



Nashik Municipal Corporation (NMC)

Name of work: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Date:

EMD Amount: Rs. 65,50,000/-

Tender Fees: Rs. 10,000/- + Rs.90/- + GST

Address:

Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

E-mail: ee2electrical@nashikcorporation.in

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DISCLAIMER

- 1 Nashik Municipal Corporation (herein after referred to as NMC) has issued this Request for Proposal (hereinafter referred to as "RFP") Up-gradation, Operation and Maintenance of Street Lights in Nashik in Lieu of Right of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis on such terms and Conditions as set out in this RFP document, including but not limited to the Technical Specifications set out in different parts of this RFP document.
- 2 This RFP has been prepared with an intention to invite prospective Applicants/Concessionaires and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the Concessionaire(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information Concessionaires may require. This RFP document may not be appropriate for all persons, and it is not possible for NMC to consider the investment objectives, financial situation and particular needs of each Concessionaire.
- 3 NMC has taken due care in preparation of information contained herein. However this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not solely rely on the information contained in this RFP in submitting their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by NMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Concessionaire may require.
- 4 This RFP is not an agreement by and between NMC and the prospective Concessionaires or any other person. The information contained in this RFP is provided on the basis that it is non-binding on NMC, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. NMC makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Concessionaire is advised to consider the RFP document as per his understanding and capacity. The Concessionaires are also advised to do

appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before bidding. Concessionaires are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Concessionaires are also requested to go through the RFP document in detail and bring to notice of NMC any kind of error, misprint, inaccuracies, or omission in the document. NMC reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. NMC also reserves the right to decline to discuss the Project further with any party submitting a proposal.

- 5 No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Proposal. The Concessionaire shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NMC or any other costs incurred in connection with or relating to its Bid.
- 6 This issue of this RFP does not imply that NMC is bound to select and pre-qualify Bids for Bid Stage or to appoint the selected Concessionaire for the project and NMC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
- 7 NMC 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 RFP.
- 8 NMC, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Concessionaire for participation in the Bidding Process) towards any Applicant or Concessionaire or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.

- 9 NMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Concessionaire upon the statement contained in this RFP.
- 10 Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to NMC. Such suggestions, after review by NMC, may be incorporated into this 'Request for Proposal' as a corrigendum which shall be uploaded onto the e-tendering website www.mahatenders.gov.in.

Place: Nashik

Date:

List of Abbreviations

| | |
|----------------|---|
| ABD | Area Based Development |
| CSLMS | Central Street Lighting Management System |
| CFL | Compact Fluorescent Lamp |
| CSR | Common Schedule of Rates |
| DBFOMMT | Design, Build, Finance, Operate, Maintain , Monetize & Transfer |
| DPR | Detailed Project Report |
| EE | Energy Efficient |
| EIC | Engineer-In-Charge |
| EMD | Earnest Money Deposit |
| FTL | Fluorescent Tube Lights |
| GPRS | General Packet Radio Service |
| GSM | Global System for Mobile Communication |
| HPSV | High Pressure Sodium Vapor |
| INR | Indian Rupees |
| JV | Joint Venture |
| LED | Light Emitting Diodes |
| NMC | Nashik Municipal Corporation |
| NMSCDCL | Nashik Municipal Smart City Corporation Limited |
| LOA | Letter of Award |
| MH | Metal Halide |
| MoHUA | Ministry of Housing and Urban Affairs |
| MSEDCL | Maharashtra State Electricity Distribution Company Limited |
| MOU | Memorandum of Understanding |
| M&V | Measurement & Verification |
| NLC | National Lighting Code |
| OEM | Original Equipment Manufacture |
| O&M | Operation and Maintenance |
| RFP | Request for Proposal |
| SCP | Smart City Proposal |
| SPV | Special Purpose Vehicle |
| THD | Total Harmonics Distortion |
| GST | Goods and Services Tax |
| VMD | Variable Messaging Display Board |

Definitions

In this Authorisation Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meanings ascribed to these words and expressions hereunder:

“Additional Cost” shall mean the additional capital expenditure and / or the additional operating costs or both as the case may be, which the Successful Concessionaire would be required to incur as a result of Change in Law.

“Advertisement Rights” shall mean the rights of the Successful Concessionaire to display messages including pictures relating to and/or promoting products/goods, services, events, persons, etc. and including any feature or scheme relating to such products/goods, services, events, persons, etc. (such messages being hereinafter referred to as “advertisements”) on surface areas mounted on street light poles by the Project as specified in this RFP to this Agreement subject to all legal requirements in connection with such advertisements being met. Further, the Advertisement Rights include the right of the Successful Concessionaire to market the availability of these surface areas for the display of advertisements to prospective users (including use of the said surface areas for such marketing) and to recover from the End Users displaying advertisements on these surface areas the charges as may be mutually agreed between the Successful Concessionaire and the End Users in question and further to retain/appropriate the revenues from such charges.

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

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

“Applicable Permits” shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Successful Concessionaire under Applicable Law in connection with the installation, O&M of the Installed Facilities and/or exercise of the Right of Sharing Energy Savings Advertisement Rights by the Successful Concessionaire during the subsistence of this Agreement.

“Appointed Date” shall mean the date of the signing of this Agreement.

“Approved Design” shall mean the design covering the dimensions, drawings, features, specifications, calculations, technical information, etc. of the Smart LED street lights along with timer on the existing street light poles and advertisement hoardings covered by the Project, to be submitted by the Successful Concessionaire

and duly approved by NMC with any revisions deemed essential by NMC, in line with the provisions of this Agreement.

“Authorisation Period” shall mean the period commencing from the Appointed Date and extending till the expiry of eighty four months from the Commercial Operations Date, provided however that the last day of the relevant month shall be considered for this purpose.

“Commercial Operations Date (COD)” shall mean the date on which the Project Officer issues the Completion Certificate to the Successful Concessionaire and the date on which the Operation & Maintenance Period would commence.

“Completion Certificate” shall mean the certificate issued by the Project Officer nominated by NMC to the Successful Concessionaire after ensuring that the Installed Facilities have been completed by the Successful Concessionaire as per the Approved Design and can be operated safely.

“Construction Period” shall mean a period of maximum 270 (Two Hundred and Seventy) days from the date of the approval of design till the Scheduled Completion Date or the Commercial Operations Date, whichever is earlier, during which the Successful Concessionaire undertakes the Construction Works.

“Construction Works” shall mean all the works at the Project Site required to be undertaken by the Successful Concessionaire in conformity with the specifications mentioned herein and the Approved Design for the installation and commissioning of LED street lights along with timer on the existing street light poles and O&M of street lights along with all poles, fixtures, fittings and related civil works covered by the Project.

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

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

“End Users” shall mean any Third Party whom the Successful Concessionaire enters into or has entered into an arrangement allowing them to display advertisements on any part or all of the surfaces covered by the Advertisement Rights granted to the Successful Concessionaire as per the provisions of this Agreement.

“Successful Concessionaire” shall mean M/s _____ (name of the Successful Concessionaire). ADD PROPER DEFINITION FOR THIS STAGE OF RFP.

“Financial Closure” means the execution of legally binding loan documentation entered into between the Successful Concessionaire and Lenders to mobilize the financial requirements of the Project, if so desired by the Successful Concessionaire.

“Financing Documents” shall mean collectively the documents evidencing the Lenders’ commitment to finance the Project.

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

“Force Majeure” or “Force Majeure Event” shall mean an act, event, condition or occurrence as specified in Article 8 of this Agreement.

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

“Government Agency” shall mean Government of India (GoI), Government of Maharashtra (GoM), Nashik Municipal Smart City Development Corporation Limited, NMC or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Parties, the Installed Facilities or any portion thereof, or the performance of all or any of the services or obligations of the Successful Concessionaire under or pursuant to this Agreement.

“Installed Facilities” shall mean the street lights along with the poles, fixtures, fittings and related civil works as well as the hoardings for display of advertisements on street light poles that are to be installed, operated and maintained by the Successful Concessionaire as specifically covered in this Agreement.

“Lenders” shall mean financial institutions, banks, funds or trusts, who provide or re-finance the debt component of the cost of the Project (including guarantees, letters of credit, risk participation facility, take-out facility and other forms of credit enhancement) and includes subscribers to / trustee for the holders of debentures / bonds or other securities issued by the Successful Concessionaire to meet the cost of the Project.

“Letter of Award” shall mean the letter issued by the NMC to the Successful Concessionaire on completion of the evaluation of proposals received in response to the RFP, informing the Successful Concessionaire of NMC’s intention to award the Project to the Successful Concessionaire and the necessary steps to be taken by the Successful Concessionaire in that regard.

“O&M” shall mean the O&M of the Installed Facilities by the Successful Concessionaire from the Commercial Operations Date till the expiry of the Authorisation Period.

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

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

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

“Performance Security” shall mean the deposit provided by the Successful Concessionaire as a guarantee for the performance of its obligations and is in accordance with the format in RFP.

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

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

“Project” shall mean the installation and the operation & maintenance of the Installed Facilities for the duration of the Authorization Period by the Successful Concessionaire and all aspects related to such installation and operation & maintenance of in accordance with the provisions of this Agreement.

“Project Officer” shall mean the NMC official appointed for supervision and monitoring the compliance by the Successful Concessionaire with the specifications for the installation and maintenance of the street lights and more particularly to undertake, perform, carry out the duties, responsibilities, services and activities set forth in this Agreement.

“Project Site” shall mean the locations of streetlighting poles in Nashik City.

“Request for Proposal (RFP)” shall mean this Request for Proposal document along with all Annexures, Schedules, Maps, etc. forming part of that document issued by NMC to the interested Concessionaires, as may be amended and modified from time to time before the Proposal Due Date / Bid Submission Date.

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

“Scheduled Completion Date” shall mean Ten Year and nine months from the approval of the design by NMC by which time the Successful Concessionaire is required to complete the installation of Smart LED street lights and operation and

maintenance under the scope of this project as per the Approved Design and the provisions of this Project.

“Tax” shall mean and includes all taxes, fees, cesses, levies that may be payable by the Successful Concessionaire under Applicable Law.

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

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

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

“Third Party” means any person, real or judicial, or entity other than the Parties to this Agreement.

“Third Party Insurance” shall mean liability coverage, purchased by the Successful Concessionaire from an insurer for the protection against the claims of third party, wherein the Successful Concessionaire shall be responsible for its own damages or losses whether caused by itself or the third party.

GLOSSARY

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein:

| | |
|------------------------------|--|
| Application Integrity | Use of software, hardware, and procedural methods to protect applications from external threats. |
| Application Security | Securing technology and managing the cost of controls and compliance. |
| Associate | Means, in relation to the Concessionaire, a person who controls, is controlled by, or is under the common control with such Concessionaire. As used in this definition, the expression 'control' means, with respect to a person which is a company or a corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. |
| Bid | As defined in Disclaimer |
| Bid Validity | 180 (One Hundred and Eighty) days from the date of opening of Financial Bid or as extended in terms of this RFP |
| Bidding Document | Means the RFP and other documents including the Contract Agreement and its annexures to be provided by NMC pursuant to this RFP, as modified, altered, amended and clarified from time to time by NMC |
| Bidding Process | Means the process prescribed in clause 3.18 |
| Bid Document Fee | Means the non-transferable fee to be paid by the Concessionaires and prescribed in clause 2.2 |
| Concessionaires | Means a Company or a Consortium that has submitted the Bid in response to this RFP. For avoidance of doubt, any reference to the Concessionaire includes its Associate, Holding Company, successors, executors and permitted assigns as the context may require |
| Bid Due Date | Means the last date for submission of Bid prescribed in clause 2.2 |
| CSLMS | Central Street Light Management System |
| Company | Means organization(s) incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto |

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| Consortium | Means association of 3 (three) Companies that have entered into an Joint Bidding Agreement as prescribed in Form 10 of this RFP |
| Concessionaire | The Selected Concessionaire who is responsible for designing, engineering, financing, procurement, construction, operation, maintenance, monetization and transfer of the Project |
| Concession Agreement | Means the energy saving performance contract to be entered into between NMC and the Concessionaire |
| Conflict of Interest | Means as provided in clause 3.21.2 (4) (iii) |
| Contract | Means the Concession Agreement |
| Concession Period | Means the 10 (Ten) years and 9 (Nine) months including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment |
| Financial Bid | Means the financial quote provided by the Concessionaire in format in Annexure III under Envelope C prescribed in clause 3.18 |
| Financial Capacity | Means as provided in clause 3.21.2 (5) (ii) |
| Financial Proposal | Means the Financial Bid |
| Holding Company | Means as provided in Companies Act, 2013 |
| Key Personnel | Means the Personnel prescribed in Form 4 |
| Joint Bidding Agreement | Means the agreement to be submitted in the Bid by the Concessionaire which is a consortium in the format prescribed in Form 10 |
| Lead Concessionaire/ Lead Consortium Member | Means the consortium member who has been designated as such in the Joint Bidding Document |
| LoA | Means the Letter of Award issued to the Successful Concessionaire |
| NMC | NMC means Nashik Municipal Corporation |
| Project | Means the provision, installation, commissioning, Monetization and O&M of Smart LED streetlights in the Pan City area of the city of Nashik |
| Project Company | Means the new company to be floated by the Successful Concessionaire, in case such Successful Concessionaire is a Consortium |

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| Performance Security | Means as prescribed in clause 31. 1 |
| Scope of Work | Means the services to be provided by Concessionaire as detailed in Section IV |
| Successful Concessionaire | Means the Concessionaire who is eligible for signing the Concession Agreement in terms of the Bidding Process |
| | |
| Statement of Legal Capacity | Means the statement as prescribed in Form 20 |
| Technical Proposal | Means the documents to be submitted by the Concessionaire in its Bid under Envelope B as prescribed in Clause 3.18 |
| Technical Capacity | Means as provided in clause 3.21.2 (5) (i) |

Section: I - Invitation for Proposal

1. Invitation for Proposal

NMC hereby invites Proposals for Provision, Installation, Commissioning, Monetization and O&M of LED streetlights in the Pan City area of Nashik City. Concessionaire/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete bidding document has been published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD. Concessionaires who wish to participate in this bidding process must register on <https://mahatenders.gov.in>. For any type of clarifications, Concessionaires can visit www.mahatenders.gov.in or contact help desk contact no. 01204200462, 01204001002 Mobile no. +919881044457, 8826246593, 9987912844, Email id-support-eproc@nic.in.

To participate in online bidding process, Concessionaires must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Concessionaires can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode, etc. Concessionaires who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

1. A three-envelope selection procedure shall be adopted as stipulated in Para no.3.19 of this RFP.
2. Concessionaire (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, technical and financial proposal. However, tender document fees, and Earnest Money Deposit (EMD) should be deposited in the account details provided in the bid document.
3. NMC will not be responsible for delay in online submission due to any reason. For this, Concessionaires are requested to upload the complete bid proposal, pay online EMD, Tender fee well advance in time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
4. Concessionaires are also advised to refer Concessionaires Manual Kit available at <https://mahatenders.gov.in> for further details about the e-tendering process.

Section: II - Key Events and Dates

2. Key Events and Dates

2.1. Dates

| # | Information | Details |
|---|---|--|
| 1 | Date of issue of Bidding Document | 28-03-2018 03:00 PM |
| 2 | Last date of receiving the queries | 05-04-2018 03:00 PM |
| 3 | Pre-bid meeting | 06-04-2018 12:00 PM |
| 4 | Last date (deadline) for submission of bids online (Bid Due Date) | 23-04-2018 03:00 PM |
| 5 | Last date for submission of hard copy | 24-04-2018 02:00 PM |
| 6 | Date Time and Place of opening of Technical proposals | 24-04-2018 03:00 PM Nashik Municipal Corporation , Rajiv Gandhi Bhavan, Sharanpur Road, Nashik - 422001 |
| 7 | Date Time and Place of opening of Financial proposals | To be intimated separately to the technically qualified bidders. |

2.2. Other Valuable Information Related to Bid

| # | Item | Description |
|----|---|---|
| 1. | Earnest Money Deposit (EMD) to be paid online | Rs. 65,50,000/- |
| 2. | Tender fees to be paid online | Rs. 10090/- + GST |
| 3. | Bid Validity Period | 180(One Hundred and Eighty)days from the date of opening of Financial Bid |

| # | Item | Description |
|----|--|--|
| 4. | Last date for furnishing Performance Security to NMC (By successful Concessionaire) | Within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the LOA issued by NMC. |
| 5. | Performance Security (Performance Bank Guarantee) | Rs. 7,50,00,000/- |
| 5. | Performance Security/Performance Bank Guarantee (PBG) validity period | Valid till 90 (Ninety) days beyond the contract / authorisation period. |
| 6. | Last date for signing contract | As prescribed in the LOA. |

Section: III - Instructions to Concessionaires

3. Instructions to Concessionaires

3.1. Background

The NMC is providing municipal services in its jurisdiction catering to a population of about 19 lakh citizens and is desirous of replacing existing energy consuming street lights with more energy efficient Light Emitting Diode (the "LED") bulbs and install smart control and monitoring network, hereafter referred to as the 'Project'. The main objective is to upgrade and rehabilitate Nashik city's existing street light network and provide a new smart infrastructure to achieve substantial reduction in the energy consumption and carbon emission. As part of this endeavor, the NMC intends to select a suitable entity through a competitive bidding process, who would implement the project and undertake its operation and maintenance on Design, Build, Finance, Operate, Monetize, Maintenance and Transfer (the "DBFOMMT") basis for a period of 10 year with installation period of 9(nine) months. Pursuant thereto, the NMC, has decided to carry out the Bidding Process for selection of the Concessionaire to whom the Project may be awarded. For monetization, revenue generation can be done through Advertisement rights on pole across Nashik.

The NMC has approved the Project to be developed through private participation on DBFOMMT basis.

3.2. Purpose

NMC is desirous of replacing the existing streetlights/floodlights in Nashik Pan City area with suitable wattage for guaranteed Lux Levels by dimmable LED streetlights/floodlights in line with the specifications as provided in the Bidding Document. Project also includes Monetization through advertisement revenue. This document provides information to enable the Concessionaires to understand the broad requirements to submit their bids.

3.3. Cost of RFP

Prior to submitting the Bids, the Concessionaires shall pay Bid Document Fee using available net banking option/ credit card/ debit card on e-procurement portal of Govt. of Maharashtra i.e. <https://mahatender.gov.in>. The Concessionaires are advised to make online payment at least three days prior to Bid Due Date to avoid any banking transfer delays. The receipt towards payment shall be uploaded during the online submission of Bid document. It is clarified that the Bid Document Fee is non-refundable.

3.4. Change in Ownership

By submitting the Bid, the Concessionaire shall be deemed to have acknowledged and agreed that in the event of a change in control of the Concessionaire itself or an Associate whose Technical Capacity or the Holding Company whose Financial Capacity was taken into consideration for the purposes of Short Listing and Qualification under and in accordance with this RFP, the Concessionaire shall be deemed to have knowledge of the same and shall be required to inform the NMC along with all relevant particulars about the same. NMC may, in its sole discretion, approve the same or disqualify the Concessionaire or withdraw the LOA from the Selected Concessionaire, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to financial close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the NMC being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the NMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the NMC under the Bid Documents and/ or the Concession Agreement or otherwise.

3.5. Transfer of RFP

The Bidding Document is not transferable to any other Concessionaire. The Concessionaire who purchases the document and submits the Bid shall be the same.

3.6. Consortium

The Concessionaires are allowed to form Consortium subject to the following conditions:

1. The number of Consortium members **cannot exceed three**, including the Lead Member.
2. Only the Lead Member will submit the Proposal and sign the Contract with NMC
3. No bidder can be a part of more than one bid. The partners of a Consortium are not allowed to bid individually or as part of another consortium.
4. In case of a Consortium Bid, the Lead Member would also need to submit the Agreement between the Consortium members for the Contract clearly indicating the segregation of scope of work of each member. . Such Agreement should be prepared

on non-judicial stamp paper of Rs. 100 and is required to be submitted along with the Technical Proposal.

5. All the signatories of the Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board resolution and authorization letters of Board of Directors of the Companies.
6. Each Consortium member shall execute and submit along with the Technical Proposal, Authority Letter in favor of the Lead Member which shall inter-alia, authorize the Lead Member to act for and on behalf of such member of the Consortium and do all acts as may be necessary to or for the performance under the contract.
7. The Consortium Agreement shall provide at least the following information in respect of the Consortium members that the Concessionaire will engage to provide any of the services required under this RFP.
 - a. Brief description of nature of products/services to be provided by Consortium member;
 - b. Head and Branch offices (if responsible for work under the contract) (provide mailing addresses, phone, fax and email);
 - c. Date, form and state of incorporation of each Consortium member;
 - d. Contract Administrator (Name, business address, fax, phone and email address of individual responsible for administering any Contract that might result from this RFP);
 - e. Company Principals (Name, title and business address); and,
 - f. Current or prior successful partnerships with proposed Consortium member including Client reference (Contact name, phone number, dates when services were performed).
8. The Consortium Agreement concluded by the Lead Member and Consortium member(s) should also be addressed to NMC clearly stating that the Agreement is applicable to the contract executed out of this RFP and shall be binding on them for the Contract Period. Notwithstanding the Agreement, the responsibility of completion of job under the contract will be with the Lead Member.
9. Change in members of the Consortium of the successful Concessionaire anytime during the Contract will be allowed only with prior approval of NMC.

10. The Lead Member shall be solely liable to and responsible for all obligations towards NMC for performance of works/services including that of its partners/associates under the contract.

3.7. Completeness of Response

- I. Concessionaires are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- II. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Concessionaire's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD and therefore.

3.8. Proposal Preparation Costs

- I. The Concessionaire shall submit the bid at its cost and, NMC shall not be held responsible for any cost incurred by the Concessionaire. Submission of a bid does not entitle the Concessionaire to claim any cost and rights over NMC and NMC shall be at liberty to cancel any or all bids without giving any notice.
- II. All materials submitted by the Concessionaire shall be the absolute property of NMC and no copyright /patent etc. shall be entertained by NMC.

3.9. Concessionaire Inquiries

Concessionaire shall send in their queries by email to ee2electrical@nashikcorporation.in. The response to the queries will be published <https://mahatenders.gov.in>. No telephonic queries will be entertained. This response of NMC shall become integral part of RFP document.

NMC shall endeavor to respond to the questions raised or clarifications sought by the Concessionaires. However, NMC reserves the right not to respond to any question or provide any clarification, in its sole discretion and is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

3.10. Amendment of RFP Document

- I. All the amendments made in the document would be published at <https://mahatenders.gov.in> website and shall be integral part of RFP and the bidding document.
- II. The Concessionaires are advised to visit the aforementioned website on regular basis for checking latest updates of this RFP document. The NMC

also reserves the rights to amend the dates mentioned in this RFP for successful bid process.

3.11. Supplemental Information to the RFP

If NMC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum or Addendum issued shall be deemed to be incorporated by this reference into this RFP.

3.12. NMC's right to terminate the process

NMC may terminate the RFP process at any time and without assigning any reason. NMC reserves the right to amend/edit/add delete any clause of this Bid Document. However, any such amendment/editing/addition/deletion of any para/clause would be published at <https://mahatenders.gov.in>

3.13. Earnest Money Deposit (EMD)

The Concessionaires are requested to deposit the EMD through using available net banking option/credit card/debit card on e-procurement portal of Govt. of Maharashtra i.e. <https://mahatender.gov.in> The Concessionaires are advised to ensure that the payment of the EMD is made at-least three working days prior to Bid Due Date to avoid any banking transfer delays and the receipt of the same shall be uploaded during the online submission of Bid document.

- I. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Concessionaire on the amount of the EMD.
- II. Bids submitted without adequate EMD will be rejected.
- III. Unsuccessful Concessionaire's EMD shall be returned within 60 days from the date of opening of the financial bid.
- IV. EMD of Successful Concessionaire will be returned after the award of contract and submission of the performance Security within specified time and in accordance with the format given in the RFP.
- V. EMD shall be non-transferable.
- VI. The EMD may be forfeited:
 - a) If a Concessionaire withdraws its bid or revises/ increases its quoted prices during the period of bid validity or its extended period, if any.
 - b) If Successful Concessionaire fails to sign the Contract or to furnish Performance Security within specified time in accordance with the format given in the RFP.
 - c) If during the bid process, a Concessionaire indulges in deliberate act that would jeopardise or unnecessarily delay the process of bid evaluation and finalisation. The decision of the NMC regarding forfeiture of the Bid Security shall be final and binding upon Concessionaires.

3.14. Language of Bids

This Bid should be submitted in English language only. If any supporting documents submitted are in any language other than English/Hindi/Marathi, translation of the same in English language is to be duly attested by the Concessionaire and submitted in the Bid, and English translation shall be validated at NMC's discretion.

3.15. Patent Claim

In the event of any claim asserted by a third party for infringement of copyright, patent, trademark or industrial design rights arising from the use of the goods or any part thereof, the successful Concessionaire shall expeditiously close such claim. If the Concessionaire fails to comply and NMC is required to pay compensation to a third party resulting from such infringement, the Concessionaire shall be responsible for such compensation, including all expenses, court costs and lawyer fees. NMC shall give notice to the successful Concessionaire of any such claim and recover it from the Concessionaire.

3.16. Contact Details

For any clarifications & communication with reference to the RFP documents, the Concessionaires are expected to communicate at the contact information provided below:

Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001
Email Id: ee2electrical@nashikcorporation.in
Phone: 0253-2222439

3.17. Pre-Bid queries on RFP

Concessionaire shall send in their pre-bid queries as prescribed in the format specified in section VI of this RFP to the contact address at which the bids are to be submitted as well as the email id mentioned in section 3.16 of this RFP. The response to the queries will be published on www.maharashtra.gov.in No telephonic queries will be entertained.

3.18. Number of Bids

The Concessionaire is eligible to submit only one Bid for the Project. In case of multiple Bids by a Concessionaire either as sole Concessionaire or as a member of Consortium all such Bids shall be rejected and their EMD shall stand forfeited.

3.19. Site visit and the verification of information

The Concessionaires are encouraged to submit their respective Bids after visiting the site, and ascertaining for themselves the Site conditions, the quality and quantity of light (lux level) requirement, site surroundings for compliance of environment protection, availability of power, and other utilities for construction, availability and access to site, handling and storage of materials, seismic data, soil testing, applicable laws and regulations, labor laws, local bye-laws and any other matter considered relevant by them which will affect the outcome of the Project.

It shall be deemed that by submitting the Bid, the Concessionaire has:

- a. made a complete and careful examination of the Bidding Document;
- b. received all relevant information requested from the NMC ;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the NMC relating to any of the matters referred above; and
- d. Agreed to be bound by the undertakings provided by it under and in terms hereof.

The NMC shall not be liable for any omission, mistake or error on the part of the Concessionaire in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Document or the Bidding Process, including any error or mistake therein or in any information or data given by the NMC. It is the sole responsibility of the Concessionaire to ascertain the accuracy of the data provided by NMC.

3.20. Bid Submission Format

The Bids shall be submitted strictly as per the format specified in this Request for Proposal. The Bids in deviation from the prescribed format are liable for rejection.

3.21. Submission of Bids

The Bids submitted by the Concessionaire shall comprise of the following 3 (three) envelopes. A 3 (Three) envelope/ cover system shall be followed for the bid –

- a) Tender Fee, EMD and Pre-qualification criteria
- b) Technical bid and Demonstration
- c) Financial bid

The Bid shall include the following documents: -

| # | Documents Type | Document Format |
|---|---------------------------------|---|
| Tender Fee, EMD Detail & Pre-Qualification- Envelope –A | | |
| 1. | Tender Fee | Scanned copy of Tender Fee payment receipt |
| 2. | EMD | Scanned copy of EMD payment receipt |
| 3. | Pre-qualification | As per the format mentioned against the respective eligibility criteria clause. |
| Technical Qualification Documents and Demonstration- Envelope –B | | |
| 4. | Technical Bid and Demonstration | As per the format mentioned against the respective eligibility criteria clause |
| Financial Bid – Envelope –C | | |
| 5. | Financial Bid | As per the format mentioned |

The Concessionaire should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only. Non- submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the bid proposal submitted by the Concessionaire.

The Bids shall be submitted in three Envelope.

Envelope –A: Tender Fee, EMD Detail and Pre-qualification criteria

The Envelope A shall be submitted in physical form in original in one copy and another in PDF format shall be uploaded on **www.mahatenders.gov.in** duly digitally signed. ***The bids not received online will be rejected.*** If there are any discrepancies, online bid will prevail. The physical signed Envelope A shall be marked as “ORIGINAL”.

Envelope A will contain:

- a. Copy of EMD payment.
- b. Copy of Tender Fee receipt
- c. Signed copy of this RFP.
- d. The Bid will have to be signed and submitted by the proper authorized person as appointed by the Concessionaire.

- e. Bid in the prescribed format (Annexure-I) along with Annexes and supporting documents;
- f. Power of Attorney for signing the Bid as per the format at Form-3A;
- g. If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Form-3B;
- h. Copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Form 10;
- i. Copies of Concessionaire's duly audited balance sheet and profit and loss account for the preceding 3 (three) years, i.e. 2016-17, 2015-16, 2014-15.
- j. Duly certified CA Certificates for Average Annual Net worth and Net Cash Accrual for the last 3 (three) Financial Years as per the format at Form 9.
- k. Declaration duly signed by signatory of the Concessionaire in the official letterhead stating that Concessionaire has understood the scope of work and site conditions and carried out necessary site visits and completely comprehended the geographical aspects, works, land use as per the format and all normal and specific quality, safety, health and environment requirement and has sufficient resources such as qualified and experienced man power, material and equipment/instruments to carry out the scope of work.

Envelope –B: Technical Bid and Demonstration shall be superscripted as: The Technical Bid shall be submitted in physical form in original in one copy and another in PDF format shall be uploaded on **www.mahatenders.gov.in** duly digitally signed. The bids not received online will be rejected. If there are any discrepancies between online submission and hard copy submission, online bid will prevail. Technical bid shall contain following documents:

- 1. Guaranteed technical particulars of LED street lights and accessories as per Section V of this document.
- 2. The Concessionaire shall submit the following documents/ technical details for technical evaluation:
 - a. Technical Catalogue of Product.
 - b. LM79 Measurement Report for the luminaries tested in NABL & BIS certified laboratory for testing of Luminaries.
 - c. LM80 Report for the LEDs used (supplied by LED manufacturer).
- 3. Compliance Forms as per the format in Annexure II.

Note: Demonstration will be part of the technical evaluation. However, no documents need to be submitted in this envelope for the demonstration purpose. The evaluation sheet will be shared with the Concessionaire during the time of demonstration.

Envelope –C: FINANCIAL BID

The Financial Bid shall be submitted **online only**.

1. Financial bid shall contain only the duly filled in final financial bid format as in Annexure III duly signed and stamped by authorized signatory and covering letter duly signed by the authorized signatory and stamped on the letter head of the Concessionaire and it should be uploaded online only.
2. The Concessionaire has to quote guaranteed energy saving in percentage terms (minimum 60%) along with the percentage revenue share offered to NMC (minimum 10%) out of the total revenue earned by the Concessionaire from energy saving under this project. Further, the percentage revenue share offered to NMC (minimum 20 %) out of the total revenue earned by the Concessionaire from advertisement rights under this project is also to be quoted..

All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the Concessionaire till the completion of the Project.

3.22. Disqualification

The Proposal is liable to be disqualified in the following cases or in case the Concessionaire fails to meet the bidding requirements as indicated in this RFP:

- i. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Proposal.
- ii. During validity of the Proposal, or its extended period, if any, the Concessionaire increases their quoted prices.
- iii. The Concessionaire qualifies the Proposal with their own conditions.
- iv. Proposal is received incomplete.
- v. Proposal is received after due date and time.
- vi. Proposal is not accompanied by the EMD.
- vii. If the Concessionaire provides quotation only for a part of the Project.
- viii. Information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage)
- ix. Financial Proposal is enclosed with the Technical Proposal.
- x. Concessionaire tries to influence the Proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
- xi. In case anyone Concessionaire submits multiple proposals or if common interests are found in two or more Concessionaires, the Concessionaires are likely to be disqualified, unless additional Proposals/Concessionaires are withdrawn upon notice immediately.
- xii. Concessionaire fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a Contract within 15 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the NMC.
- xiii. The validity of the bids submitted before deadline shall be till 180 days from the date of opening of the Bids.
- xiv. While evaluating the Proposals, if it comes to the NMC's knowledge expressly or implied, that some Concessionaires may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of Proposal then the Concessionaires so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by the NMC.
- xv. If the Bid Security Pre-Qualification Proposal, Technical Proposal contain any information on price, pricing policy, pricing mechanism or any information indicative of the Financial aspects of the Bid
- xvi. Concessionaire doesn't agree to the Terms and Conditions stipulated in the RFP or the Draft / Signed Contract Agreement.

3.23. Bid Opening

- I. Envelope A containing EMD, Tender Fee and Pre-Qualification shall be opened initially in the presence of Concessionaires.
- II. Envelope B containing the Technical Proposal shall be opened of only those Concessionaires who qualify in the Envelope A.
- III. Envelope C containing the Financial Proposal shall be opened of only those Concessionaires who qualify in the Envelope A & B and will remain unopened until the time of opening of the Financial Proposals.
- IV. At the end of the evaluation of the Envelope A- Pre-qualification and Envelope B Technical Proposals, NMC shall invite Concessionaires who have qualified for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by NMC to qualified Concessionaires.

3.24. Evaluation Process

3.24.1. Bid Evaluation Committee

- I. NMC's Bid Evaluation Committee that shall oversee the bid evaluation process and submit its recommendation to Competent Authority whose decision shall be final and binding upon the Concessionaires is as follows:
 - a. Additional Commissioner, NMC
 - b. CEO, NMSCDCL
 - c. Chief Account and Finance Officer(CAFO),NMC
 - d. Chief Auditor, NMC
 - e. H.O.D. Electrical Department, NMC

3.24.2. Process of Evaluation

- II. Concessionaires who qualify in Envelope 'A' shall be considered for further Technical evaluation and demonstration.
- III. Concessionaire shall be evaluated for Envelope A as per EMD, Tender Fee and prequalification criteria mentioned above at 3.23. The Concessionaires who fulfil all the prequalification criteria in Envelope A, would be evaluated as per Technical Bid scrutiny and demonstration as mentioned in Envelope B.
- IV. Concessionaires who qualify in Envelope B will be eligible for opening of Envelope C. Amongst the Concessionaires who are considered for financial evaluation, the Concessionaire quoting the highest offer for

revenue sharing as per the financial format in Annexure II with the NMC will be awarded the work.

- V. The Competent Authority reserves the right to accept or reject any or all bids without giving any reasons thereof.

3.24.3. Pre-Qualification Criteria

Incorporation:

- i. The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should have been in existence for minimum of 5 years. Certificate of incorporation or registration of the organization to be provided.
- ii. The Concessionaire / Lead Concessionaire or if it's a consortium, All the members of the Consortium should have PAN, TAN certificates and GST registration.

Technical Capacity:

The Concessionaire shall demonstrate in past 5 financial years as on Bid Due Date the following technical capacity:

- iii. The Concessionaire (The Lead bidder in case of Consortium) must have at least 100 human resources as on last date of bid submission. A certificate from the head of HR Department is to be submitted in this regard.
- iv. The Concessionaire (The lead bidder or any member of the consortium) should have experience of at least
 - i. One project which involved 20,000 or
 - ii. Two projects which involved 10,000 or
 - iii. Three projects which involved 8,000 orLED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India. Work order or client testimonial specifying the number of fixtures should be submitted
- v. The Concessionaire (The lead bidder or any member of the consortium) will have to produce successful commissioning certificate and Successful performance from any Government Authority mentioning the

“Committed Minimum Guaranteed Savings and Achieved Energy Savings” from at least one existing project of smart street LED lighting. Client Certificate along with Copies of work orders or completion certificate received from the client(s) to be provided

- vi. The Concessionaire or if it's a consortium, all members of consortium should not have been blacklisted/ debarred/ terminated from any of the Central/State Government Department/ Board/Corporation/ PSUs/Municipal Corporations for fraudulent or corrupt practices.

Financial Capacity:

- i. The Concessionaire (Lead member in case of Consortium) should have average annual turnover of Rs. 150 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.
- ii. The Concessionaire (Lead member in case of Consortium) shall have a minimum average net worth of Rs. 20 Crore (Rupees Twenty Crore) over the last 3 (three) FY 2016-17, 2015-16 and 2014-15, duly certified by Auditor / Chartered Accountant.

The net worth will be calculated as:

Net Worth = (Paid up & Subscribed Equity Capital + Reserves) LESS (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for the distribution to the equity shareholders + accumulated losses)

- iii. The Concessionaire (any member of the consortium other than lead bidder) should have at least 3 years of experience in public advertisement with hoardings, billboards or digital advertisement with average annual revenue of Rs. 20 Crore from advertisement business in the last 3 financial years 2014-15, 2015-16 and 2016-17. CA certificate mentioning average revenue from advertisement business in last 3 years should be submitted.

3.24.4. Envelope B: Technical Evaluation and Demonstration

Each Proposal which qualifies in Envelope A shall be scrutinized further technically for checking whether the offered hardware meets the RFP requirements along with technical specification of the product. In case, the bid is found technically responsive then the Concessionaire will be called for demonstration and the Concessionaires successful in the demonstration will qualify for further evaluation of Envelope C (Financial Bid). In case in NMC's opinion if there is a material deviation from the RFP requirement, it will treat the bid as non-responsive and may disqualify the Concessionaire. The

Envelope C of such disqualified Concessionaire shall not be opened. NMC reserves the right to decide whether the deviation is material or not.

Demonstration and Technical Bid:

- i. The Concessionaire has to demonstrate successful operation of the offered LED street light solution as indicated below, failing which the Concessionaire shall be rejected. (Conditions to be defined for rejection like Lux levels, watt loss or non—operation of lights within one week, or individual light control, scheduling or dimming criteria not working)
- ii. The Concessionaires are required to demonstrate their products for site testing and verification by a committee of NMC to demonstrate physically that the offered product meets the technical specification.
- iii. 5 (Five) consecutive existing street light poles of the street light segment at locations as directed by the NMC Committee shall be replaced with the Individually controlled Dimmable LED Street light fixtures proposed to be on the basis of the demonstration, Lux Level measurements and watt loss of the installed fixtures will be checked and verified which will be documented by NMC Committee. Automatic lighting schedule, group & individual control (on/off/dimming), city map view of lights shall be demonstrated using the web portal of the Street Lighting Management System. No repeat observations / demos will be required to be done after the joint demonstration (with Concessionaire and NMC). The Lux Level measurements will be done as per the standards given in RFP.
- iv. The venue and time of testing shall be communicated after opening of Technical Bid.
- v. The Concessionaire has to report to the Engineer-in-Charge for testing along with the required products and instruments at least one 1 (day) before the commencement of the testing so that necessary arrangements for replacement of existing fixtures and installations for the testing and demonstration can be taken up.
- vi. NMC or third party (appointed by NMC) will provide required measurement devices for the measurement of different parameters like total consumption including watt loss and Lux Levels.
- vii. The Concessionaires who fail to report for the testing with their products and instruments as specified shall be rejected.
- viii. The offers of the Concessionaire whose product fail to work satisfactorily during the testing shall also be rejected.
- ix. The offers of Concessionaires whose products do not conform to the specifications during the onsite testing shall be out rightly rejected.
- x. No cost for the demonstration shall be borne by NMC. NMC shall also not be held responsible for accident or for any damage or failure of the

products or instruments during the demonstration. Adequate safety arrangements need to be made by the Concessionaire for safety of human being and equipment.

3.24.5. Envelope C: Financial Bid Evaluation

NMC will evaluate Financial Proposals of all the qualified Concessionaires of Envelope B. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

| S no. | Particulars | Bid Quote |
|-------|---|--------------|
| A | Guaranteed Monthly Energy Savings with maintaining required Lux level as per table no. 1 in %. <i>Minimum Quote of 60% (In percentage)</i> | A |
| B | Nashik Municipal Corporation (NMC) share out of the overall Monthly savings in % <i>(In percentage) (Minimum Quote of 10%)</i> | B |
| C | Minimum Monthly Energy Savings to NMC ($A \times B \times \text{Unit Rate} \times \text{Baseline Consumption}$) in INR | C |
| D | Guaranteed Monthly Revenue assessed to be generated from Advertisement on either on street poles or on median between poles and VMD (tentative location proposed) (inclusive of all taxes(GST etc.) at prevailing rates) in INR | D |
| E | Nashik Municipal Corporation (NMC) share in percentage out of the overall revenue generated from the advertisements on either on street poles or on median between poles and VMD (tentative location proposed) in % <i>(In Percentage) (Minimum Quote of 20%)(Minimum share to NMC shall be Rs. 83 Lakhs)</i> | E |
| F | Minimum Monthly Revenue Sharing for the Duration of the project to NMC ($D \times E$) in INR | F |
| G | Final Bid Price For evaluation Only ($C+F$) in INR | G=C+F |
| | | |
| | Note | |
| | Evaluation criteria will be solely on Highest Bid Parameter (G) | |

Details of Energy saving from individual pillar will be amicably decided as follows.

- 1) Actual energy consumption reading (pillar wise) will be taken before & after replacement of LED Fitting for consecutive 3 days considering more than 98% street lights working, with third party certification.
- 2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then NMC sharing will be considered on higher saving percentage.
- 3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee)
- 4) Quoted rates by the bidder shall be inclusive of all other taxes duties etc. GST will be calculated at prevailing rate.
- 5) Bidder has to prove by demonstration to NMC officials guaranteed energy savings with LUX levels mentioned in RFP Guidelines without any dimming, without any Change in NMC infrastructure failing with bidder would be disqualified"
- 6) If actual Monthly Revenue from advertisement is found above than committed Guaranteed Monthly Revenue, then NMC sharing will be considered on higher saving monthly revenue.

3.24.6. Signing of Contract

The successful Concessionaire shall enter into Concession agreement with NMC within the time frame mentioned in the LoA.

3.25. Fraud and Corrupt Practice

- 1 The Concessionaires and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the NMC shall reject a Bid without being liable in any manner whatsoever to the Concessionaire if it determines that the Concessionaire has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2 Without prejudice to the rights of the NMC, if a Concessionaire is found by the NMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Concessionaire shall not be eligible to participate in any tender or RFP issued by the during a period of 3 (three) years from the date such Concessionaire is found by the NMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt

practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3 For the purposes, 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 Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NMC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
- ii. engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the NMC 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 Bidding 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 Bidding Process;

d) **undesirable practice** means

- i. establishing contact with any person connected with or employed or engaged by the NMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
- ii. having a Conflict of Interest;

e) **Restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Concessionaires with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.26. Supplementary Information/Corrigendum/Amendment to the RFP

- 1 At any time prior to the deadline (or as extended by NMC) for submission of bids, NMC for any reason, whether at its own initiative or in response to clarifications requested by the Concessionaire may modify the RFP document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this RFP. Such supplements / corrigendum to the RFP issued by NMC would be displayed on www.mahatenders.gov.in, any such supplement / corrigendum / amendment shall be deemed to be incorporated by this reference into this RFP.
- 2 Any such supplement / corrigendum / amendment will be binding on all the Concessionaires. NMC will not be responsible for any misinterpretation of the provisions of this Tender document on account of the Concessionaires failure to update the Bid documents based on changes announced through the website.

3.27. Right to termination

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

3.28. Interlineation of bids

The Bid shall contain no interlineations or erasures. In case of any overwriting, the place needs to be signed by the Authorized signatory.

3.29. 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.

3.30. Acknowledgement of understanding

By submitting a Proposal, each Concessionaire shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

3.31. Miscellaneous

- 1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Nashik, India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 2 The NMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Concessionaire in order to receive clarification or further information;
 - c) Qualify or disqualify any Concessionaire and/ or to consult with any Concessionaire in order to receive clarification or further information;
 - d) retain any information and/ or evidence submitted to the NMC by, on behalf of, and/ or in relation to any Concessionaire; and/ or
 - e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Concessionaire.
- 3 It shall be deemed that by submitting the Bid, the Concessionaire agrees and releases the NMC, their employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 4 The Concessionaire shall acquaint itself with the work and working conditions at site and locality. No claim shall be entertained on this issue after the offer has been submitted.
- 5 The cost of preparing the Bid including a visit to the site or office etc. will not be reimbursed as a direct cost of the assignment and NMC is not bound to accept any of the Bids submitted.
- 6 Any accessories/items which may not have been mentioned in the specification but are required for satisfactory commissioning of the work shall be deemed to be included in the Contract and shall be provided by the Concessionaire without extra charges later on.

- 7 The Concessionaires may visit the target street light segment to estimate the work before submitting their bids at their own cost.
- 8 NMC reserves the right to order the final quantity.

The pages of documents, technical specifications, bids, supporting documents etc. shall be duly signed by the authorized signatory and company seal should be affixed on each page. All pages should be properly numbered and tagged or bound to avoid loss of information during processing of documents. Any part of which is not specifically signed by the authorized signatory and not affixed with company seal shall not be considered for the purpose of evaluation.

Section: IV – Scope of Work

4. Scope of Work

Background

Electric streetlights are essential elements of a city environment and services. They affect residents' sense of safety while influencing a city's ability to create an inviting environment for business and tourism. Unfortunately, these existing outdoor lights consume good amount of energy. Therefore, following are desired in designing and implementation of street lightings:

- Reduce energy consumption, cost, and its maintenance;
- Enhance situational awareness, real-time collaboration, and decision making across city;
- Add intelligent IT innovations to transportation, civic utilities, public safety without adding significantly more physical infrastructure;
- Real-time data communications with low latency to improve safety and security.

4.1. Scope of work

Design, Finance, Supply, Installation, Testing, Commissioning, Monetization, Maintenance of below systems and services for 10 Years 9 months with minimum guarantee energy savings of 60%.

The Pan City of Nashik, has approximately 80685 street light poles and about 91014 fixtures on these existing street light poles. The Concessionaire is required to dismantle the existing light fixtures, handover to Electrical Department, Nashik Municipal Corporation at a specified location within Nashik City & replace them with new smart LED lights.

4.1.1. Survey:

- 1 The Concessionaire to carry out survey of all the roads in PAN City area where the new LED Light Fixtures are to be installed.
- 2 Based on NLC standards code for road lighting the Concessionaire has to undertake survey and define the Power requirement for replacement.
- 3 Concessionaire needs to submit a detailed report of survey and design to NMC.

4.1.2. Replacement:

- 1 The Concessionaire has to replace all the existing conventional and non-conventional light fittings as mentioned below with new LED luminaires. All new LED luminaires shall be of Dimmable type.
- 2 The LED luminaires shall have the maximum coverage area on ground. The Concessionaire shall get approval for a sample of the replacement LED luminaires from NMC before procurement/ implementation of the project work in this regard.

4.1.3. Implementation

- 1 The total comprehensive warranty for these new LED lights is for throughout the Project duration of 10 Years and installation period 9 months from the date of GO-Live. During this period, the Concessionaire has to provide the replacement of all defective LED luminaires and other equipment's related to LED fittings of all types installed.
- 2 The Concessionaire shall replace the defective LED luminaires throughout the project duration.
- 3 For maintenance of the LED luminaires & CSLMS components, the Concessionaire shall depute their technical staff / engineers in order to avoid any dispute or mishandling of any item by NMC staff. The complete responsibility of making them operational will be of the Concessionaire.
- 4 The communication connectivity between CSLMS components and CSLMS software for managing and monitoring of LED luminaires shall be borne and maintained by the Concessionaire throughout the Project duration.
- 5 Concessionaire will have to install same quantity of LED luminaires after replacement of the following existing luminaires:

| # | Wattage | Count |
|---|--------------------|--------------|
| 1 | Sodium Vapor 70 W | 28056 |
| 2 | Sodium Vapor 150 W | 28731 |
| 3 | Sodium Vapor 250 W | 8841 |
| 4 | Sodium Vapor 400 W | 1817 |
| 5 | T5 96W | 8010 |
| | Total | 75455 |

| # | LED Fixtures(Wattage) | Count |
|---|-----------------------|--------------|
| 1 | 45 W | 9181 |
| 2 | 60 W | 3122 |
| 3 | 90 W | 2676 |
| 4 | 120 W | 580 |
| | Total | 15559 |

- 6 The total number of luminaires to be replaced under the project may vary by $\pm 10\%$ before the completion of implementation.
- 7 The Concessionaire shall also operate and maintain all Switch points/ feeder panels.
- 8 The Concessionaire need to convert minimum 20 regular pole into multi utility pole having Wi-Fi, Emergency Call Box (ECB), Public Addressing System (PAS) and Environmental Sensor.

4.1.4. Procure, supply Install, commission, integrate and maintain

CSLMS solution for 10 Years 9 months:

- 1 The Concessionaire has to supply CSLMS software and Integrate CSLMS software with Nashik Smart City Operation Centre.
- 2 The Concessionaire shall host the CSLMS software on cloud environment. NMSCDCL is floating a RFP for setting up of Smart City Operation Centre (SCOC) along with Data Centre. In future, the Concessionaire shall be responsible to migrate, integrate the CSLMS software to the Smart City Operations Centre (SCOC) from the cloud environment.
- 3 Concessionaire needs to provide access to backend data and system of CSLMS to NMC.

4.2. Guaranteed savings:

The minimum guaranteed energy savings, with the installation of LED street lights, should be 60% of monthly baseline energy consumption under concessionaire for the next 10 Years 9 months.

4.3. Monetization Through Advertisement

- 1 The Successful Concessionaire shall also install, operate and maintain hoardings on all street light poles under this project. As per an initial assessment, 5375 street light poles on major roads are considered for computation of minimum guaranteed advertisement revenue under the project with maximum two hoardings per street light pole. Each hoarding on street light poles shall have a maximum dimension of 3 feet in length / height and 2 feet in width which shall be mounted on street light poles as per the applicable rules / regulations / laws / policies / acts, etc.
- 2 The Successful Concessionaire shall be free to charge the end users for advertising street light poles subject to applicable law and collect/appropriate such revenues during the authorisation period and shall pay the municipal taxes.

- 3 The Successful Concessionaire needs to install VMDs at strategic locations (locations listed in annexure) for advertisement. The location of VMDs shall be on the key junctions (mostly without obstructing the traffic) and other strategic locations with large foot fall. The VMD software application shall allow NMSCDCL to publish specific messages for managing traffic and also general informative messages. Location identified for VMD are given in Annexure VIII.

4.3.1. Survey:

- 1 The Concessionaire shall carry out survey of all the roads in PAN City area for determining poles for advertisement site.

4.3.2. Selection of Advertisements

- 1 The Concessionaire shall take into account the following aspects while selecting advertisements for the Display Board.
 - a. The advertisement shall have no objectionable and indecent portrays of people, products or any items. The advertisements should not hurt the sentiments of any group or groups of the society.
 - b. The use of NMC name, logo or title without prior permission is strictly prohibited. No co-branding with NMC is allowed, without prior permission.
 - c. The Concessionaire shall strictly follow all the rules and regulations of model code of conduct.
 - d. The Concessionaire shall remove the objectionable advertisement on NMC as and when directed by NMC with regard to the removal of the advertisement the decision of the NMC shall be final and binding on the Concessionaire.
 - e. The Concessionaire shall be responsible for payment of municipal taxes as applicable (advertisement tax).
 - f. The Concessionaire can place LED advertisement screen (dual sided) having size 2*3 ft between street pole on median.
 - g. Concessionaire can either place LED screen/flex/digital flex either on median or on the poles not on both in same location. Concessionaire will place this led screen after the approval from NMC.
 - h. Concessionaire will make sure no damage will be done to median landscaping and infrastructure while putting the led screens and flex.
 - i. The Concessionaire shall implement Digital Billboards on minimum 5% of the street light poles as permissible under the applicable laws / rules / acts etc. The cost of power, meter and all other fixtures related to the digital billboard will be borne by the Concessionaire.

- j. No damage shall be caused to the street light poles in any manner.
- k. Any damage shall be made good by the Concessionaire else the same shall be recovered from the Performance Security.

4.3.3. Advertising Rights

- a. The Successful Concessionaire cannot display any advertisement before receipt of the Completion Certificate issued by the Project Officer.
- b. The Successful Concessionaire shall comply with the Applicable Laws regulating the display of advertisements and NMC cannot be held liable for any change/ modification in these laws that adversely affect this Agreement or any breach of Applicable Law by the Successful Concessionaire. No claim or compensation on this account will be allowed.
- c. The Successful Concessionaire shall be free to set charges for the display of advertisements to be paid by End Users in line with the market requirements and acceptance of these charges by the End Users. However, the Successful Concessionaire shall be liable to pay all applicable taxes related to the usage of hoardings on street light poles for the display of advertisements and the revenues generated from such activity to NMC.
- d. On digital billboards, the Concessionaire shall provide 5% time during each hour of operation, free of cost to NMC for display of public service messages of noncommercial nature.
- e. On VMD, the Concessionaire shall provide 5% time during each hour of operation, free of cost to NMC for display of public service messages of noncommercial nature.
- f. Poles Identified for Initial Assessment for Computation of Minimum Guaranteed Advertisement Revenue are provided in Annexure IX.

4.4. CONCESSIONAIRE Project Structure

| Particular | Structure for CONCESSIONAIRE Project |
|--|---|
| Model | ESCO – Design, Build, Finance, Operate, Monetize, Maintain & Transfer (DBFOMMT) Model |
| Parameters for Evaluation of Financial bids | <ol style="list-style-type: none"> 1 Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2 Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; 3 Percentage share of revenue generated from advertisement on street light poles |
| Project Coverage | <p>Retrofitting and O&M of identified switching points and respective street light fixtures that are installed on Street light Infrastructure provided by NMC.</p> <p>Successful Concessionaire will deploy LED streetlight smart networking solution consisting of</p> <ul style="list-style-type: none"> (i) Group Controlled Dimmable LED street light fixtures (iii) CSLMS Feeder Control Panels (iv) CSLMS software <p>Successful Concessionaire will replace existing brackets along with energy efficient street lights (to improve the lighting levels) as per the new specifications and designs,</p> <p>Successful Concessionaire will survey Pan city area for selection of advertisement on either on street poles or on median between poles and VMD (tentative location proposed).</p> <p>It will also replace all the terminal box, junction box, flexible wires from Fixture to terminal box/Junction box wherever required; O&M of street light conductors and underground cables will be in the scope of CONCESSIONAIRE. (NMC will be responsible for power supply from MSEDCL meter which will be fixed in the feeder panel.)</p> |
| Energy Conservation Measures (ECSLMS) | Technical Specifications for LED street lights and CSLMS is a part of Tender document; |
| Project Duration | 10 Years 9 months |
| Guaranteed Energy Savings | Minimum 60% |
| Monitoring of energy savings post implementation; by an independent agency / engineer | An independent agency may be appointed by NMC for implementation monitoring and subsequent O&M monitoring, supervision for energy saving achieved and inspection of optimized use of the Smart City Platform. |

| Particular | Structure for CONCESSIONAIRE Project |
|---|--|
| | The monitoring and verification process is detailed out in Energy Performance Contract |
| Minimum standards of Operation and Maintenance | The minimum standards for maintenance of the lux level on roads and operation and maintenance of street light system should be adhered as per the conditions in this RFP and NLC standards codes. |
| Penalties & Liabilities | <p>Penalties levied for non-achievement of savings shall be equivalent to at least the difference between actual and quoted guaranteed savings;</p> <p>Penalties shall be levied also for</p> <ul style="list-style-type: none"> — Non-compliance of lux level standard — Non-Compliance to Minimum Up-Time — Non-compliance with electrical safety related matters — Non-implementation or non-operation of the CSLMS solution — Project Asset and human resources used in the project |
| Payment security | Trust and Retention Account (TRA) or ESCROW Mechanism to enhance bankability of the project; |
| Provisions relating to escrow account, if any | <p>Appointment Nashik Municipal Corporation(NMC) and the CONCESSIONAIRE shall appoint the a reputable Bank to serve as the Escrow agent for the purposes of this Agreement and subject to the terms of this Agreement and the Escrow Agent hereby accepts this appointment.</p> <p>Escrow Account Within five (5) Business Days of the date hereof, Nashik Municipal Corporation (NMC) and the Escrow Agent shall establish an escrow bank account denominated in Indian Rupees for the benefit of the CONCESSIONAIRE (the CONCESSIONAIRE PROJECT ACCOUNT).</p> <p>Deposit and Replenishment Request After successful implementation period (9 months) NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount + (average baseline energy consumption per month * guaranteed saving quoted by bidder * 3 * unit rate); After that for each month NMC will deposit amount equal to (Last month MSEDCL bill*100/(100- guaranteed saving quoted by bidder)). In the event that the amount in CONCESSIONAIRE Project Account falls below 30% of the previous deposited amount or on payment of monthly energy saving fee for subsequent two months, whichever is earlier, the Escrow Agent shall send a written request (Replenishment Request) to NMC to replenish the CONCESSIONAIRE Project Account and with a copy to the CONCESSIONAIRE for the same. CONCESSIONAIRE will deposit the amount generated by advertisement in escrow account on monthly basis.</p> |

| Particular | Structure for CONCESSIONAIRE Project |
|------------|---|
| | <p>The Concessionaire has to deposit monthly revenue generated by advertisement to escrow at the start of the month as per the financial bid submitted will be credited to NMC.</p> <p>Identification and Separation: The Escrow Agent shall clearly identify in its records the Escrow Account as an escrow account and shall keep the funds standing to the credit of the Escrow Account segregated from and not commingled with the Escrow Agent's own funds or the funds of any of its other customers or third parties.</p> <p>Withdrawal Agreement</p> <p>At the beginning of every month, or at such shorter intervals as the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):</p> <p>(a) MSEDCL electricity bill payment</p> <p>(b) all government taxes due and payable by the Concessionaire for and in respect of the Project;</p> <p>(c)NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving</p> <p>(d) NMC Revenue share due and payable to the Authority of Revenue generated by advertisement (min. 83 lakh per month)</p> <p>(e) all penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and</p> <p>(f)monthly proportionate provision of debt service due in an Accounting Year;</p> <p>g) --- Share in Energy saving revenue to Concessionaire , Subject to deduction if any</p> <p>--- Share in Advertisement revenue to Concessionaire , Subject to deduction if any</p> <p>(h)Balance, if any, in accordance with the instructions of the Concessionaire.</p> <p>Fees</p> <p>Fees to be paid to the Escrow Agent for the establishment and management of the Escrow Account shall be borne equally by NMC and the CONCESSIONAIRE.</p> |

4.5. Proposed responsibility of CONCESSIONAIRE under the project

| Area | Responsibility Assigned to CONCESSIONAIRE under this project |
|--|---|
| Meet Desired | <ul style="list-style-type: none"> Design and Installation of CSLMS based on individual streetlight control and feeder panel based group control with Remote Measurement, monitoring & Switching Capability; Meeting timelines specified in contract for replacements/ repair of non-functional Street light fixtures and feeder panel; |
| Key responsibilities | <ul style="list-style-type: none"> Capital investments required for retrofitting of street light fixtures in Pan city Area; Design and Installation of CSLMS with Remote Measurement, monitoring & Switching Capability; O&M (only for Street light fixtures and CSLMS (CSLMS, Gateways, Individual LED light Controllers and Feeder Control Panels) which have been installed by the CONCESSIONAIRE) including replacement requirements during tenure of project; |
| Citizen Service | <ul style="list-style-type: none"> Setting up of call center for citizens to record and address complaints in Nashik city; |
| Reporting/ Monitoring & verification (M&V) | <ul style="list-style-type: none"> Remote monitoring from centralized location; Measure of daily/billing period consumption; Setting up of call center for citizens to report complaints; Daily reporting of fused/ non-functional fittings/ fixtures etc. as well as citizen complaint resolution status; |

4.6. Project Phase

The implementation timelines is given below:

| Sr. No. | Description | Timeline |
|---------|--|---|
| 1 | Date of Issuance of Work Order | T ₀ |
| 2 | Concessionaire will Prepare Implementation Plan in consultation and with approval from NMC | T ₁ =T ₀ +15 Days |
| 3 | Implementation Period as per plan approved by NMC (max) | T ₂ =T ₁ +8 months 15 Days |
| 4 | Operation and Maintenance Period | T ₃ =T ₂ +10 Years |

4.7. Lux Level Measurements

Upon commencement of Phase II (O & M Phase), NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on five per cent (5%) of the street lighting fixtures, randomly selected by NMC, on a rotational basis each year. Such lux level measurements will be carried out twice in a year. The CONCESSIONAIRE shall participate in the lux level measurements along with NMC and the Independent Energy Auditor. If the lux levels are found to be below the applicable standards specified in clause 4.1(3), the CONCESSIONAIRE shall make payments to NMC for the amounts as determined under service level agreement.

4.8. Operating hours and dimming

The Successful Concessionaire has to maintain average operating hours per day for street lights after the completion of the Implementation Period, for 10 Years, equivalent to existing levels of 11 hours per day or from 10 minutes past sunset till 10 minutes prior to sunrise, whichever is higher. If NMC wishes to increase operating hours, for newly installed LED lights, then baseline will also be changed correspondingly to estimate energy savings. Although the Concessionaire is required to provide dimming option in the new system but they will not be allowed to use it for additional energy saving, unless explicitly advised by NMC through written communication. Also the additional saving on account of such additional dimming will not be shared with the Concessionaire and all the energy saving benefit will accrue to NMC. The Dimming is allowed only between 11:00 PM to 5:00 AM.

4.9. Energy Baseline Determination

With immediate effect from the work order Date, the CONCESSIONAIRE shall undertake field surveys of the street lighting fixtures covered in the Project Area (Pan City) to accomplish the following:

4.9.1. Baseline Energy Consumption and Energy Savings for Nashik City

Following Section provide details for the Baseline Energy Consumption for NMC for period of 1st March, 2017 to 28th February, 2018 for Nashik:

4.9.1.1. Baseline Energy Consumption

The Baseline Consumption for period of 1st March, 2017 to 28th February, 2018 is 41414102.67 Kwh. The average monthly consumption for said period is 3451175.22 Kwh

4.9.1.2. Other Details

The actual Baseline Energy Bill shall include two items: 1) Energy Consumption Cost at Unit Rate, and 2) Wheeling Charges. Average Monthly Baseline Energy Bill is computed in the same method as above. Both these baseline figures shall

be considered to arrive at Energy Saving for each month during O & M Period (considering the Unit Rate prevalent then, as may be seen from the monthly electricity bill). As a general guidance, average annual rate of increase of power charges of MSEDCL is 8% or at actuals.

4.10. Operations of Concessionaire

- 1 The Successful Concessionaire has to adhere to the technical specifications as specified in Technical Specifications section for different type of street lighting equipment.
- 2 The Successful Concessionaire has to arrange all the equipment, machineries and instruments required for the implementation of the project at its own expense.
- 3 Also the Successful Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.
- 4 Before starting the installations, it is the responsibility of the Successful Concessionaire to ensure that all relevant poles or lamps are taken up for installations which are under Pan City area of Nashik City.
- 5 The CONCESSIONAIRE shall undertake marking of poles (pole numbering) for each LED luminaire installed in Pan City area of Nashik City and switching point details. However, this should be done without damaging the infrastructure of NMC or any other parties.
- 6 The Concessionaire has to prepare switching point based inventory post replacement and the concessionaire shall conduct GIS/ GPS mapping of street lighting switching points/feeder panels and rationalize the coverage area under the switching points.
- 7 **Service Wire:** The CONCESSIONAIRE has to install cable/wires (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. No extra charge will be payable to the concessionaire for this work. The Cables/ Wires should have following features
 - i. Diameter of 10 sqmm,
 - ii. PVC insulated
 - iii. 4-core Aluminum wire.
- 8 The Pan City area comprises of poles that are under jurisdiction of NMC. There are a total of around 91014 luminaires in place being operated by approximately 1574 switching points/ feeder panels.
- 9 **Bracket/Arm/Clamps:** In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and for this no extra charges will be payable.
- 10 The Successful Concessionaire must take adequate care, by using black cotton tape or better quality tape for connection of wires, to avoid short circuiting of connections especially during monsoon season. No extra charge will be payable to the concessionaire for this work.
- 11 **Surge protection:** The CONCESSIONAIRE will provide surge protection arrangement to protect the luminaire from switching surges which are expected/prevalent in Street Light supply networks. No extra charge will be payable to the concessionaire

for this work. No claim for failure of Luminaires, on account of voltage surges other than Lightning surges, will be considered.

- 12 In case of voltage surges due to lightning, it is expected that lights, in the affected circuit, will fail in a group and not in an isolated manner. Hence, any such failure of lights in a group on account of Lightning surges, may be reported to the insurance company and NMC along with circumstantial evidence within 48 hours (or any other as permissible under the insurance policy) of such occurrence, for the purpose of damage claim. The responsibility for submission of all necessary supporting documentation rests with the Concessionaire.
- 13 Earthing: The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.
- 14 The Concessionaire shall be responsible for identifying existing asset deficiency like power cables (overhead/ underground cables from feeder panels to various poles) for street lighting or conductors, required JBs/MCBs on poles and existing damaged poles in street light infrastructure maintained by NMC. In such instances, the Concessionaire will provide the asset deficiency report and related anticipated expenditure for replacement. The replacement of such infrastructure will be done by the Concessionaire after getting approval of NMC. The Concessionaire will be paid, for this infrastructure improvement @ 15% discount, on approved Common Schedule of Rates (CSR) as approved by State of Maharashtra for replacing/ installing the poles, power cables, JBs/MCBs on poles for street lighting. In addition to this, NMC may ask for painting of some poles across the city. After approval on the number of poles and locations for painting from NMC, the Concessionaire can start the painting work and payment will be made, considering 15% discount, on approved Common Schedule of Rates (CSR) as approved by State of Maharashtra. If rate is not available in CSR, then NMC will discover the market price through minimum three bids. In such situation the Concessionaire will be paid on discovered market price.
- 15 The Concessionaire shall:
- I. Change existing feeder panels to higher capacity in view of inclusion of additional street lights resulting in insufficient rating of feeder panels at its own cost.
 - II. Shift the feeder panels from one place to other place due to obstacle in traffic, line shifting or for the purpose of load distribution at its own cost.
- 16 The Concessionaire shall intimate NMC about any cases of power theft or unauthorized connection of load during festivals from the street lighting network on priority basis. NMC will be responsible for taking all the corrective measures required and not penalize the Concessionaire for such theft.
- 17 The Concessionaire shall ensure proper recording of the dismantled conventional Luminaires and hand over these to NMC on a weekly basis.
- 18 With regard to asset ownership, following need to be adhered to:

- I. NMC shall at all times during the contract period remain the owner of the land and the existing lighting infrastructure under its jurisdiction.
 - II. The Concessionaire shall remain the owner of the LED luminaires and CSLMS components installed by it during the contract period. The Concessionaire shall undertake all the procurement of equipment and services necessary for the Project. These LED luminaires and CSLMS components shall be free of any lien at all times.
 - III. At the expiry of the contract period, all rights and titles to, and interests in, all improvements and equipment constructed or systems installed are vested in NMC, free and clear of all and any liens and encumbrances created or caused by the Concessionaire. The Concessionaire shall surrender possession of the LED luminaires and CSLMS components, along with CSLMS bill of material, to NMC in working condition.
- 19 NMC will conduct periodic reconciliation of readings provided by CSLMS and MSEDCL energy meters. If deviation between CSLMS energy meter readings and MSEDCL energy meter is more than 2%, then NMC, or a third party appointed by NMC, will carry out on site measurement for verification. This deviation of 2% is allowed only if the overall committed energy savings for the system is achieved.

4.11. Special Conditions of Tender to undertake comprehensive operation and maintenance of street lighting network for Pan City Area

During the contract period, following operation & maintenance activities will be required to be carried out by the Successful Concessionaire:

1. The CONCESSIONAIRE will open an office in Nashik City with basic infrastructure where the CONCESSIONAIRE will make available office staff with amenities like computer, printer, phone, complaint register, etc. during working shift timings. These complaint handling centers will be connected to NMC's SCOC and such centers should become fully operational within 30 days of allocation of such space by NMC.
2. The Concessionaire has to store material and fixtures inventory (minimum 0.5% of total installations in the Pan City area) for maintenance requirements.
3. The CONCESSIONAIRE has to be proactive in monitoring street lighting system regularly and performing preventive maintenance and not relying solely on Complaint Management System.
4. In case of theft of the material or electricity, the CONCESSIONAIRE will inform the NMC will also file an FIR. Further, after FIR, the Concessionaire will address the theft ensuring continuous system operations, in presence of NMC officials. The Concessionaire will have to bear the cost for the losses of any items irrespective of the outcome of the police related procedure.
5. The Concessionaire will manage the operation of all the control panels installed by him and also provide maintenance, web-based portal & communication services etc. of these control panels during the contract period.

6. All complaints lodged in the system have to be resolved within 48 hours of lodging of complaint. In certain cases, CONCESSIONAIRE has to resolve the complaints immediately as per the instruction of NMC.
7. The Successful Concessionaire shall ensure the availability of sufficient ladder vehicle, Hydraulic Vehicle (suitable to reach up to 12m height) and other relevant vehicle & equipment for O&M. The vehicle used for O&M should have valid registration documents.
8. In case normal vehicle is unable to access the light point, the CONCESSIONAIRE will be required to make necessary arrangements for facilitating street lighting installation and maintenance at such locations.
9. The CONCESSIONAIRE has to ensure that drivers of ladder vehicles must possess valid driving license, vehicle registration documents, insurance, etc. at all times during the contract period.
10. The CONCESSIONAIRE has to carryout O&M of street lighting network including following specific conditions:

| Sr. No. | Conditions | Responsibility of CONCESSIONAIRE |
|---------|--|--|
| 1 | Maintenance of central lighting | Apart from regular O&M activities; the CONCESSIONAIRE will be responsible for Maintenance/replacement of junction box, related switchgears and related connecting wires/ cables. |
| 2 | Some poles, street light span or street light control may be shifted due to obstacle to traffic, line shifting or for the purpose of load distribution | In such a situation, the CONCESSIONAIRE has to bring in labor for dismantling Luminaire and again putting up Luminaire after shifting has been completed by NMC. |
| 3 | Due to overhead mix network, snapping of conductors, phase-to-phase phenomenon is very frequent and leading to damages of street light luminary and its components | The CONCESSIONAIRE, under such a condition, will register a complaint with the MSEDCL and also undertake required O&M. The Authority will coordinate with MSEDCL, if required. |
| 4 | All street lights are installed on bracket suitable to its entry diameter; however, it may be possible to change some of the brackets at site for LED installation, if required. | All the associated cost would be borne by the Concessionaire. |

11. The Concessionaire will be penalized for non-achievement of O&M performance parameters. (please refer SLA for more details)
12. The CONCESSIONAIRE will organize training program at NMC office wherein the CONCESSIONAIRE will train the employees of NMC on any day within one month of the date of commissioning and on any day within last quarter of end of contract period on the operation, maintenance and repair of the equipment and systems installed by the CONCESSIONAIRE.

13. The Concessionaire should address the queries or issues raised by employees of NMC on O&M practices from time to time.
14. The Concessionaire shall assign an overall in charge for coordination and monitoring of day to day activities of entire city network. Additionally CONCESSIONAIRE should deploy the team as proposed, in their technical bid, from their organization who are regular employees and provide the contact details of the same, who shall be accountable for delivering on the said commitments during the Contract Period, coordinate for daily O&M exercise and update NMC as per agreed format. In case, the assigned personnel leaves the organization or is reassigned, the CONCESSIONAIRE has to intimate the same in writing to NMC and advice names of the new officers assigned for the role.

15. Insurance:

The Concessionaire shall at all times, as may be applicable, obtain, maintain and renew those insurance covers required in relation to people, equipment, systems as well as third party damages in accordance with applicable laws. In particular, the Concessionaire shall maintain an insurance coverage against the risk of damage by fire or otherwise of Concessionaire-owned and installed equipment and systems until the title to the equipment and systems passes on to the Authority upon expiry of the Term.

The goods supplied under the Concession Agreement shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, completion of installation and commissioning. For delivery of goods at site, the insurance shall be obtained by the Concessionaire, for an amount not less than the price of the goods from "warehouse to warehouse" (final destinations) on "all risks" basis including war risks, strikes and Force Majeure Events.

1. Safety: During the period of installation and O&M, the Concessionaire should ensure implementation of measures to ensure SAFETY of working personnel, as per all applicable laws in general and with special focus in the following.
 - a. Working at heights
 - b. Working on/in the vicinity of power supply lines.

Suitable work instructions/procedures shall be prepared for each type of work location (Height or type of pole / supply network configuration) and the working personnel shall be trained at regular intervals by a competent person possessing valid certificate w.r.t SAFETY issues.

All the working personnel shall be provided with appropriate Personnel Protection Equipment such as Safety harness for working at heights, safety helmets, Earthing rods, etc. The Successful Concessionaire shall arrange to carryout safety Audit at regular intervals by a competent person possessing valid certificate w.r.t SAFETY issues and suitable remedial measures shall be taken based on the findings/recommendation of the Safety Audit.

4.12. Assessment of lighting load

It is acknowledged that MSEDCL charges NMC for electricity consumption in street lighting based on the connected load with any feeder / energy meter. For every feeder/ energy meter, a separate bill is raised on monthly basis. Therefore, in order to realize the benefit of reduced energy consumption after the installation of LED lights, NMC will have to reduce the sanctioned load of each of the street lighting feeder proportionately. NMC will take-up this with MSEDCL so that sanctioned load of each of the feeder is reduced based on the new load on the feeder after the installation of LED lights.

During implementation stage, the Concessionaire must first install control panels with each of the feeders/ switch points before the installation of LED lights so that these panel can measure the existing lighting load also on each of the energy meters for a specified period of time (1-2 days). After recording these measurements the Concessionaire will replace the old lights with LED lights and will again record the changed load. Other parameters such as no. of lights and their corresponding wattage shall also be recorded for any switching point before and after replacement with LED lights. NMC will also provide Concessionaire, the previous year bills for each switching point. At the end of every month, from the start of installation phase, the concessionaire shall for the completed switch points, must prepare and submit a consolidated report to NMC in the format as provided below:

| Sr. No. | Division | Switch Point Description | Existing load as per utility bill (kW) | New load as per new meter installed in CSLMS panel (kW) | New load after replacement of all lights connected to switching point (kW) |
|---------|----------|--------------------------|--|---|--|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |

The Concessionaire shall also submit a consolidated report in the above format to NMC separately for each division, immediately after the work is completed for that division.

4.13. Assessment of energy savings through Measurement & Verification (M&V)

The energy savings by virtue of its nature is to be calculated through difference of baseline energy consumption and actual energy consumption. The replacement of existing street light with energy efficiency LED street light is expected to give minimum 60% of energy saving. So the successful Concessionaire will have to ensure minimum energy saving of 60% (or higher as per his quote) from all the measures taken in this project.

The CONCESSIONAIRE will be required to submit, at start of every month, detailed CSLMS report capturing energy consumption at each CSLMS feeder control panel, hours of operation, details of events like phase failure, non-operational light points, etc. to NMC. NMC will direct the ESCROW bank account agency to process the payment to concessionaire after adjusting for penalties, if any. NMC or the third party consultant hired by NMC will conduct reconciliation of CSLMS report and MSEDCL bills semiannually and any discrepancies observed in the savings of CSLMS report would be adjusted in the subsequent invoice of the Concessionaire.

4.14. System Documents, User Documents

The CONCESSIONAIRE will provide all project related documents. This documentation should be submitted as the Project undergoes at various stages of implementation. Indicative list of documents include:

1. Project Commencement Documentation: Project Plan in giving out micro level activities with milestones & deadlines.
2. Equipment Manuals: Original Manuals from OEMs.
3. Installation Manual: For all the application systems.
4. Training Material: Training Material will include the presentations used for trainings and also the required relevant documents for the topics being covered. Training registers should be submitted for same.
5. User Manuals: For all the application software modules, required for operationalization of the system.
6. System Manual: For all the application software modules, covering detail information required for its administration.
7. Standard Operational Procedure (SOP) Manual: The Concessionaire shall be responsible for preparing SOP Manual relating to operation and maintenance of each and every service as mentioned in the RFP. The draft process (SOP) document shall be formally signed off by NMC before completion of Final Acceptance Test. This SOP manual will be finalized by the Concessionaire within 2 months of operationalization, in consultation with the NMC and formally signed off by the NMC.

Note: The CONCESSIONAIRE will ensure upkeep & update all documentation and manuals during the concession period. The ownership of all documents, supplied by the Concessionaire, will be with NMC. Documents shall be submitted in two copies each in printed (duly hard bound) & in softcopy formats.

4.15. Helpdesk Setup

1. The CONCESSIONAIRE will set up a 24X7 centralized helpdesk for the project for entire concession period;
2. The help desk will handle user queries and issues relating to implemented solution
3. The helpdesk is required to ensure that users can log calls and complaints for any technical issues they face while accessing the system. The following is included in the scope of work of the Concessionaire:
 - a. The helpdesk to have Interactive Voice Response (IVR) system for first level of call segregation;
 - b. Accordingly Standard Operating Procedures (SOPs) shall be created by the Concessionaire;
 - c. In addition to the telephone call, the Concessionaire shall also provide other channels for call logging like email and web interface;
 - d. Following is also part of scope of work of Concessionaire:
 - i. Development of training material for NMC employees

- ii. Training to be imparted to NMC
- iii. Provision of Call center application
- iv. Development of standard operating procedures with call prioritization guidelines, problem security codes and escalation procedures etc. in consultation with NMC
- v. Helpdesk related infrastructure;
- e. Language Capabilities : Marathi, Hindi and English;
- f. The service window for Help Desk is 365X24X7 (Monday to Sunday);
- g. The call statistics will be analyzed every quarter after Go-Live and the number of Customer Care Executives may be ramped up or down accordingly on a week's notice;
- h. The Concessionaire shall deploy helpdesk application accessible to all users through the Smart City portal for logging issues; and the Concessionaire to provision for inbound calls.

4.16. Training

The Concessionaire need to provide training to NMC employees and other stakeholders as directed by NMC. The following is a broad level scope;

1. The Concessionaire will prepare all the requisite audio/visual training aids that are required for successful completion of the training for all stakeholders. These include the following for all the stakeholders:
 - a. Training manuals for NMC employees / stakeholder departments;
 - b. Computer based training modules;
 - c. Presentations;
 - d. User manuals;
 - e. Operational and maintenance manuals

4.17. Hand-over of the system at the end of contractual period

1. Ownership
 - a. Subject to the terms of the Agreement, the ownership of the Project Site and the Installed Facilities, including all improvements made therein by the Concessionaire, shall at all times vest in NMC.
2. Concessionaire's Obligation
 - a. The Concessionaire shall on the date of expiry or an early Termination of the Authorisation Period, hand over vacant and peaceful possession of the Project Site with all the Installed Facilities to NMC and in good operable condition as per terms of this Agreement.
 - b. At least 20 (twenty) days before the expected expiry of the Authorisation Period, an inspection of the Installed Facilities and Project Site shall be undertaken by the Project Officer. NMC shall within two days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs, if any, to be carried out so as to conform to the original condition and specifications of the Installed Facilities, barring normal wear and tear. The

Concessionaire shall promptly undertake and complete such works/ jobs at least 7 days prior to the expected expiry of the Authorisation Period and ensure that the Installed Facilities continue to meet such specifications until the same are handed back to NMC. The Performance Security of the Concessionaire shall be released only when the works/ jobs are rectified as per the list prepared by NMC.

- c. If the Concessionaire fails to hand over the Installed Facilities after the expiry of the Authorisation Period or after the Termination of the Agreement then the Concessionaire shall be deemed to be an unauthorized occupant and NMC shall have the right to forcefully remove any person and/or material of the Concessionaire and/or any End User from the Project Site and/or Installed Facilities without giving a notice to the Concessionaire.

4.18. Independent Energy Auditor

NMC shall appoint an independent energy auditor (the Independent Energy Auditor) selected following a transparent and competitive tender procedure launched by NMC. All the Independent Energy Auditor's expenses shall be borne by the NMC

4.19. Reporting

During the Term, the CONCESSIONAIRE shall provide monthly reports to NMC about the following matters:

1. Update on the assets;
2. Operation and maintenance services;
3. Energy saving report;
4. Lamp failure report;
5. Panel Door Open Alert Report,
6. Monitoring and verification report.
7. The CONCESSIONAIRE shall also submit Annual Electrical Safety report

Section: V – Functional & Technical Specification

5. Functional & Technical Specification

The scope includes design, development, manufacturing, testing and supply of energy efficient luminaire complete with all accessories and CSLMS components. The Central Street Lighting Management System (CSLMS) remotely monitors and manages the street lights. It consists of Central Management Server, Feeder Panel Controllers (FPC), Street Light Controllers (SLC) and network Gateways. The CSLMS monitors and manages the street lights through FPC and SLC.

LED lamps with suitable current control driver circuit including mounting bracket for street light and high mast light. The luminaire shall be suitable for rugged service under the operational and environmental conditions encountered during service.

The detailed technical specifications for each component of the project i.e. LED Luminaire and CSLMS is provided in subsequent sections.

5.1. LED Luminaire Technical Specification

| Sr. No. | Typical specifications of LED street lights | | Supporting document |
|---------|---|--------------------------|--|
| i. | High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W | | LED Technical Data sheet |
| ii. | Life span of LEDs used in the Luminaire shall be more than 50,000 hours at 70% light output | | LM-80/IS16105,L70 & TM 21 Test Report test report including technical Data Sheet of LED Chip |
| iii. | LED chip make- CREE/OSRAM/Nichia/seoul | | |
| iv. | LED chip efficacy shall be more than 135 Lumens/watt at Tj 25° C | | LED Technical Data Sheet |
| v. | Junction Temperature (Tj) should be <105°C | | Manufacturer self-certify |
| vi. | Photo Biological Safety Report for the LEDs as per IEC 62471 and assessment of blue light as per IEC/TR 62778 – Ed. 1.0 | | Photo Biological Safety Report |
| vii. | Color temperature of the luminaire should be 5700K (±5%)(Super-white) | | LM-79 report |
| viii. | Power factor | > 0.95 | LM-79 report |
| ix. | System Efficacy (lumen/watt) | Shall be >100 lumen/watt | LM-79 report |
| x. | CRI of Luminaries | > 70 | LM-79 report |
| xi. | Lumen depreciation for rated life <10% | | LM 80 Report to be submitted and Manufacturer has to self-certify |
| xii. | The luminaire light output (lumen) shall be constant. The voltage variations / fluctuations in the specified | | LM-79 report |

| Sr. No. | Typical specifications of LED street lights | | Supporting document |
|---------|--|---|--|
| | voltage range shall not impinge upon the lumen it produces. Maximum +/- 2% is allowed throughout in the input operating voltage range | | |
| xiii. | Operating voltage: 140 V to 270V universal electronic driver with internal surge protection of 4 KV (Applicability IS 15885, Driver Safety 16104-1/2) | | NABL accredited lab report |
| xiv. | Overvoltage cutoff limit > 295 V | | NABL accredited lab report |
| xv. | Total Harmonic Distortion: < 10% THD - Test Method IEC:610003-2 | | NABL accredited lab report |
| xvi. | LED Drive current | $\geq 350 \text{ mA} < 1200 \text{ mA}$ | LM-79 report |
| xvii. | LED driver efficiency | > 90% | LM-79 report |
| xviii. | Heat dissipation / heat sink: Well-designed thermal management system with defined heat sink | | NABL accredited lab report |
| xix. | The luminaire housing shall be made up of corrosion free High Pressure Aluminum die cast thus conforming the luminaire to minimum IP-66 for all wattages and safety as per IEC 60598/IS 10322. (Only single housing Luminaire allowed). | | NABL accredited lab report |
| xx. | The luminaire shall be equipped with distortion free, clear, heat resistant, toughened, UV stabilized glass / Polycarbonate cover in the front fixed to the die cast Aluminum frame which shall be fixed to the housing by means of Corrosion resistant or Brass screws for areas not inside IP66 rated chamber. Zinc plated steel or equivalent screws can be applied inside sealed chambers. | | NABL accredited lab report |
| xxi. | The luminaire shall be built in such a way that it can withstand wind speed of 150 kmph. (Impact resistance $\geq \text{IK05}$) | | NABL accredited lab report |
| xxii. | Frequency | 50Hz +/- 3% | |
| xxiii. | Operating temperature | Range: -20° C to +60° C | NABL accredited lab report |
| xxiv. | Protections | IP66 for all type of lamps to be installed Surge protection 4 kV, IEC61000-4-5 | NABL accredited lab report |
| xxv. | Working humidity | 10% to 90% RH | |
| xxvi. | Conformation standards of luminaire (Test reports of luminaire) | The luminaire should conform to IEC 60598/ IS:10322 The luminaire should be tested as per IEC 60598-2-3:2002/ IS:10322 Part 5 Sec-3 standards and | From NABL Certified TPL Test report TEST REPORT as per |

| Sr. No. | Typical specifications of LED street lights | | Supporting document |
|---------|---|---|---|
| | | following test reports should be submitted: Thermal Test, Ingress Protection Test, Electrical / Insulation Resistance Test, Endurance Test, Humidity Test , Photometry Test (LM79 report), Vibration Test | IS:10322 part 5 Sec-3 /IEC:60598-2-3 |
| xxvii. | Finish | Aesthetically designed housing with corrosion resistant polyester powder coating | Self-Declaration |
| xxviii. | Luminaire configuration / technical requirement | Side entry type. Shall consist of separate optical and control gear compartments. It should be easy replaceable in the field condition. | Self-Declaration |
| xxix. | Compliance | RoHS/CE/ERTL/ERDI | Confirmation |
| xxx. | Surge Protection | External Surge protection of minimum 4 kV/ 10 kV to be separately installed with the each Luminaire, if required. | As per IEC 61000-4-5 |
| xxxi. | Dimming | For dimmable LED luminaires, the driver shall support PWM or 0 – 10v based dimming | Self-Declaration |

NOTE:

- 1 All Tests have to be confirmed and appropriate TEST REPORT has to be submitted before installation of the luminaires.
- 2 NMC is free to draw samples after start of supplies from the supplied quantity and subject the same to test in a NABL Accredited Lab. NMC will bear the cost of testing of such sample. The decision of NMC on the same shall be binding on the Concessionaire. Failure of the sample will invite strict penalty and disqualify the Concessionaire from future tenders also.

5.2. Feeder Panel Controller

The following functionalities shall be supported by Feeder Panel Controller (FPC).

1. The Feeder Panel Controller shall consist of a class-1 energy meter, feeder panel control unit and wireless communication unit.
2. The Feeder Panel Controller shall be capable of switching On/Off all the luminaires of a particular switching point based on the lighting schedule set by the Central Management Server (CSLMS).
3. It shall communicate to the CSLMS through the wireless communication unit over GSM/Wi-Fi/Ethernet.
4. Once the lighting schedule is set, it shall operate the luminaires according to that schedule till the lighting schedule is changed by the CSLMS.
5. It shall operate the luminaires according to the lighting schedule even if there is a communication fault between CSLMS and itself.
6. In the absence of any lighting schedule it shall operate (On/Off) the luminaires according to the time of the day.
7. It shall communicate the real-time status (On/Off/Fault) of the luminaires to CSLMS.
8. If it is not able to communicate with the CSLMS, it shall store all the luminaires data internally and relay that data to CSLMS once the communication is established.
9. It shall be able to store luminaire logs / data for up to 7 days.
10. It shall have IP55 protection.
11. MSEDCL meter space in feeder panel controller.

5.3. Street Light Controller

The following functionalities shall be supported by Street Light Controller (SLC) fitted on group street poles.

1. It should be able to control at least two LED luminaires of up to 250W each.
2. It shall support PWM or 0-10v based dimming for dimming of the LED luminaires.
3. It shall be powered by 230 V AC available on Street Light poles.
4. It shall communicate to the Central Management Server (CSLMS) through network gateway over WiFi or ZigBee or LoRa.
5. It shall control (On/Off/Dim) the LED luminaire according to the lighting schedule communicated to it by the CSLMS.
6. Once the lighting schedule is set, it shall operate the luminaire according to that schedule till the lighting schedule is changed by the CSLMS.
7. It shall operate the luminaire according to the lighting schedule even if there is a communication fault between CSLMS and itself.
8. In the absence of any lighting schedule it shall operate (On/Off) the luminaire according to the time of the day.
9. It shall communicate the real-time status (On/Off/Dim Level/Fault) of the luminaire to CSLMS.
10. If it is not able to communicate with the CSLMS, it shall store all the luminaire data internally and relay that data to CSLMS once the communication is established.
11. It shall be able to store luminaire logs / data for up to 7 days.
12. It shall have IP65 protection.
13. It shall detect and report the following faults to CSLMS
 - a. Under/over voltage detection
 - b. Main breaker error
 - c. Contactor fault
 - d. Circuit breaker off
 - e. Circuit phase errors (fuse, breaker, etc.)
 - f. Main power failure
 - g. Leakage to ground
 - h. Manual switch activated
 - i. Phase current out of range
 - j. Control cabinet door open
 - k. Lamp failures

5.4. Gateway Device

The following functionalities shall be supported by Gateway device.

1. It shall facilitate the communication between the Central Management Server (CSLMS) and Street Light Controller (SLC).
2. It shall support GSM/Wi-Fi/Ethernet interface for uplink.
3. It shall support Wi-Fi/Zig bee/LoRA based Street Light Controllers.
4. One gateway shall be able to connect up to 50 Street Light controllers.
5. It shall have a storage capacity of storing the data of 100 luminaires for up to 7 days and should be able to transmit historical data stored in case of power failure.
6. It shall communicate with the CSLMS on real time basis.
7. It shall be powered by 230 AC available on the street light poles. Optionally Power over Ethernet also shall be supported.
8. It shall be weather proof with IP-56 casing with a lock and shall fit on the existing street light poles with a suitable clamps supplied by the vendor.
9. It shall have a battery power back up for up to 12 hrs.

5.5. Central Street Lighting Management System Functional Specifications

Software

1. The system shall provide web based central management software (CSLMS) to view, operate & manage the lighting system.
2. The CSLMS shall be hosted on a cloud server temporarily and later shall be migrated to Smart City Operations Centre (SCOC) once it is ready.
3. The software provides mechanism for tracking the repairs of the faulty light fixtures or gateways
4. All software updates happen without the need for any human intervention except for scheduling the update operations.

Operations

1. Concessionaire need to provide minimum 1 managerial level staff at SCOC for handling day to day operation of CSLMS for 24*7.
2. It shall support multiple users with different privileges.
3. Only a user with admin privileges shall be able to create, modify or delete users.
4. The user privileges shall be view, operate and/or administer.
5. The user privileges shall be to a given set of street lights only
6. The street lights shall be divided into hierarchical groups called, zones, wards, locality, road, feeder units etc.
7. The street light groups shall be modifiable by the administrator only
8. Only a user with sufficient privileges shall control lights either at group or individual level.
9. All user log-in and log-off activity shall be logged.
10. All user activity that modifies any existing configuration of the CSLMS or gateways or light controllers shall be logged.
11. A logged in user shall be allowed to view, operate and manage the street lights & gateways for which he/she has privileges.
12. The CSLMS shall assign a unique id for each light fixture and gateway.
13. The CSLMS shall have the GPS location of light fixtures and gateways.
14. The light fixtures and gateways shall be shown on Google Maps.
15. The user shall be able to view the light fixtures on Google Maps either in groups or individually.
16. The user shall be able to set lighting on/off/dim policies for a group or individual lights.

17. Through the lighting policy the user shall be able to set the date & time when the light should be on and off.
18. Through the lighting policy the user shall be able to set the dimming level, its duration and the time of a day it should be active.
19. The policies shall be settable for any day within a year.
20. The user shall be able to create, modify, delete, enable and disable policies for a group of lights or individual lights easily.
21. There shall exist a default global policy that would be used by the street light controller in the absence of any specific light policy for it.
22. In case of any error during the setting of policies onto each street light, the CSLMS shall highlight the same and shall keep trying until cancelled by the user.
23. CSLMS shall control all the digital advertisement.
24. CSLMS should give advertisement status on each pole, obtained digitally or manually fed (in case of conventional boards).

Communication

1. The CSLMS shall communicate with registered Gateways only.
2. The CSLMS shall communicate with registered Feeder Panel Controllers only.
3. The gateways shall communicate with registered Street Light Controllers only.

Security

1. The communication between the CSLMS and other components in the system is secure so as to prevent eaves dropping, device hijack and "man -in-the-middle" attacks.
2. Faulty gateways or light controllers can be replaced only after initiating that action through the CSLMS.

Notifications

1. It shall support the following types of notifications:
 - a. email
 - b. SMS
 - c. mobile app alerts
2. A user shall be registered for notifications only for the street lights that he/she has privileges
3. The following events shall result in notifications
 - a. Any fault detected by the system in the smart light fixture or controller or gateway.
 - b. Any changes to the configuration of CSLMS, gateway or controllers
 - c. Any manual changes to the lighting schedule

- d. Any manual control of the lighting

Reports & Analytics

1. It shall provide the following reports at either a group or individual street light level
 - a. Status of Lights with lux level report
 - b. Energy Consumption
 - c. Power leakages
 - d. Faulty Lights
 - e. Fault rates
 - f. Fault fixing
 - g. High or Low voltage issues
 - h. Pending user actions
 - i. Pending policy
2. It shall provide the following analytics
 - a. Fault trends
 - b. Future energy needs
 - c. Potential energy savings possible by changing lighting policies

Data Backup

1. All the configuration change activity logs shall be stored for the duration as set by the administrator.
2. All historical statistics shall be stored for the duration as set by the administrator.
3. It shall not let the administrator increase the duration if it detects that there would not be sufficient disk space to store the data for such long durations.
4. It shall automatically back up all the data as scheduled by the administrator

Mobile App

The system shall provide a mobile app with the following features

1. View, Operate & Manage the street lights
2. View and act on notifications

5.6. Variable Messaging Display Board (VMD)

5.6.1. Functional Requirements

VMD shall enable via CSLMS for advertisement. Also to communicate effectively with citizens and also improve response while dealing with exigency situations. These shall also be used to regulate the situations across the city by communicating right messages at the right time.

- 1 The variable message display shall consist of variable message signboard with local controller.
- 2 A VMD software system should be the part of CSLMS shall be provided to the SCOC for message preparation, monitoring and control of the variable message signs.
- 3 VMD software application (part of CSLMS) shall provide the normal operator to publish predefined sets of messages (textual as well image). The application shall have an option for supervisor (someone with appropriate authority) to bypass the control during certain situations and to write in free-text mode.
- 4 VMD software (part of CSLMS) application shall allow an operator to seamlessly toggle between multiple VMS points at each workstation in order to send specific messages to specific locations, as well as sending common message to all VMDs.
- 5 VMD software (part of CSLMS) application shall accommodate different access rights to various control unit functionalities depending on operator status and as agreed with the NMSCDCL. Software should be GUI based, and capable to handle multiple VMDs. NMSCDCL should be able to select desired location in GIS map and this should enable user to see the live status of that specific VMD.

5.6.2. Technical Requirements

| Sr. | Specifications | Minimum Requirements |
|-----|------------------------------|--|
| 1 | Location | As per attached Annexure |
| 2 | Colour | True Colour |
| 3 | Brightness & Legibility | To be read even in broad daylight without any shade The displayed image shall not appear to flicker to the normal human eye >6000 cd/m2 |
| 4 | Luminance Class | L-3 as per EN 12966 |
| 5 | Contrast Ratio | R2-R3 as per EN 12966 |
| 6 | Beam Width | B6+ : Viewing angle shall ensure message readability for citizens, motorists, pedestrians, etc. on the respective locations |
| 7 | Display capability | Fully programmable, full colour, full matrix, LED displays Alpha-numeric, Pictorials, Graphical & video |
| 8 | Display Language | To support both pictograms and bilingual (English and Devanagari) text |
| 9 | Display Front Panel | It shall utilize a front face that is smooth, flat, scratch-resistant, wipe-clean, 100% anti-glare |
| 10 | Message Creation | Through both a Central Control Room Application and a local Laptop/Device loaded with relevant software |
| 11 | Language | Multilingual (Marathi/English/Hindi) and all fonts supported by windows |
| 12 | Auto Dimming | Auto dimming adjusts to ambient light level. |
| 13 | In built Sensor | Photoelectric sensor |
| 14 | Storage capacity | Minimum 60 GB |
| 15 | Display Area | Display size of VMD should be 2.88 x 1.92 meters |
| 16 | Number of Lines & Characters | The number of lines and characters can be customized as per the requirement (Min 3 Lines & 10 Characters) |
| 17 | Brightness & contrast | Controlled through software |
| 18 | Display Driving method | Direct current control driving circuit. Driver card of display applies Direct Current Technology |
| 19 | Display Style | Steady, flash, partial flash, right entry, left entry, top entry, bottom entry, canter spread, blank, and dimming |
| 20 | Connectivity | IP Based/GSM Based |
| 21 | Access Control | Access control mechanism would be also required to establish so that the usage is regulated. |
| 22 | Integration | Interface with GPRS or Ethernet Integration with Command and Communications Center and service providers for offering G2C and B2C services |
| 23 | Construction | Mounting structure shall use minimum 6 Mtrs. high hexagonal/octagonal MS Pole or suitable structure with 5.5 mtr. Minimum vertical clearance under the VMS sign from the Road surface. |

| Sr. | Specifications | Minimum Requirements |
|-----|----------------------|---|
| 24 | Battery | 230VAC+ 15%, 50Hz, Single Phase (automatically re-start in the event of an electricity supply failure) Batteries with solar charging options can also be recommended as back up |
| 25 | Power | Automatic on/off operation |
| 26 | Casing | Weather-proof Display for VMS IP-66 rated for housing all control equipment |
| 27 | Operating conditions | 0° to 55°C |
| 28 | Message Validity | If the controller is unable to connect to the server for the next message, it shall not display the old message, which has passed its expiry time. Instead it shall be programmed to display a default message. |
| 29 | Pitch | To be determined |

5.7. Environmental Sensors

NMSCDCL envisages installation of Environmental sensors on some of pole for monitoring various parameters that have environmental impact on the city such as temperature, humidity, rainfall and pollutants.

5.7.1. Overview

Environmental parameters, specifically air and noise pollution, are a major concern for the citizens and administrators of any city. As NMSCDCL aspires to be an environmentally sustainable smart city, integrated environmental monitoring stations comprising of various sensors shall be implemented in Nashik. The objectives of the system include:

- Integrated ambient air and noise pollution monitoring stations comprising of various environmental sensors for monitoring and trending of various ambient air and noise parameters;
- Tracking of environment with respect to these parameters and adjusting any framework for the city;
- Environmental sensors shall be integrated with SCOC for central monitoring and analysis;
- Environmental sensor parameters shall be available through City Connect portal and Mobile app and Applications for citizens as part of 'open data' initiative and to create citizen awareness.

5.7.2. Business Requirements

- Environment monitoring shall be done for tracking that the pollution and noise levels are within the acceptable limits.
- Display of parameters to citizens to create awareness and support 'open data' initiatives
- Establish frameworks for regulating these parameters in terms of any supporting initiatives for maintaining acceptable levels.
- CSLMS at SCOC, city connect application and website in an integrated manner.

5.7.3. Functional Requirements

- The following sensors are proposed:
 - Flood Sensor
 - Carbon Monoxide (CO) sensor
 - Ozone (O3) sensor
 - Nitrogen Dioxide (NO2) sensor
 - Sulphur Dioxide (SO2) sensor
 - Carbon Dioxide (CO2) sensor
 - Particulate/SPM Profile (PM10, PM2.5, and TSP) sensor

- Temperature sensor
- Relative Humidity sensor
- Rainfall Sensor
- Noise Sensor
- SCOC shall have an integrated module which shall monitor overall environmental parameters from the sensors installed across the city.
- Environmental sensor shall be ruggedized enough to be deployed in open air areas such as streets and parks.
- Mounting arrangement of the environmental sensor need to be specified by the CONCESSIONAIRE.
- Variable Message Display Boards (VMDs) installed at identified strategic location shall be used to display environmental parameters along with other promotional messages.
- The software should display real time and historical data in chart and table views for dashboard.
- Software shall display trends of environmental parameters based on specific time periods (configurable).
- Alerts shall be generated for events where the environmental parameters breaches the safe or normal levels.

5.7.4. Technical Requirements

A. Carbon Monoxide (CO) Sensor

- CO sensor shall measure the carbon monoxide in ambient air.
- Range of CO sensor shall be between 0 to 1000 PPM.
- Resolution of CO sensor shall be 0.01 PPM or better.
- Lower detectable limit of CO sensor shall be 0.040 PPM or better.
- Precision of CO sensor shall be less than 3% of reading or better.
- Linearity of CO sensor shall be less than 1% of full scale or better.
- Response time of CO sensor shall be less than 60 seconds.
- Operating temperature of CO sensor shall be 0°C to 60°C.
- Operating pressure of CO sensor shall be $\pm 10\%$.

B. Ozone (O3) Sensor

- O3 Sensor shall measure the ozone in ambient air.
- O3 Sensor shall have a range of at least 0-1000 PPB.
- Resolution of O3 sensor shall be 10 PPB or better
- Lower detectable limit of O3 sensor shall be 0.001 PPB or better.
- Precision of O3 sensor shall be less than 3% of reading or better.
- Linearity of O3 sensor shall be less than 1% of full scale.
- Response time of O3 sensor shall be less than 60 seconds.
- Operating temperature of O3 sensor shall be 0°C to 60°C.
- Operating pressure of O3 sensor shall be $\pm 10\%$.

C. Nitrogen Dioxide (NO2) Sensor

- NO2 Sensor shall measure the Nitrogen Dioxide in ambient air.
- NO2 Sensor shall have a range of at least 0-10 PPM.
- Resolution of NO2 sensor shall be 0.001 PPM or better.
- Lower detectable limit of NO2 sensor shall be 0.001 PPM or better.
- Precision of NO2 sensor shall be less than 3% of reading or better.
- Linearity of NO2 sensor shall be less than 1% of full scale.
- Response time of NO2 sensor shall be less than 60 seconds.
- Operating temperature of NO2 sensor shall be 0°C to 60°C.
- Operating pressure of NO2 sensor shall be $\pm 10\%$.

D. Sulphur Dioxide (SO2) Sensor

- SO2 Sensor shall measure the Sulphur dioxide in ambient air.
- SO2 Sensor shall have a range of at least 0-20 PPM.
- Resolution of SO2 sensor shall be 0.001 PPM or better.
- Lower detectable limit of SO2 sensor shall be 0.009 PPM or better.
- Precision of SO2 sensor shall be less than 3% of reading or better.
- Linearity of SO2 sensor shall be less than 1% of full scale.
- Response time of SO2 sensor shall be less than 60 seconds.
- Operating temperature of SO2 sensor shall be 0°C to 60°C.
- Operating pressure of SO2 sensor shall be $\pm 10\%$.

E. Carbon Dioxide (CO2) Sensor

- CO2 Sensor shall measure the carbon dioxide in ambient air.
- CO2 Sensor shall have a range of at least 0-5000 PPM.
- Resolution of CO2 sensor shall be 1 PPM or better.
- Lower detectable limit of CO2 sensor shall be 10 PPM or better.
- Precision of CO2 sensor shall be less than 3% of reading or better.
- Linearity of CO2 sensor shall be less than 2% of full scale.
- Response time of CO2 sensor shall be less than 60 seconds.
- Operating temperature of CO2 sensor shall be 0°C to 60°C.
- Operating pressure of CO2 sensor shall be $\pm 10\%$.

F. Particulate Profile Sensor

- Particulate profile sensor shall provide simultaneous and continuous measurement of PM10, PM2.5, SPM and TSP (measurement of nuisance dust) in ambient air.
- Range of PM2.5 shall be 0 to 230 micro gms / cu.m or better
- Range of PM10 shall be 0 to 450 micro gms / cu.m or better.
- Lower detectable limit of particulate profile sensor shall be less than or equal to 1 $\mu\text{g}/\text{m}^3$.
- Accuracy of particulate profile sensor shall be $\leq \pm (5 \mu\text{g}/\text{m}^3 + 15\% \text{ of reading})$.
- Flow rate shall be 1.0 LPM or better.
- Operating temperature of the sensor shall be 0°C to 60°C.
- Operating pressure of the sensor shall be $\pm 10\%$.

G. Temperature Sensor

- Temperature sensor shall have the capability to display temperature in °Celsius.
- Temperature range shall be -10° to +100°C.
- Sensor accuracy shall be $\pm 0.3^{\circ}\text{C}$ ($\pm 0.5^{\circ}\text{F}$) or better.
- Update interval shall be 10 to 12 seconds.

H. Relative Humidity Sensor

- Range of relative humidity sensor shall be 1 to 100% RH.
- Resolution and units of relative humidity sensor shall be 1% or better.
- Accuracy of the sensor shall be $\pm 2\%$ or better.
- Update interval shall be less than 60 seconds.
- Drift shall be less than 0.25% per year.

I. Rainfall Sensor

- Rainfall sensor shall have the capability of displaying level of rainfall in inches and millimeter.
- Daily Rainfall range shall be 0 to 99.99" (0 to 999.8 mm).
- Monthly/yearly/total rainfall range shall be 0 to 199" (0 to 6553 mm).
- Accuracy for rain rates shall be up to 4"/hr (100 mm/hr) or $\pm 4\%$ of total.
- Update interval shall be less than 60 seconds.
- 0.02" or (0.5mm) of rainfall shall be considered as a storm event with 24 hours without further accumulation shall end the storm event.

J. Noise Sensors

- Noise sensor shall detect the intensity of the ambient sound in a particular area.
- Noise Sensors shall be installed for the outdoor applications.
- Noise sensor shall be able to identify the areas of high sound intensity ranging from 30 dBA to 120 dBA.
- Noise sensor shall have resolution of 0.1 dBA.

K. Air Quality Monitoring Software

- Software shall display real-time and historical data in chart and table views.
- Software shall display trends of environmental parameters based on specified time periods.
- Software shall display and export sensor diagnostic information
- Administrator shall be able to manage access privileges for only authorized officials.
- Alerts shall be generated for events where the environmental parameters breaches the safe or normal levels.
- It shall be installed at the SCOC for the purposes of monitoring, display of information and control of the system.

5.7.5. General

- Except flood sensors, each environmental sensor shall be housed in modules and further integrated into one single enclosure to the extent possible.
- Data of all the environmental sensor shall be available on the same software interface.
- It shall be possible to remove or replace individual sensor modules without affecting the functioning of rest of the system.

5.7.6. Environmental Requirements

- Enclosure shall be rugged weather proof IP65 rated and shall house the power modules, thermal management system and user configured analyser modules as well.
- Environmental operating range shall be 0°C to +60°.

5.7.7. Electrical Requirements

- Power requirements of the system shall be 180-240 VAC, 50Hz.
- The CONCESSIONAIRE shall be responsible for any power conversions required for operations of this system.

5.7.8. Networking requirements

Environmental station and VMDs shall support communications by Ethernet (RJ45)/Wi-Fi/GPRS/LORA/Zig bee/RF media etc.

5.8. Public Address System

NMSCDCL envisages installation of Public Addressing System at strategic locations to provide clear announcements during public-addressing or dissemination of information to public and provide one-way voice communication during an emergency or mishap. The location of PAS shall be on the key junctions (mostly on the poles) and other strategic locations with large foot fall. However, the identified locations may possibly change and hence need to be confirmed before implementation.

5.8.1. Functional Requirements

- The Public Address System (PAS) should be capable of addressing citizens at specific locations from the SCOC.
- The proposed system shall contain an IP-based announcing control connected to the SCOC.
- Public Address System shall be used at intersections, public places, market places or those critical locations as identified by NMSCDCL to make important announcements for the public.
- It shall be able to broadcast messages across all PA systems or specific announcement could be made to a particular location supporting single zone/multi zone operations.
- The system shall contain an IP-based amplifier and uses PoE power that could drive the speakers. The system shall also contain the control software that could be used to control /monitor all the components of the system that includes Controller, Calling Station and keypad, Amplifier (Mixing and Booster).
- The CONCESSIONAIRE shall describe in detail the design, operational and physical requirements of the proposed public announcement system to demonstrate compliance with all the specified requirements of RFP.
- PA system's master controller should have function keys for selecting the single location, group of locations or all locations, simple operation on broadcasting to any terminal or separated zones.
- PA system's master controller should facilitate multiple MIC inputs and audio inputs.
- Software based control should facilitate demarcation of broadcast as per zones/areas/systems

5.8.2. Technical Requirements

- 24V DC output shall be available to supply power to external relays
- The maximum/rated output power of the internal booster shall be 150 W / 300 W
- The frequency response shall be 60 Hz – 18 kHz (+1/-3 dB, @ -10 dB ref. rated output.
- The distortion shall not exceed 1% at the rated output, 1 kHz.

- The operating temperature range shall be -10°C to +55°C. The storage temperature range shall be -40°C to +70°C.
- The system shall comply to the following standards:
 - EVAC compliance acc. to IEC 60849
 - EMC emission acc. to EN 55103-1
 - EMC immunity acc. to EN 55103-2
 - Safety acc. to EN 60065

5.8.3. System Requirements

- The system shall be able to deliver 75 dB at the listening level
- The reinforced sound shall be distributed evenly throughout the listening area; the total variation in each area shall not exceed ± 4 dB.
- An articulation loss of consonants of less than 15% shall be maintained.
- Each power amplifier with 30% spare capacity shall be provided to drive all loudspeakers during an emergency without overloading.
- All speaker lines shall be supervised for open circuit fault, short circuit fault, and short to ground fault. Upon detection, the status of the fault shall be indicated in the SCOC.

5.8.4. Power Amplifiers

Performance

- Frequency response 50 Hz – 20 kHz (+1/-3 dB, @ -10 dB ref. rated output)
- Distortion <1% @ rated output power, 1 kHz

Environmental conditions

- Operating temperature range -10 to +55 degree C
- Storage temperature range -40 to +70 degree C
- Relative humidity <95%

5.9. Emergency Call Box – Panic Button

The Emergency Call Box will enable instant direct connection to the required emergency agency – Police\Ambulance\Fire etc. – when required.

Below is a summary of Emergency Call Box points. Emergency call boxes placed in like crowded places like near to the college, bus stand shopping complex and religious places on the street lights. These boxes will be pole mounted with enclosures.

5.9.1. Solution Requirements

The primary goal of the Emergency Call box is to enable connectivity (audio / video) to emergency locations such as police, hospitals, fire department, etc.

Below are the functional requirements of this Emergency Call Box:

- 1 The emergency box (or panic button) will enable citizens to establish a two way audio (microphone and speaker) & camera (video camera and a video screen) communication link with Police (or / and with Authority's Disaster Management Cell or Command and Communications Center) through a press of a button.
- 2 Emergency/ Panic buttons to be strategically located, suitably sized and identified/clearly labeled for "Emergency".
- 3 The emergency feature must also be available within the mobile app which will enable the user to initiate a bidirectional audio call with Police /Command and Communications Center.
- 4 The unit shall preferably have a single button which when pressed, shall connect to Authority.
- 5 The box is expected to have Cast Iron or Steel Foundation sturdy body. IP-65 casing is expected for the housing.
- 6 The speaker and microphone is expected to be supported by VOIP Phone, Hands-free calling, Watertight and industrial grade equipment.
- 7 The CCTV Camera is expected to be IP based, Color camera with minimum D1 resolution, Day/Night mode operations.

5.9.2. Technical Requirements

| Sr. No. | Parameter | Minimum Specifications or better |
|---------|----------------------|--|
| 1 | Construction | Cast Iron/Steel Foundation, Sturdy Body for equipment |
| 2 | Call Button | Watertight Push Button, Visual Feedback for button press |
| 3 | Speaker & Microphone | VOIP Phone, Hands-free calling, Watertight and industrial |
| 4 | Connectivity | 3G/4G/Ethernet/Fibre as per solution offered |
| 5 | CCTV Camera | IP based, Color camera with minimum D1 resolution, Day/Night mode operations |
| 6 | Battery | Internal Battery with different charging options (Solar/Mains) |
| 7 | Power | Automatic on/off operation |
| 8 | Casing | IP-65 rated for housing |
| 9 | Operating Conditions | 0° to 50°C |
| 10 | Certification | UL/CE/EN |

5.10. Wi-Fi - Module

5.10.1. Objectives

- 1 The broad level objectives of the proposed Nashik City Wi-Fi project are as follows:
 - a. Revenue generation source for Concessionaire.
 - b. To provide easily accessible, cost effective yet highly available Internet connectivity to all residents / visitors of Nashik
 - c. Be yet another enabler to reduce the digital divide and easy accessibility to citizen-centric, interactive model of governance
 - d. To open up information channels for more citizen engagement and increased transparency
- 2 City Wi-Fi Internet access shall be free at the proposed Wi-Fi hotspots, which are going to be places of high footfalls, major traffic junctions, gardens and areas of key tourist attractions on the street pole.
- 3 Wi Fi shall be offered to residents / visitors with a maximum download limit of 50 MB per day per user or free for 30 minutes a day whichever is earlier, after which it will be available on a paid basis.
- 4 Offered solution shall allow wireless access through various kinds of devices such as smart phones, laptops, tablets, and desktops. All e-Governance applications by NMC, State Government and Central Government shall be excluded from this download / free time limit.

5.10.2. Functional Specifications

The broad scope towards this stream of work would include providing Internet Connectivity to public through Wi-Fi network at selected locations (herewith called as Wi Fi hotspots) within the city of Nashik. This includes Supply, Installation, Commissioning and Maintenance of software, hardware and networks components required for providing Wi-Fi in these areas. CONCESSIONAIRE shall be required to undertake following activities for the same:

- 1 Site survey to assess and confirm the exact requirement for each of the sites (in order to adhere to the QoS requirements)
- 2 Take necessary approvals from concerned authorities for the digging requirements or for any field level work
- 3 Supply of necessary hardware / software and their installation, configuration
- 4 Implementation of the Wi-Fi access portal, co-branded with NMSCDCL
- 5 Implementation of NOC, necessary tools to monitor and manage the entire system
- 6 Testing and commissioning of the Wi-Fi Network
- 7 Monitoring of the usage, comprehensive maintenance for the period of 10 years post successful Go Live, CONCESSIONAIRE shall maintain the sufficient spares to ensure 24 X 7 uptime.
- 8 Broad Features of the Wi-Fi Services
- 9 Provide secure, easy and metered Internet access to different devices through the Wi-Fi network.

- 10 Provide the web based portal for users to login/authenticate for the Wi-Fi Access. The Landing Web Page to be co-branded (between NMC/NMSCDCL & CONCESSIONAIRE).
- 11 Provisioning the access control and audit trail mechanism as per industry standard and security norms defined by various regulatory bodies.
- 12 Provide the web based management console to monitor and manage the Wi-Fi access.
- 13 Ensure adherence to the following QoS parameters
- 14 Bandwidth Commitment: Minimum 1 Mbps per user (1:1) within designated area
- 15 24*7*365 Wireless network availability
- 16 Seamless roaming facility within the Nashik City, across all Wi Fi hotspots
- 17 Users must be able to use same access details (login id/ username and password) even if he/she moves from one Wi Fi spot zone to another to provide unified experience of connectivity for the citizen.
- 18 Facility to define rule based access depending on usage, time duration, etc.
- 19 Facility to restrict access based on application, category, signature, etc. Facility to the designated Government agency / agencies to restrict the Wi-Fi access in case of certain circumstances.
- 20 Free Access for the first 30 minutes or 50 MB of download in a day (whichever is earlier) (or within max. 23 hours)
- 21 Seamless facility to extend the usage of Wi-Fi services (beyond free time) through multiple payment mechanisms within the network provided by the CONCESSIONAIRE
- 22 All e-Governance applications by NMC, State Government and Central Government (the list to be shared / updated by DIT) to be whitelisted on the network for free usage, through-out the day, unlimited use.
- 23 Provision of customizable reports for Wi-Fi Access Logs. Role Based Access Control to all management and reporting functions.
- 24 Facility to enable/disable specific user/system from Wi-Fi Access based on system MAC address.
- 25 Provide Customer Care Toll free number, E-mail ID for support
- 26 Standards, Policies and Other Compliances
- 27 CONCESSIONAIRE shall ensure a secure wireless connectivity and Internet access through user name and password or Mobile OTP based to all the subscribers with centralized authentication mechanism.
- 28 CONCESSIONAIRE shall ensure the uniqueness of usernames. Simultaneous multiple logons shall not be allowed.
- 29 Wireless access points shall be encrypted with cryptographic keys to ensure that only authorized and authenticated users can use the wireless service.
- 30 Proposed wireless network shall be secure and in compliance Indian Laws and DoT directives.
- 31 CONCESSIONAIRE shall maintain logs of the Internet users for prescribed period as per the DOT guidelines.
- 32 CONCESSIONAIRE shall suggest and help in deploying required policies at various levels to prevent any intrusion attack in the wireless network.
- 33 Physical security of the equipment and relevant accessories should be the sole responsibility of the Vendor.
- 34 CONCESSIONAIRE shall impose restrictions on access and download from malicious sites for City Wi-Fi users on the External Firewall. Such sites shall be as

- notified by TRAI/ regulatory agencies and also be notified to Successful Bidder from time to time by NMSCDCL.
- 35 NMSCDCL will only provide the space for locations. Any infrastructure, furnishings and hardware at each of the locations will be done by the CONCESSIONAIRE, as part of the proposed service.
- 36 No overhead cables will be allowed
- 37 Design Requirements
- 38 Hotspots should cover entire area of locations given in RFP document. CONCESSIONAIRE will be responsible for design and engineering of all the network components to meet coverage and capacity requirements of hotspots based on the parameters: Area of Wi-Fi hotspot, Peak load and Density of user devices/concurrent users/Connections required in the area. Successful bidder should test the entire location and ensure availability of the Wi-Fi services before declaring it ready for rollout to the client.
- 39 Based on the hotspots capacity requirements, CONCESSIONAIRE shall determine and provide number of Access points per Hotspot as per the: required Internet bandwidth (both per Hotspot and per user) and aggregated total bandwidth per hotspot. CONCESSIONAIRE can consider the contention ratio of 1:10 per user from day 1 of implementation of the project.
- 40 Successful Bidder must ensure appropriate bandwidth allocation for free and paid Wi-Fi users as well for carrying data for all the sub systems with built in scalability for enhanced usage needs as time goes within the contractual period. Within the contractual period, if Wi-Fi technology is changed, the newer technology to be provided by the CONCESSIONAIRE to ensure cutting edge solution to the end consumers.

5.10.3. Technical Specifications

Components to be provided and installed by the MSI should perform following functions for throughput and bandwidth requirements.

| Sr. No. | Parameter | Minimum Specifications or better |
|---------|--|---|
| 1 | Access Point | Wireless Controller to control and manage Wi-Fi Access Points |
| 2 | WLAN Controller | Field level PoE Switches to connect APs |
| 3 | Edge Level Switch | For Network & WLAN infrastructure Management |
| 4 | Wired & Wireless Network Management System | Connectivity from the Edge Level |
| 5 | Backbone Network | Wireless Controller to control and manage Wi-Fi Access Points |

Section: VI – Pre- Bid Meeting

6. Pre-Bid conference

- 1 Pre-Bid conference of the Concessionaires shall be convened at the designated date, time and place. A maximum of two representatives of each Concessionaire shall be allowed to participate on Production of authority letter from the Concessionaire. However, attendance is not mandatory.
- 2 The Concessionaires need to submit the pre-bid queries at least one working day before the scheduled Pre-bid meeting, in the following format as per the deadline mentioned in section 2.1 of the RFP.

| Sr. No. | RFP Document Reference (Section No.) | RFP Document Reference (Clause No.) | RFP Document Reference (Page No.) | Content of the RFP requiring clarification | Clarification Sought | Reason for Clarification/ Change |
|---------|--------------------------------------|-------------------------------------|-----------------------------------|--|----------------------|----------------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Note: Queries without proper reasoning may not be entertained. Reasons like 'company policy' and 'industry standard' may not be considered as proper reasons.

- 3 During the course of Pre-Bid conference(s), The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process

Section: VII – Service Level Agreements

7. Service Level Agreement

7.1. Implementation SLAs:

These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable. These SLAs will be applicable for commissioning of the project (up to GO-LIVE). For delay of every week in completion & submission of the deliverable mentioned in the proposal, the Concessionaire would be charged with penalty as follows:

| # | Duration | Penalty |
|---|----------|---|
| 1 | Per Week | 1% of the Performance Security (Maximum 10% of Performance Security permitted) |

In case, the Concessionaire reaches maximum of penalty at any point of time, NMC reserves the right to invoke the termination clause.

It is clarified that in case of encashment of performance bank guarantee on account of penalty, the Concessionaire shall provide a fresh Bank Guarantee for such encashed amount within 15 days of notice of encashment served by NMC to it so that the overall amount of Performance Bank Guarantee(s) shall remain for the original complete amount at all times.

7.2. Post-Implementation SLAs:

- 1 These SLAs shall be used to evaluate the performance of the services on weekly basis but penalties would be levied for cumulative performance for the quarter basis.
- 2 Penalty levied for non-performance as per SLA requirements shall be deducted through subsequent payments due from Corporation or through the Performance Bank Guarantee.
- 3 The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools. NMC will have the authority to audit through tools for accuracy and reliability.
- 4 The upper limit of penalty would be capped at 1% of the Performance Security for each quarter. In case the calculated penalty crosses 10% penalty of the Performance Security. NMC reserves the right to invoke the termination clause.

| # | Uptime SLA (Monthly) | Penalty Clause |
|---|----------------------|---|
| 1 | Uptime \geq 99.5% | No Deduction |
| 2 | Uptime $<$ 99.5% | (99.5%- Uptime %) of Quarterly Payment. For example if uptime of component is 95%, then penalty imposed will be 99.5%-95% i.e. 4.5% of Quarterly Payment. |

Note:

1. For LED luminaries:
 - a. Downtime means non-working/ non-availability of LED luminaries at all locations. Uptime shall be calculated as $[1 - (\text{no. of LED luminaries hours not available}) / (\text{Total no of LED luminaries} * \text{Half of the total hours in one quarter})]$. For ex, if 600 nos. of LED luminaries are deployed at various locations, and 20 LED luminaries do not work for 4 hours, the total non-working LED luminaries hours will be 20 and the uptime would be $\{1 - (20 * 4 / (600 * 90 * 12))\}$, 600 being the number of LED luminaries, for 90 days on 12 hours basis. This down time will be used for penalty calculations on quarterly basis. Actual downtime shall be obtained through CSLMS in minutes.
 - b. Downtime for single LED luminary at any location should not be greater than 72 hours. For every day beyond this, penalty of Rs.200/- per LED luminary per location would be applicable in addition to penalty specified as per downtime SLA as mentioned above.
2. For Smart Street Lights and other systems:
 - a. All devices have to be working and deliver the desired results. The no. of hours that the particular device/ equipment does not work will be treated as down time. Uptime shall be calculated as $[1 - (\text{no. of hours the unit was not working}) / (\text{Total no of units available} * \text{Total hours in one quarter})]$. For example, if 10 nos. of Smart LED are deployed at various locations, and 2 device/ units does not work for 5 Hrs., the total non-working device hours will be 10 unit hours, and the uptime would be $\{1 - 10 / (10 * 90 * 11)\}$, 10 being the number of units, for 90 days on 11 hours basis. This down time will be used for penalty calculations on quarterly basis. The penalties would be levied for every unit down time hour– be it for non-availability of network, theft, damage etc.
3. Other Penalties
 - a. It is expected that the Concessionaire should comply with all the Policy /Procedural / Regulatory Guidelines enforced by Government of India, Government of Maharashtra, and other statutory and related bodies, as amended from time to time. The Concessionaire should also safeguard the Application Security and Application Integrity. Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches. The penalties across various breaches could be categorized as follows (this includes but not limited to the following):
 - i. Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of NMC.
 - ii. Network & System Security Breach: Any instance of hacking, information / data compromise, unauthorized access to public Wi-Fi.
 - iii. Guidelines Breach: Non-compliance to guidelines shared by various government agencies such as complying with standards for website/mobile app development etc.
 - iv. For any of the breach for above-mentioned category, a penalty would be levied on the Concessionaire for every instance of

occurrence if not responded as per the timelines mentioned in the table below:

| Sr. No. | Type of Breach | Measurement (Unit) | Response Time (in unit) | Penalty on response w.r.t. delay /Unit |
|---------|---------------------------|--------------------|-------------------------|--|
| 1 | Information Security | Hours | 1 | 0.2% of the Quarterly payment |
| 2 | Network & System Security | Hours | 1 | 0.2% of the Quarterly payment |
| 3 | Guidelines | Days | 7 | 0.2% of the Quarterly payment |

- b. The response time refers to immediate remedial action taken and preventive measures updated by the Concessionaire on occurrence of the event. In case the breaches are not responded to in the time frame as specified, penalties would be levied as per the table above and failing to address the breach in desired timeline, recurring penalties would be levied w.r.t. to delay in units as mentioned. For example, in case of an Information Security Breach, the Concessionaire has to respond within one (1) hour of the event occurrence. If the Concessionaire responds in 02 hours 15 minutes, a penalty on pro-rata basis equivalent to (0.2% of first hour + 0.2% of Second Hour + 0.05% for 15 minutes) =0.45% would be imposed on the Concessionaire .
- c. In case of more than three (3) instances of breach within a single calendar year, NMC reserves the right to invoke the termination clause along with legal action for serious offence as decided by NMC.
- d. Guidelines Breach includes non-compliance to certain guidelines as set by various agencies like Ministry of Communications and Information Technology, Department of Science and Technology, or other statutory Authorities etc. In such cases, resolution of the issue is mandatory. The Concessionaire would be required to respond with the action plan / change request, as applicable, in order to resolve the guidelines breach within the specified response time.

| Performance Parameter | Particulars | Penalty for non-achievement |
|-----------------------------|--|-----------------------------|
| Complaint Resolution | The complaint needs to be solved within 48 hours of lodging of complaint | Rs.100/lamp/day |

| Performance Parameter | Particulars | Penalty for non-achievement |
|--|---|--|
| Addressing phase failure issue | The phase failure should be resolved within same day | Rs.500/phase/day Rs.500/visit if Authority staff is engaged for resolving phase issue |
| Hours of operation of street lights | As per normal operating hours | Increased bill amount +100% as a penalty on this increased bill if average hours of operation per annum is more than 11 hours/day without approval of Authority. |
| Guaranteed savings | Concessionaire has to maintain the minimum guaranteed savings | Rs. 50,000 per month for every 1% reduction in minimum guaranteed energy saving. |

4. Penalty for dimming below 70%

In case the Concessionaire is found to be making dimming below 70% for the fixtures. For the per fixture where dimming will be below 70% Concessionaire will be penalized Rs.100/- per fixtures.

5. Penalty for non-compliance with electrical safety related matters

In case the Concessionaire is found to be negligent in matters pertaining to electrical safety as per the requirement specified in Clause 4.10 of RFP, it shall be penalized by Authority to the extent of five times the value of actual damage caused to the street lighting infrastructure/other assets which will be ascertained by proper investigation to be undertaken by Authority.

In case the Concessionaire does not undertake electrical safety audit as per the requirement specified in Clause 4.10 of RFP, the Concessionaire shall be penalized by Authority to the extent of three times the cost of undertaking electrical safety audit as determined by Authority.

6. Penalties assessment

The Concessionaire will be required to submit, at start of every month, detailed CSLMS report capturing energy consumption at each CSLMS panel, hours of operation, details of events like phase failure, non-operational light points, etc. to Authority

Office of Authority or the third party consultant hired by Authority will conduct reconciliation of CSLMS report and DISCOM bills semi-annually and any discrepancies observed in the savings of CSLMS report would be adjusted in the subsequent invoice of the Concessionaire.

Section: VIII – Annexures

8. Annexures

8.1. Annexure I: Templates

1. The Concessionaire is expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.
2. Envelope A shall comprise following forms:
 - a. Form 1: Technical Proposal Covering Letter
 - b. Form 2: Details of Concessionaire
 - c. Form 3: Power of Attorney
 - d. Form 6: Declaration for opening of office in Nashik
 - e. Form 7: Declaration that the Concessionaire has not been blacklisted
 - f. Form 8: Technical Capacity of the Concessionaire
 - g. Form 9: Financial Capacity of the Concessionaire
 - h. Form 10: Joint Bidding Agreement
3. Envelope B: Annexure II: Compliance Forms
 - a. Form 4: Curriculum Vitae of Key Personnel
 - b. Form 5: Proposed Implementation Work plan
4. Envelope C: Annexure III: Financial Proposal Templates
5. Annexure IV: Draft Agreement
6. Annexure V: Format for Report
7. Annexure VI: Format of Bank Guarantee for Performance Security
8. Annexure VII: DRAFT ESCROW AGREEMENT
9. Annexure VII: Locations Identified for Initial Assessment for Computation of Minimum Guaranteed Advertisement Revenue via VMD
10. Annexure VII: Poles Identified for Initial Assessment for Computation of Minimum Guaranteed Advertisement Revenue

8.1.1. Form 1: Technical Proposal Covering Letter

Place:

Date:

To,
Commissioner
Rajiv Gandhi Bhavan,
Nashik Municipal Corporation,
Sharanpur Road,
Nashik-422001

Ref:

RFP No. _____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Bid Reference No:

Sub: Technical Proposal covering Letter

Dear Sir,

We, the undersigned, offer to provide the services for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis in accordance with your Request for Proposal dated [Insert Date]. Our attached Technical Proposal is based on our full understanding of scope of work, requirements, terms and conditions and we unequivocally accept the same and shall be binding as mentioned in the RFP.

We agree to undertake the project for a period of 10 Years 9 months including implementation phase of 9 months and 10 years of O&M in accordance with the terms of the Bidding Document.

Yours sincerely,

Signature:

Name:

Designation:

Address:

Date:

Company Seal:

8.1.2. Form 2: Details of Concessionaire

Concessionaire's Details

| Details | |
|--|--|
| Concessionaire Name: | |
| state of incorporation: | |
| Address of the corporate headquarters and its branch office(s), if any, in India: | |
| Date of incorporation and/ or commencement of business: | |
| Corporate Identity Number: | |

Brief description of the Concessionaire including details of its main lines of business and proposed role and responsibilities in this Project(s):

Details of individual(s) who will serve as the point of contact/ communication:

| Details | |
|-------------------------|--|
| Name | |
| Designation | |
| Company | |
| Address | |
| Telephone Number | |
| E-Mail Address: | |
| Fax Number: | |

Particulars of the Authorized Signatory of the Concessionaire:

| Details | |
|-------------------------|--|
| Name | |
| Designation | |
| Address | |
| Telephone Number | |
| E-Mail Address: | |
| Fax Number: | |

In case of a Consortium

The information above (1-4) should be provided for all the Members of the Consortium. Joint Bidding Agreement, should be attached to the Proposal.

Information regarding role of each Consortium Member should be provided as per table below:

| Sr. No. | Name of Consortium Member | Role of Consortium Member |
|----------------|----------------------------------|----------------------------------|
| | | |
| | | |
| | | |
| | | |

8.1.3. Form 3: Power of Attorney

8.1.3.1. Form 3A: Power of Attorney for signing of bid

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

Know all men by these presents, we (Name and address of the registered office of the Concessionaire as applicable) do hereby constitute, appoint and authorize Mr. /Ms. (name & residential address) who is presently employed with us and holding the position of..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to the RFPdated issued by Nashik Municipal Corporation (NMC), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which NMC may require us to submit.

The aforesaid Attorney is further authorized for making representations to NMC and providing information/ responses to NMC representing us in all matters before NMC and generally dealing with NMC in all matters in connection with Bid till the completion of the Bidding Process.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the TD.

Signed by the within named

..... (Insert the name of the executants company)

Through the hand of

Mr. / Ms.

Duly authorized by the Board to issue such Power of Attorney

Dated this **day of**

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executants)

(Name, designation and address of the executants)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

.....

(Signature)

Name.....

Designation

.....

(Signature)

Name.....

Designation

Notes:

- The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and the same should be under common seal of the executants affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executants(s) in this regard.
- Also, wherever required, the executants(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution/ power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executants(s).

8.1.3.2. Form 3B: Power of Attorney for Lead Member by other members of the Consortium

(On Non- Judicial Stamp paper of appropriate value to be purchased in the name of Consortium)

Know All Men By These Presents That We, the Members whose details are given hereunder..... have formed a Consortium and having our Registered Office(s)/ Head Office(s) at (Hereinafter called the 'Consortium' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s..... having its Registered/ Head Office at as our duly constituted lawful Attorney (hereinafter called "Lead Concessionaire") to exercise all or any of the powers for and on behalf of the CONSORTIUM to participate in Bid for _____, as per the scope of work stipulated therein for which Bids have been invited by the Nashik Municipal Corporation (NMC), to undertake the following acts:

- (i) To submit Bid, participate and correspond in respect of the aforesaid Bid on behalf of the "Consortium".
- (ii) To negotiate with NMC the terms and conditions for award of the contract pursuant to the aforesaid bid and to sign the contract with the NMC ("Contract") for and on behalf of the "CONSORTIUM".
- (iii) To do any other act or submit any document related to the above.
- (iv) To receive, accept and execute the Contract for and on behalf of the "Consortium".
- (v) To submit the performance security or additional performance security in the prescribed format and as per terms of the Contract.

It is clearly understood that the Lead Concessionaire shall ensure performance of the Contract and if either of the members fail to perform their respective portion of the Contract, the same shall be deemed to be a default by all the members.

It is expressly understood that this power of attorney shall remain valid, binding and irrevocable till completion of the Contract period i.e., _____ from the date of execution of the Contract.

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

In Witness Whereof, the members constituting the Consortium as aforesaid have executed these present on this day oftwo thousand eighteen.

For and on behalf of the member of the Consortium

1.....

2.....

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this power of attorney for the delegation of power hereunder on behalf of the executant(s).

8.1.4. Form 4: Curriculum Vitae of Key Personnel

The Concessionaire shall provide a team of professional comprising following Key Personnel, dedicated for the Project. :

| # | Key Personnel | Required Experience |
|---|---|---|
| 1 | Project Manager(1) | More than 10 years of experience in the energy/ street light management sector, and having worked for at least one street light network system project in a town or an area of the town covering street lights of 9,000, managing operation & maintenance and management of the project for at least 2 year |
| 2 | Site Engineer (3) | More than 3 years of experience in the energy/ street light management sector, and having worked for at least one street light network system project in a town or an area of the town covering street lights of 1,000, managing operation & maintenance and management of the project for at least 1 year |
| 3 | Call Centre Executive – Complaint Redressal (1) | More than 5 years of experience in the customer services for a utility projects. |

The Concessionaire shall provide curriculum vitae of these key personnel in the format provided below. Over and above these, adequate number of technicians, Street Light Workers and any other resources would be provided as approved by Independent Engineer.

Curriculum vitae (CV) format to be submitted with application for qualification

| | | | | | |
|----|---|-----------|-------|------|-------|
| 1 | Proposed Position | | | | |
| 2 | Name Of Staff | | | | |
| 3 | Date Of Birth | | | | |
| 4 | Nationality | | | | |
| 5 | Personal Address | | | | |
| 6 | Telephone No | | | | |
| 7 | Fax No | | | | |
| 8 | E-Mail Address | | | | |
| 9 | Educational Qualification | | | | |
| 10 | Other Training : | | | | |
| 11 | Languages And Degree Of Proficiency | Languages | Speak | Read | Write |
| | | | | | |
| | | | | | |
| 12 | Membership In Professional Associations | | | | |
| 13 | Professional Experience | | | | |
| 14 | Work Experience In The Relevant Field For The Project | | | | |

EMPLOYMENT RECORD: STARTING FROM THE MOST RECENT

| Period | Employing organization and title / position | Country | Summary of activities performed |
|--------|---|---------|---------------------------------|
| | | | |

DETAILED TASK ASSIGNED

| TASK | PROJECTS HANDLED |
|------|------------------|
| | |
| | |
| | |

Experience on relevant projects/assignments

| | |
|------------------------------|--|
| Name of Project: Year | |
| Month and Year (From and To) | |
| Location | |
| Client | |
| Main Project features | |
| Position held | |
| Activities performed | |

I, the undersigned, confirm that

1. To the best of my knowledge, this CV correctly describes myself, my qualifications, and my experience; and
2. I am not employed by the NMC

I understand that any willful misstatement in this CV may lead to my disqualification or dismissal, if engaged.

[Date]

(Name of Key Personnel)

Countersigned by-

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

(Name and seal of the Concessionaire)

8.1.5. Form 5: Proposed Implementation Work plan

| Sr. No. | Activity | Months* | | | | | | | | | | | | | |
|---------|----------|---------|---|---|---|---|---|---|---|---|--|--|--|--|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | | | | |
| 1 | | | | | | | | | | | | | | | |
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Indicate all main activities and drill down to sub-activities of the assignment, including delivery of reports and other benchmarks.

* -- Duration of activities shall be indicated in the form of a bar chart.

8.1.6. Form 6: Declaration for setting-up of office in Nashik, Maharashtra

Place:

Date:

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001

RFP No. _____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Bid Reference No:

Sub: Undertaking for setting up of an Office in Nashik/Maharashtra

Dear Sir,

We here by undertake that:

We shall set-up office in Nashik within 1(one) month in case we are declared successful in the bidding Process.

We have carefully read and understood the entire Bidding document. We do agree to all the terms and conditions mentioned in the Bidding Document.

Yours faithfully,

Signature:

Name:

Designation:

Address:

Date:

Company Seal

8.1.7. Form 7: Format for Declaration by the Concessionaire for not being blacklisted/Debarred

(In case of Consortium, to be provided by all the members of the Consortium)

(On the non-judicial stamp paper of appropriate value)

Place:

Date:

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

RFP No. _____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Subject: Declaration for not being debarred/ black-listed by Central/ any State Government department in India as on the date of submission of the Bid.

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed by any Central/State Government/ PSU entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on date of submission of the Bid.

In the event of any deviation from the factual information/ declaration, NMC reserves the right to reject the Bid or terminate the Contract without any compensation.

Thanking you.

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone &Fax:

E-mail id:

NMC

Document No. : MAH-NAS-060-RFP-01

Concessionaire

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8.1.8. Form 8: Technical Capacity of the Concessionaire

| # | Particulars | Details of the project |
|----|--|--|
| 1 | Name of the project | |
| 2 | Name of the project Corporation | |
| 3 | Entity claiming for the Technical Capacity – Concessionaire/ Associate | |
| 4 | If in case of Associate, then the relationship with the Concessionaire and details (Attach extra sheets, if necessary) | |
| 5 | Client name | |
| 6 | Period of the project construction and commencement | Construction period – from dd/mm/yyyy to dd/mm/yyyy Project commencement date – dd/mm/yyyy |
| 7 | Location | / |
| 8 | Project cost (Rs. crore) | |
| 9 | Project scope Role played by the Concessionaire / Associate | |
| 10 | Equity holding of the Concessionaire/ Associate in the project executing company/ consortium | |
| 11 | Certificate provided by the Concessionaire/ Associate | |

Instructions:

- 1 The Concessionaire is expected to provide information in a format provided above for a project, matching Qualification criteria as stipulated in Clause 2.4, of this RFP Document.
- 2 Certificates from the Concessionaire's statutory auditor or the client concerned must be furnished for the project. In jurisdictions, that do not have the statutory auditors, the auditors who audit the annual accounts of the Concessionaire should provide the requisite certification.
It may be noted that, in case of an absence of the proper certificate, as mentioned hereinabove, the information would be considered an inadequate and would lead to the exclusion of the project, in determining the Technical Capacity of the Concessionaire.

8.1.9. Form 9: Financial Capacity of the Concessionaire

(on CA letterhead)

Average Annual Turnover

Annual Net worth of the Firm for the last three financial years 2014-15, 2015-16, 2016-17 along with balance sheet for last three years.

| Sr. No. | FY | Turnover in INR Lakhs |
|---------|------------------|-----------------------|
| 1. | 2014-15 | |
| 2. | 2015-16 | |
| 3. | 2016-17 | |
| | Average Turnover | INR _____ Lakhs |

Average Net worth

Annual Net worth of the Firm for the last three financial years 2014-15, 2015-16, 2016-17 along with balance sheet for last three years.

| Sr. No. | FY | Net worth in INR Lakhs |
|---------|-------------------|------------------------|
| 1. | 2014-15 | |
| 2. | 2015-16 | |
| 3. | 2016-17 | |
| | Average Net worth | INR _____ Lakhs |

(Signature of Authorized Person with Seal)

(With Member ship Number)

Date:

Signature of Chartered Accountant

Date:

8.1.10. Form 10: Joint Bidding Agreement

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20... (The Jt. Bidding Agreement)

AMONGST

1. Limited, a company incorporated under the (Indian) Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the First Part which expression shall, unless repugnant to the context include its successors and permitted assigns);

And

2. Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the Second Part which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the Parties and each is individually referred to as a Party.

WHEREAS,

- A. The Nashik Municipal Corporation hereinafter referred to as NMC has invited Bids by its Request for Proposal Tender No. dated (the RFP) for Appointment of the Concessionaire for Implementation of NMC Street Light Project on DBFOMMT basis (the Project);
- B. The Parties are interested in jointly bidding for the Project as Consortium Members (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and
- C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the Consortium) for the purposes of jointly participating in the Bidding Process for the Project. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for the Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Preferred Concessionaire and awarded the Project, for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead Consortium Member of the Consortium and shall have the power of attorney from Second Part for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Effective Date under the Concession Agreement when all the obligations shall become effective;
- b. {Party of the Second Part shall be _____.}

5. Joint and Several Liability The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the Concession Agreement and for the performance of the Concessionaire's obligations under the Concession Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and NMC to enter into this Agreement;
- b. the execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favor of the person executing this Joint Bidding Agreement for the delegation of power and NMC to execute this Joint Bidding Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any applicable law presently in effect and having applicability to it;
 - iii. violate the memorandum of association and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- c. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Concession Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Selected Concessionaire, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

8. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the NMC.

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

SIGNED, SEALED AND DELIVERED
For and on behalf of

LEAD CONSORTIUM MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

SECOND PART
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

Notes:

1. *The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favor of the person executing this Agreement for the delegation of power and NMC to execute this Agreement on behalf of the Consortium Member.*

8.2. Annexure II: Compliance Forms

| Sr. No. | CSLMS Validation for 3-phase and single phase | Available | |
|---------|--|-----------|----|
| | | Yes | No |
| 1 | Access to monitoring and control screen developed for the live demonstration (User ID and Password). | | |
| 2 | Dashboard: Monitoring and central controlling screen shall have following screens/icons | | |
| | a. Display live status of the switching points | | |
| | b. Live readings of energy consumption details (meter packets) with current time stamps. | | |
| | c. Configure or reset the timings etc. | | |
| | d. Page/screen with GIS mapping | | |
| | e. Page/screen with power failure information | | |
| | f. Page/screen with lamp failure details | | |
| | g. Page/screen for reports | | |
| 3 | Operation Features | | |
| | a. GPRS /GSM | | |
| 4 | Timer Operation – Refer Test Methodology | | |
| | a. On/off operation of switching point | | |
| | b. Time setting operation – Set the RTC | | |
| | c. Scheduling the ON and OFF timings | | |
| | d. Check the real time or present status of the switching point. | | |
| | e. Reset the unit – Time | | |
| | f. Auto Recovery after power failure | | |
| 5 | Meter Operations | | |
| | a. Meter readings are reflected in the server | | |
| | b. Periodicity of Meter Packet should be configurable from server | | |
| | c. Meter Parameters - KWH, KVAH, V, Ah, Power Factor, Active power and Apparent Power | | |
| 6 | Reports Downloading | | |
| | a. Energy saving report - yearly, monthly, weekly or daily basis | | |
| | b. Error reports – No of lights off and Panel Door Opened with Timing etc. | | |
| | c. Power failure report etc. | | |
| 7 | Time Sync/Auto synchronization in case of time skip | | |
| 8 | Fault Detections in terms of failures for the followings with inclusive SMS alerts | | |
| | a. Number of lights in glowing and non- glowing | | |
| | b. High/low voltage | | |
| | c. Overload on the phases | | |
| | d. Theft alerts | | |
| | e. Group failure of lights | | |
| | f. No output supply | | |
| | g. Power Failure | | |

| 9 | CSLMS System Battery | | |
|---------|---|---------------------|--|
| | a. Battery performance in case of Power Failure | | |
| | b. Batter backup or UPS backup of 12 hrs. (Minimum) | | |
| | CSLMS System Hardware: | | |
| | a. System box with Corrosion-resistant metal enclosure with proper lock arrangement | | |
| | b. Energy Meter with ISI (Class 1.0 accuracy or better energy meter) | | |
| | c. Proper Earthing System | | |
| | d. IP 55 or 65 for complete CSLMS system | | |
| | e. Single Phase system - 5kVA | | |
| | f. Three Phase system – 10kVA | | |
| | g. Emergency on/off switch | | |
| Sr. No. | Specification | Compliance (Yes/No) | |
| 1 | Ability to control group based light on commands and policies | | |
| 2 | The smart light should be using technologies like 0-10V or DALI or any variant of these for providing controlling of LEDs | | |
| 3 | It is preferred that the smart light control nodes use industry standard RF technologies like Wi-Fi, 802.15.4, Zig Bee, Lora or GPRS as connectivity options | | |
| 4 | The system should support reading, monitoring of various electrical parameters like Voltage, Current, Power Consumption etc. at each light. | | |
| 5 | The system should have the ability to detect faults in individual lights and sent alerts and notifications to the management system | | |
| 6 | The system should have ability to control the ON/OFF operation of the Luminaire centrally. | | |
| 7 | The smart street lighting system should be able to operate at any weather Conditions | | |
| 8 | The smart street lighting system should preferably be communicating using WIFI technology. Other allowed technologies can be Zig Bee, Lora and IEEE 802.15.4/Ethernet/Wi-Fi/Fiber/GPRS/RF or equivalent networks. | | |
| 9 | The smart street lighting system should be able to communicate to the CSLMS hosted on the cloud (Preferably) | | |
| 10 | The smart street lighting system should have the capability to receive the instruction from the Lighting Operations Management software and act accordingly | | |
| 11 | The smart street lighting system should be able to operate the lights switch on/off, increase/decrease luminosity (Dimming) as | | |

| Sr. No. | Specification | Compliance (Yes/No) |
|---------|--|---------------------|
| | per the command received from the Lighting Operations Management software | |
| 12 | The Lighting Operations Management software should have the capability to apply policies to the smart lighting system. Example: set up policies like light up alternate lights during low traffic density, increase the luminosity of the lights as per the dullness of the day lights | |
| 13 | The city administration should be able to see the real time status of the Smart Lighting System on a city map view of the Lighting Operations Management software | |
| 14 | The city administration should be able to operate the Smart Lighting System manually too. | |
| 15 | The smart lighting system should be able to communicate the system issue or failure to the Lighting Operations Management software. | |
| 16 | The smart lighting system is preferably a combination of LED lights and sensors | |
| 17 | The individual lights are to be monitored by electronic controller using a long range radio frequency communication technology | |
| 18 | The controller should be able to operate autonomously as per the defined schedules and light level sensors | |
| 19 | Should enable Over the Air (OTA) firmware update | |
| 20 | The sensors on the smart street lighting system should be able for remote operating capabilities. | |
| 21 | The rule engine set up on the Lighting Operations Management software should run on the real time data and apply the policies automatically | |
| 22 | At any time, these policies can be overridden by human intervention with the system | |
| 23 | At any point in time, the map view should give the details of the status, luminosity of the lights in city map view | |
| 24 | The data transmitted by and received from the sensors should be encrypted and tamper proof end to end (from sensor to application) | |

| Sr. No. | Specification | Compliance (Yes/No) |
|----------------|--|----------------------------|
| 25 | The sensor firmware should be upgradable from the central location. | |
| 26 | The system should allow to automatically or manually assign a GPS location to each sensor for placing on a GIS map. | |
| 27 | THE Lighting Operations Management software should be able to send commands to the smart street lighting system based on the data analytics to increase/decrease the luminosity as per the Day light and weather conditions. | |

8.3. Annexure III: Financial Proposal Template

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

RFP No. _____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Subject: Financial Proposal

Dear Sir,

We hereby offer to Implementation, Operation and Maintenance of Smart LED Street Lights in Nashik at locations mentioned in this RFP for 10 Years 9 months of period mentioned in the RFP, as per terms and conditions as described in this RFP.

Table- 1

| S no. | Particulars | Bid Quote |
|-------|--|--------------|
| A | Guaranteed Monthly Energy Savings with maintaining required Lux level as per table no. 1 in %. <i>Minimum Quote of 60% (In percentage)</i> | A |
| B | Nashik Municipal Corporation (NMC) share out of the overall Monthly savings in % <i>(In percentage) (Minimum Quote of 10%)</i> | B |
| C | Minimum Monthly Energy Savings to NMC ($\#A*B*Unit\ Rate*Baseline\ Consumption$) in INR | C |
| D | Guaranteed Monthly Revenue assessed to be generated from Advertisement on either on street poles or on median between poles and VMD (tentative location proposed) (inclusive of all taxes(GST etc.) at prevailing rates) in INR | D |
| E | Nashik Municipal Corporation (NMC) share in percentage out of the overall revenue generated from the advertisements on either on street poles or on median between poles and VMD (tentative location proposed) in % <i>(In Percentage) (Minimum Quote of 20%) (Minimum share to NMC shall be Rs. 83 Lakhs)</i> | E |
| F | Minimum Monthly Revenue Sharing for the Duration of the project to NMC ($D*E$) in INR | F |
| G | Final Bid Price For evaluation Only ($C+F$) in INR | G=C+F |
| | | |
| | Note | |

| | | |
|--|--|--|
| | Evaluation criteria will be solely on Highest Bid Parameter (G) | |
| | Details of Energy saving from individual pillar will be amicably decided as follows. 1) Actual energy consumption reading (pillar wise) will be taken before & after replacement of LED Fitting for consecutive 3 days considering more than 98% street lights working, with third party certification. 2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then NMC sharing will be considered on higher saving percentage. 3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee) 4) Quoted rates by the bidder shall be inclusive of all other taxes duties etc. GST will be calculated at prevailing rate. 5) Bidder has to prove by demonstration to NMC officials guaranteed energy savings with LUX levels mentioned in RFP Guidelines without any dimming, without any Change in NMC infrastructure failing with bidder would be disqualified" 6) If actual Monthly Revenue from advertisement is found above than committed Guaranteed Monthly Revenue, then NMC sharing will be considered on higher saving monthly revenue. | |

Buyback Offer for existing Sodium Light Fixtures mounted on pole.

| Sr. No. | Type of Sodium Light Fixtures | Quantity (A) | Unit Amount (Rs.) (B) (inclusive of all taxes) | Total Amount (Rs.) (inclusive of all taxes) $C = A * B$ |
|--------------|-------------------------------|--------------|--|--|
| 1 | 70 w | 28056 | | |
| 2 | 150 w | 28731 | | |
| 3 | 250 w | 8841 | | |
| 4 | 400 w | 1817 | | |
| 5 | T5 96W | 8010 | | |
| Total | | | | |

Buyback Offer for existing LED Light Fixtures mounted on pole.

| Sr. No. | Type of Sodium Light Fixtures | Quantity (A) | Unit Amount (Rs.) (B) (inclusive of all taxes) | Total Amount (Rs.) (inclusive of all taxes) |
|---------|-------------------------------|--------------|--|---|
| | | | | |

| | | | | |
|--------------|-------|------|--|-------------|
| | | | | $C = A * B$ |
| 1 | 45 w | 9181 | | |
| 2 | 60 w | 3122 | | |
| 3 | 90 w | 2676 | | |
| 4 | 120 w | 580 | | |
| Total | | | | |

Note: Buy back offer will not be considered for the financial evaluation of Concessionaires. However, it is compulsory for the Concessionaires to quote the buy-back amount.

Capex Cost of Smart LED Light Fixtures and Annual O&M cost per fixture with warranty period.

| Sr. No. | Type of Smart LED Light Fixtures | Cost per fixture (In Rs.) (inclusive of all taxes) | Annual Operation and maintenance Cost (in Rs.) (inclusive of all taxes) | Warranty Period per fixture |
|---------|----------------------------------|--|---|-----------------------------|
| 1 | 45 w \pm 5% | | | |
| 2 | 60 w \pm 5% | | | |
| 3 | 90 w \pm 5% | | | |
| 4 | 120 w \pm 5% | | | |
| 5 | 210 w \pm 5% | | | |

Note: Capex and O&M per fixture offer will not be considered for the financial evaluation of Concessionaires. However, it is compulsory for the Concessionaires to quote the Capex and O&M per fixture amount. This offer will be for installation smart LED after the implementation of 91014 Fixtures, if NMC required more Smart LED for installation.

Yours faithfully,

Authorized Signatory

Name & Designation :

Date :

NMC

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Seal :

Business Address:

8.4. Annexure IV: Draft Agreement

This energy savings performance contract (hereinafter called the Concession Agreement) is made on the ____ day of _____, 20__ at _____ by and amongst:

1 Nashik Municipal Corporation, having its headquarters at _____ through its _____, hereinafter referred to as **NMC**;

And

2 _____, a company registered under Companies act 1956/2013, having its registered office at _____, herein after referred to as the **Concessionaire**

NMC, NMC and the Concessionaire are hereinafter referred to individually as a Party and collectively as the Parties.

WHEREAS:

- a. Nashik Municipal Corporation (NMC) operates the street lighting infrastructure in the city of Nashik and wishes to enter into a Concession Agreement with the Concessionaire. The Concessionaire will undertake the work of replacement of existing street lights in the Pan City area of Nashik City, with energy efficient smart LED street lights, installation of control systems along with operation & maintenance for a Concession Agreement period of 10 Years 9 months (the Project) including installation period of 9 months (extendable by 3 months with prescribed penalty clause) and remaining for O&M and energy savings payment from the Effective Date.
- b. The Project area comprises of total of 91014 luminaires in place being operated by 1574 switching points/ feeder panels.
- c. The Concessionaire submitted a bid in response to the request for proposal issued by NMC. The concessionaire has also given Live Demonstration of LED lamps & proposed CSLMS system which has met the technical specifications.
- d. NMC has invited the Concessionaire to enter into this Concession Agreement.
- e. The following documents shall be deemed to form and be read and construed as part of this Concession Agreement.
- f.
 - a. Conditions of Contract
 - b. Scope of Services
 - c. Technical Specifications of the Project
 - d. Baseline energy consumption
 - e. Format for weekly reporting of fixture replacement
 - f. Service Level Agreement
 - g. Letter of Award and
 - h. Results of Live Demonstration

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Concession Agreement to be executed on INR ____ stamp paper by their duly authorized representatives on ____ day of _____, 20__.

| | |
|---|--|
| For and on behalf of the Nashik Municipal Corporation | |
| Name: _____ | |
| Designation: <u>Commissioner</u> | |
| In the presence of | |
| Witness Sign: Name: Address: | |

| | |
|---|--|
| For and on behalf of the Concessionaire | |
| Name: _____ | |
| Designation: _____ | |
| In the presence of | |
| Witness Sign: Name: Address: | |

NOW THEREFORE, the Parties agree as follows:

1. Definitions and interpretations

In this Concession Agreement (including the recitals and schedules), the following words and expressions have the following meanings:

Authority - Municipal Commissioner, acting on behalf of Nashik Municipal Corporation (NMC)

Commissioning Certificate will be issued by NMC against the installation, verification and testing of all the proposed street light technologies and infrastructure along with CSLMS panels.

Consent - means any permit, approval, authorization, agreement, no objection certificate, waiver or license which is required to be obtained by the Concessionaire in order to perform the Services.

Concession Agreement – this energy saving performance contract entered into between NMC and the Concessionaire on the date hereof, including the recitals and schedules, as may be amended from time to time by the Parties.

Concession Agreement Officer – An officer who has been dully authorized on behalf of NMC

Concessionaire –The Selected Concessionaire who is responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project.

Concessionaire Representative - the person appointed by the Concessionaire to represent the Concessionaire and communicate with **Nodal Officer**.

Corrupt Act – the act of promising, giving, receiving, or agreeing to receive money or some other item of value with a corrupt aim, or perceived aim, of influencing a public official in the discharge of his official duties; and acts giving rise to criminal liability under Indian Laws

Day- Day means a calendar day

Delay Liquidated Damages - means an amount per week of delay calculated in accordance with Section VII of the RFP in the event the Services are not completed in accordance with the Timeline.

Effective Date – the date on which this Concession Agreement and all of its schedules are signed by the duly empowered representatives of all the Parties.

Energy Baseline - has the meaning given in clause 4.9 of RFP.

Energy Conservation Measures (ECSLMS) – the installation of new equipment, modification or alteration of the Existing Lighting Infrastructure by the Concessionaire at the Concessionaire's cost, in the city of Nashik, or revised operation and maintenance procedures to reduce energy and maintenance costs by improving efficiency of use.

Energy Savings - Energy savings is a reduction of energy consumption or electrical demand resulting from the Concessionaire's ECSLMS taking into considerations quality of power supply.

Engineer In charge – Nominated authorized person of NMC.

Existing Lighting Infrastructure - all NMC owned street lighting equipment and apparatuses, including, but not limited to, poles, cables, wires, lighting fixtures, fittings, ballasts, lamps, tubes, switching devices and timers within the Project Area.

Force Majeure Event - has the meaning given in clause 29 of this agreement.

Laws – all current or future applicable Indian laws, administrative regulations, local regulations, regulations on the exercise of autonomy, special regulations, rules, judicial interpretations and other regulatory documents with legal binding force or any compulsory requirement.

Lender – any agency/ person providing financing to the Concessionaire in relation to this Project.

NMC

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Nodal Officer: Authorized representative representing the Office of Authority.

Operation and Maintenance (O&M) – all the activities required for operation and maintenance of the street lighting fixtures handed over to the Concessionaire within the Project Area including, but not limited to, those required for meeting the lighting standards specified in this Concession Agreement.

Performance security – has described in Clause 31 of this agreement.

Project – has the described given in the Recitals.

Project Area – has the described given in the Recitals.

Services – the services to be performed by the Concessionaire pursuant to this Concession Agreement and described in Section IV of the RFP.

Term – the period starting on the Commencement Date and ending on the eighth (8th) anniversary of the Commencement Date, as may be extended in accordance with section 4 of RFP, or on the Termination Date, whichever is earlier?

Year- means the financial year beginning on the 1st day of April and ending on the 31st day of following March.

2. Interpretations

In this Concession Agreement, unless the context otherwise requires,

- a) the words "include" and "including" are to be construed without limitation;
- b) Energy Efficiency and EE will be used interchangeably in the document hereafter.
- c) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- d) the Schedules to this Concession Agreement form an integral part of this Concession Agreement as though they were expressly set out in the body of this Concession Agreement;
- e) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as executed, amended, varied, supplemented, modified or suspended at the time of such reference;
- f) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Concession Agreement from or by any Party shall be valid and effectual only if it is in writing under the

hands of duly authorized representative of such Party in this behalf and not otherwise;

- g) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
- h) "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;
- i) The documents forming part of this Concession Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Concession Agreement, the priority of the following documents shall, in the event of any conflict between them, be in the order set out hereunder:
 - this Concession Agreement
 - all other documents forming part of this Concession Agreement
- j) The tables of contents and any headings or sub-headings in this Concession Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Concession Agreement.

3. Concession Agreement Documents

This Concession Agreement is the entire agreement between the Parties, and no alterations, changes or additions thereto shall be made, except in writing approved by the Parties.

4. Term and commencement

4.1. Effective Date and Term

This Concession Agreement comes into effect on the Effective Date and expires on the eight (8th) anniversary of the Effective Date (the "Term"), unless terminated earlier pursuant to Clause 34 of this agreement or extended in accordance with clause 4.3 of this agreement.

4.2. Conditions Precedent

The Parties shall ensure that the following conditions are met as soon as possible following the Effective Date:

- a. The Concessionaire has paid a fee in Indian Rupees equivalent to INR (Rupees Only) as an earnest money deposit (submitted at the time of RFP stage). The same shall be returned to Authority within 15 (fifteen) days of receipt of performance Security (of _____ %of the Contract Amount) from the Concessionaire.
- b. NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills within 1 month of the signing of Energy Savings and Performance Contract (ESPC)
- c. NMC shall provide the Concessionaire with an authorization letter granting the Concessionaire the access to the Existing Lighting Facilities/infrastructure.

4.3. Extension of Term

NMC on receiving request from the Concessionaire may at its discretion, permit extension of time for execution of the Concession Agreement. The Concession Agreement Period would be 10 Years 9 months including implementation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment. After the end date of Concession Agreement, the Concessionaire will not be eligible for any payment except the pending payment of contract duration.

5. Services

5.1. Scope of Services

Without prejudice to any other provision of this Concession Agreement, the Concessionaire shall carry out the Services set out in Section 4 of RFP within the Project Area and undertake the other obligations to be performed by the Concessionaire as further described in this Concession Agreement from the Commencement Date and until the end of the Term.

5.2. Extension of the Scope of Services

In view of the continuous development of the city, the Concessionaire may be asked to install additional street lights and CSLMS panels and connect the same to overall CSLMS system. In case of such additions after commissioning of the project, Concessionaire need to provide fixture capex and cost for O&M per year wattage wise as per asked in the financial format.

Undertakings

The Concessionaire undertakes the following:

- a) The provision of the Services shall not contravene any Law of the Country and shall comply with all Laws;

- b) The Concessionaire shall perform and complete the Services in a professional, timely, safe and environmentally responsible manner and comply with the safety, health and security regulations in force in India and the State of Maharashtra;
- c) The Concessionaire shall use appropriate, advanced and proven technology, software and information systems; and
- d) The Concessionaire shall carry out its obligations under this Concession Agreement in a manner which is consistent with Indian standards, international best practices, methods, techniques, skills, diligence and prudence which are generally expected from a Concessionaire with similar obligations.

6. NMC's Responsibilities

6.1. Access

NMC shall be responsible for providing the Concessionaire with, free of charge, on and from the Effective Date, access to all the information and data with regards to, the Existing Lighting Infrastructure and all land in the Project Area whose access is required for the performance of Services and in respect of which NMC has control. Access to the Existing Lighting Infrastructure and the land within the Project Area shall confer on the Concessionaire a right to only use the Existing Lighting Infrastructure and the land necessary to enable the Concessionaire to carry out the Services.

The Concessionaire will be provided with a small place in each zone with basic infrastructure where the Concessionaire will make available a person with amenities like computer, printer, phone, complaint register, etc. during working shift timings to register complaints regarding street lighting. These complaint handling centers will be connected to NMC's existing Complaint Management System and such centers should become fully operational within 30 days of allocation of such space by Authority.

If NMC removes any particular pole or fixture after commissioning, the Concessionaire shall be entitled for the Energy Savings Fee that would have arisen out of the energy savings pertaining for such fixture for the remaining life of the Project. If access to any particular pole or fixture is not provided by NMC to the Concessionaire during O&M phase; the Concessionaire shall be entitled to the Energy Savings Fee for the fixtures that would have arisen out of the energy savings pertaining to such fixtures for the amount of time when access was not provided.

6.2. Assistance to Concessionaire

If requested by the Concessionaire, NMC shall facilitate the Concessionaire in a timely and expeditious manner with the following:

- a. Obtaining all the consents necessary for the Services (excluding the qualifications that the Concessionaire should already possess) such as construction permits, permits for temporary suspension of water, power or traffic, etc.
- b. Protecting underground pipelines, buildings and structures (including historic relics) and trees located on or close to the Project Area
- c. Consulting with the Concessionaire if any construction or installation project implemented by NMC or other local public entity in the city of Nashik may have direct or indirect impact on the Concessionaire
- d. Obtaining MSEDCL's full cooperation during the Term of the Concession Agreement.

However, the Concessionaire has to arrange all the machineries and equipment required for the implementation of the project at its own expense. Also the Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.

6.3 Lux level measurements

At random during project operation, NMC official shall ask Concessionaire to demonstrate the lux level of operating LED fixture to check compliance with the data recorded during live demonstration. Under such case, Concessionaire will have to install the LED fixture at the site of live demonstration and verify the lux level. If, during such test it is found that lux level has fallen below the minimum required average lux level and uniformity ratio, Concessionaire at its own cost will have to replace all the LED fixtures with similar wattage as per the direction of Engineer In charge. Also, the average lux level and uniformity ratio measured, for the existing street light fixture, during the live demonstration will be binding throughout the project term.

6.4 Operation and maintenance

NMC shall be responsible for the O&M of all the identified switching points and street lighting fixtures until the same are handed over to the Concessionaire.

The Concessionaire's Responsibilities

7.1. Energy Baseline Determination

NMC has provided a snapshot of energy consumption baseline conditions of street lighting under its jurisdiction in clause 4.9 of the RFP. Assuming 100% of the street lights are in operation and the average operating hours of the street lights is 11 hours/ day.

The baseline defined in clause 4.9 of the RFP is for existing condition of street lighting system in Nashik. However, actual baseline during the installation period (i.e. from the start of project to complete installation) may vary by $\pm 15\%$ in terms of number of light points as well as electricity consumption. The Concessionaire may be asked by NMC to install/ uninstall light points during the time of implementation and subsequently, the baseline will be modified on the completion of installation of LED lights. This modified baseline will be considered for assessment of energy savings throughout the concession period for verifying the actual saving.

The Concessionaire, immediately from the Commencement Date, shall undertake field survey of street lighting systems to identify the fixtures for replacement. The Concessionaire has to perform this task in parallel to other activities and no additional time will be provided for this activity.

7.2. Services

The Concessionaire shall execute the services to be provided in accordance with scope of work.

7.3. Timeline for implementation of the project

The Services to be performed by the Concessionaire has been classified into two tasks. The Concessionaire has to adhere to the stipulated timelines as mentioned hereunder:

Task 1: Replacement of existing luminaires (within municipal boundary of Nashik Municipal Corporation) with LED luminaires (including LED lamp, driver and Luminaire) and installation of (CSLMS) – This activity shall be completed within 9(nine) months from the date of signing of this Concession Agreement.

Task 2: Undertake comprehensive operation and maintenance of street lighting network – This activity shall commence from the date of issue of satisfactory Installation, Testing and Commissioning certificate of all LED Street lights from Engineer-in-charge (i.e. only after complete installation in any particular zone) and shall continue for 10(ten) consecutive years from the effective date of signing of this agreement.

7.4. Extension of Implementation Timeline

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Notwithstanding the clause 4.3, if the Concessionaire does not have access to part or the whole of the Existing Lighting Infrastructure for any reason, including, but not limited, to a Force Majeure Event (as defined in clause 29 of this agreement) for any period of time during the Term, then the Concessionaire shall be excused from the performance or punctual performance of its obligations under this Concession Agreement for such period of time when the Concessionaire does not have access to all the Existing Lighting Infrastructure in the Project Area. Also, the timeline shall be extended for an equal period of time during which the Concessionaire didn't have access to all the existing Lighting Infrastructure.

8. Asset Ownership

8.1. Existing lighting fixtures

NMC shall at all times during the Concession Agreement period remain the owner of the land and the existing lighting infrastructure under its jurisdiction.

The Concessionaire will not be held liable for lighting infrastructure existing prior to the date of commissioning of LED luminaires and CSLMS panels or arising from any event or circumstance that occurred prior to the date of commissioning.

The Concessionaire shall ensure the proper recording of the dismantled conventional fixtures, as per format attached at Annexure IV, to office of Authority at least on weekly basis.

8.2. Newly installed equipment and systems

The Concessionaire shall remain the owner of the LED luminaires and CSLMS panels installed by it during the term. The Concessionaire shall undertake all the procurement of equipment and services necessary for the Project. This LED luminaires and CSLMS panels installed by Authority under this contract shall be free of any lien and should have paid all applicable taxes. At the end of the Term, the Concessionaire shall submit to Authority a list of all the equipment, fittings or other items that were replaced during the Terms.

The essence of this Concession Agreement is to keep all the street lights 'ON' and as such any nonfunctioning of street light fixtures/feeder panels/poles will be adversely reflected on the performance of the Concessionaire. Hence it will be in the interest of the Concessionaire to identify & attend to the faults & keep the lights 'ON' in a safe manner. The Concessionaire should employ only qualified and experienced personnel & use proper instruments, take adequate precautions, use good quality material, have proper supervision and maintain proper complaint management and public relations.

The Concessionaire should monitor the electrical load on each phase and each circuit in the panel & also maintain load balance equally on all the phases. He should never allow any circuit to be overloaded.

The material used for the work shall be new & of best quality available and work should be carried out with best workmanship. The material used and works carried out shall conform to the relevant Electricity Act 2003 as amended and rules of Bureau of Indian standards.

At the expiry of the Term/termination of the concession agreement, all rights and titles to, and interests in, all improvements and equipment constructed or systems installed shall be vested in NMC, free and clear of all and any liens and encumbrances created or caused by the Concessionaire. The Concessionaire shall surrender possession of the LED luminaires and CSLMS panels, along with CSLMS bill of material, to NMC.

10. Termination

10.1. Termination events

This Concession Agreement shall terminate:

- a) due to a Force Majeure Event in accordance with clause 29;
- b) due to a NMC/ Event of Default in accordance with clause 11 and
- c) due to a Concessionaire Event of Default in accordance with clause 12;

11. NMC Event of Default

The following events, provided that they are not caused by a Concessionaire Event of Default or a Force Majeure Event and are not cured within sixty (60) days following the issuance of a notice from the Concessionaire, shall constitute a "NMC Event of Default" and the Concessionaire shall be entitled to terminate this Concession Agreement:

- a) NMC fails to deposit monthly electricity bill or any other payment in the Escrow Account, for more than 1 months from its collection;

12. Concessionaire Event of Default

The following events, provided that they are not caused by a NMC or Authority Event of Default or a Force Majeure Event and are not cured within sixty (60) days or within specified timelines, following the issuance of a notice from NMC, shall constitute a "Concessionaire Event of Default" and Authority shall be entitled to terminate this Concession Agreement:

- a) The Concessionaire made any representation or warranty that was incorrect when made in the bid or during the Concession Period;
- b) Liquidation or insolvency of the Concessionaire;
- c) Transferring the Services in violation of this Concession Agreement;
- d) The Concessionaire has been convicted of a fraud and corrupt practices ;

- e) The Concessionaire is in material breach of any of its obligations under this Concession Agreement;
- f) NMC or Authority determines that the Concessionaire has, directly or indirectly, engaged in corrupt practices, fraudulent practices, coercive practices, undesirable practices or restrictive practices during the bidding process for this Project; and
- g) The Concessionaire's failure to pay the Delay Liquidated Damages as per Section VII of the RFP.

Notwithstanding the above provisions, failure by the Concessionaire to issue monthly reports, daily reports and annual electrical safety energy audit report in accordance with clause 29 of this Concessionaire agreement shall automatically constitute a Concessionaire Event of Default without having to wait for the end of the sixty (60) days cure period.

13. Termination Procedure

13.1 Termination of this Concession Agreement by Authority

Authority may terminate this Concession Agreement by giving a termination notice to the Concessionaire if a Concessionaire Event of Default has occurred and continued for more than sixty (60) days or within specified timelines after Authority notified the Concessionaire of such Concessionaire Event of Default.

13.2 Termination of this Concession Agreement by Concessionaire

The Concessionaire may terminate this Concession Agreement by giving a termination notice to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days after Authority has received a notice from the Concessionaire mentioning the Authority Event of Default and requesting Authority to remedy such Authority Event of Default.

14. Termination Payments

14.1 In Case of Force Majeure Event

Post the Force Majeure Event, the parties will have two options:

(a) Continuation of the Contract: After a Force Majeure event, both parties may mutually agree for continuation of the Contract. The Concessionaire shall have the right to two remedies under this option. 1) Recovery of costs of damaged assets through insurance claim, and, 2) equal sharing of costs of restoration of damaged assets between the Authority and the Concessionaire as duly certified by a reputed auditor appointed by the Authority. No additional compensation may be payable by the Authority on any account including loss of income.

(b) Termination of the Contract: After a Force Majeure event, both parties may mutually agree for termination of the Contract. Both parties shall have the right to a remedy under this option. 1) Equal sharing of the recovery of costs of damaged assets through insurance claim, and, 2) payment of 50% of the Book value of the surviving assets by the Authority to the Concessionaire as duly certified by a reputed auditor appointed by the Authority. The Concessionaire agrees and undertakes to transfer the title and ownership of the assets including the equipment constructed or systems installed up to the Termination Date, utilized by it for provisioning of Services under this Agreement within a period of 30 days. No additional compensation may be payable by the Authority on any account including loss of income.

14.2 In case of Concessionaire Event of Default

If transfer of Assets happens before the expiry of term due to a Concessionaire Event of Default, then no payment will be made to Concessionaire and all the equipment constructed or systems installed by Concessionaire up to the Termination Date will be forfeited.

14.3 In case of NMC's Event of Default

(a) If transfer of Assets happens before the expiry of term due to a NMC Event of Default, the Authority shall pay the Concessionaire 100 percent of the book value in relation to such assets including the equipment constructed or systems installed up to the Termination Date, as duly certified by a reputed auditor appointed by the Authority.

15. Transfer

Minimum six (6) months before the end of the Authorisation Period, the Parties shall discuss whether this Concession Agreement shall be renewed or not. If the Parties decide not to renew the Concession Agreement, then all the then Existing Lighting Infrastructure as may have been upgraded and maintained by the Concessionaire shall be transferred to NMC free of charge on the day immediately following the end of the Term.

During the Exit Management Period, the Concessionaire will transfer all the assets in normal working condition and as per the specifications of the clause 34 of this Concession agreement including the ones being upgraded.

The Concessionaire, if not already done, shall transfer all the right to use software licenses under the name of NMC during the Exit Management Period. The Concessionaire shall also transfer all the relevant Software Passwords, User Names and Keys. If such a transfer of Assets happens before the expiry of term, Parties shall mutually discuss and agree on the Assets together with the termination and transfer assistance fee.

The Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the Agreement.

For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, NMC is entitled to provide notice in writing on the Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

16. Employees and training

NMC shall remain the principal employer of the Nashik Municipal Corporation employees working for the street lighting department. Such employees may or may not, at the Concessionaire's sole discretion, be seconded to the Concessionaire for a specific duration and under terms and conditions to be agreed upon between the Parties. The Concessionaire has no obligation to employ directly or indirectly any municipal employees.

The Concessionaire will organize training program at NMC office wherein the Concessionaire will train the employees of NMC on any day within one month of the date of commissioning and on any day within last quarter of end of Concession Agreement period on the operation, maintenance and repair of the equipment and systems installed by the Concessionaire

The Concessionaire's personnel, representatives or other members of the Consortium shall be under the complete control of the Concessionaire and shall not be deemed to be employees of NMC in any case.

17. Delay liquidated damages

Where the Concessionaire fails to complete the Services within the Timeline provided under clause 7.3 and 7.4 of this agreement, Authority shall be entitled to apply Delay Liquidated Damages as follows:

18. Limitation of Liability

Neither NMC nor the Concessionaire shall be liable to the other under this Concession Agreement for any loss of profit, loss of revenue or any other indirect or consequential damages that may be suffered by the other Party unless otherwise specified in this Concession Agreement.

Unless this Concession Agreement provides otherwise, no approval, expression of satisfaction, comment, review, payment or certificate whatsoever made or given (or any failure to make or give the same) by NMC/Authority its employees under this Concession Agreement, shall relieve the Concessionaire of any of its obligations, risks or liabilities under this Concession Agreement.

19. Third party claims

19.1 Indemnification

The Concessionaire shall indemnify and hold NMC and Authority and its employees harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, that arise in connection with the execution of the Services due to the negligence or willful misconduct of the Concessionaire, any Sub Concessionaire or their employees, in respect of the following:

- a) the death or injury of any person;
- b) loss or damage to any property, real or personal; and
- c) Third party losses and claims.

19.2. Handling of Claims

If any proceedings are brought or any claim is made against NMC or Authority in relation to the performance of the Services by the Concessionaire, or any of its employees, NMC or Authority shall promptly notify the Concessionaire and set out full particulars of the claim. The Concessionaire shall conduct such proceedings or claims and any negotiations for the settlement of any such proceedings or claims at its own expense and on behalf of NMC or Authority and with Authority's assistance.

20. Settlement of disputes

20.1 Consultation

Both Parties must agree that in the event any dispute, controversy or claim arising between the Parties out of, under or in connection with this Concession Agreement, or in the interpretation of any of its provisions, including any question regarding its existence, validity or termination, the Parties shall meet promptly on the request of either Party in an effort to resolve such dispute, controversy or claim through consultation in an amicable manner. If a settlement is not reached then the matter shall be referred to NMC, Nashik for seeking their advice. Pursuant to this clause within thirty (30) days of the said request, the Parties shall refer their dispute to Arbitration.

20.2 Arbitration

Any dispute or difference whatsoever arising between the Parties to this Contract arising out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by the Authority ("NMC"). The provisions of the Arbitration and Conciliation Act, 1996 as amended will be applicable and the Award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Nashik Municipal Corporation, Nashik, India. The language of the Arbitration proceedings and that of all documents and communications

between the Parties shall be in English. All Arbitration Awards shall be in writing and shall state the reasons for the award.

21. Taxes and duties

Concessionaires shall not be paid any extra amount due to increase in any type of Government Taxes including excise duty during implementation of Concession Agreement. Any variations in taxes shall be borne by the Concessionaire. The provisions of this Article shall survive the termination or expiry of this Concession Agreement.

Advertisement Tax to be paid to NMC as applicable.

22. Confidentiality

The Parties shall treat as confidential the existence and contents of this Concession Agreement (including its Schedules), all the information and documents obtained in relation to this Concession Agreement, the Services, as well as all other aspects of the Project contemplated under this Concession Agreement. The duration of the confidentiality obligation shall last for two (2) years following the end of the Term.

The above clause shall not apply in following cases:

- a) Information already published or otherwise publicly available;
- b) Information already obtained by one Party in a manner which does not breach a confidentiality obligation;
- c) Information obtained from a third party in a manner which does not breach a confidentiality obligation;
- d) Information required to be disclosed in accordance with Indian Laws; and
- e) Information disclosed for the purpose of the performance by either Party of its obligations under this Concession Agreement.

23. Notice

23.1 Notice

Any notice under this Concession Agreement shall be in writing and in English, and shall be delivered in person or sent by registered post, fax or email to the following addresses: For Authority _____

For Concessionaire _____

23.2 Change of Information

Should either Party need to change its contact information, it shall inform the other Party in writing fifteen (15) days in advance. The change takes effect immediately upon receipt of such notice by the other Party.

24. Insurance

The Concessionaire shall at all times, as may be applicable, obtain, maintain and renew those insurance covers required in relation to people, equipment, systems as well as third party damages in accordance with applicable laws. In particular, the Concessionaire shall maintain an insurance coverage against the risk of damage by fire or otherwise of Concessionaire-owned and installed equipment and systems until the title to the equipment and systems passes on to the Authority upon expiry of the Term.

The goods supplied under the Concession Agreement shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, completion of installation and commissioning. For delivery of goods at site, the insurance shall be obtained by the Concessionaire, for an amount not less than the price of the goods from "warehouse to warehouse" (final destinations) on "all risks" basis including war risks, strikes and Force Majeure Events.

25. Representations and warranties

25.1 The Concessionaire's Representations and Warranties

The Concessionaire represents and warrants to NMC that:

- a) The Concessionaire is an independent company duly incorporated, validly existing and of good standing under Indian Laws;
- b) The Concessionaire is financially solvent, is able to pay its debts as they mature, and has sufficient capital and resources to complete its obligations under this Concession Agreement;
- c) The Concessionaire is not a party to any legal, administrative, arbitral, investigation or other proceedings or controversy, pending or (to the best of the Concessionaire's knowledge) threatened, that would adversely affect its ability to perform its rights and obligations under this Concession Agreement;
- d) Without NMC's or Authority's written permission, the Concessionaire shall not engage in any related activities in the city of Nashik that may impinge upon this Project, other than the Services;
- e) The execution and performance of this Concession Agreement will not result in a breach or violation of, or constitute a default under, any agreement to which the Concessionaire is a party; and
- f) The execution and performance of this Concession Agreement has been duly authorized, and this Concession Agreement has been duly executed by the signatories and constitutes a legal valid and binding obligation.

25.2 Authority's Representations and Warranties

Authority represents and warrants to the Concessionaire that:

- a) Authority has the power and authority to enter into and perform its obligations under this Concession Agreement;
- b) The execution of this Concession Agreement will not result in a breach or violation of or constitute a default under any agreement to which it is a party.

26. Representatives

26.1. Authority's representative

Authority may from time to time replace its Representative by notifying the Concessionaire (to be effective upon receipt by the Concessionaire).

The Authority Representative shall have full authority and power to represent and act for Authority at all times during the Term. All notices, instructions, orders, certificates, approvals and all other communications under this Concession Agreement shall be given by, and to, the Authority Representative unless Authority notifies the Concessionaire otherwise.

26.2 The Concessionaire's Representative

The Concessionaire Representative shall have full authority and power to represent and act on behalf of the Concessionaire at all times during the Term, including for sending or receiving notices, instructions, information and all other communication in relation to this Concession Agreement.

The Concessionaire shall not revoke the appointment of the Concessionaire Representative without notifying Authority of the new Concessionaire Representative.

27. Governing Law and Language

27.2 Governing Law

This Concession Agreement is governed by and construed in accordance with the Laws of India and the State of Maharashtra.

27.3 Language

This Concession Agreement is written in the English language. All communications and information provided should be in writing and in the English language only.

28. Force Majeure

A "Force Majeure Event" shall mean any event or combination of events occurring inside or directly involving the city of Nashik that is beyond the reasonable control of Authority or the Concessionaire, as the case may be, occurring or subsisting after the Effective Date and which (or the effects of which) is unavoidable, notwithstanding the reasonable care of the Party affected, including, in the case of the Concessionaire, any Sub

Concessionaire, and, in the case of the Concessionaire only, such event(s) could not have been foreseen by an experienced Concessionaire, or to the extent that the event(s) could have been foreseen by an experienced Concessionaire, such Concessionaire could not have reasonably mitigated against the effects of such events. Such Force Majeure Events include, but are not limited to:

- a) War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
- b) Rebellion, sabotage, act of terrorism, revolution, insurrection, civil war or epidemic (excluding vandalism);
- c) Lightning, earthquake, flood, hurricane, typhoon, tornado or volcanic activity.

Such events cannot be caused or contributed to by an act or omission of the Party relying on it or persons for whom that Party is responsible.

If either Party is prevented, hindered or delayed from performing any of its obligations under this Concession Agreement by a Force Majeure Event, then it shall notify the other Party in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under this Concession Agreement for so long as the relevant Force Majeure Event continues and to the extent that such Party's performance is prevented, hindered or delayed.

The Party or Parties affected by the Force Majeure Event shall use reasonable efforts to mitigate the effects thereof upon its/their performance of this Concession Agreement and to fulfil its/their obligations under this Concession Agreement, but without prejudice to either Party's right to terminate this Concession Agreement.

No delay or non-performance by either Party caused by the occurrence of any Force Majeure Event shall:

- a) constitute a breach under this Concession Agreement;
- b) extend the Term; or
- c) Give rise to any claim for damages or additional cost or expenses occasioned thereby.

If the performance of the Services is substantially prevented, hindered or delayed for more than one hundred and twenty (120) consecutive days on account of one or more Force Majeure Events during the Term, either Party may terminate this Concession Agreement by giving a notice to the other. If this Concession Agreement is terminated pursuant to this clause, NMC shall pay to the Concessionaire the part of the Energy

Savings Fee payable for the Energy Savings performed prior to the Termination Date and the part of the O&M Fee payable for the operation and maintenance services performed prior to the Termination Date. The Concessionaire shall not be entitled to any further compensation.

Notwithstanding this clause, Force Majeure Events shall not apply to any NMC's or Authority's obligation to make payments to the Concessionaire hereunder.

29. Material Adverse Government Action

A "Material Adverse Government Action" ("MAGA") shall mean any act or omission, after the Effective Date, by NMC or Authority or any other public entity, which has a Material Adverse Effect.

A MAGA shall include the following circumstances:

- a) Any imposition or change of Law that is directly targeted at the Project and/or projects similar to the Project and/or that is discriminatory against the Concessionaire.
- b) Any imposition or change of Law of an environmental or technical nature which would have the effect of making the Laws more stringent than the Law in force at the Effective Date
- c) Expropriation or compulsory acquisition, or seizure of the Existing Lighting Infrastructure by a public entity with respect to substantially the same subject matter
- d) Any material breach by Authority of its obligations, including, but not limited to, failure to supply electricity within the whole or part of the Project
- e) Any regulator's decision having the effect of decreasing the Concessionaire's remuneration under this Concession Agreement.

Within 30 days of notice to Authority of a MAGA, Authority shall procure the remedy of the MAGA in question. Should Authority fail to procure a remedy prior to the expiry of 30 day period, the Parties shall discuss the issue in an attempt to reach a mutually satisfactory solution that restores the Concessionaire to the position it would have been in had such MAGA not occurred (including compensation for costs and loss of profits). If the Parties fail to reach an agreement on a satisfactory solution, the Concessionaire shall have the right to terminate this Concession Agreement.

The Concessionaire shall not be excused for performing its obligations under this Concession Agreement upon the occurrence of a MAGA, unless the Material Adverse Effect caused the Concessionaire to fail to perform its obligations.

30. Performance Security

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30.1. Performance Security

The Concessionaire shall deliver to NMC a duly executed performance bond in the form of bank guarantee in the format set out in Form 7 issued by a Nationalized/ scheduled commercial Bank having a branch at Nashik city, of an amount e Rs. 7,50,00,000/- ("Performance Bank Guarantee"), from the date of receipt of the order valid for a period of 10 Years 9 months and 03 months of lodgment period. The Performance Bank Guarantee shall be returned to the Concessionaire immediately after the expiry of the Term.

Authority shall invoke Performance Security in case the Concessionaire fails to discharge their Concession Agreement obligations during the period or Authority incurs any loss due to Concessionaire's negligence in carrying out the project implementation as per the agreed terms & conditions.

The Performance Bank Guarantee shall secure the proper and timely performance of the Concessionaire's obligations as from the Commencement Date until the end of the Term, including the payment of Delay Liquidated Damages pursuant to clause 15. In case the performance Bank Guarantee is partly encashed on account of Liquidated Damages, the Concessionaire shall provide a fresh Bank Guarantee for such encashed amount within 15 days of notice of encashment served by NMC to it so that the overall amount of Performance Bank Guarantee(s) shall remain for the original complete amount at all times. In case the Concessionaire doesn't maintain the required PBG amount then same shall be recovered from his share (energy saving and advertisement revenue) from escrow account.

All fees, taxes, costs and expenses associated with procuring, preparing, completing and stamping (if applicable) the Performance Bank Guarantee shall be the responsibility of and paid by the Concessionaire.

30.2 Notice

Authority shall, prior to making any demand under the Performance Bank Guarantee, send a written notice to the Concessionaire mentioning the existence of a Concessionaire Event of Default and providing a cure period of fifteen (15) days. If the Concessionaire does not remedy its Concessionaire Event of Default within these fifteen (15) days, then Authority shall be entitled to call part or full, as relevant, of the Performance Bank Guarantee.

30.3 Replacement

Where the Performance Bank Guarantee is subject, pursuant to its terms, to a fixed expiry date, the Concessionaire shall, not less than fifteen (15) days prior to such expiry date, amend or replace the Performance Bank Guarantee, as the case may be, with a duly executed amended or replacement guarantee. Any replacement Performance

Security must be issued for at least one (1) year by any Scheduled Bank having a branch at Nashik city, and should be on identical terms as original Guarantee issued. If the Concessionaire fails to provide an amended or replacement Performance Bank Guarantee as required, Authority may issue a demand under the Performance Bank Guarantee for the full amount available and shall be entitled to hold such amount as security for the performance of the Concessionaire's obligations under this Concession Agreement until a replacement Performance Bank Guarantee is provided (whereupon such amounts shall be returned to the Concessionaire without any obligation to account for interest).

If the Concessionaire is unable to provide new Performance Bank Guarantee for a period of more than a month from its expiry date, the Authority has the right to terminate the Concession Agreement.

31. Reporting

During the Term, the Concessionaire shall provide monthly reports to Authority with a separate copy to NMC about the following matters:

- a) Energy saving report including CSLMS data
- b) Operation and maintenance services;
- c) Load reduction
- d) Update on the assets;
- e) Any other relevant as said by NMC or Authority.

If the Concessionaire does not issue monthly reports within ten (10) days of the end of the relevant month for any three (3) consecutive months or there is major false information in more than three (3) reports during the Term of the Concession Agreement, this breach shall constitute a Concessionaire Event of Default.

32. Miscellaneous

32.1 Assignment

Neither NMC or Authority nor the Concessionaire shall without the expressed written consent of the other Party assign or charge to any third party this Concession Agreement or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

32.2 Entire Agreement

This Concession Agreement constitutes the entire agreement between the Parties, and no alterations, changes or additions thereto shall be made, except in writing and approved by both Parties. This Concession Agreement supersedes all communication, negotiations and agreements (whether written or oral) between the Parties made prior to the Effective Date with respect to the Services.

32.3 Amendments

Any amendment, addition or variation to this Concession Agreement shall be valid and binding only if in writing and only if signed by the authorized representatives of both Parties.

32.4 Severability

Should any provisions in this Concession Agreement be invalid, illegal or unenforceable or be held invalid, illegal or unenforceable by any competent tribunal or court, the remaining provisions of this Concession Agreement shall remain valid and enforceable.

32.5 No Partnership

This Concession Agreement does not constitute a joint operation or partnership in the legal sense between the Parties. The Concessionaire is a service provider to Authority.

33. Exit Management

33.1 Purpose

- i. This clause sets out the provisions which shall apply on expiry or termination of the "Contract Agreement" on account of material breach by Concessionaire. In the case of termination of the Contract Agreement due to any illegal activity performed by the selected Concessionaire during/ as part of the activities related to the project, or due to material breach by the Concessionaire of Contract, Client shall have the right to, at its sole discretion, apply this clause.
- ii. The Parties shall ensure that their respective associated entities, in case of the Client or its nominated agencies and any nominated agencies in case of the selected Concessionaire, carry out their respective obligations set out in this Exit Management Clause.

33.2 Transfer of Assets

This clause is valid till the date of expiry or notice of termination of the Agreement after which the assets have to be transferred to Client.

- During this period, the Concessionaire will transfer all the assets in normal working condition and as per the specifications of the bidding document including the ones being upgraded to the Client.
- The Concessionaire, if not already done, shall transfer all the right to use software licenses under the name of Client during the Exit Management Period. The Concessionaire shall also transfer all the relevant Software Passwords, User Names and Keys. If such a transfer of Assets happens before the expiry of Work Contract

Period, Parties shall mutually discuss and agree on the Assets together with the termination and transfer assistance fee.

- The Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the Agreement.
- For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, Client is entitled to provide notice in writing on the selected Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

Upon service of a notice as mentioned in point above, the following provisions shall apply:

- All risk in and title to the Assets to be transferred to Client on the last day of the exit management period. All expenses incurred during transfer of assets shall be borne by the Successful Concessionaire.
- That on the expiry of this clause, the Successful Concessionaire and any individual assigned for the performance of the services under this clause must hand over all Confidential Information and all other related materials in its possession, including all the software and hardware supplied by selected Concessionaire under this clause to the department.
- As Concessionaire is supposed to provide comprehensive maintenance of all the hardware/Software as detailed in RFP during the concession period, Concessionaire must ensure that all the items are in working condition with support of OEM related to repair/replacement/availability of spare parts for at least 03 years at the time of exit.
- From the first day of last month of the concession period, testing phase of overall system installed by the Concessionaire will be started in phases so that all the equipment are proved to be in working conditions and handed over to NMC on the last date of the concession period and before issuing completion certificate and PBG.

33.3 Cooperation and Provision of Information

During the exit management period:

- a) The Concessionaire shall permit Client or its nominated agencies access to information reasonably required to classify the current mode of operation related with the provision of the services to enable it to assess the existing services being delivered.

- b) In the event of there being a termination owing to material breach by Concessionaire, on quick request by Client or its nominated agencies, the selected Concessionaire shall provide access to and copies of all information held or controlled by it which it has prepared or maintained in accordance with the Concession Agreement. The Project Implementation, the Operation and Management SLA and SoW (Scope of Work) relating to any material aspect of the services (whether provided by the selected Concessionaire). Client or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected Concessionaire shall permit Client or its nominated agencies and/or any entity nominated by Client to have reasonable access to it employees and facilities as reasonably required to understand the methods of delivery of the services employed by the selected Concessionaire and to support appropriate knowledge transfer.

33.4 Confidential Information, Security and Data

- The selected Concessionaire shall be quick on the commencement of the exit management period and supply to Client the following:
 - o Information relating to the present services provided and customer satisfaction surveys.
 - o Documentation pertaining to Project related data and confidential information.
 - o All current and updated data as is needed for purposes of the Client or its nominated agencies for transitioning the services either to Client or the entity nominated by Client.
 - o All other information (including but not limited to documents, records and agreements) relating to the services reasonably compulsory to enable Client or its nominated agencies, or to the entity nominated by Client to carry out due diligence in order to transition the provision of the Services to the Client or its nominated agencies, or to any entity nominated by Client (as the case may be).

Before the exit management period expire, the selected Concessionaire shall deliver to Client or its nominated agencies all new or up-dated materials from the categories set out in point (i) above and shall not keep any copies thereof, except that the selected Concessionaire shall be permitted to keep one copy of such materials for archival purposes only.

- Before the exit management period expire, unless otherwise provided under the Concessionaire Agreement, Client or its nominated agencies shall deliver to the selected Concessionaire all forms of selected Concessionaire confidential Data

which is in the possession or control of Client or its nominated agencies or during the exit management period In any time, the selected Concessionaire shall, subject to applicable laws, restraints and regulations(including in particular those relating to privacy) provide to Client or its nominated agencies a list of all employees (with job titles) of the selected Concessionaire dedicated to providing the services at the beginning of the exit management period; its users.

33.5 Employees

- Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Concessionaire to the department or its nominees, or an entity nominated by Client applies to any or all of the employees of the Concessionaire, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- To the extent that any Transfer Regulation does not apply to any employee of the Concessionaire or its nominated agencies or its entity nominated by Client may make an offer of employment or contract for services to such employee of the Concessionaire and the Concessionaire shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Client or its nominated agencies or any Replacement Concessionaire.

33.6 Transfer of Certain Agreements

On request by the Client or its nominated agencies, the selected Concessionaire shall effect such assignments, transfers, novation, licenses and sub-licenses in favor of Client or its nominated agencies, or its entity nominated by Client in relation to any equipment lease, maintenance or service provision agreement between selected Concessionaire and third party lessors, Concessionaires or Concessionaire, and which are related to the services and reasonably necessary for the carrying out of replacement Concessionaire.

33.7 Right of Access to Premises

- At any time during the exit management period, where Assets are located at the selected Concessionaire's premises, the selected Concessionaire shall be obliged to give full rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to Client or its nominated agencies, and/or any entity nominated by Client in order to inventory the assets or Assets.
- The Concessionaire shall also give the Client or its nominated agencies, or any entity nominated by Client right of reasonable access to the Concessionaire's premises and shall procure the department or its nominated agencies and any entity nominated by Client rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Concession Agreement as is reasonably necessary to migrate the services to Client or its nominated agencies, or a Replacement Concessionaire.

33.8 General Obligations of the Concessionaire

- The Concessionaire shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to Client or its nominated agencies or any entity nominated by the Client and which the Concessionaire has in its possession or control at any time during the exit management period.
- For the purposes of this Clause, anything in the possession or control of any Concessionaire or associated entity is deemed to be in the possession or control of the Concessionaire.
- The Concessionaire shall commit adequate resources to comply with its obligations under this Exit Management Clause.

33.9 Exit Management Plan

The Concessionaire shall provide the Client or its nominated agencies with recommended exit management plan ("Exit Management Plan") which shall deal with Concession Agreement as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

33.10 End of Support

While handling over the completely working and functional network and systems, Concessionaire must ensure that OEM of all hardware/software/ equipment are contractually bound to provide support for repair/replacement/availability of its spare parts for further five years. It shall be part of exit plan to submit letter from OEMs in this regard.

8.5. Annexure V: Format for Report

Nashik Municipal Corporation

WEEKLY REPORT OF FIXTURES REPLACEMENT

Date: DD/MM/YYYY

Number of fixtures dismantled till last week =

Number of fixtures handed-over till last week =

Number of fixtures for which sign-off obtained from Authority till last week =

Number of fixtures dismantled this week =

Signature of Concessionaire

{Name}

{Designation}

8.6. Annexure VI: Format of Bank Guarantee for Performance Security

In consideration of the ----- [Insert name of the Concessionaire] submitting the response to RFP _____ (RFP no..... dated.....) issued by NMC considering such response to the RFP of [Insert the name of the Successful Concessionaire] (Which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the [insert the name of the Successful Concessionaire] and issuing Letter of Award dated. ----- As per terms of RFP and the same having been accepted by [insert the name of the Successful Concessionaire].

As per the terms of the RFP, the _____ [insert name & address of bank] (hereinafter referred to as ' Guarantor Bank') hereby agrees unequivocally, irrevocably and unconditionally to pay to NMC forthwith on demand in writing from NMC or any officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the Successful Concessionaire/ Project Company]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the changes in the term of contract 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.

Our liability under this Guarantee is restricted to Rs. _____

Our Guarantee shall remain in force until..... NMC shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that NMC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NMC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NMC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Successful Concessionaire]. The Guarantor Bank shall not require NMC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NMC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Nashik shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE 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 BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NMC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the [insert the name of the Successful Concessionaire] to make any claim against or any demand on the Successful Concessionaire or to give any notice to [insert the name of the Successful Concessionaire] or to enforce any security held by or to exercise, levy or enforce any distress, diligence or other process against the Successful Concessionaire.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NMC serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

[Insert Name of the Bank] __

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

1. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the NMC in writing.
2. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
3. This Bank Guarantee and all questions of its interpretation shall be construed in accordance with the laws of India. The courts at Nashik shall have jurisdiction over matters arising out of or relating to this Bank Guarantee.

Signed and Delivered by [xx] Bank
By the hand of Mr. /Ms. [xx], it's [xx] and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)

8.7. Annexure VII: DRAFT ESCROW AGREEMENT

DRAFT ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the day of 20.....

AMONGST

- 1 LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at (Hereinafter referred to as the “Concessionaire” which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes);
- 2name and particulars of the Escrow Bank and having its registered office at (Hereinafter referred to as the “**Escrow Bank**” which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

AND

- 3 [The Nashik Municipal Corporation, represented by its Commissioner and having its principal offices at _____ (hereinafter referred to as the “**Authority**” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns).

WHEREAS:

- (A) The Authority has entered into a Concession Agreement dated with the Concessionaire (the “**Concession Agreement**”) for Project at Nashik, Maharashtra on operate, maintain and transfer (OMT) basis and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
- (B) The Concession Agreement requires the Concessionaire to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant

to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"Concession Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Parties" means the parties to this Agreement collectively and **"Party"** shall mean any of the Parties to this Agreement individually;

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"Sub-Accounts" means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

- 1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.
- 1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.
- 1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

- 2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.
- 2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

- 2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the COD, the Concessionaire shall open and establish the Escrow Account with the (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.
- 2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.
- 2.3.3 The Escrow Bank and the Concessionaire shall agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

The rights of the Authority and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Concessionaire

3.1.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

- (a) All money received in relation to the Project from banks, insurance claims and shareholders;
- (b) All Fee and any other revenues from or in respect of the Project, including the proceeds of insurance claims; and
- (c) Any other receipts or revenues, rentals, deposits or capital receipts, as the case may be, from or in respect of the Project
- (d) The Concessionaire has to deposit monthly revenue generated by advertisement to escrow account at the start of the month as per the financial bid submitted will be credited to NMC.

3.1.2 The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

- (a) After successful implementation period (9 months) NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount + (average

baseline energy consumption per month * guaranteed saving quoted by bidder * 3 * unit rate); After that for each month NMC will deposit amount equal to (Last month MSEDCL bill*100/(100- guaranteed saving quoted by bidder));;

and

(b) Termination Payments:

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 At the beginning of every month, or at such shorter intervals as the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

- (a) MSEDCL electricity bill payment
- (b) all government taxes due and payable by the Concessionaire for and in respect of the Project;
- (c) NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving
- (d) NMC Revenue share due and payable to the Authority of Revenue generated by advertisement (min. 83 lakh per month)
- (e) all penalty, payments and Damages certified by the Authority as due and

payable to it by the Concessionaire; and

(f) monthly proportionate provision of debt service due in an Accounting Year;

g) --- Share in Energy saving revenue to Concessionaire, Subject to deduction if any

--- Share in Advertisement revenue to Concessionaire, Subject to deduction if any

(h)Balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting

Year, the Concessionaire shall provide to the Escrow Bank, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Authority, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) MSEDCL electricity bill payment

(b) All government taxes due and payable by the Concessionaire for and in respect of the Project;

(c)NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving

(d) NMC Revenue share due and payable to the Authority of Revenue generated by advertisement (min. 83 lakh per month)

(e) all penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(f) monthly proportionate provision of debt service due in an Accounting Year;

g) --- Share in Energy saving revenue to Concessionaire, Subject to deduction if any

--- Share in Advertisement revenue to Concessionaire, Subject to deduction if any

(h)Balance, if any, in accordance with the instructions of the Concessionaire.

Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions of this Agreement.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 36 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

- (a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;
- (b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- (c) shall, within 5 (five) business days after receipt, deliver a copy to the Authority of any notice or document received by the Escrow Bank in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and
- (d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by the Escrow Bank from the Authority in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Following events shall constitute an event of default by the Concessionaire (an

“Escrow Default”) unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority:

- (a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;
- (b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or
- (c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days .

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank and the Authority, terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made satisfactory to the Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-

Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

Any lender providing financial assistance for the Project and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation matters not covered under this Agreement such as the rights and obligations of lenders, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority and Escrow Bank harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss,

damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the **"Indemnified Party"**), it shall notify the other Party responsible for indemnifying such claim hereunder (the **"Indemnifying Party"**) within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

As per clause 20.2 from Draft agreement.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Indore shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed

by or on behalf of the Authority with respect to its assets;

- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under

its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where it is received after 5.30 (five thirty) p.m. on a business day or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the day of 20..... hereunto affixed in the presence of, Director, who has signed these presents in token thereof and, Company Secretary / Authorised Officer who has countersigned the same in token thereof \$:

SIGNED, SEALED AND DELIVERED
For and on behalf of
SENIOR LENDERS by the
Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND
DELIVERED
For and on behalf of
ESCROW BANK by:

SIGNED, SEALED AND
DELIVERED
For and on behalf of
[Nashik Municipal Corporation by:

(Signature
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail
address)

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

In the presence of:

1.

2.

\$ To be affixed in accordance with the articles of association of the Concessionaire.

Annex A

{A copy of the Concession Agreement, executed between the Concessionaire and the Authority to be attached as Annex A}

**8.8. Annexure VIII: Locations Identified for Initial Assessment for
Computation of Minimum Guaranteed Advertisement Revenue
via VMD**

| Sr. No. | Locations |
|---------|---|
| 1 | RamKund |
| 2 | Dindori Naka |
| 3 | Ashok Stambh |
| 4 | Mumbai Naka |
| 5 | Nimani Bus Stand |
| 6 | Rajiv Gandhi Bhavan front gate |
| 7 | Gangapur road (KTHM college) First gate |
| 8 | CBS Bus stand outside junction |
| 9 | College road near Big bazar |
| 10 | BITCO Chowk |
| 11 | Nashik road Railway Station Chowk |
| 12 | Sinnar Phata Chowk |
| 13 | Bodhle nagar Chowk |
| 14 | Guruji Hospital to Pipeline Road |
| 15 | Civil Hospital |
| 16 | Shivaji Putala To Ambedkar Putala (Nashik Road) |
| 17 | Malegaon Stand to Makhmalabad Naka |
| 18 | City Center To Lavate Nagar Lane 2 |
| 19 | MG Road |
| 20 | Jehan Circle |
| 21 | ABB |

8.9. Annexure IX: Poles Identified for Initial Assessment for Computation of Minimum Guaranteed Advertisement Revenue

Division Name- Satpur

| Sr. No. | From | Road Name To | Total Electric Pole |
|---------|---|--|---------------------|
| 1 | ABB Circle, Trambak Road, Satpur | Pimpalgaon bahula, Trambak Road, Satpur | 102 |
| 2 | Papayaz Nursary, Trambak Road, Satpur | Glaxo, Ambad, Linkroad | 84 |
| 3 | Amrut Gardan, Trambak Road, Satpur | Bardan Phata, Shivaji Road | 151 |
| 4 | Gangapur Gaon Jakat Naka | Jihan Circle Bhosla School | 148 |
| 5 | ITI Signal, Trambak Road, Satpur | Parijat Nagar, MIDC | 31 |
| 6 | ITI Signal, Trambak Road, Satpur | Mutha Hospital, Nasardi Bridge | 13 |
| 7 | Ambika Sweets, Trambak Road, Satpur | Canfrihansa Company, MIDC | 39 |
| 8 | Satpur Coloney Circle, Trambak Road, Satpur | Ashok Nagar Police Station | 53 |
| 9 | Victor Stop, Trambak Road, Satpur | Reliance Petrol Pump, Pipe Line Road | 65 |
| 10 | Anandvalli Pipe Line Road | Shaan Tractor Showroom, MIDC | 34 |
| 11 | Kalayatan Karga, MIDC | Fire wall, Trambak Road, Satpur, NTP Company | 22 |
| 12 | Vodafone B-31, MIDC, Road | Myco Company Gate, MIDC | 61 |
| 13 | Bardan Phata | Amrut Garden | 150 |
| 14 | Papaya Nursery | Garware Point | 185 |
| 15 | Amrut Gardan, Trambak Road, Satpur | Pimpalgaon Bahula | 40 |
| 16 | Gangapur Gaon | Jehan Circle | 150 |
| | | Total | 1328 |

Division Name- Nashik West

| Sr.No | From | Road Name To | Total Electric Pole |
|-------|---------------|-----------------|---------------------|
| 1 | Canada Corner | Chopada Lawns | 22 |

| Sr.No | Road Name | | Total Electric Pole |
|-------|---------------------------------|--|---------------------|
| | From | To | |
| 2 | Jehan Circle | Model Coloney | 11 |
| 3 | Gadkari Chowk | Chandak Circle to Myco Circle | 32 |
| 4 | Chopda Lawns | Niyojit Dr.Vasant Pawar Chowk, Swami Vivekanand Marg | 46 |
| 5 | Shalimar | Ganjamal Signal | 5 |
| 6 | Murlidhar Appa Shinde Chowk | Rachana School, Akashwani Tower, Narsiha Nagar | 15 |
| 7 | Godavari Colony, College Road | Boys Town, School | 21 |
| 8 | Boys Town School | Tibetiyen Market | 14 |
| 9 | Trambak Naka Signal | Ganjamal Signal | 17 |
| 10 | Sarda Circle | Gadkari Chowk | 17 |
| 11 | Mumbai Naka | Mahamarga Bus Stop | 4 |
| 12 | Mahamarg Taxi Stand | Chandak Circle | 22 |
| 13 | Jyoti Store, New Pandit Coloney | Raka Gardan Chowk | 15 |
| 14 | City Center Mall | ABB Circle Road | 63 |
| 15 | Mumbai Naka | Modak Chowk | 33 |
| 16 | Myco Circle | Trimurthi Chowk | 45 |
| 17 | Canada Corner | Sharanpur Police Station | 25 |
| 18 | CBS | Canada Corner Patil Plaza | 25 |
| 19 | Ashok Stambha | Jihan Circle | 55 |
| 20 | Trambak Naka Signal | Myco Circle | 17 |
| 21 | Myco Circle | ABB Circle | 33 |
| 22 | CBS | Shalimar Chowk | 8 |
| | | Total | 545 |

Division Name- Panchavati Division

| Sr.No | Road Name | | Total Electric Pole |
|-------|--------------------------------|-------------------------------|---------------------|
| | From | To | |
| 1 | Ramvadi Bridge | Dindori Naka | 29 |
| 2 | Pethphata Signal | Pethroad Phulenagar Rau Hotel | 66 |
| 3 | Sundar Narayan Mandir | Malegaon Stand | 7 |
| 4 | Aurangabad Naka | Nandur | 160 |
| 5 | Makhamalabad Canal | Asarambapu Aashram | 50 |
| 6 | Hirawadi Kamalnagar Auto Stand | Minatai Thakare Stadium | 8 |
| 7 | Dindori Road Goraksha Nagar | NMC | 157 |
| 8 | Nandur Bridge | Jatra Hotel | 153 |
| 9 | Janardhan Swami Aashram | Laxmi Narayan Mandir | 38 |

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| Sr.No | Road Name | | Total Electric Pole |
|-------|---------------------------------|---|---------------------|
| | From | To | |
| 10 | Sangam Bridge | Indrapratha | 257 |
| 11 | Aurangabad Road Aashram | Takali road | 54 |
| 12 | Laxmi Narayan Bridge | Dream City Chowk | 50 |
| 13 | New Shahi Marg | New Shahi Marg Extension | 39 |
| 14 | Old Adgaon Naka | Nandur | 160 |
| 15 | Swami Narayan Bridge | Gadge Maharaj Bridge | 125 |
| 16 | Gadge Maharaj Bridge | Talkuteshwar | 25 |
| 17 | PethPhata | Makhamalabad Naka | 10 |
| 18 | Holkar Bridge | Sundar Narayan | 7 |
| 19 | Asaram Bapu Bridge | Makhamalabad Canal | 50 |
| 20 | Dindori Naka | Ramwadi Bridge | 29 |
| 21 | Dindori Road | Nimani Bus Stand Panchavati Depo Bridge | 34 |
| 22 | Dindori Naka | Meri Reliance Petrol Pump | 50 |
| 23 | Old Adgaon Naka Hirawadi Corner | Kamalnagar | 53 |
| | | Total | 1611 |

Division Name- New Nashik

| Sr.No | Road Name | | Total Electric Pole |
|-------|---|---|---------------------|
| | From | To | |
| 1 | Garware Point | Exo Point | 70 |
| 2 | Trimurti Chowk Ambad Linkroad Reliance Janta Sweets | Vijay Nawal Patil School Ambad Linkroad | 40 |
| 3 | Ambadlink Road Naval Patil | Pathardi Phata Mumbai Agraroad | 35 |
| 4 | Divya Adlad | Savtanagar, Pawannagar | 60 |
| 5 | Uttamnagar to Vijaynagar | Ambad Police Station Highway Satyam Mangal Karyalay | 20 |
| 6 | Namrata Petrol Pump Pathardi Phata | Ganesh Chowk to State Bank | 40 |
| 7 | Vijaynagar to Ranapratap Chowk | Badde Nagar, Shivaji Chowk | 30 |
| 8 | Rane Nagar (Bombay Highway) | Chetana nagar Gajanan Chowk | 20 |
| 9 | NH-3 Govindnagar | City Center Mall, Rajiv Nagar | 20 |
| 10 | Kalanagar | Pathardigaon | 95 |
| 11 | Pathardi Phata | Vadner Gate | 205 |
| 12 | Lekhanagar | Vadala Canal | 90 |
| 13 | Balaji Palace | Chowak Chowk Pathardi Gaon | 70 |
| 14 | City Center Mall Bridge | Ranapratap Chowk to Shivaji Chowk | 20 |

| Sr.No | Road Name | | Total Electric Pole |
|-------|-----------|-------|---------------------|
| | From | To | |
| | | Total | 815 |

Division Name- Nashik Road

| Sr.No | Road Name | | Total Electric Pole |
|-------|--|------------------------------------|---------------------|
| | From | To | |
| 1 | Datta Mandir Chowk Nashik Pune Highway | Upanagar Chowk | 57 |
| 2 | Sailani Baba Stop Jailroad Chhtrapati Shivaji Maharaj Statue | Saykheda Road Vimal Nagar Jailroad | 54 |
| 3 | Chhatrapati Shivaji Maharaj Statue Nashikroad | Dr. Babasaheb Ambedkar Statue | 12 |
| 4 | Dr. Babasaheb Ambedkar Statue | Satkar Point Subhash Road | 16 |
| 5 | Pune Jakat Naka Backside | Bhagwa Chowk Chehadi | 12 |
| 6 | Saykheda Road | HPT Plant | 40 |
| 7 | NH-3 | NH-50 Takliroad | 100 |
| 8 | Sinner Phata | Sathe Nagar Road | 40 |
| 9 | Sinner Phata | Railway Station Stairs | 20 |
| 10 | Subhash Road | Railway Station Area | 10 |
| 11 | Subhash Road | Meat Market Road | 10 |
| 12 | Saykheda Road | HPT Plant | 48 |
| 13 | Sinner Phata Vegetable Market | Sinner Phata | 8 |
| 14 | Bitco Chowk Jailroad | Dasak Bridge | 104 |
| 15 | Vihitgaon | Jakat Naka Lamroad | 32 |
| | | Total | 563 |

Division Name- Nashik East

| Sr.No | Road Name | | Total Electric Pole |
|-------|--------------------|-----------------------------------|---------------------|
| | From | To | |
| 1 | Vadala Gaon | Ashoka Marg Jogging Track | 29 |
| 2 | Sainath Nagar | Nasardi Bridge, Kamalanagar Chowk | 27 |
| 3 | Sainath Nagar | Rajsarathi Society Kalanagar | 10 |
| 4 | Vadala Canal | Takali Gaon | 90 |
| 5 | Kathegalli Signal | Bankar Chowk | 15 |
| 6 | Vijay Mamta Signal | Takali Gaon | 20 |
| 7 | Kalanagar | Vadalagaon 100FT | 20 |

| | | | |
|-----------|----------------------|------------------|-----|
| 8 | Radhika Lawns | Saipritam Hotel | 20 |
| 9 | Vadali Pathardi Road | Sai Pritam Lawns | 20 |
| 10 | Shivajiwadi | Sainath Nagar | 10 |
| | | Total | 261 |