

E-TENDER NOTICE
FOR
“EXPRESSION OF INTEREST FOR PROVIDING LAST MILE CONNECTIVITY TO
VARIOUS COMPANIES AT MIHAN NOTIFIED AREA”

TENDER DOCUMENT



Maharashtra Airport Development Company Ltd.

(A Govt. of Maharashtra Undertaking)

CIN: U45203MH2002SGC136979

Head Office

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Tender Notice



Maharashtra Airport Development Company Ltd.

(A Government of Maharashtra Undertaking)

CIN : U45203MH2002SGC136979

8th Floor, Centre-1, World Trade Centre, Cuffe Parade, Mumbai

TENDER NOTICE

MADC invites bid for following at MIHAN Nagpur :

- a) Leasing of four plots for Industrial, Residential Cum Commercial, Star Hotel & Hospital purpose, outside SEZ area Nagpur
- b) Providing Internet Services through optic fibre cable to various companies at MIHAN.

The e-tender documents can be downloaded from
www.mahatenders.gov.in from **09.04.2021 at 11.00 IST**

Vice Chairman and Managing Director

Name of Work: - Invitation of Expression of Interest for Providing Last Mile Connectivity to various Companies at MIHAN Notified Area

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NOTICE INVITING TENDER (NIT)

MAHARASHTRA AIRPORT DEVELOPMENT COMPANY LIMITED (MADC) invites Expression of Interest for providing Last Mile Connectivity to various Companies at MIHAN Notified Area. Documents are to be submitted online to the e-Tendering portal of Maharashtra Airport Development Company Ltd. i.e. <http://mahatenders.gov.in> in Two-folder system, before the prescribed date & time.

Sr. No.	Items	Description
1	Tender /Bid No.	CE/MADC/MIHAN/Tender/2021/011
2	Name of the Project	Expression of Interest for Providing Last Mile Connectivity (Fiber optic) to Various Companies at MIHAN Notified Area
3	License Fee	Base Price of Rs.2,30,000/- per month
4	Period of License	From the date of issue of work order till 31/03/2044
5	Cost of Bid Document	Rs.25,000/- (Rupees Twenty Five Thousand Only) Plus GST @ 18% in the form of DD from any Nationalized / Scheduled Bank in favor of “ Maharashtra Airport Development Company Ltd. ” Payable at Nagpur.
6	EMD & Tender Document Fees to be paid separately via Two Different Demand Drafts	Rs. 5,00,000/- (Rupees Five Lacs Only) in the form of DD from any Nationalized in favor of “ Maharashtra Airport Development Company Ltd. ” Payable at Nagpur
7	Bid Document Download Start / Expiry Date & Time	As per e-tender portal Start Date: 9 th April, 2021 at 11:00hrs IST Expiry Date: As per E-Tender Portal Please visit the below mentioned e-Tendering website https://mahatenders.gov.in => By selecting “ Tenders by Organisation ” => Search “ Maharashtra Airport Development Company Ltd. ”
8	Last date to send queries	As per e-tender portal All the queries should be submitted before the pre-bid meeting, through email only with subject line as follows: “Pre-Bid queries - <Agency’s Name>”. Pre-Bid queries to be emailed to marketing.mihan@gmail.com
9	Pre Bid Meeting	As per e-tender portal at MADC, 1 st Floor, B Wing, North, Central Facility Building, MIHAN SEZ, Khapri (Rly), Nagpur. 441108

10	Last date for e-submission of bids (Bid Due Date)	As per e-tender portal
11	Hard Copy Submission of EMD and Bid document cost(to be submitted separately in the form of DD drawn on any schedule/nationalized bank in favour of MADC Ltd., payable at Nagpur.) along with the Letter of Transmittal (Exhibit I).	On or before 10 th May till 17:00 hrs IST at the office of the Vice Chairman & Managing Director, MADC, 1 st Floor, B Wing, North, Central Facility Building, MIHAN SEZ, Khapri (Rly), Nagpur. 441108
12	Date and Time of opening of Technical Bid	As per e-tender portal -at the office of the Vice Chairman & Managing Director, MADC, 1 st Floor, B Wing, North, Central Facility Building, MIHAN SEZ, Khapri (Rly), Nagpur. 441108
13	Date and Time of opening of Financial Bid	To be Informed

Note :

- MADC shall not be responsible for non-receipt / non-delivery of the bid due to any reasons, whatsoever.
- Authority reserves the right to accept or reject any or all the bids without assigning any reason, whatsoever.
- The submission of the e-RFP response is through e-tendering portal only.

For participating in this e-RFP and avoiding last minute technical challenges if any, all the bidders shall follow the guidelines mentioned in the e – RFP document on e-tendering Portal.

Vice Chairman & Managing Director

DISCLAIMER

The information contained in this Expression of Interest document (“EOI”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this EOI.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI.

The issue of this EOI does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons, whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

SECTION-1

NOTICE INVITING EXPRESSION OF INTEREST

1.1 About MIHAN

Nagpur is one of the largest cities in central India and the third largest city in Maharashtra after Mumbai and Pune. With a district population of over 4.6 million (as per Census 2011), it is the 9th largest urban agglomeration in India. Its location as the geographical center of the country is physically established by the Zero Mile Marker. This geographic significance of the city endows it with huge logistics related potential.

Maharashtra Airport Development Company Limited (MADC) has been appointed by the Government of Maharashtra as the Nodal Agency and also Special Planning Authority for the planning and development of Multi-modal International Hub Airport at Nagpur (MIHAN) notified area to leverage on Nagpur’s unique location advantage.

The development of MIHAN area, apart from Multi-modal International Hub Airport, will broadly comprise of development and up gradation of airport & aircraft maintenance area, development of multi-product Special Economic Zone, residential complex, commercial area and development of supporting infrastructure like roads, interchange & Rail Over Bridge, Water Supply, Sewage System, Entertainment, utilities etc.

The Government of India has already accorded approval and notified MIHAN-SEZ as a multi-product SEZ. MADC has already leased out about 600 ha. land in MIHAN-SEZ to majors IT companies like Infosys, TCS, Tech-Mahindra and other blue chip companies like Tata Aeronautics Limited, Tata Consultancy Services, Infosys, Tech Mahindra, Kolland, Hexaware BPS (Caliberpoint), Patanjali Ayurved, Lupin Pharma., Air India (Boeing Inc.) etc. for setting up of IT parks, manufacturing units and MRO facilities etc. The development of all support infrastructures, which MADC has committed to provide, is at an advanced stage of completion.

Due to development of MIHAN project, the whole region around Nagpur is expected to witness significant boost in economic activity. IT will also attract qualified, skilled and talent professionals as well as investments from Maharashtra, rest of India and overseas. In the non-SEZ area, about 130 hectare land and built premises has been allotted to various companies like Mahindra Babenco, Container Corporation of India, Future Supply Chain Solutions, TCI, Gati, Moraj Infratech etc. for various uses. Some of the residential townships by the private realty developers are on the verge of completion. AIIMS, IIM and Govt. Engineering Colleges have also established their campuses in the MIHAN area. Considering the overall development of MIHAN and its surrounding there could be demand of providing last mile connectivity to various companies at MIHAN Notified area

MADC has constructed approx.52Kms duct throughout MIHAN Notified area in which 03 No. 96 core OFC are laid, which will be reserved for Govt. /Semi Govt. /PSU ISPs. The remaining 03 empty slots are available for laying, operating and maintaining the OFC; which would be awarded to ISPs other than Govt. /Semi Govt. /PSU.

Accordingly, MADC invites offers from Govt./Semi Govt./PSUs/, Companies for Expression of Interest for Providing Last Mile Connectivity (Fiber optic) to Various Companies at MIHAN Notified Area.

1.2 Schedule of offer

The schedule of offer is as follows:–

Sr. No.	Items	Description
1	Tender /Bid No.	CE/MADC/MIHAN/Tender/2021/011
2	Name of the Project	Expression of Interest for Providing Last Mile Connectivity (Fiber optic) to Various Companies at MIHAN Notified Area
3	License Fee	Base Price of Rs.2,30,000/- per month.
4	Period of License	From the date of issue of work order till 31/03/2044
5	Cost of Tender Document	Rs.25,000/- (Rupees Ten Thousand Only) Plus GST @ 18% in the form of DD from any Nationalized / Scheduled Bank in favor of “ Maharashtra Airport Development Company Ltd. ” Payable at Nagpur.
6	EMD & Tender Document Fees to be paid separately via Two Different Demand Drafts	Rs. 5,00,000/- (Rupees Five Lacs Only) in the form of DD from any Nationalized / Scheduled Bank in favor of “ Maharashtra Airport Development Company Ltd. ” Payable at Nagpur
7	Bid Document Download Start / Expiry Date & Time	As per e-tender portal Start Date: 9 th April, 2021 at 11:00hrs IST Expiry Date: As per E-Tender Portal Please visit the below mentioned e-Tendering website https://mahatenders.gov.in => By selecting “ Tenders by Organization ” => Search “ Maharashtra Airport Development Company Ltd. ”
8	Last date to send queries	As per e-tender portal All the queries should be submitted before the pre-bid meeting, through email only with subject line as follows: “Pre-Bid queries - <Agency’s Name>”. Pre-Bid queries to be emailed to marketing.mihan@gmail.com
9	Pre Bid Meeting	As per e-tender portal at MADC, 1 st Floor, B Wing, North, Central Facility Building, MIHAN SEZ, Khapri (Rly), Nagpur. 441108
10	Last date for e-submission of bids (Bid Due Date)	As per e-tender portal

11	Hard Copy Submission of EMD and Bid document cost (to be submitted separately in the form of DD drawn on any schedule/ nationalized bank in favour of MADC Ltd., payable at Nagpur) along with the Letter of Transmittal (Exhibit I).	On or before 10 th May 2021 till 17:00 hrs IST at the office of the Vice Chairman & Managing Director, MADC, 1 st Floor, B Wing, North, Central Facility Building, MIHAN SEZ, Khapri (Rly), Nagpur. 441108
12	Date and Time of opening of Technical Bid	As per e-tender portal -at the office of the Vice Chairman & Managing Director, MADC, 1 st Floor, B Wing, North, Central Facility Building, MIHAN SEZ, Khapri (Rly), Nagpur. 441108
13	Date and Time of opening of Financial Bid	To be Informed

1.3 ELIGIBILITY CRITERIA

1.3.1 EXPERIENCE

- a. Bidder/Service Provider should have Current and valid license for providing Internet Bandwidth in India.
- b. The Bidder/Service Provider should have executed similar project for bandwidth provisioning in Government or Private sector. Documentary proof to be provided along with the Technical Bid (copy of the purchase order or similar and completion certificate).
- c. The bidders/Service Provider should have a Branch Office / Service Centre at Nagpur with a competent authority permanently posted for liaising in the matter of complaints, etc. resolving the issues on priority.
- d. Bidder/Service Provider should have Direct Access to International-Gateways with a valid Class-A ISP License
- e. Bidder/Service Provider should have ISO 2700X and TL-9000 Certification
- f. The bidder/Service Provider may be a Government / Semi Govt. Organization / PSU / PSE / partnership firm or a registered Company under Indian Laws having valid Class – A, ISP License (Attach a copy of license along with the Technical Bid).
- g. Bidder/Service Provider should have its own fiber-based backbone network of 5000+ kilometre and / or their own fiber based national backbone network with min. 20 PoPs in different cities(A declaration by the firm to this effect should be submitted along with the technical bid)

- h.** Bidder/Service Provider should agree towards up time guarantee with auto-monitoring of bandwidth in percentage time and compensation for break or degradation of link as per point shown below:

Up time, guarantee with auto-monitoring of bandwidth in percentage time and compensation for break or degradation of link:

- i. Up time required at full bandwidth: 99.50%
- ii. Compensation for break/degradation of internet link on monthly outage

Service uptime	Credit / Compensation
99.00% to 99.50%	1:1 (One hour free link at full bandwidth for one hour degradation of link)
98.00% to 98.99%	1:2
Less than 98.00%	1:4

- i. The Bidder/Service Provider should not have been blacklisted by any Central/ State government and Public sector undertakings/ Private Companies. **An Undertaking** by the firm to this effect should be submitted along with the technical bid-
- j. The bidder should upload an undertaking, clearly stating that they would facilitate the customers on regular basis with technology / products updates & extend support during entire supply period as desired in the tender document.
- k. MADC reserves all the rights to qualify / disqualify the bidder/Service Provider based on the technical bid and the MADC decision shall be final in this regard.
- l. **Availability of Key Personnel:** Bidder must have a working man-power adequate personnel at the time of bidding, who can handle the scope of the work in this tender. Firm should have an established office at Nagpur with qualified & responsible officers Bidder must be well equipped with technical and legal resources to timely address the concerns/queries of its clients.

1.3.2 FINANCIAL CRITERIA

1.3.3 Annual Turnover should be Rs. 100 Crore (Rupees Hundred Crore) or more during last 03 financial years i.e. 2017-2018, 2018-2019& 2019-20. CA Certified Annual Turn Over details for last 3 years to be submitted along with the technical bid. STATUTORY REGISTRATIONS:

- i. The Bidder/Service Provider must submit valid PAN Card, GST Registration, Certificate of Incorporation, Memorandum of Association /Article of Association, with the technical bid.
- ii. Name, Mobile No. and e-mail of competent authority at Nagpur and at Head Office to be contacted for maintenance of the link must be provided. The Mobile No / Email ID should be owned by the Bidder & would not be changed till completion of the Contract Period
- iii. The Technical Committee of MADC at its sole discretion will evaluate tender submitted along with all requisite documents and the Price Bids of qualified agencies will only be opened at specified date and time, which will be intimated later.

- 1.4 **JOINT VENTURE /PRE-TENDER TIE UP NOT ALLOWED.**
- 1.5 The Bidder/Service Provider, at the Bidder’s own responsibility and risk should visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, the cost of visiting the site shall be at the Bidder’s own expense.
- 1.6 **NO CONDITIONAL / INCOMPLETE TENDER will be accepted under any circumstances.**
- 1.7 **The Bidder/Service Provider are requested to deposit Earnest Money (EMD)**
- (a) In the form of **DD** to be drawn in favour of **Maharashtra Airport Development Company Ltd.** payable at **Nagpur** from Nationalized Bank Only.
 - (b) No interest shall be Payable on the Earnest Money deposited.
 - (c) No Cheque will be accepted.
 - (d) The Earnest Money deposited by the successful Bidder/Service Provider will be refunded after the submission of Performance Bank Guarantee as per approved format of MADC (the TIA).
 - (e) The Earnest Money Deposit shall be refunded to Unsuccessful Bidder/Service provider after the award of tender to Successful bidder in due course of time. During scrutiny, if it comes to the notice to Tender Inviting Authority that the credential or any other Documents Found incomplete /incorrect / manufactured / fabricated, that bidder will not be allowed to participate in the tender and that Application will be out rightly rejected without any prejudice.
- 1.8 Before issuance of the work order, the Tender Inviting Authority may verify the credential & other Documents of the Highest Bidder if found necessary. After verification, if it is found that such documents submitted by the Highest Bidder is either manufactured or false in that case, work order will not be issued in favour of the Bidder under any circumstances.
- 1.9 Penalty for suppression / distortion of facts (At any Point of Time): If any Bidder fails to produce the original hard copies of any documents on demand of the Tender Inviting Authority within a specified period or if there is any suppression of documents, the Bidder will be suspended from participating in the tenders on e-Tender platform. In addition, Earnest Money Deposit (EMD) will stand forfeited to MADC. Besides, MADC may take appropriate legal action against such defaulting Bidder.
- 1.10 **Performance Bank Guarantee& Security Deposit:**
- 1. **Performance Bank Guarantee**
 - a) Performance Guarantee of Rs. Twenty Five Lakh (₹25,00,000/-) in the form of Bank Guarantee (BG) shall be submitted by the successful bidders within 15 days from the date of receipt of LOA or within such period, which is extended by MADC in writing. BG issued from a Nationalized Bank will be valid up to 180Days from the last day Contract period (In case the BG is issued by the Bank for 1 year only, validity extension should be done at-least 1 month before its expiry, else MADC (the TIA) will execute the process for liquidation of the BG). In case the bidder fails to submit the Performance Guarantee for the requisite amount within the stipulated period or extended period, it will lead to termination of contract

and EMD of bidder shall be forfeited to MADC. **No interest shall be payable to the bidder on the Performance Bank Guarantee.**

- b) The PBG shall be in favour of MADC. The PBG should be issued from Nationalized Bank only & should be furnished in the prescribed format of MADC.
- c) It is expressly understood and agreed that the PBG is intended to secure the performance of entire contract. It is also expressly understood and agreed that the PBG is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.
- d) The PBG will be discharged by MADC and returned to the Service Provider after successful completion of the Contract Tenure and submission of completion documents to MADC and statutory bodies.
- e) MADC reserve the right of forfeiture of the performance guarantee in addition to other claims and penalties in the event of the bidders failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract
- f) Should the stipulated time for completion of work, for whatever reason be extended, the bidder shall at his own cost get the validity period of Bank Guarantee, in respect of performance security furnished by him, extended and shall furnish the extended / revised Bank Guarantee to MADC before the expiry date of the Bank Guarantee originally furnished.

2. Security Deposit

For the due observation and the performance of the said terms & conditions and obligations of the contract, the Licensee shall deposit with the licensor 03 months License Fee (Monthly Rent) as a security deposit before execution of the agreement.

The said performance security deposit by the licensee will not carry any interest.

- 1.11 The acceptance of Tender and award of contract (AOC) to one and more than one Bidder, if considered necessary, will rest with the Tender Inviting Authority, who does not bind himself to accept the highest Tender and will reserve himself to the authority to accept a Tender in whole or in part or reject any or all the Tenders received without assigning any reasons and no explanation can be demanded for the cause of rejection of this Tender by any Bidder, neither any claim whatsoever on this score is tenable.
- 1.12 The Tenders shall be valid for a period of 03 (Three) months i.e. 90 days from the date of opening of price bid or any extension thereto.
- 1.13 Tender documents in which the Tender is submitted by a Bidder shall become the property of the Employer and the Employer shall have no obligation to return the same to the Bidder.
- 1.14 **MADC Reserves the Right to: -**
 - i) To postpone/change/cancel the above-mentioned date, modify the terms and conditions, include new items and conditions, split and distribute the work amongst more than one agency etc. in the interest of the Project(s)/Company, without assigning any reason whatsoever.
 - ii) To ask for further clarifications etc. any time, as and when required.
 - iii) To cancel the Advt. /Enlistment of the Agency against the above tender, anytime without assigning any reason whatsoever for which no claim on any ground shall be entertained.
 - iv) To verify the particulars furnished by the tenders independently, if any information furnished by the tender found incorrect at any stage, the agency shall liable to be debarred

from tendering/cancellation of order including imposition of penalty, any other action as deemed necessary.

- v) To accept or reject any or all the applications/offers received as its own discretion, without assigning any reasons whatsoever for which no claim on any ground shall be entertained.
- vi) MADC will have no obligation to explain its interpretation of this tender document, or their supporting documentation and information or to explain the evaluation process, ranking process, or the selection of the successful bidder.
- vii) To interpret any bid which is responsive or not.

1.15 Number of Proposals

No Bidder or its Associate shall submit more than one application. A Bidder applying individually or as an Associate shall not be entitled to submit another bid either individually or as a member of any consortium, as the case may be.

1.16 Cost of the bid

The Bidders shall be responsible for all the costs associated with the submission of the bid and their participation in the Selection Process including subsequent negotiation, visits to the Client, Project site etc. The MADC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

1.16.1 It shall be deemed that by submitting the bid, the Bidder has –

- a) made a complete and careful examination of the EOI;
- b) received all relevant information requested from the Authority;
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of the Authority or relating to any of the matters referred to in the Clause 2.6;
- d) Acknowledged that it does not have a Conflict of Interest; and
- e) Agreed to be bound by the undertaking provided by it under and in terms hereof.

1.16.2 The Client shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

SECTION II INSTRUCTION TO BIDDER

2.1 General

- i. Bidder/Service Provider must register themselves on <http://mahatenders.gov.in> portal by clicking “Online Bidder Enrolment” and then map Digital Signature certificate.

- ii. Bidder/Service Provider then login to the site giving user ID/Password chosen during registration.
- iii. The e-token that is registered by the bidder/Service Provider should not be misused by others.
- iv. The Bidders/Service Provider can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission.
- v. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- vi. If there are any clarifications required, it may be obtained online through the tender site, or through the contact details. Bidder/Service Provider should take into account of the corrigendum published before submitting the bids online.
- vii. Bidder/Service Provider should keep the bid documents ready to be submitted as indicated in the tender schedule and they should be in PDF/.xlsx/.rar formats. If there is more than one document, they can be clubbed together.
- viii. The bidder/Service Provider has read the terms & conditions and accepts the same to proceed further to submit the bids.
- ix. The Bidder/Service Provider has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- x. After the bid submission, the acknowledgement number given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- xi. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidder.
- xii. The Bidder/Service Provider may submit the bid documents by online mode through the site (<http://mahatenders.gov.in>) as indicated in the tender.
- xiii. The tendering system will give a bidder confirmation message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the Bidder/Service Provider will be digitally signed using the e-token of the bidder and then submitted.
- xiv. The bid summary has to be printed and kept as an acknowledgement token of the submission of the bid. The bid summary act as a proof of bid submitted for a tender floated and will also act as an entry point to participate in the bid opening date.
- xv. Bidder/Service Provider should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission end time. If there is any delay, due to other issues, bidder shall only be responsible.
- xvi. The Bidder/Service Provider should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- xvii. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- xviii. All the data being entered by the Bidder/Service Provider would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data

entered will not viewable by unauthorized persons during bid submission & not be viewable by anyone until the time of bid opening. Overall, the submitted tender documents become readable only after the tender is opened by the authorized person.

- xix.** The confidentiality of the bid is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive field is done.
- xx.** The Bidder/Service Providers are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (**as per Server System Clock**).
- xxi.** The Bidder/Service Provider should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.
- xxii.** The bidder should upload the Technical document in .rar format.
- xxiii.** For any other queries, the bidders are asked to contact through Mail : marketing.mihan@gmail.com / jmd@madcindia.org

2.2 Invitation to the Bid:

- Maharashtra Airport Development Company Limited (MADC) (hereinafter the Client) invites Expression of Interest for ***Providing Last Mile Connectivity (Fiber optic) to Various Companies at MIHAN Notified Area-***
- The Bid shall be rejected in case the Bidder has submitted the conditional bid and/or the specifications of the terms to be supplied are not compiled with EOI.
- The Bidder should also produce original documents for verification if called for. Failure to attach necessary documents with application shall render Bidder not eligible for qualification of RFP without any intimation.
- In case of damaged documents / non openable documents / relevant balance documents of already uploaded documents not found after opening of EOI then bid shall be rejected without any consideration.
- **Bidders are requested to submit the EOI strictly in accordance with the method, terms and conditions specified in this document**

2.3 Submission of Bids: The documents will be submitted electronically namely, under, "Technical Bid (Envelope 1)". It shall **be the responsibility of the Bidder/Service Provider** to ensure that the bid is submitted under proper sections. The form shall be signed by any board of director or the bidder himself or through its authorized representative duly authorized by a Power of Attorney to be issued in the format as specified in Exhibit III hereto. The resolution of the Board of Directors/Power of Attorney must be enclosed with the offer form along with other documents, without which the bid shall be held invalid.

2.3 Language of Bid: All information in the bid shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this shall disqualify the tender. In the event of any discrepancy in meaning, the English Language copy of all documents shall prevail.

2.4 Rejection of Bid: The bid is likely to be rejected if on opening it is found that:

- a) The bidder has not submitted the required EMD amount.
- b) The bidder has not strictly followed the procedure laid down for submission of bid.
- c) The bidder has proposed conditions or qualifications which are inconsistent with or contrary to the terms and conditions specified.

- d) The bidder has not attached any of the documents listed in the technical bid.

2.5 Validity of Bid

Ninety (90) days from the date of opening of price bid or any extension thereto

2.6 Pre-bid Meeting

- MADC will hold a pre-bid meeting in order to clarify and discuss any provision or requirements with respect to this tender document or any other related issues. The Bidders/Service Provider should send their queries in writing at least two (2) days prior to the date of pre-bid meeting on email-id- jmd@madcindia.org/ marketing.mihan@gmail.com.
- Attendance of the Bidders/Service Provider at the pre-bid meeting is not mandatory. However, subsequent to the date of the pre-bid meeting, MADC may not respond to any questions or inquiries from any Bidder/Service Provider. No interpretation, revision or other communication regarding this solicitation is valid unless in writing and is signed by an officer so designated by Vice Chairman Managing Director. Written copies of MADC responses, including a description of the inquiry but without identifying its source, will be uploaded to e-tender portal and will qualify as a "Corrigendum"/"Addendum" and shall form part of the tender document.

2.7 Bid Due Date

- Bids should be submitted as per the schedule of e-tender through website- <https://mahatenders.gov.in>.
- MADC may, in its sole discretion, extend the Bid Due Date by issuing a Corrigendum in accordance with Clause 1.2 uniformly for all bidders.

2.8 Opening of Bid

The technical bid shall be opened online as per the time schedule mentioned in the e-tender portal. In the event of any of the above-mentioned dates falling on a day which is not a working day or which is a public holiday, the tender shall be opened on the next working day.

2.9 Acceptance of Bid

The acceptance of a bid is at the sole discretion of MADC. If the bid is accepted by MADC, a letter communicating the acceptance of bid, in the form of Letter of Acceptance, shall be sent to the successful bidder, whose bid is accepted, under Registered Post A.D. on the address given in the documents submitted. The Letter of Acceptance shall be deemed to have been received by the intending Licensee on efflux of seven (07) days from the day of its dispatch.

2.10 Evaluation Criteria

i. Bid Evaluation

The evaluation process comprises the following four steps:

Step I – Responsiveness check

Step II – Pre-qualification of bidder as per NIT

ii. STEP I – Responsiveness check

The technical bid and financial bid submitted by all the Bidder/Service Provider shall be scrutinized to establish responsiveness to the requirements laid down in the tender document. Any of the following may cause the tender to be considered “Non-responsive”,

at the sole discretion of MADC:

- (i) Tenders that are incomplete, i.e. not accompanied by the applicable format of transmittal letter, applicable resolutions of the Board of Directors, Power of Attorney, necessary certifications and documentary evidence from the Competent Authority, Auditors;
- (ii) Documents not signed by the Authorized Signatory;
- (iii) Material inconsistencies in the information / documents submitted by the Bidder/Service Provider, affecting the eligibility Criteria;
- (iv) Bidder submits more than one bid;
- (v) Tender being conditional in nature;
- (vi) Tender not received by the Bid Due Date;
- (vii) Tender having Conflict of Interest;
- (viii) Bidder/Service Provider delaying in submission of additional information or clarifications sought by MADC;
- (ix) Bidder/Service Provider makes any misrepresentation
- (x) Each tender shall be checked for compliance with the submission requirements set forth in this tender document before the evaluation of the Bidder’s fulfillment of eligibility criteria is taken up.

iii. STEP II– Pre-qualification of the Bidder

The technical bid of the bidder will be evaluated to assess their financial and technical capability on the basis of following criteria:-

- (a) Experience of the Bidder/Service Provider-as per Clause 1.3.1
- (b) Financial status of the Bidder/Service Provider-as per Clause 1.3.2 `.

iv. Award Criteria

Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive in accordance with Qualification Criteria.

2.11 Additional Information

For any further information please contact the following personnel:

<p>Sr. Manager - Marketing MADC Ltd. 8th Floor, Centre-1, World Trade Centre, Cuffe Parade, Mumbai - 400 005. Tel: No. 022-49212121/49212127 Fax No. 091-22-2216 3814</p>	<p>Marketing Manager MADC Ltd. 1st Floor, Central Facility Building, MIHAN SEZ, Near Khapri (Rly.), Nagpur - 441 108 Tel: No.07122815600 Fax No. 07122815601</p>
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2.12 Site visit and Survey

- a) Bidder/Service Provider may prior to submitting their Proposals, visit and examine the site&

infrastructure and its surroundings at their own expense and obtain and ascertain for themselves, at their own responsibility, all technical site data and other information necessary for preparing their Proposals. For this purpose, MADC will endorse the Party’s request for permission for a site visit.

- b) Bidder/Service Provider shall be deemed to have full knowledge of the site& infrastructure, whether physically inspected or not. MADC will not accept any responsibility or liability for any errors, omissions, inaccuracies or errors of judgment with respect to information or materials provided by MADC, in this Tender document or otherwise, with respect to this site and their surroundings. Although such information and materials are to the best of MADC’s belief however their verification is the sole responsibility of Agency.
- c) Neither MADC, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any Party which may arise from or be incurred or suffered in connection with anything contained in this tender document and the award of the Project or otherwise arising in any way from the selection process.
- d) Before submitting his offer Bidder/Service Provider shall make himself fully aware of the circumstances, likely business potential, paying capacity of the probable customers, etc.

2.13 Fraudulent and Corrupt Practices

- i) The Bidder/Service Provider and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bid process and subsequent to the issue of the Letter of Acceptance. Notwithstanding anything to the contrary contained herein, or in the Letter of Acceptance, MADC shall reject a bid, withdraw the Letter of Acceptance, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bid process. In such an event, the EMD shall stand forfeited to MADC, without prejudice to any other right or remedy that may be available to MADC hereunder or otherwise.
- ii) For the purposes of the Clauses 13(i) hereinabove, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) **“corrupt practice” means (i)** the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bid process for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MADC who is or has been associated or dealt in any manner, directly or indirectly with the bid process or the Letter of Acceptance or has dealt with matters concerning the Leave & License Agreement /Lease Deed or arising there from, before or after the execution thereof, at any time prior to the expiry of one(1) year from the date such official resigns or retires from or otherwise ceases to be in the service of MADC, shall be deemed to constitute influencing the actions of a person connected with the bid process); or (ii) engaging in any manner whatsoever, whether during the bid process or after the issue of the Letter of Acceptance or after the execution of the Leave & License Agreement /Lease Deed, as the case may be, any person in respect of any matter relating to the competition of construction or the Leave & License Agreement /Lease Deed, who at any

- time has been or is a legal, financial or technical adviser of MADC in relation to any matter concerning the Project;
- b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bid process;
 - c) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bid process;
 - d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by MADC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bid process; or (ii) having a Conflict of Interest; and
 - e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the bid process.
 - f) “TIA” means Tender Inviting Authority
 - g) “PKI” means Public Key Infrastructure

SECTION-III

GENERAL CONDITION OF CONTRACT

3.1 General Provisions

- 3.1.1** Definitions: For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- a. “Applicable law” means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time;
 - a. “Contract” means the contract signed by the parties, to which these General Conditions of Contract are attached, together with all the related documents of such signed contract;
 - b. “Effective Date” means the date on which this contract comes into force and effect;
 - c. “GC” means these general conditions of contract;
 - d. “Government” means the Government of India;
 - e. “State Government” means the State Government of Maharashtra;
 - f. “Local Currency” means Indian Rupees;
 - g. “Member” in case the bidders consist of a joint venture or consortium of more than one entity, means any of these entities, and “members” means all of these entities;
 - h. “Personnel” means persons hired by the bidder or by any sub-contractor as employee and assigned to the performance of the services or any part thereof; “Local Personnel” means such persons who at the time of being so hire had their domicile inside India.
 - i. “Party” means the consultant, as the case may be.

- j. “Services” means the work to be performed by the bidders pursuant to this contract for the purposes of the project, as described in terms of reference hereto;
- k. “SC” means the special conditions of contract by which these general conditions of contract may be amended or supplemented;
- l. “Company”, “Employer”, “Client”, “Authority”, “MADC” means “Maharashtra Airport Development Company Ltd.”; represented by the Vice Chairman and Managing Director or any officer so nominated by the Vice Chairman and Managing Director.
- m. “Managing Director” means Vice Chairman & Managing Director of Maharashtra Airport Development Company Ltd;
- n. Engineer In charge: The Engineer In charge shall be a firm of bidders, or a person or an officer so nominated by MADC for this work.
- o. “MIHAN” means Multi-Modal International Hub Airport at Nagpur.
- p. “AAI” means Airport Authority of India.

3.2 Application of Law

- 3.2.1 The Multi-modal International Hub Airport at Nagpur shall govern the Space Rent. The concerned provisions of the Multi-modal International Hub Airport at Nagpur (Disposal of Land) Regulations and various policies made under the same by MADC shall form part of the leave and license Agreement.
- 3.2.2 The intending licensee shall ensure and procure that its sub-contractors comply with all applicable laws and procure permits in the performance by them of any of the intending licensee obligations under the leave and license agreement.

3.3 Terms of License

The term of License of the ISP shall be upto 31 March 2044 from the date of Agreement. On the expiry of the license term, the license may be extended for further Period at the sole discretion of MADC on mutually agreed terms & conditions

3.4 Payment of License Fee

The intending licensee shall pay to MADC Quarterly License Fee (as per Quarters defined for a Financial Year) on or before 10th day of respective Month. Liability to pay such License Fee will commence from the date of Agreement. The License Fee shall be paid separately by Cheque/Demand Draft/Pay order to be drawn from Nationalized/ Scheduled Bank of India in favour of “**Maharashtra Airport Development Company Ltd**” payable at Nagpur or via **RTGS / NEFT (Bank details – IDBI Bank A/c no: - 1047102000001847 IFSC Code: - IBKL0001047)**

GST, as applicable, would be charged ‘Extra’ over the License Fee.

3.5 Rate of Increase of License Fee:

The license fees shall be increased annually by 10% from the start of 2nd year and compounded annually for balance Contract Period.

3.6 Payment of Miscellaneous charges

In addition to the license Fee as indicated above, the intending licensee shall pay to MADC

miscellaneous charges of **Rs. 25,000/-** (Rupees Twenty Five Thousand Only) towards documentation charges before execution of the Leave & License Agreement .

3.7 **Delayed Payment Charges**

Delay in payment of the monthly License Fee from the scheduled date would attract Delayed Payment Charges (DPC). The prevailing rate of delayed payment charges is 15% (fifteen percent) per annum as per MIHAN LDR 2018 & policies framed under it. This is subject to revision, from time to time.

3.8 **Restriction against Transfer of Rights under Leave & License Agreement**

The intending licensee shall not be allowed to transfer wholly or partially the rights, benefits and interest derived in respect of the space under the agreement.

3.9 **Power connection**

Power (electricity) connection, consumption deposits and other charges will be borne and paid directly by the Licensee to The MSEDCL or MADC or any other authority supplying power in the said area, from time to time. The Licensee will obtain the power connection directly from the above said authority by completing the formalities as prescribed by them in this behalf.

3.10 **Utility and Infrastructure**

The intending Licensee shall not alter the location of sewer, water, power, telecommunication and other services installed by MADC. The intending Licensee shall ensure that all existing utilities and associated infrastructure are kept in continuous satisfactory use while carrying out construction on site and in case of any such damage to undertake the repair and also to pay for any losses and expenses, that is incurred by MADC or any authority or any other person, as the case may.

The tender issuing authority, shall allow usage of its already laid infrastructure like ducts & OFC cable to the Govt. / Semi Govt. / PSU ISPs, however the entire subsequent expenses towards repairing, maintenance & replacement of damaged cable with new compatible OFC would be within the scope of the Licensee.

3.11 **Payment of Rates and Taxes**

The intending Licensee shall bear and duly pay and discharge all existing and future taxes, land revenue, rates, assessment, cess, duties, impost, penalties, and outgoings of every description from the date of handing and taking over the assets built thereon in connection with or incidental to the performance of the obligations of the intending Licensee under the Leave & License Agreement /lease deed.

3.12 **Indemnity**

The intending licensee shall indemnify, defend, save and hold harmless MADC and its officers, servants, agents and consultants against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the intending Licensee of any of the terms and conditions under the Leave & License Agreement and shall be responsible to:

- a) payment of taxes required to be made by the intending Licensee in respect of the income or other taxes of the intending Licensee’s contractors, suppliers and representatives; or

- b) non-payment of amounts due as a result of materials or services furnished to the intending Licensee or any of its contractors which are payable by the intending Licensee or any of its subsidiaries, affiliates, contractors, servants or agents; or
- c) any claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of the Leave & License Agreement and/or breach of its statutory duty on the part of the intending Licensee, its subsidiaries, affiliates, contractors, servants or agents.

3.13 Insurance

The intending Licensee shall take necessary insurance of the building or structures constructed, agreed to be leased at its costs throughout the term of the lease and keep the same valid for the market value thereof. In the event of destruction or damage to the building or structures on the plot agreed to be rented out or any property appurtenant thereto and, in case of any such eventuality, the intending Licensee shall, reconstruct or repair the building or structures either from the insurance proceeds or otherwise.

3.14 Execution of Agreement

Within the period of thirty (30) days from the date of LOA, the intending Licensee shall execute with MADC the agreement in terms of the tender to these Conditions with such modifications as may be necessary. In case the agreement is not executed within the specified period, MADC reserves the right to terminate the contract and forfeit the EMD.

3.15 Payment of Stamp Duty and Registration Charges

The intending Licensee shall bear and pay wholly and exclusively the stamp duty payable under the Maharashtra Stamp Act, (LX of 1958) and the registration charges payable under the Registration Act, 1908 (XVI of 1908) on the Leave & License / Lease Agreement and any other agreement required to be executed under any law for the time being in force, to be executed between MADC and the intending Licensee.

3.16 Payment of Labour Welfare Cess

The intending Licensee shall bear and pay wholly the Labour Welfare Cess as per Regulation of Employment and Conditions of Service Act, 1996 and the Building and Other Construction Workers Welfare Cess Act, 1998 and Government of Maharashtra Circular dated 21st April, 1998.

3.17 Interpretation of conditions

In case of any dispute as regards the interpretation of any of the conditions stipulated herein the final decision rests with the Vice Chairman & Managing Director of MADC and will be binding on all parties as the award of Arbitrator.

3.18 Force Majeure

- a) For the purposes of this contract, “Force Majeure” means an event which is beyond the reasonable control of a party and which makes parties performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other

industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies or by an order of any court of law.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party’s sub consultants or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both [A] take into account at the time of the conclusion of this contract and [B] avoid or overcome in the carrying out its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) Force Majeure shall not include any other event which is considered by MADC at its sole discretion, within the control of the consultant.
- e) No Breach of Contract: - The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

f) Measures to be taken:-

- i. A party affected by an event of Force Majeure shall take all reasonable measures to remove such party’s inability to fulfil its obligations hereunder with minimum of delay.
 - ii. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon possible.
 - iii. The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- g) **Extension of Time:** - Any period which a party shall pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.
- h) **Payments:** - During the period of their inability to perform the services as a result of an event of Force Majeure, the consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them (i.e. cost escalation) during such period for the purposes of the services.
- i) **Consultation:** - Not later than thirty (30) days after the consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

SECTION-IV

SPECIAL CONDITION OF CONTRACT

4.1 General

- i. The Bidder/Service Provider are expected to read carefully all the terms and conditions of the tender documents and their submission will be taken as consent to abide.

- ii. Manner of Submission of Tender: The bidding should be done on two bid method viz 1) Technical Bid & 2) Financial/ Price Bid. The Bidder/Service Provider should ensure that the Technical bid complete in all respect and containing the required enclosures. Only the Commercial bids of those who have furnished all the valid documents will be opened.
- iii. Technical Bid with all relevant signed documents as mentioned in Terms and Conditions.
- iv. Financial Bid should mention only prices in the stipulated format without any condition.
- v. Application without the prescribed fee and EMD will not be considered and summarily rejected.
- vi. The technical bid will be opened as per tender schedule in the presence of the authorized representatives of the Bidders.
- vii. Bidder/Service Provider should have a fully functional Customer Service Centre(s)/ NOC(s), which is operational 365 days X 24 hours. List of Customer Service Centre(s) along with the Toll Free Numbers & NOC(s) must be enclosed.
- viii. The Help Desk must keep a full record of fault / complaint booked from the date of agreement and action taken in respect of each complaint.
- ix. Bidder/Service Provider should provide prescribed fault booking, escalation chart & operational procedure in detail to enable MADC to book the complaint on a mail id and pre-assigned number
- x. Date and time of link down/booking of complaint shall be taken as reference for the purpose of calculation of duration of non-availability of circuit.
- xi. Bidder/Service Provider should provide alternate arrangement in case of emergency.
- xii. A fault docket number shall be provided on booking of complaint, and the same shall be relayed by electronic mail/SMS etc.
- xiii. Restoration of Fault: On receipt of complaint, bidder shall make best efforts to localize the fault and restore the same at the earliest.
- xiv. Installation & Commissioning: Within four weeks from the date of Purchase Order
- xv. The Commencement of work will be considered from 10th day of issuance of Work Order/Agreement. However, if unforeseen event caused which is beyond control of service provider, in such delay department may consider favourably.
- xvi. The Bidder/ Service Provider should have a dedicated Call Centre with call logging via email, toll free phone nos. Escalation matrix should also be provided along with the technical bid.
- xvii. The call will be considered as registered automatically as the link goes down. In case of other issue the service call will be considered as registered when email is sent or call is made to the service desk.
- xiv. The Bidder/Service Provider will be required to submit acceptability & performance report to MADC from minimum 3 companies, who contribute minimum 20% of their total volume, by Sept. 31 & March 31 of each FY. The same companies should not be repeated for feedback for atleast 2 consecutive Financial Years. Adverse feedback from any three (3) companies will lead to Notice to the vendor & after 02 such notices, the agreement would be subjected to termination with forfeiture of the EMD amount and / or liquidation of BG

4.2 Testing

After commissioning of said Internet Leased line, the services shall be tested for fifteen working days. The Internet Service Provider shall submit bandwidth utilization report on daily basis

during the testing period. The services shall be continued after satisfactory performance during testing period. Acceptance and billing will be from fifteen days after services are tested and confirmed jointly by competent authority at MADC & bidder. In case of unsatisfactory performance, the services shall be discontinued and Bank Guarantee will be forfeited.

4.3 **Contract Period:**

- a) This contract will be valid upto 31 March 2044 from the date of agreement.
- b) MADC may terminate the contract at any point of time during the contract period by giving 1 (One) month notice.
- c) The period of contract may be extended on the same finalized terms and conditions for further period also on the basis of satisfactory services and mutual agreement.

4.4 **Maintenance & Warranty Periods**

- a) The Govt./Semi Govt./PSU's ISPs will be responsible for the comprehensive maintenance of MADC's OFC & associated infrastructure during the period of fifteen years for which MADC will not make any extra payment.
- b) The ISPs, other than Govt. Agencies /PSU's, should submit a detailed plan for laying of the OFC, in coordination with competent authority at MADC & upon approval of Licensor the Licensee should lay, operate & upkeep the entire Infrastructure, including that of the Licensor (TFA) Infrastructure, at its own cost and perils without any financial burden on the TFA.
- c) In case of termination of contract, the status of Infrastructure of MADC would be evaluated & damages if any would be recovered before releasing the BG
- d) The Technical support services shall be provided 365 days X 24 hours.
- e) The Service Provider will rectify the faults within 6 hours failing which; the Bidder/Service Provider will arrange temporary replacements.

4.5 **Schedule of Payment:**

Mode of payment will be subject to the following conditions on various tasks as under

- a) License Fee: The intending licensee shall pay to MADC monthly License Fee on or before 10th day of respective Quarter month. Liability to pay such License Fee will commence from the 1st day of the consecutive month after the award of tender. The License Fee shall be paid separately by Cheque/Demand Draft/Pay order/RTGS /NEFT to be drawn from Nationalized/ Scheduled Bank of India drawn in favour of “**Maharashtra Airport Development Company Ltd**” payable at Nagpur or via **RTGS / NEFT (Bank details – IDBI A/c no: - 1047102000001847 IFSC Code: - IBKL0001047**

4.6 **Award of Work:-**

There are total 06 ducts available for ISP. Out of which 03 existing ducts, each carrying 96 core OFC Cable will be allotted to Govt./Semi Govt./PSU and Open Duct will be allotted to rest of the Bidder/Service Providers.

4.7 **Cancellation of contract and compensation:**

The MADC reserves the right to cancel the contract of the selected Bidder/Service Provider and recover expenditure incurred by the MADC and / or liquidation of BG in the following circumstances:

- a. The selected Bidder/Service Provider commits a breach of any of the terms and conditions of the Tender/contract.
- b. The selected Bidder/Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- c. The progress regarding execution of the contract made by the selected Bidder/Service Provider found to be unsatisfactory.
- d. If the selected Bidder/Service Provider fails to complete the due performance of the contract in accordance with the agreed terms and conditions of contract.
- e. If the selected Bidder /Service Provider abandon the work for any reason whatsoever or become incapacitate from acting as service Provider as aforesaid, MADC may take over the all infrastructures and office laid or carried out by the service provider for the said tender, without any payment. MADC shall give notice in writing to this effect to the service Provider and the service provider shall have no claim for any payment of compensation or otherwise whatsoever, on account of any profit or advance which might have derived from the execution of the work in full but which he did not derive in consequences of the foreclosure of whole or part work.
- f. In the event of a dispute or difference of any nature whatsoever between MADC and the Bidder during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by Sole Arbitrator appointed by MADC. The place of arbitral proceedings shall be at Nagpur. The provisions of Indian Arbitration Act & Conciliation Act 1996 with the revisions thereof shall apply to the arbitration proceeding.

4.8 **Subcontracting:**

The Bidder/Service Provider will not subcontract or permit anyone other than the company personnel to perform any of the work, services or other performance required of the company under this Agreement without the prior written consent of the MADC

4.9 **Engagement of Labour/Staff**

- a) The Bidder/Service Provider shall make his own arrangements for the engagement of labour, local or otherwise, and for their transport, housing and payment. All labour engaged by the Bidder/Service Provider shall be and remain the employees of the Bidder/Service Provider and no claim shall lie against the Employer by them or Contractor or the Sub-Contractor or any person claiming on their behalf against the Employer in respect of any right or benefit due to them in their employment.
- b) The Bidder/Service Provider shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 before the commencement of the work and continue to have a valid license until the completion of work or expiry of maintenance period, if applicable.
- c) In the event of any outbreak of illness of an epidemic nature, the Bidder/Service Provider shall comply with and carryout such instructions, orders and requirements of Medical or Sanitary authorities for the purpose of dealing with and overcoming the same. The Bidder/Service Provider shall also, at his expense conform to all anti-malarial instruction given to him by the Engineer or by any local authority including filling up of burrow pits.
- d) The Bidder/Service Provider shall not give, barter or otherwise dispose of to any person any arm or ammunition of any kind, or permit such action on the site by his agents, employees or sub-contractors.

- e) In case of replacement of any staff member due to unsatisfactory performance or due to any other reason, the same should also be got approved/ permitted by Electrical Inspector.
- f) The Bidder/Service Provider should note the entire responsibility of their employees will be on bidder’s account and MADC will be not at all responsible for them including any injuries, consequences of fatal or non-fatal accidents. The Bidder/Service Provider will have to submit the insurance cover as per Workman Compensation Act for all these outsourced staff.
- g) The persons working under the bidder will not be eligible for any claim what so ever for recruitment in MADC to any post.
- h) Bidder/Service Provider shall pay to their employees all dues (including wages / salary) and shall ensure that the wages paid to them are not less than the prescribed Minimum Wages as revised from time to time. In case of any increase in minimum Wages or any other component or deduction or other statutory benefits, you shall remain liable to comply with all statutory formalities. Bidder/Service Provider shall be responsible for compliance of all applicable laws, Local/ state/ Central Government laws, Rules etc. and shall take all necessary steps for obtaining registrations, Licenses, renewal thereof, maintaining proper records/registers & submitting necessary returns to the authorities concerned. In the event of non-compliance or contraventions of any of the provisions of any laws due to failure or negligence of Bidder/Service Provider, it shall remain fully liable and shall also keep the company fully indemnified against any risk, consequences, and/or cost arising thereof.
- i) Bidder/Service Provider will have to get due certification from concerned officer regarding payment of minimum wages payable as per law to his staff while submitting the bill.

4.10 Confidentiality

The Bidder/Service Provider undertake to hold in confidence this offer document and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
- c) Disclosures required under applicable Law, without the prior written consent of the other parties of the concerned Agreements. Provided that the successful Bidder agrees and acknowledges that MADC may at any time, disclose the terms and conditions of the offer document to any person, to the extent stipulated under the applicable laws.

4.11 SETTLEMENT OF DISPUTES

A) AMICABLE SETTLEMENT

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

B) DISPUTE SETTLEMENT

Any dispute between the Parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one party on the other party’s request for such amicable settlement may be submitted by either party for settlement to sole arbitration of VC & MD,

MADC who shall decide the dispute as far as possible within eight weeks and whose decision shall be binding on both the parties under the provisions of Arbitration act.

.....

EXHIBIT –I

SCOPE OF WORK

- i. The Licensee should arrange all the associated infrastructure which is presently not available like Rack space, cooling etc. at their own cost & perils. The space for setup will be provided by MADC.
- ii. Arrangements for the blocking of particular Sites/URLs should be followed from time to time as per the directions/instructions of Regulatory Authorities (i.e. TRAI/DOT).
- iii. The facilities to provide the services on dual mode i.e. on IPV4 and IPV6.
- iv. The state of the art of Network Management Centre and Network operation Centre are such that Trouble Shootings are required round the clock which calls to ensure uninterrupted service from the bidder.
- v. Service provider/Bidder should have a fully functional Customer Service Centre(s)/ NOC(s), which is operational 365 days X 24 hours. List of Customer Service Centre(s)/NOC(s) must be enclosed.
- vi. Service provider/Bidder shall setup their Internet leased line at MIHAN Nagpur within 30 days from the date of award of contract.
- vii. ISP shall designate one nodal officer to coordinate for the execution of this Project till successful completion.
- viii. Bandwidth: The bidder should be able to provide uncompressed (1:1) Premium Internet Bandwidth at MIHAN, Nagpur.
- ix. MADC has laid 3 Nos of 96 Core OFC, which runs throughout the MIHAN Notified area, which will be reserved for Govt./Semi Govt./PSU ISPs. The checking, repair, maintenance, replacement of these cables or ensuring 100% efficient functioning & uptime, will be in the scope of Service Provider at their own cost and perils.
- x. There are 3 empty slots available in the duct for laying, operating & maintaining OFC, which would be awarded to the ISPs, other than Govt./Semi Govt./PSU ISPs
- xi. ISPs other than Govt./Semi Govt./PSU shall bid only for these 3 empty slots in duct.
- xii. The bid(s) of those bidder(s) who do not have adequate facilities and capabilities of their own last mile connectivity to provide comprehensive maintenance & support during the contract period shall be summarily rejected and MADC decision in this regard is final and binding on the bidder.
- xiii. The Bidder/Service Provider should arrange the Network devices and other items which are required for establishment of leased line connectivity at its own cost & perils. The Licensor shall arrange to deliver & maintain their necessary hardware for commissioning the link to the respective place at their cost and perils. MIHAN/MADC will provide space for installation of the hardware.

- xiv. The Bidder/Service Provider shall be fully responsible for establishment of Network link. The bidder shall do end to end activities with regard to commissioning of link
- xv. The Bidder/Service Provider shall be responsible for checking whether the link is feasible and site is made ready as per the requirement before installing the Mux, Network equipment's, etc.
- xvi. The MADC shall supply the water and electricity on chargeable basis.
- xvii. The maintenance of the Duct will be taken care by MADC or its authorized contractor.
- xviii. All the cabling for link shall be neat and structured. The Bidder/Service Provider shall do structured cabling through PVC conduit/casing/flexi-pipe or HPDE as applicable. The Bidder/Service Provider shall document the cabling path get it along with equipment/rack layout and approved by the MADC before actual installation.

The selected Bidder/Service Provider should deliver the following to the VC & MD of MADC with due approval from competent authority of MADC of the level of SE & above: -

- a) Detailed list of MADC assets taken into possession with product details
- b) Solution design and details of implementation, offering the features, Security details, etc.
- c) Project completion report detailing site, Circuit ID, equipment/rack layout, cabling, network connectivity, configuration etc.
- d) Project completion document should be comprehensive to enable the MADC to refer to any details at a future date in case of fault/errors or maintenance/up gradation.
- e) Service center and support details. Contact details and escalation matrix (for both mail and telephone).
- f) After completion of tenure all infrastructure except cable laid is to be taken by bidders only.
- g) The details of necessary equipment supplied by the bidder to commission the link should be submitted to MADC for record purpose
- h) Support for maintenance of link should be made available during entire contract period on 24x7x365
- i) The service availability should be monitored by bidder. In case, a problem is reported by MADC/Consumers, the same should be rectified immediately to maintain the uptime. If it is major break down, incident report should be submitted by mentioning root cause, remedy steps taken, problem's solution, committed resolution date and time etc. to MADC.
- j) Bidder / Service provider should take all the necessary and applicable permissions from the MADC for digging, laying and connecting the devices.
- k) As and when MADC requests for bandwidth, latency checks, bidder / service provider should able to perform the required tests and produce documents about latency, bandwidth details to MADC.

- 1) The Bidder/Service Provider should have auto call lodging facility. If the link is down, a ticket should be generated automatically and ticket number should be shared with MADC.

Project Implementation and Management

- i. A detailed project implementation schedule should be provided by the bidder, clearly mentioning the various stages of implementation and the milestones thereof. Processes involved in project management should be clearly mentioned and should include the following:
- ii. Project Plan (Including network layout and redundant fibre paths)
- iii. Project management (with Milestone Chart)
- iv. Single point of contact
- v. Backup arrangements and procedures (Redundancy, fall back plan & contingency measures)
- vi. The process and standard operating procedures involved in making configuration changes and technical support should be mentioned. Backup arrangements for all the technical operations and management should be made available. The provider should clearly mention the expected roles and responsibilities of their Team.

EXHIBIT – II

FINANCIAL BID

(To be submitted online. This is a general specimen format and not to be filled.)

Date:

Place:

The Vice Chairman and Managing Director

Maharashtra Airport Development Company Ltd.

8th Floor, World Trade Centre, Centre 1,

Cuffe Parade, Mumbai – 400 005.

Tel: No. 0091-22-49212121; Fax No. 0091-22-2216 3814

Sub: Acceptance of Rate & Tender Condition for **Providing Last Mile Connectivity to Various Companies at MIHAN Notified Area**

Sir,

- i) I/We the undersigned Bidder, accepts the rate in response to the Tender Document dated _____ (the “Tender Document”) issued by MADC.

Category	License Fee/ month (in figures)	License Fee / month (in words)
ISPs other than Govt./Semi Govt./PSU ISPs	Rs. _____/- (The quoted monthly license fee should not be less than Rs. 2,30,000/-)	Rupees

- ii) The said monthly License Fee is payable on quarterly basis within before 10th day of respective Quarter month as prescribed in the tender.
- iii) We confirm that if the undersigned Bidder is declared as the Successful Bidder, we shall pay the aforesaid License Fee within the prescribed time period.
- iv) We confirm that the Financial Bid conforms to all the terms and conditions stipulated in the tender document.
- v) We confirm that our Financial Proposal is FINAL in all respects and contains no conditions.
- vi) We confirm that, the information submitted in our Financial Bid is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Financial Bid.
- vii) We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare our Financial Bid and as required to construct and establish the Project in the event that we are finally selected.

Thanking You,

Yours Sincerely,

For and on behalf of the Bidder:

Signature:

(Authorized Representative and Signatory)

Name & Designation of the Person:

EXHIBIT – III

FORMAT OF POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We _____ (name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for “Expression of Interest for Providing Last Mile Connectivity (Fiber optic) to Various Companies at MIHAN Notified Area.” proposed or being developed by the Maharashtra Airport Development Company Ltd (MADC) including but not limited to signing and submission of all applications, bids and other documents sand other documents and writings, and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement to Lease and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement to Lease with MADC.



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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____DAY OF _____ 2021
For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

(Signature)
(Name, Title and Address of the Attorney)

EXHIBIT – IV

FORMAT OF PERFORMANCE SECURITY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the[Insert name of the Successful Bidder with its address] agreeing to undertake the obligations under the tender document dated _____ (the “Online E-Tender Document”) issued by Maharashtra Airport Development Company Ltd. (herein after referred to as “MADC”), agreeing to give on rent the telecom duct infrastructure in MIHAN Notified Area, Nagpur . (the “**Project**”) through bidding process, the [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as “**Guarantor Bank**”) hereby agrees unequivocally, irrevocably and unconditionally to pay to MADC at[Insert address of MADC] forthwith on demand in writing from MADC or any Officer authorized by it in this behalf, any amount up to and not exceeding -----) (the “**PS**”).

1. This PS shall remain valid and binding on the Guarantor Bank up to the completion of the period stipulated or the extension thereof permitted under the Tender Document and commencement of the services by the Successful Bidder and shall in no event be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.
2. Our liability under this PS is restricted to ----- only). MADC shall be entitled to invoke this PS up to 30 (thirty) days of the last date of the validity of this PS by issuance of a written demand to invoke this security.
3. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from MADC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to MADC.
4. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Successful Bidder] and/or any other person. The Guarantor Bank shall not require MADC to justify the invocation of this PS, nor shall the Guarantor Bank have any recourse against MADC in respect of any payment made hereunder.
5. This PS shall be interpreted in accordance with the laws of India and the courts at Mumbai (in State of Maharashtra, India) shall have exclusive jurisdiction.
6. The Guarantor Bank represents that this PS has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein. This PS shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.
7. This PS shall be a primary obligation of the Guarantor Bank and accordingly MADC shall not be obliged before enforcing this PS to take any action in any court or arbitral proceedings against the Successful Bidder, to make any claim against or any demand on the Successful Bidder or to give



any notice to the Successful Bidder or to enforce any security held by MADC or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder.

- 8. The Guarantor Bank acknowledges that this PS is not personal to MADC and may be assigned, in whole or in part, (whether absolutely or by way of security) by MADC to any entity to whom it is entitled to assign its rights and obligations under the Leave & License Agreement /Lease Deed in respect of the Plot.
- 9. The Guarantor Bank hereby agrees and acknowledges that MADC shall have a right to invoke this PS either in part or in full, as it may deem fit. Notwithstanding anything contained hereinabove, our liability under this PS is restricted to ----- only) and it shall remain in force for the period as stipulated in Clause 1 of this PS, with an additional claim period of 30 (thirty) days thereafter. This PS shall be extended from time to time for such period, as may be desired by [Insert name of the Successful Bidder]. We are liable to pay the guaranteed amount or any part thereof under this PS only if MADC serves upon us a written claim or demand.

In witness whereof the Guarantor Bank, through its authorized officer, has set its hand and stamp on thisday of at

Witness:

- 1. Signature
Name and Address. Name:
- 2. Designation with Guarantor Bank Stamp
Name and Address

Attorney as per power of attorney No.

For:..... [Insert Name of the Guarantor Bank]

Banker’s Stamp and Full Address:

Dated this day of 20.....

Note:

The Stamp Paper should be in the name of the Guarantor Bank. This date shall be one (1) month after the validity.

CONTENTS

Cover No.	Technical Cover Details	Documents to be uploaded in the following Chronological Order
1.	Tender Document Fee, Declaration and Affidavit 5	Copy of requisite Tender Document Fee & EMD in the form of Demand Draft Declaration and Affidavit on a Non-Judicial Stamp Paper, etc.(Original D/D, Declaration & Affidavit must reach to the TIA, as per stipulated critical dates of the EOI).
2.	Company Profile	Legal Status of the Firm- Memorandum & Articles of Association/Registration Details/Partnership deeds/Power of Attorney in case of Partnership Firm/Affidavit in case of Proprietorship Firm etc. along with Power of Attorney of the Signatory.
3	Statutory Documents	Copy of Certificate of all Statutory documents towards Registration of GST/PAN, as applicable /EPF
4	Financial Capability	Copy of Annual Turnover showing Average Annual Turnover, Audited Balance Sheet, Net worth, IT Returns, VAT Clearance, Current Banker’s Solvency Certificate.
5	Similar Work	Copy of List of Similar Works with Supporting Certificates.
6	Works in Hand	Copy of List of Similar Works in hand with supporting documents like Work Orders, Certified Bill Copy and Completion Certificates etc.
7	Equipment & Manpower	Documentary evidence/Notarized Affidavit with list of Equipment owned and Manpower Details as per EOI
8	Forms	Forms 1-05

FORM – I ORGANIZATION DETAILS

Sr. No.	Particulars	Details
1.	Name of Organization	
2.	Address	
3.	Contact Person	
4.	Telephone No.	
5.	Mobile No.	
6.	Fax No.	
7.	Email ID	
8.	Details regarding Demand Draft/Pay order for Scrutiny Fee as mentioned in EoI	
9.	Organization Details	Attached Separately in Form 2
10.	Details of Director/Partners/Proprietors	Attached Separately in Form 3
11.	List of Assignments completed	Attached Separately in Form 5
12.	List of Assignments in progress	Attached Separately in Form 6
13.	Financial Status	Attached Separately
14.	List of permanent professional Employees and Key Personnel mentioning their specialization, Attached Separately qualifications, experience and association with the firm	Attached Separately
15.	List of equipment available with the firm	Attached Separately
16.	Affidavit	Attached Separately

**Signature of the Applicant
Name & Designation**

**Place:
Date:**

FORM – IIDETAILED OF DIRECTORS / PARTNERS / PROPRIETORS

Sr. No.	Name of Director/Partners/ Proprietors	Academic Qualification	Designation	Address/Phone/Fax/Email
1.				
2.				
3.				
4.				

**Signature of the Applicant
Name & Designation**

Place:

Date:

FORM – III LIST OF MAJOR ASSIGNMENTS COMPLETED & IN PROGRESS

Sr. No .	Name of Work/Project in progress with Address	Short description	Name & Add. Of Owner	Scope of Services to be provided	Date of start of Work/Project	Stipulated time of Completion	Status of Work	Expected Date of Completion	Any other relevant information
1	2	3	4	5	6	7	8	9	10

Note:

- 1) The list of Works/Projects mentioned above should be substantiated with documentary evidence such as Work Orders/Contract Agreements duly attested.
- 2) Applications received without necessary documentary evidence are liable to be rejected.

**Signature of the Applicant
Name & Designation**

Place:

Date:

EXHIBIT – V- FINANCIAL STATUS

Sr. No.	Financial Year	Turnover (Consultancy Fee) (Rs.)
1.	2017-18	Rs.
2.	2018-19	Rs.
3.	2019-20	Rs.

Note: Certified copies of audited Balance Sheets/Chartered Accountants
Certificates to be enclosed.

Signature of the Applicant
Name & Designation

Place:

EXHIBIT – VI -DETAILS OF LITIGATIONS / DISPUTES OVER LAST 7 YEARS

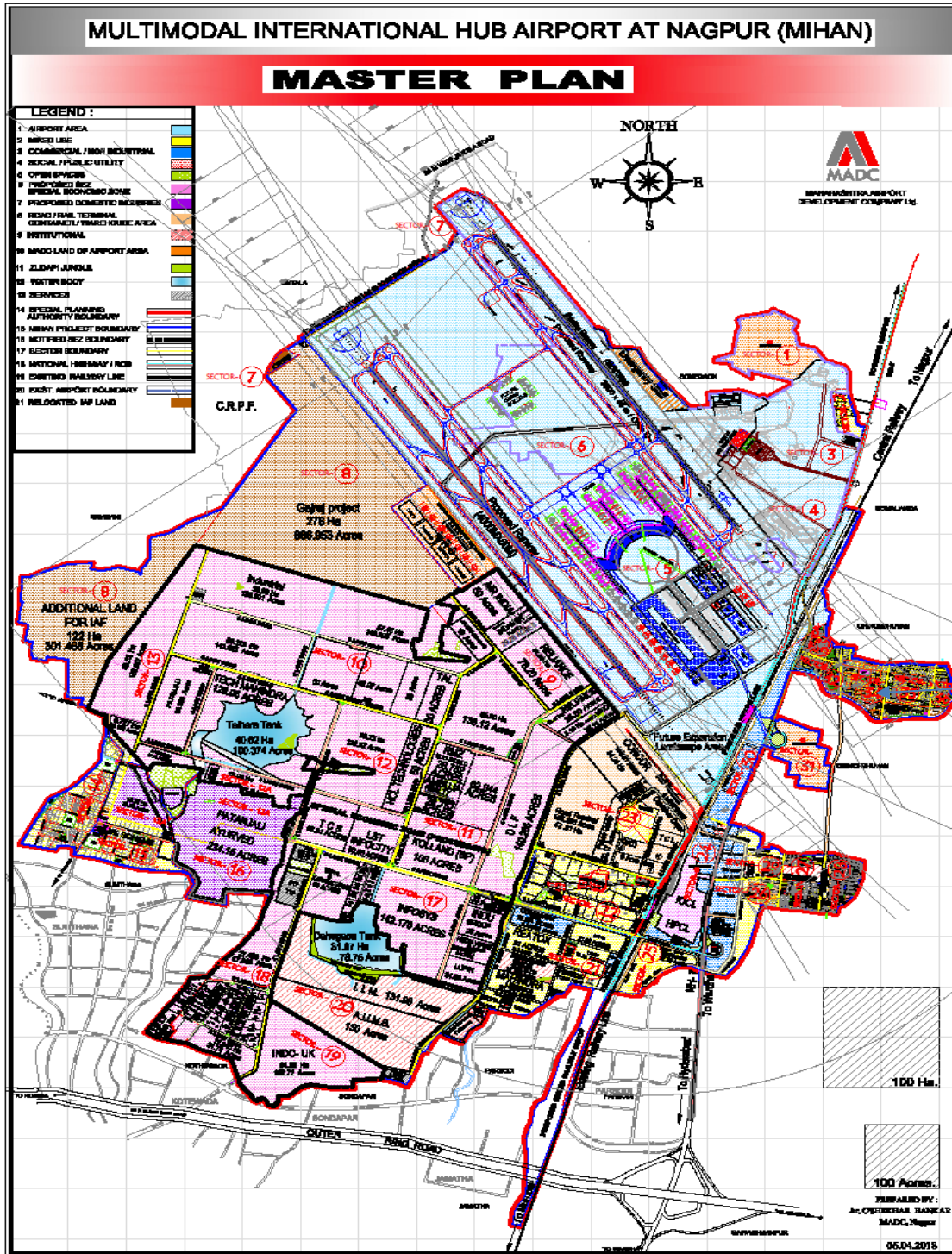
Sr. No.	Particulars of Litigation/Arbitration/ Disputes/Actions	Name of Party/Institute/ Organization against whom the litigation/arbitration is preferred	Date of Litigation n/ Arbitration	Present stage of Litigation/ Arbitration	Remarks
1	2	3	4	5	6

**Signature of the Applicant
Name & Designation**

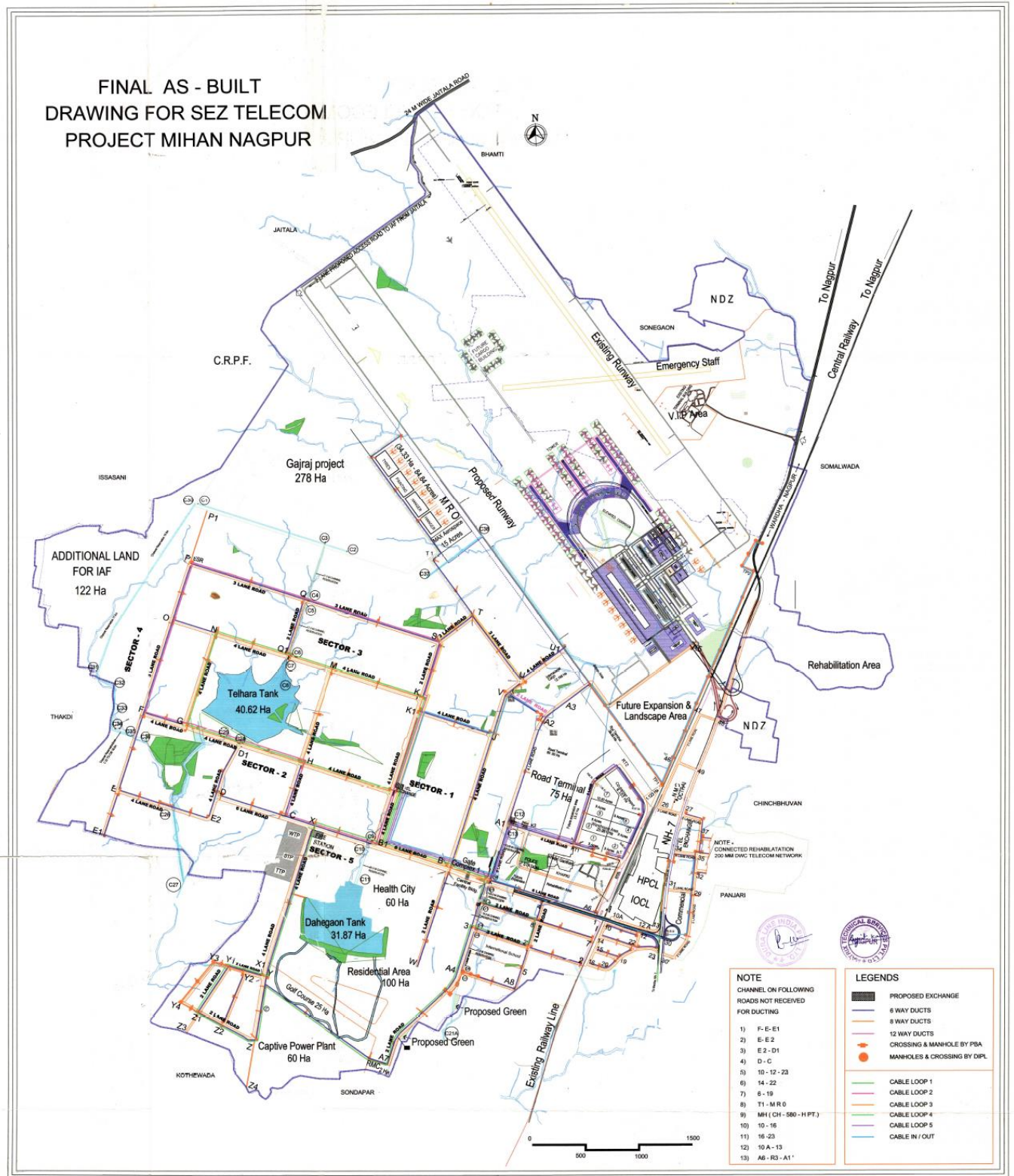
Place:

Date:

ANNEXURE – I: LOCATION PLAN



ANNEXURE – II: NETWORK LAYOUT



CHECKLIST FOR SUBMISSION

- I. Technical Proposal (For Cover – 1)
 1. Tender Fees
 2. Earnest Money Deposit
 3. Original bid document issued by MADC duly signed by bidder.
 4. Schedule of summary price proposal (in given format)
 5. Form 1-5 in agency letter head duly signed.
 6. Supporting Documents