



**Request for Proposal for Design, Supply, Installation,
Commissioning, Operations and Maintenance support for
Digital Smart Kiosk Infrastructure solution at designated
locations under “Smart City Mission” at Puducherry**

Volume III: General Conditions of Contract



**RFP for Digital Smart Kiosk Infrastructure in
Puducherry**

Tender No: 008/PSCDL/2019

July 2019

Puducherry Smart City Development Limited



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A. General Conditions of Contract

1 Security Deposit

All compensation or other sums of money payable by the Concessionaire to PSCDL under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Security Deposit, or from interest arising there from, or from any sums, which may be due or may become due to the Concessionaire by PSCDL on any account whatsoever, and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Concessionaire shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalized bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his Security Deposit or any part thereof.

In case of Bank Guarantee of any Nationalized Bank is furnished by the Concessionaire to PSCDL, as part of the Security Deposit and the bank goes into liquidation or, for any reason is unable to make payment against the said Bank Guarantee, the loss caused thereby shall fall on the Concessionaire and the Concessionaire shall forthwith, on demand, furnish additional security to PSCDL to make good the deficit.

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by any dispute between the Engineer-in-Charge and the Concessionaire, and the payment, under the Guarantee Bond by the bank to PSCDL shall not wait till disputes are decided. The bank shall pay the amount under the Guarantee, without any demur, merely on a demand from PSCDL stating that the amount claimed is required to meet the recoveries due or likely to be due from the Concessionaire.

The demand, so made, shall be conclusive as regards to amount due and payable by the Bank, under the guarantee limited to the amount specified in the Guarantee Bond. The guarantee will not be discharged due to the change in the constitution of the Bank or the Concessionaire. The Bank Guarantee shall remain valid up to the specified date unless extended on demand by the Engineer-in- Charge which shall include the period of completion of the contract and the defect removal period as per terms of the Agreement. Bank's liability shall stand automatically discharged unless a claim in writing is lodged with the Bank within the period stated in the Bank Guarantee including the extended period. After satisfactory completion of the contract and clearance of all dues by the Concessionaire, PSCDL will discharge the Bank Guarantee after expiry of the original or the extended period, as the case may be. In case the date of expiry of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day. Authority is not concerned with any interest accruing to Concessionaire.



The Concessionaire on any form of Security (primary or collateral) lodged by him with the bank or any sums payable to sureties obtained by the Bank as counter guarantee to secure its own position. This will matter between the Bank and the Concessionaire.

The Security deposit shall be forfeited in any of the following cases:

- a) If the successful Concessionaire modifies/ withdraws its Proposal
- b) If the Concessionaire withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
- c) If the Concessionaire fails to sign the Agreement within specified time; or
- d) If the Successful Concessionaire fails to provide the Performance Security within the stipulated time or any extension thereof provided by PSCDL or
- e) If any information or document furnished by the Concessionaire turns out to be misleading or untrue in any material respect.

2 Liquidated Damages and Penalties

Liquidated Damages provisions ("SLA") shall become the part of Agreement between PSCDL and the Selected Bidder / SI. SLA defines the terms of the Successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder has to comply with Service Levels requirements to ensure adherence to Project timelines, quality and availability of services.

The Successful Bidder has to supply software/automated tools to monitor all the SLAs mentioned below.

Note: Liquidated Damages shall not be levied on the SI in the following cases:

- a) There is a Force Majeure event effecting the SLA which is beyond the control of the SI
- b) The non-compliance to the SLA has been due to reasons beyond the control of the SI.
- c) Theft cases by default would not be considered as "beyond the control of SI". However, certain cases, based on circumstances & certain locations, PSCDL may agree to qualify as "beyond the control of SI". Damages due to any accident / mishap shall be considered as "beyond the control of SI". However, Power shut down or deliberate damage to field devices would not be considered as "beyond the control of SI". Any such deliberate damage to be covered through insurance mechanism, and such field devices would need to be replaced within SLA period by the SI.

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to



clearly define the levels of service which shall be provided by the System Integrator to PSCDL for the duration of this Agreement.

2.1 Definitions

For the purposes of these schedule, the definitions and terms are specified in the Agreement along with the following terms shall have the meanings set forth below:

- a) “Uptime” shall mean the time period for the specified services / components with the specified technical service standards are available to the user department. Uptime, in percentage, of any component (Non- IT & IT) can be calculated as:

$$i. \text{ Uptime} = \{1 - [(Downtime) / (Total Time - Maintenance Time)]\} * 100$$

- b) “Downtime” shall mean the time period for which the specified services / components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of SI.
- c) “Incident” refers to any event / abnormalities in the functioning of the Services specified as part of the Scope of Work of the Systems Integrator that may lead to disruption in normal operations of the Monitoring and Surveillance System.

2.2 Measurement of SLA

The SLA metrics provided specifies the performance parameters which will be used to measure the SLA’s.

The SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the SI and audited by PSCDL or its appointed third part agency for accuracy and reliability.

PSCDL shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit / revision of the SLA parameters. The SLAs defined, shall be reviewed by PSCDL on an annual basis after consulting the SI, Project Management Consultants and other experts. All the changes would be made by PSCDL after consultation with the SI and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.

PSCDL would have right to invoke termination of the contract in case the liquidated damages increase above 10% of the total contract value, specific details of which are provided in SLA matrix.



2.3 SLA Planned Downtime

Any planned application / server downtime would not be included in the calculation of application / server availability. However, the Successful Bidder should take at least 10 days prior approval from PSCDL in writing for the planned outage, which should not be for more than 30 minutes, would be in lean period (non-movement period, like post mid-night) and limited to maximum four outages in a year. In case of planned outages at Data Centre level, services of other Data Centre services to be used to service the clients, while there would be no planned outages for field devices.

2.4 SLA's Performance Matrix

Pre-Implementation Phase SLA's				
Sl. No.	Service Parameter	Measurement Metric	Minimum Requirement	Liquidated Damages
1	Team Mobilization and commencement of work	SI is expected to mobilize project team for commencement of work which would mean reporting and availability of SI's resources at the Purchaser's office for the project within defined period of 10 days from the award of contract	Within 10 days from the award of contract	Delay beyond 10 calendar days = INR 5,000 for 1 week delay Subject to maximum of INR 20,000.
2	Completion of UAT	SI is expected to complete the UAT within defined period as defined in the RFP Vol 2.	Within 130 days from the award of contract	Delay beyond 10 calendar days = INR 5,000 for 1 week delay Subject to maximum of INR 20,000.
3	Reports generation and acceptance by PSCDL / respective departments	SI is expected to provide the MIS report on weekly basis for the SLA's compliance from UAT period till Final Go-Live (as defined in the RFP Vol 2.)	From 130 days till 180 days from the award of contract	Delay beyond 10 calendar days = INR 10,000 for 1 week delay Subject to maximum of INR 50,000.



Post-Implementation SLA's				
	Availability of Wi-Fi Services	<p>Network Availability (%) = (Total minutes during the month – Planned downtime - Downtime minutes during the month) *100 / Total minutes during the month Total Time shall be measured on 24*7 basis. Using SLA Measurement Tool</p>	> 98.0 %	<p>▪ Slab 1: Wi-Fi services availability – > 98 %</p> <p>Liquidated Damages: 0.1% of the total estimated contract value**</p> <p>▪ Slab 2: Wi-Fi services availability – 98% to 95.00%</p> <p>Liquidated Damages: 0.2 % of the total estimated contract value**</p> <p>▪ Slab 3: Application availability below 95.00%</p> <p>Liquidated Damages: 0.4 % of the total estimated contract value**</p>



	Availability of Digital Smart Kiosk software application	<p>The proportion of the time that the Digital Smart Kiosk software application is up and running (per quarter).</p> <p>Bidder will provide access to the necessary tool to monitor the same.</p>	> =99 %	<ul style="list-style-type: none">▪ Slab1: Application availability – > 97 % < 99%Liquidated Damages: 0.1% of the total estimated contract value**▪ Slab 2: Application availability – 95% to 97.00%Liquidated Damages: 0.2 % of the total estimated contract value**▪ Slab 3: Application availability below 95.00%Liquidated Damages: 0.4 % of the total estimated contract value**
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	<p>Availability of Video Management software application</p>	<p>The proportion of the time that the Video Management software application is up and running (per quarter). Bidder will provide access to the necessary tool to monitor the same.</p>	<p>> =99 %</p>	<p>▪ Slab1: Application availability – > 97 % < 99%</p> <p>Liquidated Damages: 0.1% of the total estimated contract value**</p> <p>▪ Slab 2: Application availability – 95% to 97.00%</p> <p>Liquidated Damages: 0.2% of the total estimated contract value**</p> <p>Slab 3: Application availability below 95.00%</p> <p>0.4% of the total estimated contract value**</p>
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	<p>Availability of Kiosk Services across all the proposed locations</p>	<p>The proportion of the Digital Smart Kiosk services that are functional across all the locations (per quarter).</p>	<p>All services shall be functional across the proposed 21 locations.</p>	<ul style="list-style-type: none"> • All services shall be functional across the proposed 21 locations. • Citizen / tourist feedback on the proposed services- • Up to - 20 negative feedbacks per quarter – No LD • 20-30 negative feedbacks per quarter = INR 10,000 • More than 30 negative feedbacks per quarter = INR 20,000
<p>Note: In case the Bidder reaches 10% of the total estimated value in the form of Liquidated Damages (Cumulative value of Liquidated Damages during O&M phase), during the post-implementation phase, PSCDL reserves the right to invoke the termination clause.</p>				

*SI shall ensure that all relevant events are logged and such logs are made accessible to PSCDL appointed agency for review / report.



** Total estimated contract value for deriving the Liquidated Damages is considered as INR 4,00,00,000 (four crores).

Liquidated Damages levied for non- performance as per SLA requirements shall be deducted through subsequent payments due from PSCDCL or through the Performance Bank Guarantee (hereinafter “PBG”).

3 Extension of Time

If the Concessionaire shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-Charge within 5 working days for each location of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Authority Competent to grant extension under the rules/delegations of power or other duly authorized Engineer shall, if in his opinion, (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of 5 days provided in this clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract.

4 Work to be Open to Inspection: Concessionaire to be Present:

All work, under or in course of execution or executed in pursuance of the contract shall, at all times, be opened to inspection and supervision of the PSCDL, and his subordinates and any other authorized agency of PSCDL and the Concessionaire shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate and any other authorized agency of PSCDL to visit the works shall have been given to the Concessionaire, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Concessionaire’s agent shall be considered to have the same force as if they had been given to the Concessionaire himself.

5 Settlement of Disputes

5.1 Amicable Resolution

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



- b) Either Party may require such Dispute to be referred to the Chairperson, PSCDL and the Chief Executive Officer/Partner of the Concessionaire for the time being, for amicable settlement. In respect of disputes of a technical nature the Parties may engage an Expert.

Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Article below.

5.2 Arbitration

- a) In case, a dispute is referred to arbitration, the arbitration shall be under the Arbitration and Conciliation Act (Amendment Act), 2015 and any statutory modification or re-enactment thereof.
- b) If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) day notice to refer the dispute to arbitration to the other Party in writing.
- c) The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof. The Arbitration proceedings shall be held in Puducherry, India
- d) The Arbitration proceeding shall be governed by the substantive laws of India. The proceedings of Arbitration shall be in Tamil/English language. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act 1996,. Each party to the contract shall appoint/ nominate one



Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

- e) In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Puducherry High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
- f) Any letter, notice or other communications dispatched to Concessionaire relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the Authority by Concessionaire shall be deemed to have been received by Concessionaire although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever
- g) If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Authority to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede.
- h) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- i) It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- j) The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- k) The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

6 Definition of Engineer in Charge

The term “Engineer-in-charge” means Project Management Consultancy (PMC) or any designated person of PSCDL who shall supervise and be in charge of the work on behalf of PSCDL.



7 Concessionaire to Adhere to Labour Laws/ Regulation

The Concessionaire shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, here-in-after called the said Act. If such compensation is paid by the State as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the Concessionaire, it shall be recoverable by the State from the Concessionaire under Sub Section (2) of the said section.

- i. Registration under Tax, Labour Laws, Electrical Laws, IT Acts etc.
- ii. The Applicant should have a registered number of:
 - A. GST.
 - B. Income Tax PAN.
- iii. The ESI & EPF registration as per Labour Laws.
- iv. Registration of other Labour Licenses, as applicable.

8 Cost of Execution of Work

The cost of all water supply, Electric connections, if necessary for the execution of work, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of work, shall be paid by the Concessionaire on commercial rates, except where otherwise specifically indicated.

9 Fair Wage Clause

- a) The Concessionaire shall pay not less than fair wages/minimum wages to labourers engaged by him on the work as revised from time to time by Authority, but Authority shall not be liable to pay anything extra for it. Explanation: "Fair Wage" means minimum wages for time or piece work, fixed or revised, under Minimum Wages Act, 1948 (Amended in 2015).
- b) The Concessionaire shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his Sub-Concessionaire in connection with the said work as if the labourers have been immediately or directly employed by him.
- c) In respect of all labourers immediately or directly employed on the work, for the purpose of the Concessionaire part of this agreement, the Concessionaire shall comply with or cause to be complied Authorities' Contract's Labour



Regulations made, or that may be made by Authority, from time to time, in regard to payment of wages, wages period,

- d) deductions from wages, recovery of wages not paid, and unauthorized deductions,
- e) maintenance of wages registers, wage card, publication or scale of wages and other.
- f) terms of employment, inspection and submission of periodical returns and other matters of a like nature.

The Engineer-in-charge shall have right to deduct from the security money due to the Concessionaire any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.

- g) The Concessionaire shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his Sub-Concessionaire.
- h) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the Contract.

10 Safety Code

The Concessionaire shall follow the safety code (s) of Authority and as specified in special conditions of contract.

11 Retired Gazetted Officers Barred for 2 Years

No Engineer of Gazetted rank or other Gazetted officer, employed in Engineering or Administrative duties in PSCDL or Government of Puducherry, is allowed to work as a Concessionaire for a period of 2 years of his retirement from Government service without the previous permission of PSCDL /Government of Puducherry. This contract is liable to be cancelled, if either the Concessionaire or any of his employees is found, at any time, to be such a person, who had not obtained the requisite permission, as aforesaid, before submission of the proposal or engagement in the Concessionaire's service, as the case may be.



12 Quality Control

Authority shall have the right to exercise proper Quality Control measures. The Concessionaire shall provide all assistance to conduct such tests.

13 Force Majeure

Neither party shall be liable to each other, for any loss or damage, occasioned by or arising out of acts of God such as unprecedented floods, volcanic eruptions, earthquake or other invasion of nature and other acts.

14 Jurisdiction of Court

In the event of any dispute arising between the parties hereto, in respect of any of the matters comprised in this agreement, the same shall be settled by a competent Court having jurisdiction over the place, where agreement is executed and by no other court, after completion of proceedings.

15 Operation and Maintenance

- a) The Concessionaire shall operate and maintain the Digital Smart Kiosk Infrastructure Solution in accordance with the RFP.
- b) The Concessionaire shall, during the Operations Period:
 - i. Have requisite organization and designate and appoint suitable officers/representatives as it may deem appropriate to supervise the Project Facilities, to deal with the personnel deployed by PSCDL for monitoring proper operations and maintenance of the Project, consistent with requirements of the RFP, and to be responsible for all necessary exchange of information required pursuant to this Agreement.
 - ii. Provide PSCDL access to their application software/platform for ensuring the real time monitoring of service parameters.
 - iii. Provide MIS reports to track service level benchmarks or operational requirements.
- c) In the event, the Concessionaire has failed to operate and maintain the Digital Smart Kiosk Infrastructure Solution in accordance with the RFP, and such failure has not been remedied despite a notice to that effect issued by the PSCDL (“Notice to Remedy”), PSCDL may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to cause the repair and maintenance of the Digital Smart Kiosk Infrastructure Solution at the risk and cost of the Concessionaire.



- d) The Concessionaire shall reimburse one and half times the costs incurred by PSCDL on account of such repair and maintenance within 7 days of receipt of PSCDL' claim therefor.
- e) The Concessionaire shall be deemed to be in material breach of requirements of the RFP, if PSCDL, acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire;
- f) The maintenance of the Digital Smart Kiosk Infrastructure Solution or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the RFP;
- g) There has been a serious or persistent breach in adhering to the requirements of the RFP and thereby the Digital Smart Kiosk Infrastructure Solution or any part thereof is not safe for operations.
- h) Upon occurrence of a Material Breach of requirements of the RFP, PSCDL shall, without prejudice to and notwithstanding any other consequences provided therefor under this Agreement, be entitled to terminate this agreement.



16 SPECIAL CONDITIONS OF CONTRACT

16.1 Communication between PSCDL and Concessionaire

Address for Communication: Notices with legal and contractual issues shall be addressed to the Chief Executive officer Puducherry Smart City Development Limited, No.2, Bussy Street, Old Court Building, Puducherry 605 001.

All certificates, notices given by the Concessionaire under terms of the contract shall be sent by post, courier, email, or fax to or left at the office of the the Chief Executive officer Puducherry Smart City Development Limited, No.2, Bussy Street, Old Court Building, Puducherry 605 001.

All certificates, notices or instructions to be given to the Concessionaire by the Authority under the terms of the contract shall be sent by post, courier, email, or fax to or left at the Concessionaires principal address or the addresses as the Concessionaire shall indicate for this purpose only. It shall be essential for the Concessionaire to obtain a receipt of authorized officer otherwise the notice shall be treated as “null and void”.

16.2 Contract

The works described in this proposal document is considered to be a Public Private Partnership (PPP) work. The Concessionaire(s) shall be responsible for Designing, financing, Build, installing, operating and maintaining of Digital Smart Kiosk Infrastructure Solution at Public Places through Public Private Partnership (PPP) at given study boundary where installations are done, monitoring reporting-repair and testing of all installations done/supplied made by them during the contract period including defect liability period as defined in these proposal document.

16.3 Priority of contract

The documents forming part of the agreement are to be taken as mutually explanatory documents of one another. In case of discrepancies they shall be explained and adjusted by the Engineer in charge. The priority of the contract documents shall be as follows:

- I. Letter of award.
- II. Concession Agreement .
- III. Special conditions of Contract .
- IV. General conditions of Contract.
- V. Instructions to Bidders.
- VI. Scope of work and Technical specifications.
- VII. Financial Bid.



VIII. All other documents in the Technical Bid.

16.4 Agreement

Successful Bidder shall to execute an agreement in the prescribed form on non-judicial stamp paper of **Rs. 200** or as revised by PSCDL on the date of agreement, with the any other officer authorized by PSCDL within a period of 30 days of the date of issue of letter of acceptance/ work order. The expenses of completing and stamping the agreement shall be paid by Concessionaire. The Successful shall submit following documents with proposal/agreement. However, where the delay in execution of agreement on bonafied grounds, PSCDL can condone such delay. The firm shall submit following documents with proposal/agreement.

- i. All pages of the RFP document/letter of acceptance copy including amendment and terms & conditions of the NIT duly signed.
- ii. Notarized copy of Article of Associations and Memorandum/ Partnership deed (if not provided with proposal).
- iii. In case of partnership firm, notarized copy of registration certificate issue by registrar of firms.
- iv. Notarized copy of power of attorney to authorized signatory to execute agreement and copy of resolution of directors of board (in case of limited company). Power of Attorney should be signed by all partners in case of partnership firm (if not provided with proposal).
- v. Copy of valid GST clearance certificate attested by notary public valid at the time of opening of first envelope (if not provided with proposal).
- vi. Copies of list of fixed assets and balance sheet duly notarized (if not provided with proposal) for the latest preceding financial year for which returns have been submitted.
- vii. If the bid is submitted by a consortium/group of firms, that is, Joint Venture (maximum Two firms (Lead member + 1 Other Members) the sponsoring firm, shall submit complete information required in the forms pertaining to each firm in the group and state along with the Bid as to which of the firms shall have the responsibility for tendering and completion of the Contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the Contract documents. Full information and satisfactory evidence pertaining to the participation and responsibility of each member of the group of firm in the Tender shall be furnished along with the tender. A certified copy of the Joint Venture Agreement in prescribed form (specified at Form-I) shall be submitted along with the Tender.



- viii. The tender documents uploaded in the name of an individual applicant shall not be used by a Joint Venture. Joint venture shall have to upload the tender document in the name of JV only, if he wants to apply.

16.5 Joint Venture Consortium (JV)

Joint venture consortium of Maximum Two firms/ members / companies, as partners shall be allowed for the works.

All the Members of the JV shall be jointly and severally responsible for this Contract. The Member of the JV holding highest stake shall be the Lead Partner. The JV shall comply with the following requirements:

- (a) A Joint venture agreement must be submitted along with the documents in which minimum share of lead member shall have to be 60% and share of other members, individually shall not be less than 15%.
- (b) All the members of the Joint Venture firms shall have to collectively satisfy all the criteria mentioned.

Note: In case, the applicant/JV partner has achieved physical & financial performance for the criteria mentioned above in past, in joint venture with other Contractor (other than present JV partner), the portion of the work (physically and financially) of the contractor included in their Joint Venture Agreement in original contract work shall only be considered for evaluation purpose In joint venture consortium the lead partner shall only be an Indian citizen Indian partnership firm or Indian private/ public limited company.

- (c) The individual members who join in JV shall have to give an undertaking that they will maintain status-quo till the completion of the work is awarded to the JV Consortium, the same JV Consortium shall be maintained till the satisfactory completion of the work. This undertaking shall be submitted on Stamp paper Rs 100. Duly signed by authorized signatory, which shall be notarized.
- (d) In case of Bidder participating as a Joint Venture, on his selection for award of contract, all the partners/members of the Joint Venture will have to sign the Contract with the employer and will be jointly and severally liable for performance of the contract. Award of Contract will be in the name of Joint Venture consortium which will be considered as “Legal Entity” as far as this Bid/ Contract is concerned.
- (e) The Bid, and in case of a successful bid, the Form of Contract Agreement, shall



be signed with the name of Joint Venture which will be legally binding on all the partners.

- (f) Lead partner shall be declared as Prime Bidder authorized to be in charge; and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners;
- (g) The member in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the Joint Venture and the entire execution of the contract including defect liability period.
- (h) All members of the Joint Venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful Bid); and
- (i) A copy of the stamped and notarized agreement entered into by the Joint Venture partners shall be submitted with the Bid. Roles, responsibilities and financial stakes of all members of the Joint Venture consortium shall be clearly and unambiguously prescribed in the Joint Venture agreement. In case of non prescription, the JV agreement will be declared as invalid and the bid will be treated as non-responsive.
- (j) In case of Joint Venture financial strengths of each of the JV members individually shall not be less than minimum qualifying criteria worked out in proportionate to their financial stakes in the JV.
- (k) In case of physical criteria, either of the JV members shall meet the qualifying requirement in any single completed project without taking into account their financial stake in the JV agreement.
- (l) Each JV member shall have required registration certificate, solvency certificate, existence of company as per tender requirement. Each member shall satisfy these requirements separately.
- (m) The contractors participating in the name and form of a Joint Venture consortium shall have to clearly and unambiguously define the role, responsibilities and financial stake of each of the partners, the lead partner shall also have to be defined. On award of contract to such a Joint Venture consortium, each of the members of the Joint Venture consortium shall have



to sign the Contract. Each member of the JV shall be jointly and severally responsible for the performance of the contract.

- (n) In case of conflict between the terms in contract agreement and the Joint Venture documents, the terms in the contract agreement shall prevail.
- (o) The JV partners shall also need to be registered anywhere in India.

16.6 Monthly Reports

Monthly progress reports shall be prepared by the Concessionaire and submitted to the PSCDL. The first report shall cover the period up to the end of the first calendar month following the commencement date. Reports shall be submitted monthly thereafter, each within five working days after the last day of the month to which it related.

Reporting shall continue during both implementation and operation period. Each report shall include the following but shall not be limited to:

MIS Report for the Digital Smart Kiosk Infrastructure Solution which includes but not limited to Wifi Usage, Downtime and Band width usage, Digital Smart Kiosk application availability, no. of citizen complaints locked in the grievance portal, tourist feedback about the Digital Smart Kiosk facilities etc.

Selected SI shall finalize the MIS format with PSCDL.

Circumstances which may jeopardize the completion in accordance with the contract, and the measures being (or to be) adopted to overcome delays.

The reporting format shall be developed by the Concessionaire in consultation with the Engineer-in-charge (and consultants appointed if any) within 10 days of commencement. In consultation with Authority, the report format may evolve as required during the course of execution.

16.7 Meetings

Meetings shall be held in the office of Engineer-in-Charge or at other places as mutually fixed in advance. The proposed agenda for the meetings shall be exchanged at least two days in advance. It is required that a decision-maker of the Concessionaire is present at the meetings so that binding decisions can be taken about outstanding issues. Generally, the following issues shall be discussed.



16.8 Concessionaire's Representative

The Concessionaire shall appoint the Concessionaire's representative in consultation with the PSCDL and shall give them all authority necessary to act on the Concessionaire's behalf under the contract. He shall similarly submit the name and particulars of other persons appointed for the work. The Concessionaire shall not, without the prior consent of the PSCDL, revoke the appointment of the Concessionaire's representative or appoint a replacement. The Concessionaire's representative shall, on behalf of the Concessionaire, receive instructions. The Concessionaire's representative may delegate any powers, functions, and authority to any person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the PSCDL has received prior notice signed by the Concessionaire's representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

16.9 The Safety Procedures

The Concessionaire shall:

- i. Comply with all applicable safety regulations,
- ii. Take care for the safety of all person's entitled to be on the site,
- iii. Choose reasonable efforts to keep the site and work clear of Unnecessary obstruction so as to avoid danger to these persons,
- iv. Provide any temporary works (including road ways, foot ways, guards and fences) which may be necessary, because of the execution of works, for the use and protection of the public and of owners and occupy a server adjacent land.

16.10 Quality Assurance

In addition to the provisions of agreement of general conditions of contract, the Concessionaire shall institute a quality assurance system to demonstrate compliance with requirements of the RFP. The system shall be in accordance with the details stated in the contract and the quality assurance program will be got approved from the competent authority. PSCDL shall be entitled to audit any aspect of the system.

Compliance with the quality assurance system shall not relieve the Concessionaire of any of his duties, obligations or responsibilities under the contract.



16.11 Unforeseeable Difficulties

- i. The Concessionaire shall be deemed to have obtained all necessary information as to risk, contingencies and other circumstances that may influence or affect the works;
- ii. By signing the contract, the Concessionaire accepts the total responsibility for having sustained all difficulties and costs of successfully completing the work and
- iii. The contract rates shall not be adjusted to take account of any unforeseen difficulties or costs.

16.12 Right of Way and Facilities

The required Right of Way shall be provided to the Concessionaire as per the approved Drawing (Plan) and in accordance with their Construction Programme. The Concessionaire shall bear all costs and charges for special and/or temporary rights of way, which he may require, including those for access to the site. The Concessionaire shall also obtain, at risk and costs, any additional facilities outside the side which he may require further purposes of the works.



16.13 Avoidance of Interference

The Concessionaire shall not interfere unnecessarily or improperly with:

- i. The convenience of the public, or
- ii. In the access to and use and occupation of all roads and other land, irrespective of whether they are public or in the possession, of the PSCDL or others.

The Concessionaire shall indemnify and hold the PSCDL free against any form of damages, losses and expenses (including legal fees and expenses) resulting from any omission or commission of Concessionaire during the period of the concession.

16.14 Security of Site

Unless otherwise stated in particular conditions:

- i. The Concessionaire shall be responsible for keeping unauthorized persons off the site offices, campus etc. within the scope of work and
- ii. Authorized person's shall be limited to the Concessionaire personnel and the PSCDL's personnel; and to any other personnel notified to the Concessionaire, by (or on behalf of) the PSCDL.

16.15 Concessionaire's operations On-Site

The Concessionaire shall confine his operations to the site, and to any additional areas which may be obtained by the Concessionaire and agreed by the PSCDL as working areas. The Concessionaire shall take all necessary precautions to keep Concessionaire's equipment and Concessionaire personnel within the site and these additional areas, and to keep them off adjacent land. The Concessionaire shall keep the site free from all unnecessary obstruction and not shall store or dispose of any Concessionaire's equipment or surplus materials. The Concessionaire shall clear away and remove from the site any wreckage, rubbish and temporary works which are no longer required.

16.16 Refund of Security Deposit

The security deposit submitted by the Successful Bidder would be released upon furnishing of the Performance Security in the form and manner stipulated in the Concession Agreement.

16.17 Operation and Maintenance Manuals

Prior to the commencement of the tests on completion, the Concessionaire shall supply to the PSCDL provisional operation & maintenance manuals in sufficient



detail as specified in Vol. II of the RFP. The work shall not be considered to be completed for the purposes of completion of works until the PSCDL has received final operation & maintenance manuals in such detail.

16.18 Performance Guarantee of Services

The bidder shall guarantee that the services shall comply with the agreed requirements and that the units installed will operate satisfactory at the time of commissioning and thereafter during period and also at that time of handing over, with the desired performance level.

16.19 Bank Guarantee Against Performance of Contract

(Performance Guarantee)

Bidder has to provide contract performance guarantee in the form of Bank guarantee as mentioned in Contract.

16.20 Forfeiture of Performance Security

Security amount in full or part may be forfeited in the following cases:-

- a) When any terms and conditions of the contract is breached.
- b) When the Applicant fails to make complete work/ O&M satisfactorily.

16.21 Change in Consortium of Firm

- a) Any change in the constitution of the firm/company etc. shall be notified forthwith by the firm in writing to the PSCDL within a period of 30 days from the date of its occurrence & such changes shall not relive any new member or the member of the firm at the time of proposal from any liability under the contract.
- b) No new partner/partners shall be accepted in the firm/company by the Applicant in respect of the contract unless he/they agree(s) to abide by all its terms and conditions and deposit with the PSCDL on a written agreement to this effect. The firm's receipt of acknowledgement or that of any partner(s) subsequently accepted as above shall bind all of them and will be sufficient to discharge any liability under this contract

16.22 Repudiation of Contract

The contract for Digital Smart Kiosk Infrastructure Solution can be repudiated at anytime by the PSCDL after giving an opportunity to the Concessionaire of being heard, if the work is not completed or maintained to its satisfaction. The reasons for repudiation shall be recorded by the PSCDL.



16.23 Legal Proceeding

All Legal proceedings, if necessary arises to institute may by any of the parties (PSCDL or Concessionaire) shall have to be lodged in Court situated in Puducherry and not elsewhere.

16.24 Failure of Breach of Contract

In case of breach of the contract, full/part of Performance guarantee can be forfeited and the action against defaulting firms may be taken like Black listing, suspension of business, banning of business etc. along with termination of the contract by PSCDL, without any compensation to the Concessionaire.

16.25 Termination

16.26 Concessionaire's default

The PSCDL shall be entitled to terminate this Contract for the following reasons attributable to the Bidder, unless arising as a result of a Force Majeure Event

- a) Non-performance of material obligations or failure to perform under this Contract .
- b) Not providing timely repairs and maintenance and redistribution resulting in in non-functioning the Digital Smart Kiosk Infrastructure Solutions.
- c) Repeated non-performance even after giving notices.

16.27 Consequences of termination by PSCDL

If the PSCDL, with reasonable grounds, terminates the contract under Clause 16.26 above, the Security Deposit, and any other sums of the Concessionaire with the PSCDL, shall be forfeited and action shall be taken against him as per General Conditions of Contract, if deemed appropriate.



16.28 Indemnification

The Concessionaire to indemnify the PSCDL against the following:

- a) The Concessionaire shall at its own expense make good any physical loss or damage to the units occasioned by it in the course of the performance of its obligations under this Contract if and to the extent such loss or damage is caused by the willful misconduct or failure to follow Good Engineering Practices of the Concessionaire,
- b) The Bidder shall indemnify, defend and hold harmless the PSCDL and its officers, employees, agents and affiliates against any and all claims of loss, damage and expense of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties and in respect of loss of or damage to any third party to the extent that the same arises out of:
 - i. Any breach by the Concessionaire of its obligations hereunder.
 - ii. Any negligent act or omission on the part of the Concessionaire, its sub Concessionaires or their respective agents or employees, and
 - iii. Any willful misconduct or breach of statutory duty on the part of the Bidder, its sub Concessionaires or their respective agents and employees.
 - iv. Any other event where such indemnification has been expressly mentioned in this Conditions of Contract for Operation and Maintenance.

17 General Requirements

- a) The Applicant shall acquaint himself with the proposed site of work, its approach roads, working space available before submitting the bid.
- b) If for any reason, any area in whole or part is not available for work, the agreed execution schedule shall be suitably modified. However, under no circumstances the Concessionaire shall be entitled to any relaxation, whatsoever, on this ground and he shall re-organize his resources to suit the modified schedule.
- c) The project cost on the part of the Applicant would include the cost of hardware, software, civil, electrical works, manpower and other costs. There will be recurring annual cost associated with operation and maintenance of these facilities as per the scope of the work defined in the Tender document.
- d) The Concessionaire shall be responsible for the operations and maintenance as per the



terms set out in the Tender document.

- e) If during the course of execution of the project any minor revisions to the work requirements like technical specifications, equipment sizing, etc. are to be made to meet the goals of the project; such changes shall be carried out without any cost. The quantities of hardware and software items if any as mentioned in this Tender document are indicative.
- f) **LOST PROFITS/CONSEQUENTIAL DAMAGES:** In no event shall either party be liable for any lost profits or consequential damages arising out of, or relating to this Agreement.

17.1 Ownership

PSCDL shall have an absolute & exclusive right/title/interest in Digital Smart Kiosk facilities and in no way shall the user of such property for implementing, managing and operating these facilities imply of granting any title or ownership to the Concessionaire.

18 Administrative Guidelines

- a) This section describes the administrative guidelines, policies and procedures to be followed by the Concessionaire while undertaking operational activities. PSCDL is particular about safeguarding the aesthetics and regulatory norms of Puducherry and expects the Concessionaire to strictly abide to the same. This includes, but is not limited to, approach related to operational activities, safety and security aspects, repair and maintenance, vandalism, damage to public property, misuse of public amenities, misuse of public space and other key PSCDL requirements. The Concessionaire is responsible for adhering to the following administrative guidelines:
 - PSCDL reserves the right to intervene at any point throughout the Concession Agreement for all administrative, operation and maintenance activities.
 - Any civil and architectural work or structural changes required while implementation should go through proper approvals from PSCDL. Every plan that is submitted would be reviewed and approved with necessary amendments (if any) by the Project Implementation Committee of PSCDL based on the project plan. The Concessionaire is responsible for incorporating the amendments proposed by the Project Implementation Committee, and submit the revised plan for approval to PSCDL. All civil and architectural changes are to be implemented by the Concessionaire only after the plans are approved by PSCDL.
 - All regulatory approvals required for executing this project, acquired from concerned parties (Public and Private) should be planned and arranged by the Concessionaire. PSCDL will extend assistance in getting the requisite permission



from statutory bodies in this regard.

- The Concessionaire shall be responsible to keep all the tangible and intangible assets under this Agreement in good, operational and serviceable conditions at all times.
 - The Concessionaire shall not cause any damage to Government buildings / other premises / property/ public places etc. If any damage occurs, the Concessionaire will perform necessary restoration work with their own cost.
 - The work of Concessionaire shall be subject to inspection at various stages. The Concessionaire shall abide and follow all Safety and Security Regulations and practices at all times. The Concessionaire should not use any sub-standard products at any point of time.
 - The Concessionaire would also be required to maintain a centralized service management and monitoring system at the Central Control Center, which will track new installations, complaints, issues logged by the Technical team, PSCDL and public.
- b) All the hardware and software supplied and replaced should be new and from reputed OEMs as per the Tender document. The Concessionaire shall ensure that the products procured are of the OEM (Original Equipment Manufacturer) proposed in the bid. The material shall be checked/ validated/ audited through agency identified by PSCDL, along with Quality tests before dispatching to site or thereafter. The Concessionaire is responsible to check and validate all material including hardware, software and peripherals and provide the list of the same to PSCDL before installation.

19 Operation and Maintenance (O&M) Guidelines

The Concessionaire shall follow the following Operation and Maintenance guidelines:

- a) The Concessionaire has to adhere to the operation and maintenance policies and procedures, as directed by PSCDL, for managing and operating the Project. This includes (but not limited to) approach related to manpower, resources, vendor management, security, customer service, repair and maintenance of Digital Smart Kiosk solution components and other primary functions, user manuals, technical manuals, financial management, risk management, life/safety management, employee management and administrative policies and procedures. It also includes the key elements of a management plan for this project to include considerations for cost containment/ expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, enhanced economic impact generation and more which would be some of the key functionalities for the



- project operational characteristics.
- b) Concessionaire will be responsible to deploy on-field and off-field (but on-site at PSCDL) resources for appropriate up-keeping, maintenance, and operation of all network, hardware, and software components, and ensure smooth functioning of the project throughout the entire concession period of 10.5 years. The Concessionaire has to manage all Digital Smart Kiosk terminals (21 Locations) and assist the users till they get familiarized with the operation.
 - c) The Central Control Center will be hosted and operated at premises provided by PSCDL(if available). Concessionaire will operate and maintain all equipment installed at Data Centre. Day to day operations at Central Control Centre will be monitored and operated by the Concessionaire. All the hardware and software issues will be the responsibility of the Concessionaire.
 - d) The comprehensive Operations and Maintenance (O&M) period for all sensors, devices, equipment and its related hardware, software, electrical and network infrastructure components supplied and installed for this project including configuration of servers, desktops, routers, switches, firewall, Surveillance Cameras, LED displays, digital signages and various other active and passive components along with repair, replacement of parts, sensors, providing spare parts, updating, security alerts and patch updating, regular backup of the data etc. shall be upto a period of 10.5 years from the date of signing of concession agreement and handing over of Digital Smart Kiosk terminal (at 21 locations) to the PSCDL. The Concessionaire shall provide comprehensive on-site warranty for all the hardware items and peripherals, both on field and inside the Central Control Centre throughout the concession period.
 - e) The Concessionaire shall depute adequate manpower as full time dedicated onsite team. The team shall be deputed to identify, acknowledge, troubleshoot, manage, replace and repair the hardware/ system software. The team shall undertake day-to-day troubleshooting and maintenance requirements for this project.
 - f) The team shall also be responsible for regular monitoring of all the equipment, proactively perform warranty checks, and generate monitoring reports.
 - g) The team shall be required to take regular backup of the application data as per the frequency defined by PSCDL. Security and safety arrangements for safe custody of the backup data shall also be the responsibility of Concessionaire.
 - h) The Concessionaire shall ensure that the team has appropriate skill-sets for managing data centre, networking, and hardware and application software tools. The Concessionaire shall ensure that the instruction manuals, technical manuals and user manuals supplied by the manufacturer/ OEMs/ Concessionaire are referred,



referenced, reviewed and maintained up-to-date at all times.

- i) All patches and updates to any software and hardware devices shall be provided by the Concessionaire without any additional costs throughout the tenure of the Concession Agreement.
- j) PSCDL reserves the right to ask for replacement of any hardware, software and network components if it is not from a reputed brand and does not conform to all the requirements specified in the Tender document.
- k) After completing life of equipment, the Concessionaire has to replace them with new hardware / software of same or better specifications free of cost throughout the concession period.
- l) During the concession period, if any hardware or software needs to be replaced, the same will be replaced with same or better OEM and with same or higher configuration free of cost.

20 Passive Cabling Guidelines

- a) The Concessionaire is required to carry out all work related to passive cabling under the scope of this project. All work under passive cabling should be governed by a set of standards that specify wiring data centers, offices, and other buildings for data or voice communications, using fiber cables, category 5 (CAT 5E), category 6 (CAT 6), category 6A (CAT 6A) and modular sockets will be used as per requirement of data transfer. All material used shall be conforming to relevant ISO Standards.
- b) The Concessionaire should ensure that appropriate communication channels are setup for data, voice along with wireless compatibility. The Concessionaire should ensure that the cable layouts are neat and distinguishable. The termination of cables needs to be planned for future expansion of scope.

21 No nuisance clause

The Applicant shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties during execution of work.

22 Work Hindrance due to restrictions

- a) In the event of any restrictions being imposed by the PSCDL, security agencies, traffic agencies, or any other authority in the working area, Concessionaire shall strictly follow such restrictions and nothing shall be excused from doing the stipulated work on this account. The loss of time on this account, if any, shall have to be made by deploying additional resources to complete the work in time. Other restrictions are



given as under:-

- b) The Concessionaire shall be responsible for behaviour and conduct of his staff. The Concessionaire shall engage no staff with doubtful integrity or having a bad record;
- c) The workers of the Concessionaire should strictly observe code of conduct and manner befitting security. If any employee of the Concessionaire fails to absolve proper conduct, the Concessionaire shall be liable to remove him from deployment, immediately in receipt of the instructions of the PSCDL;
- d) The Concessionaire shall be responsible for the conduct and behaviour of its workers employed for the work;
- e) The PSCDL shall have the right to have any person removed who is considered unacceptable due to the reasons of security, efficiency, conduct and the likes. Similarly, Concessionaire reserves the right to change the staff as per its requirement;
- f) The PSCDL shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the Concessionaire consequent upon any injury/ mishap.

23 Third Party Audit

- a) PSCDL shall establish appropriate processes for notifying the successful bidder of any shortcomings from defined requirements at the earliest instance after noticing the same to enable the successful bidder to take corrective action. All gaps identified shall be addressed by the successful bidder immediately. It is the responsibility of the successful bidder to take any corrective action required to remove all shortcomings, before/during the roll out of the project. PSCDL may get the acceptance testing done either on its own or through a third party. It is to be noted that the involvement of the third party for acceptance testing and certification, does not absolve the successful bidder of his responsibilities to meet all SLAs as laid out in this RFP document.
- b) The PSCDL may also get the system audited either on its own or through a third party at any stage to ensure the success of the project.
- c) Such third-party agency for carrying out the acceptance testing and certification of the entire solution shall be nominated by the PSCDL.

24 Change Request

- a) PSCDL may at any time, by a written order given to the SI, make changes in scope of the work or schedule of services as specified in the RFP document.
- b) All changes outside the scope of work or Schedule of Services having financial implications in terms of the overall cost/ time of the project, shall be undertaken by the SI, only after securing the express consent of the PSCDL.



- c) While approving any change request, if required, PSCDL may ask the SI to deploy the required resources on-site.
- d) The change request/ management procedure will follow the following steps:
 - (i) Identification and documentation of the need for the change: The information related to initiator, initiation date and details of change required and priority of the change will be documented by PSCDL.
 - (ii) Analysis and evaluation of the Change Request: Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the SI.
 - (iii) Approval or disapproval of the change request: PSCDL will approve or disapprove the change requested including the additional payments (as per the quoted man-month rate), after discussion with SI on the impact of the change on schedule. Any change request where the total man-month effort requirement is up to the 15 man-days shall not be considered as change request.
 - (iv) Implementation of the change: The change will be implemented in accordance to the agreed cost, effort, and schedule by the SI.
 - (v) Verification of the change: The change will be verified and tested by the PSCDL on completion of implementation of change request prior to deployment on the production server.
Any change request shall be dealt with in accordance with the Change Control Schedule set out in this RFP.

25 Acceptance Testing

SI should self-certify the work which will be implemented during the pre-implementation phase and provide the reports with all compliance to functional and non-functional requirements defined in this RFP. SI will do the beta testing for at least 1 month before handing the entire Digital Smart Kiosk infrastructure solution to PSCDL before project Go-Live.

The primary goal of Acceptance Testing, Audit & Certification is to ensure that the system meets requirements, standards, and specifications as set out in this RFP and as needed to achieve the desired outcomes. The basic approach of this will be ensuring that the following requirements are associated with clear and quantifiable metrics for accountability:

- 1) Refined Functional requirements
- 2) Infrastructure Compliance Review
- 3) Availability of Services in the defined locations
- 4) Performance and Scalability
- 5) Application Security



6) SLA Reporting System

7) Project Documentation

As part of Acceptance testing, performed through a third party agency , PSCDL shall review all aspects of project development and implementation covering software and hardware including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to defined requirements, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.

PSCDL will establish appropriate processes for notifying the Selected Bidder of any deviations from defined requirements at the earliest instance after noticing the same to enable the Selected Bidder to take corrective action. Such an involvement of the Acceptance Testing & Certification agencies, nominated by PSCDL, will not, however, absolve the SI of the fundamental responsibility of designing, developing, installing, testing and commissioning the various components of the project to deliver the services in perfect conformity with the SLAs.

Following discusses the acceptance criteria to be adopted for system as mentioned above:

1) Refined Functional Requirements Review

The system developed/customized by the Selected Bidder shall be reviewed and verified by the agency against the Refined Functional Requirements/ SRS. Any gaps, identified as a severe or critical in nature, shall be addressed by the Selected Bidder immediately prior to Go-live of the system. One of the key inputs for this testing shall be the traceability matrix to be developed by the Selected Bidder from the system. Apart from Traceability Matrix, an agency may develop its own testing plans for validation of compliance of the system against the defined requirements. The acceptance testing w.r.t. the refined functional requirements shall be performed by both independent third-party agencies (external audit) as well as the select internal departmental users (i.e. User Acceptance Testing).

2) Infrastructure Compliance Review

Third party agency shall perform the Infrastructure Compliance Review to verify the conformity of the Infrastructure supplied by the Selected Bidder against the requirements and specifications provided in the RFP and/or as proposed in the proposal submitted by the Selected Bidder. Compliance review shall not absolve Selected Bidder from ensuring that proposed infrastructure meets the SLA requirements.



3) Security Review

The software developed/customized for the system shall be audited by the agency from a security & controls perspective. Such audit shall also include the IT infrastructure and network deployed for the system. Following are the broad activities to be performed by the Agency as part of Security Review. The security review shall, subject the system for the following activities:

- a) Audit of Network, Server and Application security mechanisms
- b) Assessment of authentication mechanism provided in the application /components/ modules
- c) Assessment of data encryption mechanisms implemented for the solution
- d) Assessment of data access privileges, retention periods and archival mechanisms
- e) Server and Application security features incorporated etc.

4) Performance

Performance is another key requirement for the system and the agency shall review the performance of the deployed solution against certain key parameters defined in SLA described in this RFP and/or agreement between PSCDL & Selected Bidder.

Such parameters include request-response time, workflow processing time, concurrent sessions supported by the system, Time for recovery from failure, Disaster Recovery drill, etc. The performance review also includes verification of scalability provisioned in the system for catering to the requirements of application volume growth in the future.

5) Availability

The system should be designed to remove all single point failures. Appropriate redundancy shall be built in all the critical components to provide the ability to recover from failures. The agency shall perform various tests to verify the availability of the services in case of component/location failures. The agency shall also verify the availability of services to all the users in the defined locations.

6) SLA Reporting System

The Selected Bidder shall provide the tool to monitor the performance indicators listed under SLA prescribed in this RFP. The Acceptance Testing & Certification agency shall verify the accuracy and completeness of the information captured by the SLA monitoring system implemented by the Selected Bidder and shall certify the same.

7) Project Documentation

The Agency shall review the project documents developed by Selected Bidder including requirements, design, source code, installation, training and administration manuals, version control etc. Any issues/gaps identified by the Agency, in any of the above areas, shall be addressed to the complete satisfaction of PSCDL.



26 Data Ownership

All the data created as the part of the project shall be owned by PSCDL. The SI shall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the SI only as per the IT Security Policy, approved by PSCDL. PSCDLs authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the SI Vendor to data / system security.

27 Intellectual Property Rights

- a) For the customized solution developed for the project, IPR of the solution would belong exclusively to the PSCDL. The SI shall transfer the source code to PSCDL at the stage of successful implementation of the respective Smart Kiosk component stream. SI shall also submit all the necessary instructions for incorporating any modification / changes in the software and its compilation into executable / installable product. PSCDL may permit the SI, right to use the customized software for any similar project being executed by the same SI, with payment of reasonable royalty to PSCDL for the same.
- b) Deliverables provided to PSCDL by System Integrator during the course of its performance under this Agreement, all rights, title and interest in and to such Deliverables, shall, as between System Integrator and PSCDL, immediately upon creation, vest in PSCDL. To the extent that the System Integrator Proprietary Information is incorporated within the Deliverables, System Integrator and its employees engaged hereby grant to PSCDL a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), use and copy derivative works for the benefit of and internal use of PSCDL.

28 Exit Management

(i) Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 6 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the SI. The exit management period ends on the date agreed upon by the PSCDL or Six months after the beginning of the exit management period, whichever is earlier.



(ii) Confidential Information, Security and Data

Systems Integrator will promptly on the commencement of the exit management period, supply to the PSCDL or its nominated agencies the following:

- a) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Digital Smart Kiosk Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;
- b) Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Successful Bidder in a readily available format.
- c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the PSCDL and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition the provision of the Services to PSCDL or its nominated agencies, or its Replacing Vendor (as the case may be).

(iii) Employees

Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to PSCDL a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, PSCDL or Replacing Vendor may make an offer of contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the PSCDL or any Replacing Vendor.

(iv) Rights of Access to Information

At any time during the exit management period, the Successful Bidder will be obliged to provide an access of information to PSCDL and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to the Digital Smart Kiosk project.

(v) Exit Management Plan

Successful Bidder shall provide PSCDL with a recommended exit management plan ("Exit Management Plan") within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.



- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b) Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- c) Plans for provision of contingent support to the Digital Smart Kiosk project and Replacement Vendor for a reasonable period (minimum one month) after transfer.
- d) Successful Bidder shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
- e) Each Exit Management Plan shall be presented by the Successful Bidder to and approved by PSCDL or its nominated agencies.
- f) During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.

29 Proposed Manpower

Below is the list of manpower proposed for the project:

1. Project Manager

- MBA and B.Tech in Information Technology / Computer Science / Electronics
- With at least 8 years of experience in handling PPP / IT projects.

2. Solution Architecture

- B.Tech in Information Technology / Computer Science / Electronics
- with at least 5 years of experience in handling IT projects

3. Support Engineer / Site Engineer

- B.Tech in Civil
- with at least 3 years of experience in handling infrastructure projects (including engineering drawings, site preparation, civil parameters)

30 PSCDL Right to Advertisement

After every 10 minutes of the time used by concessionaire. PSCDL information will be displayed for two minutes. The concessionaire will design the content for the same and display it on the advertisement panels.



31 Loss and Theft of Property

- a) The Concessionaire shall be responsible for the up keeping of all the assets created and any loss and damage thereof shall be made good by him immediately at his own cost to continue the services under the scope of Tender document available for use. If Concessionaire fails to create new assets which are damaged by theft or any other reason and Services are affected then the penalties will be levied for not meeting the desired level of SLA. If the level of services goes below the minimum level as prescribed in the SLA then PSCDL will get it done at risk and cost of the Concessionaire or take any suitable action including termination of Concession Agreement.

31.1 Punitive Clause

31.1.1 Liquidated Damages (LD) for delay

PSCDL will impose LD on the Concessionaire for not meeting the post Implementation Service Level Agreements (SLAs). This would be supported by the respective facts and figures. The quantum of fine would be decided on case to case by PSCDL.

SLAs during implementation: These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable. These SLAs will be applicable from the day of commissioning of the project.

31.1.2 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 Puducherry, and other statutory and related bodies, as amended from time to time. The Concessionaire should also safeguard the Application Security and Application Integrity. LD would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches.
- b) 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 PSCDL.
 - 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.
- c) For any of the breach for the above-mentioned category, a LD would be levied on the Concessionaire for every instance of occurrence and if not responded within the



agreed timeline and response time, then PSCDL has the right to take necessary action. The response time refers to immediate remedial action taken and preventive measures updated by the Concessionaire on occurrence of the event.

- d) Guidelines Breach includes non-compliance to certain guidelines as set by various agencies like Ministry of Electronics and Information Technology, Department of Telecommunications, 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.

31.1.3 No Damage Clause

- a) Penalties shall not be levied on the Concessionaire in the following cases:
- i. In case of a force majeure event affecting the SLA which is beyond the control of the Concessionaire, Force Majeure events shall be considered in line with the Force Majeure clause mentioned in this Tender document.
 - ii. Theft cases by default/ vandalism would not be considered as “beyond the control of Concessionaire”. Hence, the Concessionaire should be taking adequate anti-theft measures, spares strategy, Insurance and other safe measures as required to maintain the desired required SLA.

32 Events of Default and Termination

32.1.1 Events of Default

Any of the following events shall constitute an event of default.

- a) The Concessionaire has failed to adhere to the project execution requirements and the Implementation Schedule and such failure, in the reasonable estimation of the Engineer-in-Charge, is likely to delay complete implementation of the scope of work defined in this Tender document beyond 8 weeks of the Scheduled Date;
- b) The Concessionaire has failed to complete implementation of the scope of work defined in this Tender document beyond 8 weeks of the Scheduled Date;
- c) The Concessionaire is in Material Breach of O&M Requirements;
- d) Any representation made or warranties given by the Concessionaire under this Tender document is found to be false or misleading;
- e) The Concessionaire has created any Encumbrance on the Project Site in favour of any Person, as otherwise expressly permitted under this Tender document;
- f) The Concessionaire has failed to ensure minimum shareholding requirements.



- g) A resolution has been passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire;
- h) Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction except for the purpose of amalgamation or reconstruction with the prior consent of PSCDL, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Tender document, and provided further that:
 - i) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Tender document;
 - j) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Tender document and has a credit worthiness at least as good as that of the Concessionaire as at Commencement Date; and Tender document remains in full force and effect.
- k) The Concessionaire has abandoned the Project Facilities.
- l) The Concessionaire has repudiated this Tender document or has otherwise expressed an intention not to be bound by this Tender document.
- m) The Concessionaire has suffered an attachment levied on any of the assets located or comprised in the Project Site/Project Facilities, causing a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 days.
- n) The Concessionaire has otherwise been in Material Breach of any of its other obligations and terms and conditions under this Tender document.
- o) The Concessionaire is not able to meet the SLAs minimum requirements at all the times or otherwise.
- p) The Concessionaire reporting bankruptcy to the PSCDL, or any appropriate statutory forum.
- q) If the Concessionaire or any of its principal officers is involved in any moral turpitude or any illegal activity in the understanding of the PSCDL or is convicted by any orders of the Court.
- r) If the PSCDL has a reason to believe that the Digital Smart Kiosk Infrastructure Solution contract has been transferred/sold or in any way alienated to any third party or that the Kiosk infrastructure has been leased, sub-leased, rented or sub-let or in



- any way alienated or if any money/loan has been raised/procured by pledging, mortgaging or otherwise such Kiosk space
- s) The Concessionaire permitted to use the allotted Kiosk space / Infrastructure with prior approval of PSCDL. The all expenses for setting up additional facilities shall be borne by the Concessionaire
 - t) If the Concessionaire makes any encroachment on the public land.
 - u) If the Digital Smart Kiosk facility is constructed in such a way that it obstructs the passage for the pedestrian traffic.
 - v) If the Concessionaire obstructs the entry of Chairperson/ Commissioner/Deputy Commissioner/project engineers of the PSCDL or any other Officer authorized by him/her.
 - w) If the Concessionaire obstructs the entry of any elected representatives of the Indian Federal System governing the PSCDL and their respective officers authorized by him/her.
 - x) If the Concessionaire does not resolve the complaints of the citizen/PSCDL within the reasonable time.
 - y) If the Concessionaire puts up any super-structure in contravention of the terms & conditions.