Date:

7.8. No Deviation Certificate

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

Date: dd / mm / yyyy

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

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

(Authorised Signatory)

Signature:
Name:
Designation:
Address:

Seal:
Date:

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

[On the Letterhead of the Bidder]

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

Sir/Madam,

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

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

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

Yours faithfully,

For and on behalf of

M/s _____

(Authorized Signatory)

Name: _____

Designation: _____

Contact Number: _____

Email: _____

Seal/Stamp of the Bidder

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

8.1. Technical Bid Check-List

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

Sl #	Checklist Items	Compliance (Yes or No)	Page No. and Section No. in bid
1.	Technical Bid Covering Letter		
2.	Credential Summary		
3.	Bidder's Experience – Client Citation		
4.	Total Responsibility Certificate		
5.	Overview of Proposed Solution : • Project Understanding • Approach & Methodology • Technical & Functional Requirement Specification Compliance		
6.	Project Plan		
7.	Details of Resources Proposed		
8.	Compliance to Requirement (Technical / Functional Specifications) on the respective OEM Letter Head with counter sign of Bidder's authorized signatory for • Optical Fibre Cable • HDPE Duct • Light Interface Unit (LIU) • Network Monitoring & Operations Management Platform		
9.	Proposed Bill of Material's Make and Model for • Optical Fibre Cable • HDPE Duct • Light Interface Unit (LIU) • Network Monitoring & Operations Management Platform		
10.	Manufacturers'/Producers' Authorization Form for • Optical Fibre Cable • HDPE Duct • Light Interface Unit (LIU) • Network Monitoring & Operations Management Platform		
11.	Anti-Collusion Certificate		
12.	Non-Disclosure Agreement		
13.	OEM Declaration for • Optical Fibre Cable • HDPE Duct • Light Interface Unit (LIU) • Network Monitoring & Operations Management Platform		
14.	Format for Bid Capacity		
15.	Format for Self-declaration for Rule 144 GFR reg.		
16.	Certificate / Documents against Technical Evaluation Framework Criteria (Section 4.7)		
17.	Any other supporting credential/documents		

8.2. Technical Bid Covering Letter

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

Date: dd/mm/yyyy

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

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

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

Dear Sir,

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

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

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

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

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

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

Thanking you,

Yours sincerely,

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

8.3. Credential Summary

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

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

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

8.4. Bidder's Experience - Client Citations

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

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

8.5. Total Responsibility Certificate

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

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

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

8.6. Overview of Proposed Solution

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

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

8.7. Project Plan

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

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

8.8. Details of Resources proposed

Summary of Resources proposed

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

8.9. Compliance to Requirement (Technical / Functional Specifications)

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

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

8.10. Proposed Make and Model

The Bidder should provide the Make and Model for

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

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

8.11. Manufacturers'/Producers' Authorization Form

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

Date:

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

Subject: Manufacturer's Authorization Form

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

Dear Sir,

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

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

Thanking you,

Yours faithfully,

(Signature)

For and on behalf of: _____ (Name of the OEM)

Authorised Signatory

Name:

Designation:

Place:

Date:

8.12. Anti-Collusion Certificate

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

Anti-Collusion Certificate

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

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

8.13. Non-Disclosure Agreement

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

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

and,

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

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

It is hereby agreed as under:

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

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

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

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

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

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

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

For and on behalf of:

(BIDDER)

Authorised Signatory

Name:

Designation:

Office Seal:

Place:

Date :

8.14. Format for OEM Declaration

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

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

Subject: Self Declaration for Tender Reference No.

Sir,

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

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

We hereby declare that

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

8.15. Format for Bid Capacity

Applicant's legal name Date.....

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

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

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

M = Multiplier Factor (1.5)

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

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

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

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

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

(To be submitted on the letterhead of the Bidder)

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

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

Sir

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

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

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

10. Annexure 5 – Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

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

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

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

POWER OF ATTORNEY

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

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

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

Dated this the _____ day of _____ 2025

(Signature and Name of authorized signatory)

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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