



India Trade Promotion Organisation

Promoting Trade the ITPO Way

**Request for proposal for
Supply, Installation and
Commissioning of Wired &
Wireless Services in Pragati
Maidan on BOO Basis**

**India Trade Promotion Organisation
Pragati Bhawan
Pragati Maidan
New Delhi - 110001**

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Notice Inviting Tender

NIT No. ITPO:CD:WiFi:(2):10:2006

Dated 12.10.2006

Tender notice for supply, installation and commissioning of Public Wired and Wireless Access network with equipments conforming to international standards/specifications on BOO basis

On behalf of India Trade Promotion Organisation (ITPO), sealed tenders, on Rupee payment basis, are invited on two-stage bidding system from the eligible bidders for

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supply, installation and commissioning of Public Wired and Wireless Access network with certified equipment in Pragati Maidan on BOO basis for providing wired and wireless internet connectivity for a period of 3 years which will be renewable each year. The contract period may, at ITPO's sole discretion, be extended after a period of 3 years by another two years. The equipments deployed should conform to international standards/specifications.

Tender No	ITPO:CD:WiFi:(2):10:2006
Tender available from	Market Analyst, Computer Department, ITPO, Pragati Maidan, New Delhi (the same may also be downloaded from our website www.indiatradefair.com)
Date of Issue	October 12, 2006
Dates of Sale of documents	October 12 - 20, 2006
Date of receipt of queries from bidders	upto October 18, 2006
Last date for submission of bids	October 23, 2006 (by 1500 hours)
Date of Opening of tender	October 23, 2006 at 1600 hours
Bid security	Rs. 50,000/- (Refundable)
Cost of tender form	Rs. 1,000/- (demand draft in favour of India Trade Promotion Organisation, New Delhi
Mode of Payment towards bid security	Bank draft or a bank guarantee for said amount in favour of India Trade Promotion Organisation, New Delhi
Address to submit the bid	Market Analyst, Computer Department, Pragati Bhavan Annexe.II, Pragati Maidan, New Delhi - 110001 E-mail: ps@itpo-online.com Tel: 011-23371952 Fax: 011-23371871

Notes:

1. Bid security shall be in form of Bank guarantee/Demand Draft.
2. Intending bidders may either download the copy of the tender document from ITPO's website www.indiatradefair.com or obtain copy of the tender document from Market Analyst (Computer Dept), India Trade Promotion Organisation on payment of Rs.1,000/- (Rupees one thousand only) which is non-refundable, with effect from (date) September 2006 upto (date) September 2006 between 1100 hrs and 1700 hrs on working days. The payment will be accepted in the form of account payee demand draft drawn on any scheduled bank in Delhi in favour of “**India Trade Promotion Organisation, New Delhi**” or in cash.
3. The cost of tender document is non-refundable and is required to be submitted either before or at the time of submission of bids.
4. Intending bidders may

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5. ITPO reserves the right to reject any or all the tenders without assigning any reasons whatsoever and ITPO is not bound to accept the highest (H1) bid.

Background:

ITPO, the premier trade promotion agency of the Ministry of Commerce & Industry, Govt. of India is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce.

ITPO provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade. ITPO approves holding of International trade fairs in India and regulates holding of various expositions in India, primarily to avoid any duplication of

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efforts while ensuring proper timing. It manages India's world-class exhibition complex, which is constantly upgraded to keep it in a high standard of readiness. Spread over 149 acres of prime land in the heart of Delhi, Pragati Maidan currently offers about 61,299 sq. meters of covered exhibition space in 16 halls, besides 10,000 sq. meters of open display area. The state-of-art exhibition halls have enhanced the appeal of Pragati Maidan as the ideal centre for an increasing number of fair organizers and business visitors from different parts of the world.

Being India's biggest exhibition complex, Pragati Maidan has grown with every event in stature and dimension. As a world-class exhibition ground in India, Pragati Maidan hosts a series of high quality international and national trade fairs. Its exhibition halls, complete with a network of infrastructure facilities, in a lush green setting, make it an automatic choice for top-notch exhibition organizers of India.

India Trade Promotion Organisation (ITPO) as part of its efforts for modernizing the facilities at Pragati Maidan invites sealed tenders from existing Internet Service Providers for setting up wired and wireless networks for internet connectivity in Pragati Maidan on BOO basis.

SECTION-1 INSTRUCTION TO BIDDERS

Sealed Tenders are invited from existing Internet Service Providers (ISPs) for providing high-speed Internet access with wired and wireless In-building Network in Pragati Maidan on BOO (Build-Own-Operate) basis.

The bidder would be required to make investment on the equipments like antennas, access points, bandwidth etc. as per Functional & Technical requirements spelt out in this document.

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The objective being to extend Internet access in Pragati Maidan including exhibition Halls & Restaurants, etc. with roaming facility. Operator can also provide services like information kiosks (upto a maximum of 4) on prior approval as to their location and space rent at the sole discretion of ITPO inline with the prevailing ISP license condition from DoT.

The details of the various halls of Pragati Maidan have been provided at Annexure-A of this document. However, ITPO reserves the right to modify the number of halls available for exhibitions during the particular period.

ITPO is contemplating the renovation and modifications of various facilities in Pragati Maidan. During the process, it is possible that some of the facilities and halls are not available for exhibitions for some period. It may even so happen that some of the facilities cease to exist and newer ones are added. ITPO thus reserves its right to increase/decrease/add/delete or modify the current infrastructure in Pragati Maidan and ITPO shall have absolute right in this matter.

ITPO is keen on making the wired and wireless internet services available in Pragati Maidan at the earliest. Execution time for completion of the project and introduction of wired and wireless services are, therefore, most important.

Bidders are neither allowed to join hands to participate against the tender nor allowed to submit multiple bids.

1. Eligibility Criteria For The Bidders

- 1.1 The Bidding Company shall be registered & incorporated in India under the Companies Act.
- 1.2 The Bidder Company shall be a licensed existing Internet Service Provider for Delhi.
- 1.3 The bidder should have a sizeable customer base of subscribers which could include dial-up, DSL broadband, leased line and VPN etc. customers.

2. Documents Comprising The Bids

Even though the layout of Pragati Maidan and details of various halls are provided with the document, bidders are advised to make detailed survey of the Pragati Maidan before submitting the bid.

Interested agencies should submit their bid in two parts simultaneously.

The bid submitted shall have the following documents:

Part-1 Technical bid covering

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Documentary proof for eligibility conditions.

uuu) Bank's certificate of solvency.

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presence of the tenderers who wish to be present. The management reserves the right to reject any or all the tenders without assigning any reason.

3. Tender Evaluation

- 3.1 Financial Bid of only those tenderers will be opened whose technical bid will be found acceptable.
- 3.2 The tender shall be evaluated based on the annual fee payable to ITPO as quoted by the bidders.
- 3.3 The Purchaser intends to limit the number of operators to maximum three. Each of the bidders intending to provide such services shall have to meet the annual fee offered by the highest bidder. In the event of any of the eligible bidder(s) not agreeing to operate the service, inter-se ranking of the bidders below the aforesaid bidder(s) may be recast to fill up the vacated slot(s). This is to ensure that the number of maximum bidders supplying the services remains same as earlier.
- 3.4 In case, a bidding company intends to have exclusivity in providing wired and wireless internet services, it should so specify and also quote annual fee accordingly. If ITPO decides to grant exclusive rights to a company for wired and wireless internet services, the annual fee would be either the fee quoted by the company concerned or the sum total of two highest bids under the multi-player arrangement, whichever is higher.

4. Cost of Bidding:

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including any cost towards planning and site survey. ITPO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.2 Bidder is expected to examine all instructions, forms, terms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of Bid.

5. Clarification on Bidding Documents

- 5.1 Bidder, requiring clarification on the RFP may submit queries/clarification to ITPO in writing, at the address indicated in the Bid Data Sheet by 18-10-2006. ITPO will not respond to any such request received after this date.

6. Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of bids, ITPO, for any reason, whether on its own initiative or in response to the clarifications requested by prospective Bidders may modify the bidding documents by issuing amendment(s).

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- 6.2 All eligible Bidders will be notified of the amendment(s) in writing, and these will be binding on them.
- 6.3 In order to allow eligible Bidders a reasonable time to take the amendment into account in preparing their bids, ITPO, at its discretion, may extend the deadline for the submission of bids.

7. Language of Bid

- 7.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and ITPO, shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

8. Bid Forms

- 8.1 Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- 8.2 For all other cases, the Bidder shall design a form to hold the required information.
- 8.3 ITPO shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.

9. Bid Price

- 9.1 The bidder shall indicate the prices in Indian Rupees only.
- 9.2 Fee quoted by the bidder shall be fixed. Bids submitted with adjustable fee will be rejected.

10. Bid Security

- 10.1 The Bidder shall furnish, as part of the Bid, a Bid security for the amount of Rs. 50,000/- (Rupees fifty thousand only) in a separate envelope in the form of a demand draft payable at New Delhi in favour of India Trade Promotion Organisation, New Delhi.
- 10.2 The Bid security shall be in Indian Rupees and shall be in the form of either a bank draft or a bank guarantee in favour of India Trade Promotion Organisation (ITPO) issued by a scheduled bank in India and having at least one branch office in New Delhi, India. Such negotiable instrument should be valid for at least thirty (30) days beyond the validity of the Bid.
- 10.3 Unsuccessful Bidder's Bid security will be discharged or returned within thirty (30) days after the finalisation of the award of tender.

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- 10.4 The successful Bidder's Bid security will be discharged/returned to the Bidder on submission of performance guarantee & payment of annual fee to ITPO.
- 10.5 The Bid security may be forfeited either in full or in part, at the discretion of ITPO, on account of one or more of the following reasons:
- The Bidder withdraws their Bid during the period of Bid validity specified by them on the Bid letter form.
 - Bidder does not respond to request for clarification on their Bid.
 - Bidder fails to co-operate in the Bid evaluation process, and
- 10.6 In case of a successful Bidder, the said Bidder fails:
- To sign the Contract Agreement within 7 days in accordance with terms & conditions; or
 - To furnish annual fee within 30 days of signing of agreement.

11. Period of Validity of Bids

- 11.1 Bids shall remain valid for a period of 60 days, from the due date of bid submission. Any Bid valid for a shorter period shall be rejected as non-responsive.
- 11.2 In exceptional circumstances, ITPO may solicit Bidders's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of Bid security shall also be suitably extended. A Bidder granting the request is neither required nor permitted to modify the Bid.

12. Format and signing of Bid

- 12.1 The bidder shall prepare original + two copies of the bid clearly marking each "Original Bid" or "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 12.2 The Original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the Bid. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- 12.3 The complete bid shall be without alteration or erasures, except those to accord with instructions issued by the ITPO or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

13. Sealing and Marking of Bid

- 13.1 Bidder shall submit their bids in two Separate Parts in sealed envelopes superscribed with the RFP document number, due date, time, Project and nature of bid (Technical bid, Financial bid) in the following manner:

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- PART-I: The Bid Security. Original and 2 copies of **Technical Bid** complete with all technical details.
 - PART-II: Original and 2 copies of **Financial Bid ONLY**.
- 13.2 The envelopes containing Part-I Part-II, of the offer should be enclosed in a larger envelope duly sealed. All pages of the offer must be signed.
- 13.3 The outer envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”.
- 13.4 If these envelopes are not sealed and market as required, ITPO will assume no responsibility for the bid’s misplacement or premature opening.
- 13.5 The bid security, Technical and Financial bids shall be placed in separate envelopes and then placed in double envelope as explained above.

14. Bid Due Date

- 14.1 Bid must be received by ITPO at the address given in the Bid Data Sheet not later than 9-9-2006 at 1100 Hrs. Bids received after this deadline will be rejected and returned to the bidder unopened
- 14.2 The ITPO may, at its discretion, on giving reasonable notice in writing to all eligible Bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of ITPO and the Bidder, previously subject to the bid due date, shall thereafter be subject to the new bid due date or deadline as extended.

15. Opening of Bids by ITPO

- 15.1 ITPO will open bids at the place and time mentioned in the Bid Data Sheet. Bidder’s representatives (Maximum 2) may attend the opening, and those who are present shall sign a register evidencing their attendance.
- 15.2 The Bidder’s names, Bid modifications or withdrawals and such other details as ITPO, at its discretion, may consider appropriate, will be announced at the time of opening.

16. Examination and evaluation of Bids

Bids without a valid bid security in the prescribed format will be rejected.

- 16.1 Pre qualification bid will be examined based on the following criteria:
- Bidder’s Eligibility requirements as defined in the tender document.
 - Compliance to technical and commercial terms and conditions.
 - Other information as asked for in the bidding document.
 - Full description of network with complete technical details.
 - Time schedule for execution.

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- 16.2 In the second step, ITPO may ask Bidder(s) for additional information, visit to Bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in Technical Bid documentation.
- 16.3 Technical qualification of bidders shall be made on the basis of conformity to technical and operational requirements, and time schedule for execution of project.
- 16.4 Financial bids of only those bidders will be opened whose technical bids are found to be responsive.
- 16.5 ITPO may at its discretion discuss with Bidder(s) available at this stage to clarify contents of financial bids.
- 16.6 If there is a discrepancy between the unit price & the total price, the unit price shall prevail and ITPO shall correct the total price. If there is a discrepancy between words & figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, his bid shall be rejected.

17. Award of Contract

- 17.1 ITPO will award the contract to successful bidder whose bid has been determined to be responsive and has been determined to be most competitive provided further that the bidder is determined to be qualified to perform the project satisfactorily. ITPO shall, however, not bind itself to accept the highest or any bid and reserves the right to accept or reject any bid wholly or in part.

18. ITPO's right to Reject Any or All Bids

- 18.1 ITPO reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

19. Notification of Successful Bidder and Acceptance by Successful Bidder

- 19.1 Prior to expiration of the period of Bid validity, ITPO will notify the successful Bidder in writing that its Bid has been accepted by issuance of Letter of Intent (LOI).
- 19.2 Within 3 (Three) days of receipt of such intimation, the successful Bidder shall give its acceptance to ITPO.
- 19.3 Within 7 (Seven) days of issuance of LOI, the successful Bidder shall submit Performance Guarantee to ITPO.
- 19.4 Upon the successful Bidder's furnishing of Performance Security, ITPO will promptly notify all unsuccessful Bidders and will discharge their Bid security.

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1. Applicable Law

- 1.1 Appropriate Laws of Government of India shall apply.
- 1.2 In the event of any Change in Law that affects the performance of the Bidder, the bidder shall be given the benefit or burden resulting from such Change in Law.
- 1.3 The jurisdiction of courts will be Delhi/New Delhi.

2. Use Of Bid Document And Information

- 2.1 All project related documents issued by ITPO shall remain the property of ITPO and originals and all copies shall be returned to ITPO on completion of the bidder's performance, if so required by the ITPO.
- 2.2 The bidder shall not without prior written consent of ITPO make use of any document or information made available for the project except for purposes of performing the job.

3. Performance Security

- 3.1 Within 7 (Seven) days of the receipt of the notification of award from ITPO, the Bidder shall furnish a performance security for an amount of 20% (twenty percent) of bid price, using the performance security format to be provided by ITPO.
- 3.2 The performance security shall be valid for at least 90(ninety) days beyond the completion of contract period and shall be denominated in Indian rupees and shall be a bank guarantee in favour of ITPO, payable at New Delhi, issued by a scheduled bank in India through its branch in New Delhi, India.
- 3.3 The proceeds of the performance security shall be payable to ITPO as compensation for any loss resulting from the Bidder's failure to complete its obligations under this bid. ITPO shall notify the Bidder in writing of its invocation of its right to receive such compensation within 15 days, indicating the reasons for which the Bidder is in default.
- 3.4 For every 0.5% reduction in availability on a weekly basis, an amount of 1% of the bid price shall be deducted from the performance Guarantee.
- 3.5 The performance security shall be discharged by ITPO and returned to the Bidder within 30 days from the date of final certificate certifying the fulfillment of the performance obligations under this Bid.
- 3.6 The Bidder shall furnish amendment to the Performance Security, if required, within 15 days.

4. Payment Terms

- 4.1 100% of the quoted annual fee shall be paid by the bidder to ITPO in advance along with performance guarantee.
- 4.2 In case of termination of contract prior to expiration contract period, the annual fee will be adjusted against completed period of service and balance, if

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any shall be refunded to the bidder. Any unpaid obligation under the contract may be adjusted against this payment.

5. Taxes & Duties

- 5.1 The Bidder is liable for payment of all fees, taxes and duties etc as applicable including statutory charges, if any.

6. Liquidated Damages

- 6.1 The service is to be made operational by 7th November, 2006. If the bidder fails to offer the services and system within the periods specified in the Bid, ITPO shall, without prejudice to its other remedies under the Bid, deduct from the performance security, as liquidated damages, a sum equivalent to ½% of the Bid price for each day or part thereof of delay until Final Acceptance, up to a maximum deduction of the 10%.
- 6.2 If the delay is more than 2 weeks, ITPO has the right to terminate the contract and encash the performance security.

7. Contract Period

- 1.4 The initial contract period will be one year from the date of Final Acceptance on renewal basis every year up to three years. ITPO may extend the contract for another two years on annual basis on the terms and conditions decided by ITPO and accepted by the service provider.

8. Implementation Services

- 8.1 The Bidder shall provide all services specified in the Technical Specifications in accordance with the highest standards of professional competence and integrity. ITPO reserves the right to require the replacement of any Bidder staff assigned to work on the site by suitable qualified staff, in the event that the staff concerned is determined to be incompetent or loses the confidence of ITPO.

9. Books & Records

- 9.1 Bidder shall maintain adequate books and records/reports in connection with Contract and shall make them available for inspection and audit by ITPO/any appointed third part until expiry of the performance guarantee.

10. Access to the Premises

- 10.1 Bidder shall be provided the access to the premises throughout the year for maintenance and it would be regulated through Photo Identity cards.
- 10.2 The parking for the specified no. of vehicles shall be allowed within the specified and earmarked areas. The gate pass will be issued for facilitating the entry of vehicles from specific gates.

11. Notice

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- 11.1 Any notice given by one party to the other pursuant to this bid shall be sent to the other party in writing to the other party's address. A notice shall be effective from the date when notice in writing is delivered or tendered or affixed at a conspicuous place whichever is earlier.

12. Force Majeure

- 12.1 If at any time the performance, in whole or in part, by either of any obligation under the contract, shall be prevented or delayed by reasons of any war or hostility, acts of public enemy, civil commotion, sabotage fire, flood, explosion, epidemic, quarantine restriction, strikes, or acts of god (hereinafter referred to as events), provided notice of happening of any such eventuality is given by either part to the other within 21 days from the date of occurrence of the event, neither party shall by reasons of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such event. Obligations arising out of this contract shall resume after the event or events have come to an end or ceased to exist. The decision of ITPO as to whether such event or events have come to an end or ceased to exist or whether deliveries of the services by the Bidder have been resumed or not shall be final and conclusive. Provided both the parties may at their option terminate their obligations under the contract and thereupon ITPO, which shall be final.

13. Indemnification

- 13.1 Each Party ("Indemnifying Party") shall indemnify and hold harmless the other party from any and all damages, losses, penalties, expenses and costs arising from, based on, related to or associated with the inaccuracy of any representation or covenant set forth in this Bid or the breach of or failure to perform or satisfy any of the provisions of this Bid or for loss of or damage to property, death or injury to person.
- 13.2 The Bidder shall indemnify ITPO and hold it harmless from all suits, actions, debts, accounts, costs, losses, and expenses of all kinds (including legal expenses and professional advisory service expenses) arising from or out of any adverse claims of any and all persons related to the execution of services.
- 13.3 Notwithstanding anything expressed or implied in this Bid to the contrary:-
- 13.4 The parties shall indemnify, defend and hold the other harmless against any and all third party claims.
- 13.5 Such indemnity shall not extend to any loss, death or injury or any expenses relating thereto to the extent that it was caused by any act or omission of either party or the failure of either party to take reasonable steps in mitigation thereof.
- 13.6 Such indemnity shall not be applicable to any loss, damage, cost or expense in respect of, and to the extent that either party is compensated pursuant to the terms of any other Contract or under any policy of insurance.

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- 13.7 For the purpose of this Article:-
- ITPO shall include all persons directly or indirectly associated with ITPO including its employees.
 - The Bidder shall include its directors, employees, agents affiliates and subcontractors.
- 13.8 Nothing in this article whether expressed or implied shall relieve either Party of any express obligation to make any payment due to the other Party under this Bid.

14. Properties and Facilities:

- 14.1 The Bidder shall assume full responsibility and liability for the maintenance and operation of its properties and facilities and shall indemnify and hold ITPO harmless from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act, accident or omission in connection with or arising out of the installation, presence, maintenance and operation of properties and facilities of the Bidder.
- 14.2 The Bidder shall be deemed to be in control and possession of the equipment necessary for the proper and normal operation of the System.
- 14.3 The Bidder shall maintain the area under its control in proper condition and follow the rules and regulations as prescribed by ITPO, from time to time.
- 14.4 On completion of contract period, bidder will hand over the premises and facilities in the same condition as was handed over to it.

15. Default and Termination

- 15.1. ITPO may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Bidder, terminate the Contract for installation in whole or in parts:
- If the Bidder fails to deliver either the whole or part of the “Services” within the time period(s) specified in the Contract or any extension thereof granted by ITPO.
 - If the Bidder fails to perform any other obligation(s) and,
 - If the Bidder, in either of the above circumstances, does not cure its failure within a period of 30 days (or such longer period as ITPO may authorize in writing) after receipt of the default notice from ITPO.
 - Without assigning any reason on three month notice period.
- 15.2. In the event ITPO terminates the Contract in whole or in part, ITPO may procure and install upon such terms and in such manner as it deems appropriate, similar equipment and the Bidder shall be liable to ITPO for any excess cost for such equipment. However, the Bidder shall continue performance of the Contract to the extent not terminated.

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16. Termination for Insolvency

16.1 ITPO may at any time terminate the Contract by giving 30 (thirty) days written notice to the Bidder without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action which has accrued or will accrue thereafter to ITPO.

17. Resolution of Disputes

17.1 If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Contract or regarding a question, including the questions as to whether the termination of the Contract by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement will be considered to have failed as soon as one of the Parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 (Thirty) days), give 15 days' notice thereof to the other Party in writing. In the event of failure of attempt for an amicable settlement, the disputes mentioned above shall be referred to the sole arbitration of CMD, ITPO or an arbitrator so appointed by CMD, ITPO.

17.2 The place of the arbitration shall be New Delhi, India.

17.3 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

17.4 The proceedings of arbitration shall be in English language.

SECTION 3 FUNCTIONAL & TECHNICAL REQUIREMENTS

1. Introduction

1.1 Bidder shall design, build and operate the system to provide High Speed Internet Services with wired and wireless network at its own cost against the

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fixed yearly fee to ITPO. The offered solution shall conform to international standards.

- 1.2 The bidder shall have comprehensive and flexible Billing capabilities and multiple authentication techniques for its customers with back end systems for authentication, authorization, accounting, security management, network management, billing and customer provisioning & management.
 - 1.3 ITPO is looking for an end-to-end turnkey solution from Bidders that can scale transparently to support Hotspot deployments of any size for different exhibition halls. The highlights of the solution shall be:
 - Multiple authentication methods for end-users.
 - Multiple & Flexible Billing solutions.
 - Monitoring of Wi-fi Hotspots and wired network.
 - QoS based services to end-users, which allows wired and wireless bandwidth to be segmented and metered out on a per-user basis.
- 2. Activities:**

The various activities, not limited to, identified to be undertaken by the bidder in the process of setting up and operating the services as per the agreement are as follows:

- Site Survey for RF Design and planning
- Obtaining all approvals from Wireless Planning Commission (WPC) wing of DOT and Standing Advisory Committee for Frequency Allocation (SACFA) or any other concerned organisation/agency, if any, as required.
- Design and planning for the determination of Access Point locations.
- Providing and executing Cabling, testing etc.
- Design and engineering of all the network components.
- Commissioning & deployment of the proposed solution
- Acceptance Testing as per process finalized with ITPO. The acceptance test process should include the following :
 - Service Activation Time
 - Throughput
 - Availability
 - Mean Time to Restore (MTTR)
- Service shall be started only on completion of acceptance test by ITPO. The annual fee payable to the ITPO by the bidder shall also be applicable from date of start of service after acceptance.
- Bidder shall pay for the required power supply for all the equipments at rates applicable for the exhibitors in Pragati Maidan.

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- Cost of all the installation material shall be borne by the Bidder as a part of installation & commissioning charges.
- 2.1 The Bidders shall provide detailed requirement for space, power and air conditioning load and any other infrastructure requirement from ITPO at each location for each of the equipment, kiosks and cyber cafe in the Bid document. Such facilities will be provided by ITPO on chargeable basis at the rates applicable to exhibitors in Pragati Maidan.
- 2.2 ITPO will only provide the open space of approx. 3m X 3m (maximum for setting up the access centre) within Pragati Maidan. The operator has to make his own arrangements for physical set up, air-conditioning equipments and power supply equipments.
- 2.3 For electricity, the Bidder shall be charged according to the rate notified by the ITPO from time to time. For the information of the bidder, the current rate of electricity is Rs.10/- per unit. The charges will be worked on the basis of an electricity meter, installed by the bidder or, in the absence of the same, rating of the bidders equipments installed in Pragati Maidan.
- 2.4 The Bidder will be provided the maximum of two spots during the period of fairs in Pragati Maidan for marketing of the Wi-Fi Services, which will be located on the roads or lanes of Pragati Maidan, a little away from the main entrances to the halls. Theses spots will be pre-approved by ITPO and the bidder can put up temporary booth (s) for his marketing activities. In addition suitable number of low free standing sign boards (of 2' to 3' height with the sign of 15" x 15" fixed to the same) can be placed outside the halls at such places where they do not cause any obstruction or hindrance to various Third Party Fair Organisers/ITPO or the participants in the fairs organized in Pragati Maidan. The number and locations of these sign boards for particular events would have to be pre-approved by ITPO.
- 2.5 Although the present tender is for providing both wired and wireless internet services in Pragati Maidan yet it does not in any way restrict provision of wired internet services such as by dial up, DSL broadband, leased line by other ISPs at the instance of various fairs Organisers/ITPO or the participants.
- 2.6 Any cabling to be laid has to be done through conduit/thin trenching, which are to be filled after laying of cables. Within the halls and premises, the cables laid should pass through conduits and standard of structure cabling are to be strictly followed.
- 2.7 The building and the interiors shall be restored to their original condition. All restoration should be done aesthetically.
- 2.8 The supplied wired and Wi-Fi devices shall be certified from Wi-Fi alliance forum and/or any other concerned authority/agency.
- 2.9 ITPO reserves the right to ask for clarification and/or presentations in respect of the bids.

RFP for implementing Wired and Wired Internet Services in Pragati Maidan

- 2.10 The physical security of the equipment and relevant accessories will be the responsibility of the operator itself. Bidder at its discretion may take necessary steps like insurance, for all the equipments. ITPO will not be responsible for bidders equipment installed in Pragati Maidan in any way.
- 2.11 Bidder should ensure the 99.95% availability of service during all the exhibitions and 95% for the remaining period of the year. Availability shall be calculated on week-to-week basis.
- 2.12 Detailed layout of currently available halls: The current No. of halls, layout and physical dimension are given at Annexure – A for information. The available infrastructure may undergo change during the term of this agreement and ITPO shall have absolute right for undertaking any such activity in Pragati Maidan.

3. Implementation Schedule

- 3.1. The bidder shall ensure that the services are launched within the stipulated time schedule of November 12, 2006. The network shall be commissioned accordingly by this date.

4. Network Architecture Requirement

- 4.1 Wi-Fi Hot Spot : The offered Wi-Fi solution shall comprise of setting up of Wireless Hot-spots conforming to international standards for offering services as mentioned in this document to customers. The Bidders shall provide the following equipment for each Hot spot location:
 - 4.1.1 One or more Access Points (APs) per hotspot. One out of every APs may have in built routing and bridging functionality with Ethernet LAN and WAN ports.
 - 4.1.2 LAN Switch for those Hotspots having more than one Access point. This functionality can also be integrated within Access points, in which case a separate LAN switch is not required. The LAN ports shall be used for interconnecting the access point to increase the coverage area of the Wi-Fi HotSpot. The interconnection of access points shall also be possible over the radio without the need of using the Ethernet LAN ports. It shall also be possible to interconnect the Access Points in cascade using the Ethernet LAN on the Access points.
 - 4.1.3 Cabling Material such as Cat 6 cable, antennae and associated accessories, etc.
- 4.2 All customer traffic at the Wi-Fi Hotspot and wired internet equipments shall be directed to the Internet gateway to be provisioned by bidder.
- 4.3 Bidder shall be responsible for Management, Operation, Administration, Provisioning, Fault Management, configuration, authentication, Authorisation, Accounting, Billing & collection of the prescribed charges for the service.

5. Capacity Requirements

RFP for implementing Wired and Wired Internet Services in Pragati Maidan

- 5.1 Network shall be designed keeping in view the peak load conditions. Bidder shall specify the methods offered to meet the fluctuating load in Pragati Maidan.
- 5.2 Details of no. of visitors and no. of exhibitors visiting Pragati Maidan has been provided in the tender document, the capacity requirement provided by bidder shall cover following information :
- Available Internet bandwidth to backbond (Total and per user)
 - Average number of Access points per Hotspot.
 - Average Number of concurrent users per Wi-Fi access point.
 - The cabling material shall be provided as per data given below:
- 5.3 The bidder should design the system as to provide a minimum bandwidth of 1 (one) MBPS between any two Wi-Fi users in Pragati Maidan at all times.

6. Services to be Provided

- 6.1 Full access to the internet for all public users including Web-based email, e-commerce sites & POP3 email services;
- 6.2 Use VPN clients for client to site VPN services to access their corporate servers.
- 6.3 QoS based services to individual users.
- 6.4 Roaming: The system must support clients from global roaming brokers such as iPass, GRIC, Boingo, etc.
- 6.5 Different types of client devices shall be supported such as Laptops (with and without admin access), PDAs, WLAN phones etc. and client devices having different settings or zero client configurations.
- 6.6 Allow secure access to end-users.
- 6.7 The Access points shall be certified by Wi-Fi alliance and/or any other concerned authority/agency approved by the Wireless Planning Commission (WPC). They shall be able to communicate with all Wi-Fi certified wireless adapters.
- 6.8 All the equipments shall meet the relevant international standards/specifications. Bidders are required to furnish clause-by clause compliance of above specifications.
- 6.9 The bidder shall provide in the Bid document details of the overall solution architecture and network design connectivity.

SECTION 4

ANNEXURES & FORMATS

ANNEXURE A: (Site layout & Details)

RFP for implementing Wired and Wired Internet Services in Pragati Maidan

In order to get some idea on the possible traffic volume throughout the year during various exhibitions, details of the fairs organized/planned in Pragati Maidan during 2005-06 are provided below. Pragati Maidan on an average gets about 15,000 exhibitors and 7 million visitors per annum of which approximately 1 million are business visitors.

Trade Fairs, Exhibitions and other events organized/planned in Pragati Maidan during 2006-07

No.	Name of the event	Date
1.	Sparkle 2006	April 6-9, 2006
2.	Education World Wide India 2006	April 15-16, 2006
3.	Satte 2006	April 21-23, 2006
4.	Education & Job Fair, New Delhi	May 5-7, 2006
5.	Indian Electricity 2006	May 11-13, 2006
6.	Edutech Expo 2006	May 30 - June 1, 2006
7.	Infra Educa 2006	June 16-18, 2006
8.	Propinvest Show Case 2006	June 23-25, 2006
9.	Delhi International Leather Fair, New Delhi	July 1-3, 2006
10.	Toy Biz 2006	July 8-11, 2006
11.	Education World Wide India 2006	July 15-16, 2006
12.	37th India International Garment Fair-Spring/Summer 2007 Collections	July 18-20, 2006
13.	Media Expo, Office Expo, Gift World Expo 2006	August 5-7, 2006
14.	Bath & Kitchen Expo 2006	August 5-7, 2006
15.	Property, Money, Insurance & Investments	August 5-7, 2006
16.	Tubetek India, Grindtek India, Bearing, Bushes and Gaskets Expo, Valves and Seals India	August 18-20, 2006
17.	Food & Technology Expo 2006	August 31 - Sept. 3, 2006
18.	Jewellery Wonder 2006	September 1-3, 2006
19.	India Packaging 2006	September 1-4, 2006
20.	Elcomp India 2006	September 5-7, 2006
21.	Indian Jewellery & Watch Show, New Delhi	September 7-10, 2006
22.	International Flora Expo 2006	September 8-10, 2006
23.	Inoptics 2006	September 10-12, 2006
24.	Baucon India 2006	September 11-14, 2006
25.	Global Expo & Seminar on Mining	September 11-14, 2006
26.	Minerals, Metals, Metallurgy & Materials 2006	September 11-14, 2006
27.	Delhi Book Fair	September 16-24, 2006
28.	Stationery Fair, New Delhi	September 16-24, 2006
29.	Sajavat Fair, New Delhi	September 16-24, 2006
30.	JCK, New Delhi 2006	September 28-30, 2006
31.	National Furniture & Interior Fair, New Delhi	Sept. 23 - October 2, 2006
32.	Arogya, New Delhi	October 5-9, 2006
33.	Powergen India & Central Asia 2006	October 25-27, 2006
34.	Interbuild 2006	October 26-28, 2006
35.	Education & Job Fair, New Delhi	October 27-29, 2006
36.	India Telecom 2006	October 2006
37.	Integrated Systems India	November 1-3, 2006
38.	Water Asia 2006	November 2-4, 2006
39.	26th India International Trade Fair, New Delhi	November 14-27, 2006

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40.	Tech India (Technology Trade Pavilion)	November 14-27, 2006
41.	Photo Imaging Asia 2006	December 6-9, 2006
42.	Congress & Expo on Dimensional Stones - Technologies, Machinery & Services	December 7-10, 2006
43.	IFE India 2006	December 7-9, 2006
44.	Expodent International India	December 21-23, 2006
45.	Inside Outside Mega Show 2006	December 21-24, 2006
46.	North East Trade Expo, New Delhi	January 8-15, 2007
47.	IT India Fair, New Delhi	January 30-February 02, 2007
48.	BES Expo 2007	February 1-3, 2007
49.	Globalcomm India 2007	February 6-8, 2007
50.	Sports Goods & Physical Fitness Equipment Exhibition	February 10-13, 2007
51.	Carpet 2007	February - March 2007
52.	Tex-Styles India, New Delhi	February 27-March 02, 2007
52.	Indian Construction & Hardware Show, New Delhi	March 2007
53.	Ahar-Spring Show, New Delhi	March 8-12, 2007
54.	Nakshatra, New Delhi	March 8-12, 2007
55.	Kosmetika, New Delhi	March 2007
56.	Krishi Expo, New Delhi	March 2007
57.	Gardening Fair, New Delhi	March 2007
58.	Summer Fair, New Delhi	March 2007
59.	Hospimedica India	March 9-11, 2007
60.	Disaster Management 2007	March 19-21, 2007
61.	Convergence India 2007	March 20-22, 2007.

Details of Various Exhibition Halls in Pragati Maidan

List of various halls with a total area of 61,290 sq.mtrs. (approx. covered area) of Pragati Maidan is given below. Some of these halls will be under renovation at

RFP for implementing Wired and Wired Internet Services in Pragati Maidan

different points of time, the addition and deletion of access points in such halls have to be catered by operator in consultation with ITPO without any implication on the annual fee payable under the agreement.

ITPO's EXHIBITION HALLS

Hall No. 1 (7630.75 sq.mtrs)

Hall No.2,3,4 & 5 (Ground Floor 5775 sq.mtrs, Mezzanine 1023.80 sq.mtrs.)

Hall No.6 (Ground Floor 4415.34 sq.mtrs., Mezzanine 1500.74 sq.mtrs.)

Hall No.7 (Ground Floor 6323.25 sq.mtrs.)

Foyer (Hall 7) (1000 sq.mtrs.)

Hall Nos.8 & 9 + Foyer (1393.26 sq.mtrs.)

Hall No.10 Foyer (between 1754.49 sq.mtrs.)

Hall No.9 & 10 (231 sq.mtrs.)

Hall No.11 (5266.71 sq.mtrs.)

Foyer between Hall No.10 & 11 (463.78 sq.mtrs.)

Hall No.12 (1681 sq.mtrs.)

Hall No.13 + Foyer (4633 sq.mtrs., 400 sq.mtrs.)

Hall No.14 (Ground Floor 4847.96 sq.mtrs., Mezzanine 800 sq.mtrs.)

Hall No.15 (1660.70 sq.mtrs.)

Hall No.18 (Ground Floor 7387.40 sq.mtrs., Mezzanine 4796.86 sq.mtrs.)

Hall No.19 (1359.64 sq.mtrs.) (Business Info. Centre, Showcase Design &

COMMON FACILITIES:

Conference Halls/Auditoria:

Conference Hall at Hall No.7

Seating capacity	200
Secretarial Rooms	2

Auditorium in Pragati Maidan

Seating capacity	100
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Conference facility in Hall No.8

Seating capacity	200
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Basement in Hall No.18

840 sq.mtrs.

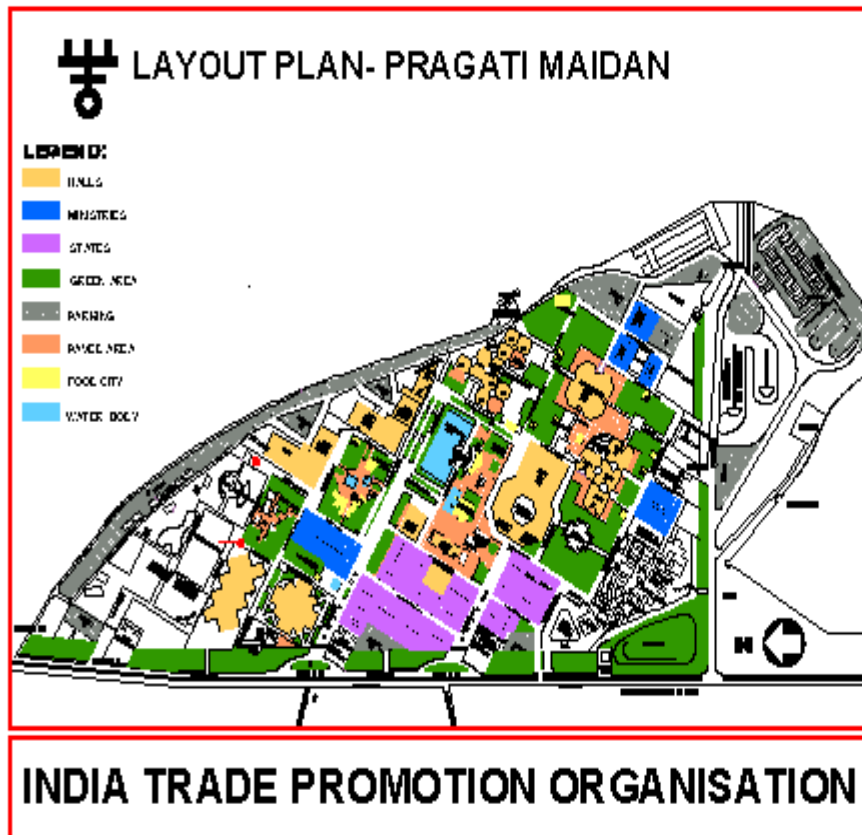
Theatres:

Shakuntalam Theatre

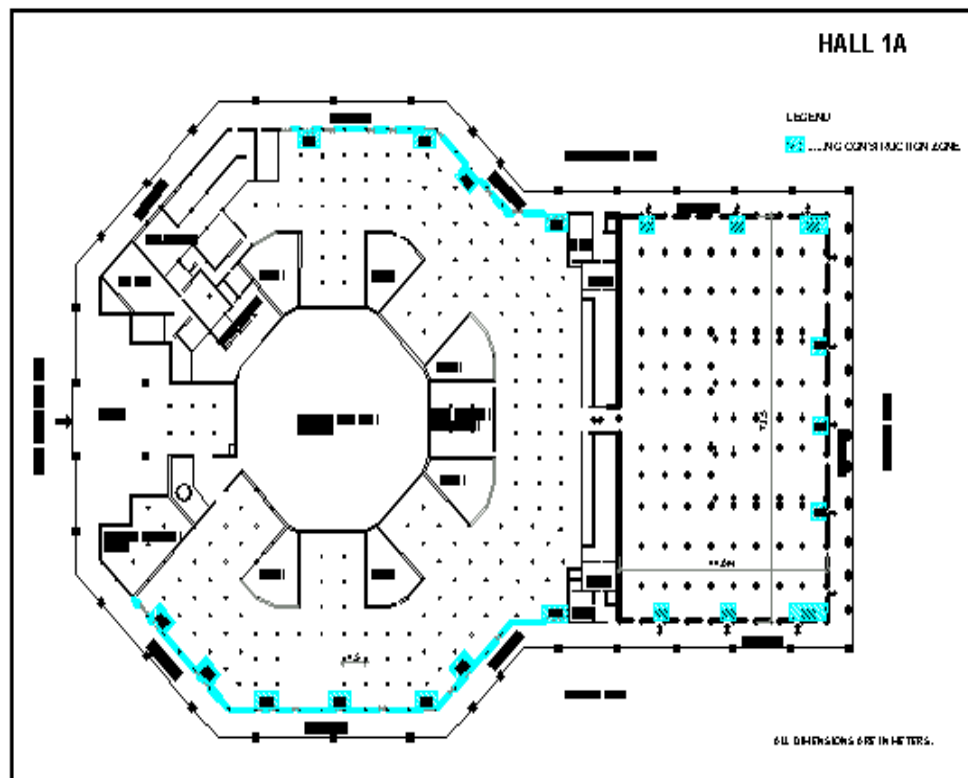
Seating capacity	367
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RFP for implementing Wired and Wired Internet Services in Pragati Maidan

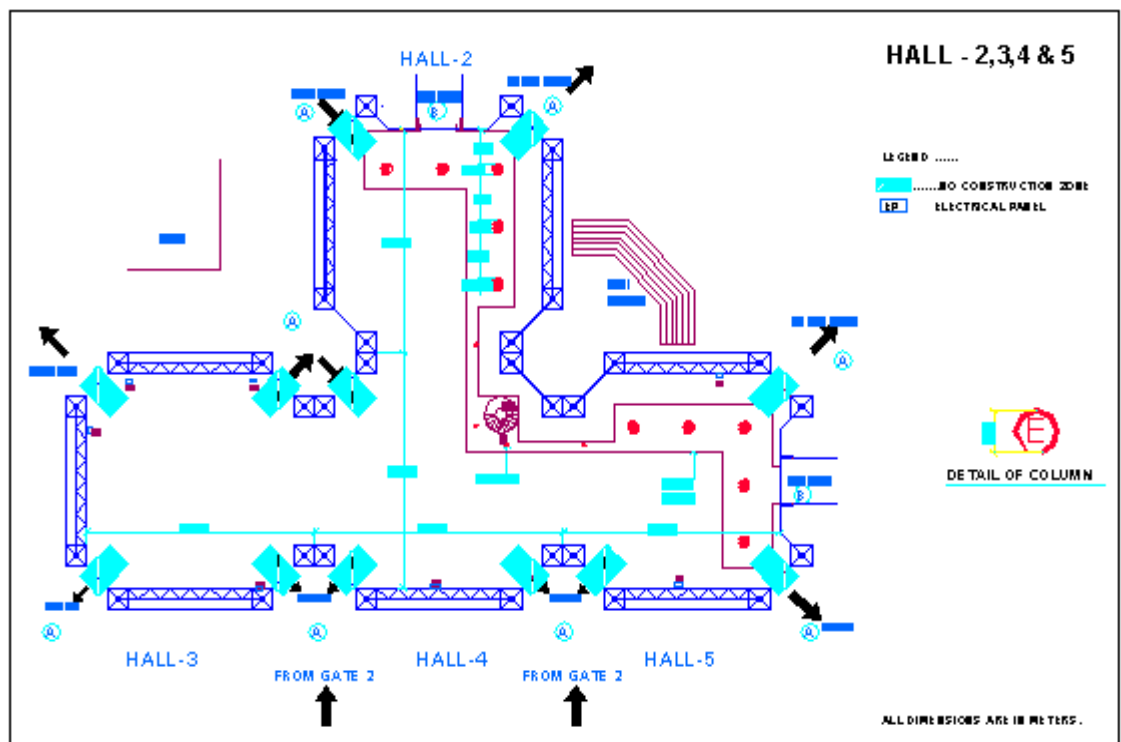
Stage Area	80 sq.mtrs.
Hamsadhwani Theatre (Open Air)	
Seating capacity	3500
Stage area	310 sq.mtrs.
Lal Chowk Theatre (Open Air)	
Seating capacity	1200
Stage area	275 sq.mtrs.
Shringar Theatre (Open Air)	
Seating capacity	900
Stage area	208 sq.mtrs.



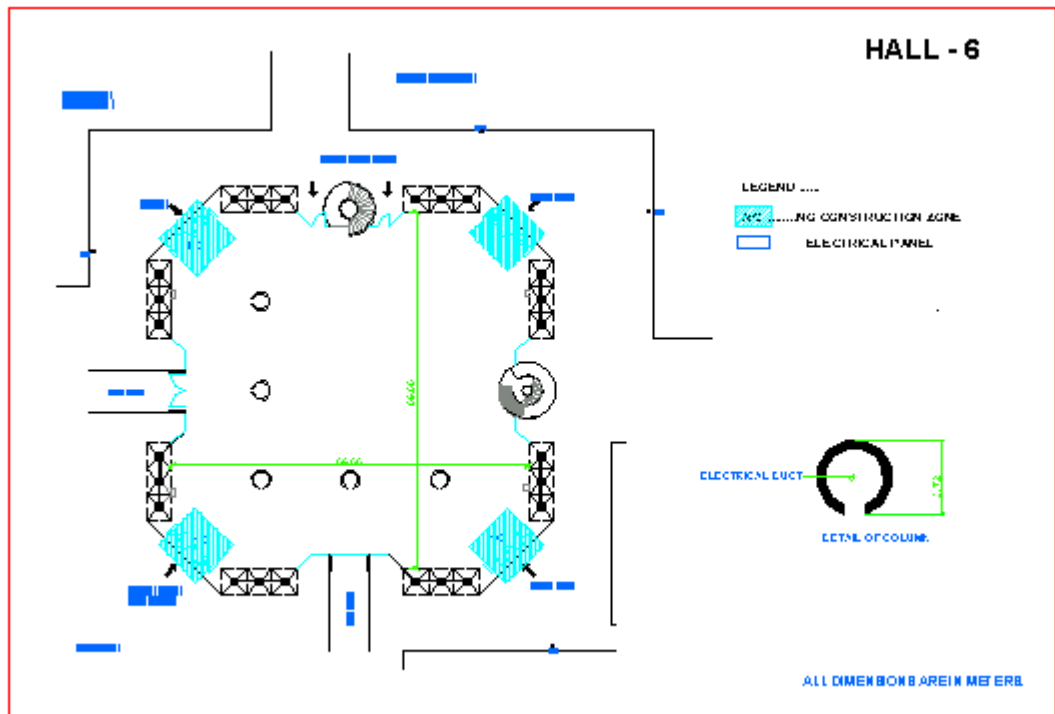
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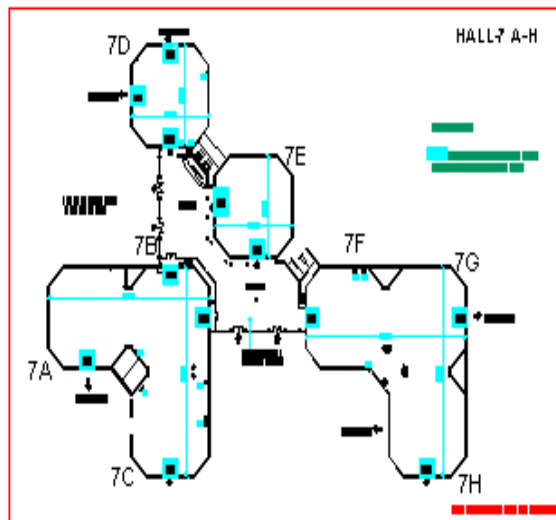
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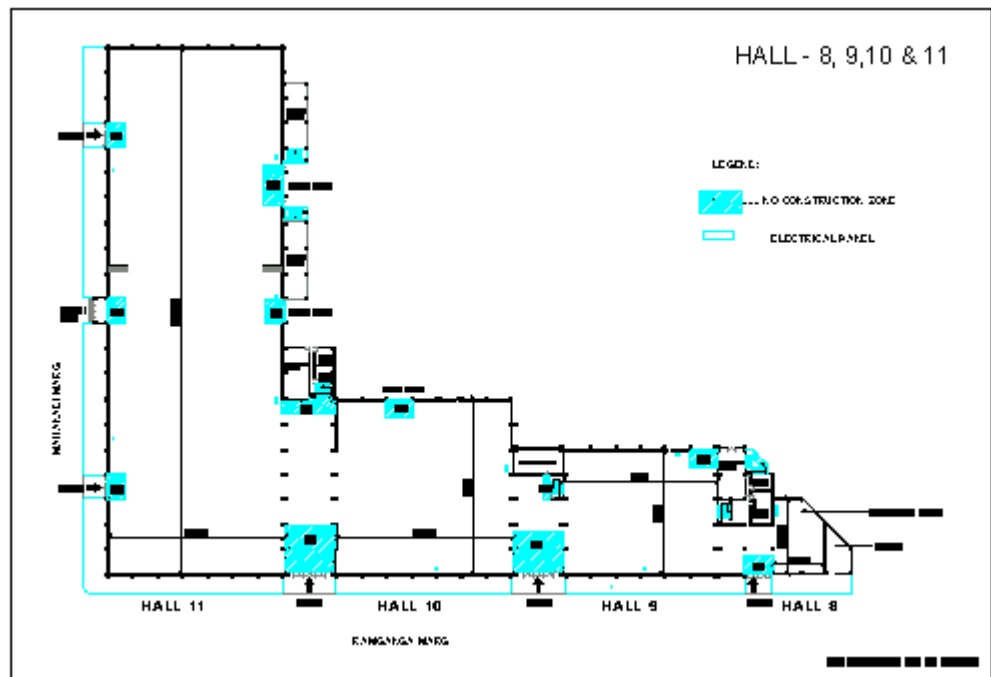
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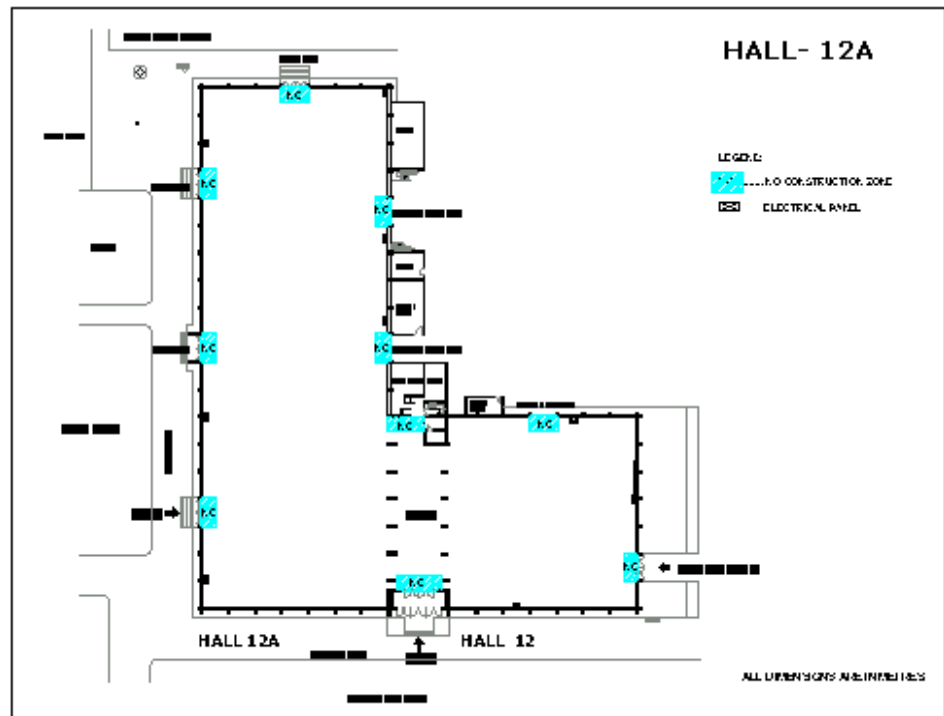
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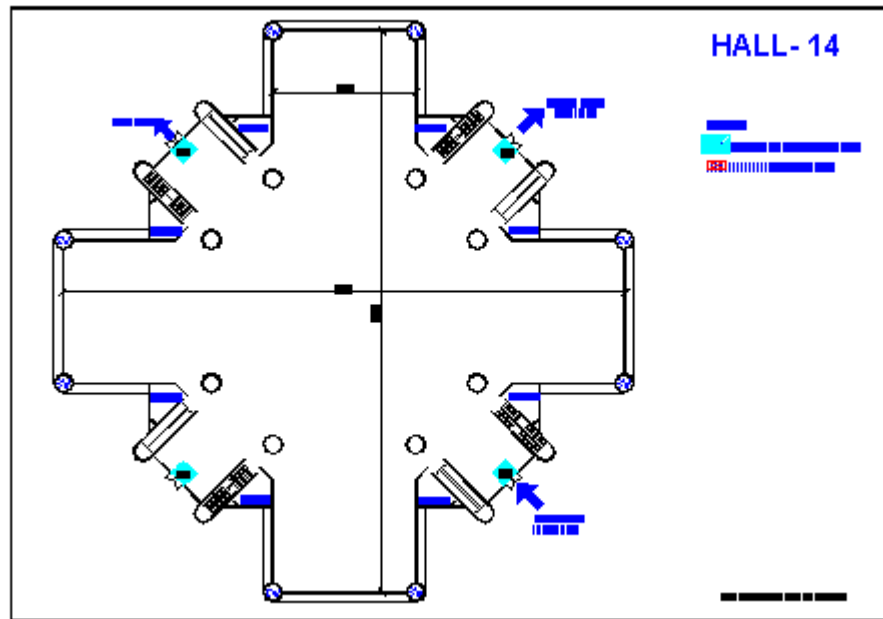
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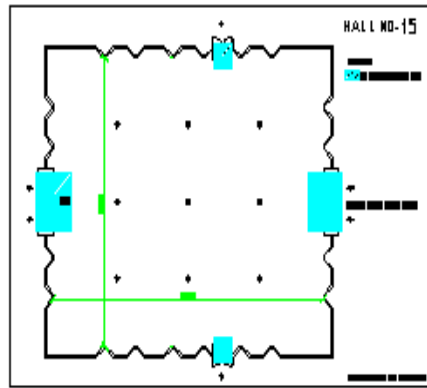
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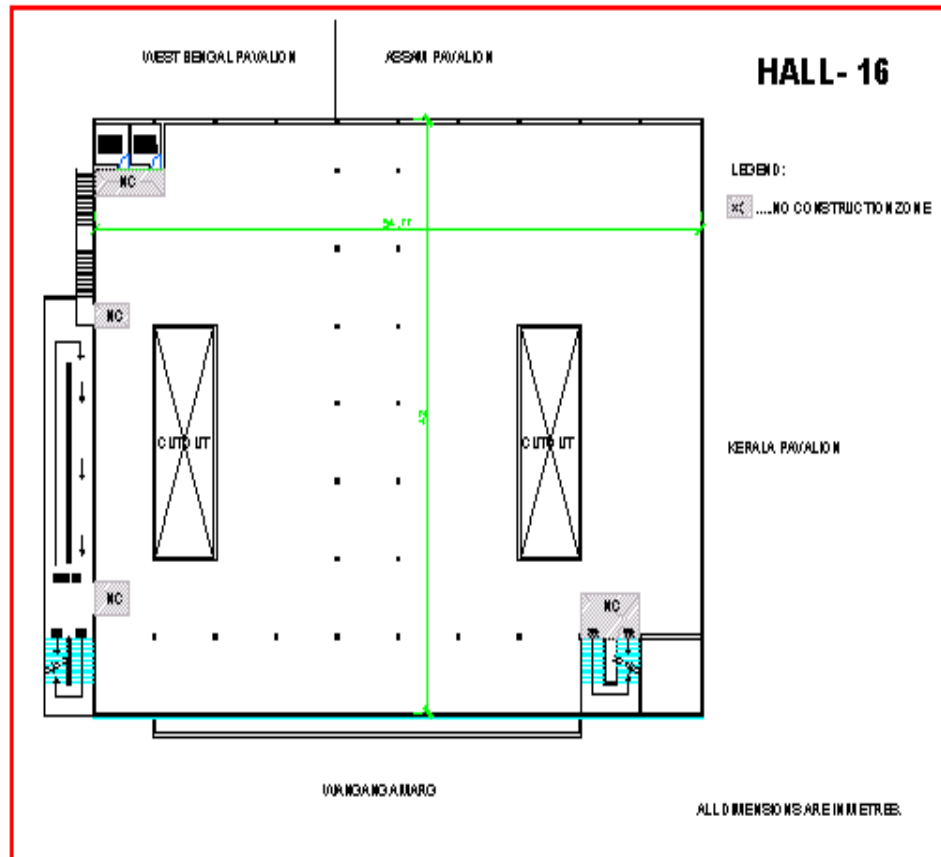
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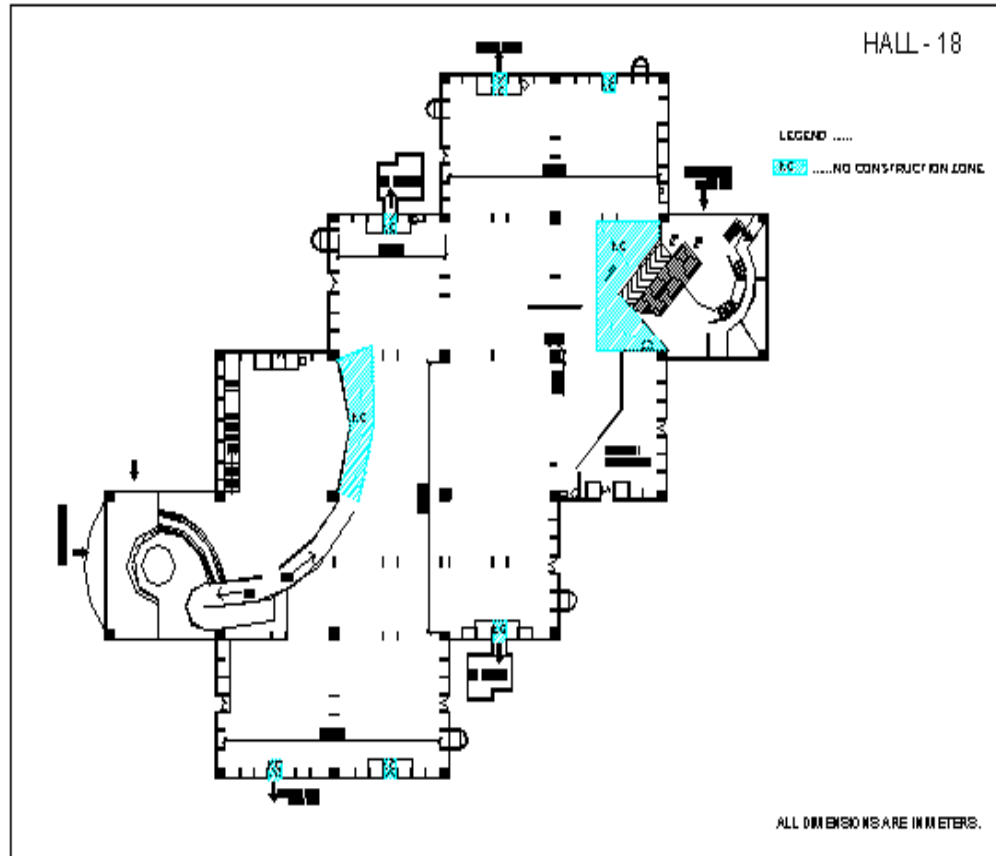
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RFP for implementing Wired and Wired Internet Services in Pragati Maidan



RFP for implementing Wired and Wired Internet Services in Pragati Maidan



ANNEXURE B : Bid Letter Form

From

(Registered name and address of the Bidder)

RFP for implementing Wired and Wired Internet Services in Pragati Maidan

To

The General Manager
Computer Department
India Trade Promotion Organisation
Room No.108, Pragati Bhawan,
Pragati Maidan, New Delhi-110001.

Sir,

Having examined the bidding documents, we the undersigned, offer to provide Services including all additional services associated thereto, also called the "Services" as detailed in the bidding document in response to your Request For Proposal No..... dated.....

We undertake to:

1. Maintain validity of the Bid for a period of 60 days from the date of Bid opening as specified in the bidding document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.
2. Provide Services for a period of three years from the date of Final Acceptance on renewal basis every year in conformity with the bidding documents (and as amended from time to time).
3. Execute all contractual documents and provide all securities & guarantees as required in the bid document (and as amended from time to time).
4. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract on us.

Dated this day of

Signature

(in the capacity of)

Duly authorised to sign bid for and on behalf of

Witness :

(Signatures with name and designation)

Address:

ANNEXURE C : Bid Security Form

Whereas.....(hereinafter called "the Bidder") has submitted his bid dated for the delivery of Services as detailed in your Request For Proposal No.....dated.....

RFP for implementing Wired and Wired Internet Services in Pragati Maidan

including all additional services associated thereto to be delivered by the Supplier (hereinafter called "the Bid").

Know All men by these presents that WE(Branch Name) of (Bank Name) having our registered office at(hereinafter called "the BANK") are bound unto Indian Trade Promotion Organisation, New Delhi (hereinafter called "ITPO"), in the sum of _____ for which payment will and truly to be made to the said ITPO, the BANK binds itself, its successors and assigns by these presents. Sealed with the common Seal of the said BANK this day of2006.

The conditions of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified by them on the Bid letter form.
2. If Bidder does not respond to requests for clarification of their Bid.
3. If Bidder fails to co-operate in the Bid evaluation process, and
4. In case of a successful Bidder, if the said Bidder fails or refuses:
 - a) To sign the Contract Agreement in time; or
 - b) To furnish Performance Security.

We undertake to pay ITPO up to the above amount upon receipt of its first written demand, without ITPO having to substantiate its demand, provided that in its demand ITPO will note that the amount claimed by it is due to it owing to the occurrence of any one or more of the conditions specifying the occurred condition or conditions. This Guarantee will remain in force up to and including 30 days after the period of bid validity, and any demand in respect thereof should reach the BANK not later than the above date.

(Signature for and on behalf of Bank)

Name of Witness (Signature of Witness)

Address of Witness Date :

ANNEXURE D : Bank Guarantee (Performance)

Guarantee No. _____

RFP for implementing Wired and Wired Internet Services in Pragati Maidan

Amount of Guarantee Rs. _____

Guarantee cover from (Name of Bank) _____

Last date for lodgment of claim(s) _____

B.G. in No. of pages including this page _____

THIS DEED OF GUARANTEE made this _____ day of _____ 2006 by _____ having one of its Branch at _____ called 'The Bank' which expression shall whenever the context so requires include its successors and permitted assigns) in favour of M/s. Indian Trade Promotion Organisation, (A Government of India Enterprise) registered under the Company's Act 1956, having its office at Pragati Bhawan, Pragati Maidan, New Delhi-110001 (hereinafter called the ITPO) which expression shall include its successors and assigns.

WHEREAS ITPO has entered into agreement/agreements with M/s. _____ having its Head Office at _____ (hereinafter called the "Contractor" which expression shall include its successors, executors and permitted assigns) for the Work awarded against Tender No. _____.

AND WHEREAS in accordance with the terms of said contract the contractor has agreed to furnish an unconditional Bank Guarantee for Rs. _____ (Rupees _____ only) for due performance of this contract awarded to the contractor.

AND WHEREAS THE BANK at the request of the contractor has agreed to give this guarantee.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

1. We the bank hereby irrevocably guarantee that the contractor will duly comply with his obligation during the guarantee period in accordance with the said contract agreement and the general terms and conditions forming part of the work agreement, failing which the bank undertake to pay ITPO on demand and without demur, such amount or amounts as the bank may be called upon to pay not exceeding a sum of Rs _____ (Rupees _____ only) on invocation of this amount shall be final and binding on us.

2. Notwithstanding anything contained hereinbefore, the liability of this bank in respect of this guarantee is restricted to Rs. _____ (Rupees _____ only) and shall remain in force till _____ unless an action/claim is made on us in writing within 90 days from this date i.e. upto _____ all rights under the said guarantee will be forfeited and we shall be relieved and discharged from all liabilities hereunder.

RFP for implementing Wired and Wired Internet Services in Pragati Maidan

IN WITNESS WHEREOF THE BANK HAS SUBSCRIBED AND SET ITS NAME AND SEAL HEREUNTO.

DATE :

RFP for implementing Wired and Wired Internet Services in Pragati Maidan

SECTION - 5

DRAFT AGREEMENT

THIS AGREEMENT made on theday of2006 between the India Trade Promotion Organisation, Pragati Bhawan, Pragati Maidan, New Delhi-110001 (hereinafter called the ITPO) of the ONE PART.

And

<SERVICE PROVIDER>, a company registered under the Companies Act 1956 and having its registered office at <ADDRESS> (hereinafter called the SERVICE PROVIDER which expression shall unless repugnant to the context, include its successor in business, administrators, liquidators and assigns or legal representatives) of the OTHER PART.

WHEREAS pursuant to the request of the service provider, against payment of a Annual License Fee of <Amount in figures> (Amount in words) the ITPO has agreed to grant permission to the service provider on the terms and conditions appearing hereinafter to establish, maintain and operate Broadband Internet Service through Wi Fi coverage (hereinafter called the SERVICE) in Pragati Maidan and the service provider has agreed to accept the same.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of observance of mutual covenants as well as payment of the annual fee payable in terms of schedule and due performance of all the terms and conditions on the part of the service provider, the ITPO does, hereby, entering on non-exclusive basis, into agreement to establish, maintain and operate Service in the area given on the terms and conditions mentioned in tender document annexed hereto.
2. The initial contract period will be one year from the date of Final Acceptance on renewal basis. The total period of contract is three years subject to the acceptance of the renewal by ITPO. The decision of ITPO in this respect is final and binding. ITPO may extend or refuse the extension of agreement on request of the service provider received latest by the end of the 11th month from the effective date and in the absence of such request for extension, the agreement shall automatically be terminated on due date.
3. Unless otherwise stated or appearing from context, all the schedules annexed hereto will form part and parcel of this agreement. Provided, however, in case of conflict or variance on an issue relating to this agreement, the terms set out in the main body of this agreement read with all the Schedules annexed hereto shall prevail.
4. The ITPO may at any time terminate the agreement by giving a written notice of 30 days after affording a reasonable opportunity of hearing on the breach of any of the terms and conditions herein contained or in default of payment of any consideration payable by the Service provider as provided hereunder.

RFP for implementing Wired and Wired Internet Services in Pragati Maidan

5. The service provider shall clearly indicate the specifications of the SERVICE to the ITPO at the time of entering into contract with ITPO.
6. The Service provider shall be solely responsible for installation, networking and operation of necessary equipment and systems, issue of bills to its subscribers, collection of the revenue, attending to claims and damages arising out of the services provided by him. The service provider shall make its own arrangements for all infrastructures involved in providing the SERVICE. Further the Service Provider shall clearly display and publicise major specifications of subscriber terminal equipment at his premises, which are necessary for interworking/interfaces.
7. The Service Provider shall be free to fix his own tariff to be charged from subscribers. The tariff shall be left open to be decided by market forces.
8. The Performance Bank Guarantee of requisite amount shall be furnished from time to time by the service provider as required under the terms and conditions of this Agreement and in the proforma as provided in bid document to the ITPO.
9. The service provider shall not, without the prior written consent (can be granted only as described below) of the ITPO, either directly or indirectly, assign or transfer its rights in any manner whatsoever to any other party or enter into any agreement for sub-contract and/or partnership relating to any subject matter of the agreement to any third party either in whole or in part. Any violation of this term shall be construed as a breach of Agreement and the agreement shall be liable for termination. Provided, however, that installation of systems, equipment and network can be given on contract, but, providing the SERVICE cannot be given to another party on contract. Provided, further, that the service provider can always employ or appoint agents and servants.
10. The ITPO reserves the right to, in case of a default of any of the terms and conditions stipulated in the Agreement, impose any penalty as it may deem fit under the provisions of this agreement.
11. Notwithstanding anything contained hereinbefore, it is further agreed and declared by the parties that:-
 - (i) The agreement is entered on non-exclusive basis i.e. other vendors may be granted permission for the same service in the same area at the discretion of the ITPO. ITPO itself or through a designated Public Authority, has the right to operate the service in any/all service areas.
 - (ii) The ITPO reserves the right to modify at any time the terms and conditions of the agreement covered under Schedule annexed hereto, if, in the opinion of the ITPO, it is necessary or expedient to do so in the interest of the general public or for the proper conduct of telegraphs or on security consideration.
 - (iii) Notwithstanding anything contained anywhere else in the Agreement, the ITPO's decision shall be final on all matters relating to this Agreement and application of terms and conditions herein.

RFP for implementing Wired and Wired Internet Services in Pragati Maidan

12. In suppression of any thing provided elsewhere, the effective date of this agreement shall be day of2006. The agreement shall expire on day of2009.

13. The agreement is entered into with SERVICE PROVIDER on the condition that any change in the Indian Partners or their equity participation should be as stipulated in the Indian Companies Act 1956.

14. All matters relating to this agreement will be subject to jurisdiction of Courts in Delhi/New Delhi only.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorised representatives in duplicate, each to be retained by one party, on the day and year first above written.

Signed and delivered for and on
behalf of
India Trade Promotion Organisation

Signed and delivered for and on
behalf of
<SERVICE PROVIDER>

Witnesses :

Witnesses :

1. _____
2. _____

1. _____
2. _____

SCHEDULE

1.1 QUANTUM OF ANNUAL FEE AND SCHEDULE OF PAYMENTS

The annual fee of <Amount in figures> (Amount in words) is payable by the Service Provider in advance on yearly basis in consideration for grant of permission to run the service, for the complete duration for which this agreement is entered into with ITPO. This has no relation to the actual start/provision of service by the Service Provider or any mutual obligations between the Service Provider and any other service provider/ BSNL/ MTNL/VSNL/Departments of the Central or State Government/local or statutory bodies.

1.2 The SERVICE PROVIDER shall commission the system within 4 weeks from the effective date of the agreement and offer the services by November 13, 2006 on demand to the customers.

1.3 Service provider shall be solely responsible for the installation, networking and operation of necessary equipment and systems, issue of bills to its subscribers, attending to claims and damages arising out of his operation. The SERVICE PROVIDER shall make its own arrangements for all infrastructures involved in providing the SERVICE.

1.4 For the purpose of providing the SERVICE, the service provider shall install his own suitable equipment so as to be compatible with the other service providers' equipment and connect the Gateway for routing International Internet Traffic.

1.5 Internet Subscribers can procure their own terminal equipment or lease the same from the ISP.

1.6 In the process of operating the SERVICE, the service provider shall be responsible for:

- (i) the proper operation and maintenance of his network infrastructure;
- (ii) "WARRANTY AS TO QUALITY":- The service provider shall warrant that SERVICES to be provided by him shall be of the acceptable grade, consistent with the established and generally accepted standards.
- (iii) MTTR (Mean Time To Restore)
- (iv) 90% of faults resulting due to subscribers complaints should be rectified within 24 hours and 99% within 3 days.
- (v) The Service provider will keep a record of number of faults and rectification reports in respect of each service area and produce the same to the ITPO as and when required.

2. SECURITY CONSIDERATION:

2.1 The service provider shall provide to the ITPO, location details of the equipment provided by ISP. Implementation of any installation of the concerned equipment and execution of the concerned project shall be taken up only after the approval by the ITPO and locations of these stations shall not be changed without prior approval of the ITPO.

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2.2 The service provider shall not use any hardware/software which are identified as unlawful and/or render network security vulnerable. The SERVICE PROVIDER shall make available, on demand, to the agencies authorized by the ITPO, full access to the equipment provided by the ISP for technical scrutiny and detailed inspection.

2.3 ITPO shall have the right to take over the SERVICE, equipment and networks of the SERVICE PROVIDER either in part or in whole of the Service Area as per directions if any, issued in the public interest or national security by the Government in case of emergency or war or low intensity conflict or any other eventuality. Provided any specific orders or direction from the Government issued under such conditions shall be applicable to the SERVICE PROVIDER and shall be strictly complied with.

3. MONITORING FACILITIES:

(i) Service provider network shall be equipped with monitoring facility to monitor quality and class of service at the cost of the Service Provider. Suitable appropriate monitoring system is to be set and the cost of maintenance of the monitoring equipment and infrastructure shall be borne by the Service Provider.

4. PROHIBITION OF CERTAIN ACTIVITIES BY THE SERVICE PROVIDER:

4.1 The SERVICE PROVIDER shall not engage provision of any other Telecom service unless so allowed by ITPO.

4.2 For the avoidance of doubt, it is, hereby declared that nothing contained in Condition 4.1 above shall preclude the SERVICE PROVIDER from engaging in advertising and promotional activities relating to any of the Systems.

5. OBSCENE MATERIAL AND APPLICABILITY OF CYBER LAWS:

The SERVICE PROVIDER shall ensure that objectionable, obscene, unauthorised or any other content, messages or communications infringing copyright, Intellectual property right and international & domestic cyber laws, in any form or inconsistent with the laws of India, are not carried in his network, the ISP should take all necessary measures to prevent it. In particular, SERVICE PROVIDER is obliged to provide, without delay, all the tracing facilities of the nuisance or malicious messages or communications transported through his equipment and network, to authorised officers of Government of India/State Government, when such information is required for investigations of crimes or in the interest of national security. Any damages arising out of default on the part of Service Provider in this respect shall be sole responsibility of the service provider.

6. ACCEPTANCE TESTING & QUALITY ASSURANCE:

6.1 ACCEPTANCE TESTING :

The Acceptance Testing of equipment will be carried out by the Acceptance Testing party of the ITPO. The Acceptance Testing schedule shall be mutually agreed and should

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cover the relevant clauses of tender document. Adequate time, not less than 3 days, will be given by the Service Provider for these tests.

6.2 QUALITY ASSURANCE :

ITPO shall have right to check and measure the quality of service provided by the Service Provider at any time during the currency of the agreement.

The SERVICE PROVIDER shall submit to the ITPO a monthly report on the quality of SERVICE offered to its subscribers indicating the levels of performance achieved.

7. DELIVERY OF THE SERVICES:

7.1 The SERVICE PROVIDER shall be responsible for installation, testing and commissioning of all the equipment to provide the services. However, all performance tests required for successful commissioning of the service may also be carried out by the ITPO, if it so desires, before the services are commissioned for public use. The SERVICE PROVIDER shall supply all necessary literature, drawings, installation materials regarding the equipment installed for commissioning of the services. The SERVICE PROVIDER shall supply all the tools, test instruments and other accessories to the testing party of the ITPO for conducting the tests.

7.2 The Service Provider shall provide the service within 6 weeks from the date of signing of the agreement or by March 31, 2006. Date of commercial launch will be the date on which full commercial services are provided to the subscribers.

7.3 The list of performance tests will be furnished by the SERVICE PROVIDER one week prior to the date of commissioning to the ITPO.

7.4 In case the ITPO chooses to conduct performance test, delay caused due to rectification of deficiencies, if any, in the commissioning/provision of SERVICES, will be to the account of the SERVICE PROVIDER.

7.5 The SERVICE PROVIDER indemnifies the ITPO against all actions brought against the ITPO for breach of privacy or unauthorised interruption of data transmitted by the subscribers.

8. COMPLAINT - BOOKING AND TREATMENT:

8.1 The SERVICE PROVIDER shall be responsive to the complaints lodged by his subscribers. He shall rectify the defects within the MTTR specified.

8.2 The SERVICE PROVIDER shall equip himself with adequate system to deal with the complaints from his subscribers, test the part of the equipment and external plant wherever relevant, and take necessary corrective measures to bring the faulty elements back into satisfactory operation. It shall maintain the history sheets for each installation, statistics and analysis on the overall maintenance status.

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8.3 The Service Provider shall log all complaints reported by his subscribers chronologically and with details of action taken on the same.

8.4 The Service provider shall be solely responsible for any mandatory compensation or any other claim made by subscribers or in connection to the agreement in question.

9. RIGHT TO INSPECT:

The ITPO, or its authorised representative shall have the right to inspect the internet nodes set up by the Service Provider to give service to his subscribers. The SERVICE PROVIDER will provide the necessary facilities for continuous monitoring of the same, if required by the ITPO or its authorized representative(s). The ITPO will ordinarily carry out inspection after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.

10. FORCE - MAJEURE:

If, at any time during the period of agreement, the performance in whole or in part, by either party, of any obligation under it is prevented or delayed, by reason of war or hostility, acts of the public enemy, civil commotion, sabotage, fire, flood, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the SERVICE PROVIDER), or act of GOD (each hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by either party to the other, within 21 days from the date of occurrence thereof, neither party shall, by reason of such EVENT, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided SERVICE under the agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the ITPO as to whether the SERVICE may be so resumed (and the time frame within which the SERVICE may be resumed) or not, shall be final and conclusive. However, the Force Majeure events noted above will not in any way cause extension of the period of agreement and will also not be a ground for non-payment of annual fee. In the event of delay in project for the reasons mentioned above, the service provider shall give a notice to ITPO within one month from the date of said happening.

11. EXTENSION OF AGREEMENT:

This agreement is valid initially for a period of three years unless terminated earlier. If requested by the SERVICE PROVIDER, the ITPO may grant extension at suitable terms for a period of 1 year more after expiry of the three year period at the sole discretion of ITPO. The decision of ITPO in this regard shall be final. The ITPO shall extend or refuse extension of the agreement on a request received by it. Such request for extension may be made during third year of agreement and in any case before expiry of the 3rd year from effective date of agreement. If no request for extension is received by then, the agreement shall automatically stand terminate as per due date. The agreement will ordinarily be renewed on such terms and conditions as may be determined by the ITPO.

12. TERMINATION OF THE AGREEMENT:

12.1 TERMINATION FOR DEFAULT:

The ITPO may, without prejudice to any other remedy for breach of conditions of agreement, by written notice of 30 days, issued to SERVICE PROVIDER at its registered office 30 days in advance, terminate this agreement in whole or part under any of the following circumstances:

(a) If the SERVICE PROVIDER fails to commission or deliver the SERVICE within the time period(s) specified in the agreement or in any extension thereof, if granted by the ITPO. However, this does not prevent the Service Provider from commissioning the service even after scheduled date of commissioning, provided the agreement does not already stand terminated and the Performance Tests are satisfactory.

Or

(b) If the SERVICE PROVIDER fails to perform any other obligation(s) under the agreement including remittance of timely payments of agreement fee due to the ITPO and the SERVICE PROVIDER does not rectify the failure within a notice period of 3 days or during such further period, as the ITPO may authorise in writing in this regard.

In the event of such termination of agreement, the amount equivalent to Performance Bank Guarantee (PBG) shall be recovered by encashing the PBG and money so recovered shall be forfeited. The Service Provider shall not be entitled to any damages or compensation for such termination.

12.2 TERMINATION FOR INSOLVENCY:

The ITPO may, at any time, terminate the agreement without compensation to him, if the SERVICE PROVIDER becomes bankrupt or otherwise insolvent or applies for being adjudicated as insolvent/bankrupt, provided such termination shall not prejudice or affect any right of action which has accrued or will accrue thereafter to the ITPO. The right of termination will arise on the SERVICE PROVIDER being adjudicated or applying for being adjudicated as bankrupt.

12.3 TERMINATION FOR CONVENIENCE:

The SERVICE PROVIDER shall not, in any manner whatsoever, transfer the agreement rights granted to it, to any other party without written consent of ITPO. Any violation shall be construed as a breach of agreement and the agreement shall be terminated in accordance with the provisions as contained in condition 12.1 hereinabove.

In the event of termination of the agreement, the ITPO may procure upon such terms and conditions and in such manner as deemed appropriate/fit, the required resources will make up for those not installed, not delivered or not brought into commission so as to enable provision of SERVICE and the SERVICE PROVIDER shall be liable to the ITPO for any excess/extra costs for such corrective efforts. The criteria for determining the

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terms and conditions for such procurement will depend upon the market prices, prevailing at the time of procurement. The decision of the ITPO in this matter shall be final in all respects.

ITPO may terminate the agreement with a notice period of 90 days without assigning any reason thereof. Under such circumstances annual fee already paid by the Service Provider shall be adjusted pro-rata for the duration of service already provided. Any claims arising out as a result of such termination shall be adjusted against the balance of annual fee and/or performance guarantee submitted by Service Provider.

13. ARBITRATION OF DISPUTES:

In the event of any question, dispute or difference between parties arising under the agreement, or in connection therewith, except as to the matter, the decision of which is specifically provided under the agreement, the same shall be referred to the sole arbitration of the CMD, ITPO or an officer nominated by CMD, ITPO or in case its designation has changed or its office is abolished, then, in such case, to the sole arbitration of the officer for the time being entrusted, whether in addition to his duties the functions of the ITPO or by whatever designation such officer may be called (hereinafter referred to as the said officer), and if the ITPO or the said officer is unable or unwilling to act as such, to the sole arbitration, of some other person appointed by the CMD, ITPO or the said officer. The arbitration proceedings shall be in accordance with the Indian Arbitration and Conciliation Act, 1996 and rules framed thereunder or any modifications or re-enactment thereof made from time to time.

13.1 There will be no objection to any such appointment that the Arbitrator is a Government Servant, or he has to deal with the matter to which the agreement relates. The award of the arbitrator shall be final and binding on the parties. In the event of such Arbitrator, to whom the matter is originally referred, being transferred or vacating his office, or being unable to act for any reason whatsoever, in case the ITPO or the said officer was himself acting as an officer, his successor in office shall act as an Arbitrator or may appoint some other person to act as an Arbitrator. In case the retiring Arbitrator was a person appointed by the ITPO or the said officer, a new Arbitrator shall be appointed in his place by the ITPO or the said officer and the new Arbitrator shall be entitled to proceed from the stage at which it was left out by his predecessor.

13.2 The venue of arbitration proceeding shall be the office of ITPO at New Delhi or such other place as the arbitrator may decide.

14. FINANCIAL CONDITIONS:

14.1 **TARIFF:** Service provider will be free to fix its own tariff to be charged from subscriber. The tariff shall be left open to be decided by market forces. The Service Provider company shall intimate the ITPO, the tariff for the service to be charged from its subscribers and any changes thereof.

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14.2 THE COMMUNICATION RESOURCES & OTHER SUPPORT FACILITIES: SERVICE PROVIDER will have to make its own arrangement for all infrastructure involved in providing the SERVICE. However, the charges for any communication resources required for the purpose of networking and delivery of Internet Traffic to the upstream network access provider, i.e. BSNL/MTNL/VSNL/or other licensed service provider on the request of the SERVICE PROVIDER will be at the rates fixed by the BSNL/MTNL/VSNL or other licensed service provider from time to time.

14.3 The SERVICE PROVIDER shall be bound by the terms and conditions of its ISP licence granted as well as by such regulations and instructions as are issued by the Telecom Authority and/or its successors from time to time.

15. PERFORMANCE BANK GUARANTEE (PBG):

A performance bank guarantee of <amount in figures> (amount in words) for Service Area, valid for 1 year and 3 months from any Scheduled Bank in the prescribed form (Schedule 'D') shall be submitted along with the application for each service area. The service provider will be liable to extend the validity of Performance Bank Guarantee two months prior to its date of expiry on its own without demand from the ITPO for a further period of one year on year to year basis. On any failure to do so which failures shall amount to the breach of this agreement, the performance bank guarantee will be encashed without giving any notice. This is without prejudice to any other action that may be taken under the terms and conditions of the agreement.

ITPO, without prejudice to its rights to any other remedies, is free to encash the Performance Bank Guarantee in part or in full, in case of any breach of terms and conditions of the agreement by the SERVICE PROVIDER including non-payment of fee etc.

Breach or non-fulfilment of agreement conditions may come to the notice of the ITPO through complaints or as part of regular monitoring. Wherever considered necessary, ITPO will conduct an inquiry to determine whether there has been any breach of the terms and conditions of the agreement. The SERVICE PROVIDER will be given an opportunity of hearing before any action adverse to his interest is taken.

The ITPO shall decide in each case the penalty to be levied for any breach of the terms and conditions of the License. If the penalty is not discharged or complied with, the ITPO has the right to encash, in part or in full, the Performance Bank Guarantees.

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COMPLIANCE STATEMENT

This company, hereby, agrees to fully comply with all General, Technical, Commercial and Financial terms and conditions of the RFP, Guidelines and General Information on providing Internet Services and amendments/clarifications issued by the ITPO, without any deviation and reservations.

The company, hereby, agrees and undertakes to fully comply with all terms and conditions stipulated in this agreement without any deviation and reservation.

Signature of the authorised signatory of the operating company <SERVICE PROVIDER>

For and on behalf of <SERVICE PROVIDER>
(Name of the Company)