

GOVERNMENT OF MANIPUR UNDERTAKING



REQUEST FOR PROPOSAL

FOR

**SELECTION OF FIRM FOR EXTENSION OF BHARATNET FROM 163 GRAM
PANCHAYATS TO VILLAGES/GOVERNMENT INSTITUTIONS AS LAST MILE
CONNECTIVITY (LMC) ON OPTICAL FIBRE CABLE UNDER "CAPITAL PROJECTS IN
OPTICAL FIBRE CABLE NETWORK IN MANIPUR"**

**M/s CYBER CORPORATION MANIPUR LIMITED
(A Company under Government of Manipur)**

Disclaimer

The information contained in this Tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by CYBER CORPORATION MANIPUR LIMITED (CCML) or any of their employees is provided to Bidder(s) on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender is not an agreement and is neither an offer nor invitation by the CCML to the Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender (the "Bid"). This Tender includes statements, which reflect various assumptions and assessments arrived at by the CCML in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for the CCML, to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, studies and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtains independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) 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. CCML accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

CCML, makes 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 Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Bid Stage. CCML also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.

CCML may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender. The issue of this Tender does not imply that CCML is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and CCML reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

CCML reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the Tender, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

Notice Inviting Open Tender

Cyber Corporation of Manipur Limited (CCML) is inviting bids from the eligible bidders for "Selection of **FIRM** for extension of BharatNet from the covered 163 Gram Panchayats to Villages/Government Institutions as Last Mile Connectivity (LMC) on OFC under the project "Capital Projects in Optical Fibre Cable Network in Manipur". CCML intends to select the CONSULTANTS /FIRM by inviting the proposals through open tender process.

Submission of proposal in response to this RFP shall be deemed to have been done after careful study and examination of these two documents with full understanding of their terms, conditions and implications.

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

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

To obtain first-hand information on the assignment, prospective bidders are encouraged to attend a pre-bid meeting.

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1. Acronyms

| Term | Definition |
|--------|--|
| OFC | Optical Fibre Cable |
| CCML | Cyber Corporation of Manipur Limited |
| ISP | Internet Service Provider |
| PHC | Public Health Center |
| RFP | Request for Proposal |
| EMD | Earnest Money Deposit |
| BG | Bank Guarantee |
| GPs | Gram Panchayats |
| VSAT | Very Small Aperture Terminal |
| Bidder | Sole Bidder |
| PBG | Performance Bank Guarantee |
| DoT | Department of Telecommunication |
| TRAI | Telecom Regulatory Authority of India |
| GoI | Government of India |
| ICT | Information and Communication Technology |
| NOC | No Objection Certificate |
| PM | Project Management |
| O&M | Operation and Maintenance |
| FAT | Final Acceptance Testing |
| IT SEZ | Information Technology Special Economic Zone |
| PO | Purchase Order |
| LOA | Letter of Award |
| SLA | Service Level Agreement |
| SWAN | State Wide Area Network |
| DHQ | District Headquarter |
| BHQ | Block Headquarter |
| PoP | Point of Presence |
| OLT | Optical Line Terminal |
| ONT | Optical Network Terminal |
| EMS | Element Management System |
| SPV | Special Purpose Vehicle |
| BOM | Bill of Materials |

2. Fact Sheet & Important Dates

| Item | Description |
|--|--|
| Tender Issued By | Cyber Corporation of Manipur Limited (CCML) |
| Name of the project work | Extension of BharatNet from 163 Gram Panchayats to Villages/Government Institutions as Last Mile Connectivity (LMC) on OFC under " Capital Projects in Optical Fibre Cable Network in Manipur ". |
| Contract Period | 5 years and may be extended as required. |
| Tender Reference No. | CCML/3/2023-CCML-CCML |
| Nature of Bid Process | Online Bid Submission on https://manipurtenders.gov.in <ol style="list-style-type: none"> 1. EMD 2. Pre-qualification Bid 3. Technical Bid 4. Commercial Proposal |
| Website to download the Tender Documents (RFP) | https://manipurtenders.gov.in & http://manipur.gov.in . |
| Tender Document | Request for Proposal |
| Date of Issue of Tender | |
| Tender Type (Open/Limited) | Open |
| Is Offline Submission Allowed (Yes/No) | No |
| Withdrawal Allowed (Yes/No) | Yes (on or before the last date and time of bid submission) |
| Bid Validity days | 180 days |
| Tender Fee | The bidder should furnish INR 20,000/- (Twenty Thousand Rupees only) along with the bid. And should be submitted in the form of Bank Draft/Banker's Cheque of any Scheduled Bank drawn in favour of 'Managing Director, Cyber Corporation of Manipur Limited payable at Imphal only. |
| Earnest Money Deposit (EMD) | The bidder should furnish INR 5, 00,000/- (Five Lakhs Rupees only) along with the bid. EMD should be submitted in the form of Bank Guarantee (BG) /Draft/Bankers Cheque from any Scheduled Bank drawn in favor of 'Managing Director, Cyber Corporation of Manipur Limited payable at Imphal only. Bidders registered as MSEs as defined in MSE procurement policy issued by Dept of MSME are exempted from submission of Earnest Money Deposit (EMD). The certificate for same also to be submitted along with bid, else EMD will be applicable. |
| Address to send Queries | martha.khuman@nic.in |
| Method of Selection | Quality and Cost Based Selection (QCBS) |
| Last Date for Submission of written queries by bidders | (Queries received in email in the format as per Annexure-1 in RFP) |

| | |
|---|---|
| Date of Pre-bid Meeting | |
| Place for Pre-bid Meeting | Cyber Corporation of Manipur Limited New Secretariat, 4th Floor, Western Block Imphal West- 795001 |
| Last date and time for Submission of Bids | |
| Last date and time for Submission of Original copy of EMD | Original copy of EMD should be submitted atoffice by ... PM on the last date of bid submission |
| Opening of Technical Bid | |
| Technical Presentation by bidders | To be communicated later |
| Opening of Commercial Bids | To be communicated later |
| Address for Communication | Managing Director, Cyber Corporation of Manipur Limited New Secretariat, 4 th Floor, Western Block Imphal West-795001 |

3. Introduction

3.1 About Cyber Corporation of Manipur Limited (CCML)

Cyber Corporation of Manipur Limited (CCML) has been specifically formed under Department of Information Technology, Manipur in order to implement Digital Projects in Manipur. At present it has been staffed and is already implementing Manipur IT SEZ and other projects.

CCML is envisioned to establish a state-of-the-art network infrastructure to facilitate the realization of 'Digital Connectivity' thereby empowering people with digital skills. CCML will provide Infrastructure for affordable and high-speed broadband connectivity and a Digital service across 163 Gram Panchayats, Govt. of Manipur is one of the pioneers in promotion of ICT and e-Governance in India. The State Government also believes that Information Technology has changed the way we live and do business, and that Information Technology has huge potential in ensuring timely delivery of citizen services.

The Government of Manipur believes that the development in the field of Information and Communication Technology (ICT) can be effectively leveraged to deliver a variety of information and services to the citizens effectively and efficiently. The state had formulated CCML SPV to provide broadband connectivity to every household in rural Manipur.

The SPV would be responsible for day-to-day execution, management and monitoring of the project. It would play a very critical role in ensuring that the project is executed on-time and within the budget.

The vision and objectives for CCML are articulated in consultation with key stakeholders of Government of Manipur

- To establish a state-of-the-art network infrastructure to serve as backbone for Digital Manipur.
- To usher in digital democracy through affordable & reliable high-speed broadband connectivity to every household, government and private institution in Manipur.
- Create a scalable, robust, resilient, secure and long-lasting digital infrastructure (to deliver various services, applications, content from govt. and service providers).
- Provide high speed broadband connectivity to the remotest areas which will enable the State to provide better government services at the doorstep of citizens

3.2 About Bharat Net

BharatNet is an ambitious project of the Government of India to provide broadband connectivity to all village panchayats in the country. The Government of India through the Department of Telecom had created a strategic plan for providing broadband connectivity to all 250,000 panchayats in India on fiber optic cable with a minimum of 100 Mbps speed as part of the project. The network shall be used to provide various e-governance services as well as internet facilities to all panchayats.

Presently, Government of Manipur is implementing the Bharat Net project to provide broadband connectivity to all Gram Panchayats and blocks in hilly regions of 16 Districts.

In Phase I, 325 Gram Panchayats are covered through OFC while the ongoing Phase II, 1140 sites are commissioned at hilly regions under VSAT.

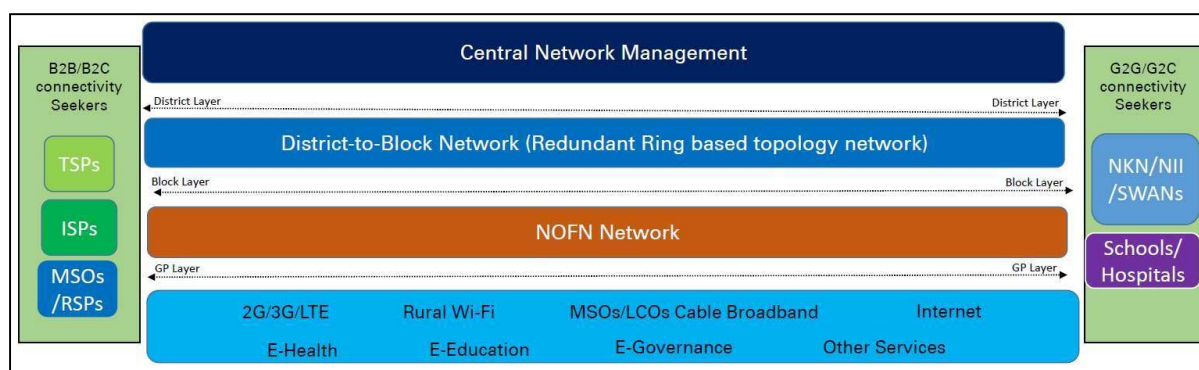


Figure 1: Overall BharatNet Architecture

This project will provide last mile connectivity from 163 GPs to Govt. Institutions (School, Health Centre, Anganwadi, Police Station, Krishi Vikash Kendra, Post Office, Ration Shop etc.) and houses through OFC which will ease lives of citizens in Manipur through Digital connectivity at the remotest areas.

3.3 About this RFP

Cyber Corporation of Manipur Limited (CCML) being an implementing Agency invites technical and financial bids from reputed Firm for extension of BharatNet on OFC from 163 Gram Panchayats to Villages/Government Institutions, as detailed in the Scope of Work in this RFP. The successful bidder will provide services under this RFP for 5 years initially period and may be extended as require. The bidder shall provide internet connectivity of bandwidth not less than 1Gbps per GP with IPTV Local Channels and other National Channels and services available on the OTT platform.

4. Pre-Qualification Criteria

The bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the RFP document.

The bidder must also possess the technical knowhow, qualified resources and tools that would be required to successfully execute the services.

| S. No | Parameters | Documents Required |
|-------|---|--|
| 1. | The bidder must have minimum 1 (One) operational office in each 6 districts i.e Bishnupur, Imphal East, Imphal West, Thoubal, Kakching, and Kangpokpi. In case bidder doesn't have office in District(s), bidder should give an undertaking to open an office in District(s) within 45 days from the date of award. | Proof of Address or Consent Letter in the letterhead with stamp. |
| 2. | The Bidder must be an Indian firm / company / organization registered under the Companies | Copy of the Partnership deed/Bye Law / Certificate of |

| | | |
|-----|---|--|
| | Act 1956 and should be in existence for more than 5 years in India. | Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. |
| 3. | The bidder must have experience of Laying, Installation, Testing and Commissioning & Maintenance of Optical Fibre Cable (Underground or Aerial) of more than 100 Kms in last 3 years as on bid submission date. | (Work order / Purchase order / Contract) And Work Completion Certificate Note – 1: Bidder will have to produce necessary supporting documents other than mentioned above to clearly prove completion of work in last 3 years. Note – 2: Bidder can submit separate documents for Project and O&M experience. |
| 4. | Average Annual Sales Turnover of Rs.10 Crores or more during the last 3 (three) financial years (FY 21-22, FY 22-23 and FY 23-24) as per the last published balance sheets. | Copy of the audited Balance Sheet statement of the bidder for the last three financial years: (FY 21-22, FY 22-23 and FY 23-24) and certificate from Chartered Accountant. |
| 5 | The bidder must be able to provide IPTV services with min of 3 Local Channels and additional National News Channel and other OTT platform services. | Supporting Document with Proof |
| 6. | The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices. | A self-certified letter by the designated official of the responding firm |
| 7. | The bidder should have an experience of at least 2 (two) Government's OFC Project at 2 (two) Districts in any State of North Eastern India. | Work order/ Completion Certificate from the client |
| 8. | The bidder must have a valid GST registration Certificate | Copy of GST registration Certificate. |
| 9. | The bidder should be a member of the Indian Broadband Forum / an authorized Franchisee of a company which is a member of the Indian Broadband Forum. | Supported Document with Proof |
| 10. | The bidder shall be an Internet Service Provider (ISP) or a franchisee of an ISP engaged in offering internet connection for the last 5 years. | Supporting Document with Proof |
| 11 | The bidder should not be blacklisted by any Central Government/State Government /Government Bodies or PSU. | Self-Declaration that the bidder has not blacklisted by any Central Government/State Government /Government Bodies or PSU. |

Note: All supporting documents for the above listed criteria's should be submitted along with the bid. In absence of the supporting documents, the bid will not be considered for evaluation.

5. Instructions to Bidder

5.1 Procedures for Submission of Bids

- As part of the prequalification bid document, the bidder shall submit all the documentary evidence mentioned in table under **Pre-Qualification criteria**.
- Bids (Technical bid & financial bid) relevant documents shall be submitted online on <https://manipurtenders.gov.in>.
- The Bidders should scan and upload the respective documentary evidence as mentioned in Eligibility Criteria.
- The bidders shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/authenticity.
- The financial bid details should be quoted in the financial bid format attached with the tender and upload online only.
- Bidders are required to upload the Scanned copy of Demand draft for EMD and Tender Fee respectively at online bidding portal. Further, original Demand Draft for EMD and Tender Fee respectively, must be submitted in a sealed envelope mentioning "EMD and Tender fee" to CCML office before due Date and Time for Submission of Bids as mentioned in RFP.

5.2 Compliant Bids/Completeness of Response

- Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- Failure to comply with the requirements of this paragraph may render the Bid non-compliant and the Bid may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - iii. Include all supporting documentations specified in this RFP

5.3 Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts / clarifications as to the meaning of any portion of the conditions or the specifications he shall submit the queries before the last date for Submission of Pre-Bid Queries.

5.4 Bid Preparation costs

The Bidder shall bear all costs associated with the preparation and submission of its

bid, including cost of presentations etc. for the purposes of clarification of the bid regardless of conduct or outcome of Bidding Process.

5.5 Pre bid Meeting & Queries Clarification

- CCML will host a Pre-Bid meeting for any clarification regarding the RFP document and CCML encourages prospective bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid. The representatives of the bidders may visit the CCML office at their own cost for any clarification(s).
- The pre-bid queries should be submitted in the format in **Annexure-I** as excel sheet format, (.xls or .xlsx) only via email only, to martha.khuman@nic.in on or before the last date as mentioned in the **Fact Sheet & Important Dates**. Any deviation/incomplete format shall be summarily rejected and shall not be taken into consideration.

Annexure-I: Request for Clarifications/Pre-bid queries

| S.No | RFP Document Clause/ Section No. | Clause Title | Page No. | Content of the RFP Requiring Clarification | Clarification Sought |
|------|----------------------------------|--------------|----------|--|----------------------|
| | | | | | |

• Responses to Pre-Bid Queries and Issue of Corrigendum

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

5.6 Earnest Money Deposit (EMD)

- The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount mentioned in the **Fact Sheet & Important Dates**

- The EMD of unsuccessful bidders shall be returned within 30 days of award of Contract to the successful Bidder
- The EMD of successful bidder shall be returned upon the bidder executing the Contract, pursuant to Award of Contract and furnishing the Bank Guarantee/Security Deposit, towards Performance Bank Guarantee.
- CCML shall return the EMD of the successful bidder only after submission of the PBG and signing of the contract.
- No interest shall be paid by the CCML on the EMD
- Bidders registered as MSEs as defined in MSE procurement policy issued by Dept of MSME are exempted from submission of Earnest Money Deposit (EMD). The certificate for same also to be submitted along with bid, else EMD will be applicable.
- The EMD shall be forfeited:
 - i. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
 - ii. in the case of a successful Bidder, if the Bidder fails;
 - to sign the Contract in accordance with Award of Contract or
 - to furnish PBG in accordance with Performance Bank Guarantee
 - CCML reserves the right to blacklist the bidder.

5.7 Bid Opening

The Proposals submitted up to date and time mentioned in this RFP document will be opened by Proposal evaluation committee authorized by CCML, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

5.8 Bid Validity Period

Bids shall have validity period as mentioned in **Fact Sheet & Important Dates** after the date of opening of Technical Bid. A bid valid for a shorter period may be summarily rejected as non-responsive.

5.9 Language of Bids

The bid should be prepared and submitted by the bidders in English language only.

5.10 Authentication of Bids

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

that the representative has been duly authorized to sign.

5.11 Amendment of Request for Proposal

- At any time prior to the due date for submission of bid for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.
- It shall be the responsibility of the prospective bidder(s) to check the e-procurement portal website from time to time for any amendment in the RFP document.

5.12 Late Bids

- Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- CCML shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- CCML reserve the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

5.13 Bid Evaluation Process

• Preliminary Examination of Pre-Qualification Criteria document

The Pre-qualification document will be examined to determine whether the bidder meets the prequalification criteria, any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or pre-qualification criteria specified in various sections of this Bid Document will be rejected and will not be considered further.

• Technical Evaluation Criteria

Qualification criteria for technical evaluation stage are to secure a minimum of 60% in the overall technical score.

Bidders who have qualified in the Pre-qualification criteria as per Pre-Qualification criteria would undergo Technical Evaluation as per the criteria as follows:

| S. No | Parameters | Documents Required |
|--------------------------|--|--|
| 1 | IPTV Services with Local Channel and National News Channel and other OTT platform. <ul style="list-style-type: none"> • 3 Local Channels in any State of North Eastern India: 5 Marks • 4 Local Channels in any State of North Eastern India: 10 Marks • 5 Local Channels in any State of North Eastern India: 15 Marks • >5 Local Channels in any State of North Eastern India: 20 Marks | Supporting Documents for the proof |
| 2 | Average annual turnover of bidder in last 3 financial yrs (FY 21-22, FY 22-23 and FY 23-24) <ul style="list-style-type: none"> • >=10<=15 Crores : 5 Marks • >15 Crores : 10 Marks | Audited balance sheet/ CA signed Certificate |
| 3 | No. of District with OFC Projects completed <ul style="list-style-type: none"> • 3 Districts in any State of North Eastern India: 5 Marks • 6 Districts in any State of North Eastern India: 10 Marks • 9 Districts in any State of North Eastern India: 15 Marks • 12 Districts in any State of North Eastern India: 20 Marks | Copies of Work orders from the Client or Completion Certificates |
| 4 | ISP with number of subscribers <ul style="list-style-type: none"> • >1000<1500 in any State of North Eastern India: 5 Marks • >1500<2000 in any State of North Eastern India: 10 Marks • >2000<2500 in any State of North Eastern India: 15 Marks • >2500 in any State of North Eastern India: 20 Marks | Supporting Documents for the proof |
| 5 | Presentation: 30 Marks <ol style="list-style-type: none"> i. Profile of Company ii. Adequacy and Quality of resource proposed for deployment iii. Approach & Methodology for the solutions provided. iv. Complete understanding of the requirements and the scope of the work v. Project Plan for handling vi. Methodology for deployment of OTT platform services. vii. Demonstration of IPTV Services with 3 Local Channels | Presentation Slides |
| Total Marks (100) | | |

FINANCIAL BID**1. CAPEX**

| S. No | Project Component | Cost (in Rs.) | Total Cost |
|----------------------------|--|----------------------|-------------------|
| 1. | Implementation a. Hardware installation and Commissioning at GPs/BHQ b. Onboarding/Activation of Subscribers | | |
| GST (as applicable) | | | |
| Total | | | |

2. OPEX

| S. No | Particulars | Rate/year | Unit (Year) | Sub-Total |
|--------------|--------------------------------|------------------|--------------------|------------------|
| 1. | Operation and Maintenance Cost | | 5 | |
| 2 | GST (as applicable) | | 5 | |
| Total | | | | |

Grand Total (in words) _____
(CAPEX + OPEX)

Dated:

Signature and Seal of authorized signatory

- **Evaluation of Commercial Bid**

The commercial bids of only technically successful Bidder(s) shall be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive.

The bidder who has quoted the lowest price shall be taken as the lowest financial bid.

- **METHOD OF SELECTION**

QCBS-Quality and Cost Based Selection in the ratio 70:30 for Technical and Financial bid.

EXAMPLE:

Bid Evaluation will be done as follows:

Stage 1:

Technical Bid Evaluation:

Example Table (A)

| Bidder Details | Technical Marks Obtained out of 100 |
|-----------------------|--|
| Bidder 1 | 85 |
| Bidder 2 | 75 |
| Bidder 3 | 80 |

Stage 2:

Normalization of Marks:

Normalized Score = (Technical marks obtained by the Bidder under consideration/Highest Technical

Marks obtained among the bidders) * 100

Example Table (B)

| Bidder Details | Technical Marks Obtained out of 100 |
|-----------------------|--|
| Bidder 1 | $(85/85)*100= 100$ |
| Bidder 2 | $(75/85)* 100= 88$ |

| | |
|----------|------------------|
| Bidder 3 | $(80/85)*100=94$ |
|----------|------------------|

Based on the results of Technical evaluation, commercial bids for those bidders will then be opened who qualify (i.e., achieved a normalized score of 60% or more) in the Technical evaluation.

Stage 3:

Financial Bids Evaluation:

The financial bid amount shall be converted into financial score, while considering the commercial quote given by each of the bidders in the financial bid as follows:

Commercial score of a Bidder = (Lowest Financial Bid/Quote of the bidder under consideration)* 100

Example Table (C)

| Bidder Details | Commercial Quote | Calculation | Commercial Score |
|----------------|------------------|---------------------------|------------------|
| Bidder 1 | 1,30,000 | $(1,00,000/1,30,000)*100$ | 77 |
| Bidder 2 | 1,20,000 | $(1,00,000/1,20,000)*100$ | 83 |
| Bidder 3 | 1,00,000 | $(1,00,000/1,00,000)*100$ | 100 |

Stage 4:

Final Score Calculation through QCBS:

The final score will be calculated through Quality and Cost Based Selection method based on the following weightage:

Technical: 70%

Commercial: 30%

Combined Technical and Financial Score = $(0.7*Technical\ Score) + (0.3*Commercial\ Score)$

Example Table (D)

| Bidder Details | Technical Score | Financial Score | Final Score | Rank of Bidder |
|----------------|-----------------|-----------------|--------------|----------------|
| Bidder 1 | 70.00 | 23.10 | 93.10 | H2 |
| Bidder 2 | 61.60 | 24.90 | 86.50 | H3 |
| Bidder 3 | 65.80 | 30.00 | 95.80 | H1 |

In the above example, Bidder 3 with rank H1 shall be declared as the successful bidder.

- **Modification and Withdrawal of Bids**

- i. No bid may be altered/ modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders shall not be considered.
- ii. If any bidder withdraws his bid, at any stage after the last date and time of bid submission till the final evaluation or declaration of the selected bidder, it shall be declared a "defaulting bidder" and amongst other measures, EMD of such defaulting bidder shall be forfeited. In such situation the tendering process shall be continued with the remaining bidders as per their ranking.
- iii. If the bidder declines after being declared as successful bidder, it shall be declared as defaulting bidder and EMD of such defaulting bidder shall be forfeited and CCML reserves right to blacklist/debar any such bidder for next 3 Years from participating in any tender floated by CCML. In such a situation, CCML would carry out discussions with the subsequent bidder

5.14 Award of Contract

Qualified Bidders will be notified and after the notification of award, Purchase Order (PO)/Letter of Award (LOA) will be issued. Accordingly, a contract shall be signed between successful bidder and CCML. As an acceptance of the PO/LOA, the Bidder shall sign and return a duplicate copy of the PO/LOA to CCML and shall return the duplicate copy along with a Performance Bank Guarantee within 15 working days from the date of issuance of PO/LOA. Further, on receipt of the Performance Bank Guarantee, CCML shall enter into a contract with the successful bidder.

Performance Bank Guarantee (PBG)

PBG shall be in the form of irrevocable bank guarantee issued by any scheduled bank which shall need to be submitted within 15 days from the receipt of PO/LOA.

The bidder shall submit PBG in two formats as stated below:

Project Implementation PBG(I-PBG)

I-PBG should be 5% of the implementation cost and valid up to 45 days after the completion of the project implementation and shall be returned upon completion of the project implementation.

Operation and Maintenance PBG(M-PBG)

M-PBG should be 5% of the value of the Operation and Maintenance and valid up to 45 days after the completion of the Operation and Maintenance and shall be returned upon completion of the Operation and Maintenance.

In case of extension of Implementation/ Operation and Maintenance contract tenure beyond the original period, PBG shall be extended to cover such extended period.

5.15 Right to Terminate the Process

CCML reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by CCML under the following circumstances: -

- i. The selected bidder commits a breach of any of the terms and conditions of the bid.
- ii. The bidder goes into liquidation, voluntarily or otherwise.
- iii. If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. CCML reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- iv. If deductions of account of liquidated damages /Penalty exceeds more than 10% of the O&M price.
- v. In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, CCML reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder.
- vi. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, CCML reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which CCML may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- vii. CCML reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

5.16 Non-Conforming Bids

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

- i. If it does not comply with the requirements of this RFP.
- ii. If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.
- iii. If it is not accompanied with the required EMD and/or the EMD is conditional.

5.17 Confidentiality

- Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising CCML in relation to, or matters arising out of, or concerning the Bidding Process or CCML will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence.
- Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.

6. Scope of Work

- CCML proposes to extension of BharatNet from the covered 163 Gram Panchayats as Last Mile Connectivity (LMC) on OFC under the project "Capital

Projects in Optical Fibre Cable Network in Manipur" to the following:

- i. Police Stations
 - ii. Government/Private Schools
 - iii. Anganwadi Centers
 - iv. Krishi Vikas Kendras
 - v. CHCs/PHCs
 - vi. Post offices
 - vii. Forest Check Gates
 - viii. Rations Shops
 - ix. Households
 - x. Private establishments etc.
- The responsibility of the installed equipment at the GPs office/identified location will lie with the successful bidder for the period of O & M i. e 5 yrs. or more as per mutual agreement.
 - The bidder shall tie up with the nearest CSCs or any other CSCs from the GPs to ensure safety and operation of the installed infrastructure. Further, the bidder through the CSCs will set up Wi-Fi Hot Spot at every GPs office/ the location where the equipment are installed. The bidder through the CSCs will provide free internet Wi-Fi Services to the Citizens for the first 30mins after which the Bidder/CSCs will charge a nominal cost for the Wi-Fi Services. The fees collected from such Wi-Fi Services would accrue to the Bidder/CSCs.
 - The successful bidder in addition to the existing internet connectivity of Bharat Net will provide its own internet Connectivity with bandwidth not less than 1Gbps per GP.
 - It will be the responsibility of the successful bidder to transmit both BharatNet Connectivity wherever present and its own internet connectivity over the same optical fiber so as to provide two options of internet connectivity to the subscribers. The bidder will also provide IPTV Local Channels of Manipur and other National Channels and services available on the OTT platform.
 - The priority of the bidder should be to connect Govt. Offices/Agencies within the GPs while the bidder will also connect interested subscribers laying along the path of the OFC cable enroute to the Govt.Institutions/Agencies subject to max distance of 200mtrs. If any subscriber is beyond 200 mtrs. from the Drop point of the OFC such subscribers can be connected provided the subscriber pays for the additional cost.
 - The overall scopes of work shall include the followings along with the installation and commission of the components mentioned in the Bill of Materials (BOM) for entire project which will be taken care by the selected consultants /firm in coordination with CCML and Department of IT, Government of Manipur.

6.1 Permits and Documentation

- The bidder shall procure all the Applicable Permits / Licences / NOCs required for developing the OFC network from the competent authority

and as per DoT guidelines.

- Shall conduct the route survey require for the implementation of the Project and submit all relevant documents to the Authority.
- Provided details of the Specifications and Standards for major material / product intended to be procured for the Project.

6.2 Material Inspection & Testing

Bidder shall be responsible for below material inspection activities:

- Shall be responsible for receipt of lot verification certificate issued by authorized QA agency for equipment (including all active and passive infrastructure, radio, etc.) /materials, before supply at site and shall update the same.
- In case material delivered is found to be faulty, shall notify CCML about rejection of the partial/complete delivery of material.
- Should any inspections or tests indicate that specific item does not meet Specification requirements as per RFP; the appropriate items shall be replaced, upgraded, or added as necessary and as applicable to correct the noted deficiencies at no cost to the CCML. After correction of a deficiency, all necessary retests shall be performed to verify the effectiveness of the corrective action.
- Unless otherwise specified in this Contract, selection of test samples, number of specimens and acceptance of results shall be in accordance with the terms of the relevant Standards and Codes. Where no terms exist, bidder shall instruct details in advance, in agreement with CCML, of the inspection and tests in response to the request.

6.3 Network Design

The bidder shall deploy and connect the end points through OFC connectivity, ensuring the following bandwidth:

| Location | Minimum Bandwidth |
|-----------------|-------------------|
| Gram Panchayats | 1Gbps |

- Depending on the feasibility of OFC deployment, bidder may decide to deploy suitable network architecture after the duly approval from authority. Performance requirements should not impact in any case.
- The network shall be designed to have the capability for seamless integration including but not limited to SWAN etc. and should be scalable to meet end user requirements.
- The bidder shall provide broadband connectivity free for 1 year to end users and undertaking has to be obtained from the users as per the format.

6.4 Equipment Installation

- The bidder shall provide Network and Infrastructure Elements at GPs/BHQ and provide all supply and installation including OLT, ONT/Terminal Equipment, Hardware for OFC Cable and ONT/Terminal Equipment, PM WANI Access Point Hardware and associated equipment's, spares, other laying material, associated equipment/Material.
- Adequate power back-up infrastructure shall be provided by the bidder subject to minimum 6 (six) hours of back-up, ensuring that the network up time is maintained as per defined SLA.

6.5 OFC Laying

- Bidder shall monitor the progress of OFC laying/blowing/aerial and end to end connectivity.
- Bidder shall ensure that the OFC laying underground and aerially, is carried out as per the engineering instructions and following guidelines of DoT and infrastructures of CCML/DIT, GoM.

6.6 Acceptance and Commissioning

- Bidder will carry out Acceptance Testing for all related activities and items for this project and shall submit report to CCML.
- Bidder will propose to declare the commissioning of the network as per the laid down procedure.
- Bidder shall also propose to issue a commissioning certificate for completed connectivity beyond Gram Panchayats such as Government institutions, Households etc.
- Bidder shall test the bandwidth availability on its device at connected PoPs and record that in its commissioning certificate.

6.7 Periodic Maintenance

Once the Final Acceptance Testing (FAT) is completed, the bidder shall be solely responsible for the periodic maintenance of the network which shall be part of the AMC.

6.8 Go-Live for Network

The Go-live shall be considered as the date on which at least 90% of villages/Government Institutions are tested and deliverables as per Milestone scheduled and accepted by CCML as per the requirements provided in the RFP.

6.9 CHANGE MANAGEMENT & CAPACITY BUILDING

A change Management and Capacity Building Plan shall be prepared and executed for the project. The Change Management and Capacity Building Plan shall be for the following -

- Government officials across offices using the network
- CCML officials regarding monitoring of the project implementation and SLAs
- CCML officials should be adequately trained on management and support

of the network once it has been implemented

- Citizens need to be made aware of the availability of broadband connectivity in their villages and benefits of the same, so that more and more citizens latch onto the network

6.10 Operation and Maintenance of OFC Network

- The bidder shall undertake the responsibility for Operations & Maintenance (O&M) of the commissioned network and facilitate service provisioning through the same for the tenure of the project.
- The project maintenance along with any changes request/requirement by the implementing Agency shall be performed by the bidder during the implementation and maintenance phase at no extra cost.
- The bidder shall be solely responsible for ensuring network uptime and performance along with providing comprehensive support during the entire tenure of the project for the network created till village/house level.
- This shall also include customer support service on 365 x 24 x 7 basis.
- The bidder shall maintain the record of downtime (leading to the outage of network) of any components and provide to the Authority quarterly.
- As part of the maintenance, the bidder is required to maintain the uptime of the medium of connectivity, restoration of services, any other maintenance job required to meet the redundancy.
- The services provided shall adhere and conform to applicable security policies and guidelines issued by DoT/TRAI/GoI if applicable.
- The bidder shall prepare and maintain asset records listing the assets at site locations required for the performing the O&M and the same shall be shared with the Authority every quarter.

6.11 Inventory Audit and Reconciliation

- Bidder shall verify the inventory related entries done and conduct the audit of the inventory kept at various warehouses and work sites at regular intervals.
- Bidder shall be responsible for regular audit of stores and warehouses at least once in two months. Any discrepancy in the store records have to be communicated to concerned authorities of CCML.

6.12 Project Monitoring and Evaluation

The Monitoring and Evaluation of the project shall be carried out by the CCML and DIT, Govt. of Manipur. It is proposed that –

- Project timelines, SLAs for all stakeholders would be defined and would be available in the State Dashboard for Monitoring. The SLAs shall be for implementation and the post implementation support phase and would involve (indicative only) –
 - i. Adherence to timelines, schedules and budget of the project
 - ii. SLAs related to network availability, speed, uptime etc.

iii. SLAs related to usage of the network including usage by citizens

- Monthly status reports submission to CCML.
- Preparation and upload of all data/reports/certificates on project management tool and/or sending the same to CCML.
- Highlight deviations/issues in the deliverables to concerned authority within the specified time limits and assisting CCML in resolution of issues.
- Bidder would be required to coordinate with all the stakeholders and support CCML while interacting with various agencies (internal and external) during the course of the project.

7. Proposed system

There is a need to cover the remaining villages through a reliable optic fiber network to ensure that the benefits of Digital India reach each and every citizen across the country.

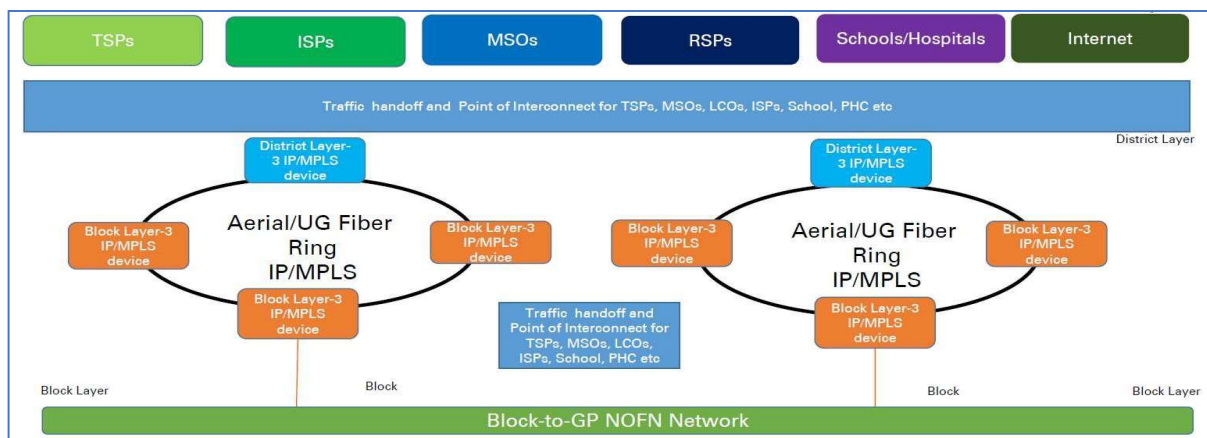
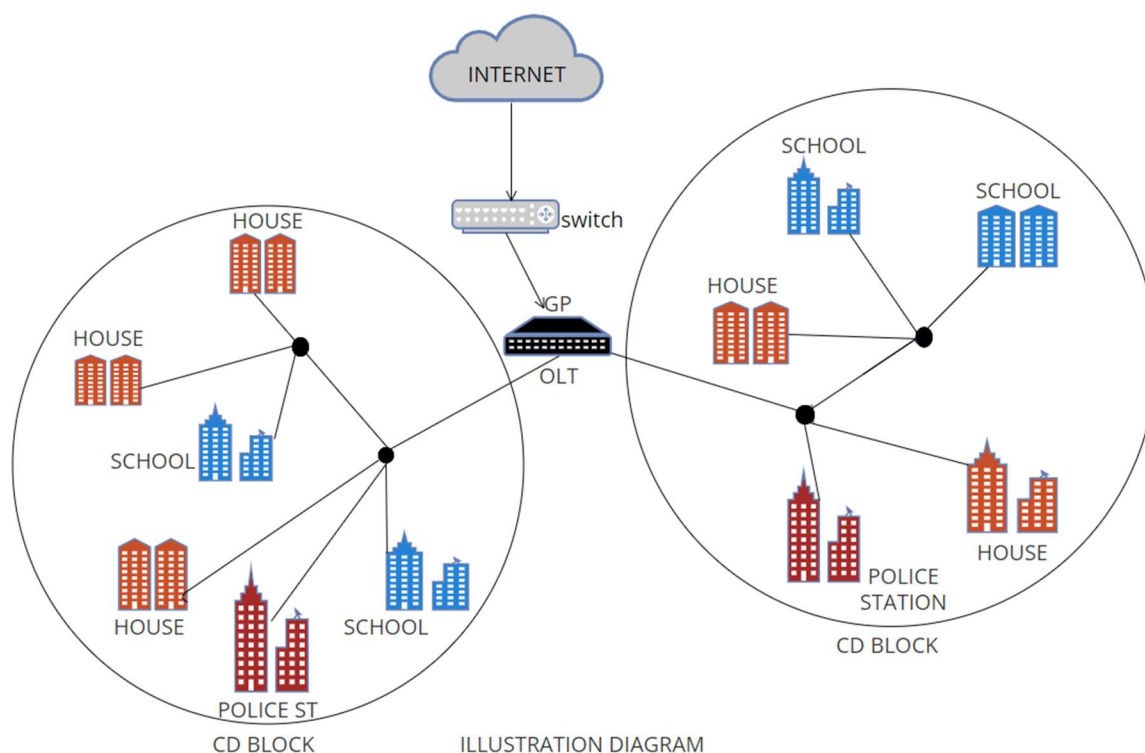


Figure 2: District to Block Backhaul Network

The proposed system should extend the existing Bharat Net network from 163 GPs through OFC to various Government institutions (School, Health Centre, Anganwadi, Police Station, Krishi Vikash Kendra, Post Office etc.) and households at the village and block level as specified at Annexure-II.



8. Project deliverables and payment schedule

| S.No | Deliverables | Percentage of Amount |
|------|--|---|
| 1 | Hardware installation and Commissioning at 25% GPs/BHQ with activation of 5 Subscribers per GPs out of which two should be Govt. Offices /Agencies. | 25% of the implementation cost. |
| 2 | a. Hardware installation and Commissioning at additional 25% GPs/BHQ with activation of 5 Subscribers per GPs out of which two should be Govt. Offices /Agencies. | 25% of the implementation cost. |
| | b. Activation of 4000 Subscribers. | 20% of the implementation cost. |
| 3 | a. Hardware installation and Commissioning at remaining 50% GPs/BHQ with activation of 5 Subscribers per GPs (Incase completion of the 50%for GPs activation is not possible due to prevailing law & order Conditions then Payment will be on Pro rata basis). | 20% of the implementation cost/as per calculation on Pro rata basis. |
| | b. Activation of 4000 Subscribers (Incase activation is not possible due to prevailing law & order conditions or there are insufficient number of houses/subscribers at the GPs then Payment will be on Pro rata basis). | 10 % of the implementation cost/as per calculation on Pro rata basis. |

| | | |
|--------------|---------------------------|---|
| 4 | Operation and Maintenance | 25% of one year maintenance cost to be billed at the end of each quarter) |
| Total | | |

9. GENERAL TERMS & CONDITIONS

- i. CCML reserves the right to cancel this Tender at any time without any obligation to the Bidders. CCML at any time, prior to the deadline for submission of Proposals, may amend the Tender by issuing addendum/corrigendum/errata in writing or by standard electronic means.
- ii. Failure of the successful bidder to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event CCML may, make the award to the next lowest evaluated Bidder or call for new bids.
- iii. CCML reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without assigning any reason & without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the action.
- iv. Any delay by the Successful Bidder in the performance of its delivery obligations shall render the Successful Bidder liable to any, or all of the following sanctions –
 - Forfeiture of its performance Bank Guarantee (PBG)
 - Termination of the work order for default
- v. The work order issued under the Agreement shall be interpreted in accordance with the laws of India, irrespective of the place of delivery, the place of performance or place of payment under the Agreement. The Agreement shall deem to have made at the place in India from where the contract has been issued.
- vi. The bidder shall perform the system study and requirement gatherings in coordination with CCML for the implementation of project in addition to the scope of work.
- vii. Bidder shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Specifications.
- viii. The bidding process is stipulated in the tender document clearly. In case of any clarifications about bidding process/eligibility criteria the bidders may seek clarification by contacting CCML, Imphal or sending an email to martha.khuman@nic.in as per the tender notice.
- ix. CCML reserves the right to amend any of the terms and conditions in relation to the Contract/Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements.
- x. Bidder shall be deemed to have understood the requirements and have satisfied

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

- xi. All the risk and liability arising out of or in connection with the usage of the equipment, assets/ components during the term of the Contract shall be borne by the bidder.
- xii. CCML shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to Bidder, at least 3 (three) months before the expiration Term hereof, whether it shall grant Bidder an extension of the Term.
- xiii. In case, a dispute is referred to arbitration, the arbitration shall be under the **Indian Arbitration and Conciliation Act, 1996** and any statutory modification or re-enactment thereof. CCML and bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.
- xiv. The Bidder shall disclose to CCML in writing, all actual and potential conflicts of interest that exist in the course of performing the Service(s).
- xv. No Advance payment shall be made. The payment to the Bidder shall be made as per the payment schedule mentioned above after the duly approval from Authority. Amount towards all the kinds of penalties shall be deducted from the amount payable for the respective quarter.
- xvi. Penalties shall be capped to a maximum of 10% of O&M value of the project. Beyond 10% of the above value, CCML has the right to terminate the contract or a portion or part of the work thereof. CCML shall give 30 days' notice to the bidder of its intention to terminate the Contract and shall so terminate the Contract unless the bidder initiates a remedial action acceptable to the Purchaser and the progress in execution is clearly observed within the next 60 days.
- xvii. CCML shall own the Documents, prepared by or for Bidder arising out of or in connection with the Contract. Upon expiry or earlier termination of this Contract and at any other time on demand by the CCML, Bidder shall deliver all documents originating in the course of performing the Services.

Bidder shall not, without the prior written consent of the CMML store, copy, distribute or retain any such documents.
- xviii. In the event that the Development Works are not completed, and the Go-Live of the OFC Network does not occur within the stipulated time period. CCML shall be entitled to impose the penalty and terminate the Project, unless the delay is on account of reasons attributable to the Authority, or due to Force Majeure.

xix. **Exit Management Plan**

An Exit Management plan shall be furnished by bidder in writing before 3 months of completion of the contract period or termination of the contract.

- A detailed program of the transfer process that could be used in conjunction with a Replacement including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
- Plans for provision of contingent support to Project and Replacement bidder for a reasonable period after transfer.
- Exit Management plan shall adhere minimum of Three (3) months of the support to Replacement bidder post termination of the Contract.
- Complete handover of the Planning documents, bill of materials, technical specifications of all equipment, user manuals, guides, network architecture, change requests if any reports, documents and other relevant items to the Replacement Bidder.
- Certificate of Acceptance from authorized representative of Replacement bidder issued to the bidder on successful completion of handover and knowledge transfer.
- During the exit management period, the bidder shall use its best efforts to deliver the services

- xx. A copy of these terms and conditions duly signed by the bidder in token of having understood and agreed to the same should be attached along with the bid.

10. SERVICE LEVEL AGREEMENT (SLA)

SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement.

The successful bidder has to comply with all SLAs defined below to ensure adherence to project timelines, quality and availability of services. Noncompliance with the SLA attracts penalty.

In the event of failure of maintaining the SLA, penalty should be imposed on basis of the cost of concerned services as mentioned in SLA. CCML may recover such amount of penalty from any payment being released to the Bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.

CCML may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.

CCML shall implement all penalty clauses after giving due notice to the bidder.

If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the CCML reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

Note: Penalties shall not be levied on the successful bidder in the event of force Majeure affecting the SLA which is beyond the control of the successful bidder.

| S.No | Parameters | Limit | Penalty | Remarks |
|------|-------------------------------------|---------------------|---|--|
| 1. | Faults | >4hrs | Rs. 200 for next 8 hrs. And Rs.300 for each additional 8 hrs. | No penalty if restoration is within 4 hrs. |
| 2. | Splice loss per Fibre | > 0.1 dB | Rs. 200 per joint per occasion | Apart from Penalty, the bidder is responsible for bringing splice loss < 0.1 dB at his own cost within 7 days. |
| 3. | Mean Time to Repair (MTTR) OFC cuts | >8 Hrs | Rs. 200 for next 4 hrs. And Rs. 300 for each additional 8 Hrs. | |
| 4. | Network Uptime | >= 95.0% | No Penalty | |
| | | >= 90.0% to < 95.0% | 2 % of the Quarterly OPEX of respective GP/block | |
| | | >= 80.0% to < 90.0% | 5 % of the Quarterly OPEX of respective GP/block | |
| | | >= 70.0% to < 80.0% | 10 % of the Quarterly OPEX of respective GP/block | |
| | | < 70.0% | 15 % of the Quarterly OPEX of respective GP/block | |

*** Penalty shall be imposed quarterly. And SLA Violation needs to be maintained by the successful bidder and should inform to CCML/DIT, GoM quarterly.

11. FORCE MAJEURE:

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The CCML will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in

performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure

12. Annexure-II

| S.No | District | Block | Block to GP Length (m) | GP/BHQ |
|------|-------------|-----------|------------------------|---------------------------------|
| 1 | BISHNUPUR | NAMBOL | 4,437 | TOUBUL |
| 2 | BISHNUPUR | NAMBOL | 9,945 | KEINO |
| 3 | BISHNUPUR | NAMBOL | 16,575 | IRENGBAM |
| 4 | BISHNUPUR | NAMBOL | 2,095 | UTLOU |
| 5 | BISHNUPUR | BISHNUPUR | 5,023 | KHOIJUMAN KWASIPHAI |
| 6 | BISHNUPUR | BISHNUPUR | 5,031 | THINUNGA |
| 7 | BISHNUPUR | BISHNUPUR | 200 | BHQ BISHNUPUR |
| 8 | BISHNUPUR | BISHNUPUR | 6,500 | MOIRANG KHUNOU |
| 9 | BISHNUPUR | BISHNUPUR | 7,014 | KHATHINUNGEI MOIRANG KHUNOU |
| 10 | BISHNUPUR | MOIRANG | 1,484 | PHUBALA |
| 11 | BISHNUPUR | MOIRANG | 8,680 | TRONGLAOBI TERA KHONGSANGBI |
| 12 | BISHNUPUR | MOIRANG | 100 | BHQ MOIRANG |
| 13 | IMPHAL EAST | SAWOMBUNG | 1,068 | SAWOMBUNG |
| 14 | IMPHAL EAST | SAWOMBUNG | 4,052 | PUNGDOBAM |
| 15 | IMPHAL EAST | SAWOMBUNG | 300 | BHQ SAWOMBUNG |
| 16 | IMPHAL EAST | SAWOMBUNG | 12,046 | NONGREN CHINGNUNGKHOK |
| 17 | IMPHAL EAST | SAWOMBUNG | 6,720 | KHUNDRAPAM |
| 18 | IMPHAL EAST | HEINGANG | 13,160 | KAIRANG KHOMIDOK |
| 19 | IMPHAL EAST | HEINGANG | 11,340 | KHURAI KHONSAM LEIKAI |
| 20 | IMPHAL EAST | HEINGANG | 9,940 | KHURAI NANDEIBAM LEIKAI |
| 21 | IMPHAL EAST | HEINGANG | 12,460 | KHURAI CHINGANGBAM LEIKAI |
| 22 | IMPHAL EAST | HEINGANG | 11,760 | LAISHRAM LEIKAI |
| 23 | IMPHAL EAST | HEINGANG | 14,140 | MOIRANG KAMPU |
| 24 | IMPHAL EAST | HEINGANG | 9,080 | LAIRIKYENGBAM LEIKAI |
| 25 | IMPHAL EAST | HEINGANG | 8,820 | LAIPHAM KHUNOU |
| 26 | IMPHAL EAST | HEINGANG | 2,066 | KONTHA KHABAM |

| | | | | |
|----|-------------|--------------|--------|--------------------------------|
| 27 | IMPHAL EAST | HEINGANG | 6,300 | HEINGANG |
| 28 | IMPHAL EAST | HEINGANG | 100 | LUWANGSANGBAM |
| 29 | IMPHAL EAST | HEINGANG | 5,180 | NILAKUTHI |
| 30 | IMPHAL EAST | KSHETRIGAO | 8,820 | KSHETRIGAO |
| 31 | IMPHAL EAST | KSHETRIGAO | 4,650 | BAMON KAMPU |
| 32 | IMPHAL EAST | KSHETRIGAO | 5,180 | BASHIKHONG |
| 33 | IMPHAL EAST | KSHETRIGAO | 2,500 | KHONGMAN |
| 34 | IMPHAL EAST | KSHETRIGAO | 6,020 | KSHETRIGAO PART-II |
| 35 | IMPHAL EAST | KSHETRIGAO | 5,600 | NAHARUP |
| 36 | IMPHAL EAST | KSHETRIGAO | 3,000 | TORBAN KSHETRI LEIKAI |
| 37 | IMPHAL EAST | KSHETRIGAO | 6,020 | THAMBALKHONG |
| 38 | IMPHAL EAST | KSHETRIGAO | 4,620 | THONGJU PART-I |
| 39 | IMPHAL EAST | KSHETRIGAO | 4,952 | THONGJU PART-II |
| 40 | IMPHAL EAST | KSHETRIGAO | 900 | UCHEKON NONGCHUP |
| 41 | IMPHAL WEST | HAORANGSABAL | 22,960 | POTSANGBAM |
| 42 | IMPHAL WEST | HAORANGSABAL | 16,940 | KHONGHAMPAT |
| 43 | IMPHAL WEST | HAORANGSABAL | 11,480 | PHAYENG |
| 44 | IMPHAL WEST | HAORANGSABAL | 8,120 | MAYANG LANGJING |
| 45 | IMPHAL WEST | HAORANGSABAL | 10,920 | PHUMLOU |
| 46 | IMPHAL WEST | HAORANGSABAL | 20,300 | KHURKHUL |
| 47 | IMPHAL WEST | HAORANGSABAL | 300 | BHQ HAORANGSABAL |
| 48 | IMPHAL WEST | PATSOI | 4,340 | BIJOY GOVINDA |
| 49 | IMPHAL WEST | PATSOI | 4,900 | SAGOLBAND SAPAM LEIRAK |
| 50 | IMPHAL WEST | PATSOI | 8,120 | SAGOLBAND THOUNAOJAM LEIRAK |
| 51 | IMPHAL WEST | PATSOI | 5,740 | CHANGANGEI |
| 52 | IMPHAL WEST | PATSOI | 5,040 | TAKYEL |
| 53 | IMPHAL WEST | PATSOI | 3,080 | LAMJAOTONGBA |
| 54 | IMPHAL WEST | PATSOI | 810 | LANGJING |
| 55 | IMPHAL WEST | PATSOI | 2,000 | PATSOI |
| 56 | IMPHAL WEST | PATSOI | 5,600 | YUREMBAM |
| 57 | IMPHAL WEST | HIYANGTHANG | 4,900 | LANGTHABAL NINGOMBAM |
| 58 | IMPHAL WEST | HIYANGTHANG | 7,980 | LANGTHABAL MANTRIKHONG |
| 59 | IMPHAL WEST | HIYANGTHANG | 8,400 | MAIBAM LEIKAI |
| 60 | IMPHAL WEST | HIYANGTHANG | 7,000 | MONGSHANGEI |
| 61 | IMPHAL WEST | HIYANGTHANG | 9,380 | SANGAIPROU MAMANG LEIKAI |
| 62 | IMPHAL WEST | HIYANGTHANG | 10,360 | NAORIA PAKHANGLAKPA |
| 63 | IMPHAL WEST | HIYANGTHANG | 850 | HIYANGTHANG |
| 64 | IMPHAL WEST | HIYANGTHANG | 3,920 | KODOMPOKPI |
| 65 | IMPHAL WEST | WANGOI | 22,120 | UCHIWA |
| 66 | IMPHAL WEST | WANGOI | 26,145 | PHOUBAKCHAO SEKMAIJIN |
| 67 | IMPHAL WEST | WANGOI | 24,321 | LAPHUPAT KOMLAKHONG |
| 68 | IMPHAL WEST | WANGOI | 10,010 | SAMUSANG BITRA |

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| | | | | UROKHONG |
| 69 | IMPHAL WEST | WANGOI | 7,140 | LAIRENJAM MEIJRAO |
| 70 | IMPHAL WEST | WANGOI | 300 | BHQ WANGOI |
| 71 | THOUBAL | LILONG | 16,080 | CHARANGPAT |
| 72 | THOUBAL | WANGJING | 7,840 | KANGYAMBEM |
| 73 | THOUBAL | HEINGANG | 15,680 | KHURAI KHAIDEM LEIKAI |
| 74 | THOUBAL | LILONG | 2,520 | LILONG TUREL AHANBI (ATOUKHONG) |
| 75 | THOUBAL | LILONG | 9,520 | OINAM SAWOMBUNG |
| 76 | THOUBAL | THOUBAL | 2,010 | KHANGABOK |
| 77 | THOUBAL | THOUBAL | 4,760 | KHANGABOK PT II |
| 78 | THOUBAL | THOUBAL | 5,880 | KHANGABOK PT III |
| 79 | THOUBAL | THOUBAL | 10,500 | SANGAIYUMPHAM |
| 80 | THOUBAL | THOUBAL | 6,000 | SANGAIYUMPHAM PT II |
| 81 | THOUBAL | THOUBAL | 7,100 | WANGBAL |
| 82 | THOUBAL | THOUBAL | 400 | BHQ THOUBAL |
| 83 | KAKCHING | LANGMEIDONG | 200 | LANGMEIDONG |
| 84 | KAKCHING | LANGMEIDONG | 16,201 | SEKMAIJIN |
| 85 | KAKCHING | LANGMEIDONG | 8,200 | HIYANGLAM |
| 86 | KAKCHING | KAKCHING | 12,108 | PALLEL |
| 87 | KAKCHING | KAKCHING | 300 | BHQ KAKCHING |
| 88 | KANGPOKPI | SAITU GAMPHAZOL | 8,100 | LEIKOT |
| 89 | KANGPOKPI | SAITU GAMPHAZOL | 7,000 | LHANGKICHOI |
| 90 | KANGPOKPI | SAITU GAMPHAZOL | 7,400 | LOWER KHENGJANG |
| 91 | KANGPOKPI | SAITU GAMPHAZOL | 15,600 | MACHANGRAM |
| 92 | KANGPOKPI | SAITU GAMPHAZOL | 11,900 | MAKHAN |
| 93 | KANGPOKPI | SAITU GAMPHAZOL | 9,000 | MOLJOL |
| 94 | KANGPOKPI | SAITU GAMPHAZOL | 8,000 | MOLNOI |
| 95 | KANGPOKPI | SAITU GAMPHAZOL | 7,800 | MONGTUNG |
| 96 | KANGPOKPI | SAITU GAMPHAZOL | 10,500 | N.KHONOM |
| 97 | KANGPOKPI | SAITU GAMPHAZOL | 8,500 | NEW SELSI |
| 98 | KANGPOKPI | SAITU GAMPHAZOL | 9,510 | PANGSANG |
| 99 | KANGPOKPI | SAITU GAMPHAZOL | 7,500 | PHAIJANG |
| 100 | KANGPOKPI | SAITU GAMPHAZOL | 10,800 | PHAILENGKOT |
| 101 | KANGPOKPI | SAITU GAMPHAZOL | 7,500 | PHOILEN |
| 102 | KANGPOKPI | SAITU GAMPHAZOL | 7,900 | S. MOLCHAM |
| 103 | KANGPOKPI | SAITU GAMPHAZOL | 12,500 | S.SILEN |
| 104 | KANGPOKPI | SAITU GAMPHAZOL | 9,200 | SONGJANG KHULLEN |
| 105 | KANGPOKPI | SAITU GAMPHAZOL | 8,540 | T.CHALJANG |
| 106 | KANGPOKPI | SAITU GAMPHAZOL | 7,200 | TALOULONG |
| 107 | KANGPOKPI | SAITU GAMPHAZOL | 13,200 | THOMJANG |
| 108 | KANGPOKPI | SAITU GAMPHAZOL | 6,500 | BETHANY |
| 109 | KANGPOKPI | SAITU GAMPHAZOL | 6,820 | BETHSAIDA |
| 110 | KANGPOKPI | SAITU GAMPHAZOL | 7,000 | HN CHAMPHAI |
| 111 | KANGPOKPI | SAITU GAMPHAZOL | 5,820 | K.PHOIPI |
| 112 | KANGPOKPI | SAITU GAMPHAZOL | 5,900 | KHONOMJANG |

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| 113 | KANGPOKPI | SAITU GAMPHAZOL | 2,000 | L. MANGJOL |
| 114 | KANGPOKPI | SAITU GAMPHAZOL | 6,900 | SELOI |
| 115 | KANGPOKPI | SAITU GAMPHAZOL | 6,820 | ZALENBUNG |
| 116 | KANGPOKPI | SAITU GAMPHAZOL | 1,300 | BONGJOL |
| 117 | KANGPOKPI | SAITU GAMPHAZOL | 568 | C.MUNNOM |
| 118 | KANGPOKPI | SAITU GAMPHAZOL | 790 | C.PHAILLEN |
| 119 | KANGPOKPI | SAITU GAMPHAZOL | 280 | CH.OLLIM |
| 120 | KANGPOKPI | SAITU GAMPHAZOL | 1,100 | E.SAPORMEINA |
| 121 | KANGPOKPI | SAITU GAMPHAZOL | 5,100 | G.BUNGLIN |
| 122 | KANGPOKPI | SAITU GAMPHAZOL | 3,900 | G.GELBUNG |
| 123 | KANGPOKPI | SAITU GAMPHAZOL | 1,100 | G.HENGJANG |
| 124 | KANGPOKPI | SAITU GAMPHAZOL | 3,500 | G.LHANGJOL |
| 125 | KANGPOKPI | SAITU GAMPHAZOL | 4,500 | G.PHALBUNG |
| 126 | KANGPOKPI | SAITU GAMPHAZOL | 2,600 | G.SAPORMEINA |
| 127 | KANGPOKPI | SAITU GAMPHAZOL | 5,400 | G.SONGLUNG |
| 128 | KANGPOKPI | SAITU GAMPHAZOL | 1,300 | G.THANGBUH |
| 129 | KANGPOKPI | SAITU GAMPHAZOL | 1,000 | JOUJANG |
| 130 | KANGPOKPI | SAITU GAMPHAZOL | 1,400 | KHOKHENG |
| 131 | KANGPOKPI | SAITU GAMPHAZOL | 5,305 | KHOLEP |
| 132 | KANGPOKPI | SAITU GAMPHAZOL | 1,300 | KOLPECHANG KUKI |
| 133 | KANGPOKPI | SAITU GAMPHAZOL | 2,000 | L.GUNPHAI |
| 134 | KANGPOKPI | SAITU GAMPHAZOL | 1,400 | L.KHOMUNNOM |
| 135 | KANGPOKPI | SAITU GAMPHAZOL | 1,500 | L.SIMOL |
| 136 | KANGPOKPI | SAITU GAMPHAZOL | 1,700 | M.JANGNOMPHAI |
| 137 | KANGPOKPI | SAITU GAMPHAZOL | 2,500 | M.SONGPI |
| 138 | KANGPOKPI | SAITU GAMPHAZOL | 850 | MONGJANG |
| 139 | KANGPOKPI | SAITU GAMPHAZOL | 4,620 | MONGPIJANG |
| 140 | KANGPOKPI | SAITU GAMPHAZOL | 5,450 | MOTBUNG |
| 141 | KANGPOKPI | SAITU GAMPHAZOL | 1,200 | MOTJANG |
| 142 | KANGPOKPI | SAITU GAMPHAZOL | 6,500 | MOULTHANG |
| 143 | KANGPOKPI | SAITU GAMPHAZOL | 500 | N.CHAMPHAI |
| 144 | KANGPOKPI | SAITU GAMPHAZOL | 2,500 | N.SONGLUNG |
| 145 | KANGPOKPI | SAITU GAMPHAZOL | 1,200 | NN KHONOMPHAI |
| 146 | KANGPOKPI | SAITU GAMPHAZOL | 3,200 | P.CHAMPHAI |
| 147 | KANGPOKPI | SAITU GAMPHAZOL | 5,300 | PANGMOL |
| 148 | KANGPOKPI | SAITU GAMPHAZOL | 2,800 | PHOIBI |
| 149 | KANGPOKPI | SAITU GAMPHAZOL | 900 | S.BOLLEN |
| 150 | KANGPOKPI | SAITU GAMPHAZOL | 2,500 | S.BOUNGPI |
| 151 | KANGPOKPI | SAITU GAMPHAZOL | 1,500 | S.BUNING |
| 152 | KANGPOKPI | SAITU GAMPHAZOL | 7,200 | S.CHAJANG |
| 153 | KANGPOKPI | SAITU GAMPHAZOL | 1,300 | S.KHAJANG |
| 154 | KANGPOKPI | SAITU GAMPHAZOL | 2,700 | S.LHANGNOM |
| 155 | KANGPOKPI | SAITU GAMPHAZOL | 3,000 | S.SIMTOL |
| 156 | KANGPOKPI | SAITU GAMPHAZOL | 2,900 | SAITU |
| 157 | KANGPOKPI | SAITU GAMPHAZOL | 750 | SAITU SAPARMEINA |
| 158 | KANGPOKPI | SAITU GAMPHAZOL | 7,520 | SANTING |
| 159 | KANGPOKPI | SAITU GAMPHAZOL | 560 | SAPARMEINA |
| 160 | KANGPOKPI | SAITU GAMPHAZOL | 450 | T.KIPLU |

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| 161 | KANGPOKPI | SAITU GAMPHAZOL | 650 | T.SIMOL |
| 162 | KANGPOKPI | SAITU GAMPHAZOL | 450 | U.SAPARMEINA (SALEM) VILLAGE |
| 163 | KANGPOKPI | SAITU GAMPHAZOL | 300 | BHQ Kangpokpi |

13. Bill of Materials (BoM)

| S. No | Items | Model | Qty | Unit |
|-----------|--|-------|-------|------|
| A. | | | | |
| 1 | 6 Pair OFC ADSS | | 99500 | m |
| 2 | 2 Pair OFC ADSS | | 84000 | m |
| 3 | Installation of 6 Pair OFC | | 99500 | m |
| 4 | Installation of 2 Pair OFC | | 84000 | m |
| B. | | | | |
| 1 | 12-month service charge @100 Mbps, IPTV with 10 Local Channel 10 National News Channel, and 3 OTT platforms (Rs.799) | | 9000 | Pic |
| 2 | ONT | | 9000 | Pic |
| 3 | IPTV.STB | | 9000 | Pic |
| 4 | Network Reck with Power Backup 1KVA with solar UPS | | 163 | Pic |
| 5 | Termination box | | 9000 | Pic |
| 6 | OFC patch cord | | 9000 | Pic |
| 7 | Couplers | | 6000 | Pic |
| 8 | Splitters | | 70 | Pic |
| 9 | Fibre Pole G.I Pipe 100 mm | | 4500 | Unit |
| 10 | Installation for Fibre Pole with Cement work | | 4500 | Unit |
| 11 | Lock Inline Splice closure | | 4800 | pic |
| 12 | Dome splice closures | | 8600 | Pic |
| 13 | Fibre optical cable clamp | | 8000 | Pic |
| 14 | OLT GEON | | 163 | Pic |