



ZORAM ELECTRONICS DEVELOPMENT CORPORATION LIMITED (ZENICS)

(A Government of Mizoram Undertaking)

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No. A. 11016/2/2023-ZENICS

:

Dated Aizawl the 1st September 2023.

TENDER NOTICE

On behalf of the Government of Mizoram, M/s. Zoram Electronics Development Corporation Limited (ZENICS) invites Request for Proposal for Selection of Project Implementing Agency for Mizo Fibre Grid Network (MFGN) in the State of Mizoram through e-Procurement portal <https://mizoramtenders.gov.in> . The details of the Request For Proposal (RFP) document can also be downloaded from <https://tender.mizoram.gov.in> and <https://dict.mizoram.gov.in>. **Important dates are as follows:**

Date of issue/publishing of RFP	1 st September 2023
Last date for submission of written queries	8 th September 2023 @ 12:00 Noon
Date of pre-bid conference	8 th September 2023 @ 1:00 PM
Release of response to clarifications	13 th September 2023 (Wednesday)
Last date for submission of bid documents	22 nd September 2023 @ 12:00 Noon
Pre-qualification Bid Opening	22 nd September 2023 @ 1:00 PM
Technical bid opening	22 nd September 2023 @ 1:00 PM

Sd/-

Dr. LALTHLAMUANA

Managing Director,
ZENICS Ltd.

Memo No. A. 11016/2/2023-ZENICS

:

Dated Aizawl the 1st September 2023.

Copy to:

1. PS to Hon'ble Minister, ICT Department, Govt. of Mizoram;
2. Sr. PPS to Chief Secretary to the Govt. of Mizoram, /Chairman, ZENICS.
3. PPS to Spl. Secretary to the Govt. of Mizoram, ICT Dept./ Vice Chairman, ZENICS.
4. Chief Informatics Officer, ICT, for kind information.
5. The Director, I&PR for circulation in One national newspaper for one issue and Two Local newspaper for three consecutive issue and submit bill to the undersigned.
6. PA to Managing Director, ZENICS Ltd.,
7. The Web Information Manager, Dept. of ICT for uploading in the websites.
8. Notice Board
9. Guard file.


Managing Director,
ZENICS Ltd.



REQUEST FOR PROPOSAL

**Selection of Implementing Agency for Mizo Fibre
Grid Network (MFGN), Mizoram**

**Zoram Electronics Development Corporation Ltd.
(ZENICS)**

4th Floor, Old Secretariat Building-1, Treasury Square,
Aizawl – 796001, Mizoram

Disclaimer

This RFP is issued by Zoram Electronics Development Corporation Ltd. (ZENICS) to the bidders (RFP No. A. 11016/2/2023- ZENICS).

ZENICS intends to implement Mizo Fibre Grid Network (MFGN) project. This document has been prepared on the basis of available information in ZENICS and other publicly available documents which ZENICS believes to be reliable. The sole objective of this document (the Request for Proposal or the RFP) is to solicit Technical and Financial bids from parties for taking part in the future process leading to Selection of Implementing Agency for MFGN project in the State of Mizoram.

While this document has been prepared in good faith, no representation or warranty, express or implied, is or shall be made and no responsibility or liability shall be accepted by ZENICS or any of their employees, consultants, advisors or agents as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed. Interested Parties may carry out their own study/ analysis/ investigation as required before submitting their Technical and Commercial bids.

This document does not constitute an offer or invitation, or solicitation of an offer, nor does this document or anything contained herein, shall form a basis of any agreement or commitment whatsoever.

Some of the clauses, scope & activities listed to be carried out by ZENICS subsequent to the receipt of the responses are indicative only. ZENICS has the right to continue with these clauses, scope & activities; modify the sequence of clauses, scope & activities; add new clauses, scope & activities or remove some of the clauses, scope & activities, as dictated by the best interests of ZENICS.

Notice Inviting Tender

Zoram Electronics Development Corporation Limited (ZENICS), having its Registered Office at **“4th Floor, Old Secretariat, Aizawl- 796001”** invites responses (“Proposals”/ “Bids”) to this Request for Proposal (“RFP”) from bidders to be appointed as Implementing Agency (IA) for Mizoram Fibre Grid Network Project in the State of Mizoram.

Interested bidders are advised to study this RFP carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

Interested bidders may download the RFP from the website URL mentioned in the Fact Sheet. Any subsequent corrigenda/ clarifications shall also be made available on the website URL mentioned in the fact sheet.

Proposals must be received not later than time and date mentioned in the Fact Sheet. Proposals that are received after the deadline **WILL NOT** be considered in this procurement process.

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1. Glossary

Term	Definition
ABD	As Built Drawing
ADSS	All-dielectric self-supporting cable
AT	Acceptance Testing
BHQ	Block Headquarter
Bidder	Sole Bidder or Lead Bidder representing and acting on behalf of the Consortium
BOM	Bill of Material
BOQ	Bill of Quantity
CAPEX	Capital Expenditure
CCC	Change Control Committee
CCN	Change Control Note
Cr	Crore
DD	Demand Draft
DHQ	District Headquarter
DoT	Department of Telecommunication
DPR	Detailed Project Report
EMD	Earnest Money Deposit
FDMS	Fibre Distribution Management System
FODP	Fibre Optic Distribution Panel
FTB	Fibre Termination Box
GB	Giga Byte
GDP	Gross Domestic Product
GI Poles	Galvanized Iron Poles
GIS	Geographical Information System
GP	Gram Panchayat
GPS	Global Positioning System
GTV	Gross Total Value
HQ	Head Quarters
IA	Implementing Agency / Successful Bidder
LOA	Letter of Authorization
LOI	Letter of Intent
LSPM	Laser Source Power Meter

Term	Definition
MAF	Manufacturer's Authorization Form
MFGN	The Mizo Fibre Grid Network
MTTR Report	Mean Time to Repair Report
NDA	Non-Disclosure Agreement
OEM	Original Equipment Manufacturer
OFC	Optical Fibre Cable
OPGW	Optical Ground Wire
OTDR	Optical Time Domain Reflectometer
PBG	Performance Bank Guarantee
PO	Purchase Order
PoP	Point of Presence
Purchaser	ZENICS is called Purchaser / Tendering Authority in this RFP
RFMS	Remote Fibre Monitoring System
SASCI	Special Assistance to States for Capital Investment
SDC	State Data Centre
SLA	Service Level Agreements
TEC, GR	Telecommunication Engineering Centre, Generic Requirement
TPA	Third Party Agency
UAT	User Acceptance Testing

2. Facts Sheet & Important Dates

Information	Details
Tender Number	A- 11016/2/2023- ZENICS
Name of Tenderer	Zoram Electronics Development Corporation Limited (ZENICS)
Tender name	Selection of Project Implementing Agency for Mizo Fibre Grid network (MFGN) in the State of Mizoram under ZENICS
Date of Issue/ Publishing of the RFP	01.09.2023
Document Download/ Sale Start Date	01.09.2023
Document Download/Sale End Date	22.09.2023 at 12:00 Noon
Date for Pre-Bid Conference	08.09.2023 at 1:00 PM
Venue of Pre-Bid Conference	Online through Video Conference
Last Date and Time for Submission of Pre- Bid Queries/ Suggestions for Clarifications	08.09.2023 at 12:00 Noon
Tentative Date for Release of Responses to Pre- Bid Queries	13.09.2023 (Wednesday)
Last Date and Time for Submission of Bids	22.09.2023 at 12:00 Noon
Date and Time of Opening of Pre-Qualification Bids	22.09.2023 at 1:00 PM
Date and Time of Opening of Technical Bids	22.09.2023 at 1:00 PM
Tender Fee	INR 50,000
EMD	INR 1,00,00,000
Bid Validity Days	180 days
Validity of the Contract from the date of issuance of Award of Work	3 years from issue of work order
Address for Communication	4 th Floor, Old Secretariat Building- I, Treasury Square, Aizawl, Mizoram- 796001

3. Introduction

3.1 The MFGN Project

The Mizo Fibre Grid Network (MFGN) project is a strategic initiative taken up by the Department of ICT, Government of Mizoram under the SASCI Scheme 2022-23 to provide Optical Fibre Cable (OFC) Network from State Capital to District headquarters and Block headquarters.

Implementing optical fibre network for internet connectivity in a State with geographically isolated areas holds the potential to catalyse transformative change within its remote areas. By bridging the digital divide through reliable internet access, these marginalized communities can leapfrog into the realm of education, healthcare, and economic opportunities. With connectivity, villages can access online educational resources, enabling children to access quality education beyond their immediate physical surroundings. Telemedicine services can reach remote areas, offering vital healthcare consultations and advice. Economic prospects will flourish as digital platforms open avenues for market access, e-commerce, and skill enhancement, empowering villagers to explore wider horizons. Ultimately, the introduction of Fibre network not only connects these communities to the rest of the country but also unlocks a world of information, progress, and inclusivity that was previously beyond their reach.

The project's objective is to enable high-speed Internet connectivity to all the districts, block headquarters in Mizoram, thereby contributing to the overall socio-economic development of the state. The high-speed network infrastructure will be designed to ensure seamless connectivity and interoperability with the national network, enabling access to various e-governance services, digital education, and telemedicine facilities for the rural population.

3.2 Mizoram – Brief Description and Strategic Importance

Mizoram, situated in the north-eastern region of India, is a state characterized by its captivating topography and cultural heritage. Nestled amidst the scenic Mizo Hills, the state showcases a panorama of verdant valleys, cascading waterfalls, and mist-shrouded mountains. With a predominant population of the Mizo community, Mizoram exhibits a vibrant tapestry of indigenous traditions and customs. The region's distinctive festivals, such as Chapchar Kut and Pawl Kut, exemplify the rich cultural legacy, featuring unique musical expressions, traditional dances, and the intricate craftsmanship exhibited in its handloom textiles.

Mizoram spans over an area of approximately 21,087 square kilometres, of which approximately 91% is covered in forest. Mizoram stands as a testament to its diverse and abundant biodiversity, boasting dense forests that harbor a wide array of flora and fauna. Notably, the Dampa Tiger Reserve, located in the western part of the state, serves as a sanctuary for numerous wildlife species, including tigers, leopards, elephants, and an array of avian inhabitants. The state's cultural heritage is equally remarkable, with Mizos displaying a deep reverence for music, art, and traditional handicrafts. The intricate bamboo and cane work, along with the intricately designed shawls, are emblematic of Mizoram's renowned craftsmanship and have garnered recognition both nationally and internationally.

Touching Bangladesh on the west and Myanmar on the east and south, Mizoram occupies an important strategic position having a long international boundary of approx. 722 Kms.

3.3 Zone wise Approach

- 3.3.1 ZENICS has planned to deploy an optical fibre network covering 11 Districts, 26 Blocks and 79 identified Point of Presence (PoP) within the Districts. IA's overall scope of work includes Survey, Design, Plan, Supply, Implement, Test, Maintain and finally Transfer the Infrastructure to Govt. of Mizoram

- 3.3.2 In order to ensure timely completion of the project, ZENICS has distributed the overall scope of implementation in three Zones.
- **Zone A**
 - **Zone B**
 - **Zone C**
- 3.3.3 Zones have been formed on the basis of geographical distribution of Districts, Blocks, and motorable road accessibility
- 3.3.4 The Bidders shall bid for the overall Bill of Material (BoM) annexed as Commercial bid format in this RFP
- 3.3.5 However, allotment of work shall be Zone wise on the basis of declaration of H1, H2 and H3. The detailed method of allotment has been mentioned in **Clause 4.35.7: Method of Allotment of Zones**
- 3.3.6 The Districts included in each Zone have been mentioned in **Clause 3.4- Zone wise distribution of MFGN Implementation**
- 3.3.7 The selection of IA shall be based on Quality cum cost based (QCBS) method with technical and financial weightage to be 70 and 30 respectively.
- 3.3.8 All the SLA, timelines, penalties & payments terms mentioned in this RFP would be applicable for all the three Zones.
- 3.3.9 The scope of work, implementation and maintenance of the network would be applicable for all the three Zones.

3.4 Zone wise distribution

Please note that this is indicative route length. Final route length will be decided post survey conducted by Implementing Agency and approved by ZENICS. Broad segregation of Zones (Zone-A, Zone-B & Zone-C) is shown below:

Zone A:

#	Name of District	Intra-district OPG W (KM)	Inter-District OPG W (KM)	Intra-district ADS S (KM)	Inter-District ADS S (KM)	Avg. Elevation (m)	Population	No. of Villages.	Total Blocks	Total POP S
1	Aizawl	157	0	56	43	534	368276	4	9	26
2	Khawzawl	63	48	65	0	1126	35931	1		
3	Champhai	0	18	184.5	0	1025	32033	2		
4	Saitual	0	61	45	0	534	32033			
Total		220	127	350.5	43			7		
		347		393.5						
Total OFC Kms		740.5								

Zone B:

#	Name of District	Intra-district OPG W (Km)	Inter-District OPG W (Km)	Intra-district ADS S (Km)	Inter-District ADS S (Km)	Avg. Elevation (m)	Population	No. of Villages.	Total Blocks	Total POP S
1	Kolasib	53	0	16	48	256	83955	3	5	14
2	Mamit	50	40	150	0	303	86364	3		
Total		103	40	166	48			6		
		143		214						
Total OFC Kms		357								

Zone C:

#	Name of District	Intra-district OPG W (Km)	Inter-District OPG W (Km)	Intra-district ADS S (Km)	Inter-District ADS S (Km)	Avg Elevation (m)	Population	No. of Villages.	Total Blocks	Total POP S
1	Serchhip	60	48	79	59	819	64937	2	12	29
2	Lunglei	34	56	114	0	657	154241	5		

#	Name of District	Intra-district OPG W (Km)	Inter-District OPG W (Km)	Intra-district ADSS (Km)	Inter-District ADSS (Km)	Avg Elevation (m)	Population	No. of Villages.	Total Blocks	Total POP S
3	Hnahthial	0	0	34	49	552	7187	1		
4	Lawngtlai	0	57	148	37	600	117894	2		
5	Saiha	6	32	135	6	754	56574	2		
Total		100	193	510	151			12		
		293		661						
Total OFC Kms		954								

4. Instructions to Bidders

4.1 General

- 4.1.1 While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Purchaser requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- 4.1.2 All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.
- 4.1.3 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 Purchaser. Any notification of preferred bidder status by Purchaser shall not give rise to any enforceable rights by the Bidder. Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Purchaser.
- 4.1.4 The Purchaser may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal (<https://mizoramtenders.gov.in/>, <https://tender.mizoram.gov.in/>).
- 4.1.5 This TENDER supersedes and replaces any previous public documentation & Communications, and Bidders should place no reliance on such communications.
- 4.1.6 As per the Order no. P45021/2/2017-PP (BE-II) issued by DPIIT, Dept of Commerce and Industry, Govt. of India, in order to promote the goods and equipment made in India for Public Procurement, Bidders are advised to prefer procurement accordingly.

4.2 Eligible Bidders

- 4.2.1 The objective of this RFP is to invite Implementing Agency (IA) to Survey, Design, Plan, Supply, Implement, Test, Maintain and Transfer the Infrastructure for Mizo Fibre Grid Network Project in State of Mizoram.
- 4.2.2 It may be noted that the Lead Bidder cannot be a member of more than one bidding consortium. Although Consortium members (except Lead Bidder) can be part of any number of consortia.
- 4.2.3 Bids may be submitted by either of the following categories of bidders only:
- 4.2.3.1 The Bidder will be a Prospective Bidder, who will be responsible for forming a Consortium of companies / corporations (OEM and Service Providers) as described below:
- 4.2.3.2 **Sole Bidder**
The Sole Bidder must be a Prospective Bidder company which has the capabilities to deliver the entire scope as mentioned in the RFP.
- 4.2.3.3 **Consortium of Firms**
Bids can be submitted by a consortium of firms. A consortium should not consist of more than two members (including the Lead Bidder). One of the Firms would be

designated as an "IA / Lead Bidder". The IA / Lead Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in all sections of this RFP. The IA / Lead Bidder would also be responsible for ensuring the successful execution of integrated solution including meeting the SLAs. The list of Consortium Members needs to be declared in the bid which can only be altered post approval by the Purchaser. **IA/ Lead Bidder and all the consortium members shall be jointly and severally liable to the Purchaser / Government of Mizoram for any failure during the execution of the project in accordance with the terms & conditions of the bid document and a statement of this effect shall be included in the MoU/ Consortium Agreement.**

- 4.2.4 The IA / Lead Bidder will be responsible for:
- a. The management of all Consortium Members who are part of the bid, and
 - b. The Survey, Design, Plan, Supply, Implement, Test, Maintain and Transfer the products and services as per the guidelines of Contract.
- 4.2.5 Bids submitted by the IA / Lead Bidder should comply with the following requirements also:
- a. The IA / Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all consortium members. Entire execution of the Contract, including payment, shall be done exclusively by / with the IA / Lead Bidder
 - b. Internal arrangement between the Consortium Members is left to the bidders. It is the responsibility of the Lead Bidder / IA to ensure that all the other Consortium Members in the bid are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified.

4.3 Compliant Bids/ Completeness of Response

- 4.3.1 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.
- 4.3.2 Prior to evaluation of Bids, ZENICS shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:
- a. it is received as per the relevant format set out under this RFP;
 - b. it is received by the Bid Due Date and time including any extension thereof pursuant to the terms of this RFP;
 - c. it is accompanied by the EMD as specified in **Clause 4.8: Earnest Money Deposit (EMD)**;
 - d. it is accompanied by the power(s) of attorney or board resolution as relevant to a Sole / Lead Bidder of a Consortium (as may the case be) as per the terms of this RFP;
 - e. it contains all the information (complete in all respects) as requested in this RFP and/ or Bidding Documents (in formats same as those specified);
 - f. it does not contain any condition or qualification limiting or affecting the manner or substance of performance of obligations of the Bidder under this RFP, unless specifically required as per the terms of this RFP;
 - g. if a Bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, its Bid shall be liable to be summarily rejected. In any

- case none of such conditions will be deemed to have been accepted unless specifically mentioned in the RFP issued by ZENICS
- h. It does not contain any suppression of information or facts as required to be furnished by the Bidder under this RFP or as may be relevant to be furnished by the Bidder in relation to the Project
 - i. It does not comprise any incomplete information, subjective / conditional / contingent / partial offers
 - j. is valid for a period of 180 (one hundred and eighty) days; and
 - k. It is not non-responsive as per any other terms of this RFP
- 4.3.3 ZENICS reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal may be entertained by ZENICS in respect of such Bid. Provided, however, that ZENICS may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid, subject to its written approval and confirmation in this regard
- 4.3.4 Failure to comply with the requirements as mentioned below may render the bid non-compliant and the Bid may be rejected. Bidders must:
- a. Include all documentation specified in this RFP, in the bid
 - b. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP
 - c. Comply with all requirements as set out within this RFP

4.4 Procedure for Submission of Bids

- 4.4.1 The bidders should submit bid documents through Mizoram e-Procurement portal at <https://mizoramtenders.gov.in/>.

PART-I: Pre-Qualification Bid

- 4.4.2 Pre-qualification bid response documents need to be digitally signed before uploading in the e-Procurement Portal. All documents to be uploaded for Pre-qualification as per **Clause 4.35.4: Pre-qualification criteria** should be in free-format. For all the free-format documents, Bidder is expected to scan the relevant documents into PDF format (in 100 dpi scan resolution).

PART-II: Technical Bid

- 4.4.3 Technical bid response documents as per **Clause-4.35.5: Technical Evaluation Criteria** need to be digitally signed before uploading in the Mizoram e-Procurement portal. Complete technical details, data sheet, detail technical specification for the equipment and any other relevant documents should be uploaded.

PART-III: Commercial Bid

- 4.4.4 Commercial bid response documents need to be digitally signed before uploading in the said portal. Complete commercial details should be as per specified format.

4.5 Bidder to Inform

- 4.6.1 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.

4.6 Bid Preparation Costs

- 4.7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentations etc. for the purposes of clarification of the bid, if so desired by the Purchaser.

4.7 Pre-bid Meeting and Clarifications

4.7.1 Bidders Queries

- a. Any clarification regarding the RFP document and any other item related to this project can be submitted to Purchaser as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted as per the format annexed as **Annexure 7.1** in a spread sheet format, (.xls) only along with name and details of the organisation submitting the queries on or before the last date as mentioned by the Purchaser in **Clause 2: Fact Sheet & Important Dates**
- b. Purchaser shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by Purchaser.
- c. Bidders must submit their queries through electronic media only (E-mail). The email IDs are pmu.mfgn.zenics@gmail.com, ringa.dict@mizoram.gov.in

4.7.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. ZENICS at its sole discretion may provide response to the queries. However, ZENICS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does ZENICS 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, ZENICS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TENDER Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the e-procurement portal (<https://mizoramtenders.gov.in/>, <https://tender.mizoram.gov.in/>)
- d. Any such corrigendum shall be deemed to be incorporated into this tender.
- e. In order to provide prospective bidders reasonable time for taking the corrigendum into account, ZENICS may, at its discretion, extend the last date for the receipt of bids.
- f. Verbal clarifications and information given by ZENICS or its employees or representatives shall not in any way or manner be binding on ZENICS.

4.8 Earnest Money Deposit (EMD)

- 4.8.1 The bidder (lead) should furnish, as part of its bid, an Earnest Money Deposit (EMD) of INR 1,00,00,000 (One Crore).
- 4.8.2 The EMD should be denominated in Indian Rupees and should be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks, in favour of MD, ZENICS, 4th Floor, Old Secretariat Building -1, Treasury Square. Aizawl - 796001, Mizoram.
- 4.8.3 EMD should be valid for a period of 45 days beyond the final bid validity period.
- 4.8.4 In exceptional circumstances, ZENICS may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing or by email/ Fax. The validity of EMD shall also be suitably extended.
- 4.8.5 EMD should be unconditional & irrevocable.

4.9 Bid Validity Period

- 4.9.1 Bids shall have validity period as mentioned in **Clause 2: Fact Sheet & Important Dates** after the date of opening of Technical Bid. A bid valid for a shorter period may be summarily rejected by the Purchaser as non-responsive.
- 4.9.2 Prior to the expiry of the validity of the period of validity of the bids, the Purchaser may request the Bidder(s) for an extension of the period of validity up to 180 days or more. The request and the responses thereto shall be made in writing (or through e-mail). The period of validity of their Bids shall require extension in the period of validity of EMD submitted by the bidders or submission of new EMD to cover the extended period of validity of their Bids. A Bidder whose EMD is not extended, or that has not submitted a new EMD, shall be considered to have refused the request to extend the period of validity of its Bid.

4.10 Format and Signing of Bid

- 4.10.1 The original documents of the bid shall be typed or written in indelible ink. The original shall be signed by the Bidder, or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person/ persons signing the bid.
- 4.10.2 The response to the bid should be submitted along with legible, appropriately indexed, duly filled information sheets and sufficient documentary evidence as per Checklist. Responses with illegible, incomplete information sheets or insufficient documentary evidence may be rejected.
- 4.10.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person(s) signing the bid
- 4.10.4 The Bidder shall duly sign and seal its bid with the exact name of the firm/ company to whom the contract is to be issued.

4.11 Revelation of Prices

- 4.11.1 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.

4.12 Terms and Conditions of Bidders

- 4.12.1 Any terms and conditions of the Bidders shall not be considered as forming part of their Bids.

4.13 Local Conditions

- 4.13.1 It shall be incumbent upon each Bidder's Representative to fully acquaint himself with the local conditions and other relevant factors at the proposed site which would have any effect on the performance of the contract and/ or the cost
- 4.13.2 The Bidder's Representative is expected to make a site visit 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 Bidder's own cost
- 4.13.3 Failure to obtain the information necessary for preparing the bids and/ or failure to perform the activities that may be necessary for providing services before entering into contract shall in no way relieve the IA/ bidder from performing any work in accordance with the RFP
- 4.13.4 It shall 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 document.
- 4.13.5 It is the responsibility of the Bidder 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 shall be entertained by the Purchaser and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Purchaser on account of failure of the Bidder to appraise themselves of local laws and site conditions
- 4.13.6 It shall be deemed that by submitting a Bid, the Bidder has:
- a. made a complete and careful examination of the Bidding Document
 - b. received all relevant information requested for MFGN
 - c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of ZENICS relating to any of the matters
- 4.13.7 No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.
- 4.13.8 The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

4.13.9 The Purchaser 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 Purchaser adequate notice of a proposed visit of at least Three (3) working days.

4.13.10 No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

4.14 Modification and Withdrawal of Bids

4.14.1 No bid may be altered/ modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders shall not be considered.

4.14.2 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 Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD and shall be declared a "defaulting bidder". In such situation the tendering process shall be continued with the remaining bidders as per their ranking.

4.14.3 If the bidder relents after being declared as selected bidder, he shall be declared as "defaulting bidder" and EMD of such defaulting bidder shall be forfeited. ZENICS reserves right to blacklist/ debar such bidder for next 3 years from participating in any ZENICS tender.

4.15 Contacting the Purchaser

4.15.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid submission to the time the Contract is awarded

4.15.2 Any effort by a Bidder to influence the Purchaser's bid evaluation, bid comparison or Contract award decisions may result in the rejection of the Bidder's bid

4.16 Purchaser's Right to Vary Scope of Contract

4.16.1 The Purchaser may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified

4.16.2 The purchaser reserves the right to add additional work to the existing scope with respect to laying of ADSS, OPGW along with installation and commissioning of passive infrastructure for providing High Speed Broadband Services in the State of Mizoram.

4.17 Annulment & Re-award

4.17.1.1 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.

4.17.1.2 In such a case, Purchaser shall invoke the PBG and/ or forfeit the EMD.

4.17.1.3 The scope of work (Zone) awarded to such a bidder will be liable to be awarded other Bidder who fulfils all requirements.

4.18 Language of Bids

- 4.18.1 The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.19 Authentication of Bids

- 4.19.1 An authorized representative (or representatives) of the Bidder shall initial all pages of the Technical and Commercial Bids.
- 4.19.2 Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

4.20 Amendment of Request for Proposal

- 4.20.1 At any time prior to the due date for submission of bid, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website (<https://mizoramtenders.gov.in/>, <https://tender.mizoram.gov.in/>), through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.
- 4.20.2 It shall be the responsibility of the prospective bidder(s) to check the e-procurement portal website (<https://mizoramtenders.gov.in/>, <https://tender.mizoram.gov.in/>) from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, Purchaser shall not be responsible.
- 4.20.3 In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, Purchaser, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on the e-Procurement website (<https://mizoramtenders.gov.in/>, <https://tender.mizoram.gov.in/>).

4.21 Documents Comprising the Bids

- 4.21.1 **EMD:** in the form of Refundable & Irrevocable Bank Guarantee
- 4.21.2 **Technical Bid** - The Technical bid shall comprise of the following:
- a. **Annexure 7.2: Technical Bid Cover Letter (Company Letter head)**
 - b. **Annexure 7.3: Bidder Particulars (Company Letter head)**
 - c. **Annexure 7.4: Certificate for No Conflict of Interest (Company Letter head)**

- d. **Annexure 7.5: Power of Attorney for Sole Bidder**
- e. **Annexure 7.6: Power of Attorney for Consortium (in case of consortium)**
- f. **Annexure 7.7: Declaration (Blacklisting) Pro-forma (Company Letter head)**
- g. **Annexure 7.8: Pre-Contract Integrity Pact (Company Letter head)**
- h. **Annexure 7.9: Consortium Deed (in case of consortium)**
- i. **Annexure 7.10: Methodology and Project Plan (Company letter Head)**
- j. **Annexure 7.11: Manpower Details (Company letter Head)**
- k. **Annexure 7.12: CV Format**
- l. **Annexure 7.17: Manufacturer's Authorization Form (MAF)**
- m. **Annexure 7.18: Compliance for Bill of Material (Company letter Head)**
- n. **Annexure 7.20: Compliance against Technical Specifications (on OEM Letter Head)**

4.21.3 **Commercial Bid - The Commercial Bid shall comprise of the following;**

- a. **Annexure 7.13: Commercial Bid Format**
- b. **Annexure 7.14: Commercial Bid Letter (Company Letter head)**

4.22 Bid Price

- 4.22.1 The Bidder shall indicate in the format prescribed, the unit rates and total Bid Price of the equipment / services, it proposes to provide under the Contract. Prices shall be filled online as per template provided on e-procurement portal (<https://mizoramtenders.gov.in/>, <https://tender.mizoram.gov.in/>) (minimal BOM and relative calculations are in **Annexure 7.13: Commercial Bid Format**)
- 4.22.2 In absence of information requested in above Clause, a bid may be considered incomplete and be summarily rejected
- 4.22.3 The Bidder shall prepare the bid based on details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Purchaser. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP.
- 4.22.4 Commercial Bid shall be as per the format provided in **Annexure 7.13: Commercial Bid Format**. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between Purchaser and the Bidder.
- 4.22.5 Bidders shall quote for the entire scope of contract on a "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/ services.
- 4.22.6 Prices (including the prices of priced Sub-Items) quoted by the Bidder shall remain firm and fixed valid for a period of (2) two years and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

4.23 Firm Prices

- 4.23.1 Prices quoted in the bid must be firm and final, and shall not be subject to any upward modifications, on any account whatsoever. However, the Purchaser reserves the right to negotiate the prices quoted by the IA / Lead Bidder to effect downward modification. The Bid Prices shall be indicated in Indian National Rupees (INR) only.
- 4.23.2 The Commercial bid should clearly indicate the price to be charged and the applicable Taxes as per actuals. It is mandatory that such charges wherever applicable/ payable should be indicated separately. However, should there be a change in the upward or downward revision in GST, the same may apply.

4.24 Discount

- 4.24.1 The Bidders are advised not to indicate any separate discount in the Commercial Bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, shall not be taken into account for evaluation purpose. However, in the event of such an offer is found to be the lowest without taking into account the discount, the Purchaser shall avail such discount at the time of award of Contract.

4.25 Bidder Qualification

- 4.25.1 The "Bidder" as used in the RFP shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either case he/ she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished, and signed by the authorized representative.
- 4.25.2 It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/ she signs as the Constituted attorney of the firm, or a company.
- 4.25.3 The authorization shall be indicated by written Power-of-Attorney accompanying the bid
- 4.25.4 The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid
- 4.25.5 Any change in the Principal Officer or his duly Authorized Representative shall be intimated to ZENICS at least 30 days in advance.

4.26 Deviations and Exclusions

- 4.26.1 Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The bids with deviation(s) are liable for rejection.

4.27 Late Bids

- 4.27.1 Late submission will not be entertained and will not be permitted by the e-Procurement Portal (<https://mizoramtenders.gov.in/>).
- 4.27.2 The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 4.27.3 Purchaser shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.
- 4.27.4 Any bid submitted by the bidder after the last date and time for submission of bids pursuant to **Clause 2: Fact Sheet & Important Dates** or Original Documents received by purchaser after the last date and time for submission pursuant to **Clause 4.4: Procedure for Submission of Bids**, shall be rejected
- 4.27.5 Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion.

4.28 Non-Conforming Bids

- 4.28.1 A bid may be construed as a non-conforming bids and ineligible for consideration:
- 4.28.1.1 If it does not comply with the requirements of this RFP.
- 4.28.1.2 If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.

4.29 Disqualification

- 4.29.1 If any Bidder fails to adhere by the terms mentioned in this document, their bids are liable to be disqualified without any chances for rectification.

4.30 Bidders Personnel / Key Personnel

- 4.30.1 The IA / Lead Bidder shall employ and provide such qualified and experienced personnel as are required to perform the Services under the Contract
- 4.30.2 All the personnel, also of the IA's / Lead Bidder partners shall be deployed only after adequate background verification check. The IA / Lead Bidder shall submit the background verification check report for the personnel before their deployment on the Project. Any deviations, if observed, would lead to removal of the personnel from the Project

4.31 Fraud and Corrupt Practices

- 4.31.1 The IA / Lead Bidder and their respective employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Purchaser shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly

or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Purchaser for, inter alia, time, cost and effort of Purchaser, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.

- 4.31.2 Without prejudice to the rights of Purchaser under Clause above and the rights and remedies which Purchaser may have under the LOI or the Agreement, if a Bidder is found by Purchaser to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Purchaser during a period of 3 years from the date such Bidder is found by Purchaser to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- 4.31.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- 4.31.3.1 “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA/LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of Purchaser in relation to any matter concerning the Project;
- 4.31.3.2 “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 4.31.3.3 “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- 4.31.3.4 “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- 4.31.3.5 “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.32 Conflict of Interest

4.32.1 If the IA / Lead Bidder / Any Bidder is found to have a conflict of interest that affects the Bidding Process, that bidder shall be disqualified. In the event of disqualification, ZENICS shall be entitled to forfeit and appropriate the EMD or PBG, for the Damages incurred by ZENICS as the case may be, without prejudice to any other right or remedy that may be available to ZENICS under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if (“Conflict of Interest”):

4.32.1.1 The Bidder / IA, its member or Associate (or any constituent thereof) and any other Bidder, its member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its member or an Associate thereof (or any shareholder) thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, member or Associate, as the case may be) in the other Bidder, its member or Associate, is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in **sub-section (72) of section 2 of the Companies Act, 1956/2013**. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

4.32.1.2 where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

4.32.1.3 subject to **Clause 4.32.1.1 above**, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Clause, if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

4.32.1.4 a constituent of such Bidder is also a constituent of another Bidder; or

4.32.1.5 such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, or subordinated debt to any other Bidder, its member or any Associate thereof; or

4.32.1.6 such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

4.32.1.7 such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

4.32.1.8 Such Bidder or any Associate thereof has participated as a consultant to ZENICS in the preparation of any documents, design or technical specifications of the Project.

- 4.32.2 In case a Bidder is a Consortium, then the term Bidder as used in this Clause, shall include each member of such Consortium.
- 4.32.3 For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of Applicable Law.
- 4.32.4 The Purchaser requires that the IA / Lead Bidder provides services which at all times hold the Purchaser’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The IA / Lead Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.

4.33 Sub-Contracting & Sub- Letting

- 4.33.1 Sub-contracting / Outsourcing shall not be allowed
- 4.33.2 Sub-letting of the project is not allowed.

4.34 Constitution of Consortium

- 4.34.1 For the purposes of fulfilment of its obligations as laid down under the Contract, where the Purchaser deems fit and unless the contract requires otherwise, IA / Lead Bidder shall be the sole point of interface for the Purchaser and would be absolutely accountable for the performance of its own, the other member of Consortium and/ or its Team’s functions and obligations.
- 4.34.2 The Consortium member has agreed that IA / Lead Bidder is the prime point of contact between the Consortium member and the Purchaser, and it shall be primarily responsible for the discharge and administration of all the obligations contained herein and, the Purchaser, unless it deems necessary shall deal only with IA / Lead Bidder. IA / Lead Bidder along with all consortium members shall be jointly and severally responsible for the project execution
- 4.34.3 Without prejudice to the obligation of the Consortium member to adhere to and comply with the terms of this Contract, the Consortium member has executed and submitted a Power of Attorney in favour of IA / Lead Bidder authorizing him to act for and on behalf of such member of the Consortium and do all acts as may be necessary for fulfilment of contractual obligations.
- 4.34.4 The Purchaser reserves the right to review, approve and require amendment of the terms of the Consortium Contract or any contract or agreements entered into by and between the members of such Consortium and no such agreement/ contract shall be executed, amended, modified and/or terminated without the prior written consent of the Purchaser. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by IA / Lead Bidder to the Purchaser.

- 4.34.5 Where, during the term of this Contract, IA / Lead Bidder terminates any contract/arrangement or agreement relating to the performance of Services, IA / Lead Bidder shall be responsible and severally liable for any consequences resulting from such termination. IA / Lead Bidder shall in such case ensure the smooth continuation of Services by providing a suitable replacement to the satisfaction of the Purchaser at no additional charge and at the earliest opportunity.
- 4.34.6 No member of Consortium should be Blacklisted by any Government entity otherwise they will not be able to participate in the Scope.
- 4.34.7 Consortium is allowed of maximum 2 members (including Lead Bidder) among the Prospective Bidders, OEMs & Service Providers.
- 4.34.8 In case a change in composition of consortium partners is sought by the IA, a change request shall be submitted by the IA to the purchaser. The purchaser shall then evaluate and approve/ reject the change request, as appropriate.

4.35 Bid Evaluation

4.35.1 Opening of Bids

- 4.35.1.1 The Bids shall be opened by Purchaser in presence of those Bidders or their representatives who may be present at the time of opening.
- 4.35.1.2 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.
- 4.35.1.3 There will be three bid-opening events
- a. Set 1 (EMD)
 - b. Set 2 (Technical bid)
 - c. Set 3 (Commercial bid)
- 4.35.1.4 The venue, date and time for opening the RFP bid are mentioned in the Fact sheet.
- 4.35.1.5 The date and time for opening of Commercial bid would be communicated to the qualified bidders at a later date
- 4.35.1.6 The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks in Technical Bid.

4.35.2 Preliminary Examination of Bids

- 4.35.2.1 Purchaser shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Purchaser and shall not be included for further consideration.
- 4.35.2.2 Initial Bid scrutiny shall be held, and bids will be treated as non-responsive, if bids are:
- a. Not submitted in format as specified in the RFP document
 - b. Received without the Letter of Authorization (Power of Attorney)
 - c. Found with suppression of details

- d. With incomplete information, subjective, conditional offers and partial offers submitted
- e. Submitted without the documents requested
- f. Non-compliant to any of the clauses mentioned in the RFP
- g. With lesser validity period

4.35.3 Clarification on Bids

4.35.3.1 During the bid evaluation, Purchaser may, at its discretion, ask the Bidder for any clarification(s) 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.

4.35.4 Pre- Qualification Criteria

Pre- Qualification Criteria are listed below:

S. No.	Parameters	Criteria	Evidence to be Submitted
1	Bid Security Declaration		Scanned copy of Bid Securing Declaration Form duly sealed and signed
2	Legal Entity / Registration of Company	The Sole Bidder and each of the consortium members should be entity registered under Companies Act, 1956/2013 or as amended and should have been in operations for at least last 3 financial years in India as on bid submission date.	The Sole Bidder and each of Consortium members: a. Copy of Certification of Incorporation/ Registration Certificate b. PAN card c. GST Registration d. RoC and Name change certificate (if any)
3	Annual Turnover	Sole Bidder or Lead Bidder (in case of consortium) should have an average annual turnover of at least 250 Crores in last three (3) audited financial years 1. 2022-23 2. 2021-22 3. 2020-21	Audited financial statements for the last three financial years OR Certificate from Statutory Auditor

S. No.	Parameters	Criteria	Evidence to be Submitted
4	Insolvency	The Bidder should not be insolvent, in receivership, or bankrupt as on the date of bid submission	Self-Declaration Certificate attested by the Managing Director/Managing Partner/ authorized signatory on the letterhead of the bidding entity that the bidder is not insolvent in receivership or bankrupt as on the bid submission date
5	Board Resolution/Power of Attorney in favour of authorized signatory	<p>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</p> <p>The person issuing the Power of Attorney shall possess Board Resolution in his favour for granting such rights.</p>	<p>Board Resolution</p> <p>OR</p> <p>Power of Attorney with appropriate supporting documents as per the formats given in Annexure 7.5 and Annexure 7.6 of this document/RFP</p> <p>Note: In case of Board Resolution the same shall be certified by the CEO/ MD/ Managing Partner/ Company Secretary for the applicability of the same for this RFP.</p>
6	Work Experience	The Sole Bidder or Lead Bidder in case of a consortium should have experience of Laying, Installation, Testing and Commissioning of Optical Fibre Cable (Underground or Aerial), Duct and accessories in last 3 years, as on bid submission date	Work order clearly mentioning Date and Work Completion Certificate for completion of the project/ Phase completion certificate in case of On-going projects
7	Company Certificates	The Sole Bidder or Lead Bidder, should have valid ISO 9001:2008/ ISO 9001:2015 for Quality Management System which should be valid as on bid submission date	The Sole Bidder or Lead Bidder: Copy of valid certificate
8	Non-blacklisting declaration	The Sole Bidder and each of the Consortium members should not have been blacklisted/debarred by any State/Central Government Departments/Autonomous Bodies under Government/Special Purpose Vehicles (SPVs)/Corporations formed by the	The Sole Bidder and each of the Consortium members: An undertaking signed by CEO/ Country Head/ Managing Director /Authorized Signatory of the company to be provided on Non –judicial stamp paper of INR 100/- or

S. No.	Parameters	Criteria	Evidence to be Submitted
		Government/PSU/PSE or Urban Local Bodies (ULB) or similar statutory entities in India as on the date of bid submission	such equivalent amount and document duly attested by notary public.
9	Project Office in Mizoram	The Sole Bidder or Lead Bidder should have a project Office in the State of Mizoram. However, if the local presence is not there in the State, the selected bidder should give an undertaking for establishment of a project office, within one month of award of the contract.	Self-certification duly signed by authorized signatory on company letter head.
10	PMA Guidelines	The Sole Bidder or Lead Bidder through its consortium partner should comply with Preferential Market Access (PMA) guidelines notified by DoT and all its clarifications/ amendments applicable on this RFP.	An undertaking signed by CEO/ Country Head/ Managing Director /Authorized Signatory of the company to be provided on Non-judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public

Mandatory Points to be Noted:

- 4.35.4.1 All the tender items e.g. OFC- ADSS & OPGW, Rack, FDMS, Joint Closure and RFMS should have valid Type Approval Certificate (TAC) from Telecom Engineering Centre (TEC), New Delhi or Technical Specification Evaluation Certificate (TSEC) from Quality Assurance Circle, BSNL, Bengaluru, against the respective technical specifications of this RFP.
- 4.35.4.2 In case any of the quoted models does not have TAC/ TSEC then it should be applied for TSEC to Quality Assurance Circle, BSNL, Bengaluru or to TEC, New Delhi for the model against the technical specifications, at least one day before the bid submission date.
- 4.35.4.3 The registration number allotted for the TSEC purpose by Quality Assurance Circle, BSNL, Bengaluru or for TAC purpose by TEC, New Delhi shall be submitted along with the bid.
- 4.35.4.4 **However, only type approved products as per above specifications shall be accepted which shall have to be obtained before issuing Work Order by the Tenderer.**
- 4.35.4.5 The TSEC obtained by the OEMs of bidders for the various tenders floated by BBNL/BSNL in the last two years shall be acceptable for the items which are part of this RFP provided that the technical specifications remains unchanged. In case of OFC, any change in the source of raw material shall be subject to fresh TSEC process of QA.
- 4.35.4.6 Technical evaluation shall be done for bidders who qualifies in pre-qualification criteria

- 4.35.4.7 Bids that are not substantially responsive are liable to be disqualified at Purchaser's discretion.
- 4.35.4.8 Bids not fully compliant to the RFP requirements, including but not limited to "terms & conditions" and functional & technical specifications are liable to be disqualified at Purchaser's discretion.
- 4.35.4.9 Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an Overall Technical score of 70 marks shall be considered technically qualified.
- 4.35.4.10 Technical Evaluation shall be done on the basis of the criteria laid down below in clause: 4.35.5

4.35.5 Technical Evaluation Criteria

S.No.	Technical Evaluation Parameters	Max Marks- 100
1	Total Turnover of the Bidder	Max. Marks 20
	Average Annual Turnover should be 250 Cr for last 3 Financial Years. (Balance sheet of last 3 Financial Years (2020-21, 2021-22, 2022-23) attested by Statutory Auditor	
	More than 400 Cr	20
	More than 300 Cr & less than or equal to 400 Cr	15
	More than 250 Cr & less than or equal to 300 Cr	10
Section Total		20
2	Total experience in Optical Fibre Deployment in last 5 Years having minimum value of 25 Crores	Max. Marks 20
	Documentary Evidence required: Copy of Work completion Certificate for Completed Projects/ Phase Completion Certificate from Client for On-going projects	
	5 or more Projects	20
	More than 2 projects but less than 5 projects	15
	2 projects	10
Section Total		20
3	Total Amount of Optical Fibre (Underground/ Aerial) Deployed in the Country	Max. Marks 20
	Documentary Evidence required: Work experience clearly indicating the Fibre Route KM and its implementation. Copy of Work order/agreement along with completion certificate / phase completion certificate in last 5 years	
	More than 15,000 Kms	20
	More than 10,000 Kms but less than 15,000 Kms	15
	More than 5,000 Kms but less than 10,000 Kms	10
Section Total		20
4	Sole Bidder or lead bidder in case of consortium having experience of at least 3 projects (of worth not less than 2 Crore) of ADSS or OPGW Fibre deployment in Government Sector/ PSUs project in India during last 5 financial years in similar terrain	Max. Marks 25

S.No.	Technical Evaluation Parameters	Max Marks- 100	
	Documentary Evidence required: Copy of Work order/ agreement along with completion certificate for completed projects/ phase completion certificate in case of ongoing projects		
	More than 4 Projects	25	
	> 4 projects but < 2 Project	20	
	> or = 2 Projects	15	
Section Total		25	
5	Technical & Qualified Manpower - The Bidder must have at least 100 technically qualified engineers holding Diploma in Engineering, BE/B.Tech, M.SC IT, MCA degree with at least 2 years on roles with organization. No. of engineers with above qualification(s)	Max. Marks 15	
	Documentary Evidence required: Self certification for number of employees with qualification and experience meeting the above criteria to be furnished and signed by HR Head.		
	More than 200 technically qualified engineers		15
	151-200 technically qualified engineers		12
	100-150 technically qualified engineers	10	
Section Total		15	
Maximum Marks		100	

S.No.	Technical Evaluation Parameter	Max Marks
1.	Total Turnover of the Bidder	20
2.	Total experience in Optical Fibre Deployment	20
3.	Total Amount of Optical Fibre (Underground/ Aerial) Deployed	20
4.	Sole Bidder or lead bidder in case of consortium having experience of at least 3 projects	25
5.	Technical & Qualified Manpower available	15
Total		100

Note: The technical score will be allotted to each bidder against each section and will be considered final.

St = Technical score (Marks obtained in Technical Qualification).

Based on St (Technical Score) the bid with highest St score will be termed as T1. The rest of the bidders shall be ranked in descending order of St Score value as T2, T3, T4 and so on.

4.35.6 Commercial Evaluation Criteria

- 4.35.6.1 Commercial bids submitted by only those bidders, who have qualified both pre-qualification and Technical evaluation, will be eligible for further evaluation.
- 4.35.6.2 ZENICS will declare the Technical Marks only to the technically qualified bidders prior to opening the Commercial Bid of the bidders.

- 4.35.6.3 Commercial Bids of only those Bidders short listed from the Technical Evaluation will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders, and the same will be evaluated.
- 4.35.6.4 Bidders will be ranked as per the ascending order of value of their Gross Total Value (GTV) quoted online as per Annexure 7.13 as LQ1, LQ2, LQ3.....and so on, LQ1 being the lowest GTV. Gross Total Value (GTV) will be the sum of Total sum of values of Material and Total sum of values of Services
- 4.35.6.5 Sf = financial score. The lowest GTV (Fm) will be given a financial score (Sf) of 100 points. The financial scores of other proposals will be computed as follows:
- $Sf = 100 \times Fm/LQ (1,2,3\dots)$
- Based on Sf (Financial Score) the bid with highest Sf score will be termed as L1. The rest of the bidders shall be ranked in descending order of Sf Score value as L2, L3, L4 and so on.
- 4.35.6.6 Bidders quoting incredibly low or unrealistic high cost of items leading to unrealistic GTV with a view to subverting the tender process shall be rejected straight away and EMD of such vendor will be forfeited.
- 4.35.6.7 Any bid found to be unsatisfactory in terms of any of the evaluated parameters as mentioned may be rejected and will not be considered for further evaluation.

4.35.7 Final Bid Evaluation (Techno commercial bid):

- 4.35.7.1 The evaluation of the tender is based on QCBS (Quality and Cost Based Selection).
- 4.35.7.2 The Combined Final Score contains 70% weightage for technical evaluation and 30% weightage for financial evaluation. Therefore, final evaluation will be done on the following basis:
- Proposals will finally be ranked according to their Combined overall score (Techno Commercial) (S) based on the below mentioned formula:
- $S = St*0.7 + Sf*0.3$
- 4.35.7.3 Bidders will be ranked basis their Final Combined Overall Score (Techno Commercial) (S) as H1, H2, H3.....and so on, H1 being the bidder with highest Combined Overall Score.
- 4.35.7.4 The BOQ will be opened for the H1, H2, H3 and so on.
- 4.35.7.5 The Selected bidder will not be declared till the detailed BOQ is evaluated. During the evaluation if the detailed BOQ is not in order or not complete etc. then ZENICS will treat its bid as non-viable and same will be rejected, and EMD will be forfeited.
- 4.35.7.6 In the event of any mismatch in the GTV value mentioned at Annexure- 7.13 and Total Amount mentioned in BOQ, the lowest total amount will be considered. Total amount mentioned in BOQ will be reduced on Pro-Rata basis and consequently unit values will be worked out if the Sum of total GTV in Annexure- 7.13 is less than the total amount in BOQ.
- 4.35.7.7 If any bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected bidder, it will be declared a defaulting

bidder and EMD of such defaulting bidder will be forfeited and ZENICS reserves right to blacklist/ debar such bidder for next 3 years from participating in any ZENICS tender. In such situation the tendering process will be continued with the remaining bidders as per their ranking.

- 4.35.7.8 If the bidder backs out after being declared as H1 bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and ZENICS reserves right to blacklist/ debar such bidder for next 3 years from participating in any ZENICS tenders.

4.35.8 Method of Allotment of Work

4.35.9 The declaration of H1 shall be based on QCBS method. The bidder who has got highest Combined overall score shall be considered as H1. H2, H3 and so on shall be declared having subsequent lower Combined overall score compared to H1.

4.35.10 The method of allotment of work shall be in description of ZENICS as per method mentioned below:

4.35.10.1 The H1 shall be allotted complete scope of the project, or

4.35.10.2 Distribution of work shall be as per the method mentioned below:

Case 1

- a. H1 will be allotted the Zone A and Zone B.
- b. If H2 has quoted lower than H1 in financial bid, Zone C will be allotted to H2
- c. But, if H2 has quoted higher than H1 in financial bid
- d. H2 will be asked to match the price of H1. If H2 agrees to match the price of H1, Zone C will be allotted to H2.

Case 2

- a. If H2 refuses to match the price of H1
- b. The process as mentioned in case 1 shall be continued in the similar manner till the last qualified bidder.
- c. If the above process is complete with all the bidders and Zone C still left un-allotted, the same will be allotted to H1.

Case 3

In case, only two bidders qualify the technical evaluation:

- a. H1 will be allotted the Zone A and Zone B
- b. H2 will be asked to match the price of H1, if H2 agrees to match the price of H1, Zone C will be allotted to H2
- c. If H2 refuses to match the prices of H1, H1 will be allotted Zone C.

4.35.11 Key Personnel Criteria

- 4.35.11.1 IA / Lead Bidder shall provide adequate number of personnel, each responsible for a specific role within the project. IA / Lead Bidder shall provide clear definition of the role and responsibility of each individual personnel.
- 4.35.11.2 IA / Lead Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project.
- 4.35.11.3 IA / Lead Bidder has to provide the list of proposed Manpower for the Project. Any changes in Manpower deployment will have to be approved by the purchaser.
- 4.35.11.4 Following table indicates the minimum qualification required for Key Positions identified for this project. However, IA / Lead Bidder shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this tender.
- 4.35.11.5 Except for Project Director, all other proposed positions shall be Onsite throughout the entire project implementation phase.

S.No.	Position	Minimum qualifications
1.	Project Director	Full Time MBA/MCA/M. Tech & B. Tech/B.E. from a reputed institute At least 15 years in implementation / project management for large telecom sector projects with at least 10 years as project director / project head. Should have led at least 1 project, with a contract value of more than INR 100 Cr, in the capacity of a Project Director.
2.	Project Managers	Full Time MBA/MCA/M. Tech & B. Tech/ B.E. from a reputed institute At least 12 years in implementation / project management for large telecom sector projects with at least 8 years as Project Manager / Program Manager
3.	Project Engineers/ OFC Expert	Full Time B. Tech / B.E./ M.C.A / Diploma in IT from a reputed institute At least 5 years in implementation / project management for large telecom sector projects with at least 2 years as Site Supervisors / Site Engineers
4.	QA Engineer	B. Tech / MTech/MBA/MCA with from reputed institute Should have a minimum of 2 years of experience in telecom / networking sector
5.	GIS Expert	B. Tech / BE/ BCA/ MCA from reputed institute Should have a minimum 2 years of experience in GIS domain

4.36 Award of Contract

4.36.1 Notification of Award

- 4.36.1.1 Purchaser will notify the Bidders qualified post the commercial evaluation stage in writing by e-mail followed by courier, to be confirmed by the Bidder in writing by email followed by courier.

4.36.2 Signing of Contract

- 4.36.2.1 After the notification of award, Purchaser will issue Purchase Order (PO)/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 PO/LOI, the Bidder shall sign and return back a duplicate copy of the Purchase Order 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 PO/LOI.
- 4.36.2.2 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 document.

4.36.3 Performance Bank Guarantee (PBG)

- 4.36.3.1 Within 14 days of the receipt of notification of award from the Purchaser, the successful bidder shall be required to submit a Contract - Performance Bank Guarantee (PBG) of 5% of the contract and should be valid up to 90 days after "Project Handover". PBG shall be in the form of Bank Guarantee (BG) from any nationalized or scheduled bank.
- 4.36.3.2 The Contract PBG shall be returned to bidder upon Project Handover.
- 4.36.3.3 The above PBG should be in accordance to General Conditions of the Contract, in the prescribed contract format as per **the Annexure 7.19: Format for Performance Bank Guarantee**.
- 4.36.3.4 Failure of the IA to comply with the requirement of **Clause 4.17: Annulment & Re-award**, shall constitute sufficient grounds for the annulment of the contract and forfeiture of the EMD.
- 4.36.3.5 Successful bidder shall deposit the security/ performance guarantee money as follows:
- a. 5% of total order value for the entire project duration.
 - b. The form of security money shall be Bank Guarantee (from a scheduled/ nationalized bank whose branch is in Mizoram) duly discharged in favour of MD, ZENICS
 - c. Performance bank Guarantee should be unconditional and irrevocable till final termination of project period.
 - d. ZENICS should take the confirmation from the bank.
 - e. No interest will be paid by the Tendering Authority on the EMD & performance security deposit.

5. General Conditions of the Contract (GCC)

5.1 Conditions Precedent

- 5.1.1 This Contract is subject to the fulfilment of the following conditions precedent by IA / Lead Bidder.
- 5.1.2 This Contract is subject to the fulfilment of the following conditions precedent by the IA
 - 5.1.2.1 Furnishing by the IA, an unconditional, irrevocable and continuing Performance Bank Guarantee, which shall be as per **Clause 4.36.3: Performance Bank Guarantee (PBG)**, in a form and manner acceptable to the Purchaser
 - 5.1.2.2 Execution of a Deed of Indemnity in terms of **Clause 5.39: Indemnity**.
 - 5.1.2.3 Obtaining of all statutory and other approvals required for the performance of the Services under this Contract
 - 5.1.2.4 Furnishing of such other documents as the Purchaser may specify
 - 5.1.2.5 The Purchaser reserves the right to waive any or all of the conditions specified above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have

5.2 Examine All Instructions

- 5.2.1 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.

5.3 Bearing of all Costs

- 5.3.1 The bidder shall bear all the costs associated with the preparation and submission of its bid, and ZENICS in no case will be responsible or liable for these costs, regardless of conduct or outcome of Bidding Process.

5.4 Adherence to Professional Excellence and Ethics

- 5.4.1 ZENICS requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.

5.5 Non-Compliance of Successful Bidder

- 5.5.1 Failure of the successful bidder to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event ZENICS may, make the award to the next lowest evaluated Bidder or call for new bids

5.6 Modification/ Amendment/ Cancellation/ Termination

- 5.6.1 Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by Purchaser.
- 5.6.2 ZENICS reserves the right to cancel this Tender at any time without any obligation to the Bidders. The ZENICS at any time, prior to the deadline for submission of Proposals, may

amend the Tender by issuing an addendum in writing or by standard electronic means. The addendum will be binding on all the Bidders. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account in their Proposals, the ZENICS may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5.7 Right to accept or reject any or all Bids

- 5.7.1 ZENICS reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without assigning any reason & 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 the action
- 5.7.2 Purchaser reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Purchaser reserves the right to assess the Bidder's capabilities and capacity. The decision of Purchaser shall be final and binding.
- 5.7.3 Further, in the event that the RFP has been terminated on account of any default of the Bidder/ Successful Bidder, ZENICS reserves the right to encash the EMD and/ or PBG to the extent required to make good the losses suffered by it on account of such default having been committed by the Bidder
- 5.7.4 This RFP does not constitute an offer by ZENICS. The Bidder's participation in the Bidding Process may result ZENICS selecting the Bidder to engage towards execution of the Scope of Work of the Project
- 5.7.5 Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.
- 5.7.6 In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, Purchaser reserves the right to reject the Bid and forfeit the EMD.
- 5.7.7 If there is any discrepancy in the commercial bid, it will be dealt as per the following:
 - 5.7.7.1 If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
 - 5.7.7.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - 5.7.7.3 If there is a discrepancy between words and figures, the amount in words shall prevail.
 - 5.7.7.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Purchaser, the bid is liable to be disqualified.

5.8 Restrictive Bids

- 5.8.1 If a Bidder imposes Restrictions/ conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by ZENICS.

5.9 Proprietary Rights

- 5.9.1 The Bidder shall indemnify ZENICS against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India

5.10 Delays in Deliverables

- 5.10.1 Any delay by the Successful Bidder in the performance of its delivery obligations shall render the Successful Bidder liable to any, or all of the following sanctions – forfeiture of its performance Bank Guarantee (PBG), and / or termination of the work order for default.

5.11 Damages/ Indemnities

- 5.11.1 ZENICS reserves the right to terminate the contract if total Damage in this regard exceeds 10% of the Project value. The provisions pertaining to Damages under the RFP shall be in addition, and without prejudice, to the provisions pertaining to the same under the Agreement

5.12 Laws applicable

- 5.12.1 The work order issued under the Agreement shall be interpreted in accordance with the laws of India, irrespective of the place of delivery, the place of performance or place of payment under the Agreement. The Agreement shall deem to have been made at the place in India from where the contract has been issued.

5.13 Representations & Warranties

- 5.13.1 In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, the following:
- 5.13.2 That the Bidder has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this Contract and to provide Services sought by the Purchaser under this Contract
- 5.13.3 That the bidder is not involved in any litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract
- 5.13.4 That the representations and warranties made by the bidder in its Bid, RFP and Contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the RFP and unless the Purchaser specifies to the contrary, the bidder shall be bound by all the terms of the Bid and the Contract through the term of the Contract
- 5.13.5 That the bidder has the professional skills, personnel, infrastructure and resources/ authorizations that are necessary for providing all such Services as are necessary to fulfil the Scope of Work stipulated in the RFP and the Contract

- 5.13.6 That the bidder shall ensure that all assets/ components including but not limited to equipment, documents, etc. installed, procured and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements
- 5.13.7 That the bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, RFP or this Contract. The bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof
- 5.13.8 That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits
- 5.13.9 That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws
- 5.13.10 That all conditions precedent under the Contract have been satisfied
- 5.13.11 That neither the execution and delivery by the bidder of the Contract nor the IA's compliance with or performance of the terms and provisions of the Contract (i) shall contravene any provision of any Applicable Laws or any order, writ, injunction or decree of any court or Governmental Authority binding on the bidder, (ii) shall conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) shall violate any provision of the Memorandum and Articles of Association of the bidder
- 5.13.12 That the bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made
- 5.13.13 That the bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/ contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract with the Purchaser
- 5.13.14 That the bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable
- 5.13.15 That the bidder owns, has license to use or otherwise has the right to use, which are required or desirable for performance of its services under this contract. All Intellectual Property Rights (owned by the bidder or which the bidder is licensed to use) required by the bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto

- 5.13.16 That the bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workman like manner on a timely basis
- 5.13.17 That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information
- 5.13.18 That in providing the Services or deliverables or materials, neither IA or its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity;
- 5.13.19 That the bidder shall provide adequate and appropriate support and participation, on a continuous basis

5.14 Scope of Work

5.14.1 Project Background & Objectives

- 5.14.1.1 The Mizo Fibre Grid Network (MFGN) project is a strategic initiative taken up by the Department of ICT, Government of Mizoram under the SASCI Scheme 2022-23 to provide Optical Fibre Cable (OFC) Network from State Capital to District headquarters and Block headquarters also connecting other Point of Presences (PoPs).
- 5.14.1.2 The project has been conceived with the ambitious vision of providing connectivity to the yet unreached blocks in Mizoram and entails massive investment on the infrastructure creation across the state which would serve as the information highway for decades to come. The choices made today with respect to network design and technology specifications shall not only have implications with respect to the immediate quality and robustness of the network infrastructure but shall also determine the future possibilities and potential for other service providers.
- 5.14.1.3 Optical Fibre Ground Wire (OPGW) and All Dielectric Self Supporting (ADSS) shall be deployed on inter-district and intra-district routes, connecting the State Capital with District Headquarters, Block headquarters and other PoPs as finalized by purchaser.
- 5.14.1.4 The Project will be implemented by ZENICS as the nodal agency.
- 5.14.1.5 The objective of this RFP is to select an Implementing Agency (IA) who shall be responsible for Survey, Design, Supply, Transportation, Installation and deployment, Testing, Commissioning, Transfer of Technology and maintenance (till Hand Over-Take Over (HOTO)) of the passive infrastructure. The key components would include:
- Preparation of detailed Bill of Quantity (BoQ) and getting the same validated from ZENICS appointed PMU before submission. An Indicative BOQ along with break up is provided in the RFP. However, the final BOQ may differ at the time of execution based on the route survey duly authenticated by ZENICS.
 - Approval to be sought from ZENICS and Change Control Committee (CCC) for any variations upward / downward arising in the BOQ at the implementation phase.
 - The IA shall use Single Mode Loose Tube G.652D OFC.
 - The IA shall install monitoring device (Remote Fibre Monitoring System) as required.
 - The period for completion of Implementation and Hand Over of the Complete Network would be Eighteen Months from the date of signing of the contract.

5.14.2 Network Design & Architecture

5.14.2.1 The network shall be passive linear OFC network. The major PoPs shall be monitored through RFMS. It shall connect the state capital with all other districts, blocks and other identified POPs.

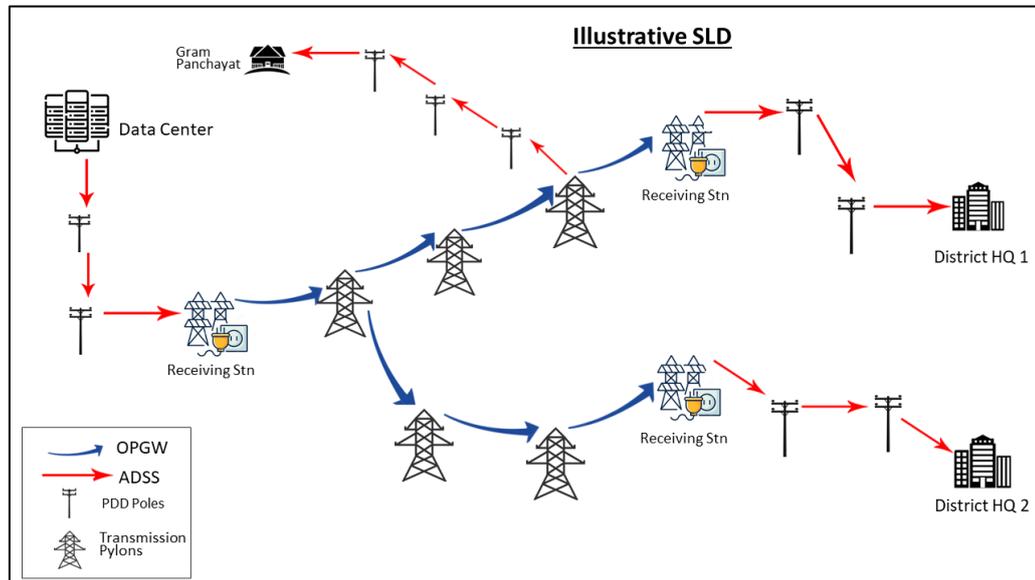


Figure 1: Indicative Diagram of the Network Design

5.14.3 Medium of Connectivity

The passive OFC network shall comprise of OPGW and ADSS architecture.

5.14.3.1 Composite Optical Ground wire (OPGW) is Cable which plays a dual function. First, it is used as Ground Earth wire to provide earthing to the Transmission line and secondly, it contains optical fibre embedded in aluminium steel strands which is used as telecom signal transmission media. The OPGW is constructed of aluminium clad steel strands and aluminium alloy strands stranded with stainless steel tubes or surrounding a fibre unit (core) which contains optical fibres

5.14.3.2 ADSS cable is a type of fibre optic cable that is strong enough to support itself between structures without containing conductive metal elements. In the design of the cable, the internal glass optical fibres are supported with little or no strain, to maintain low optical loss throughout the life of the cable. The cable is jacketed to prevent moisture from degrading the fibres. The jacket also protects the polymer strength elements from the effect of solar ultraviolet light.

5.14.3.3 This document outlines basic installation methods applicable for existing and newly constructed transmission lines for installation of OPGW and ADSS cables.

5.14.3.4 The IA shall ensure that all the material to be used in the network and the deployment process to be followed shall comply with the TEC standards as mentioned in the Annexure- 20. The IA shall also ensure to follow the guidelines as laid down in IEEE 1138:2021 and IEEE 1222: 2019 with latest revisions.

5.14.3.5 **Optic Fibre Characteristics:**

S.No	Characteristics	OPGW	ADSS	ADSS (Long Span ≤500m)
1.	Fibre Description	Single Mode (G.652 D Fibre)	Single Mode (G.652 D Fibre)	Single Mode (G.652 D Fibre)
2.	Mode Field Diameter	8.8-9.8 μm	9.2 ± 0.4 μm	9.2 ± 0.4 μm
3.	Cladding Diameter	125 μm ± 1.0 μm	125 μm ± 0.7 μm	125 μm ± 1.0 μm
4.	Cladding Non-circularity	≤ 1%	≤ 0.8%	≤ 0.8%
5.	Core Clad concentricity error	≤ 0.6 μm	≤ 0.5 μm	≤ 0.5 μm
6.	Cable Cut off wavelength	1260nm max.	1260nm max.	1260nm max.
7.	Fibre attenuation before Cabling	At 1310 nm: ≤0.34 dB/Km At 1550 nm: ≤0.21 dB/Km	At 1310 nm: ≤0.34 dB/Km At 1550 nm: ≤0.20 dB/Km	At 1310 nm: ≤0.34 dB/Km At 1550 nm: ≤0.20 dB/Km
8.	Fibre attenuation after Cabling	At 1310 nm: ≤0.36 dB/Km At 1550 nm: ≤0.23 dB/Km	At 1310 nm: ≤0.36 dB/Km At 1550 nm: ≤0.22 dB/Km	At 1310 nm: ≤0.36 dB/Km At 1550 nm: ≤0.22 dB/Km
9.	Chromatic Dispersion	i) In 1285-1330 nm band: ≤3.5 ps/nm.km ii) In 1270-1340 nm band: ≤5.3 ps/nm. Km iii) At 1550 nm: ≤18.0 ps/nm. Km iv) At 1625 nm: ≤22.0 ps/nm. Km	i) In 1285-1330 nm band: ≤3.5 ps/nm.km ii) In 1270-1340 nm band: ≤5.3 ps/nm. Km iii) At 1550 nm: ≤18.0 ps/nm. Km iv) At 1625 nm: ≤22.0 ps/nm. Km	i) In 1285-1330 nm band: ≤3.5 ps/nm.km ii) In 1270-1340 nm band: ≤5.3 ps/nm. Km iii) At 1550 nm: ≤18.0 ps/nm. Km iv) At 1625 nm: ≤22.0 ps/nm. Km
10.	Polarization mode dispersion	Un-cabled ≤ 0.2 ps/√km Cabled ≤ 0.3 ps/√km	Un-cabled ≤ 0.15 ps/√km Cabled ≤ 0.3 ps/√km	Un-cabled ≤ 0.15 ps/√km Cabled ≤ 0.3 ps/√km
11.	Temperature Dependence	Induced attenuation ≤ 0.05 dB/km (-60°C - +85°C) at 1550 nm	Induced attenuation ≤ 0.05 dB/km (-60°C - +85°C) at 1550 nm	Induced attenuation ≤ 0.05 dB/km (-60°C - +85°C) at 1550 nm
12.	Minimum bending Radius	20 D (D: diameter of the cable)	10 D (D: diameter of the cable)	10 D (D: diameter of the cable)

5.14.4 Project Stakeholders

5.14.4.1 Zoram Electronics Development Corporation Limited (ZENICS)

ZENICS shall be the owner and nodal agency for the project and shall be responsible for formulating project implementation strategies in line with the overall objectives, appointing and enabling relevant agencies for project execution, monitoring the project and executive decision making.

ZENICS will manage the project and will be Responsible for:

- a. Executive decision making
- b. Appointment of IA for execution of work
- c. Creation of project manual comprising:
 - Project governance structure
 - Monitoring and evaluation mechanism
 - Project level procedures including
 - Implementation guidelines, standards and checklists
 - Testing and acceptance process
 - Issues reporting and management process
 - Other project management and coordination procedures
- d. Project management and coordination
- e. Final escalation point for issues resolution
- f. Centralized planning and information sharing between relevant stakeholders
- g. Defining and monitoring of implementation and maintenance SLAs
- h. Facilitating handshake with the agency responsible for obtaining Rights of Way (RoW) clearances from the State Government bodies and other necessary agencies such as Railways, NHAI, forest etc. where fibre laying work is to be done
- i. Final Sign-Offs and acceptance of completed sites, processing vendor invoices and releasing payments

5.14.4.2 Implementing Agency

- a. The IA shall be responsible for procurement and carrying out the OFC deployment work including slinging, commissioning, splicing, termination etc., procurement & installation of all types of tools and accessories which are required for successful carrying out of the project work.
- b. The IA shall be responsible for maintaining the passive network till final acceptance testing and handover to the purchaser.
- c. The IA shall install Remote Fibre Monitoring System (RFMS) where required for monitoring of the health of the dark fibres.

Overview of scope of the IA is as given below:

- a. The overall scope of work has been segregated into three key stages, namely, Planning & Survey, Project Implementation and Final Acceptance Testing
- b. The IA shall carry out the survey and form route maps with coordinates for OPGW and ADSS routes.
- c. Validation and finalization of the OFC routes of the entire route allocated along with submission of final Bill of Quantity for approval of ZENICS.
- d. To carry out the aerial installation of ADSS and OPGW as per scope.
- e. Link Testing using Optical Time Domain Reflectometer (OTDR) and Laser Source Power Meter (LSPM)
- f. As built diagrams (ABD) and related documents which shall capture at least but not limited to splice locations, reinforce poles, new poles etc. and shall be submitted for validation and approval of PMU appointed by ZENICS post completion of each milestone as per project timelines.

- g. Network monitoring related information shall be capture through mobile app, GIS related apps and shall be handed over post completion of project to purchaser
- h. The IA shall provide project progress on daily, weekly basis and monthly basis and as and when asked by the purchaser

5.14.4.3 Power and Electricity Department

- a. Facilitating IA in survey, deployment of fiber and installation of equipment at Sub Stations by allowing access to their facilities.
- b. Providing inputs related to transmission lines wherever required for smooth execution of project.
- c. Providing ROW for survey and implementation of project.
- d. Supervising IA during deployment of OPGW on High Tension Transmission Lines and providing Permit to work (PTW)

5.14.5 High Level Scope of Work

The scope of work includes, but are not limited to the following:

- 5.14.5.1 The Implementing Agency shall Survey, Design, Plan, Supply, Execute, Integrate, Test, Maintain and Transfer the built Passive Optical Fibre Network to ZENICS.
- 5.14.5.2 The IA Shall also be responsible for procurement of material, storage, transportation of the material to the delivery sites, loading and unloading. All the hardware and accessories shall be field proven and should be latest modified version
- 5.14.5.3 The IA shall design & install the mechanical assemblies and accessories including vibration dampers required for installation on the OPGW and ADSS cables.
- 5.14.5.4 Development of installation guides and stringing procedures, mechanical installation and splicing of the OPGW and ADSS cable, along with testing of necessary procedures & Submission of documents.
- 5.14.5.5 Testing the fibre system end to end over several tandem paths.
- 5.14.5.6 Termination of cables at designated buildings, substations or any other location as finalized by the purchaser including installation of Racks for equipment as and where required.
- 5.14.5.7 Factory and field testing of fibre cable
- 5.14.5.8 The IA shall provide documented evidence of satisfactory Type Test performance of OPGW and ADSS to the Purchaser.
- 5.14.5.9 The IA shall confirm Transportation/Shipment of all equipment and documentation to Purchaser's designated location and/or staging areas.
- 5.14.5.10 The IA shall provide all documentation and drawings as specified.
- 5.14.5.11 Training of Purchaser personnel in installation of fibre cable, splicing of fibres and use of test equipment shall be completed by the IA
- 5.14.5.12 Operation & Maintenance for 1 (one) year including but not limited to Fibre patrolling, maintaining, restoration, replacement and any other allied work related to maintenance which ensures the uninterrupted network transmission and maintain the network infrastructure health.

5.14.6 Route Survey

The IA shall survey the route prior to execution to finalize the Route Kms and quantity of Optical Fibre required and shall consider the following points before route survey:

- 5.14.6.1 The methodology to be followed for survey for centre line measurement
- 5.14.6.2 To check the route direction and any interference.
- 5.14.6.3 To determine the location of engine site, Puller and Tensioner site and OFC span lengths.
- 5.14.6.4 Pylon types, Pole Types and their height and surroundings.
- 5.14.6.5 Identify towers and poles where joint will be done for OPGW/ADSS
- 5.14.6.6 Identify the requirement of additional poles and reinforcement of existing poles to bear the extra weight of ADSS Cable
- 5.14.6.7 Topography adjacent to the line.
- 5.14.6.8 Space in the existing rack for IT Infrastructure or requirement of new rack

5.14.7 Outcome of Route Survey

The IA shall capture following information related to deployment of OPGW/ ADSS cable in the Physical Survey:

- 5.14.7.1 Pylon type, number, height and coordinates.
- 5.14.7.2 Span lengths and maintenance loop positions.
- 5.14.7.3 Horizontal inclination from one tower to other.
- 5.14.7.4 Splice point towers and poles.
- 5.14.7.5 The IA shall also capture any other information necessary to execute the project smoothly
- 5.14.7.6 Rack availability or Rack space availability

IA shall provide detailed As built Drawing (ABD) capturing all the information mentioned above which will be submitted to the Committee in the ZENICS. Post verification and approval by the Committee IA may commence execution of the project on the basis of approved ABD.

5.14.8 Implementation Phase

5.14.8.1 Optical Cable Link Lengths And Design

- a. For bidding purposes, the estimated optical fibre link lengths i.e. length of OPGW and ADSS has been mentioned in the bidding schedule. However, the IA shall supply and install the optical fibre cable as required based on detailed site survey (and keeping reasonable allowance for loops on Transmission Towers, Poles and splices) to be carried out by the IA during the project execution.
- b. The Cable length as finalized by the IA shall be duly ratified by the Purchaser.
- c. Bidders shall furnish with their bids, detailed descriptions of the cables(s) proposed. As a minimum, the descriptions shall include information on the fibre manufacturer, cable configurations, fibre grade, optical characteristics, fault and lightning tolerances and any other pertinent information required for an accurate evaluation.

- d. The design of cable (OPGW and ADSS) shall account for the varying operating and environmental conditions that the cable shall experience while in service as per TEC Standards with latest revisions.
- e. All optical fibre cabling and all associated installation hardware shall have a minimum guaranteed design life span of 25 years
- f. Colour coding is essential for identifying individual optical fibres and groups of optical fibres. Individual optical fibres within a fibre unit, and fibre units shall be identifiable as per TIA 598D colour-coding scheme.
- g. The colour coating shall be permanent thus withstanding normal handling e.g. during termination, testing or cable relocation throughout the design life of the cable. Colouring utilized for colour coding optical fibres shall be integrated into the fibre coating and shall be homogenous.
- h. The colour shall not bleed from one fibre to another and shall not fade during fibre preparation for termination or splicing.
- i. Each loose tube shall not contain more than 12 fibres. Optical Fibres shall be of different colour.
- j. The individually coated optical fibre(s) shall be surrounded by a buffer for protection from physical damage during fabrication, installation and operation of the cable.
- k. The fibre coating and buffer shall be strippable for splicing and termination. Each fibre unit shall be individually identifiable utilizing colour coding.
- l. Buffer tubes shall be filled with a water-blocking gel.

5.14.8.2 Precautions For OFC Handling

- a. OPGW and ADSS is normally supplied on non-returnable wooden reels. The cable is packaged with a flex wrap or wooden lagging to provide additional protection during transportation.
- b. OPGW and ADSS cable reels shall always be transported and handled in an upright position and never laid on its side.
- c. It is recommended that each reel of OFC be tested prior to and after installation to ensure that fibre damage has not occurred during shipping and/or stringing operations.
- d. The IA shall do inspection of the OPGW and ADSS cable and check for any damages on the drum or packaging, both ends of the drum shall have sealing caps.
- e. The IA shall check the cable using Portable Optical Time Domain Reflectometer (OTDR) for Optical Fibre Continuity, Optical Fibre Length, and Optical Fibre Attenuation (at 1550 nm wavelength) and shall record and submit to the purchaser all the test reports

5.14.9 Safety Precautions

All safety measures shall be followed without any miss as per the safety guidelines of the Purchaser as well as the IA.

5.14.9.1 Working at Height

- a. The IA shall ensure that the personnel who shall work at height have undergone physical examination and technical training and are allowed to take part in the working at height only after getting the qualifications.
- b. The personnel at all times shall be fully geared in PPEs recommended for working at height.
- c. The tools and instruments carried should be laced into insulated tool bags. The work should be stopped in any event of rainstorm, snow, strong winds, thundering and thick fog.

5.14.9.2 Live Line Work

- a. The IA shall ensure that in order to prevent from electric shock the operation persons must use insulation rods or gear up with insulation gloves and shoes and maintain minimum safe distance from the live lines. Safety helmets to be always worn.

5.14.10 Marking, Packaging And Shipping

This section describes the requirements for marking, packaging and shipping the fibre optic cable.

- 5.14.10.1 **Drum Markings:** Each side of every reel of cable shall be permanently marked with white lettering with the manufacturer's name, the Project name (MFGN), cable part number and specification as to the type of cable, length, number of fibres, a unique drum number and factory inspection stamp and date.
- 5.14.10.2 **Cable Drums:** All optical fibre cabling shall be supplied on strong drums provided with adequate strength, constructed to protect the cabling against all damage and displacement during transit, storage and subsequent handling during installation. Both ends of the cable shall be sealed as to prevent the escape of filling compounds and dust & moisture ingress during shipment and handling. Spare cable caps shall be provided with each drum as required.
- 5.14.10.3 There shall be no factory splices allowed within a continuous length of cable. Only one continuous cable length shall be provided on each drum. The lengths of cable to be supplied on each drum shall be determined by a "schedule" prepared by the IA; however, the length of cable generally be 2 km for ADSS and 2 km/ 4 km for OPGW.

5.14.11 Training Of Installation Skills

The IA shall employ only those operational teams which are trained for working with safety and proper installation procedures. The Site engineers or installation supervisors will teach the ADSS/OPGW cable structure features, installations procedures, installation equipment, installation precautions, hardware mounting methods and so on and shall also carry out operation demonstration if necessary.

5.14.12 General Installation Process of ADSS And OPGW

5.14.12.1 Installation Procedure

- a. The IA shall use the controlled tension stringing method of installation. Suitable equipment includes pullers, tensioners, reel winders, stringing blocks, swivels, mesh wire grips etc. for OPGW and ADSS
- b. The IA shall plan for the exact splice locations for splicing of optical fibres which is in sync with the reel lengths and after installing dead ends/tension sets, the free ends of the OPGW and ADSS shall be trained down the towers/poles to the ground for splicing.
- c. The length of the free cable shall be at least the tower height, plus an additional 25 m for OPGW and pole height and additional 5 m for ADSS to accommodate the splicing. After stringing this cable length shall be coiled and temporarily stored at the tower/pole until the splicing occurs.
- d. Grounding of OPGW using appropriate clamps and grounding wire.
- e. The IA shall use specialized attachment hardware, including deadends, tension sets, suspension clamps, and wire fittings such as grounding clamps which are designed to provide the necessary holding strengths and prevent deformation of the fibre unit which could potentially damage the optical fibres.
- f. The IA shall ensure that during deployment ADSS keeps sufficient distance from obstacles and other objects to avoid abrasion and damage to the ADSS.
- g. The IA can use the existing ground wire in case of OPGW that needs to be removed but only after due inspection. If there is any concern about the existing wire's ability to withstand the stringing tensions, it should be pulled out and replaced with a pulling line.
- h. The IA shall use a bull-wheel type tensioner with round (not "V" type) polyurethane lined contact grooves. The IA shall take the following points into consideration:
 - The tensioner shall have two bull-wheels, each with multiple grooves to minimize cable damage.
 - The tensioner shall be capable of maintaining the required tensions at various pulling speeds.
 - It is necessary that the IA shall ensure for pullers and tensioners to maintain the tension when pulling is stopped.
- i. The tensioner and puller shall be positioned for a 3:1 ratio to the stringing block on the first structure adjacent to the equipment for OPGW and the ratio shall be 4:1 in case of ADSS
- j. The cable shall be pulled without any twisted motion.

Note: In case of OPGW, the IA shall use Anti-Rotational Device depending largely upon the construction of the optical ground wire to prevent the OPGW from twisting while being pulled. The weight and length of the ARD will depend upon the construction of the optical ground wire.

5.14.13 Sagging Methods and Hardware

The main hardware used for any overhead transmission cable include: Deadend or Tension Assemblies, Suspension Assemblies, Double Suspension Assemblies, Pole Clamps, Loop

brackets/clamps, Joint box etc which correspond to specified design and standards for OPGW and ADSS.

The IA shall take into consideration the following table while deployment of the cables:

S.No	Type	Turning Angle	Type of Assembly
1	OPGW	0° - 30°	Suspension
2	OPGW	30° - 60°	Double Suspension
3	OPGW	>60°	Dead End
4	ADSS	0° - 20°	Suspension
5	ADSS	>20°	Tension

S.No	Type	Location	Type of Assembly
1	ADSS/OPGW	At end points and Splice Points	Dead End/Tension

- 5.14.13.1 **Suspension Assembly:** The standard suspension assemblies include internal protective reinforced helix/rods, outer layer suspension helix, suspension housing, anchor shackle, twisted link, celvis thimble, bolt, nut, locking pins etc.
- 5.14.13.2 **Tension or Dead End Assemblies:** Tension or Dead End Assemblies: The standard tension or deadend assembly includes protective reinforced helix, u-shaped termination helix, thimble, turn buckle, anchor shackle, extension rods, tension hook, bolt, nut, locking pins etc.
- 5.14.13.3 **Vibration Dampers:** The vibration dampers shall be used in large spans of OPGW and the areas having high wind flow. In case of ADSS, spiral vibration dampers shall be used when span length is >100m.
- 5.14.13.4 **Downlead Clamps:** The IA shall use the downlead clamp on towers and poles for OPGW and ADSS respectively having splice points or maintenance loops to secure the down moving cable against abrasion and damage due to friction.

Note: The IA shall provide all required consumable and non-consumable supplies necessary to support all installation and test activities through final operational acceptance.

5.14.14 Cable Terminations

- 5.14.14.1 The IA shall Supply, lay, splice and terminate the fibre Optic Approach Cable from OPGW/ADSS Cable junction point to Fibre Optic Distribution Panel (FODP) through new and/or existing cable path with suitable cable jacket and providing necessary cable protection from power & control cable by arranging cable tray and suitable hanger system required including any inbuilding wiring using PVC conduits.
- 5.14.14.2 The IA shall use the existing cable trenches to route the OFC from gantry to the rack inside the main building through HDPE PLB duct of size 40/33 mm.
- 5.14.14.3 The IA shall Supply & install network rack and associated optical equipment required at each station where fibre optic links are to be established.
- 5.14.14.4 The IA shall close all splicing required for the optical fibres.

5.14.15 Splicing And Splice Enclosures

The Implementing Agency after the completion of sagging will proceed for splicing of the cable and shall place the surplus wire coiled and attached to the tower/pole, and following points shall be considered:

- a. The IA after installation of the complete drum and start of a new drum shall keep enough OPGW/ ADSS cable for catering to splicing and storing of the cable.
- b. The minimum spare cable of terminating drum and new drum shall be equal to the height of the pole and additional 5 m for ADSS and OPGW shall extend a minimum of 25 m beyond the bottom of the tower.
- c. The IA shall ensure that the joint boxes are properly and securely attached to the pole preferably with 2 clamps and at least 3 m from the nominal ground level in case of ADSS and for OPGW splice enclosure shall be installed on the structure between 4.5 to 6 m above the ground clamped securely.
- d. Both the ends of the terminating drum and the new drum shall be cleaned and inserted into the joint box after removal of the outer jacket and as recommended by the design.
- e. The fibre shall be routed as per the design of the cable trays inside the joint box for splicing.
- f. The IA shall monitor the optical attenuation while splicing so as to ensure there is no damage in the cable while deploying the cable and record the measurement results.

The IA shall ensure that the splicing machines are in good working condition with AMC and calibration reports.

5.14.16 Monitoring of Fibre Network

- 5.14.16.1 The IA shall install Remote Fibre Monitoring Device (RFMS) to enable Real-Time Fibre Monitoring, fault detection and locating fault in the network.
- 5.14.16.2 A remote fibre testing system allows for continuous and automated monitoring of fibre cables for breaks, degradations, and malicious tampering incidents.
- 5.14.16.3 Deploying a fibre monitoring system provides the advantage of continuous assurance of optimal service while alerting field technicians in real-time when issues arise to allow for faster repairs and issue resolution.

5.14.17 Operation and Maintenance of Optical Fibre Network

The Operation & Maintenance (O&M) of the network shall be done as follows:

- 5.14.17.1 After final AT, the maintenance of network as per SLA shall be carried out for a period of 1 year.
- 5.14.17.2 The IA shall provide complete O&M of the passive network including the installed RFMS equipment
- 5.14.17.3 During the O&M phase, the maintenance of complete network shall be carried by IA. This includes repair or replacement of the damaged OFC, FDMS, Joint Closures or any other associated accessories of the passive network.
- 5.14.17.4 Procurement of any material/ equipment/ accessories related to smooth execution of O&M shall be in the scope of IA. Purchaser will not pay, apart from the contract value, for any such procurements

5.14.17.5 IA shall also carry out periodic maintenance of the network which includes but not limited to regular surveillance of the OFC routes, routine inspection, measurement of link attenuation and ensure link is free from any optical loss etc.

5.14.17.6 IA shall maintain inventory of OFC, joint closure, FDMS or any other accessory required for timely restoration of the network

5.14.18 Acceptance Testing

Acceptance Testing is the physical and visual inspection of the cable link route, associated accessories and passive infrastructure. The final acceptance testing will include the following:

- a. Physical and visual inspection and tests of hardware used
- b. Bi-Directional whole link testing and unidirectional whole link loss measuring using Optical Time Domain Reflectometer (OTDR) and Laser Source-Power Meter (LSPM)
- c. Mechanical Strength Test
- d. Galvanising Test
- e. Pressure Test of Splice Enclosures
- f. Clamp Slip Strength Test, etc
- g. For the purpose of AT, bidder shall procure and hand-over 2 Nos of OTDR (Optical Time domain Reflectometer) and 4 Nos. of LSPM (Laser Source Power Meter) to purchaser. The OTDR and LSPM shall be of good quality preferably of JDSU, EXFO, VIAVI. The submitted OTDR and LSPM shall become the property of the purchaser. Hence, bidder shall quote the prices of both the items as part of financial bid

Note: During the course of installation the Purchaser shall have full access for inspection of the progress of the work and for checking safety protocols and SOPS, workmanship and accuracy as may be required. The OTDR and Laser Source & Power Meter (LSPM) shall be provided by the IA for AT purposes. Optical testing equipment should be calibrated with Calibration Report not older than 3 months from an authorized calibration agency.

5.14.18.1 The IA shall install and commission the RFMS equipment at the central location or any other such locations deemed to be necessary for monitoring of all the OFC Network routes under its scope.

5.14.18.2 The IA shall provide all relevant documents and AMC for the equipment

5.14.18.3 The IA shall provide training to the purchaser authorised personnel for effective operations of the equipment.

5.14.19 Implementation Plan

The Implementation plan as prescribed below shall be applicable on all the 3 Zones:

S.No	Implementation Plan	Timelines for completion	Remarks
1.	Issuance of Award of Contract and work order	T0	On selection of the IA, Award of Contract and Work Order is issued

S.No	Implementation Plan	Timelines for completion	Remarks
2.	Commencement of Survey	T0 + 20 Days	
3.	50% Completion of Survey & submission of reports, Commencement of Work	T0+60 Days	Submission of ABD capturing information as per AT plan
4.	100% Completion of Survey & report submission, Completion of 10% of Cable Installation Work of total WO value	T0+120 Days	Submission of ABD & OTDR Reports and any other document confirming deployment of Fibre
5.	Completion of 25 % Cable Installation Work of Total WO Value	T0+180 Days	Submission of OTDR Reports and any other document confirming deployment of Fibre
6.	Completion of 40 % Cable Installation Work of Total WO Value	T0+240 Days	Submission of OTDR Reports and any other document confirming deployment of Fibre
7.	Completion of 60 % Cable Installation Work of Total WO Value	T0+300 Days	Submission of OTDR Reports and any other document confirming deployment of Fibre
8.	Completion of 80 % Cable Installation Work of Total WO Value	T0+360 Days	Submission of OTDR Reports and any other document confirming deployment of Fibre
9.	Completion of 100 % Cable Installation Work of Total WO Value	T0+420 Days	Submission of OTDR Reports and any other document confirming deployment of Fibre
10.	Completion of 100% works including splicing & end to end termination of Network	T0+450 Days	Submission of OTDR Reports and any other document confirming deployment of Fibre
11.	UAT of Complete Network & Draft Document Submission (ABD, Material Consumption Report, OTDR, LSPM etc.)	T0+500 Days	Submission of OTDR Reports and any other document confirming deployment of Fibre
12.	Rectification of Punch points/Observation & Completion of Hand-over of Complete end to end Network	T1 = T0 + 540 Days	Duly signed and attested handover of Final documents along with ABD and any other necessary documents
13.	O&M of Optical Network for period of 1 year	T2 = T1 + 365 Days	Submission of Satisfactory O&M Certificate (MTTR, physical inspection, preventive maintenance)

5.14.20 Penalties

S. No.	Description of Penalties	Penalties
1	Delay in achievement of any Milestone by 25 Days	2% of the Invoice Submitted for the said Milestone

S. No.	Description of Penalties	Penalties
2	Delay in achievement of any Milestone by 50 Days	4% of the Invoice Submitted for the said Milestone
3	Delay in achievement of any Milestone by 75 Days	Clause no. 5.14.20.2 shall be followed
4	Per hour delay in restoration of network against defined Mean time to restore (MTTR)	0.5% of total O&M contract value per hour delay in restoration of network

Please Note:

- 5.14.20.1 Penalty shall not be levied more than 10% of total project cost. Also, If IA completes the total scope of work in stipulated time frame, then interim penalties shall be waved off
- 5.14.20.2 If delay in commencement of work/ Achievement of any Milestone is more than 75 days, ZENICS may terminate the contract, forfeit the PBG and award the contract to any other IA/ Re-tender. ZENICS may also blacklist the IA
- 5.14.20.3 Delay in restoration of network due to issues beyond the control of IA team shall be subject to decision made by the purchaser

5.15 Key Performance Measurements

- 5.15.1 Unless specified by the Purchaser to the contrary, IA shall deliver the goods, perform the services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under Clause 6.12: Service Level Agreement.
- 5.15.2 If the Contract, scheduled requirements, service specification includes more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- 5.15.3 The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements.

5.16 Commencement and Progress

- 5.16.1 IA shall be subject to the fulfilment of the conditions precedent set out in **Clause 5.1: Conditions Precedent**, commence the performance of its obligations in a manner as specified in the Scope of Work
- 5.16.2 IA shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- 5.16.3 IA shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Specifications and that IA's Team complies with such Specifications and all other standards, terms and other stipulations/ conditions set out hereunder.
- 5.16.4 IA shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, engineering and

security practices. IA shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.

- 5.16.5 The items supplied under this Contract shall conform to the standards and technical specifications mentioned in **Annexure 7.20: TEC-GR Nos for Technical Specifications**. In other cases where no applicable standard is available such standards which are issued by the relevant authorized agencies shall be applicable. Delivery of the items shall be made by the IA in accordance with the terms specified by the Purchaser in its Notification of Award / Work Order.

5.17 Standards of Performance

- 5.17.1 IA shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry and with IT standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. IA shall always act, in respect of any matter relating to the Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

5.18 Approvals and Required Consents

- 5.18.1 The Purchaser shall extend necessary support to IA to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals"), required if any, necessary for IA to provide the Services. The costs of such Approvals shall be borne by IA. Both parties shall give each other all co-operation and information reasonably.
- 5.18.2 The purchaser shall also provide necessary support to IA in obtaining the Approvals. In the event that any Approval is not obtained, IA and the purchaser shall co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the purchaser, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Approval is obtained, provided that IA shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Approvals are obtained if and to the extent that IA 's obligations are dependent upon such Approvals.

5.19 IA's Obligations

- 5.19.1 IA obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable Purchaser to meet the objectives and operational requirements. It shall be IA's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the RFP and this Contract.

- 5.19.2 In addition to the aforementioned, IA shall provide services to manage and maintain the network and infrastructure as mentioned in the RFP and changes thereof.
- 5.19.3 Purchaser reserves the right to interview the personnel proposed that shall be deployed as part of the project team. If found unsuitable, the Purchaser may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with IA.
- 5.19.4 Purchaser reserves the right to require changes in personnel which shall be communicated to IA. IA with the prior approval of the Purchaser may make modifications to the project team. IA shall provide the Purchaser with the resume of Key Personnel and provide such other information as the Purchaser may reasonably require.
- 5.19.5 IA / Lead Bidder shall ensure that IA / Lead Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. IA / Lead Bidder shall ensure that the services are performed through the efforts of IA / Lead Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves IA / Lead Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and IA / Lead Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
- 5.19.6 IA / Lead Bidder shall be fully responsible for execution of project in accordance with the terms and conditions as laid down in relevant sections of this RFP.
- 5.19.7 IA / Lead Bidder shall ensure that the OEMs supply equipment / components including associated accessories and software required and shall support IA / Lead Bidder in the installation, commissioning, integration and maintenance of these components during the entire period of contract.
- 5.19.8 All the OEMs that Bidder proposes should have Dealer possession licenses.
- 5.19.9 IA / Lead Bidder's representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. IA / Lead Bidder's representative(s) shall liaise with the Purchaser's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. IA / Lead Bidder shall extend full co-operation to Purchaser's representative in the manner required by them for supervision/ inspection/ observation of the equipment/ goods/ material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of IA / Lead Bidder's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other Service Providers / Vendors of the Purchaser working at the Purchaser's office locations & field locations. Such Bidder's representative(s) shall be available to the Purchaser's Representative at respective locations during the execution of works.
- 5.19.10 IA shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same. IA shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.
- 5.19.11 IA is expected to set up a project office in Aizawl. The technical manpower deployed on the project should work from the same office. However, some resources may be required to work from the ZENICS office during the contract period.

5.20 Bidder's (IA) Representative

5.20.1 The IA's Representative shall have all the powers requisite for the performance of Services under this Contract. The IA's Representative shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. IA shall extend full co-operation to Purchaser's representative in the manner required by them for supervision/ inspection/ observation of the Infrastructure, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the IA's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with other service providers of the Purchaser working at the site/ offsite for activities related to planning, execution of Scope of Work and providing Services under this Contract

5.21 Knowledge of Site Conditions

5.21.1 The IA shall be deemed to have understood the requirements and have satisfied himself with the Data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during delivery or installation, IA observes physical conditions and/or obstructions affecting the work, the IA shall take all measures to overcome them

5.21.2 IA shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the work. The consideration provided in the Contract for the IA undertaking the works shall cover all the IA's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Purchaser's Representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the IA takes in the absence of specific instructions from the Purchaser's Representative

5.21.3 The Purchaser shall not have any liability to any prospective IA or any other person under any laws (including without limitation the law of contract or tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the declaration of the IA, the information supplied by or on behalf of the Purchaser or its employees, any consultants, or otherwise arising in any way from the bidding process. The Purchaser shall also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP

5.21.4 The IA shall have conducted its own due diligence with regard to the information contained in the RFP. The Purchaser does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for the Purchaser to consider particular needs of each Bidder who reads or uses this RFP. Each prospective Bidder should conduct its own investigations and analyses and check the

accuracy, reliability and completeness of the information provided in this RFP and obtain independent advice from appropriate sources

5.22 Access to Sites

- 5.22.1 The Purchaser's representative upon receipt of request from IA intimating commencement of activities at various locations shall give to IA access to as much of the Sites as may be necessary to enable IA to commence and proceed with the installation of the works in accordance with the program of work. Any reasonable proposal of IA for access to Site to proceed with the execution of work in accordance with the program of work shall be considered for approval and shall not be unreasonably withheld by the Purchaser. Such requests shall be made to the Purchaser's representative in writing at least 5 days prior to start of the work.
- 5.22.2 At the site locations, the Purchaser's representative shall give to IA access to as much as may be necessary to enable IA to commence and proceed with the installation of the works in accordance with the program of work or for performance of Facilities Management Services.

5.23 Bidder's / Lead Bidder's (IA) Organization

- 5.23.1 The IA's Team shall be deployed for execution of work and provision of Services under this Contract as mentioned in **Clause 5.14- Scope of Work**
- 5.23.2 The IA should to the best of his efforts, avoid any change in the organization structure proposed for execution of this Contract or replacement of any manpower resource appointed for the project. If the same is however unavoidable, due to circumstances such as the resource leaving the IA's organization, the outgoing resource shall be replaced with an equally competent resource or better on approval from the Purchaser. The IA shall promptly inform the Purchaser in writing, if any such revision or change is necessary
- 5.23.3 The IA shall supply to the Purchaser for its approval, within 10 calendar days after the release of Work Order under this Contract or prior to the kick-off meeting whichever is earlier, an organization chart showing the proposed organization/ manpower to be deployed by the IA for execution of the work including the identities and Curriculum-Vitae of the key personnel to be deployed
- 5.23.4 In case of replacement of any manpower resource, the IA should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service
- 5.23.5 The IA shall provide and deploy only those manpower resources who are qualified/ skilled and experienced in their respective trades and who are competent to deliver in a proper and timely manner the work they are required to perform or to manage/ supervise the work
- 5.23.6 The IA shall provide necessary supervision during the execution of work and as long thereafter as the Purchaser may consider necessary for the proper fulfilment of the IA's obligations under the Contract. The IA or his competent and authorized representative(s) shall be constantly present at the site whole time for supervision. The IA shall authorize his representative to receive directions and instructions from the Purchaser's Representative

- 5.23.7 The IA shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of Services for all costs/ charges in connection thereof
- 5.23.8 The Purchaser's Representative may at any time object to and require the IA to remove forthwith from the Project any authorized representative or employee of the IA or any person(s) of the IA's Team, if, in the opinion of the Purchaser's Representative the person in question has misconducted or his/ her deployment is otherwise considered undesirable by the Purchaser's Representative. The IA shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative
- 5.23.9 The Purchaser's Representative may at any time object to and request the IA to remove from the Project any of IA's authorized representative including any employee of the IA or his team or any person(s) deployed by IA or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The IA shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the IA has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this clause object to and require the IA to remove that person from deployment on the work, which the IA shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser's Representative
- 5.23.10 The Purchaser's Representative shall state to the IA in writing his reasons for any request or requirement pursuant to this clause
- 5.23.11 The IA shall maintain backup personnel and shall promptly replace every person removed, pursuant to this section, with an equally competent substitute from the pool of backup personnel

5.24 Reporting Progress

- 5.24.1 IA shall monitor the progress of all the activities related to the execution of this contract and shall submit to the Purchaser, progress reports with reference to all related work, milestones and their progress during the implementation phase.
- 5.24.2 Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with project plan. The Purchaser on mutual agreement between both parties may change the formats, periodicity, and dissemination mechanism for such reports.
- 5.24.3 Periodic meetings shall be held between the representatives of the Purchaser and IA once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, as desired by Purchaser, to discuss the performance of the contract.
- 5.24.4 IA shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- 5.24.5 Several review committees involving representative of the Purchaser and senior officials of IA shall be formed for the purpose of this project. These committees shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the implementation.
- 5.24.6 All the goods, services and manpower to be provided / deployed by IA under the Contract and the manner and speed of execution and maintenance of the work and services are to

be conducted in a manner to the satisfaction of Purchaser's representative in accordance with the Contract.

- 5.24.7 The Purchaser reserves the right to inspect and monitor/ assess the progress/ performance of the work / services at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, IA shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the progress/ performance of the work / service.
- 5.24.8 Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/ standards, the Purchaser's representative shall so notify IA in writing.
- 5.24.9 IA shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. IA shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser's representative that the actual progress of work does not conform to the approved plan IA shall produce at the request of the Purchaser's representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements
- 5.24.10 The submission seeking approval by the Purchaser or Purchaser's representative of such plan shall not relieve IA of any of his duties or responsibilities under the Contract.
- 5.24.11 In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, IA shall deploy extra manpower/ resources to make up the progress or to meet the RFP requirements. Plan for deployment of extra man power/ resources shall be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by IA within the contract value.

5.25 Project Plan

- 5.25.1 Within 10 calendar days of effective date of the contract/ Issuance of Lol, IA shall submit to the Purchaser for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which he proposes to carry out the works. The Plan so submitted by IA shall conform to the requirements and timelines specified in the Contract. The Purchaser and IA shall discuss and agree upon the work procedures to be followed for effective execution of the works, which IA intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the Purchaser's Representative of the Project Plan shall not relieve IA of any of his duties or responsibilities under the Contract.
- 5.25.2 If IA work plans necessitate a disruption / shutdown in Purchaser's operation, the plan shall be mutually discussed and developed so as to keep such disruption / shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of IA to develop / adhere such a work plan shall be to his account.

5.26 Adherence to safety procedures, rules regulations and restriction

- 5.26.1 IA Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and IA Team shall abide by these laws.
- 5.26.2 Access to the SDC shall be strictly restricted. No access to any person except the essential members of IA Team who are authorized by the purchaser and are genuinely required for execution of work or for carrying out management/ maintenance shall be allowed entry. Even if allowed, access shall be restricted to the pertaining equipment of the Purchaser only. IA shall maintain a log of all activities carried out by each of its team personnel.
- 5.26.3 No access to any staff of bidder, except the essential staff who has genuine work-related need, should be given. All such access should be logged in a loss free manner for permanent record
- 5.26.4 IA shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
- 5.26.5 IA shall comply with the directions issued from time to time by the Purchaser and the standards related to the security and safety, in so far as it applies to the provision of the Services.
- 5.26.6 IA shall upon reasonable request by the Purchaser, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

5.27 Statutory Requirements

- 5.27.1 During the tenure of this Contract nothing shall be done by IA or his team including consortium in contravention of any law, act and / or rules / regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.

5.28 Contract Administration

- 5.28.1 No variation or modification of the terms & conditions of the contract shall be made except by written amendment signed by the parties
- 5.28.2 Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:
- 5.28.2.1 Exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and
- 5.28.2.2 Bind his or her Party in relation to any matter arising out of or in connection with this Contract
- 5.28.3 The IA along with other members / third parties / OEMs shall be bound by all undertakings and representations made by the authorized representative of the IA and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf
- 5.28.4 For the purpose of execution or performance of the obligations under this Contract, the Purchaser's representative would act as an interface with the nominated representative of the IA. The IA shall comply with all instructions that are given by the Purchaser's

representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the RFP.

5.29 IA's Personnel

- 5.29.1 The IA shall employ and provide such qualified and experienced personnel as are required to perform the Services under the Contract
- 5.29.2 All the personnel, also of the IA's partners shall be deployed only after adequate background verification check. The IA shall submit an undertaking for clean background verification check report for the personnel before their deployment on the Project. Any deviations, if observed, may lead to removal of the personnel from the Project

5.30 Purchaser's Obligations

- 5.30.1 Purchaser or his / her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to IA.
- 5.30.2 Purchaser shall ensure that timely approval is provided to IA as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.
- 5.30.3 The Purchaser's representative shall interface with IA, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
- 5.30.4 Purchaser may provide on Bidder's request, particulars / information / or documentation that may be required by IA for proper planning and execution of work and for providing services covered under this contract and for which IA may have to coordinate with respective vendors.
- 5.30.5 Purchaser shall provide to IA Representative only sitting space and basic infrastructure not including stationery and other consumables at the Purchaser's office locations.

5.31 Purchaser's Right of Monitoring, Inspection and Periodic Audit

- 5.31.1 At any time during the course of the Contract, the Purchaser shall have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by IA of its obligations/ functions in accordance with the standards committed to or required by the Purchaser and IA undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts.

5.32 Intellectual Property Rights - Purchaser

- 5.32.1 Purchaser shall own and have Intellectual Property Rights of all the deliverables which have been developed by the IA during the performance of Services and for the purposes of inter-alia use of such Services under this Contract. The IA undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the

Purchaser and execute all such agreements/ documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively conserve the Intellectual Property Rights of the Purchaser

- 5.32.2 If Purchaser desires, Further, the IA shall be obliged to ensure that all approvals, registrations which are inter-alia necessary for use of the infrastructure installed by the IA, the same shall be acquired in the name of the Purchaser, prior to termination of this Contract and which shall be assigned by the Purchaser to the IA for the purpose of execution of any of its obligations under the terms of the Bid, RFP or this Contract. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of the Purchaser
- 5.32.3 The IA shall ensure that while it uses any hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and IA shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the IA during the course of performance of the Services.

5.33 Record of Contract Documents

- 5.33.1 The IA shall at all-time make and keep sufficient copies of the specifications and Contract documents for him to fulfil his duties under the contract
- 5.33.2 The IA shall keep at least two copies of each and every specification and Contract document, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser's Representative and by any other person authorized by the Purchaser's Representative.

5.34 Ownership and Retention of Documents

- 5.34.1 The Purchaser shall own the Documents, prepared by the IA arising out of or in connection with this Contract
- 5.34.2 Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the IA shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the IA in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The IA shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents

5.35 Ownership of Equipment

- 5.35.1 The Purchaser shall own assets/ components including but not limited to equipment, documents and items supplied by the IA arising out of or in connection with this Contract
- 5.35.2 However, all the risk and liability arising out of or in connection with the usage of the equipment, assets/ components during the term of the Contract shall be borne by the IA

5.36 Payments

- 5.36.1 Purchaser shall make payments to IA at the times and in the manner set out in the Payment schedule as specified Payment Milestones in **Clause -6.13: Payment Schedule**. Purchaser shall make all efforts to make payments to IA within 45 days of receipt of invoice(s) and all necessary supporting documents.
- 5.36.2 All payments agreed to be made by Purchaser to IA in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied / applicable, if any, and Purchaser shall not be liable to pay any such levies / other charges under or in relation to this Contract and / or the Services.
- 5.36.3 No invoice for extra work / change order, shall be submitted by IA, unless the said extra work / change order has been authorized / approved by the Purchaser in writing, in accordance with Change Control Note as per **Clause: 6.9: Change Control Note**.
- 5.36.4 In the event of Purchaser noticing at any time that any amount has been disbursed wrongly to IA or any other amount is due from IA to the Purchaser, the Purchaser may without prejudice to its rights recover such amounts by other means after notifying IA or deduct such amount from any payment falling due to IA. The details of such recovery, if any, shall be intimated to IA. IA shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Purchaser or IA.
- 5.36.5 All payments to IA shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, IA is liable, the same shall be deducted by Purchaser from any dues to IA. All payments to IA shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to IA on chargeable basis.

5.37 Intellectual Property Rights - IA

- 5.37.1 Retention of Ownership except for the rights expressly granted to the Licensee under this Agreement, the Licensor shall retain all right, title and interest in and to the Licensed Technology, including all worldwide Technology and intellectual property and proprietary rights.
- 5.37.2 Preservation of Notice Licensee shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any Licensed Technology or materials provided under this Agreement, and shall reproduce all such notices and legends when incorporating Licensed Technology or materials into any Integrated Products.
- 5.37.3 IA must ensure that while using any software, hardware, processes, and document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person / Company. IA shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission / license terms or infringement of any Intellectual Property Rights by IA or IA's Team during the course of performance of the Services. IA liability is excluded regarding any claim based on any of the following (a) anything Purchaser provides which is incorporated into the Solution; (b) the Purchaser's modification of the solution; (c) the

combination, operation, or use of the solution with other materials, if the third party claim has been caused by the combination, operation or use of the solution

- 5.37.4 Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by IA solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. IA undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser, execute all such agreements / documents and obtain all permits and approvals that may be necessary in regard to the Intellectual Property Rights of the Purchaser.
- 5.37.5 If Purchaser desires, IA shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by IA, the same shall be acquired in the name of the Purchaser, prior to termination of this Contract and which may be assigned by the Purchaser to IA for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.
- 5.37.6 IA shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by purchaser in writing.

5.38 Taxes and Duties

- 5.38.1 IA shall bear all personnel taxes levied or imposed on its personnel, or any other member of IA's Team, etc. on account of payment received under this Contract. IA shall bear all corporate taxes, levied or imposed on IA on account of payments received by it from the Purchaser for the work done under this Contract.
- 5.38.2 All the taxes, duties, levies and all other charges applicable and shall be valid for delivery on FOR basis to the designated delivery points. All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates.
- 5.38.3 Govt. of Mizoram / ZENICS shall not pay any increase in duties, taxes and surcharges and other charges on account of any revision, enactment during the period of validity of the Bids and also during the contract period. The decision of ZENICS in this regard will be final and binding and no disputes in this regard will be entertained.
- 5.38.4 The Bidder will have to bear all Income Tax liability both corporate and personal tax.
- 5.38.5 ZENICS shall deduct appropriate tax as applicable at source from the payment against the delivery & services and corresponding TDS certificate shall be issued at the end of respective quarter
- 5.38.6 In case of any variation (upward or downward) in GST wherever applicable up to the date of invoice, the benefit or the burden of the same shall be passed on to ZENICS. Necessary documentary evidence shall be produced for having paid the excise duty, GST, if applicable and/ or other applicable levies. Variation would also include the introduction of any new tax / cess
- 5.38.7 IA shall bear all taxes and duties etc. levied or imposed on IA under the Contract, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied

and services rendered and payments received by him from the Purchaser under the Contract. It shall be the responsibility of IA / Lead Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. IA shall also provide the Purchaser such information, as it may be required in regard to IA's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to IA original certificates for tax deduction at source and paid to the Tax Authorities.

- 5.38.8 IA agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract
- 5.38.9 IA shall fully familiarize themselves about the applicable domestic taxes (such as GST, income taxes, duties, fees, levies, etc.) on amounts payable by the Purchaser under the Agreement. All such taxes must be included by Bidders in the financial proposal. (Bidder to find out applicable taxes for the components being proposed.)
- 5.38.10 Should IA fail to submit returns / pay taxes in times as stipulated under applicable Indian / State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, IA shall pay the same. IA shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Purchaser/ Lead Bidder.
- 5.38.11 The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax / GST payable by IA at the rates in force, from the amount due to IA and pay to the concerned tax authority directly.

5.39 Indemnity

- 5.39.1 IA shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
- any negligence or wrongful act or omission by IA or any third party associated with IA in connection with or incidental to this Contract; or
 - any breach of any of the terms of IA's bid as agreed, the RFP and this Contract by IA
 - any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof
- 5.39.2 Damages and losses caused by its negligent or intentional act or omission or any damages and losses caused by the negligent act of any third party or sub-contractor or agency engaged by the IA
- 5.39.3 Damages and losses resulting from the non-compliance with the established obligations Third Party claim against ZENICS or its nominated agency that any Deliverables/Services/Equipment provided by the IA infringes a copyright, trade secret, patents or other intellectual property rights of any third party in which case the IA shall defend such claim at its expense and shall pay any costs or damages that may be finally awarded against ZENICS or its nominated agency. The IA shall not indemnify ZENICS, however, if the claim of infringement is caused by (a) ZENICS misuse or modification of the Deliverables; or (b) ZENICS failure to use corrections or enhancements made available by the IA; or (c) ZENICS use of the Deliverables in combination with any product or information not owned or developed or supplied by the IA

- 5.39.4 If any Deliverable is or likely to be held to be infringing, the IA shall at its expense and option either (i) procure the right for ZENICS to continue using it, or (ii) replace it with a non- infringing equivalent, or (iii) modify it to make it non-infringing
- 5.39.5 Any environmental damages caused by it and/or its representatives or employees or employees of any third party or sub-contractor or agency engaged by the IA
- 5.39.6 Breach (either directly by it or through its representatives and/or employees) of any representation and guarantee declared herein by it;
- 5.39.7 From any and all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in connections with the services provided due to neglect, omission or intentional act
- 5.39.8 IA / Lead Bidder shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.
- 5.39.9 Regardless of anything contained (except for IA's liability for bodily injury and / or damage to tangible and real property for which it is legally liable and it's liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of IA, is restricted to the total value of the contract and IA\ is not responsible for any third party claims.

5.40 Prices

- 5.40.1 Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. Purchaser however reserves the right to review the charges payable for the Maintenance and Management of the infrastructure at any time at the request of Purchaser whichever is earlier to incorporate downward revisions as applicable and necessary
- 5.40.2 If at any time, during the period of contract, the IA offers identical services/ products to any other Govt. Department/ Organization at prices lower than those chargeable under this contract, he shall notify the same to the purchaser and extend such reduced prices to the purchaser with immediate effect

5.41 Dispute Resolution

- 5.41.1 In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.
- 5.41.2 The Purchaser and the IA shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract
- 5.41.3 If, after Thirty (30) days from the commencement of such direct informal negotiations, the Purchaser and the IA have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Clause 5.49.4 and Clause 5.49.5 mentioned below.
- 5.41.4 In the case of a dispute or difference arising between the Purchaser and the IA relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser

and the other to be nominated by the IA or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi, shall be final and binding on the parties

- 5.41.5 The Arbitration proceedings shall be held in Aizawl, Mizoram, India.
- 5.41.6 The Arbitration proceeding shall be governed by the substantive laws of India.
- 5.41.7 The proceedings of Arbitration shall be in English language.
- 5.41.8 Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.
- 5.41.9 In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Special Secretary, ICT Department, Government of Mizoram or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties. In case of domestic contracts, the Special Secretary, ICT Department, Government of Mizoram or any person or institution designated by him within whose jurisdiction the subject work order/ Contract has been placed/ made, shall appoint the arbitrator/ Presiding Arbitrator upon request of one of the parties
- 5.41.10 Any letter, notice or other communications dispatched to IA / Lead Bidder relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the Purchaser by IA / Lead Bidder shall be deemed to have been received by IA / Lead Bidder although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever
- 5.41.11 If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Purchaser to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- 5.41.12 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 5.41.13 It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- 5.41.14 The Arbitrator shall give reasonable award and the same shall be final, conclusive and binding on the parties.
- 5.41.15 The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

5.41.16 Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause

5.41.17 Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

5.42 Timeline Criticality and Expedited Mode Reward Model

5.42.1 Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by IA / Lead Bidder by the specified completion date.

5.43 Defence of suits

5.43.1 If any action in court is brought against the ZENICS/ Consignee for failure or neglect on the part of the Bidder to perform any acts, matters, covenants or things under the contract or for the damage or injury caused by the alleged omission of neglect on part of the IA, his agents, representatives or sub-contractors, workmen supplier or employees, the IA in all such cases shall indemnify and keep ZENICS harmless from all costs, Damages, expenses or decrees arising out of such action.

5.44 Publicity

5.44.1 IA / Lead Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives IA / Lead Bidder its written consent.

5.45 Force Majeure

5.45.1 Force Majeure shall not include any events caused due to acts / omissions of IA / Lead Bidder resulting in a breach / contravention of any of the terms of the Contract and / or IA / Lead Bidder's Bid. It shall also not include any default on the part of IA / Lead Bidder due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract.

5.45.2 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen i.e. war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) , or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. Any failure or lapse on the part of IA / Lead Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management / recovery

or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

- 5.45.3 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the IA at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the IA at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the IA may with the concurrence of the purchaser elect to retain.
- 5.45.4 In case of a Force Majeure, all Parties shall endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

5.46 Insurance

- 5.46.1 The Goods supplied under this Contract shall be comprehensively insured by IA / Lead Bidder at his own cost, against any loss or damage, for the entire period of the contract. IA / Lead Bidder shall submit to the Purchaser, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- 5.46.2 IA / Lead Bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing/shipment site of the OEM to the port of landing and also the charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective sites of installation shall also be borne by IA / Lead Bidder.
- 5.46.3 IA / Lead Bidder shall take out and maintain at its own cost, on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverages, as specified below;
- 5.46.4 At the Purchaser's request, IA shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 5.46.5 Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate
- 5.46.6 Insurance against loss of or damage to (i) equipment or assets procured in full or in part for fulfilment of obligations under this Contract (ii) the IA s' assets and property used in the performance of the Services, resulting from intentional damage/ theft/ accident shall be covered by the IA at its own cost.

5.47 Transfer of Ownership

- 5.47.1 IA must transfer all titles to the assets and goods procured for the purpose of the project to the Purchaser at the time of Acceptance of System. This includes all licenses, titles, source code, certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed and maintained by IA. IA is expected to provide source code, transfer IPR and ownership right of only those solutions which would be customized by bidder for

the use of ZENICS. For any pre-existing work, ZENICS shall be held jointly responsible and its use in any other project by IA shall be decided on mutual consent.

- 5.47.2 Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Purchaser, IA shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for IA in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. IA shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

5.48 Change Orders/ Alteration/ Variation

- 5.48.1 The IA shall agree that the requirements/ quantities/ specifications and Service requirements given in the RFP are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser.
- 5.48.2 Any upward revision (and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, architecture etc.) of the RFP which the IA had not brought to the Purchaser's notice, till the time of award of work and not accounted for in his Bid, shall not constitute a change order and such upward revisions and/or addition shall be carried out by the IA, without effecting the quality, time and cost
- 5.48.3 It shall be the responsibility of the IA to meet all the performance and other requirements of the Purchaser as stipulated in the RFP / Contract. Any upward revisions / additions of quantities, specifications, service requirements to those specified by the IA in his Bid documents, that may be required to be made during installation / commissioning of the network or at any time during the currency of the contract in order to meet the conceptual design, objective and performance levels or other requirements as defined in the RFP. These changes shall be carried out as per mutual consent
- 5.48.4 The Purchaser may at any time, by a written change order given to the IA, make changes within the general Scope of Work. The Purchaser shall have an option to increase or decrease (decrease only if communicated to IA prior to availing of services / dispatch of goods / equipment) the Quantities and/or Specifications of the goods/equipment to be supplied and installed by the IA or service requirements, as mentioned in the Contract, at any time during the contract period
- 5.48.5 The written advice to any change shall be issued by the Purchaser to the IA up to 4 (four) weeks prior to the due date of provisioning/ supply of such goods/ equipment or commencement of services
- 5.48.6 In case of increase in Quantities / Specifications or Service requirements or in case of additional requirement, the rate as provided in the Contract shall be considered as benchmark rates for procurement of the additional requirement from the IA. However, based on the industry trends, Purchaser retains the right to review these rates. The additional requirement shall also be governed by the same terms & conditions as provided in the Contract except for the appropriate extension of time to be allowed for delivery/installation of such extra goods/equipment or for commencement of such services. In case of decrease in Quantities or Specifications of goods/equipment or Service requirements, the IA shall give a reduction in price at the rate given in the Contract corresponding to the said decrease
- 5.48.7 In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The IA shall not be entitled

to any claim by way of change of price, damages, losses, etc. The IA shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/cancelling Scope of Work.

5.49 Suspension of Work

- 5.49.1 The IA shall, if ordered in writing by the Purchaser's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered, then IA shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid but shall be eligible for the payment (of products/services delivered and accepted) during the suspension period as per contract. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the IA, if request for same is made and that the suspension was not consequent to any default or failure on the part of the IA. Both IA and purchaser acknowledges the suspension of work by purchaser, if results in extension of contract, the extra cost shall be on account of Purchaser which shall be mutually agreed. In case the suspension of works, is not consequent to any default or failure on the part of the IA and lasts for a period of more than 2 months, the IA shall have the option to request the Purchaser to terminate the Contract with mutual consent.
- 5.49.2 In the event that the Purchaser suspends the progress of work for any reason not attributable to the IA for a period in excess of 30 days in aggregate, rendering the IA to extend his Bank Guarantee then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the IA producing the requisite evidence from the bank concerned

5.50 Completion of Contract

- 5.50.1 Unless terminated earlier, pursuant to **Clauses 5.13: Representation & Warranties, Clauses 5.37: Intellectual Property Rights, Clauses 5.34: Ownership and Retention of Documents, Clauses 5.35: Ownership of Equipment, and Clauses 6.6: Confidentiality**, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in **Clause 6.8 - Consequences of Termination**, are fulfilled to the satisfaction of the Purchaser

5.51 Severance

- 5.51.1 In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect

5.52 Pre-Contract Integrity Pact

- 5.52.1 A "Pre-Contract Integrity Pact" shall be signed between ZENICS and the Bidder. This is a binding agreement between ZENICS and Bidders. Under this Pact, the Bidders agree with the Purchaser to carry out the assignment in a specified manner.
- 5.52.2 The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings under the Integrity Pact:

- 5.52.2.1 Denial or loss of contracts;
 - 5.52.2.2 Forfeiture of the EMD and PBG;
 - 5.52.2.3 Liability for damages to the Bidders; and
 - 5.52.2.4 Debarment of the violator by ZENICS for an appropriate period of time.
- 5.52.3 The Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour compliance program for the implementation of the code of conduct throughout the company.

5.53 Exit Management Plan

- 5.53.1 An Exit Management plan shall be furnished by IA in writing to the Purchaser within 90 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, and Service Level monitoring.
- 5.53.2 A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provisions of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- 5.53.3 Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer.
- 5.53.4 Exit Management plan in case of normal termination of Contract period
- 5.53.5 Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
- 5.53.6 Exit Management plan in case of termination of IA
- 5.53.7 Exit Management plan at the minimum adhere to the following:
- 5.53.7.1 Three (3) months of the support to Replacement IA post termination of the Contract
 - 5.53.7.2 **Complete handover of the planning documents, bill of materials, technical specifications of all equipment, user manuals, guides, IPR, network architecture, change requests if any reports, documents and other relevant items to the Replacement IA / Purchaser**
 - 5.53.7.3 Certificate of Acceptance from authorized representative of Replacement IA issued to the IA on successful completion of handover and knowledge transfer
 - 5.53.7.4 In the event of termination or expiry of the contract, Project Implementation or Service Level monitoring, both IA and Purchaser shall comply with the Exit Management Plan.
 - 5.53.7.5 During the exit management period, the IA shall use its best efforts to deliver the services.
- 5.53.8 This clause sets out the provisions which shall apply upon completion of the contract period or upon termination of the contract for default of the IA. An Exit Management plan shall be furnished by IA in writing to the Purchaser within 60 days on completion of the contract period or termination of the contract for default of the IA, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation and Service Level monitoring.
- 5.53.9 A detailed knowledge transfer program which shall include transfer of all the documentation to ZENICS or its appointed agency, such as physical survey reports, designs, Bills of material, technical specifications of all the equipment/ OFC, user manuals, guides, IPR, network architecture, change requests, all status reports since the beginning of the project, purchase orders (placed and fulfilled), schedules, etc.

- 5.53.10 Plans for provision of contingent support to Project and Replacement IA for a reasonable period after transfer.
- 5.53.11 In case of exit resulting from default or non-extension of the contract, a Certificate of Acceptance from authorized representative of Replacement IA issued to the exiting IA on successful completion of handover and knowledge transfer, need to be submitted.
- 5.53.12 After the exit, IA shall ensure that the information/ data it had obtained over time whilst implementing the project, remains confidential for a period of 1 year.
- 5.53.13 IA to provide a declaration on a non-judicial stamp paper that any arrears/ debts/ loans it has accrued with respect to implementing the project, ZENICS or any of its appointed agencies are not affected by it.
- 5.53.14 IA shall also provide a declaration not to share any data/ information/ communication regarding the project to any other party barring ZENICS, ZENICS appointed agency or the replacement service provider.
- 5.53.15 It shall also ensure that all the data pertaining to the project contained in digital format shall be handed over to ZENICS and wiped off the servers/ laptops/ desktops/ tablets/ mobile phones of IA or its partners.
- 5.53.16 Plans for the communication with the IA's subcontractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact to the ZENICS or its appointed agency's operations as a result of undertaking the transfer.
- 5.53.17 The IA shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- 5.53.18 Each Exit Management Plan shall be presented by the IA to and approved by ZENICS or its nominated agencies.
- 5.53.19 Payments during the Exit Management period shall be made in accordance with the terms of Payment Schedule.
- 5.53.20 All risk during transition stage shall be properly documented by bidder and mitigation measures are planned in advance so as to ensure smooth transition without any service disruption.
- 5.53.21 Bidder shall close all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided to ZENICS.
- 5.53.22 In case the performance of the IA is found satisfactory, ZENICS may extend the contract after due approvals by the competent authorities and at the rate mutually agreed upon between ZENICS and IA. However, satisfactory performance by no means guarantees an extension.

5.54 Definition of Terms

- 5.54.1 "Acceptance Testing (AT)": The system shall be deemed to have been accepted by the Purchaser, subsequent to its installation, end to end connected and tested, when all the activities as defined in Scope of Work have been successfully executed and completed to the satisfaction of Purchaser.
- 5.54.2 "Applicable Law(s)": Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.

- 5.54.3 “Bidder” shall mean organization / consortium / Implementing Agency (IA) submitting the proposal in response to this RFP.
- 5.54.4 “Purchaser” means Zoram Electronics Development Corporation Ltd. (ZENICS), The project shall be executed across State of Mizoram and shall be owned by Zoram Electronics Development Corporation Ltd. (ZENICS).
- 5.54.5 “Implementing Agency (IA) / Lead Bidder” means the bidder who will be selected by the Purchaser at the end of this RFP process. The IA / Lead Bidder shall carry out all the services mentioned in the scope of work of this RFP, terms & conditions specified in this RFP and shall be deemed to include the Bidder’s successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract
- 5.54.6 “IA’s Team” means the Successful Bidder along with all of its partners / OEMs / Service Providers, who have to provide goods & services to the Purchaser under the scope of this RFP / Contract. This definition shall also include any authorized service providers/ partners/ agents and representatives, or other personnel employed or engaged either directly or indirectly by the IA for the purposes of this Agreement / Contract
- 5.54.7 “Project Store / Warehouse” means list of locations provided by the IA to store the material as required across SDC, District, Block, PoPs.
- 5.54.8 “Contract” means the Contract entered into by the parties with the entire documentation specified in the RFP.
- 5.54.9 “Contract Value” means the price payable to IA / Lead Bidder under this Contract for the full and proper performance of its contractual obligations.
- 5.54.10 “Confidential Information” means all information as defined in **Clause 5: General Conditions of the Contract.**
- 5.54.11 “Deliverables / Work Products” means the products, infrastructure, licenses and services agreed to be delivered by the IA in pursuance of the Contract as elaborated in the RFP and includes all documents related to the user manual, technical manual, designs, process documentations, the artefacts, the training materials, process and operating manuals, service mechanisms, policies and guidelines, inter alia payment and/or process related etc. and all their respective modifications;
- 5.54.12 “Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
- 5.54.13 “Effective Date” means the date on which this Contract is signed or Lol is issued by purchaser, whichever is earlier and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- 5.54.14 “End-to-End Connectivity” means Complete Survey, Design, supply, Installation, Integration, Commissioning and Testing of the created network (duly approved by the agency appointed by ZENICS) which shall include OTDR link test for both cases i.e. in case of path/ equipment failure, As Build Diagram (ABD reports), integration of equipment at District Level, Block Level with SDC and Final acceptance certificate.
- 5.54.15 “GCC” means General Conditions of Contract
- 5.54.16 “Goods” means all of the equipment, sub-systems, hardware, software, products accessories, software and/or other material / items which IA is required to supply, install and maintain under the contract.

- 5.54.17 “ICT Department, GoM” means Department of Information & Communication Technology, Government of Mizoram
- 5.54.18 “ZENICS” means Zoram Electronics Development Corporation Limited
- 5.54.19 “Intellectual Property Rights” means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 5.54.20 “Notice” means: a notice; or a consent, approval or other communication required to be in writing under this Contract.
- 5.54.21 “OEM” means the Original Equipment Manufacturer of any equipment / system / software / product which are providing such goods to the Purchaser under the scope of this RFP.
- 5.54.22 “Contract Performance Guarantee” or “Performance Bank Guarantee” shall mean the guarantee provided by a Scheduled Bank/ Nationalized Bank to ZENICS by the successful bidder
- 5.54.23 “Project” means project for Survey, Design, Supply, Installation, Integration, Testing, and Commissioning of OPGW-ADSS Links including Handover to the Purchaser on turnkey basis as per the terms and conditions laid in the RFP and provision of Services in conformance to the SLA
- 5.54.24 “Project Handover Date” is the date on which the proposed solution is completely implemented in SDC, District PoPs, Block PoPs and other PoPs of a certain Zone and is handed over to the Purchaser as per the requirements provided in this RFP
- 5.54.25 “Consortium” means the entity named in the contract for any part of the work has been sublet with the consent in writing of the Purchaser and the heirs, legal representatives, successors and assignees of such person.
- 5.54.26 “Replacement Service Provider” means the organization replacing IA / Lead Bidder in case of contract termination for any reasons
- 5.54.27 “Purchaser’s Representative” or “Purchaser’s Technical Representative” means the person or the persons appointed by the Purchaser from time to time to act on its behalf for overall co-ordination, supervision, and project management
- 5.54.28 “Sub-Contractor” shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the Purchaser and the heirs, legal representatives, successors and assignees of such person.
- 5.54.29 “SCC” means Special Conditions of Contract.
- 5.54.30 “Services” means the work to be performed by the IA / Lead Bidder pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Purchaser.
- 5.54.31 “State Level Committee” means a committee involving representatives of the Purchaser and senior officials of the IA shall be formed for the purpose of this Contract. This committee shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the Project
- 5.54.32 “Tender” or “Tender Document” means RFP
- 5.54.33 “Timelines” means the duration of the contract as described in the RFP
- 5.54.34 “Working Day” means any day on which any of the office of ZENICS shall be functioning, including gazetted holidays, restricted holidays or other holidays, Saturdays and Sundays
- 5.54.35 “Sites” means locations that would include Point of Presence at SDC, District HQ, Block HQ and PoPs and areas where network equipment’s will be placed

5.55 Interpretation

- 5.55.1 In this Contract unless a contrary intention is evident:
- 5.55.2 Unless otherwise specified, a references to clauses, sub-clauses, or Section is a reference to clauses, sub-clauses, or Section of this RFP including any amendments or modifications to the same from time to time
- 5.55.3 Words denoting the singular include the plural and vice versa and use of any gender includes the other genders
- 5.55.4 References to a “company” shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established
- 5.55.5 Words denoting to a “person” shall be construed to include any individual, partnerships, firms, companies, public sector units, corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes and any permitted assignees or other entities (whether or not having a separate legal entity). A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually
- 5.55.6 A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted
- 5.55.7 Any reference to a “day” (including within the phrase “business day”) shall mean a period of 24 hours running from midnight to midnight
- 5.55.8 References to a “business day” shall be construed as a reference to a day (other than a Local Public Holiday, Saturday or Sunday) on which ZENICS office is generally open for business
- 5.55.9 References to times are to Indian Standard Time
- 5.55.10 Reference to any other document referred to in this RFP is a reference to that other document as amended, varied, novated or supplemented at any time
- 5.55.11 All headings and titles are inserted for convenience only, they are to be ignored in the interpretation of this Contract
- 5.55.12 Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this RFP as a whole and not to any particular Section or Annexure and the words "include" and "including" shall not be construed as terms of limitation
- 5.55.13 The words "in writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated
- 5.55.14 Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or novated at the time of such reference
- 5.55.15 Unless otherwise stated, any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include either such days or date
- 5.55.16 Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- 5.55.17 In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

Note: Bidders must read the conditions carefully and comply strictly while submitting their bids.

6. Special Conditions of the Contract (SCC)

6.1 Limitation of Liability:

- 6.1.1 Limitation of Bidder's Liability towards the Purchaser:
- 6.1.2 Except in case of gross negligence or wilful misconduct on the part of IA / Lead Bidder or on the part of any person or company acting on behalf of IA / Lead Bidder in carrying out the Services, IA / Lead Bidder, with respect to damage caused by IA / Lead Bidder to Purchaser's property, shall not be liable to Purchaser:
- 6.1.3 for any indirect or consequential loss or damage; and
- 6.1.4 for any direct loss or damage that exceeds (A) the total payments payable under the Contract to IA / Lead Bidder hereunder
- 6.1.5 This limitation of liability shall not affect the IA s liability, if any, for direct damage to Third Parties resulting in bodily injury, death or damage to physical property caused by the IA or any person or firm/company acting on behalf of the IA in carrying out the Services. Notwithstanding anything stated to the contrary in the RFP, Limitation of liability, including for direct damage to Third Parties, shall be to the extent of 100% of the total cost of the project calculated up to and as on the date when such section / clause is required to be invoked.

6.2 Penalty

Note: Equipment Availability Related penalties shall be governed by the following conditions:

- 6.2.1 Penalty will never exceed the 10% of total project value.
- 6.2.2 This shall be governed by the terms & conditions defined in Clause 5 - General Conditions of the Contract.
- 6.2.3 Delay not attributable to IA / Lead Bidder shall be considered for exclusion for the purpose of computing liquidated damages.

6.3 Ownership and Retention of Documents

- 6.3.1 The Purchaser shall own the Documents, prepared by or for IA / Lead Bidder arising out of or in connection with the Contract.
- 6.3.2 Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, IA / Lead Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or for IA / Lead Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. IA / Lead Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such documents.

6.4 Information Security

- 6.4.1 IA / Lead Bidder shall not carry any written / printed document, layout diagrams, CD, hard disk, storage tapes, other storage devices or any other goods / material proprietary to Purchaser into / out of any location without written permission from the Purchaser.

- 6.4.2 IA / Lead Bidder shall not destroy any unwanted documents, defective tapes / media present at any location on their own. All such documents, tapes / media shall be handed over to the Purchaser.
- 6.4.3 All documentation and media at any location shall be properly identified, labelled and numbered by IA / Lead Bidder. IA / Lead Bidder shall keep track of all such items and provide a summary report of these items to the Purchaser whenever asked for.
- 6.4.4 Access to Purchaser's data and systems, Internet facility by IA / Lead Bidder at any location shall be in accordance with the written permission by the Purchaser. The Purchaser shall allow IA / Lead Bidder to use facility in a limited manner subject to availability. It is the responsibility of IA / Lead Bidder to prepare and equip himself in order to meet the requirements.
- 6.4.5 IA / Lead Bidder must acknowledge that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and IA / Lead Bidder along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by IA / Lead Bidder to protect its own proprietary information. IA / Lead Bidder recognizes that the goodwill of Purchaser depends, among other things, upon IA / Lead Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by IA / Lead Bidder or its team could damage the goodwill of Purchaser, and that by reason of IA / Lead Bidder's duties hereunder. IA / Lead Bidder may come into possession of such proprietary information, even though IA / Lead Bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. IA / Lead Bidder shall use such information only for the purpose of performing the said services.
- 6.4.6 IA / Lead Bidder shall, upon termination of this agreement for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to IA / Lead Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic.
- 6.4.7 By virtue of the Contract, IA / Lead Bidder team may have access to personal information of the Purchaser and/or a third party. The Purchaser has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the citizens that may be in the possession of IA / Lead Bidder team in the course of performing the Services under the Contract

6.5 Records of contract documents

- 6.5.1 IA shall at all-time make and keep sufficient copies of the process manuals, operating procedures, specifications, Contract documents and any other documentation for him to fulfil his duties under the Contract.
- 6.5.2 IA shall keep on the Site at least three copies of each and every specification and Contract Document, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser's Representative and by any other person authorized by the Purchaser's Representative.

6.6 Confidentiality

- 6.6.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising ZENICS in relation to, or matters arising out of, or concerning the Bidding Process or ZENICS will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. ZENICS may not divulge any such information unless it is directed to do so by any statutory entity that has the power under Applicable Law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or ZENICS or as may be required by Applicable Law or in connection with any legal process. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and ZENICS shall be under no obligation whatsoever to return to the Bidders any document or any information provided along therewith
- 6.6.2 The IA / Lead Bidder shall not use Confidential Information, the name or the logo of the Purchaser except for the purposes of providing the Service as specified under this RFP;
- 6.6.3 The IA / Lead Bidder shall not, either during the term or 6 months after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract or the network architecture, Purchaser's business plan or operations without the prior written consent of the Purchaser. This confidential information may also include Network Planning documents, bills of material, technical specifications of all equipment, route layouts, As Built Drawings, IPR, Change Requests, reports, documents and other relevant items to the Replacement IA / Purchaser.
- 6.6.4 The IA may only disclose Confidential Information in the following circumstances:
- 6.6.5 with the prior written consent of the Purchaser;
- 6.6.6 to a member of the IA s' Team ("Authorized Person") if:
- a. the Authorized Person needs the Confidential Information for the performance of obligations under this contract;
 - b. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract
 - c. If the information is already made available in any public domain
- 6.6.7 The IA shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidential agreement with the members of the Consortium, subcontractors and other service provider's team members to the satisfaction of the Purchaser
- 6.6.8 The IA / Lead Bidder shall sign a Non-Disclosure Agreement (NDA) with the Purchaser on mutually agreed terms & conditions. The IA and its antecedents shall be bound by the NDA. The IA shall be responsible for any breach of the NDA by its antecedents or delegates
- 6.6.9 The IA / Lead Bidder shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser
- 6.6.10 The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the IA in relation to a dispute arising out of breach of obligation by the IA under this clause

- 6.6.11 IA / Lead Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the Purchaser to the satisfaction of the Purchaser.
- 6.6.12 IA / Lead Bidder shall be liable to fully recompense the Purchaser for any loss of revenue arising from breach of confidentiality.

6.7 Events of Default by IA

- 6.7.1 The failure on the part of IA / Lead Bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of IA / Lead Bidder. The events of default are but not limited to:
- 6.7.2 IA / Lead Bidder's Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
- 6.7.3 IA / Lead Bidder's Team has failed to conform / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Levels, or if IA / Lead Bidder has fallen short of matching such standards / benchmarks / targets as the Purchaser may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of IA / Lead Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Purchaser;
- 6.7.4 IA / Lead Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of IA / Lead Bidder or IA / Lead Bidder's Team to comply with any stipulations or standards as laid down by the Purchaser; or
- 6.7.5 IA / Lead Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract
- 6.7.6 IA / Lead Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract
- 6.7.7 There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to IA / Lead Bidder.
- 6.7.8 IA / Lead Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- 6.7.9 Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to IA / Lead Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.
- 6.7.10 Where despite the issuance of a default notice to IA / Lead Bidder by the Purchaser, IA / Lead Bidder fails to remedy the default to the satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.
- 6.7.11 Termination

- 6.7.12 The Purchaser may, terminate this Contract in whole or in part by giving IA / Lead Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
- 6.7.13 Where the Purchaser is of the opinion that there has been such Event of Default on the part of IA / Lead Bidder (or IA / Lead Bidder's Team) which would make it proper and necessary to terminate this Contract and may include failure on the part of IA / Lead Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
- 6.7.14 Where it comes to the Purchaser's attention that IA / Lead Bidder (or IA / Lead Bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of IA / Lead Bidder's Bid, the RFP or this Contract.
- 6.7.15 Where IA / Lead Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against IA / Lead Bidder, any failure by IA / Lead Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against IA / Lead Bidder or the happening of any such events that are adverse to the commercial viability of IA / Lead Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites pilot site to a successor agency, and to ensure business continuity
- 6.7.16 Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to IA / Lead Bidder, without compensation to IA / Lead Bidder, if IA / Lead Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Purchaser.
- 6.7.17 Termination for Convenience: The Purchaser, may, by prior written notice sent to the IA at least 3 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective

6.8 Consequence of Termination

- 6.8.1 In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which IA / Lead Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination / breach, and further allow and provide all such assistance to the Purchaser and/ or the successor agency / service provider, as may be required, to take over the obligations of IA / Lead Bidder in relation to the execution/continued execution of the requirements of the Contract.
- 6.8.2 In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the IA
- 6.8.3 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of IA / Lead Bidder or due to the fact that the survival of IA / Lead Bidder as an independent corporate entity is threatened / has ceased, or for any other reason, whatsoever, the Purchaser, through unilateral re-determination of the consideration

payable to IA / Lead Bidder, shall pay IA / Lead Bidder for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by IA / Lead Bidder up to the date of termination. Without prejudice to any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to IA / Lead Bidder as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of IA / Lead Bidder. In case of any loss or damage due to default on the part of IA / Lead Bidder in performing any of its obligations with regard to executing the Schedule of Requirements under the contract, IA / Lead Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, members of its team shall perform all its obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of IA / Lead Bidder as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of IA / Lead Bidder's Bid, the Bid Document and the Contract

- 6.8.4 Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- 6.8.5 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

6.9 Change Control Note (CCN)

- 6.9.1 This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by IA and changes to the terms of payment.
- 6.9.2 Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the IA representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete the CCN as per the process laid down in this clause and Clause no: 6.10: Quotation. CCNs shall be presented to the purchaser who shall acknowledge receipt by signature of the authorized representative of the Purchaser.
- 6.9.3 IA and the Purchaser while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required
- 6.9.4 The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.

6.10 Quotation

- 6.10.1 IA shall assess the CCN and provide information as per the list mentioned below:
- 6.10.1.1 A description of the change
 - 6.10.1.2 A list of deliverables required for implementing the change
 - 6.10.1.3 A timetable for implementation
 - 6.10.1.4 An estimate of any proposed change

- 6.10.1.5 Any relevant acceptance criteria
- 6.10.1.6 An assessment of the value of the proposed change
- 6.10.1.7 Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Service Levels.
- 6.10.2 Prior to submission of the completed CCN to the purchaser or its nominated agencies, IA shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, IA shall consider the materiality of the proposed change in the context of the Agreement, the sites, Service levels affected by the change and the total effect that may arise from implementation of the change.
- 6.10.3 Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided IA meets the obligations as set in the CCN.
- 6.10.4 Post submission of CCN, a Committee constituted as per the clause 6.11: Change Control Committee shall review the CCN.
- 6.10.5 Committee may forward the CCN to PMU team for preliminary examination and recommendations
- 6.10.6 Committee will do due diligence to see the validity of the CCN. The committee will assess the CCN on the parameters laid down in clause 6.10: Quotation
- 6.10.7 Post discussions and deliberations, finding of the Committee shall be signed by the authorized representatives of the Committee.
- 6.10.8 The CCN may be approved, rejected or approved with modifications by the Committee. The same shall be communicated to the IA.
- 6.10.9 IA after getting the instruction as laid down in the CCN, may go ahead and execute the same in the project.

6.11 Change Control Committee (CCC)

A Committee shall be constituted as part of this project to be designated as Change Control Committee (CCC). The committee shall comprise of following members:

1. Chief Information Officer, Department of ICT
2. Managing Director, ZENICS
3. IA authorized Representative
4. PMU Director
5. Committee may also comprise of any other members as assigned and authorized by Chief Information Officer, Department of ICT

The committee shall be responsible of addressing any change in Scope, contract, site Implementation, and Service levels. as raised by both Purchaser and IA

6.12 Service Level Agreements (SLAs)

6.12.1 Purpose

- 6.12.1.1 The purpose is to define the levels of service provided by IA to the Purchaser for the duration of the contract. The benefits of this are:
- 6.12.1.2 Start a process that applies to Purchaser and IA attention to some aspect of performance, only when that aspect drops below the threshold defined by the purchaser

6.12.1.3 Help the Purchaser control the levels and performance of IA's services

6.12.1.4 The Service Levels are between the Purchaser and IA

6.12.2 Service Level Agreements & Targets

6.12.2.1 This section is agreed to by Purchaser and IA as the key performance indicator for the project. This may be reviewed and revised according to the procedures detailed in Clause 6.9: Change Control Note

6.12.2.2 The following section reflects the measurements to be used to track and report system's performance on a regular basis. The targets shown in the following tables are for the period of contract.

6.12.2.3 The procedures in Clause 6.9: Change Control Note, shall be used if there is a dispute between Purchaser and IA on what the permanent targets should be.

6.12.3 General principles of Service Level Agreements

6.12.3.1 SLA would be applicable in Execution phase of the project. The penalties shall be applicable on total cost of the project calculated monthly. SLA would be applicable on:

- a. Delay in deliverable timelines as set in **Clause 5.14.19: Implementation plan**
- b. Deviation in quality of execution

6.12.4 Service Levels Monitoring

- i. The Service Level parameters defined in **Clause 6.12.2: Service Level Agreements & Targets**, shall be monitored on a periodic basis, as per the individual parameter requirements. IA shall be responsible for providing Daily, Weekly and Monthly project progress status report. The reports shall be shared with Project Monitoring unit timely.

6.12.5 Measurements & Targets

S. No.	Timelines for completion	SLAs
1.	T0	Issuance of Award of Contract and work order
2.	T0 + 20 Days	Commencement of Survey
3.	T0+60 Days	50% Completion of Survey & submission of reports, Commencement of Work
4.	T0+120 Days	100% Completion of Survey & report submission, Completion of 10% of Cable Installation Work of total WO value
5.	T0+180 Days	Completion of 25 % Cable Installation Work of Total WO Value
6.	T0+240 Days	Completion of 40 % Cable Installation Work of Total WO Value
7.	T0+300 Days	Completion of 60 % Cable Installation Work of Total WO Value

S. No.	Timelines for completion	SLAs
8.	T0+360 Days	Completion of 80 % Cable Installation Work of Total WO Value
9.	T0+420 Days	Completion of 100 % Cable Installation Work of Total WO Value
10.	T0+450 Days	Completion of 100% works including splicing & end to end termination of Network
11.	T0+500 Days	UAT of Complete Network & Draft Document Submission (ABD, Material Consumption Report, OTDR, LSPM etc.)
12.	T0+540 Days	Rectification of Punch points/Observation & Completion of Hand-over of Complete end to end Network

6.12.6 Reporting Procedures

6.12.6.1 IA representative shall prepare and submit Service level performance reports in a mutually agreed format by the 5th working day of subsequent month. The reports shall include “actual versus target” Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to Purchaser management personnel as directed by Purchaser.

6.12.6.2 Also, IA may be required to get the Service Level performance report audited by the agency appointed by Purchaser

6.12.6.3 General

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

6.12.6.4 Issue Management Process

- a. Either Purchaser or IA may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- b. Any unresolved issues/ disputes concerning the Project/ Contract between the Parties shall first be referred in writing to the Project Manager for his consideration and resolution. If the Project Manager is unable to resolve any issue/ dispute within 5 days of reference to them, the Project Manager shall refer the matter to the Project Management Unit. If the Project Management Unit is unable to resolve the issues/ disputes referred to them within 15 days the unresolved issue/dispute shall be escalated as per the agreed escalation matrix for resolution. Purchaser within 30 days of reference to them shall try to resolve the issue/dispute.

- c. If Purchaser fails to resolve a dispute as per the above clause, the same shall be referred to arbitration. The arbitration proceedings shall be carried out as per the Arbitration procedures mentioned in **Clause 5.41: Dispute Resolution**.

6.13 Payment Schedule

6.13.1 The below Payment Schedule is applicable for all the Zones i.e. Zone-A, Zone-B and Zone-C.

6.13.2 Payments shall be released only on satisfactory acceptance of the deliverables for each activity/ task as per the following schedule:

S.No.	Payment Milestones	Remarks	Payment
1.	Issuance of Award of Contract and work order	On selection of the IA, Award of Contract and Work Order is issued	-
2.	Commencement of Survey		-
3.	50% Completion of Survey & submission of reports, Commencement of Work	N.A.	3% of Total Work Order Value
4.	100% Completion of Survey & report submission, Completion of 10% of Cable Installation Work of total WO value	Submission of Invoice on Pro- Rata basis	7% of total Work Order Value
5.	Completion of 25 % Cable Installation Work of Total WO Value	Submission of Invoice on Pro- Rata basis	10% of total work Order Value
6.	Completion of 40 % Cable Installation Work of Total WO Value	Submission of Invoice on Pro- Rata basis	10% of total work Order Value
7.	Completion of 60 % Cable Installation Work of Total WO Value	Submission of Invoice on Pro- Rata basis	10% of total work Order Value
8.	Completion of 80 % Cable Installation Work of Total WO Value	Submission of Invoice on Pro- Rata basis	10% of total work Order Value
9.	Completion of 100 % Cable Installation Work of Total WO Value	Submission of Invoice on Pro- Rata basis	10% of total work Order Value
10.	Completion of 100% works including splicing & end to end termination of Network	Submission of Invoice on Pro- Rata basis	10% of total work Order Value
11.	UAT of Complete Network & Draft Document Submission (ABD, Material Consumption Report, OTDR, LSPM etc.)	Submission of Invoice on Pro- Rata basis	10% of total work Order Value
12.	Rectification of Punch points/Observation & Completion of Hand-over of Complete end to end Network	Duly signed and attested handover of Final documents along with ABD and other necessary documents	10% of total work Order Value
13.	Successful completion of one year of Hand-over	Final invoice of balance 10% and Satisfactory certificate from ZENICS	10% of total work Order Value
14.	Successful maintenance of network in adherence to defined MTTR on quarterly basis	MTTR reports, OTDR report after restoration	25% of total O&M contract value

- **Note 1:** All payments shall be released after certification of Delivery and Implementation Milestones by ZENICS or its appointed agency
- **Note 2:** All Payments shall be made in Indian Rupees Only and shall be subject to provisions
- **Note 3:** Payment shall be released by the purchaser against the invoices raised by IA within 45 calendar days on providing all the relevant documents, timely and complete in all aspects.
- **Note 4:**
 - All payments shall be made through RTGS only.
 - Payments should be subject to deductions of any amount for which the IA is liable under the RFP conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.

7. Annexures and Templates

7.1 Request for Clarifications/ Pre-bid queries

IA requiring specific points of clarification may communicate with ZENICS during the specified period using the following format to be submitted in (.xls):

Bidder's Request for clarification/ pre-bid queries			
Name of Organization submitting request		Name & position of person submitting request	Full address of the Organization including phone, fax and email points of contact:
			Tel:
			Fax:
			Email:
S. No.	Bidding Document Reference(s) (Section number/ page)	Content of RFP Requiring Clarification	Points of clarification Required
1.			
2.			

Note: The name of the organization and the date shall appear in each page of such as document/ email in the header or footer portion.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

7.2 Technical Bid Cover Letter (Company Letter Head)

To,
MD, ZENICS,
4th Floor, Old Secretariat Building -1,
Treasury Square. Aizawl - 796001,
Mizoram

Sub: Submission of technical bid in response to the “**Request for Proposal for Selection of Implementing Agency (IA) for Mizo Fibre Grid Project**”, Govt. of Mizoram

Dear Sir,

We, the undersigned, offer to provide Implementation of the Mizo Fibre Grid Project for ICT Department, Government of Mizoram, in response to the Request for Proposal (RFP) dated **<insert date>** and Tender Reference No **<To be added>** for “Selection of Implementing Agency (IA) for Mizo Fibre Grid Project”. We are hereby submitting our Proposal online, which includes the Technical Bid and the Commercial Bid.

We hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it, may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment no later than the date indicated in the Fact Sheet.

We agree to abide by all the terms and conditions of the RFP. We would hold the terms of our bid valid for 180 days as stipulated in the RFP.

We hereby declare that as per RFP requirement, we have not been black-listed/ debarred by any Central/ State Government and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

7.3 Bidder Particulars

S.No	Area of the details to be provided	Responding Firm's/ Company Details to be provided
1	Name of the Bidder	
2	Address of the Bidder	
3	Telephone number of the Firm / Company	
4	Bidder's Tender number and date	
5	Name of the contact person to whom all references shall be made regarding this tender	
6	Designation of the person to whom all references shall be made regarding this tender	
7	Address of the person to whom all references shall be made regarding this tender	
8	E-mail address of the Firm / Company	
9	Fax number of the Firm / Company	
10	Website address of the Firm / Company	
11	Details of Registration <ol style="list-style-type: none"> 1. Registration Number of the Firm / Company. 2. Name of the place where the Firm / Company was registered. 3. Date when the company was registered. 4. Product /Service for which registered 5. Validity Period, if applicable. 	
12	GST No.	
13	PAN No.	

S.No	Area of the details to be provided		Responding Firm's/ Company Details to be provided
14	Details of ownership of the firm (Name and Address of the Board of Directors, Partners, etc)		
15	Name of the authorized Signatory who is authorized to quote in the tender and enter into the rate contract (Power of Attorney to be submitted). If PoA is signed by anyone not on the board of directors, attach a copy of board resolution that clearly states that the person authorizing in authorized to delegate in first place.		
16	Name of the Bankers along with the branch (as appearing in MICR cheque) & Account #		
17	Status of Firm/company like Pvt. Ltd. Or public ltd. etc.		
18	Locations and addresses of the offices.	1. Aizawl region 2. The Corporate address 3. The official address of the service delivery centre.	
19	Name and contact details of the Project Manager	1. Name of the Project Manager assigned for 2. Contact details viz; telephone number, official address of the Project Manager assigned.	

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company Seal -----

Date -----

7.4 Certificate for No Conflict of Interest Certificate (Company Letter head)

To,

MD, ZENICS,
4th Floor, Old Secretariat Building -1,
Treasury Square, Aizawl - 796001,
Mizoram

Sub: Undertaking on No Conflict of Interest Certificate regarding Selection of Implementing Agency

Dear Sir,

I/ We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the IA or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with ZENICS.

I/ We also confirm that there are no potential elements (timeframe for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold ZENICS harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by ZENICS and/ or its representatives, if any such conflict arises later.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

7.5 Format for Power of Attorney for Sole Bidder

[To be executed on a non-judicial stamp paper of appropriate value]

Know all men by these presents, We, *[Insert full legal name of the bidding entity]*, having registered office at *[Insert registered office address]* (hereinafter referred to as the "Principal") do hereby constitute, nominate, appoint and authorize *[Insert full name of authorized signatory]* son of *[Insert father's name]* presently residing at *[Insert address of authorized signatory]* who is presently employed with us and holding the position of *[Insert position / designation of the authorized signatory]* as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our proposal in response to the RFP bearing number _____ for '<RFP Name>' dated _____, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in Pre-Bid and other conferences and providing information/ responses to the ZENICS, representing us in all matters before ZENICS, signing and execution of all contracts and undertakings/ declarations consequent to acceptance of our Proposal and generally dealing with the ZENICS in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/ or upon award thereof to us till the execution of appropriate Agreement/s with the ZENICS.

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

IN WITNESS THEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2018

For _____

(Signature, name, designation and address)

[Please put company seal if required]

[Notarize the signatures]

Witness 1:
Name:
Designation:
Address:
Signature:

Witness 2:
Name:
Designation:
Address:
Signature:

7.6 Form of Power Of Attorney for Consortium

(On Non –Judicial Stamp Paper of Appropriate value to be purchased in the Name of CONSORTIUM)

KNOW ALL MEN BY THESE PRESENT THAT WE, the Members whose details are given hereunder..... Have formed a CONSORTIUM and having our Registered Office (s)/Head Office (s) at(hereinafter called the ‘Consortium’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s..... a company/ incorporated under the laws ofand having its Registered/Head Office atas our duly constituted lawful Attorney (hereinafter called “Lead Member ”) to exercise all or any of the powers for and on behalf of the CONSORTIUM in regard to bid document No..... For supply..... for which bids have been invited by the Owner namely (ZENICS), to undertake the following acts:

- (i) To submit proposal, participate and negotiate in respect of the aforesaid Bid – Specification of the Owner on behalf of the “Consortium”.
- (ii) To negotiate with Owner the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with the Owner for and on behalf of the “Consortium”.
- (iii) To do any other act or submit any document related to the above.
- (iv) To receive, accept and execute the contract for and on behalf of the “Consortium”.
- (v) To submit the contract performance security in the form of an unconditional irrecoverable Bank guarantee in the prescribed format and as per terms of the contract. It is clearly understood that the Lead Member shall ensure performance of the contracts (s) and if one or more Member fail to perform their respective portion of the contracts (s), the same shall be deemed to be a default by all the Members. It is expressly understood that this power of Attorney shall remain valid binding and irrevocable till completion of the Defect or liability period in terms of the contract.

The CONSORTIUM hereby agrees and undertakes to ratify and confirm all the whatsoever the said Lead Member quotes in the bid, negotiates and signs the Contract with the Owner and / or proposes to act on behalf of the CONSORTIUM by virtue of this Power of Attorney and the same shall bind the CONSORTIUM as if done by itself.

IN WITNESS THEREOF the Members Constituting the CONSORTIUM as aforesaid have Executed these presents on this day of Under the Common Seal (s) of their Companies for and on behalf of the Members of CONSORTIUM

- 1.
- 2.
- 3.
- 4.

The Common Seal of the above Members of the CONSORTIUM:

The Common Seal has been affixed there unto in the presence of:
WITNESS

- 1. Signature
- Name
- Designation

Occupation

2. Signature

Name

Designation

Occupation

(Annexure-....)

7.7 Declaration (Blacklisting) Proforma

<<Place>>

<<Date>>

To,
MD, ZENICS,
4th Floor, Old Secretariat Building -1,
Treasury Square, Aizawl - 796001,
Mizoram

Ref: Tender Reference No.: dated

Subject: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted / debarred with any of the Government or Public Sector Units

Dear Sir,

We, the undersigned, hereby declare that we are not under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted / debarred with any of the Government or Public Sector Units as on bid submission date.

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

7.8 Pre-Contract Integrity Pact

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

1.1 This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made onday of the month..... 20..... between, the Government of Mizoram acting through Shri..... (Designation of the officer, Department) Government of Mizoram (hereinafter called the "**Tendering Authority**", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s.....represented by Shri..... (hereinafter called the "**Bidder/Seller**", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) as the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership firm, constituted in accordance with the Applicable Laws in the matter and the TENDERING AUTHORITY is a Ministry/Department of the Government, performing its function on behalf of the Government of Mizoram.

2. OBJECTIVES

2.1. Enabling the TENDERING AUTHORITY to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the TENDERING AUTHORITY will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE TENDERING AUTHORITY

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

3.2. The TENDERING AUTHORITY will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

3.3. All the officials of the TENDERING AUTHORITY will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the TENDERING AUTHORITY with the full and verifiable facts and the same prima fade found to be correct by the TENDERING AUTHORITY, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the TENDERING AUTHORITY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the TENDERING AUTHORITY the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the TENDERING AUTHORITY, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the TENDERING AUTHORITY or otherwise in procuring the Agreement or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER further confirms and declares to the TENDERING AUTHORITY that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the TENDERING AUTHORITY or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the Agreement, shall disclose any payment he has made, is committed to or intends to make to officials of the TENDERING AUTHORITY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the Bidding Process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the TENDERING AUTHORITY as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP

6.2. No interest shall be payable by the TENDERING AUTHORITY to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the TENDERING AUTHORITY to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the TENDERING AUTHORITY and the TENDERING AUTHORITY shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the TENDERING AUTHORITY, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the TENDERING AUTHORITY in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the TENDERING AUTHORITY, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such cancellation/rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future Bidding Processes of the Government of Mizoram for a minimum period of five years, which may be further extended at the discretion of the TENDERING AUTHORITY.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the TENDERING AUTHORITY with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the TENDERING AUTHORITY, or alternatively, if any close relative of an officer of the TENDERING AUTHORITY has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the TENDERING AUTHORITY to rescind the contract without payment of any compensation to the BIDDER

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any Applicable Law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the TENDERING AUTHORITY, and if he does so, the TENDERING AUTHORITY shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

8. FALL CLAUSE

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

9. INDEPENDENT MONITORS

9.1. The TENDERING AUTHORITY will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

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

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-Selected Bidder(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the TENDERING AUTHORITY.

9.6. The Monitor will submit a written report to the designated Authority of TENDERING AUTHORITY/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the TENDERING AUTHORITY/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the TENDERING AUTHORITY.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other Applicable Law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 8 years or the complete execution of the contract to the satisfaction of both the TENDERING AUTHORITY and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at.....on.....

ZENICS

BIDDER

_____ [Signature]

_____ [Signature]

_____ [Name]

_____ [Name]

_____ [Designation]

_____ [Designation]

Witness

Witness

1.

1.

2.

2.

7.9 Consortium Deed

(To be provided in original as part of **Technical Bid** on stamp paper of value required under Applicable Law duly signed by each member of a consortium of bidders in favour of 'lead bidder' for the tender)

TO WHOSOEVER IT MAY CONCERN

Whereas we, M/s. _____, M/s. _____ and M/s. _____ (names of members of the consortium of bidders as registered by the relevant registering authority under the deed relating to their respective incorporation) have formed a consortium named _____ to compete as a single consortium for the award of the work for which Notice Inviting Tenders (NIT) has been issued by the, ZENICS – Government of Mizoram vide its NIT No. _____ dated ____/____/____, M/s. _____ as a member of the said consortium and having its registered address as _____ is hereby duly authorized to fully represent and act on behalf of, and as 'lead bidder' of the said consortium to sign the tender proposal, conduct negotiation(s), sign agreement(s) / contract(s), incur liabilities and receive communication(s) for, and on behalf of, the consortium, and, further, to transact all other necessary affairs in connection with all matters related to, or arising from, with the said NIT. We hereby confirm that we are jointly and severally liable, together with the other member(s) of the said consortium, to ZENICS for all obligations of the consortium in respect of all matters related to, or arising from, the said NIT.

In witness whereof, we have hereunto set under our respective hands and seals this _____ day of _____, 2023.

Signing for and on behalf of, and under authority from, M/s. _____ (name of member of consortium)	Signing for and on behalf of, and under authority from, M/s. _____ (name of member of consortium)	Signing for and on behalf of, and under authority from, M/s. _____ (name of member of consortium)
_____ (Signature)	_____ (Signature)	_____ (Signature)
Name of signatory _____	Name of signatory _____	Name of signatory _____
Designation of signatory _____	Designation of signatory _____	Designation of signatory _____
(Seal of member of consortium for and under whose authorization signing)	(Seal of member of consortium for and under whose authorization signing)	(Seal of member of consortium for and under whose authorization signing)
Name of witness _____	Name of witness _____	Name of witness _____
Signature of witness _____	Signature of witness _____	Signature of witness _____

7.10 Methodology and Project Plan

1. Bidder shall provide a detailed project plan with timelines, resource allocation, milestones etc. for architecture, design, procurement, installation, deployment, commissioning, operations and maintenance of all active and passive infrastructure for Mizo Fibre Grid Network (MFGN) project
2. Bidder should explain the proposed approach & methodology for the project in detail for the following:

Design, Procurement, Installation & Commissioning, Operations and Maintenance

- **Approach & Methodology for Technical Solution Architecture**

- Ground survey and technology finalization
- OFC length assessment
- Network line diagrams
- Finalization of technology / network architecture

- **Approach and methodology for procurement**

- Material acceptance certificate
- Ordering of equipment and delivery timelines
- Factory acceptance testing
- Details of the warehouse(s)

- **Approach & Methodology for installation and commissioning**

- Manpower mobilization
- Finalization of roll-out strategy
- Deployment and installation
- Testing and Commissioning Framework
- Change Management Framework
- Strategy for risk mitigation
- Responsibility matrix
- Escalation Matrix
- Co-ordination with the project stakeholder's viz. state/ central govt. departments, service providers etc.

- **Approach & Methodology for network operations and maintenance**

- Maintenance services
- Support services
- Escalation mechanism
- Manpower management
- Asset management
- Reporting
- SLA Monitoring

3. The Bidder may give suggestions on improvement of the scope of work given in **Scope of Work** and may mention the details of any add on services related to this project over and above what is laid down in the tender document. List of deliverables should also be identified and explained

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company Seal -----

Date -----

7.11 Manpower Details

The Bidder should furnish the project team details such as the qualifications, experience, certification and other details as per format given below along with detailed CVs as per the format specified in Annexure 7.12- CV Format.

<u>Manpower distribution</u>									
S. No.	Role	Month wise time to be spent by each personnel (in days)						Total	
		Month 1	Month 2	Month 3	Month N		
1	Project Director								Onsite/ offsite
									Offsite
2	Project Manager								Onsite
3	Project Engineers/ OFC Expert								Onsite
4	QA Manager								Onsite
5	GIS Expert								Onsite
6	<Add more rows as required>								Onsite
Total									

Details of Resources Proposed

S. No.	Name of the Resource	Proposed Role	Highest degree	Basic Qualification (E.g., B.Sc. or B.E. or MCA or Diploma)	Certifications (e.g., PMI, ITIL, TOGAF or CCNP etc.)	Total Experience (in years)
1.						
2.						
3.						

4.						
5.						
6.						
7.						
8.						

7.12 CV format

C.V. format of the Lead Members (Project Director, Project Manager, each of the block/ district level officer etc.) mentioning experience each in Procurement, Installation, Commissioning, Maintenance and Operations of ICT Infrastructure Domains

1.	Name of the employee				
2.	Designation				
3.	Date of Birth				
4.	Nationality				
5.	Education	Qualification	Name of School/College/University	Degree Obtained	Date Attended
6.	Language	Language	Read	Write	Speak
7.	Employment Record	Employer	Position	From	To
		<i>(Starting with present position list in reverse order – Up to three quarters of a page)</i>			
8.	Relevant Experience	<i>(Give an outline on the experience most pertinent to tasks mentioned In the project. Describe degree of responsibility held on these relevant Assignments – Up to half of a page).</i>			
9.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my Experience.			

		Date: Place member	Signature of the Lead
--	--	--------------------------	-----------------------

For and on behalf of

Signature of the candidate:

Witness:

Bidder:

Signature -----

Signature -----

Name -----

Name -----

Address -----

Designation -----

Company Seal -----

Date -----

Date -----

7.13 Commercial Bid Format

TABLE A: Summary of Cost Component – Overall

*The Financial bid has to be filled Online

Summary of Price Bid for Mizoram Fibre Grid Network (MFGN) Project		
Sr. No.	Item Description	Total Cost (Incl. GST)
		INR
1	Total Cost for Material (D)	
2	Total Cost for Services (E)	
Gross Total Value (GTV) in Figures (D + E)		
Total INR in words:		

Gross Total Value which will be Sum of total values for material and total values for Services would be considered for commercial evaluation of the bids.

Instructions to fill the Commercial Bid:

- I. Bidder should provide all prices as per the prescribed format under this Annexure. Bidder should not leave any **field blank**.
- II. All the prices are to be entered in Indian National Rupees (INR) **ONLY (%age values are not allowed)**
- III. Purchaser reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- IV. Purchaser shall take into account that all Taxes, Duties & Levies shall be paid as per actual.
- V. For the purpose of evaluation of the commercial bid in the event of discrepancy between the value in words and figures, the value in words shall prevail

Bill of Quantity

#	ITEM NAME	UNITS	Min. QUANTITY	Unit Cost (INR) (Ex. GST)	Total Cost (INR) (Ex. GST)	GST (%)	Total GST INR	TOTAL Cost (Incl. GST)	HSN Code	Part Code	Total Amount in words (INR)
			A	B	C= A*B		X	C+X			
I. MATERIAL											
1.0	OFC										
1.1	48F Single Mode Loose Tube OPGW	K M	783								

#	ITEM NAME	UNI TS	Min. QUANTI TY	Unit Cost (INR) (Ex. GST)	Total Cost (INR) (Ex. GST)	GST (%)	Total GST INR	TOTAL Cost (Incl. GST)	HSN Cod e	Part Code	Total Amount in words (INR)
			A	B	C= A*B		X	C+X			
1.2	48F Single Mode Loose Tube ADSS	K M	1279								
2.0	Accessories and Fixtures										
	OPGW										
2.1	Preformed Armour Grip Suspension Set including all required reinforced/ armour rods, housing etc with all associated accessories and fittings	N OS	400								
2.2	Preformed Armour Grip Double Suspension Set including all required reinforced/armour rods, housing etc with any or other associated accessories and fittings	N OS	100								
2.3	Dead End/ Termination Assembly, preformed armour grip with all required reinforce/armour rods and any or all other associated accessories and fittings	N OS	3100								
2.4	Clamp assembly earth wire with lugs at both end	N OS	3600								
2.5	Structure Attachment Clamp Assemblies with all associated fittings	N OS	2000								

#	ITEM NAME	UNI TS	Min. QUANTI TY	Unit Cost (INR) (Ex. GST)	Total Cost (INR) (Ex. GST)	GST (%)	Total GST INR	TOTAL Cost (Incl. GST)	HSN Cod e	Part Code	Total Amount in words (INR)
			A	B	C= A*B		X	C+X			
2.6	Vibration Dampers	N os	6000								
2.7	Fibre Optic Splice Enclosure (Joint Box) with mounting accessories	N os	450								
2.8	PG Clamp	N os	3600								
2.9	Down Lead Clamp	N os	1400 0								
2.1 0	Cable storage Brackets with all associated accessories and fitting	N os	500								
ADSS											
2.1 1	Suspension Assembly including twisted link, clevis thimble, suspension helix, protective helix and any or all other associated accessories and fittings	N os	1000								
2.1 2	Termination/ Tension Assembly including anchor/D-Shackle, Thimble, Turn Buckle, Extension Rods, Protective Helix, Termination Helix and any or all other associated accessories and fittings	N os	1200 0								
2.1 3	Pole Stay Clamps with all fittings	N os	6800								

#	ITEM NAME	UNITS	Min. QUANTITY	Unit Cost (INR) (Ex. GST)	Total Cost (INR) (Ex. GST)	GST (%)	Total GST INR	TOTAL Cost (Incl. GST)	HSN Code	Part Code	Total Amount in words (INR)
			A	B	C= A*B		X	C+X			
2.14	Cable Storage Brackets with all associated accessories and fittings	Nos	800								
2.15	Fiber Optic Splice Enclosure (Joint Box) for ADSS with associated pole mounting accessories	Nos	650								
2.16	Spiral Vibration Damper	Nos	1000								
3.0	Other Material										
3.1	36U Rack (800 x 1200 mm) with 2 Nos of PDU and associated accessories	Nos	116								
3.2	Fiber Distribution Management System (FDMS), 48F	Nos	116								
3.3	Cable Tray	KM	0.4								
3.4	PVC Flexible conduit 20 MM	KM	0.6								
3.5	40/33 MM HDPE PLB Duct	KM	6								
3.6	Simplex Plug	Nos	232								
3.7	Remote Fiber Monitoring System (RFMS)	Nos	5								
3.8	Optical Time Domain Reflectometer (OTDR)	Nos	2								

#	ITEM NAME	UNI TS	Min. QUANTI TY	Unit Cost (INR) (Ex. GST)	Total Cost (INR) (Ex. GST)	GST (%)	Total GST INR	TOTAL Cost (Incl. GST)	HSN Cod e	Part Code	Total Amount in words (INR)
			A	B	C= A*B		X	C+X			
3.9	Laser Source- Power Meter (LSPM) Set	N os	4								
	TOTAL COST OF MATERIAL (OFC, Accessories & Fixtures and Other material)		Total (Excl. GST)			Total (Incl. GST) (D)			Total Amt in Words (Incl. GST)		
4	II. SERVICES										
4.1	Physical Survey of route, capturing the latitude/ longitude of OPGW and ADSS route, preparation of GIS survey reports, integration of GIS data with As Built Diagram of OFC route	K M	2062								
4.2	Slinging / Laying / Commissioning and splicing of OPGW Cable including fixing of installation accessories and fixtures etc. Splicing & Jointing of Cable, Link Testing & Acceptance Testing and makeover of route with As Built Diagram (ABD) of installed Cable routes.	K M	783								
4.3	Slinging / Laying / Commissioning and splicing of ADSS Cable including fixing of installation accessories and fixtures etc. Splicing, Jointing and Termination at FDMS of ADSS,	K M	1279								

#	ITEM NAME	UNITS	Min. QUANTITY	Unit Cost (INR) (Ex. GST)	Total Cost (INR) (Ex. GST)	GST (%)	Total GST INR	TOTAL Cost (Incl. GST)	HSN Code	Part Code	Total Amount in words (INR)
			A	B	C= A*B		X	C+X			
	Link Testing & Acceptance Testing and makeover of route with As Built Diagram (ABD) of installed Cable routes.										
4.4	Installation & Commissioning of RFMS	Nos	5								
4.5	Installation & Commissioning of 36U Rack	Nos	116								
4.6	Comprehensive O&M for 1 (One) Year	Nos	1								
TOTAL COST OF SERVICES			Total (Excl. GST)			Total (Incl. GST) (E)			Total Amt in Words (Incl. GST)		

Miscellaneous Items- The items mentioned in the table below are only for price discovery and shall not be part of Bid Evaluation

#	ITEM NAME	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	MAKE	MODEL
1	Material						
a	Galvanized steel poles of tubular in design and swaged of the length 8 meters, with top cap welded and lightning spike and including Muff	Nos.	1				
2	Services						
a	Erection of poles including Excavation, Fixing of MUFF, Concreting, Backfilling, Reinstatement, Compaction of earth, Stay arrangements, coil earthing etc. and marking on poles with paint	Nos.	1				
b	Reinforcement of existing poles on need basis with M20 Concrete	Nos.	1				

7.14 Commercial Bid Letter (Company Letter head)

To,
The MD
ZENICS, 4th Floor, Old Secretariat Building -1, Treasury Square, Aizawl - 796001, Mizoram

Sub: Selection of Implementing Agency for Mizo Fibre Grid Network (MFGN) Project.

Ref: Tender Reference No: < _____ > dated < _____ >

Dear Sir,

We, the undersigned IA, having read and examined in detail, all the Tender documents in respect of **Selection of Implementing Agency for Mizo Fibre Grid Network (MFGN) Project., Govt. of Mizoram** do hereby propose to provide services as specified in the Tender Reference No< _____ > dated < _____ >

I. PRICE AND VALIDITY

- a. All the prices mentioned in our Bid are in accordance with the terms & conditions as specified in the RFP. Prices of all hardware items under this RFP are valid for a period of 3 years from the date of opening of the RFP. The validity of bid is 180 days from the date of submission of the bid.
- b. We are an Indian Firm and do hereby confirm that our prices excludes all taxes. However, all the taxes are quoted separately under relevant sections and shall be applicable as per actuals.
- c. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax in altered under the law, we shall pay the same.

II. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the Scope of Work under the Contract.

III. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the RFP irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

IV. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of Unconditional & Irrevocable Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/ Bank Guarantee for a sum of INR/- (Rupees only). This EMD is liable to be forfeited in accordance with the provisions of the Section 4 - Instruction to Bidders.

V. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

VI. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/ documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

VII. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated in **Annexure 7.13: Commercial Bid Format and Annexure 7.15: Bill of Material Format** – Forms attached with our Tender as part of the RFP.

VIII. PERFORMANCE BANK GUARANTEE BOND

We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Bank Guarantee bond in the form prescribed in 7.19: Performa of Bank Guarantee towards Performance Security.

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

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no Technical deviations are attached here with this commercial offer.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

7.15 Bill of Material

The bidder shall prepare a comprehensive Bill of Material based on the detailed scope of work mentioned at **Clause- 5.14: Scope of Work** and Zone wise distribution at **Clause- 3.4: Zone wise distribution** and shall provide the same as part of Technical bid. **The Bill of Material shall contain all the list of product and services necessary for smooth execution of the project, quantity of the product and services, unit price and total price.** A brief scope of work is as follows:

#	Brief Scope of Work	Quantity (In Kms)
1	Survey of Optical Fibre Route to identify total OFC required for both ADSS and OPGW	2062
2	Procurement, installation, commissioning and Hand-over of OPGW cable network along with all the associated accessories on 132 KV Line	783
3	Procurement, installation, commissioning and Hand-over of ADSS Cable network along with all the associated accessories on 33 KV and 11 KV Line	1279
4	Supply and Installation of new GI tubular swagged 8m poles on Need Basis	As per Requirement
5	Reinforcement of existing poles on need basis with M20 Concrete	As per Requirement
6	Acceptance Testing of the end-to-end deployment network and the infrastructure	2062
7	Procurement and Installation of RFMS for Monitoring of Dark Fibre	
8	Comprehensive Operation & Maintenance (O&M) of the network and infrastructure for a period of 1 (ONE) Year	2062

Please note: The Bill of Quantity annexed along with Commercial bid format is an indicative list and not comprehensive, The bidder may modify and add items which may be required as per their past experiences. Bill of Material shall be mandatorily required as part of compliance. However, it shall not be part of evaluation

7.16 Indicative format of Contract:

This CONTRACT is made and entered into on thisday of by and between MIZORAM STATE GOVT. / ZENICS, MIZORAM , (hereinafter referred to as “ MIZORAM STATE GOVT. / ZENICS, MIZORAM ” which expression shall include its successors, administrators, executors and assignees) on one part and M/s, a company registered under the companies Act with its Registered office at referred to as the “IMPLEMENTATION AGENCY (IA)” (which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

Whereas MIZORAM STATE GOVT. is desirous of (description of services) for carrying out MIZORAM STATE GOVT. operations conforming to specifications as set forth in the Scope of Work at Section IV.

And whereas the IA represents that it has the necessary experience for carrying out MIZORAM STATE GOVT. operations as referred to herein and has submitted a bid for providing the required services against MIZORAM STATE GOVT. Tender No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the MIZORAM STATE GOVT. from time to time.

And Whereas MIZORAM STATE GOVT. has accepted the bid of the IA and has placed Fax order /

Letter of Intent /Notification of Award vide its letter dated.... on the IMPLEMENTATING AGENCY.

Now it is hereby agreed to by and between the parties as under:

7.17 Manufacturer's Authorization Form (MAF)

To,

The MD

ZENICS, 4th Floor, Old Secretariat Building -1, Treasury Square, Aizawl - 796001, Mizoram

Subject: Manufacturer Authorization Letter for Tender Reference No. **<To be added>**

Sir,

We, **<OEM Name>** having our registered office at **<OEM address>**, hereinafter referred to as OEM are an established manufacturer of the items quoted by **<Bidder Name>** having their registered office at **<Bidder address>**, hereinafter referred to as Bidder. We also undertake that we are the original manufacturers of the said equipment/infrastructure and that our products are not whitelisted.

We **<OEM Name>** authorize **<Bidder's name>** to quote our product for above mentioned tender as our Authorized Indian Agent.

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

We also undertake that in case of default in execution of this Contract by IA, we shall provide necessary support in identifying another authorized partner with similar certifications / capabilities and extend support to the new partner in accordance with OEM's agreement with the new partner.

If any product is declared end of sale, we shall proactively ensure that a suitable equivalent or higher roll over product is offered through the existing IA to ZENICS for due approval, contract and order executions thereafter.

We understand that any false information/commitment provided here may result in **<OEM's Name>** getting blacklisted/debarred from doing business with ZENICS, Govt. of Mizoram.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

NOTE:

- i. The letter should be submitted on the letter head of the manufacturer / OEM and should be signed by the authorized signatory.
- ii. Any deviation would lead to summarily rejection of bids.

7.18 Compliance for Bill of Material (Company & OEM Letter Head)

Supply (As per technical specifications given in RFP)					
#	Item Description	Make	Model	Complied (Yes/No)	MAF (Yes/No)
MATERIAL					
1	OFC				
1.1	48F Single Mode Loose Tube OPGW				
1.2	48F Single Mode Loose Tube ADSS				
2	Accessories and Fixtures				
OPGW					
2.1	Preformed Armour Grip Suspension Set including all required reinforced/armour rods, housing etc with all associated accessories and fittings				
2.2	Preformed Armour Grip Double Suspension Set including all required reinforced/armour rods, housing etc with any or other associated accessories and fittings				
2.3	Dead End/Termination Assembly, preformed armour grip with all required reinforce/armour rods and any or all other associated accessories and fittings				
2.4	Clamp assembly earth wire with lugs at both end				
2.5	Structure Attachment Clamp Assemblies with all associated fittings				
2.6	Vibration Dampers				
2.7	Fibre Optic Splice Enclosure (Joint Box) with mounting accessories				
2.8	PG Clamp				
2.9	Down Lead Clamp				
2.10	Cable storage Brackets with all associated accessories and fitting				
ADSS					

2.11	Suspension Assembly including twisted link, clevis thimble, suspension helix, protective helix and any or all other associated accessories and fittings				
2.12	Termination/Tension Assembly including anchor/D-Shackle, Thimble, Turn Buckle, Extension Rods, Protective Helix, Termination Helix and any or all other associated accessories and fittings				
2.13	Pole Stay Clamps with all fittings				
2.14	Cable Storage Brackets with all associated accessories and fittings				
2.15	Fiber Optic Splice Enclosure (Joint Box) for ADSS with associated pole mounting accessories				
2.16	Spiral Vibration Damper				
3	Other Material				
3.1	36U Rack (800 x 1200 mm) with 2 Nos of PDU and associated accessories				
3.2	Fiber Distribution Management System (FDMS), 48F				
3.3	Cable Tray				
3.4	PVC Flexible conduit 20 MM				
3.5	40/33 MM HDPE PLB Duct				
3.6	Simplex Plug				
3.7	Remote Fiber Monitoring System (RFMS)				
3.8	Optical Time Domain Reflectometer (OTDR)				
3.9	Laser Source- Power Meter (LSPM) Set				
3.10	Galvanized steel poles of tubular design and swaged of the length 8 meters, with top cap welded and lightning spike and including Muff				

The IA shall ensure that all the products and services should comply with the latest TEC Guidelines as mentioned in Annexure 7.20 TEC-GR Nos for Technical Specifications. If the TEC GR number of any products or services is not mentioned in the Annexure 7.20, then IA shall ensure to comply with latest TEC GR as per industry standards for the said products or services and mention the same. The same shall be provided to Purchaser on OEM Letter Head for Material and Company Letter Head for services (as per BOQ).

**7.19 Performa of Bank Guarantee towards Performance Security-
Format**

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____

Dated _____

To,
The MD,
ZENICS, 4th Floor, Old Secretariat Building -1,
Treasury Square, Aizawl - 796001, Mizoram, India

Dear Sir,

Whereas (Name of Implementation Agency) hereinafter called "the BIDDER" has undertaken, in pursuance of Contract dated2023 (hereinafter referred to as "the Contract") for Implementation of Mizo Fibre Grid Network (MFGN) project in State of Mizoram.

AND WHEREAS it has been stipulated in the said Contract that the BIDDER shall furnish a Bank Guarantee ("the Guarantee") from a Nationalized Bank/ Scheduled Bank located in India having at least one Branch in Mizoram for performance of the equipment supplied and installed under MFGN project as per the contract agreement.

WHEREAS we ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give Zoram Electronics Development Corporation Ltd (ZENICS), the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of Rs..... (being 5% of the sum of contract value) to ZENICS under the terms of their Agreement dated _____ on account of full or partial non-performance / non-implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards ZENICS under this Guarantee shall not, under any circumstances, exceed in aggregate.

In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from ZENICS, stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/ demur or set off, pay to ZENICS, any and all sums demanded by ZENICS, under the said demand notice, subject to the maximum limits.

A notice from ZENICS, to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr _____

This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 12 months from the date of its execution. However, the Guarantee shall, not less than 30 days, prior

to its expiry, be extended by the Bank for a further period of 12 months. The Bank shall extend the Guarantee annually in the manner herein before provided for a period of one year from the date of issue of this Guarantee.

The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- i) Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
- ii) Any breach or non-compliance by the BIDDER with any of the terms and conditions of any Agreements/ credits arrangement, present or future, between Bidder and the Bank.

The BANK also agrees that ZENICS, at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against BIDDER and not withstanding any security or other guarantee that ZENICS may have in relation to the BIDDER's liabilities.

The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of ZENICS, or any other indulgence shown by ZENICS, or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

This Guarantee shall be governed by the laws of India and only the courts of Guwahati High court, Aizawl Bench, Mizoram shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of2023

Witness:

(Signature)

(Signature)

(Name)

(Name)

(Office Address)

Bank Rubber Stamp

Designated with Bank

Stamp Plus Attorney as per Power of Attorney No. _____ Dated: _____

7.20 TEC-GR Nos for Technical Specifications

1. The equipment / material shall be supplied and work shall be executed as per the following TEC Standards and Generic Requirements (GR). All revision/ amendments issued by TEC will also be applicable.

2. TECHNICAL SPECIFICATIONS: ADSS Optical Fibre Cable and OPGW Cable

S.No	Item	Detail specifications / TEC GR No.
1.	All Dielectric Self Supporting (ADSS) Metal Free Optical Fibre Cable	TEC 85190:2022
2.	Installation Accessories and Fixtures For Self Supporting Metal Free Aerial Optical Fibre Cables	TEC/GR/TX/OAF-001/03/MAR-17 with latest amendments if any
3.	Optical Ground Wire (OPGW) Cable (For laying on Power lines)	TEC/GR/TX/OFC-021/01/SEP-11 or latest revisions, if any
4.	Fibre Distribution Management System for OFC	TEC 87010:2007 with Amendment No. 1 dated 02.05.12 or latest revisions
5.	Fibre Distribution Management System (Outdoor)	TEC 87050:2012 with latest amendment, if any
6.	RFMS	
7.	Splice Closures for Optical Fibre Cable	TEC/GR/TX/OJC-002/03/APR-2010 with latest amendment, if any