

**Common Set of Deviation (CSD)**

**Pimpri Chinchwad Municipal Corporation, Pimpri 411 018**

**SUPPLYING, COMMISSIONING, IMPLEMENTING & MAINTAINING OF IT INFRASTRUCTURE FOR ESTABLISHING NETWORK & CONNECTIVITY IN THE PCMC OFFICES**

**Tender Notice No.6 /2014-2015**

**1) Cache Technologies Pvt. Ltd.**

<b>Sr.No.</b>	<b>Point No.</b>	<b>Point in RFP</b>	<b>Question</b>	<b>Clarification</b>
1	Para 20- 1(A) & 1(B)		The quantity of MWX-01G-08C is mentioned 01 each, where as the quantity of 05-CRI-0750iNG-XP-01 and 05-CRI-0500iNG-XP-01 is mentioned 02 each.	The quantity required is 02 each in Para 20- 1(A) and 1(B).
2	Para 20- 3( C )		Request clarification on the part code CON-SNT-C375X2TS qty 06.	The Part code is <b>CON-SNT-C375X24S</b> qty 06
3	Para 20- 10(J )		Request confirm the Service Pack for Cisco Switch WS C3750X-24S-S is required as it is not mentioned in RFP.	YES, The Part Code to be Supplied is <b>CON-SNT-C375X24S</b> qty 03
4			In the network connectivity diagram, Single UTM Firewall CR1500ia is shown, where as in RFP BOQ CR 750iNG qty 02 are mentioned. 1 U cable manager qty, OFC conector type	Kindly consider 05-CRI-0750iNG-XP-01 qty 02 Active – Active Mode, in place of CR1500is qty 01. 1 U manager qty is 30 OFC conector type is singel mode.

**2) Monarch Technologies (Sameer Pendse)**

<b>Sr.No.</b>	<b>Point No.</b>	<b>Point in RFP</b>	<b>Question</b>	<b>Clarification</b>
1	3.2 Scope of Work - Point No. 2	Point No. 2	Request confirm your requirement in brief to configure the network components mentioned in said RFP.	a. Need VLAN configuration at PCMC Main building, 6 Zone Offices and YCM Hospital as per PCMC requirement. Entire network should be certify by Oem as well as Third Party Evaluation.

Sr.No.	Point No.	Point in RFP	Question	Clarification
				b. Inter VLAN Routing and Access Lists configuration in Respective Layer3 Switches at PCMC Main building, 6 Zone Offices and YCM Hospital as per PCMC requirement.
				c. All firewalls to be implemented in Active – Active Mode.
				d. User level Internet Access and bandwidth control in Internet Access Firewalls. The URL filtering Rules to be configured in Firewalls will be discussed during Implementation with successful Service Provider.
				e. IPV6 Implementation in Internet Access Firewalls and Server Farm Access Firewalls for Payment Gateway Operations.
				f. Implementation of Network Management Software for Remote Monitoring and Configuration.
				g. Apart from above few requirements, detailed discussion regarding PCMC requirement will be done with the technical Team
2	3.2 Scope of Work - Point No. 7, 8, 9.	Point No. 7,8,9	Kindly clarify that the Project Area/Project Facilities is limited to the network components supplied under above mentioned RFP / Tender Notice.	Yes, The scope is limited to the supplied network components by the successful Service Provider with considering existing I.T. Infrastructure.

**No. e-Gov/6/ws/178/2014**

**Date - 05/09/2014**

**Place - Pimpri**

**Sd/-  
Commissioner  
Pimpri Chinchwad Municipal Corporation,  
Pimpri 411 018**



**Pimpri Chinchwad Municipal Corporation**

**Pimpri - 411018**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**SUPPLYING, COMMISSIONING, IMPLEMENTING & MAINTAINING  
OF IT INFRASTRUCTURE FOR ESTABLISHING NETWORK &  
CONNECTIVITY IN THE PCMC OFFICES**

OFFICE OF ADDITIONAL COMMISSIONER

TEL. NO. – 020 - 67331110, 67331120

FAX. – 020 27425600, 67330000

E-mail – [pcmc@vsnl.com](mailto:pcmc@vsnl.com)

WEB SITE – [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in)

**(Tender Notice No.06/2014-2015)**

**Price of the RFP document: Rs. 5,000/- (Non Refundable)**

**REQUEST FOR PROPOSAL**

**Supplying, Commissioning, Implementing& Maintaining of IT infrastructure for establishing network & connectivity in the PCMC Offices**

***Details of Tender:***

This tender is for the Selection of Service Provider for Supplying, Commissioning, Implementing& Maintaining of IT infrastructure for establishing network & connectivity in the PCMC Offices

This RFP Document consists of:

Part 1: Request for Proposal

Part 2: Draft Supply, Installation & Maintenance Agreement



PIMPRI CHINCHWAD MUNICIPAL CORPORATION, PIMPRI-411018

## Tender Notice No. 06/2014-2015

### Selection of Service Provider for Supplying, Commissioning, Implementing & Maintaining of IT infrastructure for establishing network & connectivity in the PCMC Offices

Pimpri Chinchwad Municipal Corporation (PCMC) intends to appoint a Service Provider for Supplying, Commissioning, Implementing & Maintaining of IT infrastructure for establishing network & connectivity in the various PCMC Offices. The Successful Bidder will be selected based on the lowest fee payable by PCMC to the bidder after qualifying both the technical and financial criterion. More details about the bid submission procedure and the selection methodology are available in the Request for Proposal (RFP) document.

PCMC thereof invites bids from companies having experience as envisaged in the Request for Proposal (RFP) document. Interested bidders may download the RFP document from the website of PCMC i.e. [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in) from 25/08/2014, 2 p.m onwards. The queries regarding the RFP shall be submitted in writing (enclosed letter or email) within 7 days from the publishing of the RFP on PCMC's website. The Bidders shall pay Rs.5,000/- (Rupees five thousand only) towards the purchase of the RFP documents through the e-tendering system of PCMC while submitting the Bid.

The bidders may contact Computer Officer, PCMC on telephone nos. +91 (20) 67331100, 67331120; Fax: +91 (20) 27425600 and email: [egov@pcmcindia.gov.in](mailto:egov@pcmcindia.gov.in) for any further information/ clarifications.

**Advt. No.: 275**

**No.E-Gov/5/Kavi/159/2014**

**Date:22/08/2014**

**Sd/-  
Commissioner**

**Pimpri Chinchwad Municipal Corporation**

TABLE OF CONTENTS

<b>1</b>	<b>SNAPSHOT.....</b>	<b>8</b>
<b>2</b>	<b>DEFINITIONS .....</b>	<b>10</b>
<b>3</b>	<b>PROJECT BACKGROUND.....</b>	<b>11</b>
3.1	BACKGROUND.....	11
3.2	SCOPE OF WORK .....	11
3.3	THE AGREEMENT FOR THE PROJECT.....	11
<b>4</b>	<b>DESCRIPTION OF THE SELECTION PROCESS.....</b>	<b>12</b>
4.1	SELECTION PROCESS .....	12
4.2	STEP 1: RESPONSIVENESS OF BID .....	12
4.3	STEP 2: EVALUATION OF TECHNICAL AND FINANCIAL CAPABILITY.....	12
4.4	STEP 3:EVALUATION OF COMMERCIAL PROPOSAL.....	12
4.5	MILESTONES AND TIME TABLE.....	13
<b>5</b>	<b>PROCEDURES TO BE FOLLOWED .....</b>	<b>14</b>
5.1	ENQUIRIES& CLARIFICATIONS.....	14
5.2	AMENDMENTS TO THE RFP .....	14
5.3	SUBMISSION OF THE BID.....	14
5.4	INITIALLING OF THE BIDS.....	16
5.5	INSTRUCTIONS TO BIDDERS .....	16
5.6	BIDDER’S RESPONSIBILITY .....	18
5.7	VALIDITY OF TERMS OF THE BID.....	18
5.8	FEES AND DEPOSITS TO BE PAID BY THE BIDDER .....	18
5.9	CONSEQUENCES OF NOT ADHERING TO THE PROCESS.....	19
5.10	RIGHT TO REJECT THE PROPOSAL .....	19
<b>6</b>	<b>TECHNICAL AND FINANCIAL CAPABILITY CRITERIA FOR EVALUATION.....</b>	<b>20</b>
6.1	MINIMUM ELIGIBILITY CRITERIA: TECHNICAL CAPABILITY .....	20
6.2	MINIMUM ELIGIBILITY CRITERIA: FINANCIAL CAPABILITY .....	20
6.3	EVALUATION PROCESS.....	20
6.4	TECHNICAL AND FINANCIAL CAPABILITY INFORMATION FORMATS.....	20
<b>7</b>	<b>COMMERCIAL PROPOSAL EVALUATION.....</b>	<b>22</b>
7.1	EVALUATION OF COMMERCIAL PROPOSAL .....	22
7.2	COMMERCIAL PROPOSAL: SUBMISSION .....	22
<b>8</b>	<b>FORMAT OF THE COVERING LETTER.....</b>	<b>23</b>
<b>9</b>	<b>DESCRIPTION OF THE BIDDER.....</b>	<b>24</b>
<b>10</b>	<b>INFORMATION FORMAT FOR FINANCIAL CAPABILITY.....</b>	<b>25</b>
<b>11</b>	<b>INFORMATION FORMAT FOR TECHNICAL CAPABILITY .....</b>	<b>26</b>
<b>12</b>	<b>FORMAT FOR UNDERTAKING.....</b>	<b>27</b>
<b>13</b>	<b>FORMAT OF POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE .....</b>	<b>28</b>
<b>14</b>	<b>REGISTRATION PROCESS FOR E-TENDERING .....</b>	<b>29</b>

<b>15</b>	<b>CORPORATION REGISTRATION FORM FORMAT .....</b>	<b>32</b>
<b>16</b>	<b>CERTIFICATE APPLICATION ATTESTATION FORM.....</b>	<b>34</b>
<b>17</b>	<b>LETTER OF EMPLOYMENT.....</b>	<b>37</b>
<b>18</b>	<b>SIGNATURE VERIFICATION LETTER .....</b>	<b>39</b>
<b>19</b>	<b>FORMAT FOR SEEKING CLARIFICATIONS REGARDING RFP.....</b>	<b>41</b>
<b>20</b>	<b>SUPPLY OF IT INFRASTRUCTURE FOR NETWORKING AND CONNECTIVITY .....</b>	<b>42</b>
<b>21</b>	<b>PCMC MAIN BUILDING NETWORK DIAGRAM .....</b>	<b>52</b>
<b>22</b>	<b>LIST OF PCMC OFFICES FOR NETWORKING.....</b>	<b>54</b>
<b>23</b>	<b>DEFINITIONS AND INTERPRETATIONS .....</b>	<b>57</b>
<b>23.1</b>	<b>DEFINITIONS .....</b>	<b>57</b>
<b>23.2</b>	<b>INTERPRETATION .....</b>	<b>61</b>
<b>24</b>	<b>GRANT AND ACCEPTANCE OF RIGHTS.....</b>	<b>62</b>
<b>24.1</b>	<b>GRANT OF OPERATION AND MAINTENANCE RIGHTS .....</b>	<b>62</b>
<b>24.2</b>	<b>PERIOD OF RIGHTS.....</b>	<b>62</b>
<b>24.3</b>	<b>ACCEPTANCE OF RIGHTS .....</b>	<b>62</b>
<b>25</b>	<b>HANDOVER OF PROJECT FACILITY.....</b>	<b>62</b>
<b>25.1</b>	<b>HANDOVER OF PROJECT FACILITY .....</b>	<b>62</b>
<b>25.2</b>	<b>RIGHTS, TITLE AND USE OF THE PROJECT SITE.....</b>	<b>62</b>
<b>25.3</b>	<b>PEACEFUL POSSESSION.....</b>	<b>63</b>
<b>25.4</b>	<b>APPLICABLE PERMITS.....</b>	<b>64</b>
<b>26</b>	<b>CONDITIONS PRECEDENT.....</b>	<b>64</b>
<b>26.1</b>	<b>RESPONSIBILITIES OF THE VENDOR.....</b>	<b>64</b>
<b>26.2</b>	<b>RESPONSIBILITIES OF CORPORATION .....</b>	<b>64</b>
<b>26.3</b>	<b>COST OF SATISFYING THE CONDITIONS PRECEDENT .....</b>	<b>64</b>
<b>26.4</b>	<b>NON- FULFILMENT OF THE CONDITIONS PRECEDENT.....</b>	<b>65</b>
<b>27</b>	<b>PROJECT OFFICER.....</b>	<b>65</b>
<b>28</b>	<b>VENDOR’S OBLIGATIONS.....</b>	<b>65</b>
<b>28.1</b>	<b>FINANCIAL OBLIGATIONS.....</b>	<b>66</b>
<b>28.2</b>	<b>OPERATIONAL OBLIGATIONS .....</b>	<b>66</b>
<b>28.3</b>	<b>GENERAL OBLIGATIONS.....</b>	<b>67</b>
<b>28.4</b>	<b>NO BREACH OF OBLIGATIONS .....</b>	<b>68</b>
<b>29</b>	<b>CORPORATION’S OBLIGATIONS.....</b>	<b>68</b>
<b>30</b>	<b>FEE .....</b>	<b>68</b>
<b>30.1</b>	<b>COMPUTATION OF FEE.....</b>	<b>68</b>
<b>30.2</b>	<b>FEE PAYMENT SCHEDULE .....</b>	<b>69</b>
<b>30.3</b>	<b>MECHANISM OF PAYMENT .....</b>	<b>69</b>
<b>30.4</b>	<b>PENALTIES .....</b>	<b>69</b>
<b>31</b>	<b>CONFIDENTIALITY .....</b>	<b>70</b>

<b>32</b>	<b>INDEMNITY</b> .....	<b>70</b>
<b>33</b>	<b>FORCE MAJEURE</b> .....	<b>71</b>
33.1	FORCE MAJEURE EVENT .....	71
33.2	EXCLUSIONS FROM FORCE MAJEURE EVENT .....	72
33.3	NOTICE OF FORCE MAJEURE EVENT .....	72
33.4	PERFORMANCE OF OBLIGATIONS .....	73
33.5	TERMINATION DUE TO FORCE MAJEURE EVENT .....	73
33.6	LIABILITY FOR OTHER LOSSES, DAMAGES ETC. ....	75
<b>34</b>	<b>EVENTS OF DEFAULT AND TERMINATION</b> .....	<b>75</b>
34.1	EVENTS OF DEFAULT .....	75
34.2	TERMINATION DUE TO EVENT OF DEFAULT .....	76
34.3	RIGHTS OF CORPORATION ON TERMINATION .....	78
34.4	ACCRUED RIGHTS OF PARTIES .....	78
<b>35</b>	<b>HANDBACK OF PROJECT SITE</b> .....	<b>79</b>
35.1	OWNERSHIP .....	79
35.2	VENDOR’S OBLIGATIONS .....	79
35.3	CORPORATION’S RIGHTS .....	80
<b>36</b>	<b>DISPUTE RESOLUTION</b> .....	<b>80</b>
36.1	AMICABLE RESOLUTION.....	80
36.2	RESOLUTION THROUGH COORDINATION COMMITTEE .....	81
36.3	PERFORMANCE DURING DISPUTE .....	81
<b>37</b>	<b>REPRESENTATIONS AND WARRANTIES</b> .....	<b>81</b>
37.1	REPRESENTATIONS AND WARRANTIES OF THE VENDOR .....	81
37.2	REPRESENTATIONS AND WARRANTIES OF CORPORATION .....	83
37.3	OBLIGATION TO NOTIFY CHANGE.....	83
<b>38</b>	<b>MISCELLANEOUS</b> .....	<b>83</b>
38.1	ASSIGNMENT AND CHARGES .....	83
38.2	INTEREST AND RIGHT OF SET OFF.....	84
38.3	GOVERNING LAW AND JURISDICTION .....	84
38.4	WAIVER .....	84
38.5	SURVIVAL .....	84
38.6	AMENDMENTS .....	85
38.7	NOTICES.....	85
38.8	SEVERABILITY .....	85
38.9	LANGUAGE .....	86
38.10	EXCLUSION OF IMPLIED WARRANTIES ETC.....	86
38.11	COUNTERPARTS.....	86



**DISCLAIMER**

Pimpri Chinchwad Municipal Corporation (PCMC) has taken adequate care in the preparation of the Request for Proposal (RFP). Nevertheless the Bidder should satisfy itself that the RFP is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received by this office, from any Bidder within five days from the date of issue of this document, it shall be considered that the issued document is complete in all respects and has been received by the Bidder.

Neither PCMC, nor its employees, consultants, advisors accept any liability or responsibility for the accuracy or completeness of, nor make any representation or warranty - express or implied, with respect to the information contained in the RFP, or on which the RFP is based, or any other information or representations supplied or made in connection with the selection process.

Neither PCMC nor its employees or consultants will have any liability to any Bidder or any other person under any law, statute, rules or regulations or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with any information contained in this RFP, any matter deemed to form part of this RFP, the award of the project, the information and any other information supplied by or on behalf of PCMC or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

Nothing in the RFP is, or should be relied on, as a promise or representation as to the future. In furnishing the RFP, neither PCMC, nor its employees, advisors undertake to provide the recipient with access to any additional information or to update the RFP or to correct any perceived inaccuracies therein.

PCMC or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Successful Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.

PCMC reserves the right to reject any or all of the Bids submitted in response to the RFP at any stage without assigning any reasons whatsoever.

PCMC reserves the right to change any or all of the provisions of the RFP. Such changes will be intimated to all the Bidder through the PCMC's website from time to time.

PCMC reserves the right to change, modify, add to or alter the selection process including of evaluation criteria. Any change in the selection process shall be intimated to all Bidders through the PCMC's website [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in) from time to time.

**1 SNAPSHOT**

This section provides a snapshot of the RFP Document to the Bidder. The Bidder is expected to read the entire Document for details.

<b>Name of the project</b>	Selection of Service Provider for Supplying, Commissioning, Implementing& Maintaining of IT infrastructure for establishing network &connectivity in the PCMC Offices
<b>Project description</b>	
Work Brief	Supply/ Repair / replacing faulty hardware and establishing connectivity. The detailed list of hardware & software is provided in Section 20 of the RFP document
Contract period	3 (three) years from the date of issue of the work order.
<b>Key dates</b>	
Last date and time for submission	16/09/2014 at 3.00 p.m.
<b>Eligible entities</b>	Companies registered under Companies Act, 1956
<b>Evaluation Criteria (Technical and Financial)</b>	
<b>Technical</b>	<ul style="list-style-type: none"> <li>• The Bidder shall be a company incorporated under the Companies Act, 1956 &amp; shall be in the business for minimum of 3 (three) years.</li> <li>•The Bidder shall have undertaken similar scope of work (Section 3.2) in a single project of contract value Rs. 1 Cr (Rupees one crore only) with Central Govt./ State Govt./Municipal Corporation/Multi-National Companies/ National and Schedule Banks.</li> <li>•The Bidder shall have the authorization letter for CISCO products</li> <li>•The Bidder shall have the authorization letter for Cyberoam Firewall products.</li> <li>•The employees that will be deployed in the Project Area for the work shall be B.E in computer science/ E&amp;TC/Electronics/IT/Electrical or BSc in computer science/ Electronics/IT with min. 3 years of work experience</li> </ul>
<b>Financial</b>	Annual turnover of Rs 10 Cr. (Rupees Ten Crore only) in each of the preceding 3 (three) financial years.
<b>Bid Security Amount</b>	Rs.3,83,863/- ( Rupees Three Lakh Eighty three Thousand Eight hundred & Sixty three only)
<b>Performance Security</b>	Rs. 19,19,318/- (Rupees Nineteen Lakhs Nineteen Thousand three hundred & Eighteen only )
<b>Estimated cost of the Project</b>	Rs 3,83,86,353/- (Rupees Three Crore Eighty three Lakh Eighty six thousand three hundred & fifty three only)
<b>Bidding Parameter</b>	% Above or Below the estimated cost (inclusive of all taxes including service tax)
<b>Submission of Bid – Technical Proposal</b>	
<b>The following documents should be submitted through e-tender system of PCMC</b>	
1	Covering Letter as per Section 8

**Selection of Service Provider for establishing network & connectivity in the PCMC Offices**

2	Description of the Bidding Company as per Section 9
3	Information format for financial capability as per Section 10
4	Information format for technical capability as per Section 11
5	Undertaking as per Section 12
6	Power of Attorney for the authorised representative as per Section 13
7	Signed on each page of the Part 1 & 2 of the RFP document. The RFP document should be signed by the Authorised Representative as designated under Section 13 with the seal of the Bidder's company.
<b>Submission of Bid – Commercial Proposal/ Bid</b>	
1	Commercial Proposal should be submit only through the online e-tender system of PCMC
<b>PCMC contact details</b>	
Address	Computer Officer e-Governance Department, Pimpri Chinchwad Municipal Corporation, Pimpri Chinchwad Municipal Corporation Main Building, Pimpri, Pune – 411 018, Maharashtra
Telephone	020 67331120
Fax	020 27425600, 67330000
Email	<a href="mailto:egov@pcmcindia.gov.in">egov@pcmcindia.gov.in</a> <a href="http://www.pcmcindia.gov.in">URL:-www.pcmcindia.gov.in</a>

---

---

## 2 DEFINITIONS

---

---

**Agreement** shall mean the agreement for supplying, commissioning, Implementing & maintaining of IT infrastructure for establishing the network & connectivity in the PCMC Offices given in Part 2 of the RFP.

**Bid/Proposal** shall mean as defined in the Clause4.1 as submitted by the Bidder's in response to this RFP Document.

**Bidder/ Service Provider** means a Bidding Company, as defined below that has submitted the Bid/ Proposal in response to this Document.

**Bidding Company** shall mean a company incorporated under the Companies Act, 1956.

**Bid Security/ EMD** shall have a meaning as referred in Clause5.8.1 of this Document.

**Bid Validity Period** shall mean a period of not less than 1095 days (three years) from the last date of submission of the Proposal.

**Commercial Proposal/ Fee** shall mean the information submitted as per Section 7.2 of this Document.

**Contract Period** shall mean a period of 1095 days commencing from the date of issuance of the work order.

**Document /Request for Proposal** means this Request for Proposal document containing Part 1 & Part 2.

**Letter of Award** shall mean the letter issued by PCMC to the Successful Bidder and shall be as per terms mentioned in Clause4.4.

**Maintenance** shall mean replacing or repairing faulty hardware as per the fault reported by the Project Officer.

**Man-days** shall mean a person working for a day is equivalent to one man-day.

**Performance Security** shall have a meaning as referred in Clause5.8.1 of this Document

**Project Area** shall mean PCMC Offices, Zonal and Ward Offices, PCMC's schools, hospitals etc. The list of PCMC offices which constitute Project Area is section 22 of this Document.

**Project Officer** shall be the officer appointed by PCMC to oversee the working of the project.

**Project** shall mean supplying, commissioning, implementing & maintaining of IT infrastructure for establishing the network& connectivity in the PCMC Offices in accordance with the provisions of the Agreement. The Service Provider also needs to undertake all the computer network management related activities including maintaining the servers in the server room

**Project Facilities** shall mean the list of equipment's/ machineries as listed in Section 20of the RFP document.

**Successful Bidder** The Bidder who interalia meets the following requirements (a) meets the technical and financial criteria and (b) who quotes lowest Fee for undertaking the Project and adheres / consents to adhere to all other conditions laid by PCMC.

### 3 PROJECT BACKGROUND

#### 3.1 BACKGROUND

Pimpri Chinchwad has witnessed a high population growth rate of around 100% in the last two decades. The population is estimated to reach about 35.08 lakhs by the year 2021. As the city continues to grow, the Pimpri Chinchwad Municipal Corporation (PCMC), which is responsible for the provision of infrastructure services, has to prepare to provide quality services to its citizens in all facets of infrastructure. The provision of quality infrastructure service requires adequate collection of user charges and other taxes from the users.

The vision of PCMC is to become a digitally governed corporation i.e. facilitating the citizen interaction with PCMC with e-governance facility. It has installed computers/ laptops, printers, networks, server facilities etc at all its offices. To provide IT infrastructure to the network and wireless connectivity at PCMC offices and maintenance of this, PCMC invites proposals from Service Provider experienced in providing such type of services.

PCMC thereof invites bids from firms having experience as envisaged in this Request for Proposal (RFP) document. This RFP document details further the selection process, the minimum technical and financial eligibility criteria to qualify for undertaking this project, the process of bidding for this project and other terms and conditions.

#### 3.2 SCOPE OF WORK

The scope of work of the Service Provider shall be as follows.

1. Supply and Installation of active and passive component of the network
2. Install and configure networking components as per the requirement.
3. Cabling with casing capping as per the requirement within three year
4. Test and troubleshoot features and functionalities.
5. Optimize functionalities of core network
6. Commissioning & Implementation of IT Infrastructure in the network
7. Maintain the Project Facilities installed in the Project Area
8. Supply and replacement of all defective parts / components of the Project Facilities
9. Bear all cost of maintenance of the Project Facilities.
10. Provide two highly experienced networking engineers on site to manage the complete work
11. Provide network support 24 hours and 7 days a week for managing the Project.

The Contract Period for providing the services in accordance with the scope of work shall be for a period of 3 (three) years. In lieu of the services provided by the Service Provider, PCMC shall pay a fee quoted by Service Provider in the Commercial Proposal. The fee quoted by the Bidder shall be inclusive of all taxes including service tax.

#### 3.3 THE AGREEMENT FOR THE PROJECT

PCMC will execute an Agreement with the Successful Bidder and if the Successful Bidder disagrees to any terms and conditions set forth in the Agreement, the Corporation will have the right to execute the Agreement with the next lowest Bidder.

The Successful Bidder will have to provide the performance security for the Contract Period, in the form of fixed deposit receipt (FDR) drawn towards "Commissioner, Pimpri Chinchwad Municipal Corporation" within **15 (fifteen) days** of acceptance of offer in the form of Letter of Award (LoA). The FDR / bank guarantee should be issued by a nationalised or scheduled bank and should be payable at Pimpri. The Bid Security of the Successful Bidder (provided at the time of Bid submission) will also form part of performance security and is required to be maintained with the Corporation as performance guarantee till completion of the period of Agreement or termination of the Agreement.

---

---

## 4 DESCRIPTION OF THE SELECTION PROCESS

---

---

### 4.1 SELECTION PROCESS

The submission of the Bids by the interested parties in response to this RFP would be evaluated by undertaking the following steps.

1. Check of Responsiveness
2. Evaluating technical and financial capability
3. Evaluating commercial Proposal/Bid

The Bids received would be subject to a prima-facie check for Responsiveness followed by a step-wise evaluation procedure as described below.

### 4.2 STEP 1: RESPONSIVENESS OF BID

The Bids submitted by Bidder shall be initially scrutinised to establish "Responsiveness". A Bid may be deemed "Non-responsive" if it does not satisfy any of the following conditions:

- a. Payment of Rs. 5,000/- (Rupees five thousand only) against purchase of RFP document through e-tendering by Net Banking/Credit Card/Debit Card System .It is not received by the due time and date as specified
- b. Payment of Rs. 3,83863/- ( Rupees Three Lakh Eighty three Thousand Eight hundred & Sixty three only) as Bid Security through e-tendering by Net Banking/Credit Card/Debit Card.
- c. It is not received by the due time and date as specified;
- d. It does not contain sufficient information for it to be evaluated and/or is not in the formats specified;
- e. It is not signed and /or sealed in the manner and to the extent indicated in Section 5 of this RFP Document;

The Bid shall be considered to be substantially responsive if it conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,

- a. Affects in any substantial way, the scope, quality, or performance of the Project, or
- b. Limits in any substantial way, inconsistent with the RFP Document, PCMC's rights or the Bidders' obligations under this Agreement, or
- c. Unfairly affects the competitive position of other Bidders presenting substantially responsive Bids.

A Bid once declared as "Non-responsive" and rejected, cannot be made responsive by the Bidder having corrected or withdrawn the non-conforming deviation or reservation.

The Bids of "responsive" Bidder shall be evaluated in the following steps:

### 4.3 STEP 2: EVALUATION OF TECHNICAL AND FINANCIAL CAPABILITY

At this stage the technical and financial capability of the Bidder in undertaking the Project would be assessed. The Bidder would be evaluated on parameters as defined in Clause 6.1 and Clause 6.2 (technical and financial capability criteria for evaluation) and the Bidder found to be technically and financially qualified would be eligible for the next stage of the selection process.

The Commercial Proposal of the Bidders not found to be technically and financially qualified would not be opened and discarded from this selection process.

### 4.4 STEP 3: EVALUATION OF COMMERCIAL PROPOSAL

Evaluation of the Commercial Proposals would be undertaken as detailed in Section 7. A ranked list (in the ascending order of the price quoted viz, H1, H2,....Hn) of the Bidders based on the results of the evaluation would be prepared.

Subsequent to this process, the Letter of Award (LoA) would be issued to the Successful Bidder by PCMC. Within 7 (seven) days from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein and for the execution of the Agreement. PCMC will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be returned within 45(forty five) days without interest on the signing of the Agreement with the Successful Bidder. The Successful Bidder shall have to enter into an Agreement within 15 (fifteen)days from date of issue of the LoA.

Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, PCMC reserves the right to

- a. call for fresh Bids OR
- b. take any such measure as may be deemed fit in the sole discretion of PCMC, including annulment of the bidding process.

**4.5 MILESTONES AND TIME TABLE**

<b>Milestones</b>	<b>Time and Dates</b>
Sale of RFP	<b><i>Dt.25/08/2014 to16/ 09/2014</i></b>
Receipt of queries till	<b><i>Date 01/09/2014</i></b>
PCMC response to queries latest by	<b><i>Date 05/09/2014</i></b>
Last Date and time of Submission of Proposal	<b>16/09/2014 at 3.00 p.m.</b>
Opening of Technical Proposal	<b>If possible on 16 /09/2014</b>
Opening of Commercial Proposal	<b>If possible on19 /09/2014</b>

In order to meet the above target dates, the Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. PCMC shall adhere to the above schedule to the extent possible. PCMC, however, reserves the right to modify the same and the intimation to this effect shall be given to all the Bidders through the PCMC website [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in)

---

---

## 5 PROCEDURES TO BE FOLLOWED

---

---

### 5.1 ENQUIRIES& CLARIFICATIONS

Enquiries, if any, can be addressed to:

To,  
The Computer Officer,  
eGovernance Department,  
Pimpri Chinchwad Municipal Corporation,  
Pimpri-411018  
Maharashtra

It may kindly be noted that all the Clarifications should be faxed to 020-27425600/67330000 [Kind attention Computer Officer or send via email to [egov@pcmcindia.gov.in](mailto:egov@pcmcindia.gov.in)

### 5.2 AMENDMENTS TO THE RFP

At any time prior to the last date for Receipt of Bid as indicated in the RFP time schedule, PCMC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidders, amend the RFP by the issuance of Addendum.

Any Addendum thus issued would be in writing and uploaded on the PCMC website [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in) under tender section and such Addendum shall be binding upon all the Bidders.

In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, PCMC may, at its discretion, change the last date for receipt of Bid.

### 5.3 SUBMISSION OF THE BID

#### 5.3.1 Price of RFP Document & Bid Security/ EMD to be paid by the Bidders

1.The price of the RFP Document is INR 5,000.00 (Rupees Five Thousand Only) and the cost is non-refundable.

The price of RFP Document must be paid through the e-tendering system of PCMC while submitting the Bid.

2.Bid Security / Earnest Money Deposit (EMD)

I. Bidders are required to pay an amount of Rs.3,83863/- ( Rupees Three Lakh Eighty three Thousand Eight hundred & Sixty three only) as Bid Security.The Bid Security/ EMD shall be paid through the e-tendering system of PCMC while submitting the Bid.

II.EMD in any other form will not be accepted, nor will any request for change of the same be entertained.

III.Any bid/s received by PCMC without the entire EMD amount, will be summarily rejected.

#### 5.3.2 Preparation of the Bid

1.Language of the Bid

The bid prepared by the Bidder, as well as all the correspondence and documents relating to the bid submitted by the Bidder to the PCMC Authority shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English language and in such a case, for purpose of interpretation of the bid, the translation shall govern.

2.Documents comprising the Bid

The bid shall be submitted electronically, in 2 (TWO) Parts

##### Part-1: Technical Bid

The technical part shall be submitted by the bidders through e-Tendering procedure. Supporting documents establishing Bidder's eligibility pursuant to Section 6.1 and Section 6.2 shall be furnished as



part of its bid.

### **Part-2: Commercial Bid**

The Commercial bid will be submitted through e-tendering procedure only.

#### **5.3.3 Instruction regarding Registration**

- 1.The technical as well as the commercial bid will have to be submitted by the bidder online at [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in) for which the bidder will have to get registered by following the registration process as vendor. For details or in case of difficulties in registration kindly contact Mr. Nilkanth Poman, Computer Officer, PCMC Tel.no: 020-67331120
- 2.The Technical Bid and the Commercial Bid should be complete in all respects as per the conditions and requirements specified in the tender document. Partially filled bids are liable to get rejected.

#### **5.3.4 Submission of bid**

##### **1.Deadline for Submission of the Bids**

- I.The bid should be submitted electronically (online at [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in)) on or before the bid due date and time. PCMC or its consultants shall not be responsible in any manner if electronic bids made by the Bidder was unsuccessful for any reason.
- II.The PCMC may, at its direction, extend this deadline for submission of bids.

##### **2.Late Bids**

Bids will not be accepted through the e-Tendering website after the bid due date and time of the submission. Therefore the bidders are requested to upload their bid well in advance before the bid due date and time to avoid the inconvenience.

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

The Bidder may note that modifications or withdrawal of the bid is not allowed after its submission.

#### **5.3.5 Opening of bids**

The PCMC will open Technical Bids in the presence of the Bidders or their representatives (bearing the authorization letter) who choose to attend, at time and date mentioned in Section 4.5

#### **5.3.6 E-tendering System**

The complete process of tendering shall be managed through the e-tendering system of PCMC. The Bidder will have to be registered with the E-Governance Department of PCMC for participating in the bidding process for the tender. The detailed procedure for registration is detailed in Section 14 . After the submission of the required documents and payment of the registration fee, the Bidder shall be issued a digital signature key within seven (7) days using which the Bidder can participate in the tender submission online. More details about the e-tendering system operation are available at [http://www.pcmcindia.gov.in/e\\_tender.asp](http://www.pcmcindia.gov.in/e_tender.asp). For resolving the queries associated with the e-tendering registration with the eGovernance department of PCMC, please contact Computer Officer, PCMC at 020-67331120.

#### **5.3.7 Technical and financial capability**

The Bidder shall upload the following Documents for technical and financial capability evaluation through the e-tendering system.

- a. Covering Letter as per Section 8
- b. Description of the Bidder Company as per Section 9
- c. Description of financial capability as per Section 10

- d. Description of technical capability as per Clause 6.1 and Section 11
- e. Undertaking from Bidder as per Section 12
- f. Power of Attorney for Authorised Representative as per Section 13
- g. Signed and sealed copy on each page of the RFP Document. The Document should be signed by the Authorised Representative with the seal of the Bidder.

### 5.3.8 Commercial Proposal

The Bidder shall fill in the online format of Commercial Proposal. The Commercial Proposal shall only be accepted through the e-tendering system.

### 5.3.9 Submission of the Bid

If any of the documents (scanned .PDF format) mentioned in Clause 5.3.7 is not being accepted by the e-tendering system, then the same can be submitted in person and not by registered post/courier, by placing it in a sealed outer envelope or a box, with the following inscription:

To,

The Additional Commissioner,  
Pimpri Chinchwad Municipal Corporation,  
Pimpri - 411018  
Maharashtra

***“Proposal for Selection of Service Provider for supplying, commissioning, implementing & maintaining of IT infrastructure for establishing the network & connectivity in the PCMC Offices”, Tender No.***

***“Submitted by: Name, Address and Contact Phone Number(s) of the Authorised representative of Bidder”***

If the envelopes are not sealed and marked as instructed above, the Bid may be deemed to be non-responsive and liable for rejection. PCMC assumes no responsibility for the misplacement or premature opening of the Proposal submitted if the same is not in accordance with the prescribed format.

PCMC shall not be responsible for any delay in submission of the Bids. Any Bid received by PCMC after the deadline for submission of the Bids stipulated in Clause 4.5 shall be deemed to be non-responsive and will be rejected.

## 5.4 INITIALLING OF THE BIDS

Each page of the documents mentioned in Clause 5.3.7 should be initialled by the Authorised Representative of the Bidder.

## 5.5 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. No hard copy of the RFP will be sold by PCMC. The bidder has to download the copy from PCMC website [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in).
2. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not contain the Covering Letter as per the specified formats may be considered Non-responsive and may be liable for rejection.
3. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid Non-responsive.
4. Bidders may note that PCMC will not entertain any deviations to the RFP at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP

- with all its contents. Any conditional Bid shall be regarded as Non-responsive and would be liable for rejection.
5. The Bid and all related correspondence and documents shall be written in the English language only. Supporting documents and printed literature furnished by the Bidder along with the Bid may be in any other language, provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English will not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.
  6. No change in, or supplementary information to a Bid shall be accepted once submitted. However, PCMC reserves the right to seek additional information from the Bidders if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by PCMC, may be a ground for rejecting the Bid.
  7. The currency for the purpose of the Bid shall be the Indian Rupee (INR).
  8. The Bids shall be evaluated as per the criteria specified in this RFP Document.
  9. The Bidder should designate one person ("Authorised Representative,") authorised to represent the Bidder in its dealings with PCMC. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc. The covering letter submitted by the Bidder shall be signed by the Authorised Signatory and shall bear the stamp of the entity thereof.
  10. PCMC reserves the right to reject any or all of the Bids without assigning any reason whatsoever.
  11. PCMC also reserves the overriding right to reject any Bid pursuant to any change in the composition of the Bidding Company without ascribing any reasons whatsoever.
  12. PCMC reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
  13. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. PCMC reserves the right to vet and verify any or all information submitted by the Bidder. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by PCMC, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of PCMC and if PCMC is adequately satisfied.
  14. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. PCMC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
  15. The Bidder may carry out Project site visit at any time at their cost. The Bidder would be granted permission by PCMC for visit of the Project Site on receipt of a formal written request, reasonably in advance of the proposed date of visit.
  16. Legal jurisdiction pertaining or related to this RFP shall be at Pimpri Court only.

## **5.6 BIDDER'S RESPONSIBILITY**

The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk. It shall be deemed that prior to the submission of Proposals, the Bidder has:

1. Made a complete and careful examination of terms & conditions/requirements, and other information set forth in this RFP Document
2. Received all such relevant information as it has requested from PCMC; and
3. Made a complete and careful examination of the various aspects of the Project including but not limited to:
  - a. Bidders own validation of the Project Area and location of Project Facilities
  - b. Clearances obtained by PCMC for the Project; and
  - c. All other matters that might affect the Bidder's performance under the terms of this RFP Document.

PCMC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

## **5.7 VALIDITY OF TERMS OF THE BID**

Each Bid shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 1095 days (three years) from the last date for submission of the Bid. Non-adherence to this requirement will be a ground for declaring the Bid as non-responsive. However, PCMC may solicit the Bidders' consent for extension of the period of validity. Such request for extension shall be made by PCMC in writing. The Bidder agrees to reasonably consider such a request and shall send its response in writing. A Bidder accepting PCMC request for extension of validity shall not be permitted to modify his Bid in any other respect.

## **5.8 FEES AND DEPOSITS TO BE PAID BY THE BIDDER**

### **5.8.1 Bid Security and Performance Security**

1. Bidders are required to submit a Bid Security for an amount equal to Rs.3,83863/- ( Rupees Three Lakh Eighty three Thousand Eight hundred & Sixty three only) The Bid Security shall be submitted through the e-tendering system of PCMC.

1. Bids of Bidder(s), who fail to furnish the above Bid Security, shall be liable for rejection by PCMC as Non-responsive.
2. Subject to the other clauses of this Clause 5.8.1, PCMC shall reserve the right to forfeit the Bid Security under the following circumstances:
  - I. If the Bidder withdraws his Bid at any time during the stipulated period of Bid Validity as per Clause 5.7 (or as may be extended).
  - II. If the Bidder, for the period of Bid validity:
    - a. In PCMC's opinion, commits a material breach of any of the terms and / or conditions contained in the RFP Document and / or subsequent communication from PCMC in this regard.
    - b. Refuses to accept the Letter of Award (LoA).

In the event that any Bidder is not found to be technically and financially qualified (i.e. for technical and financial capability), then the Bid Security of such Bidder shall cease to be in force and its financial bid shall not be opened. The Bid Security in such cases shall be returned to the respective Bidder within 45 (forty five) days from such cessation without interest.

The Bid Security of the unsuccessful Bidder will be returned after 45 (forty five) days without any interest, following the signing of the Agreement by the Successful Bidder.

The Bid Security of the Successful Bidder shall be required to be maintained till the signing of the Agreement and subsequently converted into Performance Security.

The Performance Security shall be 5% of the accepted/awarded tender cost.

#### **5.9 CONSEQUENCES OF NOT ADHERING TO THE PROCESS**

The consequences of not adhering to the specific procedures laid hereinabove will lead to rejection of the Proposal.

#### **5.10 RIGHT TO REJECT THE PROPOSAL**

PCMC is not bound to accept any of the Proposals submitted. PCMC reserves the right to reject any or all of the Bids submitted in response to this Request for Proposal at any stage without assigning any reasons whatsoever. Any Bidder shall have no cause of action or claim against PCMC or its officers, employees, successors or assignees for rejection of their Bids.

---

---

## 6 TECHNICAL AND FINANCIAL CAPABILITY CRITERIA FOR EVALUATION

---

---

Qualification will be based on the assessment of the technical and financial capability of the Bidders. The Bidders would be evaluated on eligibility criteria as defined in Clause 6.1 and Clause 6.2. The Bidders found to be technically and financially capable (i.e. fulfil both the technical and financial eligibility criteria) would be eligible for the next stage of the selection process.

### 6.1 MINIMUM ELIGIBILITY CRITERIA: TECHNICAL CAPABILITY

The Bidder shall satisfy the following criteria to qualify for the Project.

1. The Bidder shall be a company incorporated under the Companies Act, 1956 & shall be in the business for minimum of 3 (three) years.
2. The Bidder shall have undertaken similar scope of work (Section 3.2) in a single project of contract value Rs. 1 Cr (Rupees one crore only) with Central Govt./ State Govt./Municipal Corporation/Multi-National Companies/ National and Schedule Banks.
3. The Bidder shall have the authorization letter for CISCO products.
4. The Bidder shall have the authorization letter for Cyberoam Firewall Product.
5. The employees that will be deployed in the Project Area for the work shall be B.E in computer science/ E&TC/Electronics/IT/Electrical or BSc in computer science/ Electronics/IT with min. 3 years of work experience.

### 6.2 MINIMUM ELIGIBILITY CRITERIA: FINANCIAL CAPABILITY

The Bidder shall satisfy the following criteria to qualify for the Project.

1. The Bidder shall have an minimum annual turnover of at least Rs 10,00,00,000/- (Rupees Ten crores only) in each of the year during the preceding 3 (three) financial years i.e FY 2011-12, FY 2012-13 & FY 2013-14.

### 6.3 EVALUATION PROCESS

A Bidder qualifying on both the technical and financial capability criteria would be considered technically and financially capable. Only those Bidders who are found to be technically and financially capable would be considered for further evaluation.

### 6.4 TECHNICAL AND FINANCIAL CAPABILITY INFORMATION FORMATS

The information formats for submission of the technical capability information are detailed in Section 11. The Bidders are required to submit the completion certificates/ agreements/ work orders along with any other supporting documents as proof for the technical eligibility criteria. The above-mentioned documents must be provided for the entity eligible to be evaluated under the technical capability.

The information required for the financial capability as detailed in Section 10 have to be certified by the Statutory Auditor. The independent auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organisation abroad.

The Bid must also be accompanied by the audited annual financial statements to be evaluated for financial capability for the last three financial years.

In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year i.e FY 2013-14. In any case, the audited annual financial Statements for three years preceding the latest financial year i.e FY 2010-11, FY 2011-12 and FY 2012-13 would have to be provided, failing which the Proposal will be rejected as Non-Responsive.

---

---

## 7 COMMERCIAL PROPOSAL EVALUATION

---

---

Only those Bidders who are found to be technically and financially capable would be considered for opening of the Commercial Proposal.

### 7.1 EVALUATION OF COMMERCIAL PROPOSAL

The Commercial Proposal evaluation seeks to select the Bidder offering the best commercial terms.

The Commercial Proposals of the qualified Bidders would be evaluated on the basis of the lowest fee in Indian Rupees payable by Pimpri Chinchwad Municipal Corporation for undertaking the entire scope of work detailed in this RFP document.

The fee quoted by the Bidder in the Commercial Proposal through the e-tendering system shall be inclusive of all cost for undertaking the project including the cost of remuneration of all experts and manpower deployed by the Bidder for the project, all out of pocket expenses, profits including all taxes and rates including Service Tax or any other replacement/ substitution of Service Tax.

The Commercial Proposals would be ranked in ascending order of the fee quoted, with the Bidder quoting the lowest fee being ranked first and the Bidder quoting the second lowest ranked as second and so on.

The Bidder offering the lowest fee would be preferred as a Bidder who subsequently be designated as the Successful Bidder after signing the Agreement.

The fee quoted should not have any conditionality attached or deviations as indicated in the RFP Document. Bids with conditions attached shall be treated as Non-responsive and liable for rejection at the discretion of PCMC.

In the event that two or more Bidders have the same lowest fee in the Commercial Proposal, PCMC may invite fresh Commercial Proposals from such Bidders. This process shall be repeated for three times if similar situation arises. However, even after taking such repeated steps the situation remains unchanged then the Bid selection would be settled through drawing of lots among the tied Bidders.

### 7.2 COMMERCIAL PROPOSAL: SUBMISSION

The Bidder shall quote the fee only through the e-tendering system of PCMC. The fee for the tender shall be quoted on percentage basis, which is below or above the estimation cost. The percentage quote shall be valid upto two decimal places. The rate shall be valid even for variation (more or less) in the actual quantity supplied as per the site requirement of the Project for the period of three years. The quoted rate i.e above or below shall be applicable to all the individual components of the estimate represented in Section 20 of Part 1 of RFP and shall also form base for arriving at unit rate for supplying, installing & commissioning of components and manpower. The unit rate of each component as per Section 20 of Part 1 of RFP component list shall be included as rate of components in the agreement. The detailed component rate list shall be included as Annexure B of Part 2 of RFP for the Supply, Installation & Maintenance Agreement for this RFP. The rate list in Annexure B of the Supply, Installation & Maintenance Agreement shall be used for computation of Fee to be paid to the Vendor and deduction of penalty.



---

---

**8 FORMAT OF THE COVERING LETTER**

---

---

*(The covering letter is to be uploaded by the Bidder while submitting the Bid. To be provided on the Company's letterhead)*

Date:

Place:

To  
The Additional Commissioner,  
Pimpri Chinchwad Municipal Corporation,  
Pimpri  
Maharashtra

**Sub: Selection of Service Provider for supplying, commissioning, implementing & maintaining of IT infrastructure for establishing network & connectivity in the PCMC Offices**

Dear Sir,

Please find enclosed our Bid in respect of the project, "**Selection of Service Provider for supplying, commissioning, Implementing & maintaining of IT infrastructure for establishing network & connectivity in the PCMC Offices**" in response to the *Request for Proposal* ("RFP") Document issued by the PCMC dated /06/2014.

We hereby confirm the following:

1. The Bid is being submitted by *(name of the Bidder)* who is the Bidder, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by PCMC and in any subsequent communication sent by PCMC. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from PCMC.
3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. We confirm that our Commercial Proposal does not contain any Conditions.
5. The Bidder satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.
6. A Power of Attorney from the Bidder authorising the undersigned as the Authorised Representative who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Proposal.
7. We confirm that our Bid is valid for a period of 1095 days (three years) from the last date of submission of the Bid.

For and on behalf of:

Signature:

(Authorised Representative and Signatory)

Name of the Person:

Designation:

---

---

**9 DESCRIPTION OF THE BIDDER**

---

---

**Details of Bidder:**

Name of the Bidding Company	
Address of the Registered/ Head Office of the Bidding Company	
Contact Person & Designation	
Contact Number: Mobile & landline	
E-Mail	
Certificate of Incorporation / Commencement Certificate (if any)/	Submission of copy of the Certificate of Incorporation / Commencement Certificate (if any)

**10 INFORMATION FORMAT FOR FINANCIAL CAPABILITY**

	Financial Year ending		
	31/03/2014	31/03/2013	31/03/2012
<b>Turnover (Rs in Lakhs)*</b>			

\*As per audited annual financial statements of latest completed financial year

These above calculations have to be certified by the Statutory Auditor. The independent auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organisation abroad.

Along with the format and calculations, the Bidder needs to submit audited annual financial statements for the last three years i.e FY 2011-12, FY 2012-13 & FY 2013-14.

The Bidder shall provide the audited annual financial statements (*with schedules*) as required for this RFP. Failure to do so would be considered as a Non-Responsive bid.

**11 INFORMATION FORMAT FOR TECHNICAL CAPABILITY**

**Experience of the Bidder and the Supporting documents**

Qualification Criteria	Supporting Documents
<p>1. The Bidder shall be a company incorporated under the Companies Act, 1956 &amp; shall be in the business for minimum of 3 (three) years.</p>	<p>1. Certificate of Incorporation/Registration</p>
<p>2. The Bidder shall have undertaken similar scope of work (Section 3.2) in a single project of contract value Rs. 1 Cr (Rupees one crore only) with Central Govt./ State Govt./Municipal Corporation/Multi-National Companies/ National and Schedule Banks.</p>	<p>1.The Bidder shall provide the following details</p> <ul style="list-style-type: none"> <li>a.Project Name and details of scope of work.</li> <li>b.Project authority: Central Govt./ State Govt. /municipal corporation/Multi-National Companies/ National and Schedule Banks</li> <li>c.Project Cost</li> <li>d.Start date of project</li> <li>e.End date of project</li> </ul> <p>2.The Bidder shall the work order or completion certificate or agreement of the work undertaken.</p>
<p>3. The Bidder shall have the authorization letter for CISCO products</p>	<p>Copy of the authorization letter.</p>
<p>4.The Bidder shall have the authorization letter for Cyberoam Firewall products</p>	<p>Copy of the authorization letter.</p>
<p>5. The employees that will be deployed in the Project Area for the work shall be B.E in computer science/ E&amp;TC/Electronics/IT/Electrical or BSc in computer science/ Electronics/IT with min. 3 years of work experience.</p>	<p>CV of the employees with contact details to verify the experience.</p>

**Supporting documents**

The Bidder should provide details of only those projects undertaken by it under its own name. Project experience of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the experience.

---

## 12 FORMAT FOR UNDERTAKING

---

*(To be executed on a Non-judicial Rs. 100 Stamp Paper as per the Stamp paper Act prevailing in the State of Maharashtra)*

The information/ Documents submitted by us are true to our knowledge and if the information/ Documents so furnished shall be found to be untrue or false, the Bid shall be liable to be disqualified and our Bid security accompanying the Bid will be forfeited.

Also we are aware that if the information/ Document furnished are found to be untrue or false during the currency of contract, then our contract is liable to be terminated.

We hereby declare that we have made ourselves thoroughly conversant with the specifications, conditions laid by Pimpri Chinchwad Municipal Corporation ("PCMC") for this Bid and we have understood the same before submitting this Bid.

We hereby certify and confirm that in the preparation and submission of our Bid for the proposals listed below, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or in kind to any person or agency in connection with the instant proposals.

We agree that the amount of Bid Security shall be liable to be forfeited by PCMC, should we fail to abide by the stipulation to keep the offer open for a period of not less than 1095 days from the date fixed for opening the same and thereafter until it is withdrawn by us by the notice in writing duly addressed to the authority opening the Bid.

Bidder \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2014 Signature of Bidder

Witness

Address \_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_ day of \_\_\_\_\_ 2014

Signature of Witness

**13 FORMAT OF POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE**

*(On the Stamp Paper of min. Rs. 100 as per the Stamp paper Act prevailing in the State of Maharashtra)*

**Power of Attorney**

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project “*Selection of Service Provider for supplying, commissioning, implementing & maintaining of IT infrastructure for establishing network & connectivity in the PCMC Offices*”, including signing and submission of all Documents and providing information / responses to Pimpri Chinchwad Municipal Corporation (“PCMC”), representing us in all matters before PCMC, and generally dealing with PCMC in all matters in connection with our Proposal for the said Project.

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

For \_\_\_\_\_ (Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *In case of Bidders who are not resident in India, the Power of Attorney may be submitted on plain paper attested by any authorised officer of the Embassy of India and duly stamped by the Registration Department of the Government of Maharashtra.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter Documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter Documents and Documents such as a resolution/ power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *In case an authorised Director of the Bidder signs the Proposal, a certified copy of the appropriate resolution conveying such authority may be enclosed in lieu of the Power of Attorney.*

## 14 REGISTRATION PROCESS FOR E-TENDERING

### Procedure of registration & submission of bid through E-Tendering system

#### A.Registration Process

For participating in the e-tendering process, the Bidder shall register with the E-governance Department of the PCMC. Each registered Bidder will receive a permanent digital key through which the Bidder can participate in the Bid process. It requires minimum 7 (seven) days for receiving the digital key after verification of required documents. The registration process will be carried out through the E-governance Department of PCMC.

The Bidders shall contact Computer Officer, PCMC main building, Pimpri-18 for completing the registration within the stipulated time. The Bidder shall contact Mr. Nilkanth .D Poman, E-governance department, 4<sup>th</sup> Floor, PCMC main building, Pimpri -18, for any technical query regarding receiving of digital key after submission of registration document.

Following is the list of formats required to be filled for registering with PCMC for participating in the Bid through e-tendering system. The forms are also available for download at [http://www.pcmcindia.gov.in/e\\_tender.asp](http://www.pcmcindia.gov.in/e_tender.asp)

1. Fill-up the registration form format (refer below in this Section 15) duly stamped (company seal) and signed by the person under whose name the company has to be registered.
2. Fill-up the certificate application attestation form (refer below in this Section 16).
3. Fill-up the letter of employment (refer below in this Section 17). This should be on the company's letterhead.
4. Fill-up the signature verification letter (refer below in this Section 18). It should be either on company's or banker's letterhead.

All the true copies to be submitted should be signed by the person under whose name the company is to be registered and should carry the company's seal. The person under whose name the company is to be registered is not required to be physically present to complete the registration process, if all the required original documents for registration are shown during the registration process. The photograph of the individual on the form should be partly stamped with the company's seal. Please note that Bidder has to use the standard formats mentioned herein wherever specified to do so. Any deviation from the format specified will result in rejection of the application for registration.

Following is the complete list of supporting documents required for registration process in addition to the forms mentioned above.

1. Original and true copy of the Pan Card of the company.
2. Original and true copy of the Service Tax or Vat Registration number of the company.
3. Original and true copy of the Pan Card of the individual under whose name the company is to be registered.
4. Original and true copy of Certificate of Incorporation or registration of the company.
5. Five passport size photographs of the individual under whose name the company is to be registered. This will be counted separate than the one pasted and stamped on certificate application attestation form.
6. Original and true copies of any three ID proof mentioned in point 5 (a) and (b) under instruction to applicant of certificate application attestation form (refer below in this appendix point B).
7. Original and true copy of residential address proof of the individual under whose name the company is to be registered. The acceptable documents are mentioned in point 5 (a) and (b) under instruction to applicant of certificate application attestation form (refer below in this Appendix 'B').
8. Letter of authorization on company's letterhead mentioning the name of the person under whom the Bidding Company is to be registered. The letter should be signed jointly by the company's director and the individual. The letter should carry company's seal. (no standard format is specified).

- Registration charges of Rs 3000/- (Rupees three thousand only), cash or DD in favour of "The Commissioner, Pimpri Chinchwad Municipal Corporation" payable at Pimpri.

**B. Bid Submission**

A step-by-step procedure with the help of screen shots has been illustrated below to facilitate the bidding through e-tendering system. The Bidder may contact Shri. Borude at 9922501200 for resolving the technical difficulty in bidding for the Project. PCMC shall not be held responsible for any errors or mistakes arising out of the bidding.

**Step 1 - Select the Tender and Make Payment**

Note: The respective figures for "tender form fee", "EMD amount", "total tender amount", "paid amount", "total amount to pay" shall appear on the screen. The Bidder is not required to fill in this information. The Bidder has to select the tender by clicking the drop down "Tender no." and thereafter click the tab "Make Payment".

**STEP 2 - Click on "Show Tender" tab and click on "Open" tab to Bid for the tender**

Tender No.	Date Of Submission	Department	Value	Sign Docs	Stage
Dummy Tender 2/2010-11	28/10/2010	ENGINEERING	493385.00		Open
MyComputeTender	16/10/2010	ENGINEERING	5900.00		Open

After payment is made successfully, the bidder shall select the tender and click on "Open" tab for entering the bid for the tender.

**STEP 3 - Insert quote**



## Selection of Service Provider for establishing network & connectivity in the PCMC Offices

Mozilla Firefox  
 http://203.129.227.16:8080/pcmccho/pcmc?wicket:bookmarkablePage=:com.pcmc.common.PcmcMarathiMenu  
 User Code: nilesh.gadhave@gmail.com Post: Bidder  
 ठेका->Online Tendering  
 Show Tender Make Payment My Profile Attach Document Change Password Submitted Tenders

**दर तपशील**

**You have made payment for this tender**

निविदा क्रमांक: 1/1-2009-10 Tender Open Date: 22/07/2009  
 Tender Close Date: 22/07/2009 Tender Close Time: 15.00  
 Percentage Rate: % Of Tender Value  
 Tender Value: 15222075.00 Bid Value: Difference:

Bidder Name: Dummy Vendor2 Available Limit: -15222075.00  
 Bidding Limit: .00  
 साठा प्रकार: Choose One  
 Storage Type:

रस्तु	Item Name	Quantity	Rate	Amount
<< < > >>				

I have read all terms & conditions from Tender Document/Tender Form/B1 form & Schedule B for Civil.I accept all these terms & conditions.

Sign Cancel Submit Tender

Mozilla Firefox  
 http://203.129.227.16:8080/pcmccho/pcmc?wicket:bookmarkablePage=:com.pcmc.common.PcmcMarathiMenu  
 User Code: nilesh.gadhave@gmail.com Post: Bidder  
 ठेका->Online Tendering  
 Show Tender Make Payment My Profile Attach Document Change Password Submitted Tenders

**दर तपशील**

**You have made payment for this tender**

निविदा क्रमांक: 1/1-2009-10 Tender Open Date: 22/07/2009  
 Tender Close Date: 22/07/2009 Tender Close Time: 15.00  
 Percentage Rate: 2.5 % Of Tender Value  
 Tender Value: 15222075.00 Bid Value: 14841523.12 Difference: -380551.88

Bidder Name: Dummy Vendor2 Available Limit: -15222075.00  
 Bidding Limit: .00  
 साठा प्रकार: DIGHI BEG GUESTS 8 SUITS  
 Storage Type:

रस्तु	Item Name	Quantity	Rate	Amount
1	CONSTRUCTION OF OFFICERS QUARTERS/GUESTS SUITES FOR B. E. G. AT DIGHI	1	14841523.12	14841523.12
<< < > >>				

I have read all terms & conditions from Tender Document/Tender Form/B1 form & Schedule B for Civil.I accept all these terms & conditions.

Sign Cancel Submit Tender

Note: The Bidder after making the payment and clicking on the "Open" tab shall view this screen. The Bidder has to click on "Bid" tab and then fill in the rate under "Rate" tab. The system shall automatically calculate the Amount. The bidder has to then click on "Save" tab followed by "Sign" tab and finally "Submit Tender" tab. Only after the "Submit Tender" tab is clicked, the bid is accepted by the e-tendering system. In case the bidder wants to change its bid before clicking on the "Submit Tender" tab and before the final date of submission, the bidder has to click on "Cancel" tab and repeat the process from Step 2.

More details about the e-tendering system operation is available at [http://www.pcmcindia.gov.in/e\\_tender.asp](http://www.pcmcindia.gov.in/e_tender.asp)

**15 CORPORATION REGISTRATION FORM FORMAT**

*(Copy should be submitted in person for registration along with attested (i.e with company seal and signed by Authorised Representative of the Bidder) true copy. Original document should be carried for verification during registration)*

**PIMPRI CHINCHWAD MUNICIPAL CORPORATION**

**PIMPRI – 411018.**

**APPLICATION FOR E-TENDERING REGISTRATION**

NAME OF DEPARTMENT: eGovernance Dept. (PCMC)

- 1) Applicant / Firm/Company Name \_\_\_\_\_
- 2) Owner/Partner/ Name of Director \_\_\_\_\_
- 3) In case of Partnership Firm Registration Certificate No. \_\_\_\_\_
- 4) In Case of Company Reg. Certificate No \_\_\_\_\_
- 5) Office Address \_\_\_\_\_
- 6) Correspondence Address \_\_\_\_\_
- 7) Tel. Nos \_\_\_\_\_ Office \_\_\_\_\_ M.No \_\_\_\_\_
- 8) Registration for Which Dept. \_\_\_\_\_ Grade \_\_\_\_\_
- 9) Works executed in the last three years from date of Registration. Attach proof of work as annexure.
- 10) A) Shop Act License Validity From Dt. \_\_\_\_\_ To \_\_\_\_\_  
B) Service Tax Registration No Validity from Dt. \_\_\_\_\_ To \_\_\_\_\_  
C) Pan Card No \_\_\_\_\_

Note :- 1) This application is available on Corporation's web site [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in) 2) Registration valid upto 31<sup>st</sup> March of every year

Date :-

Place :-

Applicant Signature

**(For office use only)**

**Undertaking for registration with PCMC**

I \_\_\_\_\_ (Bidding company representative) on behalf of my firm  
\_\_\_\_\_ ( Name of bidding firm) have submitted the

following attested true copy of required documents for registration with PCMC to participate in e-tendering process.

1. Pan card of the company.
2. Service tax registration or vat registration of company.
3. Residence proof and pan card of the individual on whose name the bidding company should be registered. Following documents are accepted as address proof: a) Telephone bill b) electricity bill c) passport d) bank passbook e) voter's card.
4. Authorization letter on company's letterhead mentioning the name of the person under whom the bidding company has to be registered.
5. Five passport size photograph of the person under whom the Bidding Company is to be registered.
6. Certificate of incorporation or registration of the company.
7. True copy of three ID proof should be submitted. The acceptable documents are Passport, pan card, licence, ration card and election card.

#### **Declaration**

I have enclosed all the certified photo copies of documents required for registration along with the registration form. I know that if any document is found false/fraudulent after giving registration by Pimpri Chinchwad Municipal Corporation, I will be responsible to be prosecuted by Pimpri Chinchwad Municipal Corporation as per the provision of Indian Penal Code. I also agree that in the tender, if special documents are required or demanded by Pimpri Chinchwad Municipal Corporation for the efficient execution of tender work, I will submit certified true copies of the special documents by way of scanning the same or PDF files as attachment while submitting the tender online. I also agree that original document will be produced to the registering authority for verification of certified photocopies on the day of submitting the registration form.

Name and Signature of the applicant

---

**16 CERTIFICATE APPLICATION ATTESTATION FORM**

---

***Instructions to Applicant***

1. **Print out** this Form after completing it as required
2. **Place a copy of your latest passport-size photograph on the top right corner**
3. Bring this Form to your banker for attestation.
  - a) You are responsible for all fees charged by the banker
4. Instruct the banker to read the instructions below and complete the Acknowledgment.
5. Obtain copies of three forms of ID's
  - a) One widely recognized, government issued Photo-ID such as
    - Passport
    - Driving License
    - Income Tax Identity (PAN) Card
    - Voters ID card
    - Service Identity Card issued to its employees by State/Central Government
  - b) Two other ID's which are nationally valid and which need not necessarily be photo-ID's such as
    - Passports
    - Driving Licenses
    - Income Tax Identity (PAN) Cards
    - Voters ID card
    - Service Identity Cards issued to its employees by State / Central Government
    - Ration Card
    - Photo Credit Cards / Debit card
    - Bank / Kisan / Post Office Passbooks
    - Pension Documents such as Ex-Servicemen's Pension Book / Pension Payment Order
    - Ex-Servicemen's Widow / Dependent Certificates
    - Medclaim or similar insurance cards
    - Student SSC / HSC / graduation / post graduation degrees
    - Birth certificate
    - School leaving certificate
    - Electricity bill
    - Mobile / Telephone bill

You will need to:

- a) Make a copy of each of the 3 forms of ID's
- b) Have the copies Notarised / attested by a Notary Public or Class 3 Gazetted Officer or your Banker

6. **Make and retain a copy** of the completed form in a secure location. You will need to reference your name and e-mail address as listed below should you have a question regarding this certificate application.

7. If your Organisation Name is to be included in the certificate then:

- a) Submit Proof of Right to do Business document
- b) Submit the Letter of Employment
- c) Submit the Signature Verification Letter

***Instructions to Banker***

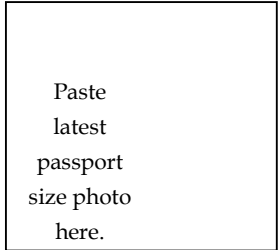
The document you are attesting is part of the enrolment process for a SafeScript Digital ID. SafeScript requires that the personal identity of the applicant be validated. If you would like more information about Digital IDs or the enrolment process please visit SafeScript at [www.safescript.com](http://www.safescript.com).

- 1. Complete the Acknowledgment in the Certificate Application Attestation Form.
- 2. The Applicant must hold a valid account in your bank.
- 3. You may retain a copy of the completed Certificate Application Attestation Form
- 4. In this context, the Banker is the Branch Manager of the bank where the applicant holds a valid bank account. The banker can also be any other employee of the same bank of a grade equal to or higher than the Branch Manager.

**Certificate Application Attestation Form**

**Applicant Personal Data (as entered on the Online Enrollment Form) with the latest passport photograph:**

Full Name \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Postal Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Applicants Signature

Date \_\_\_\_\_

.....

**Banker to Complete the Following Section**

**Acknowledgment**

The Applicant personally presented himself to me, the Banker, for the purpose of identity verification. Signature and photograph of Mr./Mrs./Ms. \_\_\_\_\_ who maintains an account with this Bank, as appearing above, is hereby attested, with reference to the records maintained by the Bank.

Bank Manager's Signature: \_\_\_\_\_

Bank Manager's Name: \_\_\_\_\_

Bank Manager's official code number: \_\_\_\_\_

Bank Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Banks Official Phone number: \_\_\_\_\_

(Place Bank Seal/Stamp to the right)

---

## 17 LETTER OF EMPLOYMENT

---

### ***Instructions***

The Letter of Employment is to be submitted when the Certificate Applicant requires the name of his Organisation to be displayed in his certificate. This letter should accompany the POR Document and the Signature Verification Letter. This letter is to be:

1. In the prescribed format only and printed on the letterhead of the Organisation in the Certificate Request
2. Completed and Signed by the Authorised Signatory of the Organisation, who attested the other documents
3. The Authorised Signatory must affix:
  - The Organisations seal on the document
  - His signature and full name
  - His official telephone number and e-mail id, so that SafeScript may contact him in this regard
4. Only a hard copy is valid and must be filed. However, the order can be processed with a faxed copy provided the original will be couriered to us at the earliest.
5. Submit all documentation to SafeScript either through the SafeScript authorized agents.

<< To be Printed on the Company Letter Head >>

**Letter of Employment**

**Certificate Applicant Information**

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

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

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

Phone/ Mobile No: \_\_\_\_\_

I, (Name of the Authorised Signatory) \_\_\_\_\_, certify that on (Date) \_\_\_\_\_, (Name of the Certificate Applicant) \_\_\_\_\_ is an employee of our organization (Organisation Name) \_\_\_\_\_ and that the Applicant's Employee ID is (Employee ID) \_\_\_\_\_. I acknowledge by my signature, that the Applicant information in this document is complete and accurate as per our office records.

(Signature of Authorised Signatory)

(Company Seal)

**Details of Authorised Signatory**

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

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

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

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

Phone Number: \_\_\_\_\_



---

## 18 SIGNATURE VERIFICATION LETTER

---

### ***Instructions***

The Signature Verification letter is required to verify the identity of the Authorized Signatory who attested the POR document, Telephone Bill and Letter of Employment. This letter is to be:

1. In the prescribed format only and preferably on the letterhead of the Organisation in the Certificate Request
2. Completed and Signed first by the Authorised Signatory of the Organisation who attested the other documents
3. Completed and Signed lastly by the Organisations official Banker
  - I. The Banker is the Branch Manager of the bank where the Organisation has a valid bank account. The banker can also be any other employee of the same bank of a grade equal to or higher than the Branch Manager.
  - II. The Banker must affix;
    - a. His official seal on the document
    - b. His signature and full name next to his official seal on the document
    - c. His official telephone number, so that SafeScript may contact him in this regard
4. Only a hard copy is valid and must be filed. However, the order can be processed with a faxed copy provided the original will be couriered to you at the earliest.

<<To be printed on letter head of organization/banker>>

### Signature Verification Letter

TO WHOMSOEVER IT MAY CONCERN

This is to Certify that ..... (Name of the Organisation) with the Office at ..... (Address of the Organisation) is maintaining a bank account (A/c No. ....) with our Bank ..... (Bank Name), and operating that account in the normal course of its business/activities. Mr. /Ms./Mrs..... is the authorized signatory for the operation of the account. His/Her signature as appearing below is duly attested (as per the records available with the bank).

(Signature of the Authorised Signatory)

(Signature of the Branch Manager)

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

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

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

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

Phone No: \_\_\_\_\_

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

**(Bank Seal)**

**19 FORMAT FOR SEEKING CLARIFICATIONS REGARDING RFP**

Clause Reference with page number in the RFP document	Clarification needed on the Clause	Reason/Remarks

**20 SUPPLY OF IT INFRASTRUCTURE FOR NETWORKING AND CONNECTIVITY**

The details of the Hardware and Software to be supplied & maintained by the Bidder are indicated below:

Sr. No	Product	Description	Qty
<b>A) Firewall for Server Farm Access</b>			
<b>1 (A)</b>	05-CRI-0750iNG-XP-01	Cyberoam CR750iNG-XP (Next Generation Firewall)- 8x10/100/1000 Ethernet ports, 22000 Mbps Firewall Throughput, 1800 Mbps UTM Throughput, 3600 Mbps NGFW throughput with 2 Flexi Slots for add-on port modules of (8 Copper/8 x 1GbE Fiber/4 x 10GbE Fiber)	2
	05-CVS-PRC-0750iNG-XP-03	Comprehensive Value Subscription includes Anti Malware, Anti Spam, Web and Application Filter, WAF, Intrusion Prevention System , 24x7 Support, hardware warranty and RMA fulfillment	2
	MWX-01G-08C	8 port Gigabit Ethernet Copper Module for CR500iNG-XP and CR750iNG-XP	2
<b>B) Redundant Firewall for Server Farm Access</b>			
<b>2(B)</b>	05-CRI-0500iNG-XP-01	Cyberoam CR500iNG-XP (Next Generation Firewall)- 8x10/100/1000 Ethernet ports, 18000 Mbps Firewall Throughput, 1650 Mbps UTM Throughput, 3250 Mbps NGFW throughput with 2 Flexi Slots for add-on port modules of (8 Copper/8 x 1GbE Fiber/4 x 10GbE Fiber)	2
	05-FSS-PRC-0500iNG-XP-03	24x7 Phone, Email and Web Chat support with firmware upgrades, hardware warranty and RMA fulfillment	2
	MWX-01G-08C	8 port Gigabit Ethernet Copper Module for CR500iNG-XP and CR750iNG-XP	2
<b>PCMC MAIN BUILDING</b>			
<b>3 (C)</b>	WS-C2960S-24TS-S	Catalyst 2960S 24 Gig E, 2 x SFP LAN Lite	38
	CAB-IND-10A	10A Power cable for India	38
	CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	38
	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	61

Selection of Service Provider for establishing network & connectivity in the PCMC Offices

	WS-C3750X-24S-S	Stackable 24 GE SFP Ethernet ports, with 350W AC power supply IP Base	2
	CAB-3KX-AC-IN	AC Power Cord for Catalyst 3K-X (India)	4
	S375XVK9T-15002SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	2
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	2
	CAB-STACK-50CM	Cisco Stack Wise 50CM Stacking Cable	2
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	2
	C3KX-PWR-350WAC	Catalyst 3K-X 350W AC Power Supply	2
	C3KX-PWR-350WAC/2	Catalyst 3K-X 350W AC Secondary Power Supply	2
	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm DOM	48
	WS-C3750X-24T-S	Stackable 24 10/100/1000 Ethernet ports, with 350W AC power supply 1 RU, IP Base feature set	1
	CAB-3KX-AC-IN	AC Power Cord for Catalyst 3K-X (India)	2
	S375XVK9T-15002SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco Stack Wise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-350WAC	Catalyst 3K-X 350W AC Power Supply	1
	C3KX-PWR-350WAC/2	Catalyst 3K-X 350W AC Secondary Power Supply	1
	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm DOM	2
	CON-SNT-WSC224SL	SMARTNET 8X5XNBD Catalyst 2960S-2S	114
	CON-SNT-C375X24-S	SMARTNET 8X5XNBD Catalyst C375X24-S IP Base	6
	CON-SNT-C375X2TS	SMARTNET 8X5XNBD Catalyst C375X24T-S IP Base	3

Selection of Service Provider for establishing network & connectivity in the PCMC Offices

	PRIME-NCS-APL-K9	Cisco Prime Network Control System Hardware Appliance	1
	PI-APL-IMAGE-1.2	Cisco Prime Infrastructure 1.2 Appliance Software	1
	AIR-PWR-CORD-AP	AIR Line Cord Asia Pacific (APAC)	2
	R-PI12-K9	Cisco Prime Infrastructure 1.2	1
	CON-SAU-PI12K9B	SW APP SUPP + UPGR NULL SKU-No line item services included	1
	R-PI12-BASE-K9	Prime Infrastructure 1.2 Base License and Software	1
	L-PI12-LF-100	Prime Infrastructure 1.2 - Lifecycle - 100 Device Lic	1
	L-PI12-LF-100-LIC	Prime Infrastructure 1.2 - Lifecycle - 100 Device Lic PAK	1
	L-PILMS42-100	Prime Infrastructure LMS 4.2 - 100 Device Base Lic	1
		55" LED monitor for Monitoring For Networking & data center	1
	CON-SNT-NCSAPL9	SMARTNET 8X5XNBD Cisco Prime Network Control System HW	3
	CON-SAU-PI12LF1H	SW APP SUPP + UPGR PI 1.2 - Lifecycle - 100 Device Lic	3
	<b>A ZONALOFFICE</b>		
<b>4(D)</b>	WS-C2960S-24TS-S	Catalyst 2960S 24 Gig E, 2 x SFP LAN Lite	5
	CAB-IND-10A	10A Power cable for India	5
	CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	5
	WS-C3750X-24T-S	Stackable 24 10/100/1000 Ethernet ports, with 350W AC power supply 1 RU, IP Base feature set	1
	CAB-3KX-AC-IN	AC Power Cord for Catalyst 3K-X (India)	2
	S375XVK9T-15002SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco Stack Wise 50CM Stacking Cable	1

Selection of Service Provider for establishing network & connectivity in the PCMC Offices

	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-350WAC	Catalyst 3K-X 350W AC Power Supply	1
	C3KX-PWR-350WAC/2	Catalyst 3K-X 350W AC Secondary Power Supply	1
	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm DOM	2
	CON-SNT-WSC224SL	SMARTNET 8X5XNBD Catalyst 2960S-2S	15
	CON-SNT-C375X2TS	SMARTNET 8X5XNBD Catalyst C375X24T-S IP Base	3
<b>B ZONALOFFICE</b>			
<b>5(E)</b>	WS-C2960S-24TS-S	Catalyst 2960S 24 Gig E, 2 x SFP LAN Lite	5
	CAB-IND-10A	10A Power cable for India	5
	CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	5
	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	2
	WS-C3750X-24T-S	Stackable 24 10/100/1000 Ethernet ports, with 350W AC power supply 1 RU, IP Base feature set	1
	CAB-3KX-AC-IN	AC Power Cord for Catalyst 3K-X (India)	2
	S375XVK9T-15002SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco Stack Wise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-350WAC	Catalyst 3K-X 350W AC Power Supply	1
	C3KX-PWR-350WAC/2	Catalyst 3K-X 350W AC Secondary Power Supply	1
	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm DOM	2
	CON-SNT-WSC224SL	SMARTNET 8X5XNBD Catalyst 2960S-2S	15

Selection of Service Provider for establishing network & connectivity in the PCMC Offices

	CON-SNT-C375X2TS	SMARTNET 8X5XNBD Catalyst C375X24T-S IP Base	3
<b>C ZONALOFFICE</b>			
<b>6(F)</b>	WS-C2960S-24TS-S	Catalyst 2960S 24 Gig E, 2 x SFP LAN Lite	5
	CAB-IND-10A	10A Power cable for India	5
	CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	5
	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	1
	WS-C3750X-24T-S	Stackable 24 10/100/1000 Ethernet ports, with 350W AC power supply 1 RU, IP Base feature set	1
	CAB-3KX-AC-IN	AC Power Cord for Catalyst 3K-X (India)	2
	S375XVK9T-15002SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco Stack Wise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-350WAC	Catalyst 3K-X 350W AC Power Supply	1
	C3KX-PWR-350WAC/2	Catalyst 3K-X 350W AC Secondary Power Supply	1
	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm DOM	1
	CON-SNT-WSC224SL	SMARTNET 8X5XNBD Catalyst 2960S-2S	15
	CON-SNT-C375X2TS	SMARTNET 8X5XNBD Catalyst C375X24T-S IP Base	3
<b>D ZONALOFFICE</b>			
<b>7(G)</b>	WS-C2960S-24TS-S	Catalyst 2960S 24 Gig E, 2 x SFP LAN Lite	6
	CAB-IND-10A	10A Power cable for India	6
	CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	6
	WS-C3750X-24T-S	Stackable 24 10/100/1000 Ethernet ports, with 350W AC power supply 1 RU, IP Base feature	1



Selection of Service Provider for establishing network & connectivity in the PCMC Offices

		set	
	CAB-3KX-AC-IN	AC Power Cord for Catalyst 3K-X (India)	2
	S375XVK9T-15002SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco Stack Wise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-350WAC	Catalyst 3K-X 350W AC Power Supply	1
	C3KX-PWR-350WAC/2	Catalyst 3K-X 350W AC Secondary Power Supply	1
	CON-SNT-WSC224SL	SMARTNET 8X5XNBD Catalyst 2960S-2S	18
	CON-SNT-C375X2TS	SMARTNET 8X5XNBD Catalyst C375X24T-S IP Base	3
	<b>E ZONALOFFICE</b>		
	WS-C2960S-24TS-S	Catalyst 2960S 24 Gig E, 2 x SFP LAN Lite	6
	CAB-IND-10A	10A Power cable for India	6
	CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	6
	WS-C3750X-24T-S	Stackable 24 10/100/1000 Ethernet ports, with 350W AC power supply 1 RU, IP Base feature set	1
	CAB-3KX-AC-IN	AC Power Cord for Catalyst 3K-X (India)	2
	S375XVK9T-15002SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco Stack Wise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-350WAC	Catalyst 3K-X 350W AC Power Supply	1

Selection of Service Provider for establishing network & connectivity in the PCMC Offices

	C3KX-PWR-350WAC/2	Catalyst 3K-X 350W AC Secondary Power Supply	1
	CON-SNT-WSC224SL	SMARTNET 8X5XNBD Catalyst 2960S-2S	18
	CON-SNT-C375X2TS	SMARTNET 8X5XNBD Catalyst C375X24T-S IP Base	3
	<b>F ZONALOFFICE</b>		
<b>9(I)</b>	WS-C2960S-24TS-S	Catalyst 2960S 24 Gig E, 2 x SFP LAN Lite	6
	CAB-IND-10A	10A Power cable for India	6
	CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	6
	WS-C3750X-24T-S	Stackable 24 10/100/1000 Ethernet ports, with 350W AC power supply 1 RU, IP Base feature set	1
	CAB-3KX-AC-IN	AC Power Cord for Catalyst 3K-X (India)	2
	S375XVK9T-15002SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco Stack Wise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-350WAC	Catalyst 3K-X 350W AC Power Supply	1
	C3KX-PWR-350WAC/2	Catalyst 3K-X 350W AC Secondary Power Supply	1
	CON-SNT-WSC224SL	SMARTNET 8X5XNBD Catalyst 2960S-2S	18
	CON-SNT-C375X2TS	SMARTNET 8X5XNBD Catalyst C375X24T-S IP Base	3
	<b>YCM HOSPITAL</b>		
<b>10(J)</b>	WS-C2960S-24TS-S	Catalyst 2960S 24 Gig E, 2 x SFP LAN Lite	15
	CAB-IND-10A	10A Power cable for India	15
	CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	15
	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	20
	WS-C3750X-24T-S	Stackable 24 10/100/1000 Ethernet ports, with 350W AC power supply 1 RU, IP Base feature set	1
	CAB-3KX-AC-IN	AC Power Cord for Catalyst 3K-X (India)	2

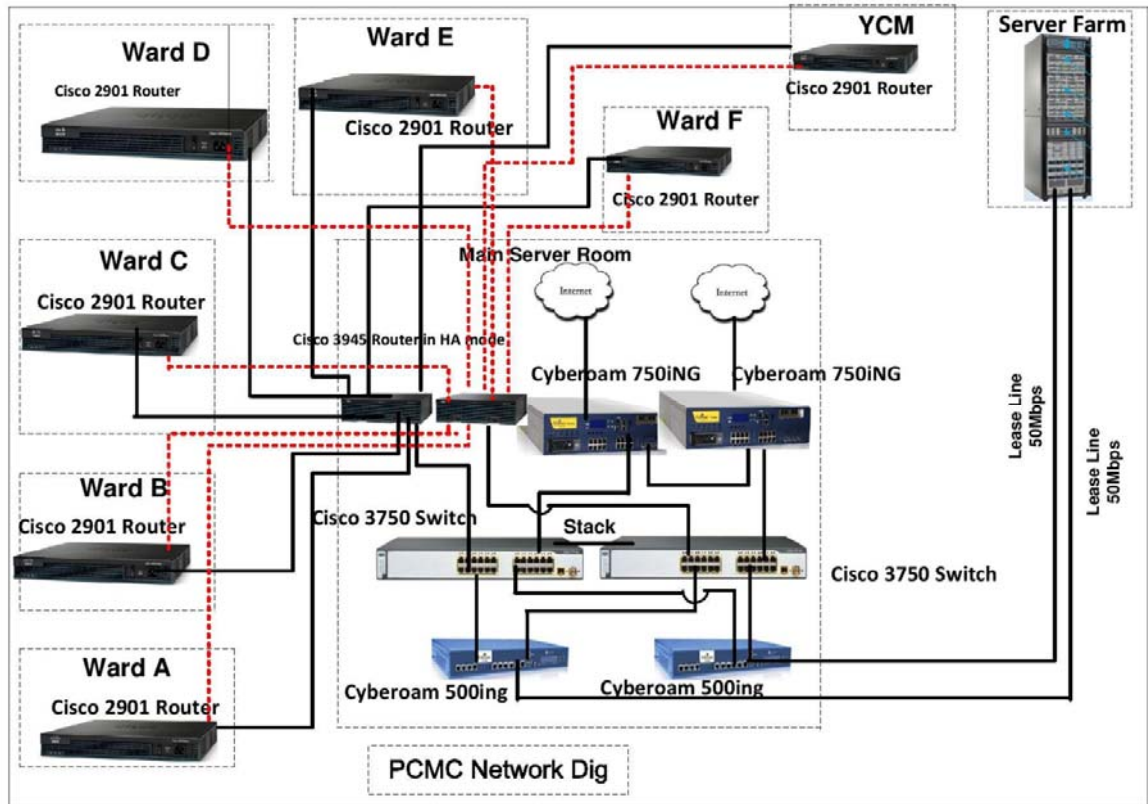
Selection of Service Provider for establishing network & connectivity in the PCMC Offices

	S375XVK9T-15002SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco Stack Wise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-350WAC	Catalyst 3K-X 350W AC Power Supply	1
	C3KX-PWR-350WAC/2	Catalyst 3K-X 350W AC Secondary Power Supply	1
	WS-C3750X-24S-S	Stackable 24 GE SFP Ethernet ports, with 350W AC power supply IP Base	1
	CAB-3KX-AC-IN	AC Power Cord for Catalyst 3K-X (India)	2
	S375XVK9T-15002SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM- 1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco Stack Wise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-350WAC	Catalyst 3K-X 350W AC Power Supply	1
	C3KX-PWR-350WAC/2	Catalyst 3K-X 350W AC Secondary Power Supply	1
	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm DOM	15
	CON-SNT-WSC224SL	SMARTNET 8X5XNBD Catalyst 2960S-2S	45
	CON-SNT-C375X24-S	SMARTNET 8X5XNBD Catalyst C375X24-S IP Base	3
	CON-SNT-C375X2TS	SMARTNET 8X5XNBD Catalyst C375X24T-S IP Base	3
	<b>ROUTERS</b>		
<b>11(K)</b>	CISCO2901/K9	Cisco 2901 w/2 GE,4 EHWIC,2 DSP,256MB CF,512MB DRAM,IP Base	8
	S29UK9-15302T	Cisco 2901-2921 IOS UNIVERSAL	8
	CAB-ACE	AC Power Cord (Europe), C13, CEE 7, 1.5M	8
	CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	8
	CISCO3945/K9	Cisco3945w/SPE150(3GE,4EHWIC,4DSP,4SM,256MBCF,1GBDRAM,IPB)	2
	S39UK9-15302T	Cisco 3925-3945 IOS UNIVERSAL	2
	CAB-ACE	AC Power Cord (Europe), C13, CEE 7, 1.5M	4

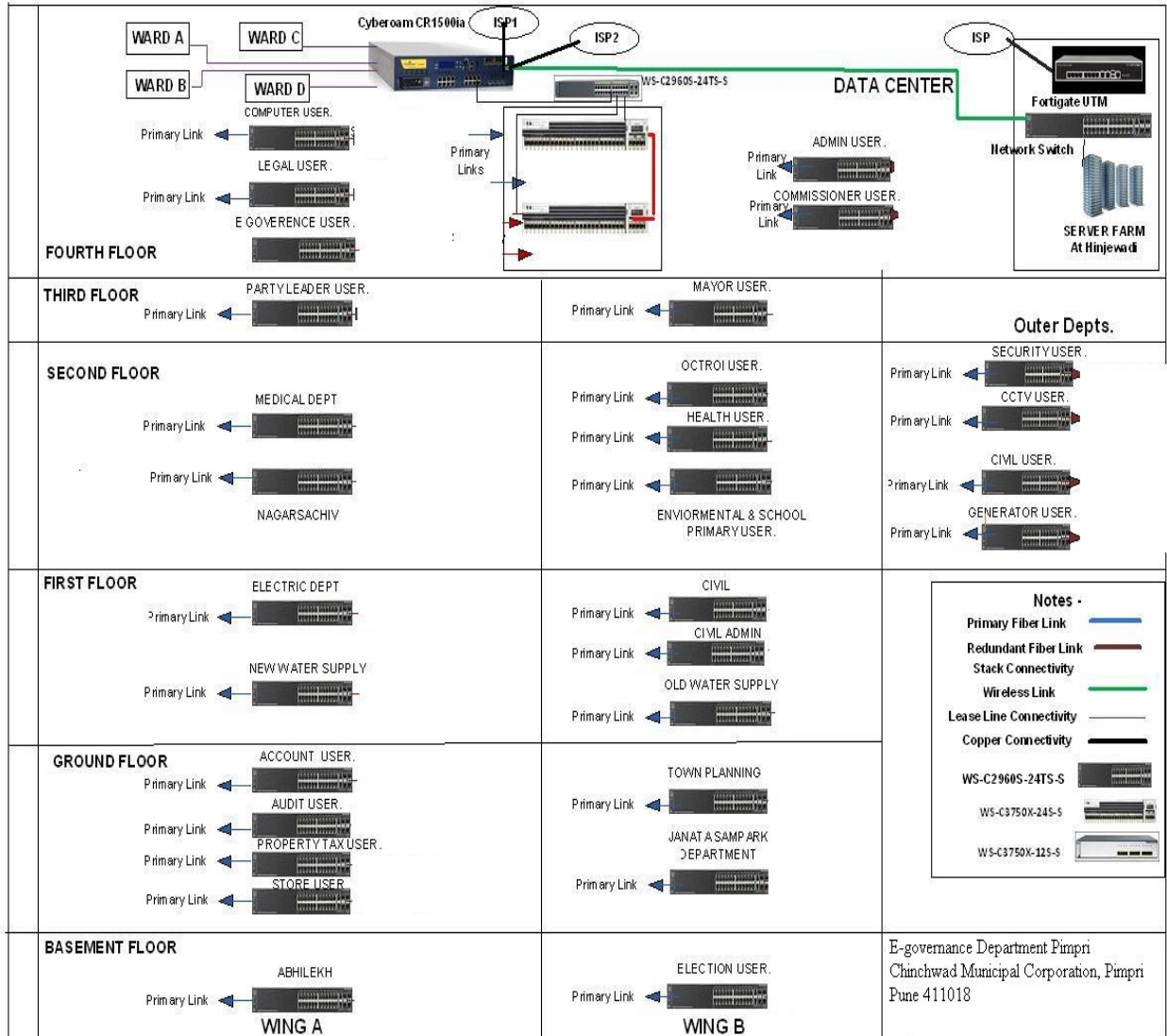
	CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	2
	PWR-3900-AC/2	Cisco 3925/3945 AC Power Supply (Secondary PS)	2
	CON-SNT 2901	SMARTNET 8X5XNBD 2901(Three years Warranty)	24
	CON-SNT 3945	SMARTNET 8X5XNBD 3945(Three years Warranty)	6
<b>Copper components (As per DSR)</b>			
<b>12(L)</b>		Solid Cable Cat 6, 4 pair, UTP - 305m per Box (In Mtr.)	20000
		Face Plate - Single with Shutter with cat6 Information outlet & surface mount box	2000
		Supplying and fixing Cat-6 STP cable suitable for LAN / WAN as per specification in approved manner	1016
		Patch Panel Cat 6 UTP Keystone -24 Port-Loaded	101
		Patch Cord Cat 6 UTP Gray 1m - Molded	1501
		Patch Cord Cat 6 UTP Gray 3m - Molded	1350
		RJ45 connector	2000
<b>Fiber components (As per DSR)</b>			
<b>13(M)</b>		Un armoured single mode 6 core fibre cable (In Mtr.)	4000
		LIU 12 PORT RACK MOUNT BLK with Splice Tray and Cable spool	48
		LIU 24 PORT RACK MOUNT BLK with Splice Tray and Cable spool	27
		Supplying and fixing SC type single mode Duplex Adaptor as per specification in approved manner	380
		PIGTAIL SC SM SIMPLEX LENGTH- 1m	654
		PATCH CORD LC-SC SM DUPLEX LENGTH- 3m	156
<b>Casing - capping for cable (As per DSR)</b>			
<b>14(N)</b>		Casing capping 32 mm with all accessories on wall/ceiling (In Mtr.)	20000

	<b>Network Rack &amp; Accessories</b>		
<b>15(O)</b>		<b>Integrated Side Panel 9U Wall mount</b>	53
		Fan + Hardware Packet 10's pkt.	
		Spl. Wall mount A/c Box only to be used in wall mount racks.	
		1U Cable Manager Metal	
		<b>Integrated Side Panel 12U Wall mount</b>	9
		Fan + Hardware Packet 10's pkt.	
		Spl. Wall mount A/c Box only to be used in wall mount racks.	
		1U Cable Manager Metal	
		<b>Integrated Side Panel 42U network rack</b>	3
		Fan + Hardware Packet 10's pkt.	
		A/c Box 15 socket 5/15 Amp	4
		1U Cable Manager Metal	30
<b>16(P)</b>	<b>Network Administrator for 3 years</b>		
		Network administrator for 3 years, number of engineer's: two (2) (In Year)	3
	<b>Total Estimated Cost (Rs.)</b>		

21 PCMC MAIN BUILDING NETWORK DIAGRAM



Selection of Service Provider for establishing network & connectivity in the PCMC Offices



---

**22 LIST OF PCMC OFFICES FOR NETWORKING**

---

- 1) Pimpri Chinchwad Municipal Corporation Main Building Pimpri
- 2) YCM Hospital, Sant Tukaram Nagar Pimpri
- 3) A Zone Office, Nigadi Pradhikaran
- 4) B Zone office, Chinchwad
- 5) C Zone office, Nehru nagar
- 6) D Zone office, Wakad
- 7) E Zone Office, Panjar pol Bhosari
- 8) F Zone office, Nigdi
- 9) MNP Bhavan Tax office, Nehru nagar
- 10) Fire Brigade Nehru nagar
- 11) Rose Garden & work shop Nehru nagar
- 12) Anna Saheb Magar stadium Nehru nagar
- 13) ITI Centre Morwadi Pimpri
- 14) ITI Centre Kasarwadi
- 15) Five MSCIT centres
- 16) Zone Office Chinchwad
- 17) Hedgevar Bhavan Nigadi
- 18) Sector- 23 plant Nigadi
- 19) STP plant Kasarwadi
- 20) Thergaon Tax office thergaon



**Annexure B: Rate list for computation of Vendor Fee**

These rates shall be valid during the contract period i.e three years from the date of work order.

Sr. No.	Name of Components (A)	No. of Components/ Units (B)	Accepted unit rate as per Bid (C = Estimate rate x (100% +/- Rate below/ above)	Total cost of Components (D = B x C)

**AGREEMENT FOR SUPPLYING, COMMISSIONING, IMPLEMENTING & MAINTAINING OF IT INFRASTRUCTURE FOR ESTABLISHING NETWORK & CONNECTIVITY IN THE PCMC OFFICES**

**AGREEMENT**

Tender Notice No \_\_\_\_\_ dated \_\_\_/09/2014 accepted by the Commissioner dated \_\_\_/09/2014 and same is sanctioned by Hon'ble Standing Committee vide resolution No. dated \_\_\_/09/2014.

Articles of agreement entered into this day of \_\_\_\_\_ the month of \_\_\_\_\_ of the year Two Thousand Fourteen.

**BETWEEN**

Pimpri Chinchwad Municipal Corporation (hereinafter referred as "Corporation"), having its principal office at Pimpri Chinchwad Municipal Corporation main building, Pune Mumbai Road, Pimpri - 411018 and represented by Shri. Tanaji Shinde, the Additional Commissioner of Pimpri Chinchwad Municipal Corporation (hereinafter called the "Additional Commissioner") in which expression are included unless such inclusion is inconsistent with the context, his successor or successors for the time being holding the office of the Additional Commissioner and in view of the powers delegated to the Additional Commissioner by the Commissioner vide his Order no./ Admin/l/ws/730/92 dated 25.08.92, of ONE PART.

**AND**

\_\_\_\_\_, a company incorporated under the provisions of the Indian Companies Act, 1956 having its registered office at \_\_\_\_\_, through it's Director \_\_\_\_\_ aged about 33 years hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

WHEREAS,

- A. Pimpri Chinchwad Municipal Corporation (Corporation) intends to establish network and connectivity in the offices of PCMC and also manage and maintain the secured network.
- B. For this purpose, Corporation had invited competitive proposals from eligible Bidders for implementing the Project and in response thereto received proposals from several Bidders including the Vendor for implementing the Project.
- C. Corporation, after evaluating the aforesaid Proposals, accepted the Proposal submitted by the Vendor M/s. \_\_\_\_\_ for supplying, commissioning, implementing & maintaining the Project.
- D. Thereafter Corporation had issued Letter of Award bearing No. \_\_\_\_\_ dated /092014 to the Vendor and which has been acknowledged by Vendor's dated /09/2014.
- E. The Vendor shall supply, install and commission the networking components and maintain the network in PCMC offices during the Contract Period of 3 (three) years from the date of issue of work order.
- F. Corporation has executed this Agreement to assign to the Vendor, the rights and stating its obligations with respect to the Project.
- G. The Corporation confirms the receipt of the following from the Vendor:
  - a. Cash of Rs.3,83,863/- (Rupees Three Lakh Eighty three Thousand Eight hundred & Sixty three only) dated: \_\_\_\_\_ as Bid Security converted to Performance Security.
  - b. Fixed Deposit dated \_\_\_\_\_ for an amount of Rs. 19,19,318/- (Rupees Nineteen Lakhs Nineteen Thousand three hundred & Eighteen only ) as Performance Security, for the performance of the obligations of the Vendor under this Agreement.

In terms of the Work Order, the Parties hereto are required to enter into the Supply, Installation & Maintenance Agreement being these presents to record the terms, conditions and covenants.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

## **23 DEFINITIONS AND INTERPRETATIONS**

### **23.1 DEFINITIONS**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

“**Affected Party**” shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Article 33.

“**Agreement**” shall mean this Agreement with its recitals and schedules, and includes any amendments hereto made in accordance with the provisions hereof.

“**Applicable Law**” means and includes any statute, law, bye-law, rule, regulation, ordinance, judgment, order, decree, injunction, writs or orders of any court of record, clearance, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any Government Agency having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.

“**Applicable Permits**” shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the Vendor under Applicable Law, in connection with the Project during the subsistence of this Agreement.

“**Appointed Date**” shall mean the date of issue of work order.

“**Conditions Precedent**” shall have meaning as ascribed under Article 26.

“**Contract Period**” shall mean 3 (three) years from the Appointed Date( Work Order).

“**Dispute Resolution**” shall mean the procedure as mentioned Article 36.

“**Emergency**” shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Project Facilities or which poses an immediate threat of material damage to any of the Project Facilities.

“**Encumbrance**” shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Facilities.

“**Financial Year**” shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.

“**Force Majeure**” or “**Force Majeure Event**” shall mean an act, event, condition or occurrence as

specified in Article 33 of this Agreement.

“**GoM**” shall mean the Government of Maharashtra.

“**Good Industry Practice**” shall mean the exercise of that degree of skill, diligence, prudence, integrity and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of a project similar to that of the Project.

“**Government Agency**” shall mean Government of India (GoI), GoM, Corporation or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Parties, the Project Facilities or any portion thereof, or the performance of all or any of the services or obligations of the Vendor under or pursuant to this Agreement.

“**Letter of Allotment**” shall mean the letter issued by the Corporation to the successful bidder.

“**Maintenance Period**” shall commence after 06 months from the Appointed Date and end on the last day of the 36<sup>th</sup> month from the Appointed Date

“**Material Adverse Effect**” shall mean a material adverse effect on (a) the ability of the Vendor to exercise any of its rights to perform / discharge any of its duties / obligations under and in accordance with the provisions of this Agreement and / or (b) the legality, validity, binding nature or enforceability of this Agreement.

“**Material Breach**” shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

“**Network Establishment Certificate**” shall mean the certificate issued by the Project Officer for successful implementation & commissioning of networking and connectivity in PCMC head office, six Zonal offices and YCM Hospital. Failure to obtain the certificate within the Operation Period shall result in computation of penalty for deduction from the fee to be paid to Vendor for project implementation.

“**Operation Period**” shall commence from the date of issue of work order and shall end on the last day of the 06<sup>th</sup> month from the Appointed Date

“**Parties**” shall mean the parties to this Agreement and “**Party**” shall mean either of them, as the context may admit or require.

**“Performance Security”** shall mean the deposit provided by the Vendor as a guarantee for the performance of its obligations and is in accordance with Article 28.1.1.

**“Person”** shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, trust, unincorporated organisation, government or government body or any other legal entity.

**“Preliminary Notice”** shall mean the notice intended for termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

**“Project”** shall mean the Supplying, Commissioning, Implementation & Maintenance of IT infrastructure for establishing network (LAN, WAN) & connectivity in the PCMC Offices in accordance with the provisions of this Agreement.

**“Project Facilities”** shall mean the facilities and assets provided by the Corporation.

**“Proposals/ Request for Proposal (RFP)”** shall mean the Request for Proposal Document, issued by Corporation dated \_\_\_\_\_2014, to the interested bidders in the proposal stage, and the amendments and modifications made from time to time together with all Annexures, Schedules, along with such corrigendum, addendum, amendments which may be made from time to time.

**“Rupees”** or **“Rs.”** refers to the lawful currency of the Republic of India.

**“Standards of Reasonable and Prudent Vendor”** means the standards, practices, methods and procedures expected from a person seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the same type of undertaking under the same or similar circumstances and conditions including the conditions as contemplated by the Basic Documents.

**“Tax”** shall mean and includes all taxes, fees payable to the Corporation, stamp duty, cesses, levies that may be payable by the Vendor under Applicable Law.

**“Termination”** shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement whichever is earlier, but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

**“Termination Date”** shall mean the date specified in the Termination Notice as the date on which Termination occurs.

“**Termination Notice**” shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

“**Vendor**” shall mean M/s \_\_\_\_\_.

## 23.2 INTERPRETATION

In this Agreement, unless the context otherwise requires,

- a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- b. references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- c. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- d. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e. the words "include" and "including" are to be construed without limitation;
- f. any reference to day, month or year shall mean a reference to a Gregorian calendar day, month or year respectively;
- g. the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- h. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- i. references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- j. the damages payable by either Party to the other of them as set forth in this Agreement are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty;

- k. any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates;
- l. in case of any conflict or discrepancy in the articles/ clauses in the body of the Agreement and those in the schedules, the articles/ clauses in the body of the Agreement shall prevail.

## **24 GRANT AND ACCEPTANCE OF RIGHTS**

### **24.1 GRANT OF OPERATION AND MAINTENANCE RIGHTS**

Subject to and in accordance with the terms and conditions set forth in this Agreement, Corporation hereby grants and authorises the Vendor to undertake the scope of services, and to exercise and enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set forth in this Agreement (“Operation and Maintenance Rights”).

### **24.2 PERIOD OF RIGHTS**

The Rights hereby granted for the Project are for a maximum period of 3 (three) years commencing from the Appointed Date or till the Termination Date, whichever is earlier.

### **24.3 ACCEPTANCE OF RIGHTS**

In consideration of the rights, privileges and benefits conferred upon the Vendor, and other good and valuable consideration expressed herein, the Vendor hereby accepts the Rights and agrees and undertakes to perform / discharge all of its obligations in accordance with the provisions hereof.

## **25 HANDOVER OF PROJECT FACILITY**

### **25.1 HANDOVER OF PROJECT FACILITY**

- (a) Corporation shall, within 15 (fifteen) days of the Appointed Date, handover to the Vendor on an as-is-where-is basis, peaceful physical possession of the Project Facility i.e. details of office premises, existing computer machine, server & networking equipment's free from encumbrance, for the purpose of implementing the Project.
- (b) Upon the Project Facility being handed over pursuant to the preceding sub-article (a), the Vendor shall, subject to the provisions of Article 28 have the right to use the same in accordance with the provisions of this Agreement.

### **25.2 RIGHTS, TITLE AND USE OF THE PROJECT SITE**

- (a) The Vendor shall have the right to use the Project Facilities for the purpose of implementing the Project in accordance with the provisions of this Agreement and for this purpose, it may regulate the entry into and use of the same by third parties.



- (b) The ownership of the Project Facilities shall be and continue to be of the Corporation.
- (c) If the Vendor is not in default of this Supply, Installation & Maintenance Agreement during the course of the Contract Period then the Corporation may renew the right to extend the Contract Period.
- Provided such renewal shall be considered only if the Vendor approaches the Corporation six months before the expiry of the Contract Period and that such renewal of the right is subject to Corporation's review and approval.
- Provided further that such renewal shall be applicable as per the conditions and rates applicable and in effect at the time of such renewal, or as per the rates and conditions sought appropriate by the Corporation.
- (d) The Vendor shall not create any Encumbrance on the whole or any part of the Project Facilities save and except as set forth and permitted under this Agreement.
- (e) The Vendor shall not, without the prior written approval of Corporation, use the Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.
- (f) The Corporation shall have the right to access and inspect the Project Facilities during the Contract Period without any prior notice of the Vendor.

Provided that such access or use shall not result in a Material Adverse Effect and that Corporation shall, in the event of any physical damage to the Project Facilities on account thereof, ensure that the Project Facilities are promptly restored at its cost and expenses.

### **25.3 PEACEFUL POSSESSION**

Corporation hereby warrants that:

- (a) The Project Facility
- i. has been acquired through the due process of law
  - ii. is vested with Corporation
- (b) The Vendor shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession of the Project Facility.

In the event the Vendor is obstructed by any Person claiming any right, title or interest in or over the Project Facility or any part thereof or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Project Facilities or any part thereof, Corporation shall, if called upon by the Vendor, defend such claims and proceedings and also keep the Vendor indemnified against any consequential loss or damages which the Vendor may suffer, on account of any such right, title, interest or charge.

#### **25.4 APPLICABLE PERMITS**

The Vendor shall obtain and maintain the Applicable Permits and adhere to Applicable Law in such sequence as is consistent with the requirements of the Project. The Vendor shall be responsible and shall be in compliance with the terms and conditions subject to which Applicable Permits have been issued.

### **26 CONDITIONS PRECEDENT**

#### **26.1 RESPONSIBILITIES OF THE VENDOR**

The Vendor shall fulfil the following conditions precedent within 15(fifteen) days from the Appointed Date:

- (a) The Vendor shall have provide a Performance Security in favour of Corporation for a sum of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_ only) in the form of Fixed Deposit from a scheduled or a nationalised bank for the Project at the time of signing of the Agreement.
- (b) The Vendor shall have produced the proof of requisite manpower required to undertake the Project.
- (c) The Vendor shall have submitted a work plan to execute the Project and have obtained approval from PCMC.
- (d) The Vendor shall also have received the applicable permits and clearances from concerned authorities under relevant laws applicable if any.

#### **26.2 RESPONSIBILITIES OF CORPORATION**

Corporation shall fulfil the following conditions precedent within 15 (fifteen) days from the Appointed Date:

- (a) Corporation shall have provided support to the Vendor in obtaining timely approvals, permissions and authorisations for performance of obligations for the Project.
- (b) Corporation shall handover the Project Facility to the Vendor within 15 (fifteen) days from the Appointed Date on an “as-is-where-is basis” condition for use during the Contract Period for the purpose of the Project free of any charges.

#### **26.3 COST OF SATISFYING THE CONDITIONS PRECEDENT**

The cost of satisfying the above conditions precedent shall be borne by the respective Parties responsible for satisfaction of the Conditions Precedent.

#### **26.4 NON- FULFILMENT OF THE CONDITIONS PRECEDENT**

- (a) In case of non-fulfilment of the conditions precedent attributable to reasons beyond the control of the Vendor or Corporation, the period for satisfaction of Conditions Precedent may be extended by the discretion of the Corporation.
- (b) If any of the conditions precedent contemplated in Article 26.1 and 26.2 has not been satisfied in full or has not been waived, within the time stipulated or from such extended time that the Parties may agree upon, then and in such event either party shall have the right to terminate this Agreement by giving 30 (thirty) days notice in writing to the other party, given at any time thereafter, but prior to such conditions precedent being satisfied or waived, and if the conditions precedent are not satisfied or waived within such notice period, upon expiry of such notice, this Agreement shall terminate.
- (c) If the Agreement is terminated due to non-satisfaction of Conditions Precedent set forth in Article 26.1, the Vendor shall not be compensated in any manner what so ever, the Performance Security shall be released to the Vendor after deducting necessary charges.
- (d) If the Agreement is terminated due to non-satisfaction of Conditions Precedent set forth in Article 26.2 and Article 26.1(a), then Corporation shall release the Performance Security.

#### **27 PROJECT OFFICER**

The Corporation shall nominate a System Analysis for being in charge of all the monitoring activity at the Project Facilities shall act as the Project Officer. Such Project Officer shall be stationed at the head office of the Corporation.

The Project Officer shall facilitate smooth implementation and operation of the Project. Broadly the role of the Project Officer during the Contract Period is to monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Vendor so as to ensure compliance with the Vendor's Obligations as mentioned in this Agreement.

The Project Officer shall, in the ordinary course, maintain a record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:

- a. Inspections undertaken and notices/ instructions issued to the Vendor;
- b. Force majeure events;
- c. Breaches and defaults by the parties.

#### **28 VENDOR'S OBLIGATIONS**

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Vendor shall have the following obligations:

## 28.1 FINANCIAL OBLIGATIONS

### 28.1.1 Performance Security

- (a) The Vendor shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to Corporation, simultaneously with the execution of this Agreement, a fixed deposit from a scheduled or nationalised bank acceptable to Corporation, in favour of Corporation, ("Performance Security") for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). All charges, fees, costs and expenses for providing the Performance Security in the form of a fixed deposit shall be borne and paid by the Vendor.
- (b) The Vendor agrees that the Performance Security shall be kept valid for a period of 3(three) years and 6 (six) months from the Appointed Date.

Provided that if the Agreement is terminated due to any event other than a Vendor Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to Corporation's right to receive amounts, if any, due from the Vendor under this Agreement, be duly discharged and released to the Vendor.

## 28.2 OPERATIONAL OBLIGATIONS

### 28.2.1 Project Implementation

- a. The Vendor shall establish network & connectivity at PCMC Head Office, Six Zonal Offices and Yashwantrao Chavan Memorial Hospital (YCMH) and obtain Network Establishment Certificate from the Project Officer of PCMC within 6 month from the Appointed Date. Failure to obtain the Network Establishment Certificate within 6 month from the Appointed Date will be interpreted as delay in completion of work and shall form sufficient ground to levy penalty by the Project Officer.
- b. Make at its cost all arrangements to observe and fulfil the requirements under the Applicable Law and Applicable Permits;
- c. Implement the Project in accordance with the scope of work provided in the RFP document (i.e Section 3.2 of RFP). The list of PCMC offices for establishing network & connectivity is represented as **Annexure A** with this Agreement.
- d. The Vendor shall report on a regular basis to the Project Officer its performance of the scope of work along with tasks undertaken and outputs submitted.
- e. The Vendor shall also operate and maintain the Project Facilities in accordance with the standards of reasonable and prudent Vendor, do all such acts, deeds and things necessary and expedient including, without limitation obtaining all the approvals required for the operation and maintenance of the Project Facilities in accordance with Applicable Law.

- f. For the avoidance of doubt, it is hereby clarified that the Vendor shall be responsible for the operation and maintenance of the Project Facilities, and shall ensure that no damage or loss is caused to the Project Facilities;
- g. If the Corporation undertakes any activity as mentioned under Article 35 after the expiry or termination of the Contract period, then the Vendor shall not have any right to oppose the same.
- h. The Vendor shall during the maintenance period shall carryout the scope of services as per Section 3.2 of RFP.

### **28.3 GENERAL OBLIGATIONS**

The Vendor shall at its own cost and expense:

- a. shall not do or permit any activity on the Project Site which may be nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises adjacent or in and around the vicinity.
- b. shall at the expiry of the Contract Period or on the termination of this Agreement, whichever is earlier, hand back vacant and peaceful possession of all the Project Facilities to the Corporation free of cost and in good operable condition in accordance with provision mentioned under Article 35.
- c. the stamp duty payable in respect of this Agreement shall be borne by the Vendor. Also the registration charges payable in respect of this Agreement and the duplicate thereof shall be borne by the Vendor. The Vendor shall retain the duplicate of this Agreement and the original shall remain with the Corporation. The Supply, Installation & Maintenance Agreement shall be registered at the applicable jurisdiction area, where such registration is under the provision of the Indian Registration Act.
- d. procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- e. make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies the Corporation against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall the Corporation be treated as employer in this regard;
- f. be responsible for all the health, security, environment and safety aspects of the Project at all times;

- g. upon receipt of a request thereof, afford access to the Project Facilities to the authorised representatives of Corporation for the purpose of ascertaining compliance with the terms and conditions of this Agreement;

#### 28.4 NO BREACH OF OBLIGATIONS

The Vendor shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- a. Force Majeure Event, subject to Article 33;
- b. Corporation Event of Default;
- c. Compliance with the instructions of the Corporation or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Vendor of any of its obligations hereunder.

### 29 CORPORATION'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Corporation shall have the following obligations:

Corporation within its purview shall:

- a. Provide Vendor with the Project Facilities
- b. Bear all cost of electricity utilised for the Project in the Project Area
- c. Bear all cost of Project Facilities
- d. Observe and comply with all its obligations set forth in this Agreement

### 30 FEE

#### 30.1 COMPUTATION OF FEE

Subject to the provisions of this Agreement and in consideration of the Vendor accepting the Contract for the Contract Period for undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, the Fee to be paid by the Corporation to the Vendor shall be computed as follows:

$$F = \{(0.75 \times [(Ru1 \times Nu1) + (Ru2 \times Nu2) + \dots]) + \{0.25 \times [(Ru1 \times Nc1) + (Ru2 \times Nc2) + \dots]\} + \{Nm \times Mc\} - P$$

*Where*

F = Fee to be paid to the Vendor

Ru = Unit Rate of the component supplied as per Annexure B

Nu = Number of components supplied as per Annexure B

Nc = Number of components installed & commissioned as per Annexure B

Nm = Number of mandays for providing manpower

Mc = Manpower cost per manday as per Annexure B

P = Penalty

During the Maintenance Period the terms of the payment and the rate of payment for the project work shall be as per the Fee computation formula indicated above and terms of this agreement accepted by PCMC.

### 30.2 FEE PAYMENT SCHEDULE

The Corporation shall make payments to the Vendor on monthly basis based on the satisfactory work carried out during that period.

### 30.3 MECHANISM OF PAYMENT

The Corporation shall pay to the Vendor the fee, on the Vendor submitting the necessary invoice to the Corporation. The Project Officer after validation of the invoice shall release the fee.

### 30.4 PENALTIES

The supply, installation and commissioning of the network and connectivity in the PCMC offices shall be monitored by the Project Officer. In case of non-satisfactory performance of the Vendor, the Penalty to be deducted from the Fee paid to the Vendor shall be calculated as indicated below.

$$P = [(Nd \times 1000)] + [(Na/Nm) \times Rd]$$

P = Penalty in Rupees to be deducted from the Fee paid to Vendor

Nd = Number of days after 180<sup>th</sup> day from the Appointed Date and before the issue of Network Establishment Certificate by the Project Officer

Na = Number of man days the manpower is unavailable in the Fee computation period

Nm = Number of man days in the Fee computation period

Rd = Rate per man day for providing the manpower

One Man days for this agreement shall be a person available for a day at work site. max man day allowed for a day of work is 2 man days since the vendor is expected to supply mandatory

only two network engineer as per the agreement. If one person is available for the day then it shall be treated as 0.5

Man day.

During the Maintenance Period, the penalty shall be calculated according to the above formula for calculating penalty during the Operation period.

### **31 CONFIDENTIALITY**

The Vendor acknowledges that during the execution of this engagement, it may receive/obtain information from the Client, which is confidential or is designated by the Corporation as confidential. The Vendor agrees that (i) it shall keep in trust and confidence all such confidential information; and (ii) use/ reproduce confidential information only to perform its obligation under this Project (iii) shall not access any information through use of external hard drives such as pen-drive or other storage devices. The Vendor agrees that any breach of confidentiality shall allow the Corporation to take all the necessary action against the Vendor at any point of time even beyond the Termination/ expiry of the Contract Period.

### **32 INDEMNITY**

- a. The Vendor agrees to indemnify and hold harmless Corporation and its officers and employees (each a "Corporation Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorneys' fees and disbursements) and expenses (collectively, "Losses") to which Corporation Indemnified Party may become subject, insofar as such Losses directly arise out of, in any way relate to, or result from:

i.any mis-statement or any breach of any representation or warranty made by Vendor or

ii.the failure by Vendor to fulfil any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Vendor or

iii.any claim or proceeding by any third party against Corporation arising out of any act, deed or omission by the Vendor.

For the avoidance of doubt, indemnification of Losses pursuant to this article shall be made in an amount or amounts sufficient to restore each Corporation Indemnified Party to the financial position it would have been in had the Losses not occurred.

- b. Any payment made under this Agreement pursuant to an indemnity or claim for breach of any provision of this Agreement shall be net of applicable Taxes.



### 33 FORCE MAJEURE

#### 33.1 FORCE MAJEURE EVENT

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

- a. earthquake, flood, inundation and landslide
- b. storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- c. fire caused by reasons not attributable to the Vendor or any of the employees of the Vendor for purposes of the Project;
- d. acts of terrorism;
- e. strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Vendor
- f. war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure or delay caused by the events mentioned in this sub clause for which no offsetting compensation is payable to the Vendor
- g. action of a Government Agency having Material Adverse Effect including but not limited to
  - i. acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project / Project Facilities or any part thereof or of the Vendor's rights in relation to the Project,
  - ii. any judgement or order of a court of competent jurisdiction or statutory authority in India made against the Vendor in any proceedings which is non-collusive and duly prosecuted by the Vendor, and
  - iii. any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Vendor's breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgement or order of a Governmental Agency or of any contract by which the Vendor as the case may be is bound.

- h. early termination of this Agreement by Corporation for reasons of national emergency or national security.

### **33.2 EXCLUSIONS FROM FORCE MAJEURE EVENT**

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

- a. Unavailability, equipment's/ machines for the Project;
- b. An indirect effect on the operations of the Project
- c. Non- performance resulting from normal wear and tear typically experienced in a Project of this kind; and non- performance caused by, or connected with, the non-confirming party's (a) negligent or intentional acts, errors or omission (b) failure to comply with any of the Laws of India, or (c) breach of, or default under this Agreement.

### **33.3 NOTICE OF FORCE MAJEURE EVENT**

- a. As soon as practicable and in any case within 7 (seven) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the Corporation if applicable and the other party of the same setting out, inter alia, the following in reasonable detail:
  - i. the nature and extent of the Force Majeure Event;
  - ii. the estimated Force Majeure Period;
  - iii. the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
  - iv. the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
  - v. any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
- b. As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding clause (a), the Parties shall along with the Corporation if applicable meet and hold discussions in good faith and where necessary conduct physical inspection / survey of the Project Facilities in order to:
  - i. assess the impact of the underlying Force Majeure Event,
  - ii. to determine the likely duration of Force Majeure Period and,
  - iii. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.
- c. The Affected Party shall during the Force Majeure Period provide to the other Party regular (not less than weekly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the other Party may reasonably require.
- d.

### **33.4 PERFORMANCE OF OBLIGATIONS**

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a. due notice of the Force Majeure Event has been given as required by the preceding Article 33.3;
- b. the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c. the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facilities / as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- d. when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;
- e. the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and
- f. any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

### **33.5 TERMINATION DUE TO FORCE MAJEURE EVENT**

#### **a. Termination**

If a Force Majeure Event, excluding events described under Articles 33.1 (g) and 33.1 (h), continues or is in the reasonable judgement of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.

Notwithstanding anything inconsistent contained in this Agreement, if a Force Majeure Event is an event described under Articles 33.1 (g) or 33.1 (h), and the same subsists for a period exceeding 365 days, then either Party shall be entitled to terminate this Agreement.

Provided that the Corporation may at its sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under Articles 33.1 (g) or 33.1 (h).

**b. Termination Notice**

If any Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding sub clause (a), it shall issue Termination Notice setting out ;

- i. in sufficient detail the underlying Force Majeure Event;
- ii. the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- iii. the estimated Termination Payment including the details of computation thereof and;
- iv. any other relevant information.

**c. Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- i. the Termination Payment, if any, payable by the Corporation in accordance with the following sub clause (d) is paid to the Vendor on the Termination Date and
- ii. the Project Facilities are handed back to the Corporation by the Vendor on the Termination Date free from all Encumbrance.

**d. Termination Payment**

Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to the Vendor by the Corporation in accordance with the following:

- a. If the Termination is due to a Force Majeure Event, described under Articles 33.1(a) to 33.1(h), no Termination Payment shall be made by the Corporation to the Vendor but, the Vendor shall be entitled to receive, the Performance Security.

Provided the Corporation shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Corporation from the Vendor as on the Termination Date.

### **33.6 LIABILITY FOR OTHER LOSSES, DAMAGES ETC.**

Save and except as expressly provided in this Article 33, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

## **34 EVENTS OF DEFAULT AND TERMINATION**

### **34.1 EVENTS OF DEFAULT**

Event of Default shall mean either Vendor Event of Default or the Corporation Event of Default or both as the context may admit or require.

#### **a. Vendor Event of Default**

Any of the following events shall constitute an Event of Default by the Vendor ("Vendor Event of Default") unless such event has occurred as a result of one or more reasons set out under No Breach of Obligations mentioned under Article 28.4

- a. The Vendor is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 30 (thirty) days from the date of Preliminary Notice, subject to Article 34.2;
- b. Any representation made or warranty given by the Vendor under this Agreement is found to be false or misleading;
- c. A resolution for voluntary winding up has been passed by the shareholders of the Vendor;
- d. Any petition for winding up of the Vendor has been admitted and liquidator or provisional liquidator has been appointed or the Vendor has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of Corporation, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Vendor under this Agreement;
- e. A default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance from the Vendor and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
  - i. The Vendor has abandoned the Project Facilities;
  - ii. The Vendor has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
  - iii. The Vendor has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 (ninety) days.

**b. Corporation Event of Default**

Any of the following events shall constitute an event of default by Corporation ("Corporation Event of Default"), when not caused by a Vendor Event of Default or Force Majeure Event:

- a. The Project Facility has not been handed over to the Vendor within 15 (fifteen) days from the Appointed Date;
- b. The Corporation is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Vendor;
- c. The Corporation has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- d. Any representation made or warranties given by the Corporation under this Agreement has been proved to be false or misleading.

**34.2 TERMINATION DUE TO EVENT OF DEFAULT**

**a. Termination for Vendor Event of Default**

- i. Without prejudice to any other right or remedy which Corporation may have in respect thereof under this Agreement, upon the occurrence of a Vendor Event of Default, Corporation shall be entitled to terminate this Agreement in the manner as set out under Article 34.2(a)(ii)
- ii. If Corporation decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the Vendor. Within thirty (30) days of receipt of the Preliminary Notice, the Vendor shall submit to Corporation in sufficient detail, the manner in which it proposes to cure the underlying Event of Default if any (the "Vendor's Proposal to Rectify"). In case of non-submission of the Vendor's Proposal to Rectify within the said period of 30 (thirty) days, the Corporation shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Payment and Performance Security, if subsisting.

If the Vendor's Proposal to Rectify is submitted within the period stipulated thereof, the Vendor shall have further period of 30 (thirty) days to remedy / cure the underlying Event of Default ("Cure Period"). If, however the Vendor fails to remedy / cure the underlying Event of Default within such further period allowed, Corporation shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate the, Payment and Performance Security, if subsisting.

**b. Termination for Corporation Event of Default**

- i. Without prejudice to any other right or remedy which the Vendor may have in respect thereof under this Agreement, upon the occurrence of Corporation Event of Default, the Vendor shall be entitled to terminate this Agreement by issuing Termination Notice.
- ii. If the Vendor decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to Corporation. Within 30 (thirty) days of receipt

of Preliminary Notice, Corporation shall forward to the Vendor its proposal to remedy/ cure the underlying Event of Default ("Corporation Proposal to Rectify"). In case of non submission of Corporation Proposal to Rectify within the period stipulated therefore, Vendor shall be entitled to terminate this Agreement by issuing Termination Notice.

- iii. If Corporation Proposal to Rectify is forwarded to the Vendor within the period stipulated therefore, Corporation shall have further period of 30 (thirty) days to remedy / cure the underlying Event of Default. If, however Corporation fails to remedy / cure the underlying Event of Default within such further period allowed, the Vendor shall be entitled to terminate this Agreement by issuing Termination Notice.

**c. Termination Notice**

If a Party having become entitled to do so decide to terminate this Agreement pursuant to the preceding sub article (a) or (b), it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Event of Default;
- ii. the Termination Date which shall be a date occurring not earlier than 60 (sixty) days from the date of Termination Notice;
- iii. the estimated termination payment including the details of computation thereof; and,
- iv. any other relevant information.

**d. Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- i. until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities;
- ii. the termination payment, if any, payable by Corporation in accordance with the following sub - article (f) is paid to the Vendor on the Termination Date; and
- iii. the Project Facilities are handed back to Corporation as instructed by Corporation, by the Vendor on the Termination Date free from any Encumbrance along with any payment that may be due by the Vendor to the Corporation.

**e. Withdrawal of Termination Notice**

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs / consequences occasioned by the Event of Default, which caused the issue of Termination Notice.

**f. Termination Payments**

- i. Upon Termination of this Agreement on account of Vendor Event of Default, Vendor shall not be entitled to receive any termination payment from Corporation and the Performance Security shall be invoked by the Corporation.
- ii. Upon Termination of this Agreement on account of the Corporation Event of Default, Corporation shall release the Performance Security if subsisting.

Provided the Corporation shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Corporation from the Vendor as on the Termination Date.

**34.3 RIGHTS OF CORPORATION ON TERMINATION**

- a. Upon Termination of this Agreement for any reason whatsoever, Corporation shall upon making the Termination Payment, if any, to the Vendor, have the power and authority to:
  - i. enter upon and take possession and control of the Project Facilities forthwith;
  - ii. prohibit the Vendor and any person claiming through or under the Vendor from entering upon / dealing with the Project Facilities;
  - iii. shall have the right over the payments which are liable to be paid to Corporation as per the terms of this Agreement.
- b. Notwithstanding anything contained in this Agreement, Corporation shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Vendor/ contractor in connection with the Project, and the hand back of the Project Facilities by the Vendor to Corporation shall be free from any such obligation.

**34.4 ACCRUED RIGHTS OF PARTIES**

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.



## **35 HANDBACK OF PROJECT SITE**

### **35.1 OWNERSHIP**

Subject to the terms of the Agreement, the ownership of the Project Facilities, including all improvements made therein by the Vendor, shall at all times vest with the Corporation.

### **35.2 VENDOR'S OBLIGATIONS**

- i. The Vendor shall on the date of expiry or termination of the Contract Period, hand back vacant and peaceful possession of the Project Site with all the Project Facilities to the Corporation free of cost and in good operable condition as per terms of this Agreement and Vendor agrees that the Corporation shall not be required to issue any notice to the Vendor for handover upon such termination or expiry of the Contract Period. It shall also include all the application code and licenses being developed or procured for the implementation of scope of services as per section 20 and section 3 of the RFP (Part 1 Request for Proposal)
- ii. At least three months before the expiry of the Contract Period, the Vendor should notify all the occupants and users in the Project Facilities about the date of the expiry of the Agreement and the hand back of the Project Facilities to the Corporation and shall notify Corporation's rights and powers as mentioned under Article 35.3 after the expiry of the Contract Period.
- iii. At least 6 months before the expected expiry of the Contract Period, a joint inspection of the Commercial Facility shall be undertaken by Corporation and Vendor. The Corporation shall, within 45 (forty five) days of such inspection prepare and furnish to the Vendor a list of works/jobs ("Commercial Facility Hand back Requirements"), if any, to be carried out. The Vendor shall promptly undertake and complete such works/jobs at least three months prior to the expected expiry of the Contract Period and ensure that the Commercial Facility continues to meet such requirements until the same are handed back to the Corporation.
- iv. The Corporation shall, within 45 (forty five) days of the joint inspection undertaken under preceding sub-article prepare and furnish to the Vendor a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to the Corporation.
- v. The Vendor hereby acknowledges Corporation's rights specified in Article 34.3 and Article 35.3 enforceable against it upon the expiry and Termination and its corresponding obligations arising there from. The Vendor undertakes to comply with and discharge promptly all such obligations.
- vi. The Vendor undertakes to incorporate the rights and powers of the Corporation as per terms of this Agreement and also specifically those in Article 34.3 and Article 35.3 into all agreements which the Vendor shall enter into with the End user/ Occupants for grant of right to use of the commercial space developed on the project site and Vendor shall be responsible and liable for ensuring compliance of such terms by all such occupants and users.

### **35.3 CORPORATION'S RIGHTS**

- i. The Corporation shall have exclusive possession and control of the Project Facilities after the expiry of the Contract Period or the termination of Agreement. For the purpose of clarity, Contract Period shall expire on 12.00 am on the expiry date or termination date of the Agreement.
- ii. It is expressly agreed that upon the expiry or termination of the Contract period the Vendor and any person claiming through or under the Vendor are prohibited from having access to Project Facilities and dealing with or any part thereof and the Corporation shall be entitled to prevent any such access or entry;
- iii. The Corporation shall immediately after the expiry date or Termination of the Contract Period shall have the right to evict the Vendor/ Occupants/ End users/ from the Project Facilities without any further notice to any such persons and the Corporation shall be entitled to forcefully remove any such persons and their materials from the project site and such persons shall not be entitled make any to claim any damages as a result of any action by the Corporation.
- iv. After the end of the expiry or Termination of the Contract Period the continued occupation or use of Project site and Project Facilities by the Vendor/ any Occupant/ End user shall be considered as illegal and unauthorised occupation upon the property of the Corporation and Vendor shall liable to pay Liquidated Damages to the Corporation for an amount of Rs. 5,000/- (Rs. Five Thousand only) per day till the date of eviction of the Vendor/ any Occupant/ End user and resumption of exclusive and vacant possession by the Corporation.  
  
Further, to the Liquidated damages, the Performance Security if subsisting shall be encashed. The Vendor shall also be liable to pay any costs or expenses incurred by the Corporation for taking over the Project Facilities in case the Project Facilities are not handed in a vacant position by the Vendor on expiry of the Contract period.
- v. The Corporation shall not notify and is not obliged to notify the Vendor / End user / Occupants about the action to takeover the Project Facilities on the date of the expiry of the Contract Period and the Corporation shall not in any manner whatsoever be liable for any liabilities, claims, damages, losses, etc arising from such action for takeover of Project Facilities.
- vi. The Corporation shall be entitled to recover from the Vendor all costs and expenses incurred for taking over the Project Facilities in the event the Vendor does not handover vacant the same to the Corporation immediately upon expiry or Termination of the Contract Period.

## **36 DISPUTE RESOLUTION**

### **36.1 AMICABLE RESOLUTION**

- a. Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.

- b. The Parties may refer such Dispute to the Corporation, for amicable settlement. Upon such reference, the Parties shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to the coordination committee in accordance with the provisions of Article 36.2 below.

### **36.2 RESOLUTION THROUGH COORDINATION COMMITTEE**

- a. Procedure

Subject to the provisions of Article 36.1, any Dispute which is not resolved amicably shall be finally settled by the coordination committee which shall comprise of the Additional Commissioner and Joint Commissioner (Store) of Corporation and the representative of the Vendor. The coordination committee shall be chaired by the Commissioner of Corporation. The place of resolution shall be at Corporation building at Pimpri.

- b. English Language

The request for resolution, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

- c. Enforcement of Award

The Parties agree that the decision or award from the Commissioner shall be final and binding upon the Parties.

### **36.3 PERFORMANCE DURING DISPUTE**

Pending the submission of and/or decision on a Dispute and until the award is published; the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

## **37 REPRESENTATIONS AND WARRANTIES**

### **37.1 REPRESENTATIONS AND WARRANTIES OF THE VENDOR**

The Vendor represents and warrants to Corporation that:

- a. it is duly organised, validly existing and in good standing under the laws of India;
- b. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

- c. it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- d. it has the financial standing and capacity to undertake the Project;
- e. this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Vendor's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- g. there are no actions, suits, proceedings or investigations pending or to the Vendor's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute Vendor Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- i. it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j. subject to receipt by the Vendor from Corporation of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Vendor in and to the Project Facilities shall pass to and vest in Corporation on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Vendor;
- k. no representation or warranty by the Vendor contained herein or in any other document furnished by it to Corporation or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- l. no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Vendor to any person to procure the Development Rights.
- m. Without prejudice to any express provision contained in this Agreement, the Vendor acknowledges that prior to the execution of this Agreement, the Vendor has after a complete and careful examination made an independent evaluation of the Project and the information provided by the Corporation, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Vendor in the course of performance of its obligations hereunder.

- n. The Vendor also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that Corporation shall not be liable for the same in any manner whatsoever to the Vendor.

### **37.2 REPRESENTATIONS AND WARRANTIES OF CORPORATION**

Corporation represents and warrants to the Vendor that:

- a. Corporation has the full power and authority to grant the Development Rights;
- b. Corporation has taken all the necessary action to authorise the execution, delivery and performance of this Agreement;
- c. This Agreement constitutes Corporation's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- d. There are no suits or other legal proceedings pending or threatened against Corporation in respect of the Project Site / Project Facilities.

### **37.3 OBLIGATION TO NOTIFY CHANGE**

In the event that any of the representations or warranties made / given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

## **38 MISCELLANEOUS**

### **38.1 ASSIGNMENT AND CHARGES**

- a. The Vendor shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the Corporation.
- b. The Vendor shall not create nor permit to subsist any Encumbrance over the Project Facilities except with prior consent in writing of the Corporation, which consent the Corporation shall be entitled to decline without assigning any reason whatsoever.
- c. Restraint set forth in clauses (a) and (b) above shall not apply to:
  - i. Liens / encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Vendor;
  - ii. Pledges / hypothecation of goods / moveable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
  - iii. assignment of Vendor's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

### **38.2 INTEREST AND RIGHT OF SET OFF**

- a. Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at prevailing benchmark prime lending rate (SBAR) of State Bank of India per annum plus 2% from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.
- b. Provided the stipulation regarding interest for delayed payments contained in this Article 38.2 shall neither be deemed nor construed to authorise any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

### **38.3 GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of India. The Courts at Pimpri shall have jurisdiction over all matters arising out of or relating to this Agreement.

### **38.4 WAIVER**

- a. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
  - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
  - ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
  - iii. shall not affect the validity or enforceability of this Agreement in any manner.
- b. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this Agreement.

### **38.5 SURVIVAL**

Termination of this Agreement

- a. shall not relieve the Vendor, the Corporation of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or

damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

**38.6 AMENDMENTS**

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

**38.7 NOTICES**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to the Corporation:

Authorised Representative

The Corporation

\_\_\_\_\_  
\_\_\_\_\_

If to the Vendor:

Authorised Representative,

\_\_\_\_\_

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

- i. in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address, and
- ii. in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

**38.8 SEVERABILITY**

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

**38.9 LANGUAGE**

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**38.10 EXCLUSION OF IMPLIED WARRANTIES ETC.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

**38.11 COUNTERPARTS**

This Agreement may be executed in six counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

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

Party of the First Part

Additional Commissioner  
Pimpri Chinchwad Municipal Corporation  
Pimpri - 411018

Party of the Second Part

(Mr. /Smt. \_\_\_\_\_)  
Director, \_\_\_\_\_.

**Witnesses**

1)

2)