

# AMRITSAR SMART CITY LIMITED

SCO – 21, 2<sup>nd</sup> Floor, District Shopping Complex, B-Block, Ranjit Avenue,  
Amritsar 143001 | Email: ceoasclsr@gmail.com | Tel: + 91-183-5015048



## REQUEST FOR PROPOSAL

for

Selection of Service Provider for  
Public Wi-Fi Implementation

in Heritage walk area of the Golden Temple in Amritsar  
(4<sup>th</sup> Call)

Bid No: 18/ASCL/2018-19

Issued on 6<sup>th</sup> March 2019

## Glossary of Terms

Abbreviation	Description
AAA	Authentication, Authorization and Accounting
AP	Access Point
ASCL	Amritsar Smart City Limited
ATSS	Advanced Traffic Shaping Software
DHCP	Dynamic Host Configuration Protocol
Gbps	Giga Bits Per Second
GHz	Giga Hertz
ISP	Internet Service Provider
LD	Liquidity Damages
MAC	Media Access Control
Mbps	Mega Bits Per Second
MTTR	Mean Time To Repair
NMS	Network Management System
NPV	Net Present Value
O&M	Operations & Maintenance
PoE	Power over Ethernet
RFP	Request for Proposal
RSSI	Received Signal Strength Indicator
SFP	Small form-factor pluggable
SLA	Service Level Agreement
UPS	Uninterruptible Power Supply
Wi-Fi	Wireless Fidelity
WIPS	Wireless Intrusion Prevention System

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## 1 Notice Inviting Tender

Date: 06/03/2019

Amritsar Smart City Limited (ASCL), having its office at 2<sup>nd</sup> Floor, SCO- 21, District Shopping Complex, B-Block, Ranjit Avenue, Amritsar 143001 invites responses (“Proposals”/“Bids”) to this Request for Proposal (“RFP”) from eligible Bidders to be appointed as Service Provider for Public Wi-Fi Implementation in Heritage walk area of the Golden Temple in Amritsar.

Interested Bidders are advised to study this RFP carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Interested Bidders may download the RFP from the websites listed in Section 2 Fact Sheet. Any subsequent corrigenda/clarifications shall also be made available on these websites.

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

A firm shall be selected under procedures described in this RFP.

Chief Executive Officer  
Amritsar Smart City Limited (ASCL)  
SCO – 21, 2<sup>nd</sup> Floor, District Shopping Complex,  
B-Block, Ranjit Avenue, Amritsar 143001

## 2 Fact Sheet

Tender Inviting Authority	Amritsar Smart City Limited
Name of Project Work	Selection of Service Provider for Public Wi-Fi Implementation in Heritage walk area of the Golden Temple in Amritsar
Bid Reference No.	18/ASCL/2018-19
Place of availability of Tender Documents (RFP)	<ul style="list-style-type: none"> <li>• <a href="https://eproc.punjab.gov.in/nicgep/app">Punjab State Tendering Portal</a> <a href="https://eproc.punjab.gov.in/nicgep/app">https://eproc.punjab.gov.in/nicgep/app</a></li> <li>• <a href="http://www.smartcityamritsar.com">www.smartcityamritsar.com</a></li> <li>• <a href="http://www.amritsarcorp.com">www.amritsarcorp.com</a></li> <li>• <a href="http://www.pmidc.punjab.gov.in">www.pmidc.punjab.gov.in</a></li> </ul>
Place of submission of Bids	Punjab State Tendering Portal : <a href="https://eproc.punjab.gov.in/nicgep/app">https://eproc.punjab.gov.in/nicgep/app</a>
Tender Document (RFP)	Request for Proposal Document
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Service / Goods / Works)	Services
Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/Sell)	Service
Re-bid submission allowed by the Bidder (Yes/No)	Yes (on/before the last date and time of bid submission)
Is Offline Submission Allowed (Yes/No)	No
Withdrawal Allowed (Yes/No)	Yes (on/before the last date and time of bid submission)
Is Multi Currency Allowed	No (Only Indian Rupees)
Date of release of RFP (4 <sup>th</sup> Call)	6 <sup>th</sup> March 2019
One time Procurement	Yes
Bid Validity days (180/120/90/60/30)	180 days
Location (Work / Services / Items / As per RFP)	As per RFP
Cost of Tender Document	Rupees Ten Thousand only (INR 10,000/-) To be paid <b>online</b> on the eProcurement Portal.
Bid Security / Earnest Money deposit (EMD)	Rupees Four Lacs only (INR 4,00,000/-) To be paid <b>online</b> on the eProcurement Portal
Nature of Bid Process	Two stage bidding 1. <b>Technical Bid</b> 2. <b>Commercial Bid</b>
Method of Selection	Least Cost / Lowest Cost (L1)
Start date and time for Submission of Bids	06 <sup>th</sup> March 2019 at 17:00 hrs
Last date and time for Submission of Bids	11 <sup>th</sup> March 2019 at 11:00 hrs



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Opening of Technical Bids	11 <sup>th</sup> March 2019 at 11:30 hrs
Opening of Commercial Bids	To be notified to the Technically Qualified bidders
Name and Address of correspondence	Chief Executive Officer, Amritsar Smart City Limited SCO – 21, 2 <sup>nd</sup> Floor, District Shopping Complex, B-Block, Ranjit Avenue, Amritsar 143001 Email <a href="mailto:ceoasclar@gmail.com">ceoasclar@gmail.com</a> Tel: + 91-183-5015048

### 3 Project Background

Amritsar is the Heritage City in north India, where lakhs of tourists visit daily. People reach Amritsar by Train, Bus or Air. As they reach Amritsar, they are keen to know about the City, Religious places to visit, Historical Monuments, Hotels and Restaurants etc.

To facilitate people connect to internet at faster speeds, RailTel has provided free Wi-Fi internet at Amritsar Railway Station in association with Google.

Wi-Fi services to passengers are being provided under 'Railwire', the retail Broadband distribution model of RailTel. Railwire Wi-Fi is available to any user who has a working mobile connection on a smartphone.

In order to meet the increasing demand for free Wi-Fi hotspots, administration has planned public Wi-Fi services at key location of Amritsar city – The Heritage Walk area of Golden Temple.

ASCL shall encourage monetization of Wi-Fi Services, in order to make the overall project a self-sustainable model. The Successful Bidder/Service Provider may create following revenue streams (indicative)

- Revenue from Internet surfers beyond the free time / minimum download
- Innovative services to the users / corporates by use of Wi-Fi network
- Advertisement on the Mobile App/device

## 4 Instructions to Bidders

### 4.1 Instructions for Online Bid Submission

- 4.1.1 This RFP has been published on the e-Procurement portal of Punjab Government (URL: <https://eproc.punjab.gov.in/nicgep/app>). The Bidders are required to submit soft copies of their bids electronically on the e-Procurement Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Procurement Portal.
- 4.1.2 Bidders are advised to refer “Bidders Manual Kit” thoroughly on <https://eproc.punjab.gov.in> for detailed information on Registration and submission of the Bids. The information given in the Section 4.2 to 4.5 is indicative only.

### 4.2 Registration

- 4.2.1 The Bidders can login to e-Procurement – portal in secure mode only by signing through the Digital certificates
- 4.2.2 Bidders are required to enrol on the e-Procurement portal of Punjab Government (URL: <https://eproc.punjab.gov.in/nicgep/app>) by clicking on the link “Online Bidder enrolment”. Enrolment on the Government eProcurement Portal is free of charge
- 4.2.3 As part of the enrolment process, the Bidders shall be required to choose a unique username and assign a password for their accounts
- 4.2.4 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Procurement Portal
- 4.2.5 Upon enrolment, the Bidders shall be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile
- 4.2.6 Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse
- 4.2.7 Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/eToken

### 4.3 Searching for Documents

- 4.3.1 There are various search options built in the e-Procurement Portal, to facilitate Bidders to search active tenders/RFP by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the e-Procurement Portal.
- 4.3.2 The Bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk / ASCL

#### **4.4 Preparation of Bids**

- 4.4.1 Bidder should take into account any corrigendum published on the tender document/RFP document before submitting their bids
- 4.4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 4.4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/XLS/RAR/DWF formats. Bid documents may be scanned with 100 dpi with black and white option

#### **4.5 Submission of Bids**

- 4.5.1 Bidder should log into the site well in advance for bid submission so as to upload the bid within the timeframe i.e. on or before the bid submission time. Bidder shall be solely responsible for any delay due to other issues.
- 4.5.2 Bidder has to digitally sign and upload the required bid documents one by one as indicated in the RFP
- 4.5.3 Standard formats have been provided in the RFP to be filled by all the Bidders. Bidders are requested to note that they should necessarily submit their bids in the format provided and no other format is acceptable.
- 4.5.4 The Commercial Bid Template/s has been provided in the RFP to be filled by all the Bidders. Bidders are requested to note that they should necessarily submit their commercial bids in the format provided and no other format is acceptable.
- 4.5.5 The server time (which is displayed on the Bidders' dashboard) shall be considered as the standard time for referencing the deadlines for submission of the bids by the Bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- 4.5.6 All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 4.5.7 The uploaded bid documents become readable only after the tender opening by the authorized bid openers
- 4.5.8 Upon the successful and timely submission of bids, the portal shall give a successful bid submission message & a bid summary shall be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.5.9 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **4.6 Assistance of Bidders**

- 4.6.1 Any queries relating to the RFP and the terms and conditions contained therein should be addressed to the ASCL at address mentioned in the Section 2 – Fact Sheet

- 4.6.2 For queries relating to the process of online bid submission or queries relating to eProcurement Portal in general Bidders may visit “Contact Us” section of <https://eproc.punjab.gov.in>

#### **4.7 Cost of Bid**

- 4.7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, applicable eProcurement Portal Fee if so desired by the ASCL. The ASCL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

#### **4.8 Contents of RFP**

- 4.8.1 The Bidder is expected to examine all Sections and Annexures in the RFP and furnish all information as stipulated therein

#### **4.9 Amendment of the RFP**

- 4.9.1 At any time prior to the last date and time for bid submission, the purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by an amendment. The amendment shall be notified on e-Procurement Portal (<https://eproc.punjab.gov.in/nicgep/app>) and should be taken into consideration by the prospective agencies while preparing their bids.
- 4.9.2 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids
- 4.9.3 Bidders are advised to visit this website regularly to keep themselves updated as any change/modification in the RFP shall be intimated through eProcurement portal only.

#### **4.10 Language of Bids**

- 4.10.1 The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Purchaser, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern

#### **4.11 Documents Comprising the Bids**

The bid prepared by the Bidder shall comprise of the following components:

##### **4.11.1 Technical Bid**

The Technical Bid shall comprise of the following:

- a. Form A.1: Bid submission cover letter
- b. Form A.2: Technical bid compliance checklist along with mandatory supporting documents
- c. Form A.3: Turnover and Net worth Certificate
- d. Form A.4: Conflict of Interest

- e. Form A.5: Format for Power of Attorney executed in favour of the Authorized Signatory
- f. Form A.6: Project Citation Case Studies
- g. Form A.10: Non-Disclosure Agreement
- h. Form A.11: Affidavit certifying that Bidder is not blacklisted
- i. Form A.13: Memorandum of Understanding (MOU) for Joint Bidding (if applicable)
- j. Form A. 14: Pending litigations

#### 4.11.2 Commercial Bid

The Commercial Bid shall comprise of the following:

- a. Form A.7: Commercial Bid Letter (Company Letter head)
- b. Form A.8: Commercial Bid

### 4.12 Procedure for Submission of bids

4.12.1 The bid prepared by the Bidder shall comprise of the following cover (to be uploaded at e-procurement portal as individual files):

#### a. Technical Bid

- Technical Bid shall comprise of all the documents (in PDF format) mentioned in Clause 4.11.1 **Technical Bid** and uploaded on the e-Procurement portal (<https://eproc.punjab.gov.in/nicgep/app>)
- Bidder shall also submit in original the **Form A.5: Power of Attorney** executed in favour of the Authorized Signatory' in the envelope duly sealed. The address of ASCL, name and address of the Bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a sentence "NOT TO BE OPENED BEFORE the Date and Time of Bid Opening". If the envelope is not marked as specified above, ASCL shall not assume any responsibility for its misplacement, pre-mature opening etc.

#### b. Commercial Bid

- Commercial Bid shall comprise of all the documents (in PDF format) mentioned in Clause 4.11.2 **Commercial Bid** and uploaded on the e-Procurement portal (<https://eproc.punjab.gov.in/nicgep/app>)

**Note:** Prices should not be indicated/mentioned in the Technical Bid but should only be mentioned in the Commercial Bid.

4.12.2 The Bidder (including Parent/ Holding Entity & all its subsidiaries) shall submit only one (1) bid in response to the RFP. If the Bidder submits more than one bid, it shall be subject to disqualification of Bidder and shall also cause the rejection of all the bids which such Bidder has submitted.

4.12.3 During Bid evaluation, if required ASCL may seek additional document(s) / clarification(s) from bidder.

### 4.13 Bid Prices

4.13.1 The Bidder shall indicate in the Section Form A.8: Commercial Bid Format , the Total Service Fee of the services, it proposes to provide under the Contract. Prices should be shown separately for each item.

4.13.2 In absence of information requested in above Clause, a bid may be considered incomplete and be summarily rejected

4.13.3 **Bidder is expected to carry out, at their own cost, due diligence as may be required to submit their Proposals for Public Wi-Fi Implementation in Heritage walk area of the Golden Temple in Amritsar.**

#### 4.14 Firm Prices

4.14.1 Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever.

4.14.2 The Commercial bid should clearly indicate the price to be charged and Taxes shall be applicable as per actuals. It is mandatory that such charges wherever applicable/payable should be indicated separately. However, should there be a change in the applicable taxes, the same may apply.

#### 4.15 Bidder Qualification

4.15.1 The "Bidder" as used in the RFP shall mean the one who has signed the Tender Form. The Bidder shall be **Authorised Signatory** or his duly **Authorized Representative**, in either cases the Bidder shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the authorized representative and the Director or the Authorised Signatory.

4.15.2 It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or a company

4.15.3 The authorization shall be indicated by **written Power-of-Attorney** accompanying the bid

4.15.4 The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be **annexed to the bid**

4.15.5 Any change in the Director or the Authorised Signatory or his duly Authorized Representative shall be intimated to ASCL in advance

#### 4.16 Earnest Money Deposit (EMD)

4.16.1 The Bidder shall furnish, as part of its bid, an **Earnest Money Deposit (EMD)** of the amount mentioned in the **Section 2 – Fact Sheet**

4.16.2 The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **Section 7** Scope of Work

4.16.3 The EMD must be submitted online on the e-Procurement portal (<https://eproc.punjab.gov.in/nicgep/app>)

4.16.4 Unsuccessful Bidder's EMD amount shall be refunded as per the terms and conditions of the e-Procurement portal (<https://eproc.punjab.gov.in/nicgep/app>). Purchaser shall not be responsible for any kind of delay in the refund of the EMD amount to the Bidder's account

4.16.5 The successful Bidder's EMD shall be discharged upon the Bidder executing the Contract, pursuant to Clause 4.29- Award of Contract and furnishing the Bank Guarantee, pursuant to Clause 4.17 - Performance Bank Guarantee

4.16.6 No interest shall be paid by the Purchaser on the EMD

The EMD may be forfeited:

- a. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
- b. in accordance with the provisions of Clause 4.32 Fraud and Corrupt Practices
- c. in the case of a successful Bidder, if the Bidder fails;
  - I. to sign the Contract in accordance with Clause 4.29 - Award of Contract; or
  - II. to furnish Bank Guarantee for Contract Performance in accordance with Clause 4.17 - Performance Bank Guarantee

#### **4.17 Performance Bank Guarantee**

- 4.17.1 Performance Bank Guarantee has to be made in the form of Bank Guarantee from any Scheduled Commercial Bank / Nationalized Bank drawn in favour of “Chief Executive Officer (CEO), Amritsar Smart City Limited”, payable at Amritsar equivalent to ten percent (10%) of the Contract Value before signing of the Contract
- 4.17.2 Validity: Valid for the entire Project term. The BG shall be released after 50 months from the effective date of the Go-Live of the Public Wi-Fi or execution of all pending Work Orders, whichever is later.
- 4.17.3 Instrument: One single deposit in the form of Bank Guarantee
- 4.17.4 In the event of termination, Purchaser may Invoke the Performance Bank Guarantee, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law
- 4.17.5 Within 21 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in the form of Performance Bank Guarantee valid for a period of 53 months in accordance with the Conditions of Contract
- 4.17.6 Failure of the successful Bidder to comply with the requirement of above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD

#### **4.18 Period of Validity of Bids**

- 4.18.1 Bids shall remain valid for period mentioned in **Section 2 – Fact Sheet** after the date of opening of Technical Bid. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 4.18.2 In exceptional circumstances, the Purchaser may request the Bidder for an extension of the period of validity up to 90 days. The request and the responses thereto shall be made in writing (or through e-mail). The validity of EMD provided under above Clause may also be extended if required.

#### **4.19 Revelation of Prices**

- 4.19.1 Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected

#### **4.20 Terms and Conditions of Bidders**

- 4.20.1 Any terms and conditions of the Bidders shall not be considered as forming part of their Bids



#### **4.21 Last Date for Receipt of Bids**

- 4.21.1 Bids shall be submitted by the Bidder no later than the time and date specified in Section 2 – Fact Sheet
- 4.21.2 Original documents as per Clause 4.11 shall be received by the Purchaser at the address specified under Section 2 – Fact Sheet no later than the time and date specified in Clause 4.12 and **Section 2 – Fact Sheet**
- 4.21.3 The Purchaser may, at its discretion, extend the last date for submission of bids by amending the RFP, in which case all rights and obligations of the Purchaser and Bidders previously subject to the last date shall thereafter be subject to the last date as extended

#### **4.22 Late Bids**

- 4.22.1 Bidders shall not be able to submit the Bid on the eProcurement Portal after the last date and time for submission of bids as listed in Section 2 – Fact Sheet
- 4.22.2 Bids shall be summarily rejected, in case the Original Documents (Refer Section 4.12) received by purchaser after the last date and time for submission of bids as listed in Section 2 – Fact Sheet

#### **4.23 Modification and Withdrawal of Bids**

- 4.23.1 No bid may be altered/modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders shall not be considered.
- 4.23.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD and shall be declared a "defaulting Bidder". In such situation the tendering process shall be continued with the remaining Bidders as per their ranking.
- 4.23.3 If the Bidder relents after being declared as selected Bidder, it shall be declared as defaulting Bidder and EMD of such defaulting Bidder shall be forfeited and ASCL reserves right to blacklist/debar such Bidder for next 3 years from participating in any ASCL tenders. In such situation, the tendering process shall be continued with the remaining Bidders as per their ranking.

#### **4.24 Contacting the Purchaser**

- 4.24.1 No Bidder shall contact the Purchaser/ Consultants/Advisors on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded
- 4.24.2 Any effort by a Bidder to influence the Purchaser's bid evaluation, bid comparison or Contract award decisions may result in the rejection of the Bidder's bid

#### **4.25 Opening of Technical Bids by Purchaser**

- 4.25.1 The Purchaser shall convene a bid opening session as per time schedule where one representative from the Bidder, who has successfully submitted the bid, can participate. Subsequent to this, Purchaser shall further evaluate the Bid of only those agencies whose EMD is found to be in order.

## **4.26 Purchaser's Right to Vary Scope of Contract**

4.26.1 The Purchaser may at any time, by a written order given to the Bidder, with mutual consensus with the selected Bidder, make changes to the Scope of the Contract as specified 5.28 Change Orders / Alteration / Variation.

## **4.27 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**

4.27.1 The Purchaser reserves the right to accept any or all bid, and to annul the Tendering process or reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action

## **4.28 Notification of Award**

4.28.1 Prior to the expiry of the period of bid validity, pursuant to Clause 4.18 - Period of Validity of Bid, the Purchaser shall notify the successful Bidder by letter to be confirm in writing that its bid has been accepted

4.28.2 The notification of award shall not constitute the formation of the Contract

4.28.3 Upon the successful Bidder's furnishing of Performance Bank Guarantee for Contract Performance, the Purchaser may notify each unsuccessful Bidder and shall discharge their EMD as per the terms and conditions of the e-Procurement portal (<https://eproc.punjab.gov.in/nicgep/app>)

## **4.29 Award of Contract**

4.29.1 There shall be only one Successful Bidder

4.29.2 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser shall send the Bidder the pro-forma for Contract, incorporating all agreements between the parties

4.29.3 Within 15 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the Purchaser

4.29.4 Keeping in view the Project commitment, ASCL reserves the right to ask the Successful Bidder to add new features/process or modify the existing solution to take care the service delivery for matching the Project requirements as and when required

4.29.5 Bidder has to agree for honouring all RFP conditions and adherence to all aspects of fair trade practices in executing the work orders placed by ASCL

4.29.6 If the name of the system/service/process is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to ASCL and the obligations with ASCL taken by the Service Provider with respect to the product with the old name shall be passed on along with the product so renamed

4.29.7 In the case of Bidder whose bids are accepted, Bidder shall be required to give Performance Bank Guarantee as mentioned in Clause 4.17– Performance Bank Guarantee

4.29.8 ASCL may, at any time, terminate the contact by giving written notice to the Bidder without any compensation, if the Bidder becomes bankrupt or otherwise insolvent, provided that such

termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to ASCL

- 4.29.9 If at any point during the Contract, if the Bidder fails to, deliver as per the RFP terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause shall be invoked

### 4.30 Tender Related Condition

- 4.30.1 The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.
- 4.30.2 The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of goods and services as required under this Contract. If at any stage of Tendering process or during the currency of the Contract, any suppression/falsification of such information is brought to the knowledge of the Purchaser, the Purchaser shall have the right to reject the bid or terminate the Contract, as the case may be, without any compensation to the Bidder.

### 4.31 Rejection Criteria

- 4.31.1 Besides other conditions and terms highlighted in the RFP, bids may be rejected under following circumstances:

**a. Technical Rejection Criteria**

- i. Bids submitted without EMD
- ii. Bids submitted with illegible/unreadable/smudged documents
- iii. Documents not submitted as per the Form A.2: Technical Bid Compliance Checklist
- iv. Technical Bids containing commercial details.
- v. Revelation of Prices in any form or by any reason before opening the Commercial Bid
- vi. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect
- vii. Information not furnished in the formats as per Section 11 Annexure I: Forms in RFP
- viii. Bidder not quoting for the complete Scope of Work as indicated in the RFP, addendum (if any) and any subsequent information given to the Bidder
- ix. Bidders not complying with the functionality, specifications and other Terms and Conditions as stated in the RFP
- x. The Bidder not conforming unconditional acceptance of full responsibility of providing Services in accordance with the Section 7 Scope of Work and Section 5 General Conditions of Contract
- xi. If the Bid does not conform to the timelines indicated in the Bid
- xii. Bids received through Telex/Telegraphic/Fax/E-Mail/post etc. except, wherever required, shall not be considered for evaluation
- xiii. Bids which do not confirm unconditional validity of the bid as prescribed in the RFP
- xiv. If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the Tendering Process

- xv. Any effort on the part of a Bidder to influence the Purchaser's bid evaluation, bid comparison or Contract award decisions
- xvi. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder

**b. Commercial Rejection Criteria**

- i. Incomplete Commercial Bid
- ii. Commercial Bids that do not conform to the RFP's Commercial Bid format
- iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable
- iv. Arithmetical errors will be rectified on the following basis:
  - “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

If there is an arithmetic discrepancy in the commercial bid calculations, the Purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, bid may be rejected.

### 4.32 Fraud and Corrupt Practices

4.32.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Work Order and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the Work Order or the Contract, the Purchaser may reject a Bid, withdraw the Work Order, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, 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. In such an event, the Purchaser shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Purchaser under the Bidding Documents and/or the Contract, or otherwise.

4.32.2 Without prejudice to the rights of the Purchaser under above Clause and the rights and remedies which the Purchaser may have under the Work Order, or otherwise if a Bidder, as the case may be, is found by the Purchaser 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, or after the issue of the Work Order or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Purchaser to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be

4.32.3 For the purposes of the Clause 4.32 – Fraud and Corrupt Practices, 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 Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the Work Order or has dealt with matters concerning the Contract or arising therefrom, 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Work Order or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Contract, who at any time has been or is a legal, financial or technical adviser of the Purchaser 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 Authority 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; and
- e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

### **4.33 Authentication of Bids**

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

### **4.34 Site Visit**

- 4.34.1 The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder’s own expense.
- 4.34.2 The Purchaser shall arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Purchaser adequate notice of a proposed visit of at least Seven (7) days.
- 4.34.3 No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

### **4.35 Placing of Work Order**

- 4.35.1 For procurement of the Services, Work Order shall be placed on the successful Bidder in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Work Order
- 4.35.2 Objection, if any, to the Work Order must be reported to ASCL by the successful Bidder within five (5) working days counted from the date of Work Order for modifications, otherwise it is assumed that the successful Bidder has accepted the Work Order
- 4.35.3 If the successful Bidder is not able to operationalize the ordered services completely within the specified period, the Liquidity Damages clause shall be invoked
- 4.35.4 The decision of ASCL shall be final and binding on all the Bidders to this RFP. ASCL reserves the right to accept or reject an offer without assigning any reason whatsoever.

## 5 General Conditions of Contract

### 5.1 Definitions

In this RFP, unless the context otherwise requires

1. **“Abandons”** means Bidder has substantially reduced personnel at the Site or removed required equipment from the Site such that the Bidder would not be capable of maintaining or sufficiently discharging its obligations under the Contract
2. **“Agreement”** or **“Contract”** or **“MSA”** means the Master Services Agreement together with the RFP and all the Annexures, the Work Order issued by ASCL, the Acceptance letter from the Successful Bidder together with the Schedules and any addendum(s) or corrigendum(s) issued and shall include any modifications, alterations, additions or deletions thereto agreed between the Parties in writing after the date hereof in terms of the Agreement
3. **“Applicable Laws”** includes all applicable statutes, enactments, acts of legislature or laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, requirement or other governmental restriction and orders or judgements of any Governmental authority, tribunal, board, court or other quasi-judicial authority or other governmental restriction or any similar form of decision applicable to the relevant Party and as may be in effect on the date of execution of the Contract and during the subsistence thereof, applicable to the Project
4. **“Bidder”** - shall mean organization submitting the proposal in response to this RFP along with the consortium partner having the valid “Class A” or “Class B” ISP license
5. **“Confidential Information”** means all information and data relating to ASCL and all other data accessed by the Service Provider/Successful Bidder, provided by ASCL, or is captured by or stored in the system, whether in written, oral, electronic or other format; technical, financial and business affairs, developments, operations, processes, data, secrets, design rights, know-how, plans, budgets and personnel which is disclosed to or otherwise learned by the Service Provider in the course of or in connection with the Contract (including without limitation such information received during negotiations, location visits and meetings in connection with the Contract)
6. **“Contract Value”** means the price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations
7. **“Data”** shall mean any record, transaction, document and information related to the Project which includes, but not limited to, any matter or thing tangible or intangible, factual, fictitious or imaginary, hypothetical or abstract, known or unknown, accurate or inaccurate provided by ASCL to successful Bidder and includes any thought, form or substance, or knowledge proposition or opinion supplied or recorded by man or machine and prepared, stored or transmitted in computer readable form and shall include information. However, the ownership of all the Data belongs to ASCL and successful Bidder would merely handle the data on behalf of ASCL.
8. **“Deliverables”** means the solutions, software products, infrastructure, licenses and services agreed to be delivered by the Successful Bidder in pursuance of the Contract as elaborated in the RFP and includes all documents related to the Solution, user manual, technical manual, designs, process documentations, the artefacts, the training materials, process and operating manuals, service mechanisms, policies and guidelines, inter alia payment and/or process related etc., source code and all their respective modifications

9. **“Digital Signature”** means authentication of any electronic record by a subscriber by means of an electronic method or procedure in accordance with the provisions of the Information Technology Act, 2000
10. **“Digital Signature Certificate”** means a Digital Signature Certificate issued under sub-section 4 of Section 35 of the information Technology Act, 2000
11. **“Effective Date”** means the date on which the Contract is executed by both the Parties
12. **“Equipment”** means the computer hardware, machinery and other tangible equipment used for the Project, pursuant to the Contract
13. **“Go-Live”** means the date on which the proposed solutions are successfully implemented as specified in the RFP and all the acceptance tests & certifications as defined in the RFP are successfully concluded to the satisfaction of ASCL
14. **“Intellectual Property Rights”** means all rights in written designs and copyrights, moral rights, rights in databases and software including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration)
15. **“Internet Service Provider”** or **“Bandwidth Service Provider”** or **“Telecom Service Provider”** means a company providing internet access using copper, fiber-optics, satellite and other forms of communication pursuant to the Contract
16. **“Contract Performance Guarantee”** or **“Performance Bank Guarantee”** shall mean the guarantee provided by a Scheduled Commercial Bank / Nationalized Bank to ASCL on behalf of the Successful Bidder
17. **“Project”** means Public Wi-Fi Implementation in Heritage walk area of the Golden Temple in Amritsar and provision of all Services and Deliverables as per the terms and conditions laid in the RFP and provision of Services in conformance to the SLA
18. **“Project Data”** means all proprietary data of the Project generated out of project operations and transactions, videos, documents and related information including but not restricted to user data which the Successful Bidder obtains, possesses or processes in the context of providing the Services to the users pursuant to the Contract and the RFP
19. **“Project Location”** is Heritage Walk Area of the Golden Temple in Amritsar City of Punjab
20. **“Proprietary Information”** means processes, methodologies and technical and other information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to a Party hereto prior to its being made available under this RFP
21. **“Purchaser”** means Amritsar Smart City Limited (ASCL)
22. **“Purchaser’s Representative”** or **“Purchaser’s Technical Representative”** means the person or the persons appointed by the Purchaser from time to time to act on its behalf for overall co-ordination, supervision, and project management
23. **“Replacement Service Provider”** means any third party that ASCL may appoint to replace the Service Provider upon expiry of the Term or otherwise termination of Contract to undertake the Services or part thereof
24. **“Request for Proposal (RFP)”** means the documents containing the general, technical, functional, commercial and legal specifications for Public Wi-Fi Implementation in Amritsar City including different Annexures and includes the clarifications, explanations, minutes of the meetings, corrigendum(s) and amendment(s) issued from time to time during the bidding process and on the basis of which Bidder has submitted its Proposal
25. **“Scope of Work”** - means all Services, and any other deliverables as required to be provided by the Service Provider under the RFP.



26. "**Service Level**" means the level of service and other performance criteria which shall apply to the Services by the Successful Bidder as set out in this RFP
27. "**Service Specifications**" means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract as well as those specifications relating to Industry standards and codes applicable to the performance of the Services and Scope of Work, work performance quality and the specifications affecting the Services and Deliverables or any additional specification required to be produced by the Bidder to meet its obligations under this RFP
28. "**Services**" means the services to be performed by the Successful Bidder in pursuant to the Contract more elaborately provided in the RFP using the tangible and intangible assets installed, commissioned, managed and operated by the Successful Bidder including the tools of information and communications technology includes but is not limited to the list of services specified in the RFP
29. "**Software**" means the software designed, developed/customized, tested and deployed by the Successful Bidder for the purposes of the Project including any the third party software products (including the COTS products/Be-spoke implementation used for the Project) and proprietary software components and tools deployed by the Successful Bidder
30. "**Solution**" means all the hardware, equipment, servers, third party tools, databases, and software provided by successful Bidder to meet the functional requirements of ASCL and required to implement Public Wi-Fi Implementation in Amritsar city.
31. "**Service Provider**" means the Successful Bidder selected by this tendering process for Public Wi-Fi Implementation
32. "**Tender**" or "**Tender Document**" means RFP for Selection of Service Provider for Public Wi-Fi Implementation in Heritage walk area of the Golden Temple in Amritsar
33. "**Term**" means the period of the Contract commencing from the Effective Date and continuing till the last day of Operations & Maintenance Services, or the date of termination, in case of earlier termination of the Contract
34. "**Timelines**" means the timelines for performance of Scope of Work as described in the RFP
35. "**Wi-Fi Service Fee**" means the managed service fee to be paid on a quarterly basis for rendering services related to provisioning of Wi-Fi access points, field equipments and service management applications
36. "**Network Bandwidth Fee**" is the recurring charges payable by ASCL to the ISP License holder, providing the Network Bandwidth as per the scope listed in this RFP
37. "**Working Day**" means any day on which any of the office of ASCL shall be functioning, including gazetted holidays, restricted holidays or other holidays, Saturdays and Sundays

## 5.2 Interpretations

In this RFP, unless otherwise specified:

1. Unless otherwise specified, a references to clauses, sub-clauses, or Section is a reference to clauses, sub-clauses, or Section of this RFP including any amendments or modifications to the same from time to time
2. Words denoting the singular include the plural and vice versa and use of any gender includes the other genders

3. References to a “**company**” shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established
4. Words denoting to a “**person**” shall be construed to include any individual, partnerships, firms, companies, public sector units, corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes and any permitted assignees or other entities (whether or not having a separate legal entity). A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
5. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted
6. Any reference to a “**day**” (including within the phrase “**business day**”) shall mean a period of 24 hours running from midnight to midnight
7. References to a “**business day**” shall be construed as a reference to a day (other than a Sunday) on which ASCL Corporate office is generally open for business
8. References to times are to Indian Standard Time
9. Reference to any other document referred to in this RFP is a reference to that other document as amended, varied, novated or supplemented at any time
10. All headings and titles are inserted for convenience only, they are to be ignored in the interpretation of this Contract
11. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this RFP as a whole and not to any particular Section or Annexure and the words "include" and "including" shall not be construed as terms of limitation
12. The words "in writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated
13. References to “**Installation**” include Solution Design, Installation, Commissioning, Configuration, Testing, Commissioning, Operations & Maintenance of all the equipment and software required to provide Wi-Fi Services in accordance with the Scope of Work (Section 7), Wi-Fi Services Specifications (Section 8) and Service Level Agreement (Section 10) of this RFP and amendments thereof
14. References to “**Implementation**” include Solution Design, Installation, Commissioning, Configuration, Testing, Commissioning, Operations & Maintenance of all the equipment and software required to provide Wi-Fi Services in accordance with the Scope of Work (Section 7), Wi-Fi Services Specifications (Section 8) and Service Level Agreement (Section 10) of this RFP and amendments thereof
15. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or novated at the time of such reference
16. Unless otherwise stated, any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include either such days or date

### 5.3 Conditions Precedent

This Contract is subject to the fulfilment of the following conditions precedent by the Bidder

- 5.3.1 Furnishing by the Bidder, an unconditional, irrevocable and continuing Performance Bank Guarantee

- 5.3.2 Execution of a Deed of Indemnity in terms of Clause 5.22 - Indemnity
- 5.3.3 Obtaining of all statutory and other approvals required for the performance of the Services under this Contract
- 5.3.4 Furnishing of such other documents as the Purchaser may specify
- 5.3.5 The Purchaser reserves the right to waive any or all of the conditions specified above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have

#### **5.4 Representations & Warranties**

- 5.4.1 In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, the following:
  - a. That the selected Bidder has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this Contract and to provide Services sought by the Purchaser under this Contract
  - b. That the Bidder is not involved in any litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract
  - c. That the representations and warranties made by the Bidder in its Bid, RFP and Contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the RFP and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid and the Contract through the term of the Contract
  - d. That the Bidder has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such Services as are necessary to fulfil the Scope of Work stipulated in the RFP and the Contract
  - e. That the Bidder shall ensure that all assets/components including but not limited to equipment, software, licenses, processes, documents, etc. installed, commissioned, deployed and created during the term of this Contract are duly maintained and suitably updated with regard to contemporary requirements
  - f. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, the RFP or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
  - g. That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits
  - h. That the Bidder shall arrange all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto subject to Clause 5.22 - Indemnity
  - i. That the execution of the Scope of Work and the Services herein is and shall be in accordance and in compliance with all Applicable Laws

- j. That all conditions precedent under the Contract have been satisfied
- k. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) shall contravene any provision of any Applicable Laws or any order, writ, injunction or decree of any court or Governmental Authority binding on the Bidder, (ii) shall conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) shall violate any provision of the Memorandum and Articles of Association of the Bidder
- l. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made
- m. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the Project
- n. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable
- o. That the Bidder owns, has license to use or otherwise has the right to use, which are required or desirable for performance of its services under this Contract. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the Contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto subject to Clause 5.22 - Indemnity.
- p. That the Bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis
- q. The Bidder will have the financial standing and capacity to undertake the Project in accordance with the terms of this RFP/ Agreement;
- r. That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information
- s. That in providing the Services or Deliverables or materials, neither Bidder nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity;
- t. Either party shall not employ serving other party's employees without prior written permission of the first party for an initial period of one year. Either party also confirms that it shall not employ ex-personnel of the other party within the initial two years period after their retirement/resignation/severance from the service without specific permission of the first party.
- u. That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied assets/components including but not limited to equipment, software, licenses, processes, documents, etc. to meet the requirements of the

Scope of Work (Section 7), Wi-Fi Services Specifications (Section 8) and Service Level Agreement (Section 10) in the RFP.

## **5.5 Scope of Contract**

- 5.5.1 Scope of the Contract shall be as defined in Section 7 Scope of Work and Annexures thereto of this RFP
- 5.5.2 Purchaser has engaged the Bidder to implement Public Wi-Fi in Amritsar City. The Bidder is required to provide such Services, support and infrastructure as the Purchaser or Purchaser's Technical Representative may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and the Contract and are deemed necessary by the Purchaser, in order to meet its business requirements (hereinafter 'Scope of Work').
- 5.5.3 If any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the Scope of Work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract
- 5.5.4 The Purchaser or Purchaser's Technical Representative reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work pursuant to Clause 5.28 - Change Orders / Alteration / Variation

## **5.6 Key Performance Measurements**

- 5.6.1 Unless specified by the Purchaser to the contrary, the Bidder shall perform the Services and carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down in the RFP
- 5.6.2 If the Contract, Scope of Work, Service Specification includes more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency
- 5.6.3 The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract/Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work. These changes shall be carried as per mutual consent

## **5.7 Guarantee**

- 5.7.1 Within 21 days after the receipt of notification of award of the Contract from the Purchaser, the successful Bidder shall furnish Performance Bank Guarantee to the Purchaser, which shall be equal to ten percent (10%) of the value of the Contract and shall be in the form of a Bank Guarantee from a Scheduled Commercial Bank / Nationalized Bank in the pro-forma given at Annexure I – Forms

## **5.8 Commencement and progress**

- 5.8.1 The Bidder shall be subject to the fulfilment of the conditions precedent set out in Clause 5.3 - Conditions Precedent, commence the performance of its obligations in a manner as specified in the Scope of Work
- 5.8.2 The Bidder shall proceed to carry out the activities/Services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract
- 5.8.3 The Bidder shall be responsible for and shall ensure that all Services are performed in accordance with the Contract and RFP and that the Bidder's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder
- 5.8.4 The Bidder shall perform the activities/Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.
- 5.8.5 The IT Infrastructure supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution. Delivery of the IT Infrastructure shall be made by the Bidder in accordance with the terms specified by the Purchaser in its Work Order.

## **5.9 Standards of Performance**

- 5.9.1 The Bidder shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

## **5.10 Sub-contract**

- 5.10.1 The successful Bidder shall provide all the Services through its own company and no sub-contracting is allowed. However, if sub-contracting for specialised work such as Civil, Electrical and Cabling etc. is required, the successful Bidder shall notify the same to ASCL in writing.

## 5.11 Bidder's Obligations

- 5.11.1 The Bidder's obligations shall include Solution Configuration, Implementation, Testing, Commissioning, Operations & Maintenance and provision of all equipment, services and deliverables covering associated hardware and Software as specified by the Purchaser in the Scope of Work and other sections of the RFP and Contract and changes thereof to enable the Purchaser to meet their objectives and operational requirements. It shall be the Bidder's responsibility to ensure the proper and successful implementation, performance and continued operations of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the RFP and this Contract.
- 5.11.2 In addition to the aforementioned, the Bidder shall perform the Services specified by the 'Scope of Work' requirements as specified in the RFP and changes thereof
- 5.11.3 The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Contract and the Bid to the extent accepted by the Purchaser.
- 5.11.4 The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same
- 5.11.5 Obligations related to IT Infrastructure
- a. The Bidder shall install and commission the equipment/components including associated accessories and Software/ Solutions as under this Contract and undertake Configuration, Implementation, Testing, Commissioning, Operations & Maintenance of those components during the entire period of Contract
  - b. In case of any dissatisfaction or default on part of the Bidder in providing the level of support desired by the Purchaser or Purchaser's Technical Representative in relation to the IT Infrastructure supplied by the Bidder, the Bidder shall extend the necessary support required to meet the commitments without any financial liability to the Purchaser
  - c. The Bidder shall supply and/or install all new releases, versions, any type of updates, upgrade patches and/or bug fixes for the firmware or software from time to time at no additional cost to the Purchaser
  - d. The Bidder shall ensure that the preventive maintenance on a monthly basis and break-fix maintenance is conducted in accordance with the specifications of the components and the best practices followed in the industry without any additional costs to the Purchaser
  - e. The Bidder shall extend necessary assistance, consultancy and services to the Purchaser beyond the defined Scope of Work to resolve issues related to the components supplied by him, under critical and unforeseen situations
  - f. The Bidder shall ensure that it is in compliance with all Applicable Laws at all times while discharging its Scope of Work
  - g. The Bidder shall ensure that it has procured all necessary permits and consents that maybe required to discharge its Scope of Work effectively
- 5.11.6 **Bidder's Representative:** The Bidder's Representative shall have all the powers requisite for the performance of Services under this Contract. The Bidder's Representative shall liaise with

the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He shall extend full co-operation to Purchaser's representative in the manner required by them for supervision/inspection/observation of the IT Infrastructure, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the Bidder's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with the other service providers of the Purchaser working at the site/offsite for activities related to planning, execution of Scope of Work and providing Services under this Contract.

**5.11.7 Reporting Progress**

- a. The Bidder shall monitor progress of all the activities related to the execution of this Contract and shall submit to the Purchaser, at no extra cost, **progress reports** with reference to all related work, milestones and their progress during the implementation phase at the end of each month or before the expiry of the last day of each month
- b. Periodic meetings shall be held between the representatives of the Purchaser and the Bidder during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the ASCL shall be provided the project status reports, SLA reports in the format and frequency as decided by ASCL.
- c. The Bidder shall ensure that the respective solution teams involved in the execution of work are part of such meetings
- d. The Purchaser reserves the right to inspect and monitor/assess the progress/performance of the work/services at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Bidder shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the progress/performance of the Work/Service.
- e. At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through an independent audit firm appointed by the Purchaser as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser / any other Bidder appointed by the Purchaser, all documents and other details as may be required by them for this purpose
- f. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to RFP requirements/standards, the Purchaser's representative shall so notify the Bidder in writing
- g. The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser's Representative that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Purchaser's Representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements.



- h. The submission seeking approval by the Purchaser or Purchaser's Representative of such programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract

**5.11.8 Knowledge of Site Conditions**

- a. The Bidder shall be deemed to have understood the requirements and have satisfied himself with the Data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during delivery or installation, Bidder observes physical conditions and/or obstructions affecting the work, the Bidder shall take all measures to overcome them.
- b. Bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the Bidder undertaking the works shall cover all the Bidder's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Purchaser's Representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the Bidder takes in the absence of specific instructions from the Purchaser's Representative.
- c. The Bidder shall have conducted its own due diligence with regard to the information contained in the RFP. The Purchaser does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for the Purchaser to consider particular needs of each Bidder who reads or uses this RFP. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP and obtain independent advice from appropriate sources.
- d. The Purchaser shall not have any liability to any prospective Bidder or any other person under any laws (including without limitation the law of contract or tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the declaration of the Bidders, the information supplied by or on behalf of the Purchaser or its employees, any consultants, or otherwise arising in any way from the bidding process. The Purchaser shall also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.

**5.11.9 Program of Work**

- a. Within 10 days after the award of work under this Contract or prior to kick-off meeting whichever is earlier, the Bidder shall submit to the Purchaser for its approval a detailed programme (Work Plan) showing the sequence, procedure and method in which he proposes to carry out the works as stipulated in the Contract and shall, whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The programme so submitted by the Bidder shall conform to the duties and periods specified in the Contract. The Purchaser and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified. Approval by the

Purchaser's Representative of a programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract.

- b. If the Bidder's work plans necessitate a disruption/shutdown in Purchaser's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of the Bidder to develop/adhere such a work plan shall be to his account.

#### 5.11.10 Bidder's Organization

- a. The Bidder shall provide necessary supervision during the execution of work and as long thereafter as the Purchaser may consider necessary for the proper fulfilment of the Bidder's obligations under the Contract. The Bidder or his competent and authorized representative(s) shall be constantly present at the site whole time for supervision. The Bidder shall authorize his representative to receive directions and instructions from the Purchaser's Representative.
- b. The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of Services for all costs/charges in connection thereof
- c. The Purchaser's Representative may at any time object to and require the Bidder to remove forthwith from the Project any authorized representative or employee of the Bidder or any person(s) of the Bidder's Team, if, in the opinion of the Purchaser's Representative the person in question has misconducted or his/her deployment is otherwise considered undesirable by the Purchaser's Representative. The Bidder shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.
- d. The Purchaser's Representative may at any time object to and request the Bidder to remove from the Project any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this clause object to and require the Bidder to remove that person from deployment on the work, which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser's Representative.
- e. The Purchaser's Representative shall state to the Bidder in writing his reasons for any request or requirement pursuant to this clause
- f. The Bidder shall maintain backup personnel and shall promptly replace every person removed, pursuant to this section, with an equally competent substitute from the pool of backup personnel

#### 5.11.11 Adherence to safety procedures, rules regulations and restrictions

- a. Bidder shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws.

- b. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Purchaser's employee also shall comply with safety procedures/policy.
- c. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations
- d. Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work

#### 5.11.12 Statutory Requirements

- a. During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard
- b. The Bidder and their personnel/representative shall not alter/change/replace any hardware component proprietary to the Purchaser and/or under warranty or AMC of Third Party without prior consent of the Purchaser
- c. The Bidder and their personnel/representative shall not without consent of the Purchaser install any hardware or software not purchased/owned by the Purchaser

### 5.12 Bidder's Personnel

- 5.12.1 The Bidder shall employ and provide such qualified and experienced personnel as are required to perform the Services under the Contract
- 5.12.2 All the personnel, also of the Bidder's partners shall be deployed only after adequate background verification check. Purchaser reserves the right to review/audit the background verification documents of any employee of Bidder involved in the Project.

### 5.13 Project Manager

- 5.13.1 The Bidder shall ensure that at all times during the currency of the Contract a Manager acceptable to the Purchaser shall take charge of the performance of the Contract. The Manager shall be assisted by Operations & Maintenance staff, Technical support staff and other members of the team.

### 5.14 Contract Administration

- 5.14.1 No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties
- 5.14.2 Either party may appoint any individual/organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:
  - a. exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and
  - b. bind his or her Party in relation to any matter arising out of or in connection with this Contract
- 5.14.3 The Bidder along with other members / third parties / OEMs shall be bound by all undertakings and representations made by the authorized representative of the Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf

5.14.4 For the purpose of execution or performance of the obligations under this Contract, the Purchaser's representative would act as an interface with the nominated representative of the Bidder. The Bidder shall comply with any instructions that are given by the Purchaser's representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the RFP.

### **5.15 Purchaser's Right of Monitoring, Inspection and Periodic Audit**

5.15.1 The Purchaser or Purchaser's Technical Representative reserves the right to inspect and monitor/assess the progress/performance/maintenance of the solutions at any time during the course of the Contract, after providing due notice to the Bidder. The Purchaser may demand and upon such demand being made, the purchaser shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the Project.

5.15.2 The Purchaser or Purchaser's Technical Representative shall also have the right to conduct, either itself or through an independent audit firm appointed by the Purchaser as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser / any other Bidder appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may issue a notice of default.

5.15.3 The Bidder shall at all times provide to the Purchaser or the Purchaser's Representative access to the Site

### **5.16 Purchaser's Obligations**

5.16.1 The Purchaser's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary

5.16.2 Purchaser shall ensure that timely approval is provided to the Bidder, where deemed necessary, which should include technical architecture diagrams and all the specifications related to IT infrastructure required to be provided as part of the Scope of Work. All such documents shall be approved within 15 days of the receipt of the documents by the Purchaser.

5.16.3 The Purchaser shall approve all such documents as per above Clause

5.16.4 The Purchaser's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract

### **5.17 Intellectual Property Rights**

5.17.1 Purchaser shall own and have Intellectual Property Rights of all the Deliverables which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the

Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively conserve the Intellectual Property Rights of the Purchaser.

- 5.17.2 The Bidder shall ensure that while it uses any Software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified, as provided in Clause 5.22 - Indemnity against all costs, against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services

## **5.18 Information Security**

- 5.18.1 The Bidder acknowledges that Purchaser's business Data and other proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "Proprietary Information") are confidential and Proprietary to Purchaser; and the Bidder along with its team agrees to use reasonable care to safeguard the Proprietary Information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the Bidder to protect its own Proprietary Information. The Bidder recognizes that the goodwill of Purchaser depends, among other things, upon the Bidder keeping such Proprietary Information confidential and that unauthorized disclosure of the same by the Bidder or its team could damage the goodwill of Purchaser, and that by reason of the Bidder's duties hereunder. The Bidder may come into possession of such Proprietary Information, even though the Bidder does not take any direct part in or furnish the services performed for the creation of said Proprietary Information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. The Bidder shall use such information only for the purpose of performing the said Services.
- 5.18.2 The Bidder shall, upon termination of this Contract for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to the Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic
- 5.18.3 The Bidder shall maintain strict confidentiality with respect to the Proprietary Information that it obtains during the term of this Contract. Such confidentiality shall be maintained by the Bidder even post termination or expiry of the term of the Contract for 10 years

## **5.19 Record of Contract Documents**

- 5.19.1 The Bidder shall at all-time make and keep sufficient copies of the drawings, Specifications and Contract documents for him to fulfil his duties under the Contract
- 5.19.2 The Bidder shall keep at least two copies of each and every specification and Contract document, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser's Representative and by any other person authorized by the Purchaser's Representative

## **5.20 Ownership and Retention of Documents**

- 5.20.1 The Purchaser shall own the Documents, prepared by or for the Bidder arising out of or in connection with this Contract

5.20.2 Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

## 5.21 Ownership of Equipment

5.21.1 The Bidder/Service Provider shall own the assets/components including but not limited to equipment, software, licenses, processes, Documents, etc., supplied by the Bidder arising out of or in connection with this Contract.

5.21.2 All the risk and liability arising out of or in connection with the usage of the equipment, assets/components during the term of the Contract shall be borne by the Bidder

## 5.22 Indemnity

5.22.1 The Bidder shall indemnify the Purchaser from and against all Third Party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Software/hardware/manpower etc. and related services or any part thereof. Purchaser/user department stands indemnified from any claims that the hired manpower / Bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the work orders. Purchaser / user department also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / Bidder's manpower while discharging their duty towards fulfilment of the work orders. Purchaser shall provide Bidder with prompt notice of such claim and allow Bidder to control the defence of such claim. Indemnity shall be limited to damages that may be finally awarded against the Bidder.

## 5.23 Confidentiality

5.23.1 The Bidder shall not use Confidential Information, the name or the logo of the Purchaser except for the purposes of providing the Service as specified under this Contract

5.23.2 The Bidder shall not, either during the term or 6 months after expiration of this Contract, disclose any Proprietary or Confidential Information relating to the Services, Contract or the Architectures such as Solution architecture, Functional architecture, Business architecture, Security architecture, Network architecture and, Purchaser's business or operations without the prior written consent of the Purchaser

5.23.3 The Bidder may only disclose Confidential Information in the following circumstances:

- a. with the prior written consent of the Purchaser;
- b. to a member of the Bidder's Team ("Authorized Person") if:
  - i. the Authorized Person needs the Confidential Information for the performance of obligations under this Contract;
  - ii. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this Contract
  - iii. If the information is already made available in any public domain

5.23.4 The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality Agreement with the

members of the, subcontractors and other service provider's team members to the satisfaction of the Purchaser

- 5.23.5 The Bidder shall sign a Non-Disclosure Agreement (NDA) with the Purchaser as per Form A.10. The Bidder and its antecedents shall be bound by the NDA. The Bidder shall be held responsible for any breach of the NDA by its antecedents or delegates.
- 5.23.6 The Bidder shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser
- 5.23.7 The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause

## **5.24 Taxes**

- 5.24.1 Income tax shall be deducted at source by Purchaser from all the payments made to Bidder according to the Income Tax Act, unless valid and complete documents for IT exemption are submitted by the Bidder prior to release of payment. A certificate shall be provided by Purchaser to the Bidder for any tax deducted at source.
- 5.24.2 The Bidder shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Bidder's Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract.
- 5.24.3 The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire Contract period, i.e., on account of material supplied and services rendered and payments received by him from the Purchaser under the Contract. However Bidder shall recover all the Indirect taxes from ASCL on actuals at the rate prevailing at the time of billing and ASCL shall also be responsible for any newly Introduced taxes. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates for tax deduction at source and paid to the Tax Authorities.
- 5.24.4 If there is any reduction in taxes/duties/levies due to any reason whatsoever, after Notification of Award, the difference shall be passed on to the Purchaser. In case of increase in taxation, Purchaser shall pay the tax as applicable.
- 5.24.5 The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed/levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract
- 5.24.6 The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the Purchaser under the Contract. All such taxes must be included by Bidders in the Commercial Bid (Bidder to find out applicable taxes for the components being proposed).

- 5.24.7 Should the Bidder fail to submit returns / pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Bidder shall pay the same. The Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Purchaser/Bidder.
- 5.24.8 The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly

## **5.25 Warranty**

- 5.25.1 Technical Support for all the services under the scope shall be provided by the Bidder till the end of the Contract period. The Technical Support should include all updates and patches to the respective Software for the above stated period.
- 5.25.2 The Bidder warrants that the Goods supplied under the Contract shall be supported by the Bidder and respective OEM along with service and spares support to ensure its efficient and effective Operations for the entire duration of the Contract

## **5.26 Term and Extension of the Contract**

- 5.26.1 The term of this Contract shall be initially for a period of 51 months from date of the Contract signing, out of which initial 3 months shall be implementation period and 48 months of Operations & Maintenance after effective date of Go-Live
- 5.26.2 The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to Service Provider, at least 6 (six) months before the expiration of the Term hereof, whether it shall grant Service Provider an extension of the Term. The decision to grant or refuse the extension shall be at the Purchaser's discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the Authority and Service Provider.
- 5.26.3 Terms and conditions for SLA, Liquidity Damages and Prices for managed services & AMC shall be mutually decided/agreed by Purchaser and Bidder
- 5.26.4 Where the Purchaser is of the view that no further extension of the term be granted to the Bidder, the Purchaser shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Purchaser shall either appoint an alternative service provider or create its own strength to operate such Services as are provided under this Contract.

## **5.27 Prices**

- 5.27.1 Prices (excluding taxes) quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Contract. Purchaser however reserves the right to review the charges payable at the beginning of the each year or at any time at the request of Purchaser whichever is earlier to incorporate downward revisions as applicable and necessary. If at any time, during the period of Contract, the Bidder offers identical services/products to any other Govt. Department/Organization at prices lower than those chargeable under this Contract, he shall notify the same to the Purchaser and extend such reduced prices to the Purchaser with immediate effect.



## 5.28 Change Orders / Alteration / Variation

- 5.28.1 The Bidder agrees that the system requirements/quantities/licenses/specifications and Service requirements given in the RFP are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser
- a. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, diagrams etc. of the RFP which the Bidder had not brought to the Purchaser's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by the Bidder without any time and cost effect to Purchaser
  - b. It shall be the responsibility of the Bidder to meet all the performance and other requirements of the Purchaser as stipulated in the RFP/Contract. Any upward revisions/additions of quantities, specifications and Service requirements to those specified by the Bidder in his bid Documents, that may be required to be made during Public Wi-Fi Implementation or at any time during the currency of the Contract in order to meet the conceptual design, objective and performance levels or other requirements as defined in the RFP. These changes shall be carried as per mutual consent.
- 5.28.2 The Purchaser may at any time, by a written change order given to the Bidder, make changes within the general scope of the Contract. The Purchaser shall have the option to increase or decrease (decrease only if communicated to Bidder prior to availing of Services/dispatch of Goods/Equipment) the quantities, licenses and/or specifications of the Goods/Equipment to be supplied and installed by the Bidder or Service requirements, as mentioned in the Contract, at any time during the Contract period.
- 5.28.3 The written advice to any change shall be issued by the Purchaser to the Bidder up to 4 (four) weeks prior to the due date of provisioning/supply of such Goods/Equipment or commencement of Services
- 5.28.4 In case of increase in quantities/licenses/specifications or Service requirements or in case of additional requirement, the rate as provided in the Contract shall be considered as benchmark rates for procurement of the additional requirement from the Bidder. However, based on the industry trends, Purchaser retains the right to review these rates. The additional requirement shall also be governed by the same terms and conditions as provided in the Contract except for the appropriate extension of time to be allowed for delivery/installation of such extra Goods/Equipment or for commencement of such Services. In case of decrease in Quantities or Specifications of Goods/Equipment or Service requirements, the Bidder shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.
- 5.28.5 In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The Bidder shall not be entitled to any claim by way of change of price, damages, losses, etc. The Bidder shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/cancelling Scope of Work.
- 5.28.6 Conditions for Change Order
- a. The change order shall be initiated only in case (i) the Purchaser or Purchaser's Technical Representative directs in writing the Bidder to incorporate changes to the Goods or design requirements already covered in the Contract (ii) the Purchaser or Purchaser's Technical

Representative directs in writing to the Bidder to include any addition to the Scope of Work or Services covered under this Contract or delete any part thereof, (iii) Bidder requests to delete any part of the work which shall not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser

- b. Any change order comprising an alteration which involves change in the cost of the Goods and/or Services (which sort of alteration is hereinafter called a "Variation") shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any
- c. If the Contract provides applicable rates for the valuation of the variation in question the Contract Value shall subject to Clause below be increased or decreased in accordance with those rates
- d. If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall review of the Contract Value which shall represent the change in cost of the goods and/or works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.
- e. If there is a difference of opinion between the Bidder and Purchaser's Representative on whether a particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause 5.28.7 (k) - Change Order / Alteration / Variation

#### 5.28.7 Procedures for Change Order

- a. Upon receiving any revised requirement/advice, in writing, from the Purchaser or Purchaser's Technical Representative, the Bidder would verbally discuss the matter with Purchaser's Representative
- b. In case such requirement arises from the side of the Bidder, he would also verbally discuss the matter with Purchaser's Representative giving reasons thereof
- c. In either of the cases as explained in above two Clauses, the representatives of both the parties shall discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not
- d. If it is mutually agreed that such requirement constitutes a "Change Order" then a joint memorandum shall be prepared and signed by the Bidder and Purchaser to confirm a "Change Order" and basic ideas of necessary agreed arrangement
- e. Bidder shall study the revised requirement in accordance with the joint memorandum under Clause (d) above and assess subsequent schedule and cost effect, if any
- f. Upon completion of the study referred to above under Clause (e) above, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Purchaser to enable the Purchaser to give a final decision whether Bidder should proceed with the Change Order or not in the best interest of the works
- g. The estimated cost and time impact indicated by Bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement Change Order
- h. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents

- i. In case Bidder fails to submit all necessary substantiation/calculations and back up documents, the decision of the Purchaser regarding time and cost impact shall be final and binding on the Bidder
  - j. If Purchaser accepts the implementation of the Change Order under Clause 5.28.7 (f) - Change Orders / Alteration / Variation in writing, which would be considered as Change Order, then Bidder shall commence to proceed with the enforcement of the Change Order pending final agreement between the parties with regard to adjustment of the Contract Value and the Schedule
  - k. In case, mutual agreement under Clause 5.28.7 (d) - Change Orders / Alteration / Variation, i.e. whether new requirement constitutes the Change Order or not, is not reached, then Bidder in the interest of the works, shall take up the enforcement of the Change Order, if advised in writing to do so by Purchaser's Representative pending settlement between the two parties to the effect whether such requirement constitutes a Change Order or not as per the terms and conditions of Contract Documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated taking into account the records kept in accordance with the Contract.
  - l. The Bidder shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no agreement is reached between the Purchaser and Bidder within 60 days after Purchaser's instruction in writing to carry out the change concerning the increase or decrease in the Contract Value and all other matters described above, either party may refer the dispute to arbitration.
- 5.28.8 Conditions for Revised Work / Change Order
- a. The provisions of the Contract shall apply to revised work / change order as if the revised Work / Change Order has been included in the original Scope of Work. However, the Contract Value shall increase/decrease and the schedule shall be adjusted on account of the revised work / Change Orders as may be mutually agreed in terms of provisions set forth in Clause 5.28.6 Change Orders / Alteration / Variation. The Bidder's obligations with respect to such revised Work / Change Order shall remain in accordance with the Contract.

## 5.29 Suspension of Work

- 5.29.1 The Bidder shall, if ordered in writing by the Purchaser's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid but shall be eligible for the payment (of products/Services delivered and accepted) during the suspension period as per Contract . An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. Both Bidder and Purchaser acknowledge that suspension of work by Purchaser, if results in extension of Contract, the extra cost shall be on account of Purchaser which shall be mutually agreed. In case the suspension of works, is not consequent to any default or failure

on the part of the Bidder, and lasts for a period of more than 2 months, the Bidder shall have the option to request the Purchaser to terminate the Contract with mutual consent.

- 5.29.2 In the event that the Purchaser suspends the progress of work for any reason not attributable to the Bidder for a period in excess of 30 days in aggregate, rendering the Bidder to extend his performance bank guarantee then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Bidder producing the requisite evidence from the bank concerned

Note: The Bidder will not seek suspension of Wi-Fi services to the public in case of any pending dispute in any court of law or before any arbitrator as the case may be within the stipulated content period

### **5.30 Time is of Essence**

- 5.30.1 Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the Services by the Bidder by the completion date

### **5.31 Completion of Contract**

- 5.31.1 Unless terminated earlier, pursuant to Clauses 5.4 Representations & Warranties, 5.17 Intellectual Property Rights, 5.20 Ownership and Retention of Documents, 5.21 - Ownership of Equipment and 5.23 – Confidentiality, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in Clause 5.36– Consequences of Termination are fulfilled to the satisfaction of the Purchaser.

### **5.32 Special Conditions of Contract**

- 5.32.1 Amendments of, and Supplements to, Clauses in the General Conditions of Contract.

### **5.33 Event of Default by the Bidder**

- 5.33.1 The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract which results in a material breach of the Contract shall constitute an Event of Default on the part of the Bidder. The Events of Default as mentioned above may include inter-alia the following:
- a. the Bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the Bidder has fallen short of matching such standards/targets as the Purchaser may have designated with respect to any task necessary for the execution of the Scope of Work under this Contract which results in a material breach of the Contract. The above mentioned failure on the part of the Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the Purchaser.
  - b. the Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the Bidder to comply with any stipulations or standards as laid down by the Purchaser

- c. the Agency / Bidder's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the Scope of Work of this RFP or has failed to adhere to any amended direction, modification or clarification as issued by the Purchaser during the Term of this Contract and which the Purchaser deems proper and necessary for the execution of the Scope of Work under this Contract
  - d. the Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract
  - e. There is an order from a court of competent jurisdiction for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder
  - f. The Bidder Abandons the project during the Term of the Contract
  - g. The Bidder's ISP licence is revoked/ terminated/ suspended/expired/ not renewed/re-issued during the term of Contract
- 5.33.2 Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults/deviances/omissions and providing a notice of Forty Five (45) days to enable such defaulting party to remedy the default committed
- 5.33.3 Where despite the issuance of a default notice to the Bidder by the Purchaser the Bidder fails to remedy the default to the satisfaction of the Bidder, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser

#### **5.34 Consequences of Event of Default**

- 5.34.1 Where an Event of Default subsists or remains uncured the Purchaser may/shall be entitled to Terminate the Contract in Part or Full
- a. Retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default
  - b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law
- 5.34.2 The Bidder shall in addition take all available steps to minimize loss resulting from such event of default
- 5.34.3 The Purchaser may, by a written notice of suspension to the Bidder, suspend all payments to the Bidder under the Contract, provided that such notice of suspension:
- a. shall specify the nature of the failure; and
  - b. shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder

### 5.35 Termination

- 5.35.1 The Purchaser may, terminate this Contract in whole or in part by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
- a. Where the Purchaser is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract
  - b. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid, the RFP or this Contract
  - c. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Project to a successor Bidder / service provider, and to ensure business continuity.
  - d. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Purchaser
  - e. Termination for Convenience: The Purchaser, may, by prior written notice sent to the Bidder at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. In case of termination, ASCL shall pay for accepted Goods/Services completed up to the date of termination.

### 5.36 Consequences of Termination

- 5.36.1 In the event of termination of this Contract due to any cause whatsoever, the Contract with stand cancelled effective from the date of termination of this Contract
- 5.36.2 In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the successful Bidder
- 5.36.3 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened / has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the Bidder as agreed mutually by the Purchaser and the Bidder or through a Third Party acceptable to both the parties may pay the Bidder for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the

Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the Scope of Work under this Contract, the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the subcontractor / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Scope of Work under the Contract in terms of the Bidder's Bid, the RFP and this Contract.

- 5.36.4 Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law
- 5.36.5 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operations of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination

### **5.37 Liquidated Damages**

- 5.37.1 Ongoing performance and Service Levels shall be as per parameters stipulated by the Purchaser in this Contract, failing which the Purchaser may, at its discretion, impose penalties on the Bidder as defined in General Conditions of the Contract and Service Level Agreement of the RFP
- 5.37.2 Subject to Clause 5.47 – Force Majeure, if the Bidder fails to complete the entire works before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Work, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract:
- a. Recover from the Bidder, as liquidated damages a sum equivalent to 0.5% of the Contract Value for each week delay or part thereof beyond the Scheduled completion date, subject to a maximum of 10% of "Work Order Value". For the purpose of liquidated damages, the scheduled completion date shall be taken as "Date of Go-Live of Public Wi-Fi".

AND/OR

- b. Terminate the Contract or a portion or part of the work thereof. The Purchaser shall give 30 days' notice to the Bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Bidder initiates remedial action acceptable to the Purchaser.
- 5.37.3 The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands under this Contract only (which includes the Purchaser's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

- 5.37.4 Delay not attributable to the Bidder shall be considered for exclusion for the purpose of computing liquidated damages

### **5.38 Dispute Resolution**

- 5.38.1 The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract
- 5.38.2 If, after Thirty (30) days from the commencement of such direct informal negotiations, the Purchaser and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Clauses 5.38.3 - Dispute Resolution and Clause 5.38.4 - Dispute Resolution
- 5.38.3 In the case of a dispute or difference arising between the Purchaser and the Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the Bidder or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the High Court of Punjab and Haryana, Chandigarh. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the High Court of Punjab and Haryana, Chandigarh shall be final and binding on the parties.
- 5.38.4 The Arbitration and Conciliation Act 1996, the rules hereunder and any statutory modification or re-enactment thereof, shall apply to the arbitration proceedings
- 5.38.5 The Arbitration proceedings shall be held in Chandigarh.
- 5.38.6 The Arbitration proceeding shall be governed by the substantive Laws of India
- 5.38.7 The proceedings of Arbitration shall be in English language
- 5.38.8 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 decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who shall act as Presiding Arbitrator.
- 5.38.9 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 India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators / Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject work order / Contract has been placed/made, shall appoint the arbitrator / Presiding Arbitrator upon request of one of the parties.
- 5.38.10 If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrator 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 proceed de novo.

- 5.38.11 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
- 5.38.12 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
- 5.38.13 The Arbitral Tribunal shall give reasonable award and the same shall be final, conclusive and binding on the parties
- 5.38.14 The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties
- 5.38.15 Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause
- 5.38.16 Continuance of the Contract:  
Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract

### 5.39 Insurance

- 5.39.1 The Bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing/shipment site of the OEM to the port of landing
- 5.39.2 All charges like transportation charges, octroi, etc. that may be applicable till the goods are commissioned at the respective site of installation shall also be borne by the Bidder
- 5.39.3 The Bidder during the term of this Contract undertakes to ensure that it has taken or shall take up all appropriate insurances for the delivery of Goods that it is required to undertake under law as well as to adequately cover its obligations under this Contract:
- a. shall take out and maintain, at his own cost insurance with IRDA approved insurers against the risks, and for the coverage, as specified below: shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable at the Purchaser's request, shall provide certificate of insurance to the Purchaser showing that such insurance has been taken out and maintained. Employer's liability and workers' compensation insurance in respect of the Personnel of the Bidder / Bidder's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
  - b. Insurance against loss of or damage to
    - i. Equipment or assets commissioned in whole or in part for fulfilment of obligations under this Contract
    - ii. the Bidder's assets and property used in the performance of the Services
    - iii. public liability;
    - iv. either professional indemnity or errors and omissions;
    - v. product liability;
    - vi. workers' compensation as required by law; and

- 5.39.4 If the Bidder fails to effect and maintain insurances as described above, the Purchaser may effect and maintain such insurances on behalf of the Bidder and deduct such amounts from the amounts due and payable to the Bidder.

#### **5.40 Ownership**

- 5.40.1 The Ownership of goods, assets procured for the purpose of the Project including all licenses, titles, source code, certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed and maintained by the Bidder shall remain with the Bidder during and after the expiry of the Contract

#### **5.41 Limitation of the Bidder's Liability towards the Purchaser**

- 5.41.1 The aggregate liability of Bidder to Purchaser (and to any affiliate thereof or other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services or otherwise under this Agreement shall be limited to the fees actually paid to the Bidder in respect of the Services directly relating to and forming the basis of Client's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, provided that this limitation shall not apply to liability that has been finally determined to have resulted from the fraud or other wilful misconduct by or on behalf of Bidder.
- 5.41.2 Client shall bring any claim relating to the Services or otherwise under this Agreement within 48 months of completion of the Services.

#### **5.42 Conflict of Interest**

- 5.42.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.
- 5.42.2 The Purchaser requires that the Service Provider provides solutions which at all times hold the Purchaser's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.
- 5.42.3 Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- I. the Bidder, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may

be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- a) where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
  - b) a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- II. a constituent of such Bidder is also a constituent of another Bidder; or
  - III. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - IV. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
  - V. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Bidder; or
  - VI. there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Systems Implementation Agency will depend on the circumstances of each case. While providing software implementation and related solutions to the Purchaser for this particular assignment, the Systems Implementation Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - VII. A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

5.42.4 An Bidder eventually appointed for providing Services in accordance with the Section 7 Scope of Work of this RFP, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the Purchaser in continuation of this systems implementation or to any subsequent systems implementation executed for the Purchaser in accordance with the rules of the Purchaser.

### **5.43 Severance**

5.43.1 In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect

### **5.44 Governing Language**

5.44.1 The Contract shall be written in English language. Subject to Clause 5.48.5 - General such language versions of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

### **5.45 Publicity**

5.45.1 The Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent

### **5.46 “No Claim” Certificate**

5.46.1 The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a “No claim” certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted

### **5.47 Force Majeure**

5.47.1 Force Majeure shall mean an event beyond the control of the Parties and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

- a. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- c. rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- e. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
- f. acts or threats of terrorism

5.47.2 Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract. However, the Bidder shall note that cyber-attack, corruption of information, software corruption, destruction of information, virus attack in the system or any such software malfunction shall not constitute a Force Majeure event and the rectification of the same shall be borne by the Bidder.

- 5.47.3 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser shall make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate DR or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.
- 5.47.4 In case of a Force Majeure, all Parties shall endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure
- 5.47.5 In case of Force Majeure, all the Parties shall bear their own costs, and the Purchaser shall not be liable to the Bidder for any costs that the latter incurs on account of such Force Majeure
- 5.47.6 In the event that the Force Majeure continues for 180 (one hundred and eighty) days, the Contract shall be deemed to have been terminated

## **5.48 General**

### **5.48.1 Relationship between the Parties**

- a. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Agency / Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the Purchaser and Bidder
- b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract
- c. The Purchaser has no obligations to the Bidder's Team except as agreed under the terms of this Contract

### **5.48.2 No Assignment**

The Bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser. The Purchaser shall not assign, delegate or otherwise transfer any of its liabilities or obligations under this contract without prior written permission of the Bidder.

### **5.48.3 Survival**

The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations

### **5.48.4 Entire Contract**

The terms and conditions laid down in the RFP and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

5.48.5 Governing Law

This Contract shall be governed in accordance with the Laws of India

5.48.6 Jurisdiction of Courts

The courts of India at Chandigarh have exclusive jurisdiction to determine any proceeding in relation to this Contract

5.48.7 Compliance with Laws

The Bidder shall comply with the laws in force in India in the course of performing this Contract

5.48.8 Notices

a. A "notice" means:

- i. A notice; or
- ii. A consent, approval or other communication required to be in writing under this Contract

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To Purchaser at:

Amritsar Smart City Limited

<<Attn: XXXX, XXXX, ASCL >>

[Phone:]

[Fax:]

To Bidder at:

Attn:

[Phone:]

[Fax:]

Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above.

A notice served on a Representative is taken to be notice to that Representative's Party

5.48.9 Waiver

- a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights
- b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision
- c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision

5.48.10 Modification

Any modification of this Contract shall be in writing and signed by an authorized representative of each Party

5.48.11 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them

#### **5.49 Exit Management Plan**

- 5.49.1 An Exit Management plan shall be furnished by Bidder in writing to the Purchaser within 60 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the Contract as a whole and in relation to the Project Implementation, and Service Level monitoring
- a. A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider 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 provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer
  - c. Exit Management plan in case of normal termination of Contract period
  - d. Exit Management plan in case of any eventuality due to which Project is terminated before the Contract period
  - e. Exit Management plan in case of termination of the Bidder
- 5.49.2 Exit Management plan at the minimum adhere to the following:
- a. Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, sources codes, reports, documents and other relevant items to the Replacement Service Provider / Purchaser
  - b. Certificate of Acceptance from authorized representative of Replacement Service Provider issued to the Bidder on successful completion of handover and knowledge transfer
  - c. In the event of termination or expiry of the Contract, Project Implementation, or Service Level monitoring, both Bidder and Purchaser shall comply with the Exit Management Plan
  - d. During the exit management period, the Bidder shall use its best efforts to deliver the Services

#### **5.50 IT Act 2008**

- 5.50.1 Besides the terms and conditions stated in this document, the Contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2008 (amendment)

#### **5.51 Issue Management Procedures**

##### **5.51.1 General**

Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between ASCL and Bidder.

Implementing such a process at the commencement of Services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process shall only be used on an exception basis if issues are not resolved at operational levels.

##### **5.51.2 Issue Management Procedures**

- a. Either ASCL or Bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions
- b. The ASCL and the Bidder shall determine which committee or executive level should logically be involved in resolution. A chain of management escalation is defined in the document.
- c. A meeting or conference call shall be conducted to resolve the issue in a timely manner. The documented issues shall be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- d. The ASCL and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder shall then communicate the resolution to all interested parties.
- e. In case the issue is still unresolved, the arbitration procedures described in the Contract shall be applicable

#### 5.51.3 SLA Change Control

##### a. General

It is acknowledged that this SLA may change as ASCL's business needs evolve over the course of the Contract period. This document also defines the following management procedures:

- I. A process for negotiating changes to the SLA
- II. An issue management process for documenting and resolving difficult issues
- III. ASCL and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management

Any changes to the levels of Service provided during the Term of this Contract shall be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes shall be documented as an addendum to this SLA and, subsequently, the Contract.

If there is any confusion or conflict between this document and the Contract, the RFP and its addenda, the Contract shall supersede.

##### b. SLA Change Process

The parties may amend this SLA by mutual agreement in accordance with terms of this Contract. Changes can be proposed by either party. The Bidder can initiate an SLA review with the ASCL. Normally, the forum for negotiating SLA changes shall be ASCL's quarterly meetings. Unresolved issues shall be addressed using the issue management process.

The Bidder shall maintain and distribute current copies of the SLA document as directed by ASCL. Additional copies of the current SLA shall be made available at all times to authorized parties.

##### c. Version Control

All negotiated SLA changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

##### d. Responsibilities of the Parties

###### **Bidder**



Bidder is responsible for executing this Contract and delivering the services, while maintaining the specified performance targets.

Additionally the Bidder is responsible for:

- i. Reporting problems to ASCL as soon as possible
- ii. Assisting ASCL in monitoring of the SLA
- iii. Providing early warning of any organizational, functional or technical changes that might affect Bidder's ability to deliver the services
- iv. Assisting ASCL to address and resolve issues from time to time

Bidder shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible.

### **ASCL**

ASCL is responsible for:

- i. Reporting defects and problems to the Bidder as soon as possible
- ii. Monitoring the SLA
- iii. Providing early warning of any organizational, functional or technical changes that might affect Bidder's ability to deliver the services
- iv. Assisting Bidder to address and resolve issues from time to time

### **e. Penalties**

- i. The total quarterly deduction shall not exceed 5% of the total Work Order Value.
- ii. Two consecutive quarterly deductions of more than 4% of the total Work Order Value on account of any reasons, shall be deemed to be an event of default and termination General Conditions of the Contract and the consequences shall follow

**Overall penalties including LD shall be deducted with a maximum capping of 15% of the Contract Value. Subsequently ASCL reserves the right to initiate termination of the Contract / legal action against the Bidder.**

### **f. Management Escalation Procedures & Contact Map**

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure would mean that ASCL and Bidder management are communicating at the appropriate levels.

#### **Escalation Procedure**

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- i. Either ASCL or Bidder can initiate the procedure
- ii. The "moving party" should promptly notify the other party that management escalation shall be initiated
- iii. Management escalation shall be defined as shown in the contact map below
- iv. Escalation shall be one level at a time and concurrently

### **Contact Map**

Escalation Level	Department Representative with contact Details	Bidder* Representative with contact Details
Level 1: Project Manager		
Level 2: Project Director / CEO		

\*Bidder shall provide information for the following:

- i. Chief Executive Officer
- ii. Project Manager
- iii. Team Members / Engineers

g. Acceptance of SLA

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement vide Tender No. <TENDER REFERENCE NUMBER> Dated <DATE> to be executed by their respective authorized representatives

For and on behalf of:

\_\_\_\_\_ Bidder

Place: \_\_\_\_\_

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

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

Office Seal: \_\_\_\_\_

For and on behalf of:

\_\_\_\_\_ ASCL

Place: \_\_\_\_\_

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

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

Office Seal: \_\_\_\_\_

## 5.52 Change Control

### 5.52.1 Change Control Procedure

This part of the section describes the procedure to be followed in the event of any proposed change to this Contract and Project Implementation & Maintenance. Such change shall include, but shall not be limited to, changes in the Scope of Work by Bidder and changes to the terms of payment as stated in the RFP.

ASCL recognize that frequent change is an inevitable part of delivering Services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Bidder shall endeavour, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the RFP and ASCL shall work with the Bidder to ensure that all changes are discussed and managed in a constructive manner.

This Change Control Schedule sets out the provisions which shall apply to changes to (a) the Contract; (b) the Project Implementation; and (c) the Project Maintenance.

a. Change Control Note ("CCN") & Change Note on Scope of Work ("CNS")

- i. For performing of any functional changes to system, which are deviating from the signed-off Functional Requirements / System Requirements, a separate Change Control Note (CCN) (Refer Annexure II: Change Control Note) shall be prepared by Bidder and the changes in the Solution shall be implemented accordingly at no additional cost to ASCL.

- The time period for implementation of change shall be mutually decided between Bidder and ASCL.
- ii. In case there is a change request in the Scope of Work, the Bidder shall prepare the “CNS (change note on Scope of Work)” and get it approved by ASCL for the additional cost, effort and implementation time
  - iii. The pricing of any change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the change.
- b. Decision of ASCL on change being a CCN or CNS would be final & binding on Bidder
- i. Change requests in respect of the Contract, the Project Implementation, or the Maintenance SLA shall emanate from the Parties' respective Project Manager who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Note / Change in Scope Process and shall complete Part A of the CCN/CNS attached below hereto. CCNs/CNSs shall be presented to the other Party's Project Manager who shall acknowledge receipt by signature of the CCN/CNS.
  - ii. The Bidder and ASCL, while preparing the CNS, shall consider the change only when such change is beyond the Scope of Work including ancillary and concomitant services required as detailed in RFP. The value of each CNS request should not be **exceeding 5% of the Contract value** in any case and overall cost of CNSs, during the term of Project, shall not **exceed 15% of the Contract Value**.
  - iii. It is hereby also clarified that the payment for the change of scope as stated shall be calculated as per the estimated man-month effort quoted by the Bidder in its bid and stated in a man-month effort to be submitted by the Bidder prior to taking up the change of control event and accepted by ASCL
- c. Quotation
- i. The Bidder shall assess the CCN/CNS and complete Part B of the CCN/CNS. In completing Part B of the CCN/CNS the Bidder shall provide as a minimum:
    - a description of the change;
    - a list of deliverables required for implementing the change;
    - a timetable for implementation;
    - an estimate of any proposed change;
    - any relevant acceptance criteria;
    - an assessment of the value of the proposed change for CNS;
    - material evidence to prove that the proposed change is not already covered within the scope of the Project, SLAs, or Contract
  - ii. Prior to submission of the completed CCN/CNS to ASCL, the Bidder shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Bidder shall consider the materiality of the proposed change in the context of the Contract, the Project Implementation & Maintenance including SLAs affected by the change and the total effect that may arise from implementation of the change.

- iii. Materiality criteria shall be established by ASCL, and the Bidder's Project Manager. Changes requiring no escalation of authority can be implemented. Discussion and Contract as to materiality shall be held in accordance with the Governance Schedule.
- iv. Upon receipt of the Change Proposal, ASCL and the Bidder shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, ASCL shall, if it intends to proceed with the Change, issue the Bidder a Change Order. If the ASCL is unable to reach a decision within fourteen (14) days, it shall notify the Bidder with details of when the Bidder can expect a decision. If ASCL decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Bidder accordingly.
- d. Costs  
Bidder shall be responsible for its own costs incurred in the quotation, preparation of CCNs/CNSs and in the completion of its obligations described in this process provided the Bidder meets the obligations as set in the CCN/CNS. In the event the Bidder is unable to meet the obligations as defined in the CCN/CNS then the cost of getting it done by third party shall be borne by the Bidder.
- e. Reporting/Review  
The Status on the progress of the change requests and CCNs/CNSs shall be reported by Bidder to ASCL on a periodic basis and same shall be reviewed by both the parties on fort-nightly basis. For any changes in the Solution, identified by either party, Bidder shall prepare a detailed Change Control Note / Change Note on Scope of Work within 10 (ten) working days from the date of intimation of such change.
- f. Obligations  
The Bidder shall be obliged to implement any proposed changes once approval from ASCL in accordance with this CCN/CNS has been given, with effect from the date agreed for implementation.
- g. Payment for Change Order  
Payment for any change order on Scope of Work (CNS) shall be on the basis of the blended Man-month rate as quoted in the Commercial Bid (exclusive of any Tax) and would be paid quarterly.

### **5.53 Resale of Network Bandwidth**

- 5.53.1 As per guidelines of Telecom Regulatory Authority of India (TRAI), resale of bandwidth connectivity is not allowed. In such a case, a tripartite agreement shall be signed between the Purchaser and Internet Service Provider(s) as per the format in Form A.12.

## 6 Evaluation of Bids

1. Only those Bidders who qualify all Technical requirements shall be qualified for Commercial bid evaluation
2. The ASCL reserves the right to reject a Product/Solution/Service if it is of an opinion that the offered product/service does not match the Functional requirements specified in the RFP
3. The ASCL reserves the right to request Bidder for Proof of Concept (PoC) or Technical Demo for the proposed technology/solution
4. The technical bid shall first be reviewed for determining the Compliance of the Technical bids with the RFP terms and conditions, Minimum/Mandatory Functional requirements and the Scope of Work as defined in this RFP
5. Any bid found to be non-compliant to the mandatory Functional Requirements, RFP terms and conditions and the Scope of Work shall be rejected and shall not be considered for further evaluation. Bids that are technically compliant would only be taken up for commercial evaluation.
6. Bidder is required to submit all the supporting documents as per the criteria mentioned in the RFP. ASCL reserves right to summarily reject any bid which does not contain all the mandatory supporting document or may ask Bidder to resubmit documents, the decision of ASCL shall be final and binding in this regard.
7. Bidders failing to meet the criteria listed in the Table Sr. No 10 below or not submitting requisite supporting documents / documentary evidence for supporting Technical evaluation criteria are liable to be rejected summarily.
8. The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the RFP. The bids must be complete in all respects and should cover the entire Scope of Work as stipulated in the RFP.
9. ASCL reserves the right to disqualify any Bidder based on any criteria considered relevant and its decision is binding. Representations, if any from disqualified Bidders shall not be entertained and shall be summarily rejected. ASCL shall not respond to any query raised by Bidders seeking reasons for rejection of the bid.
10. Technical Bids shall then be evaluated for the following parameters:

**Table 6-1: Technical evaluation criteria**

S. No.	Category	Requirement	Supporting documents required
<b>A</b>	<b>Company Profile and Turnover</b>		
A1	Company Registration	The Bidder should be registered under Companies Act, 2013 or a LLP firm/Partnership firm under Partnership Act 1932.	<ul style="list-style-type: none"> <li>• Copy of Certification of Incorporation/Registration Certificate</li> </ul>
A2	ISP Certificate	<p>The Bidder should be TRAI / DOT approved “Class A” or “Class B” ISP License holder valid for the contract duration.</p> <p><b>Note:</b> <i>If the Bidder doesn’t have “Class A” or “Class B” ISP licence then a tripartite agreement shall be signed between the Purchaser, Bidder and Internet Service Provider(s) for the re-sale of the bandwidth.</i></p>	<p>TRAI / DOT issued “Class A” or “Class B” ISP Certificate</p> <p style="text-align: center;">OR</p> <p>Memorandum of Understanding (MoU) for Joint Bidding as per Form A.13 along with TRAI / DOT issued “Class A” or “Class B” ISP Certificate of the joint bidding part</p>
A3	Certifications	<p>The Bidder should possess any two (2) of the below certifications which are valid at the time of bidding:</p> <ul style="list-style-type: none"> <li>• ISO 9001:2008 / ISO 9001:2015 for Quality Management System</li> <li>• ISO 20000:2011 for IT Service Management</li> <li>• ISO 27001:2013 for Information Security Management System</li> </ul>	Copies of valid certificates
A4	Average Annual Turnover	The Bidder should have an average annual turnover of INR 6.0 Crores and positive net-worth for the last three financial years (FY 2015-16, 2016-17 and 2017-18) with at least 1 year of Operations in India as on bid submission date.	<ul style="list-style-type: none"> <li>• Audited financial statements for the last three financial years (FY 2015-16, 2016-17 and 2017-18)</li> <li>• Certificate from the Statutory Auditor on turnover details for the last three (3) financial years (FY 2015-16, 2016-17 and 2017-18)</li> </ul>

S. No.	Category	Requirement	Supporting documents required
			<ul style="list-style-type: none"> <li>Certificate from the Statutory Auditor on positive net-worth for the last three (3) financial years (FY 2015-16, 2016-17 and 2017-18)</li> </ul>
<b>B</b>	<b>Project Experience</b>		
B1	Wi-Fi Projects including required network infrastructure (No. of projects)	The Bidder should have experience in India of setting up <b>at least two (2)</b> Wi-Fi Services projects along with Operations & Maintenance and required network infrastructure with at least 20 access points (outdoor and public area such as open parks, streets, stadium, residential colonies, bus terminal, railway station etc.) out of which <b>one (1) project should have been completed</b> during last 3 years as on bid submission date.	<p><b>1.</b> Work order/ Contract Agreement/ Purchase Order <b>OR</b> Contract clearly highlighting the Scope of Work, Bill of Material and value of the Contract/order <b>OR</b> Certificate from the Statutory Auditor mentioning the Scope of Work, Bill of Material and value of the Contract/order, signed by authorised signatory of the Bidder for this bid <b>OR</b> Certificate from the Statutory Auditor mentioning the Scope of Work, Bill of Material and value of the Contract/order, signed by authorised signatory of the Bidder against the order placed on the vendor for the supply and installation, testing of these access points for minimum 1 Cr. each as on bid submission date.</p> <p><b>Note:</b> Bidder shall mention disclaimer under each Certificate obtained by Statutory Auditor that Bidder cannot submit Work Order or Contract due to NDA signed with respective client</p> <p><b>AND</b></p> <p><b>2.</b> Completion Certificate issued &amp; signed by the competent authority of the client entity on the entity's letterhead <b>OR</b> Copies of payments received, signed by the Statutory Auditor of the Bidder or any other document certifying the completion of the project</p>
B2	Wi-Fi Projects including required network infrastructure (Value of Project)	The Bidder should have experience in India of <b>completing* at least two (2)</b> Wi-Fi Services projects along with Operations & Maintenance and required network infrastructure with outdoor and public area (such as open parks, streets, stadium, residential colonies, bus terminal, railway station etc.) access points with minimum value of INR 1 Crore each during last 3 years as on bid submission date.  *Completed project implies Implementation, successful go-live, Operations & Maintenance of the project value	

S. No.	Category	Requirement	Supporting documents required
			<p><b>Note:-</b></p> <p>i. In case of a turnkey project comprising of application development and IT Infrastructure, the Bidder is required to submit a certificate from Statutory Auditor / Company Secretary specifying the work related to Wi-Fi</p> <p>ii. Only Projects executed by Bidder in its own capacity (SP's or ISP) shall be considered for evaluation. Projects which have been executed by Bidder's consortium partner shall NOT be considered for evaluation</p>
<b>C</b>	<b>Bidder's Undertaking</b>		
C1	Blacklisted / Debarment	The Bidder should not have been black-listed by any Central/ State Government as on bid submission date (during last three (3) years)	Undertaking signed by CEO/ Country Head/ Authorized signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public as per format in Form A.11
C2	Power of Attorney	Specific Power of Attorney in favour of Authorised Signatory signing the bid and Board Resolution in favour of person granting the Power of Attorney for the Bidder (on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized) who shall sign the Contract Agreement	Specific Power of Attorney for the Bidder to sign the Contract Agreement as per format in Form A.5

The Commercial Evaluation would be done for only those Bidders, who comply with the Technical Evaluation criteria mentioned in the **Table 6-1: Technical evaluation criteria**. The Evaluation Committee may invite only such qualified Bidders to make a presentation as part of the technical evaluation.

#### Evaluation of Commercial Bids

1. All the technically qualified Bidders shall be notified to participate in Commercial Bid opening process



2. Bidders quoting unrealistic cost of items shall be rejected straightaway by ASCL. Any bid found to have unsatisfactory response in the Technical criteria as mentioned in the Table above shall be rejected and shall not be considered for further evaluation.
3. The Commercial Bids for the technically qualified Bidders shall then be opened on the notified date and time and reviewed to determine whether the Commercial Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Purchaser’s discretion.
4. Commercial Bids that are not as per the provided format provided in Form A.8 shall be liable for rejection
5. Arithmetical errors will be rectified on the following basis:  
 “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If there is an arithmetic discrepancy in the commercial bid calculations, the Purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, bid may be rejected.
6. The Bidder who has quoted the lowest “Total Service Fee” shall be awarded the Contract. For the purpose of arriving at L1, prices inclusive of any applicable taxes and levies etc. shall be considered. The bidder quoting the next lowest price, ranked “L-2” and so on, set out in the table below:

<b>Name of the Bidder</b>	<b>Financial Proposal</b>	<b>Rank</b>
Bidder 1	Lowest	L-1
Bidder 2	Second Lowest	L-2
Bidder 3	Third Lowest	L-3
Bidder n	n <sup>th</sup> Lowest	L-n

7. The bid price shall include all taxes and levies and shall be in Indian rupee and mentioned separately

In the event that two or more Bidders score exactly the same “Total Service Fee” in respect of the Project, then the Preferred Bidder shall be selected who has listed more number of completed projects

## 7 Scope of Work

The broad scope of work of Service Provider is to provide free Wi-Fi solution to minimum 3000 concurrent users without any decrease in the bandwidth at Heritage Walk Area (approx. 800 meters). Refer Annexure IV: City Wi-Fi Location Map

### 7.1 General Scope

Wi-Fi shall be available for 24 X 365 for general public. The Service Provider shall be responsible for providing the Wi-Fi Services in the Heritage Walk Area for 4 years on a lease basis which shall include but not limited to:

- i. Prepare Work Plan / Procedure indicating the detailed approach for commissioning of the field equipment, use of existing poles and manholes etc.
- ii. Service Provider shall start work execution after obtaining approval on work plan from ASCL.
- iii. Any civil work including but not limited to erection of new poles, digging, trenching, laying of foundations etc. is NOT allowed in the Heritage Walk area.
- iv. Permissions, as required for using the existing poles, underground ducts etc. shall be facilitated by ASCL
- v. Installation, testing, commissioning of all the hardware (IT & Non-IT) and software inclusive of cables and all applicable accessories required for the successful completion of the entire projects as per the scope of work and Wi-Fi Service Specifications listed in Section 8 of the RFP at the respective locations.
- vi. Installation, commissioning and O&M of all the required hardware like Junction box, switch, UPS, Last mile cabling, earthing, accessories etc.
- vii. Hardware, Software and network components along with bandwidth and support facility for 4 years shall be added and Service Provider will be required to provide end to end Wi-Fi solution. Service Provider shall provide all the required hardware/software/services which may have been inadvertently missed out to run the entire project successfully.
- viii. It is suggested that Service Provider should maintain at least 10% of the spare field equipment to meet SLA requirements.
- ix. Required IP Pool for the project shall be provided by the Service Provider.
- x. Provide Project Status reports, SLA reports in the format and frequency as decided by ASCL
- xi. Ensure that on completion of work and on expiry of contract, site has to be restored to its original condition as per rules /provisions of respective local bodies/authorities.
- xii. Push SMS alerts to the citizens entering the Heritage Street regarding free Wi-Fi services.

### 7.2 Site Survey

- i. The Service Provider shall submit a detail design report for review and approval by ASCL before commencement of the field installation and commissioning which includes;
  - a) Site Survey details including RF survey with details of interference from other equipment operating in area, transmit power requirements study, and signal attenuation from major obstructions, antenna orientation and Received Signal Strength Indicator (RSSI) heat maps
  - b) Fiber Optic Network Plan with junction box locations
  - c) Location of access point mounting points

- d) Detail of mounting poles and other civil infrastructure work required for network connectivity to access points
- e) Based on above study best suited operational parameters, mounting locations and antenna type and orientations shall be defined in the report

### **7.3 Site Preparation, Installation and Commissioning**

- I. The complete Wi-Fi Solution which shall include but not limited to Field Device Administration, User registration, Authentication, Session management, Payment Gateway, Network Security, Network Monitoring, SLA monitoring and MIS reporting utility etc. shall be hosted on MeitY approved cloud service provider or Service Provider's own hosting environment. Refer Annexure III: Indicative Bill of Material
- II. Installation, commissioning and activation of all Public-Wi-Fi related Wi-Fi hardware and other required accessories such as cables, switches, routers, modems, check points, security appliances, mounting infrastructure, civil work, software, services, bandwidth, Operations and Maintenance are responsibility of Service Provider. All cost related to above activities for period of the contract shall be borne by the Service Provider.
- III. The proposed Wi-Fi solution should be inclusive of all the components like WLAN Controller, Authentication, Authorization and Accounting (AAA), RADIUS, SMS Gateway, Payment Gateway, customization and branding of services, integration with any third-party services as and when required)
- IV. The proposed Wi-Fi solution should support features such as user authentication, access etc. through OTP (One Time Password) on mobile number.
- V. The maximum waiting time for sending OTP by service provider shall be fixed as 30 seconds and next 30 seconds shall be kept for user authentication. It should be capable to put a cap on the user session and amount of data consumed, regulate bandwidth besides allowing users to buy in the extras usage access. Thereby it shall be required to be integrated with a Payment and SMS Gateway along with a centralized billing mechanism. The proposed solution should have an appropriate billing application/mechanism for the users opting for paid packages plan beyond threshold limit.
- VI. As footfall is being high, there may be higher attenuation due to gathering of people at a place. Service Provider shall plan accordingly to provide signals better than -65 dBm at every place in the range of access points even when crowd is very high at a place
- VII. The Service Provider shall design a webpage for taking user feedback in consultation with ASCL. The feedback shall be taken from users about ease of use, experience, quality of service etc.
- VIII. The Service Provider shall ensure that System or equipment to be installed shall not pose any threat to the residents or public property
- IX. Service Provider shall make provisions for providing electricity to the Access Points. ASCL shall arrange electric meter connection to Service Provider
- X. The recurring expenses towards electricity would be reimbursed to the Service Provider on actual basis on a quarterly basis
- XI. Service Provider shall provision battery backup to the Access Points. Backup device should be of appropriate capacity to allow continuous backup for minimum 1 hour.

## 7.4 Guidelines

- i. The proposed Wi-Fi solution should be fully secured and as per WPC regulations/guidelines. Service Provider is responsible for keeping log of users by storing minimum required information like Phone No, MAC & IP addresses, access time, duration, data consumed etc.
- ii. The Service Provider shall follow all the guidelines of TRAI/WPC/DOT or any other agency authorized by Government of India and Government of Punjab for security and routine compliances time to time.
- iii. Service Provider shall ensure compliance to all the applicable Regulatory, Tariff plan, Security and Legal guidelines issued by Department of Telecommunications/TRAI from time to time
- iv. The Service Provider shall ensure that system doesn't violate any radiation standards specified in the DOT/TRAI or any other agency of Government of India and Government of Punjab"

## 7.5 Operations & Management

- ii. Operations & Management of Public Wi-Fi Infrastructure, which shall include but not limited to:
  - a) Maintenance of Access Points and all the network infrastructure on site
  - b) Service Level Agreement(SLA) management
  - c) Registration of New Users and profile management including registration of users with International Mobile Number
  - d) Authentication, Authorization and Accounting of new and existing users including registration of users with International Mobile Number
  - e) Privacy Protection of all users of the service
  - f) Maintaining security of the Public Wi-Fi network Infrastructure
  - g) Payment Management (in case of paid plans)
  - h) Provide dedicated support staff for all technical and commercial issues in the Public Wi-Fi Service
- iii. Service Provider shall be responsible for Field Hardware Vandalism and shall replace it free of cost. In no case, ASCL shall be liable for any kind of un-desired activity which may lead to SLA breach

## 7.6 Information Security

- i. The Service Provider shall have to provide the required mechanism to keep such logs and forward the same to ASCL for keeping a track of the URL Visited, Sites accessed by the end users
- ii. Service Provider shall ensure that information collected from the Wi-Fi users cannot be disclosed to other organizations or individuals unless specifically authorized by law or by consent explicit consent of the user.
- iii. Service Provider shall retain all the user information and usage data for the entire duration of the Contract and the ownership of this "Project Data" will rest with ASCL. The Service Provider shall have a 24\*7 Toll Free number to attend to registered complaints.

## 7.7 Acceptance Testing

Service Provider shall get the Acceptance Testing and Load testing, Network Security Audit and one month of trial run done before effective date of Go-Live

## 7.8 Project Documentation

Service Provider shall Draft the end user privacy policy in accordance with applicable laws and policies in India. The provisions of the Privacy Policy shall be enforced for the entire duration of the Contract

## 7.9 Advertisement Policy

- i. Service Provider prepare and adhere to advertisement policy in accordance with the Advertisement Policy of Municipal Corporation, Amritsar. The indicative list of restricted advertisement is as below (not exhaustive):
  - a) Nudity
  - b) Racial advertisements or advertisement; propagating caste, community ethnic differences
  - c) Advertisement promoting drugs, alcohol, cigarette or tobacco items
  - d) Advertisements propagating exploitation of women or child
  - e) Advertisement having sexual overtone
  - f) Advertisement depicting cruelty to animals
  - g) Advertisement depicting any nation or institution in poor light
  - h) Advertisement casting aspersion of any brand or person
  - i) Advertisement banned by the Advertisement Council of India or by law
  - j) Advertisement glorifying violence
  - k) Destructive devices and explosives depicting items
  - l) Lottery tickets, sweepstakes entries and slot machines related advertisements
  - m) Any psychedelic, laser or moving displays
  - n) Advertisement of Weapons and related items (such as firearms, firearm parts and magazines, ammunition etc.
  - o) Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing
  - p) Advertisements which may be obscene or contain pornography or contain an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986
  - q) Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860; or
  - r) Any other items considered inappropriate by the Advertisement Regulatory Committee.
- ii. ASCL shall approve Service Provider's advertisement strategy and execution plan keeping in mind that users are not inundated with advertisements to an extent that it impacts user experience.

- iii. Service Provider shall take written approval from ASCL on the content, design, size, duration of such advertisements / marketing strategies.
- iv. During the first free hour of the Internet Usage, Service Provider can only display advertisement on the User Login Page. User Login Page should have provision to be minimized or closed by the User once the login process is complete. No additional advertisement including but not limited to pop-ups, animations, advertisements with video-audio shall be allowed during the free usage period. However, during this first free hour of the Internet usage Service Provider may push advertisements via SMS, WhatsApp etc. as per applicable DoT guidelines and TRAI regulations.

## 8 Wi-Fi Service Specifications

### 8.1 Bandwidth

Bandwidth is proposed to be configured as follows:

- i. First 30 minutes the internet speed shall be limited to 3 Mbps
- ii. Post 30 minutes, bandwidth shall be limited to 1 Mbps for free usage for next 30 minutes which can be further continued using paid plans at available bandwidth as per plan chosen and other parameters at discretion of service provider

### 8.2 Fair Usage Policy Requirements

Advanced Traffic Shaping Software (ATSS) shall be used to configure and apply fair usage policies as per requirement of ASCL and Users.

- i. There shall be a policy to disconnect user, if user is in-active for defined time e.g. 15 minutes
- ii. There shall be a policy to terminate the session after configurable time so that new users may be able to connect to access point. This option may be set in case users are unable to connect to access points during peak periods
- iii. There shall be a policy to define the user session period and extend the user session for configurable number of times in a day
- iv. There shall be a policy to use internet at maximum speed for number of configurable time in a day e.g. 3 Mbps for 30 mins by maintaining usage records at per user level.
- v. There shall be a policy to configure extended usage speed for configurable time in a day e.g. 1 Mbps for 30 mins by maintaining usage records at per user level
- vi. There shall be no limit on maximum consumption of data volume for users in a day although users shall be allowed for maximum speed of 3 Mbps in first 30 minutes and 1 Mbps for next 30 minutes under free usage
- vii. Maximum free connectivity time per user per day is 1 hour. Session shall terminate after 1 hour of continuous usage
- viii. Multiple Sessions are allowed for any user till he reaches the maximum limit of 1 hour usage per day
- ix. Users shall have the option to logout.
- x. Software shall be able to configure maximum connectivity time for any User MAC ID / IP Address.
- xi. There shall be configurable policy to allow or block various types of contents and websites on user' device. E.g. Torrent download, games download, video/movie streaming services and URL's banned by Hon'ble Courts/ Regulatory body etc.

### 8.3 Functional Requirements

S. No.	Category	Minimum Required Specifications
1.	Coverage	Access Point radio should have minimum 3x3:MU-MIMO capability
2.	Certification	802.11 a/b/g/n/ac functionality certified by the Wi-Fi alliance
3.	Antenna	Access Point can have integrated or external Antenna

S. No.	Category	Minimum Required Specifications
4.	Design	Access point should be industrial design for harsh outdoor environments
5.	QoS	Access point should support Quality of Service for Unified Communication Apps
6.	Optimization	Access point should optimize the RF environment including channel width, channel selection and transmit power
7.	Functional	Access point should support spectrum analyser which remotely scans the 2.4-GHz and 5-GHz radio bands to identify sources of RF interference
8.	Connectivity	Access point should support Wireless mesh connections
9.	Security	Access point should support IP reputation and security services to identify, classify, and block malicious files, URL and IPS and provide comprehensive protection against advanced online threats
10.	Connectivity	Access point should support Space-time block coding for increased range and improved reception
11.	Throughput	Access point should support low-density parity check for high-efficiency error correction and increased throughput
12.	Range	Access point should support Transmit beam-forming for increased signal reliability and range
13.	Range	Access point should support 802.11ac beamforming
14.	Security	The access point should be capable of performing security scanning and serving clients on the same radio. It should also be capable of performing spectrum analysis and security scanning using same radio
15.	Utility	Access point should support 802.3af/at POE standard
16.	Roaming	Must support Proactive Key Caching and/or other methods for Fast Secure Roaming
17.	Security	Must operate as a sensor for Wireless IPS (WIPS)
18.	Security	AP model proposed must be able to be both a client-serving AP and a monitor-only AP for Intrusion Prevention services
19.	Functional	The Access Point should have the technology to improve downlink performance to all mobile devices



S. No.	Category	Minimum Required Specifications
20.	Management	Access point must incorporate radio resource management for power, channel, coverage hole detection and performance optimization
21.	Bandwidth	There shall be no capping on bandwidth being utilised by an access point. The maximum limit being 1 Gbps, which is shared dynamically between all access points.
22.	Roaming	This shall allow seamless movement of users between access points.
23.	Roaming	Session should be continued without break throughout the coverage area, even if user is moving from one access point to other access point till usage limit of 1 hour per user per day is achieved.
24.	Security	Wireless solution should have the technology to eliminate sticky clients and boost Wi-Fi performance by ensuring that clients associate with the best access point. It also groups the MU-MIMO clients together for simultaneous transmission to multiple devices, improving the overall WLAN capacity
25.	Support	Should support an ability to dynamically adjust channel and power settings based on the RF environment
26.	Control	Wireless solution should control and shape all user traffic and flexibility to control exactly which users can use which ports, apps to restrict usage as per requirements of ASCL, TRAI and other Government laws or court orders.
27.	Reporting	Should provide real-time charts/log showing interferers per access point, on per- radio, per-channel basis
28.	Security	WIPS solution should automatically blacklist clients when they attempt any attack.
29.	Security	WIPS solution should be capable of wireless intrusion detection & prevention. The WLAN should be able to detect Rogue AP and take corrective action to prevent the rogue AP. The system should detect and prevent wireless client connecting to rogue AP.
30.	Security	The WIPS solution should detect and protect if somebody tries to spoof mac address of client or AP for unauthorized authentication.
31.	Security	The WIPS solution should detect and protect if a client/tool tries de-authentication broadcast attempts to disconnect all clients in range

S. No.	Category	Minimum Required Specifications
32.	Management	The solution should support 75,000 endpoints for AAA and device profiling from day 1 should be scalable and stable solution to support 1,50,000 endpoints for AAA in future using additional appliances
33.	Integration	The solution should integrate with SMS gateway to provide OTP authentication to guest user
34.	Authentication	The solution should be able to identify the existing user for repeat connection and provide a hassle-free authentication
35.	Integration	Solution shall be capable to Integrate various components like NMS , EMS and Security Solutions installed in Service Provider Network with the proposed ICCC so that all Network Status ,Enterprise and Security Reports are visible to ASCL as and when the ICCC facility is operational
36.	Reporting	NMS should provide real-time monitoring, pro-active alerts, historical reporting, efficient troubleshooting through centralized intuitive user interface
37.	Reporting	Aggregates, correlates, alerts and logs wireless attacks that have been detected and reported on the network, providing a comprehensive picture of infrastructure
38.	Reporting	System should provide current list of clients connected to each AP, graphical details of wireless traffic & data rates on a per client basis, recent history of association with APs & ad-hoc networks for clients, alerts when wireless clients use interface bridging or Internet from Smart City ICCC
39.	Reporting	System must be able to maintain recent history of connected clients for each AP for up to 60 days
40.	Integration	System shall provide integrated OSS/BSS
41.	Support	The Service Provider shall provide dedicated support staff and helpdesk for the Golden Temple Public Wi-Fi Project with 24 * 7 Toll Free Dedicated Telephone Support for users , Field Network Repair Technicians and Enterprise Applications/Hardware Support Staff
42.	Reporting	The Service Provider shall provide SLA monitoring dashboard with all SLA parameters and reports interface to ASCL at proposed ICCC to monitor the network. These reports shall be customizable to meet requirements of ASCL.

## 9 Implementation Plan, Payment Schedule and Deliverables

### 9.1 Project Deliverables, Milestones, Timelines and Payment

S. No.	Milestone	Deliverables	Timelines	Payment
1.	Contract Signing & Project Kick-off	<ul style="list-style-type: none"> <li>Signed Contract</li> </ul>	T*	Nil
2.	Site Survey and Work Plan	<ul style="list-style-type: none"> <li>Detailed Work Plan</li> <li>Site Survey Reports</li> </ul>	T1=T+ 1 weeks	
3.	Wi-Fi implementation work including existing Poles, Cables, New Poles, Cable laying, AP Installation, Configuration, Network Integration, Testing, Commissioning	<ul style="list-style-type: none"> <li>Equipment Commissioning Completion Report</li> </ul>	T2= T1 + 6 weeks	Nil
4.	Trial run for a period of 4 weeks Followed by Go-Live	<ul style="list-style-type: none"> <li>Trial run report including detailed Service Levels achieved</li> <li>Test Reports</li> </ul>	T3= T2+4 Weeks	Nil
5.	Go-live and issue of Final Acceptance Certificate from ASCL	<ul style="list-style-type: none"> <li>Go-live report</li> </ul>	T4= T3 + 1 week	Advance Quarterly Fee after deduction of applicable penalty (if any)
6.	Wi-Fi Services Operations	SLA Compliance for the period of agreement signed	T4 + 4 years	Payment shall be done in equated quarterly instalments for 4 years. First payment shall be paid in advance after the effective date of Go-Live of Wi-Fi Services and then in subsequent quarters for remaining period

S. No.	Milestone	Deliverables	Timelines	Payment
				after submission of reports, acceptance of ASCL and deduction of applicable penalty, if any

\* Where T = Date of signing contract/ issuance of LOI.

## 9.2 Payment terms

Payments to Service Provider, after successful completion of the target milestones (including specified project deliverables), shall be made as under:

- i. The request for payment shall be made to the purchaser in writing, accompanied by invoices (in triplicate) describing, as appropriate, the services performed and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract. The Invoices shall be raised with Punjab GST.
- ii. Due payments shall be made promptly by the purchaser, generally within forty five (45) days after submission of an invoice the by Service Provider
- iii. The currency or currencies in which payments shall be made to the Service Provider under this Contract shall be Indian Rupees (INR) only
- iv. All remittance charges shall be borne by the Service Provider
- v. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
- vi. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations.
- vii. ASCL shall procure Public-Wi-Fi as a service on equated quarterly payment basis. In case of tripartite arrangement between the Service Provider, Internet Service Provider and ASCL; the applicable charges for Network Bandwidth shall be paid directly to Internet Service Provider (ISP) by ASCL

## 10 Service Level Agreement

### 10.1 Purpose

The purpose of Service Levels is to define the levels of service provided by the Service Provider to the ASCL for the duration of the contract. The benefits are:

- i. Help the ASCL control the levels and performance of Service Provider's services
- ii. Create clear requirements for measurement of the performance of the system and help in monitoring the same during the Contract duration
- iii. The Service Levels are between the ASCL and Service Provider

### 10.2 Service Level Agreement & Targets

- i. This section is agreed to by ASCL and Service Provider as the key performance indicator for the project;
- ii. The following section reflects the measurements to be used to track and report service performance on a regular basis. The targets shown in the following tables are for the period of the Contract.

### 10.3 General Principles of Service Level Agreement

- i. Service Level Agreement (SLA) shall become the part of the Contract between the ASCL and the Service Provider
- ii. SLA defines the terms of Service Provider's responsibility in ensuring the timely delivery of the deliverables and the correctness of the deliverables based on the agreed performance indicators as detailed in this section
- iii. The maximum penalty cap for each quarter during the O&M phase shall be 15% of the Quarterly Fee quoted by the Bidder.
- iv. The Service Provider shall comply with the SLAs to ensure adherence to project timelines, quality and availability of services throughout the duration of the Contract. For the purpose of the SLA, definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:
  - a) "Total Time" – Total number of hours in consideration for evaluation of SLA performance
  - b) "Downtime" – Time period for which the specified services/components/system are not available in the concerned period, being considered for evaluation of SLA, which shall exclude downtime owing to Force Majeure and reasons beyond control of the Service Provider
  - c) "Scheduled Maintenance Time" – Time period for which the specified services/components/system with specified technical and service standards are not available due to scheduled maintenance activity. The Service Provider shall take at least 15 days prior approval from the ASCL for any such activity. The scheduled maintenance shall be carried out during nonpeak- hours and shall not exceed more than four (4) hours and not more than four (4) times in a year
  - d) "Uptime" – Time period for which the specified services are available in the period being considered for evaluation of SLA
  - e) 
$$\text{Uptime (\%)} = [1 - \{(\text{Total Downtime}) / (\text{Total Time} - \text{Scheduled Maintenance Time})\}] * 100$$

- f) "Availability": When the system is working properly performing all business and functional requirements as defined in this RFP
- g) Availability = ((Agreed Hours - (Incident(s) x Duration)) / Agreed Hours)\*100
- h) Penalty shall be applied for each criteria individually and then added together for the total Penalty for a particular quarter
- i) "Incident" – Any event/abnormalities in the service/system being provided that may lead to disruption in regular/normal operations and services to the end user.
- j) "Response Time" – Time elapsed from the moment an incident is reported to the Helpdesk either manually or automatically through the system to the time when a resource is assigned for the resolution of the same
- k) "Resolution Time" – Time elapsed from the moment incident is reported to the Helpdesk either manually or automatically through system, to the time by which the incident is resolved completely and services as per the Contract are restored.

Since it is an SLA driven solution, the entire responsibility of maintaining the Uptime for the network (including fiber optics / cables / access points / software / active / passive network / equipment) shall lie with the Service Provider.

#### 10.4 Implementation phase SLAs

S. No.	Milestone	Deliverables	Timelines	Penalty
1.	Contract Signing & Project Kick-off	<ul style="list-style-type: none"> <li>• Signed Contract</li> </ul>	T*	Nil
2.	Site Survey and Work Plan	<ul style="list-style-type: none"> <li>• Detailed Work Plan</li> <li>• Site Survey Reports</li> </ul>	T1=T+ 1 weeks	For any delay, penalty of INR 1000 per week shall be applicable for up to 4 weeks and then termination of the Contract
3.	Wi-Fi implementation work including existing Poles, Cables, New Poles, Cable laying, AP Installation, Configuration, Network Integration, Testing, Commissioning	<ul style="list-style-type: none"> <li>• Equipment Commissioning Completion Report</li> </ul>	T2= T1 + 6 weeks	For any delay, penalty of INR 5000 per week shall be applicable for up to 8 weeks and then termination of the Contract
4.	Trial run for a period of 4 weeks Followed by Go-Live	<ul style="list-style-type: none"> <li>• Trial run report including detailed Service Levels achieved</li> </ul>	T3= T2+4	For any delay, penalty of INR 5000 per week shall be applicable for up to 8 weeks

S. No.	Milestone	Deliverables	Timelines	Penalty
		<ul style="list-style-type: none"> <li>Test Reports</li> </ul>		and then termination of the Contract
5.	Go-live and issue of Final Acceptance Certificate from ASCL	<ul style="list-style-type: none"> <li>Go-live report</li> </ul>	T4= T3 + 1 week	0.5 % of Quarterly Fee of INR 10,000.00 whichever is higher for each week of delay up to 4 weeks and then termination of the Contract
6.	Wi-Fi Services Operations	<ul style="list-style-type: none"> <li>SLA Compliance for the period of agreement signed</li> </ul>	T4 + 4 years	As detailed out in Section 10.5 below

## 10.5 Operational SLAs

### Method of Calculation

- **Daily SLA Monitoring:** Average of the hourly measurement of the Parameters shall be taken for arriving at the daily average percentage
- **Monthly SLA Monitoring:** Average of the day wise measurement taken for arriving at the monthly uptime
- **Quarterly SLA Monitoring:** Average of the month-wise measurement shall be taken for the quarterly percentage of the parameters

#### 10.5.1 Network Parameters SLAs (For Leased Line)

S. No.	Parameters	Requirement	Penalty (calculated on uptime as a percentage)
1.	Uptime	99.0%	≤ 99.0 % but > 98% : 1 % of the quarterly Network Bandwidth Fee
			≤ 98% but > 97% - 2% of the quarterly Network Bandwidth Fee
			≤ 97% but > 95% - 5% of the quarterly Network Bandwidth Fee
			≤ 95% - 10 % of the quarterly Network Bandwidth Fee
2.	Network Latency	< 50 ms	≥ 50 ms to < 55 ms – 0.5 % of the quarterly Network Bandwidth Fee
			≥ 55 ms to < 60 ms – 1.0 % of the quarterly Network Bandwidth Fee

S. No.	Parameters	Requirement	Penalty (calculated on uptime as a percentage)
			≥ 60 ms – 2 % of the quarterly Network Bandwidth Fee
3.	Jitter	< 5 ms	≥ 5 ms to < 7 ms – 2% of the quarterly Network Bandwidth Fee
			≥ 7 ms to < 10 ms – 4% of the quarterly Network Bandwidth Fee
			≥ 10 ms – 6% of the quarterly Network Bandwidth Fee
4.	Packet Loss	< 0.5%	≥ 0.5% to < 1% – 1 % of the quarterly Network Bandwidth Fee
			≥ 1% to < 2% – 2 % of the quarterly Network Bandwidth Fee
			≥ 2% – 5 % of the quarterly Network Bandwidth Fee
5.	Bandwidth	99.9%	≤ 99.9% but > 99.5% - 2 % of the quarterly Network Bandwidth Fee
			≤ 99.5% but > 99% - 5 % of the quarterly Network Bandwidth Fee
			≤ 99% but >98% - 10 % of the quarterly Network Bandwidth Fee
			≤ 98% -15 % of the quarterly Network Bandwidth Fee

### 10.5.2 Field equipment related SLAs

S. No.	Measurement	Definition	Target	Penalty
1.	Availability of Wi-Fi through Access Points (AP)	<p>Downtime means non-working/non-availability of APs at all locations. Uptime shall be calculated as <math>\{1 - (\text{no. of AP hours not available}) / (\text{Total no of APs} * \text{Total hrs. per quarter})\}</math>.</p> <p>For ex, if 20 nos. of APs are deployed at various locations, and 2 AP do not work for 1 hour, the total non-working AP hours will be 2 and the uptime would be <math>\{1 - (2 / (20 * 90 * 24))\}</math>, 20 being the number of APs, for 90 days on 24-hour basis. This down time shall be used for Penalty calculations on quarterly basis and debited from the quarterly payables. The Penalty would be levied for every AP down time – be it for non-availability of network,</p>	99.5%	≤ 99.5% but > 99.0% - 1 % of the quarterly Wi-Fi Service Fee
				≤ 99.0% but > 98.0% - 3 % of the quarterly Wi-Fi Service Fee
				≤ 98% but >95% - 5% of the quarterly Wi-Fi Service Fee
				≤ 95% - 10 % of the quarterly Wi-Fi Service Fee



S. No.	Measurement	Definition	Target	Penalty
		theft, damage or non-availability of power etc.		
2.	Minimum Bandwidth per user in full speed mode	3000 Kbps (3 Mbps)	99.9%	>= 5% drop for <=1 minute- No Penalty
				>= 5% drop for >1 minute and <= 5 minute- 0.5% of the quarterly Network Bandwidth Fee
				>= 5% drop for > 5 minute and <= 10 minute – 1% of the quarterly Network Bandwidth Fee
				>= 5% drop for > 10 minute- 3% of the quarterly Network Bandwidth Fee
3.	Minimum Bandwidth per user in Extended Usage Mode	1000 Kbps (1 Mbps)	99.9%	>= 5% drop for <=1 minute- No Penalty
				>= 5% drop for >1 minute and <= 5 minute- 0.5% of the quarterly Network Bandwidth Fee
				>= 5% drop for >5 minute and <= 10 minute – 1% of the quarterly Network Bandwidth Fee
				>= 5% drop for > 10 minute- 3% of the quarterly Network Bandwidth Fee
4.	Mean Time To Repair (MTTR)	Mean Time To Repair (MTTR) shall be monitored on the time taken between logging of complaint against the network and its closure. Complaints related to Network Security, Protection against Hacking, Access Points Not Responding, Not able to	Up to 2 hrs	No Penalty
			≥ 2 hrs to 4 hrs	0.50% of the quarterly Wi-Fi Service Fee
			≥ 4 hrs to 6 hrs	1.00 % of the quarterly Wi-Fi Service Fee
			≥ 6 hrs to 8 hrs	1.50% of the quarterly Wi-Fi Service Fee

S. No.	Measurement	Definition	Target	Penalty
		Connect etc. shall be resolved as per SLAs defined. Measurement Tool: Reports provided by EMS to ASCL.	≥ 8 hrs	2.00% of the quarterly Wi-Fi Service Fee
5.	Security Breach	The security breach shall include but not limited to successful penetration of any Virus, trojan, malwares, zero-day attacks, intrusion, Denial of Service Attacks, etc. up to the server level.	Detection and mitigation within 1 hour	No Penalty
			>= 1 hour and less than 3 hours	2.5 % of the Wi-Fi Service Fee per Security Breach instance
			>= 3 hours	5% of the of the Wi-Fi Service Fee per Security Breach instance
6.	Wi-Fi Management System	Availability and access of the following systems: <ul style="list-style-type: none"> <li>• Field Device Administration</li> <li>• User registration, Authentication, Session management</li> <li>• Billing Application and Payment Gateway</li> <li>• Network Security Tool</li> <li>• Network Monitoring Tool with access to ASCL</li> <li>• SLA monitoring Tool with access to ASCL</li> <li>• MIS reporting utility with access to ASCL</li> </ul>	99.5%	For every decrease of 0.50% in availability of the Wi-Fi Management System & its associated services in a quarter, Penalty of 1% shall be imposed on quarterly Wi-Fi Service Fee

### 10.5.3 Helpdesk related SLAs

S. No.	Parameters	Requirement	Penalty
1.	Helpdesk response time <ul style="list-style-type: none"> <li>• Critical (related to network down time)</li> <li>• Medium (related to network down time of an access point)</li> <li>• Low (related to minor issues)</li> </ul>	< 10 minutes	≤ 20 instances of breach: No penalty
			> 20 & ≤ 50 instances of breach: INR 100 per instance of Breach of .01% of the Quarterly Service Fee whichever is higher
			> 50 instances of breach: INR 200 per instance of Breach of .02% of the Quarterly Service Fee whichever is higher

## 11 Annexure I: Forms

### 11.1 Form A.1: Bid submission Cover Letter (Company Letter Head)

To,

The Chief Executive Officer  
Amritsar Smart City Limited (ASCL)  
SCO – 21, 2<sup>nd</sup> Floor, District Shopping Complex,  
B-Block, Ranjit Avenue, Amritsar 143001

**Sub: Submission of the response to the RFP No <> dated <> for Selection of Service Provider for Public Wi-Fi Implementation in Heritage walk area of the Golden Temple in Amritsar**

Dear Sir,

We, the undersigned, offer to provide Implementation & Maintenance of Public Wi-Fi in Amritsar in response to the Request for Proposal dated <insert RFP date> and RFP No <insert RFP no> for “Selection of Service Provider for Public Wi-Fi Implementation in Heritage walk area of the Golden Temple in Amritsar”. We are hereby submitting our Proposal, which includes this, Technical Bid and the Commercial Bid in separate covers.

We hereby declare that all the information and statements made in this Technical evaluation criteria are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/addendum(s). We would hold the terms of our bid valid for 180 days as stipulated in the RFP.

We confirm that we have read the RFP document and have no reservation in accepting the provisions of the RFP, General Conditions of Contract, Scope of Work. We undertake that we have no deviation to the terms and conditions of the RFP. At later date, if any deviation is observed, it shall stand withdrawn. We hereby undertake that in case the contract is awarded to us, we shall submit the PBG as per RFP terms and conditions

We hereby declare that our bid is made in good faith, without collusion or fraudulent intent.

We hereby declare that as per RFP requirement, we have not been black-listed/debarred by any Central/State Government during last three (3) years.

We understand you are not bound to accept any Proposal you receive.

The information contained in the Proposal is true and correct to our best knowledge and belief.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

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

### 11.2 Form A.2: Technical Bid Compliance Checklist

S. No.	Category	Requirement	Supporting Documents Required	Documents enclosed
A	<b>Company Profile and Turnover</b>			
A1	Company Registration	The Bidder should be registered under Companies Act, 2013 or a LLP firm/Partnership firm under Partnership Act 1932.	<ul style="list-style-type: none"> <li>Copy of Certification of Incorporation/Registration Certificate</li> </ul>	
A2	ISP Certificate	<p>The Bidder should be TRAI / DOT approved “Class A” or “Class B” ISP License holder valid for the contract duration</p> <p><b>Note:</b> <i>If the Bidder doesn’t have “Class A” or “Class B” ISP licence then a tripartite agreement shall be signed between the Purchaser, Bidder and Internet Service Provider(s) for the re-sale of the bandwidth.</i></p>	<p>TRAI / DOT issued “Class A” or “Class B” ISP Certificate</p> <p>OR</p> <p>Memorandum of Understanding (MoU) for Joint Bidding as per Form A.13 along with TRAI / DOT issued “Class A” or “Class B” ISP Certificate of the joint bidding part</p>	
A3	Certifications	<p>The Bidder should possess any two (2) of the below certifications which are valid at the time of bidding:</p> <ul style="list-style-type: none"> <li>ISO 9001:2008 / ISO 9001:2015 for Quality Management System</li> <li>ISO 20000:2011 for IT Service Management</li> <li>ISO 27001:2013 for Information Security Management System</li> </ul>	Copies of valid certificates	

S. No.	Category	Requirement	Supporting Documents Required	Documents enclosed
A4	Average Annual Turnover	The Bidder should have an average annual turnover of INR 6.0 Crores and positive net-worth for the last three financial years (FY 2015-16, 2016-17 and 2017-18) with at least 10 years of Operations in India as on bid submission date.	<ul style="list-style-type: none"> <li>Audited financial statements for the last three financial years (FY 2015-16, 2016-17 and 2017-18)</li> <li>Certificate from the Statutory Auditor on turnover details for the last three (3) financial years (FY 2015-16, 2016-17 and 2017-18)</li> <li>Certificate from the Statutory Auditor on positive net-worth for the last three (3) financial years (FY 2015-16, 2016-17 and 2017-18)</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>
<b>B Project Experience</b>				
B1	Wi-Fi Projects including required network infrastructure (No. of projects)	The Bidder should have experience in India of setting up <b>at least two (2)</b> Wi-Fi Services projects along with Operations & Maintenance and required network infrastructure with at least 20 access points (outdoor and public area such as open parks, streets, stadium, residential colonies, bus terminal, railway station etc.) out of which <b>one (1) project should have been completed</b> during last 3 years as on bid submission date.	<p><b>1.</b> Work order/ Contract Agreement/ Purchase Order <b>OR</b> Contract clearly highlighting the Scope of Work, Bill of Material and value of the Contract/order <b>OR</b> Certificate from the Statutory Auditor mentioning the Scope of Work, Bill of Material and value of the Contract/order, signed by authorised signatory of the Bidder for this bid <b>OR</b> Certificate from the Statutory Auditor mentioning the Scope of Work, Bill of Material and value of the Contract/order, signed by authorised signatory of the Bidder against the order placed on the vendor for the supply and installation, testing of these access points for minimum 1 Cr. each as on bid submission date.</p> <p><b>Note:</b> Bidder shall mention disclaimer under each Certificate obtained by Statutory Auditor that Bidder cannot submit Work Order or Contract due to NDA signed with respective client</p> <p><b>AND</b></p>	<ul style="list-style-type: none"> <li></li> </ul>
B2	Wi-Fi Projects including required network infrastructure (Value of Project)	The Bidder should have experience in India of <b>completing* at least two (2)</b> Wi-Fi Services projects along with Operations & Maintenance and required network infrastructure with outdoor and public area such as open parks, streets, stadium, residential colonies, bus terminal, railway		

S. No.	Category	Requirement	Supporting Documents Required	Documents enclosed
		station etc. access points with minimum value of INR 1 Crore each during last 3 years as on bid submission date.  *Completed project implies Implementation, successful go-live, Operations & Maintenance of the project value	<p><b>2.</b> Completion Certificate issued &amp; signed by the competent authority of the client entity on the entity’s letterhead  <b>OR</b>                      Copies of payments received, signed by the Statutory Auditor of the Bidder or any other document certifying the completion of the project  <b>Note:-</b></p> <p>iii. In case of a turnkey project comprising of application development and IT Infrastructure, the Bidder is required to submit a certificate from Statutory Auditor / Company Secretary specifying the work related to Wi-Fi</p> <ul style="list-style-type: none"> <li>• Only Projects executed by Bidder in its own capacity (SP’s or ISP) shall be considered for evaluation. Projects which have been executed by Bidder’s consortium partner shall NOT be considered for evaluation</li> </ul>	
<b>C</b>	<b>Bidder’s Undertaking</b>			
C1	Blacklisted / Debarment	The Bidder should not have been black-listed by any Central/ State Government as on bid submission date (during last three (3) years)	Undertaking signed by CEO/ Country Head/ Authorized signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public as per format in Form A.11	
C2	Power of Attorney	Specific Power of Attorney in favour of Authorised Signatory signing the bid and Board Resolution in favour of person granting the Power of Attorney for the Bidder (on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized) who shall sign the Contract Agreement	Specific Power of Attorney for the Bidder to sign the Contract Agreement as per format in Form A.5	

S. No.	Category	Requirement	Supporting Documents Required	Documents enclosed
D	<b>Mandatory Documents and Forms to be enclosed</b>			
D1		Form A.1: Bid submission cover letter		
D2		Form A.2: Technical bid compliance checklist		
D3		Form A.3: Turnover and Net worth Certificate		
D4		Form A.4: Conflict of Interest		
D5		Form A.5: Format for Power of Attorney executed in favour of the Authorized Signatory		Original PoA to be submitted before the bid due date & time at the Office of ASCL as per Section 4.12
D6		Form A.6: Project Citation Case Studies		
D7		Form A.10: Non-Disclosure Agreement		
D8		Form A.11: Affidavit certifying that Bidder is not blacklisted		
D9		Form A.13: Memorandum of Understanding (MOU) for Joint Bidding (if applicable)		
D10		Form A. 14: Pending Litigations		



### 11.3 Form A.3: Turnover and Net Worth Certificate

S. No.	Financial Year	Annual Turnover (INR Crores)	Average Annual Turnover (INR Crores)
1.	Financial Year 2015-16		
2.	Financial Year 2016-17		
3.	Financial Year 2017-18		

**Note:** The audited Financial Statements for the corresponding year have to be enclosed.

S. No.	Financial Year	Net Worth (INR Crores)
1.	Financial Year 2015-16	
2.	Financial Year 2016-17	
3.	Financial Year 2017-18	

**Note:** The audited Financial Statements for the corresponding year have to be enclosed.

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

## 11.4 Form A.4: Conflict of Interest (Company Letter head)

To,

The Chief Executive Officer  
Amritsar Smart City Limited (ASCL)  
SCO – 21, 2<sup>nd</sup> Floor, District Shopping Complex,  
B-Block, Ranjit Avenue, Amritsar 143001

**Sub: Undertaking on Conflict of Interest regarding for Selection of Service Provider for Public Wi-Fi Implementation in Heritage walk area of the Golden Temple in Amritsar**

Dear Sir,

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with ASCL.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold ASCL harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by ASCL and/or its representatives subjected to the **Clause 5.41- Limitation of the Bidder's Liability towards the Purchaser**, if any such conflict arises later.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

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

## 11.5 Form A.5: Format for Power of Attorney executed in favour of the Authorized Signatory

It is clarified that the Bidder may submit the Power of Attorney in their own format clearly stating that the person is authorized to sign on behalf of the Bidder. It is also clarified that the "Letter of Authorization" is to be read as "Power of Attorney".

*(To be executed by Bidder on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)*

Know all men by these presents, We, *[Insert full legal name of the bidding entity]*, having registered office at *[Insert registered office address]* (hereinafter referred to as the "Principal") do hereby constitute, nominate, appoint and authorize *[Insert full name of authorized signatory]* son of *[Insert father's name]* presently residing at *[Insert address of authorized signatory]* who is presently employed with us and holding the position of *[Insert position/designation of the authorized signatory]* as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our proposal in response to the RFP bearing number \_\_\_\_\_ for '<RFP Name>' dated \_\_\_\_\_, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the Amritsar Smart City Limited (hereinafter referred to as the "ASCL"), representing us in all matters before the ASCL, signing and execution of all contracts and undertakings/declarations consequent to acceptance of our Proposal and generally dealing with the ASCL in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/or upon award thereof to us till the execution of appropriate Agreement/s with the ASCL.

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

IN WITNESS THEREOF WE, \_\_\_\_\_ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF \_\_\_\_\_, 2019

For \_\_\_\_\_

(Signature, name, designation and address)

*[Please put company seal if required]*

*[Notarize the signatures]*

Witness 1:

Name:

Designation:

Address:

Signature:

Witness 2:

Name:

Designation:

Address:

Signature:

## 11.6 Form A.6: Format for Project Citation / Case Studies

General Information	
Name of the Project	
Client for which the Project was executed	
Name and contact details of the client	
Project Details	
Description of the Project	
Scope of services	
Relevance to the current Project	
Outcomes of the Project	
Other Details	
Total cost of the Project	
Total cost of the services provided by the Bidder	
Duration of the Project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the completion of the Projects (if any)	
Copy of Work Order/ Apostle* / Agreement/ Client Certificate or self-certificate from authorized signatory	

**Note:** \* indicates documents requirement for International projects

## 11.7 Form A.7: Commercial Bid Letter (Company Letter Head)

To,

The Chief Executive Officer  
Amritsar Smart City Limited (ASCL)  
SCO – 21, 2nd Floor, District Shopping Complex,  
B-Block, Ranjit Avenue, Amritsar 143001

**Sub: Selection of Service Provider for Public Wi-Fi Implementation in Heritage walk area of the Golden Temple in Amritsar**

**Ref: RFP No: < > dated < >**

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of **Selection of Service Provider for Public Wi-Fi Implementation in Heritage walk area of the Golden Temple in Amritsar** do hereby propose to provide services as specified in the RFP No. < > dated < >

### I. PRICE AND VALIDITY

- a. All the prices mentioned in our Bid are in accordance with the terms & conditions as specified in the RFP. The validity of bid is 180 days from the date of opening of the RFP.
- b. We are an Indian Firm and do hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant Sections.
- c. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax in altered under the law, we shall pay the same.

### II. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the RFP irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

### III. EARNEST MONEY DEPOSIT (EMD)

We have submitted EMD in accordance with the Clause 4.16 of the RFP for a sum of INR 4,00,000/- (Rupees Four Lacs only). This EMD is liable to be forfeited in accordance with the provisions of the Section 5 General Conditions of Contract.

### IV. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

### V. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information / documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

**VI. BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated in Annexure - I: Forms (Form A.8: Commercial Bid Format) attached with our Tender as part of the Tender.

**VII. PERFORMANCE BANK GUARANTEE**

We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Bank Guarantee bond in the form prescribed in Form A.9.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no Technical deviations are attached here with this commercial offer.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

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

## 11.8 Form A.8: Commercial Bid Format

**Table A: Service Fee for Wi-Fi Services\***

S. No.	Service Fee	Number of Quarters (A)	Quarterly Fee in INR (B)	GST in % (C)	GST in INR (D)	Fee in INR (Without GST) E = (A) X (B)	Fee in INR (With GST) (F) = (D) + (E)
1.	Wi-Fi Service Fee (Managed Services)	16					
2.	Network Bandwidth Fee	16					
3.	<b>Total Service Fee (S.No. 1 + S.No. 2) (in figures)</b>						
	<b>Total Service Fee (S.No. 1 + S.No. 2) (in words)</b>						

\*The Total Service Fee (S. No. 3) would be considered for commercial evaluation of the bids.

The Bidder who has quoted the least Total Service Fee (as mentioned in Table A (S.No. 3)) above shall L-1 bidder. The bidder quoting the next lowest price, ranked "L-2" and so on, set out in the table below:

Name of the Bidder	Financial Proposal	Rank
Bidder 1	Lowest	L-1
Bidder 2	Second Lowest	L-2
Bidder 3	Third Lowest	L-3
Bidder n	n <sup>th</sup> Lowest	L-n

## 11.9 Form A.9: Performance Bank Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at ----- by ----- (Name of the Bank) having its Head/Registered office at ----- (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Amritsar Smart City Limited (hereinafter called “ASCL” which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

<Organization name > a company registered under Companies Act, 2013 or a LLP firm / Partnership firm under Partnership Act 1932 with registration number ----- and having its Registered Office at -----, India (herein referred to as the “Service Provider” for Implementation & Maintenance of Public Wi-Fi in Amritsar City, for ASCL, for the work order number ---- dated ---- issued by ASCL, and selected < Organization name > (hereinafter referred to as the Bidder) for the Contract by ASCL as more specifically defined in the aforementioned Document including statement of work and the Contract executed between the ASCL and Bidder. The Contract requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of INR ----/- (Rupees -----) by way of security for guaranteeing the due and faithful compliance of its obligations under the Contract.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Contract, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to ASCL, an amount not exceeding of INR ----/- (Rupees ----) within 21 (Twenty One) days of receipt of a written demand therefore from ASCL stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the ASCL is disputed by the Bidder or not
4. The Guarantee shall come into effect from \_\_\_\_\_ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on (Expiry Date) (both dates inclusive) or till the receipt of a claim, from Amritsar Smart City Limited under this Guarantee, whichever is earlier. Any demand received by the Guarantor from ASCL prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to ASCL.
5. In order to give effect to this Guarantee, ASCL shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by ASCL or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by ASCL against the Bidder or forbear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of ASCL or any indulgence by ASCL to the



- Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged
  7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_
  8. The BG is enforceable at Amritsar, Punjab
  9. Notwithstanding anything contained herein:
    - i. Our liability under this guarantee shall not exceed INR <Insert value in numbers > (Rupees <insert value in Words> only)
    - ii. This bank guarantee shall be valid up to <Insert Expiry Date>
    - iii. It is condition of our liability for payment of guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert expiry date> failing which our liability under this guarantee shall automatically cease.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first herein-above written.

## 11.10 Form A.10: Non-Disclosure Agreement

*(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)*

[Bidder Name and Address]

Subject: Implementation in Heritage walk area of the Golden Temple in Amritsar

We write to confirm the agreed terms in respect of the confidentiality and non-disclosure of information that we shall each, as a disclosing party, be making available to the other, as a receiving party.

Each party shall be providing the other with access to certain information which has been designated as confidential information, and which relates to the business, clients, customers, products, methodologies and working practices of the disclosing party (“the Information”). This Information may be disclosed either in writing, orally (oral information to be confirmed in writing within 3 days of its disclosure) or by access to computer systems or data. In consideration for the disclosing party granting this access to the Information, the receiving party agrees that:

1. Subject to clause 7 below, the receiving party shall keep the Information strictly confidential and shall not disclose it to any third party (except as set out below) without the prior written consent of the disclosing party.
2. The Information shall only be disclosed to those employees of the receiving party who need to know for the proper performance of their duties in relation to the project, and then only to the extent reasonably necessary. The receiving party shall take appropriate steps to ensure that all employees to whom access to the Information is given are aware of its confidentiality and agree to be bound by restrictions no less onerous than the terms contained in this letter.
3. The Information disclosed to the receiving party shall be used solely for the purpose of sharing technical and commercial information pertaining to the “Implementation and Maintenance of Public Wi-Fi in Amritsar”.
4. Each party shall comply with the obligations set out herein and the obligation of the party shall terminate upon the earlier of (a) the expiry of thirty six months from the date hereof, or (b) the execution of a definitive agreement between the parties in furtherance of the Purpose
5. The receiving party shall establish and maintain reasonable security measures to provide for the safe custody of the Information and to prevent unauthorised access to it.
6. On the termination of the receiving party’s involvement in the above project, and upon being requested to do so, the receiving party shall either return the Information disclosed to it or destroy/ delete the same from its servers/ possession, including all copies thereof, within a reasonable period, subject only to the extent necessary for the maintenance of proper professional records. Such destruction has to be certified by the authorised officer of the company supervising the destruction.
7. The obligations set out above shall not apply to any Information which:
  - a. is or becomes publicly available other than through a breach of this agreement;
  - b. is already in the possession of the receiving party without any obligation of confidentiality;
  - c. is obtained by the receiving party from a third party without any obligation of confidentiality;
  - d. is independently developed by the receiving party outside the scope of this agreement; or

- e. the receiving party is required to disclose by any legal or professional obligation or by order of any regulatory authority.
8. The receiving party acknowledges that the disclosing party retains the copyright and all intellectual property rights in the Information and that the receiving party may not copy, adapt, modify or amend any part of the Information or otherwise deal with any part of the Information except with the prior express written authority of the disclosing party.
9. This agreement shall be governed by, and construed in accordance with, the Laws of India and the High Court of Punjab and Haryana, Chandigarh shall have exclusive jurisdiction.

We should be grateful if you would also acknowledge your agreement to these terms by signing the copy of this letter where indicated, and returning it to us.

Yours faithfully,

**For Amritsar Smart City Limited**

We agree to the above terms regulating the disclosure of the Information.

Name of the Official

Designation

**For and on behalf of Bidder**

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

### 11.11 Form A.11: Format for undertaking of for non-blacklisting

*(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and  
document duly attested by notary public)*

*(Insert Bidder Name)* have not been blacklisted/debarred by any Central/ State Government and also have not been under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Indian Central/ State Government in last three (3) years.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

### 11.12 Form A.12: Tripartite Agreement for Resale of Network Bandwidth

This Agreement is entered on .....day of 20.... <year> among .....<name of PURCHASER> constituted by and having its registered office at..... (hereinafter called the "PURCHASER)", of the one part

AND

..... <name of SUPPLIER>, a company incorporated under the Companies Act 2013 or a LLP firm/Partnership firm under Partnership Act 1932 and having its corporate office at ..... SELECTED SERVICE PROVIDER (SUPPLIER) FOR .....PROJECT i.e., Party engaged by ..... Vide LOI No: ..... and detailed order no. ....(herein referred to as the "Contract") for Public Wi-Fi Implementation in Heritage walk area of the Golden Temple in Amritsar covering software, hardware, field survey and networking (Network services, Internet Bandwidth) and Related Services incidental thereto as specified in the Services/ Scope of Work in the agreement between ..... (SUPPLIER) and ..... (PURCHASER) (hereinafter referred to as "SUPPLIER or .....(name of SUPPLIER) which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the second Part.

AND

..... <name of NETWORK SERVICE PROVIDER (NSP)> a company incorporated under the Companies Act 2013 or a LLP firm/Partnership firm under Partnership Act 1932 and having its corporate office at....., being a TELECOM SERVICE PROVIDER/NETWORK BANDWIDTH SERVICE PROVIDER for the referred ..... PROJECT engaged for Providing ....., Network services, Internet Bandwidth and connectivity incidental thereto as specified in the Services/ Scope of Work in the agreement between ..... (SUPPLIER) and ..... (PURCHASER) (hereinafter referred to as "NETWORK SERVICE PROVIDER (NSP)") which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the third Part.

"..... (PURCHASER)", "..... (SUPPLIER)" and ".....NETWORK SERVICE PROVIDER (NSP))" are individually referred as "Party" and collectively as "Parties".

WHEREAS ..... (PURCHASER), the party of the first part has contracted ..... (SUPPLIER), the second party, for Implementation of .....<Name of Solution> at ..... <name of SUPPLIER> (hereinafter referred to as "The Project") vide its Contract No.....  
WHEREAS as per the requirements of the project ..... (PURCHASER) requires these services for successful implementation of the project.

WHEREAS ..... (SUPPLIER), in order to service its obligation under the above mentioned RFP to the full satisfaction of the PURCHASER, had proposed ".....(NETWORK SERVICE PROVIDER (NSP))" as a service provider vide their letter/ offer no dated and now agrees to associate with .....(NETWORK SERVICE PROVIDER (NSP)) for execution of the part of the order, to provide support services as detailed in the Work Order (SUPPLIER) and/or indicated in .....<section> of this agreement to be the responsibility of ....(NETWORK SERVICE PROVIDER (NSP)), namely, related to required Bandwidth services for the project.

WHEREAS SUPPLIER has done the due diligence with respect to the capabilities, technical or otherwise, of .....(NETWORK SERVICE PROVIDER (NSP)) for providing the required type of connectivity and services within time frame, quality, security and reliability level as envisaged in the RFP / SRS before recommending their name.

WHEREAS the bid price quoted by ..... (SUPPLIER) for networking (Network services, Internet Bandwidth and connectivity) and Related Services (“Service”) at locations as specified in CONTRACT (hereinafter referred to as the “Locations”) for the purpose of utilization by the .....(PURCHASER) and their respective subsidiaries and affiliates as specified in the CONTRACT No.....to .....(SUPPLIER) placed by .....(PURCHASER), is passed through to .....(NETWORK SERVICE PROVIDER (NSP)) in accordance with the bid proposal dated .....submitted to ..... (PURCHASER) by ..... (SUPPLIER), and the Terms & Conditions and SLA of ..... (PURCHASER) with ..... (NETWORK SERVICE PROVIDER (NSP)), for carrying out the networking and Related Services.

WHEREAS ..... (NETWORK SERVICE PROVIDER (NSP)) has Category ‘A’ / Category ‘B’ ISP license having its network spread across India.

The Work Order placed vide .....to be placed by ..... (PURCHASER) to ..... (NETWORK SERVICE PROVIDER (NSP)) shall form an integral part of this agreement. .... (SUPPLIER), shall be responsible for (i) coordinating /entering into a tripartite agreement with the NSP along with the Purchaser (ii) getting the work executed by the NSP as per the Contract for Bandwidth as well as SLA’s (iii) the replacement, if any, of the NSP without changing any penalty/LD criteria. However, the new NSP has to meet the qualification criteria. Any breach or failure to fulfil the obligations as mentioned in the Tripartite Agreement which has a material impact on the performance of the Contract shall be treated as a breach of the terms of ‘The Contract’.

WHEREAS by virtue of this agreement, the parties..... (SUPPLIER) and..... (NETWORK SERVICE PROVIDER (NSP)) bind themselves to the terms & conditions that are embedded in the contract between the first two parties.

**Now these presents witness and it is hereby agreed by and between the parties hereto as follows:**

**1. APPLICATION**

This Agreement details the general terms and conditions for the provision of the Services to be rendered by ..... (NETWORK SERVICE PROVIDER (NSP)) [as per CONTRACT placed vide.... /to be placed by PURCHASER] and by ..... (SUPPLIER) [as per CONTRACT No. ....with ..... (PURCHASER)]. Upon signing the scope, duration and other services to be so rendered under this Agreement the parties agree to accept and be bound by these terms and conditions.

**2. PROVISION OF SERVICE**

- i. The provision of the Services is subject to these terms and conditions stated in this Agreement. Where..... (NETWORK SERVICE PROVIDER) shall accept the Order from..... (PURCHASER),..... (NETWORK SERVICE PROVIDER) shall provide the Services required

by..... (PURCHASER), and by ..... (SUPPLIER) on behalf of..... (PURCHASER), within a timeframe, quality, security and reliability level agreed with between ..... (PURCHASER), ..... (NETWORK SERVICE PROVIDER) and ..... (SUPPLIER). The SUPPLIER shall provide..... (NETWORK SERVICE PROVIDER) with a complete network diagram of the set-up along with the details of connectivity at the Locations and services shall be provisioned to the..... (PURCHASER) accordingly. It is the responsibility of SUPPLIER, to ensure and of ..... (NETWORK SERVICE PROVIDER) to provide proper network monitoring and network management as per SLA like uptime, proper bandwidth etc. and to submit the SLA performance report of the ..... (NETWORK SERVICE PROVIDER) to the ..... (PURCHASER) on monthly/as and when required basis.

- ii. The network links shall be provided by..... (NETWORK SERVICE PROVIDER) and the SUPPLIER shall monitor and report any problems on behalf of..... (NETWORK SERVICE PROVIDER) to ..... (PURCHASER).
- iii. Where it is necessary, due to materiel breach by the NETWORK SERVICE PROVIDER, the PURHASER shall instruct the SUPPLIER to replace the ..... (NETWORK SERVICE PROVIDER) with another NETWORK SERVICE PROVIDER. In case of replacement of NETWORK SERVICE PROVIDER, the SUPPLIER shall terminate forthwith all agreements/contracts other arrangements with such NETWORK PROVIDER and find suitable replacement for such NETWORK PROVIDER to the satisfaction of the ..... (PURCHASER) at no additional charge. The SUPPLIER has to execute the contract as per agreed schedule and SLA and as per contractual provision entered between PURCHASER and SUPPLIER.
- iv. .... (SUPPLIER) shall ensure that Requisite Services from..... (NETWORK SERVICE PROVIDER) for project area (town) are available on time when its own system/works that are to be installed/ executed/implemented under PO no. ....with..... (PURCHASER), are ready for testing & commissioning.
- v. The ....(NETWORK SERVICE PROVIDER) shall not use the establishments and services installed under this agreement for organizations other than ..... (PURCHASER).

**3. SERVICE TERM**

The term of the Services is initially for ..... years (as per CONTRACT) from the date of commencement of service, and if required, thereafter, shall be extended from time to time by written consent of the parties. The Service Commencement Date shall be set forth in accordance with the Work Order placed vide...../to be placed by .....( PURCHASER) on ..... (NETWORK SERVICE PROVIDER).

**4. TERMINATION OF SERVICE**

The Termination of this Agreement and Services shall be as per provisions of Termination clause as appearing in main CONTRACT

**5. RESPONSIBILITIES OF THE PARTIES**

Responsibility of .....(PURCHASER)	Responsibility of .....(SUPPLIER)	Responsibility of .....(NSP)
<p>To monitor the project progress against timeframe &amp; quality and performance with , quality, security and reliability levels of required services as per agreement with..... (SUPPLIER) and ..... (NETWORK SERVICE PROVIDER).</p> <p>To disburse the payment to the ..... (NETWORK SERVICE PROVIDER) upon achievement of the SLA on the basis of performance reports/ SLA reports.</p> <p>To provide safe access and conditions to ..... (SUPPLIER) and (NETWORK SERVICE PROVIDER)'s employees or appointed personnel while in the premises</p>	<p>To arrange through a licensed network service provider, Network services, Internet Bandwidth and connectivity, incidental thereto as specified in the Scope of Work in the agreement between ..... (SUPPLIER) and ..... (PURCHASER).</p> <p>The Suppliers overall liabilities and responsibilities shall in no case be less or more than the liabilities as mentioned in the contract, with respect to 'The Project', executed between the Supplier and the Purchaser. Ensuring Timely execution of the part of the order related to required Bandwidth for the project.</p> <p>To provide..... (NETWORK SERVICE PROVIDER) with a complete network diagram of the set-up along with the details of connectivity at the Locations and services provisioned to the..... (PURCHASER)</p> <p>Proper network monitoring and network management as per SLA like uptime, proper bandwidth etc. and submit SLA report to the PURCHASER on monthly/as and when required basis.</p> <p>To monitor and report any problems on behalf of ..... (NETWORK SERVICE PROVIDER).</p> <p>To ensure that the ..... (NETWORK SERVICE PROVIDER) comply with all relevant and applicable</p>	<p>To provide Network services, Internet Bandwidth and connectivity, incidental thereto as specified in the Scope of Work as per CONTRACT placed by PURCHASER to ..... (SUPPLIER) and (NETWORK SERVICE PROVIDER).</p> <p>To provide the Services (as per SLA) required by..... (PURCHASER), and by..... (SUPPLIER) on behalf of..... (PURCHASER), within the timeframe, quality, security and reliability level agreed with between..... (PURCHASER),..... (NETWORK SERVICE PROVIDER) and ..... (SUPPLIER). Not to use the establishments and services installed under this agreement for organizations other than .....(PURCHASER).</p> <p>To raise direct invoices against the works/services performed, as per the terms of the Work Order with PURCHASER.</p> <p>To ensure compliance of Indian Telecom regulation &amp; statutory requirements while performing the works/services under this agreement.</p> <p>To obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.</p>



Responsibility of .....(PURCHASER)	Responsibility of .....(SUPPLIER)	Responsibility of .....(NSP)
	provisions of the Contract. To obtain and arrange for the maintenance in full force and effect of all applicable government approvals, Consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement. Comply to all the applicable Regulatory, Tariff, Security and Legal guidelines issued by Department of Telecommunications/TRAI from time to time	

**6. INVOICE AND PAYMENT**

- i. .... (NETWORK SERVICE PROVIDER) shall raise direct invoices against the Requisite Services so rendered, as per the terms of the Contract and..... (PURCHASER) shall directly make the payment to..... (NETWORK SERVICE PROVIDER) based on the SLA report and confirmation made by..... (SUPPLIER)
- ii. The other terms and conditions shall remain applicable as per ..... (PURCHASER) CONTRACT No..... with ..... (SUPPLIER).

**7. DISPUTES WITH REGARDS TO INCORRECT INVOICING**

Disputes with regard to incorrect Invoicing shall be governed by ..... (PURCHASER’s) CONTRACT No. ....with..... (SUPPLIER).

**8. ACCESS TO PREMISES**

..... (PURCHASER) shall allow or obtain the required permission to enable..... (NETWORK SERVICE PROVIDER) employees or authorized personnel, appointed distributors, agents or subcontractors to enter at all times during the normal working hours of ..... (PURCHASER) into the premises where the Services are provided for periodical inspection with seven (7) days prior notice, installing, maintaining, replacing and removing equipment hardware and/or software prior to, during and after the provision of the Services, as well as to inspect the network and/or to the CPE or any other equipment used in or in connection with the Services. The..... (PURCHASER) shall render all assistance in this regard and shall provide safe access and conditions for..... (NETWORK SERVICE PROVIDER)’s employees or appointed personnel whilst in the premises. .... (NETWORK SERVICE PROVIDER)’s employees or appointed personnel shall comply with security and confidentiality policies and procedures while on the..... (PURCHASER)’s premises.

**9. NOTICES**

Any party may deliver notices to the other by personal delivery or by postal delivery at - (PURCHASER)

.....  
(SUPPLIER)

.....  
(NETWORK SERVICE PROVIDER)

.....

Notices shall be deemed delivered on the date of actual receipt.

**10. ENTIRE UNDERSTANDING**

This Agreement constitutes the entire understanding of the parties related to the subject matter hereof. The agreement may be amended only in writing when it is signed by..... (NETWORK SERVICE PROVIDER), ..... (SUPPLIER) and..... (PURCHASER).

**11. MISCELLANEOUS**

- a. The terms of this Agreement shall not be construed to constitute a partnership, joint venture or employer/employee relationship between the parties. This Agreement along with any other relevant document constitutes the whole of the agreement and understanding between the parties about the subject matter.
- b. In the event of any provision of this Agreement being held or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which shall be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose of the deleted provision to the greatest extent possible.
- c. Headings used in this Agreement are for the convenience and ease of reference only, and shall not be relevant to or affect the meaning or interpretation of this Agreement.
- d. No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.
- e. Each Party shall obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.
- f. The (NETWORK SERVICE PROVIDER) and ..... (SUPPLIER) shall ensure compliance of Indian Telecom regulation & all other statutory requirements while performing the works/ services under this agreement.

**12. APPLICABLE LAW**

The agreement shall be governed by, and construed in accordance with, the Laws of India and the High Court of Punjab and Haryana, Chandigarh shall have exclusive jurisdiction.

**13. ARBITRATION**

Any disputes which may arise out of this Agreement, and which cannot be settled in discussions or negotiations between the Parties, shall be referred to the appropriate management or higher authorities of the respective parties to resolve such dispute in good faith. In case no settlement is reached the parties shall refer it to a sole arbitrator appointed and selected by parties. Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other subsequent modifications or enactments thereof. The venue for Arbitration proceedings shall be ..... The Arbitration shall be conducted in English Language and the award shall be binding upon all Parties.

**14. LIMITATION OF LIABILITY**

Limitation & liability with respect to Main Agreement and also this Agreement shall be governed by ..... (PURCHASER's) Contract with ..... (SUPPLIER). For the sake of clarity the parties agree that this Limitation of Liability shall be a part of overall limitation of liability for the entire scope of work under the contract, with respect to 'The Project', executed between the Supplier and the Purchaser.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written

SIGNED AND DELIVERED BY (on behalf of PURCHASER)

Signature .....

Name & Designation .....

Address .....

SIGNED AND DELIVERED BY (on behalf of SUPPLIER)

Signature .....

Name & Designation .....

Address .....

SIGNED AND DELIVERED BY (on behalf of NSP)

Signature .....

Name & Designation .....

Address .....

**In presence of:**

[Signature, name and address of witness 1]

[Signature, name and address of witness 2]

[Signature, name and address of witness 2]

## 11.13 Form A.13: Memorandum of Understanding (MOU) for Joint Bidding

### MEMORANDUM OF UNDERSTANDING (MOU) FOR JOINT BIDDING

This Memorandum of Understanding (MoU) entered into this \_\_\_ DAY of \_\_\_\_ at \_\_\_\_ between <Name of the Bidder> having its Registered Office at <Office Address> (hereinafter referred as “<Name of the Bidder>”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the **First Part**

and

<Name of the ISP> having its Registered Office at <Office Address> (hereinafter referred as “<Name of ISP>” which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the **Second Part**

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Amritsar Smart City Limited (“ASCL”) has invited Request for Proposal (RFP) from Service Providers interested for **Public Wi-Fi Implementation in Heritage walk area of the Golden Temple in Amritsar** (“Project”) as per the terms contained in the RFP Document.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

#### IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:
  - 1.1. In case of award of the Contract to the Parties shall execute a definitive agreement between themselves (“Consortium Agreement”) on basis of terms and conditions as agreed under the Contract with the ASCL.
  - 1.2. Unless otherwise agreed between the Parties, <Name of Bidder>, subject always to the prior agreement of the other Parties, shall be authorized to act for the Parties in terms of committing to any obligations and liabilities to receive and act upon instructions from the ASCL and to make and receive payments and settlements, on behalf of Parties.
  - 1.3. The Parties are independent contractors. No agency, partnership, joint-venture, employment or formal business organization of any kind is created by this Agreement and, save as expressly provided herein, neither partner shall have the authority to bind the other.
  - 1.4. It is further agreed that the MoU shall form an integral part of the Contract (without in any manner prejudicially effecting the interests of the ASCL under the Contract), and shall continue to be enforceable until the Parties enter into Consortium Agreement. It shall be effective from the date first mentioned above for all purposes and intents.

2. LIABILITY OF PARTIES WITH REGARD TO EACH OTHER

- 2.1. Defaulting Party (“Indemnifying Party”) shall indemnify, defend, hold harmless the other Party (“Indemnified Parties”) for any losses or damages suffered arising directly from any negligent acts or omission of the Indemnifying Party or for any defective performance by the Indemnifying Party or the entire or partial non-performance of its services as arising under the Contract and this Agreement.
  - 2.2. Notwithstanding any provision in this Agreement which states the contrary in no event will any, Party be liable to the other or to any third party person or entity with respect to any subject matter of this agreement, under any equity, common law, tort, contract, estoppel, negligence, strict liability or other theory, for any (a) incidental, special, punitive, consequential or indirect damages or (b) damages resulting from loss of sale, business, profits, opportunity or goodwill, even if the remedies provided for in this agreement fail of their essential purpose and even if a party has been advised of the possibility of any of the foregoing damages.
  - 2.3. Parties shall limit their overall liability exposure under the Contract with the ASCL to one time the fees received from the ASCL.
3. That the Parties shall be jointly and severally liable for the execution of the Projects in accordance with the terms of the Contract Agreement to be executed on award of such Projects.
  4. Each Party may terminate this Agreement, or any particular arrangement, immediately upon written notice to other Party if it is reasonably determined on the basis of applicable laws or professional obligations that such terminating party can no longer continue this Agreement.
  5. In case of any dispute, both the parties shall make efforts to settle the same between them amicably. However, any unsettled disputes shall be subject to the jurisdiction of Amritsar courts.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

SIGNED, SEALED & DELIVERED

SIGNED, SEALED & DELIVERED

For and on behalf of FIRST PART by

For and on behalf of SECOND PART by

Signature  
Name:  
Designation:  
Address:.

Signature  
Name:  
Designation:  
Address:

**Witness:**

In Presence of

Signature 1:

Signature 2:

Signature 3:

**11.14 Form A.14: Pending Litigations**

Pending Litigation			
Year	Matter in Dispute	Value of Pending Claim in INR (if any)	Value of Pending Claim as a Percentage of Net Worth (if any)

The information of pending litigation mentioned above is true and correct to our best knowledge and belief.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

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

## 12 Annexure II: Change Control Note

Change Control Note / Change Note on Scope of Work	
<b>CCN/CNS Number:</b>	
<b>Part A of CCN/CNS: Initiation</b>	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
Details of Proposed Change	
(To include reason for change and appropriate details/specifications. Please append attachments, if any.)	
Authorized by ASCL	Date:
Name:	
Signature:	
Received by the Service Provider	Date:
Name:	
Signature:	
<b>PART B of CCN/CNS</b>	
Change Control Note / Change Note on Scope of Work	CCN/CNS Number:
Part B : Evaluation	
(identify any attachments) Changes to Services, assessment of value of proposed change, charging structure, payment profile, time table, documentation, training, service level / deliverables and component working arrangements and any other contractual issue.	
Brief Description of Change & Solution:	
Material evidence that proposed change is not already covered within the scope or SLAs	
Impact:	
Deliverables:	
Timetable:	
Estimate of proposed change: (Applicable for CNS only): (including estimated man-month effort, associated rates/costs, schedule of payment)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the ASCL	Date:
Name:	
Signature:	
<b>Part C of CCN/CSN</b>	
Change Control Note / Change Control Note	CCN/CSN Number :
Authority to Proceed	



Change Control Note / Change Note on Scope of Work	
<b>CCN/CNS Number:</b>	
Implementation of this CCN/CSN as submitted in Part A, in accordance with Part B and Part C is: (tick as appropriate)	
Approved	
Rejected	
Requires Further Information (as follows, or as Attachment 1 etc.)	
For ASCL	For the Service Provider
Signature	Signature
Name	Name
Title	Title
Date	Date

### 13 Annexure III: Indicative Bill of Material

The indicative bill of material for Public Wi-Fi hotspot project that the Service Provider may deploy as part of providing Wi-Fi services is as follows:

S. No.	Item	Qty.
<b>1.</b>	<b>Wi-Fi Field Infrastructure</b>	
1.1	Wi-Fi Access Point 802.11 ac 3x3 MIMO Dual Band	As per solution requirements
1.2	PoE+ Switch (8 Port)	As per solution requirements
1.3	Junction Box	As per solution requirements
1.4	Fiber Patch Cord	As per solution requirements
<b>2.</b>	<b>Wi-Fi Management Systems to be hosted on Cloud or Service Providers own hosting environment</b>	
2.1	Field Device Administration	As per solution requirements
2.2	User registration, Authentication, Session management	As per solution requirements
2.3	Billing Application and Payment Gateway	As per solution requirements
2.4	Network Security Tool	As per solution requirements
2.5	Network Monitoring Tool with access to ASCL	As per solution requirements
2.6	SLA monitoring Tool with access to ASCL	As per solution requirements
2.7	MIS reporting utility with access to ASCL	As per solution requirements
2.8	Mobile Application (if proposed by the bidder)	As per solution requirements

## 14 Annexure IV: City Wi-Fi Location Map

