

GOVERNMENT OF KARNATAKA



TUMAKURU SMART CITY LIMITED
MAHALAKSHMI ARCADE, S.S. PURAM MAIN ROAD, COFFEE BOARD COLONY
TUMAKURU – 572102; TELEPHONE: 0816-2278190

REQUEST FOR PROPOSAL FOR

SELECTION OF AGENCY FOR SUPPLY, INSTALLATION, COMMISSIONING,
OPERATION AND MAINTENANCE OF MODEL TUMAKURU SMART CITY LOUNGE AT
AMANIKERE

RFP No. TSCL/RFP/CR/14-1/2017-18
OCTOBER 2017

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1. BID DATA SHEET

| S. No. | Particular | Details |
|--------|---------------------------------------------------|-------------------------|
| 1. | Start date of issuance / sale of RFP document | 07/10/2017 |
| 2. | Last date for Submission of Queries | 16/10/2017 |
| 3. | Pre-Bid Conference | 24/10/2017 – 1100 hours |
| 4. | Last date and time for Submission of Proposals | 08/11/2017 – 1500 hours |
| 5. | Date and time for opening of Technical Proposals | 09/11/2017 – 1600 hours |
| 6. | Date of Technical Presentation | To be intimated |
| 7. | Date and time for opening of Commercial Proposals | To be intimated |

Venue for Pre-Bid Meeting:

Tumakuru Smart City Limited (TSCL)
Mahalakshmi Arcade, S.S. Puram Main Road,
Coffee Board Colony, Tumakuru– 572102

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2. FACT SHEET

| Clause Reference | Topic |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mode of Selection | The method of selection is: Least Cost Selection (LCS / L1) |
| Earnest Money Deposit (Section 4.4.3) | <p>a) A non-refundable Tender processing fee as determined by the e-Procurement platform shall be payable, electronically, by the Proposers at the time of submitting Proposals.</p> <p>b) The Proposers (Bidders) shall pay Security Deposit of Rs. 2,00,000/- towards Earnest Money Deposit.</p> |
| Scope of the Tender (Section 5) | Supply, Installation, Commissioning, Operation and Maintenance of “Model Tumakuru Smart City Lounge” at Amanikere |
| Pre-Bid Meeting (Section 4.3) | <p>A pre-Bid meeting will be held as indicated in the Bid Data Sheet, at</p> <p>O/o Tumakuru Smart City Limited Mahalakshmi Arcade, S.S. Puram Main Road, Coffee Board Colony, Tumakuru– 572102</p> <p>Clarifications may be requested till 1 day before the pre-bid meeting date</p> |
| Language of the Proposal (Section 4.5.2) | Proposals should be submitted in English Only |
| Payment Terms and Schedule (Section 5.8) | Taxes: As Applicable |
| Venue Deadline and Submission of Proposal (Section 1) | Proposals, in its complete form in all respects as specified in the RFP, must be submitted <u>ON LINE IN e-PROCUREMENT PORTAL</u> |

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3. Background Information

3.1. Basic Information

- a) Purchaser invites responses (“Tenders”) to this Request for Proposals (“RFP”) from Implementation Agencies for the provision of services as described in Section 5.0 of this RFP, “Scope of Work” (Supply, Installation, Commissioning, Operation and Maintenance of “Model Tumakuru Smart City Lounge”). Purchaser is the Tumakuru Smart City Limited (TSCL) for this Government procurement competition (“the Purchaser”).
- b) Any contract that may result from this RFP Process will be issued for a term of (“the Term”) which would include the supply, warranty and maintenance support.
- c) The Purchaser reserves the right to extend the warranty and maintenance support term for a period or periods of up to with a maximum of such extension or extensions on the same terms and conditions, subject to the obligations at law.
- d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

3.2. Project Background

- a) Tumakuru City, the district headquarters of the Tumakuru District, is located 70 km northwest of Bangalore spread over an area of 48.60 sq.km. Tumakuru with a total population of 3,05,821 as per the 2011 census is majorly an agricultural based economy but also derives its economic base from industries in and around it. Tumakuru has been selected as one of the Smart Cities under the Smart Cities Mission of the Government of India the second round of the competitive selection process by the Ministry of Urban Development.
- b) An SPV, the Tumakuru Smart City Limited has been constituted to carry out the implementation of the Smart City plan.
- c) Tumakuru Smart City Limited (TSCL) envisages to enhance the accessibility, convenience and ease for the citizens of Tumakuru towards digital content for public reading as well as towards fundamental banking services, and municipal and other G2C and B2C services, and accordingly the TSCL now invites proposals for Supply, Installation, Commissioning, Operation and Maintenance of “Model Tumakuru Smart City Lounge”.
- d) The Model Tumakuru Smart Lounge shall be an independent module-based, stand-alone structure with low cost construction and good aesthetics. The Smart Lounge shall have a built-up area of approx. 130 square meters.
- e) The Smart Lounge shall house the following components:
 - Digital Reading Zone
 - Digital Public Service Kiosk
 - ATM
 - Café with pantry
 - Toilets, and
 - Medical Clinic (Optional)

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4. Instructions to the Bidders

4.1. General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the SI support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2. Compliant Tenders / Completeness of Response

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

4.3. Pre-Bid Meeting & Clarifications

4.3.1. Bidders Queries

- a) Purchaser shall hold a pre-bid meeting with the prospective Bidders on the date and time mentioned in the Bid Data Sheet at O/o Tumakuru Smart City Limited, Mahalakshmi Arcade, S.S. Puram Main Road, Coffee Board Colony, Tumakuru– 572102
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to smartcitytumakuru@gmail.com by email on or before the date and time mentioned in the Bid Data Sheet
- c) The queries should necessarily be submitted in the following format:

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| Sl. No | RFP Document Reference(s) (Section & Page Number(s)) | Content of RFP requiring Clarification(s) | Points of Clarification |
|--------|------------------------------------------------------|-------------------------------------------|-------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

- d) Purchaser shall not be responsible for ensuring that the Bidders’ queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

4.3.2. Responses to Pre-Bid Queries and Issue of Corrigendum

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

4.4. Key Requirements of the Bid

4.4.1. Right to Terminate the Process

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

4.4.2. Bid Processing Fees

- a) Each Bidder shall pay bid processing fee through any of the for e-Payment options only:
- Credit Card
 - Direct Debit
 - NET Banking
 - National Electronic Funds Transfer (NEFT)
 - Over the Counter (OTC) – designated ICICI Bank branches located across the country

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- b) Please note that payments submitted through cheque or demand draft shall not be accepted. Further details regarding e-Payment; please refer to e-Procurement website – www.eproc.karnataka.gov.in

4.4.3. Earnest Money Deposit (EMD)

- a) The Proposers (Bidders) shall pay Security Deposit as mentioned in the Bid Data Sheet towards Earnest Money Deposit.
- b) The EMD of the Successful bidder will be taken to TSCL account and the same is not refundable, till the conclusion of the assignment.
- c) EMD of Unsuccessful Proposers will be returned back to their Bank account automatically through online EMD Refund System of E-Governance Department, Government of Karnataka.
- d) If Transaction processing fee and EMD are not submitted properly, bids will be automatically rejected by the E-procurement portal.
- e) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- f) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- g) The EMD may be forfeited:
- If a Bidder withdraws its bid during the period of bid validity.
 - In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP.

4.4.4. Submission of Responses

- a) The original bid shall be prepared and submitted in e-Procurement platform. The Bidder shall digitally sign and submit the proposal electronically through the unified e-Procurement platform: www.eproc.karnataka.gov.in
- b) The completed bid must be submitted electronically in the e-Procurement platform on or before the due date for bid submission specified in the e-Procurement platform
- c) The fees quoted in Commercial Proposal should be inclusive of all Taxes, GST and Out of pocket expenses. Further no additional out of pocket expenses shall be payable. Tax will be deducted at source as per the provisions of Income – Tax Act, prevailing at the time of payment.
- d) Bidders are requested to note the Scope of Work and details of assignment before proposing the fee. Fee proposed shall not be increased under any circumstances.
- e) The fee should be quoted in Indian National Rupee only.
- f) Bidders may please note that for Technical qualification all the eligibility criteria and Document in support should be submitted to the satisfaction of the TSCL.
- g) The supporting documents, wherever required, evidencing the fulfilment of criteria prescribed for evaluation of Technical Proposal shall have to be enclosed.
- h) The Tumakuru Smart City Limited will not be responsible for technical glitches in the desktop and internet connectivity services used by the Bidder

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4.4.5. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

4.5. Preparation and Submission of Proposal

4.5.1. Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.5.2. Language

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.5.3. Venue & Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted ON LINE IN e-PROCUREMENT PORTAL as per the deadline / last date indicated in this RFP

4.5.4. Late Bids

- a) The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- b) The Bidders shall submit the bids only through e-Procurement Portal.
- c) The Bidder shall not have access to the tender after date and time expiry in the e-Procurement Portal

4.5.5. Evaluation process

- a. Purchaser will constitute a Proposal Evaluation Committee to evaluate the responses of the Bidders
- b. The Proposal Evaluation Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

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- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

4.5.6. Tender Opening

The Proposals submitted up to the date and time mentioned in the Bid Data Sheet will be opened at the date and time, also mentioned in the Bid Data Sheet by or any other officer authorized by Purchaser, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the Tendering firms to identify their bonafides for attending the opening of the proposal

4.5.7. Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of submission of Tender.

4.5.8. Tender Evaluation

- Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive. If Proposals;
 - Are not submitted in as specified in the RFP document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP • With lesser validity period
- All responsive Bids will be considered for further processing as below.

TSCL will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

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4.6. Criteria for Evaluation

4.6.1. Pre-Qualification (PQ) / Eligibility Criteria

| # | Criteria Description | Supporting Documents |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Bidder (and all consortium members, if applicable) should be a registered company incorporated in India under Companies Act 2013 and in existence for at least past 3 financial years (FY 2016-17, 2015-16 and 2014-15) having its office in the state of Karnataka | <ul style="list-style-type: none"> • Certificate of Incorporation/ Registration Certificate & List of Offices in Karnataka • Copy of the PAN Card |
| 2 | Bidder/Consortium member should hold valid rights from the publishers or competent authority to supply digital eBooks and multimedia content and should be authorized to supply content in English and Kannada languages. | Certificates from publishers |
| 3 | Bidder / Lead Bidder (in a consortium) should have achieved in at least any two financial years a minimum financial turnover of a value of Rs. 2 crores in the last 5 years. | Certificate from Statutory Auditor / Certified Audited Financial Statements for the respective years. |
| 4 | Bidder / Lead Bidder (in a consortium) shall have positive net worth as on date of submission of the bid. | Net Worth Certificate from Chartered Accountant. |
| 5 | Bidder must have successfully completed at least one number of Smart Lounge or projects of similar nature with e-learning facility or public service delivery centre which has been successfully functioning for the last 1 year from the date of submission of proposals. | Work Done Certificate from the Competent Authority (Govt./Semi Govt./Educational institutions) |
| 6 | Bidder should be registered under GST | GST Registration Certificate |
| 7 | A self-certified letter by the authorized signatory of the Bidder that the Bidder has not been blacklisted/debarred by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices or under such debarment (as of the date for submission of proposals) must be submitted on original letter head of the Bidder with signature and stamp. | A Self Certified letter by an authorized signatory |

In case of Consortium, the bidders shall comply to the following conditions:

1. The maximum number of members in the Consortium shall be restricted to 2 (two) including the Lead Member.
2. In case of a bidding Consortium, a bidder who is a part of one Consortium shall not be part of any other Consortium.
3. The Lead Member shall fulfill the financial criteria as mentioned above.

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4.6.2. Technical Qualification Criteria

The Bidder's technical solution proposed in the Technical Evaluation bid shall be evaluated as per the evaluation criteria in the following table.

| # | Evaluation Criteria | Total Marks |
|--------------------------------|-------------------------------------------------------------|-------------|
| 1 | Specific Experience of the Bidder related to the Assignment | 40 |
| 2 | Bidder's Profile | 20 |
| 3 | Approach & Methodology | 20 |
| 4 | Presentation | 20 |
| Overall Technical Score | | 100 |

Important: Qualification criteria for technical evaluation and progression to commercial evaluation stage:

- Minimum 70% (70 marks) of the overall technical score total.

N.B. – Authority (or a nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

The following sections explain how the Bidders shall be evaluated on each of the evaluation criteria.

Detailed Technical Bid Criteria & Evaluation

| # | Criteria Category | Evaluation Criterion Details | Max Marks Allotted | Supporting Documents Required |
|----------|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------|
| A | Specific Experience of the Bidder related to the Assignment | | 40 | |
| 1 | Experience in Application Development for Public Service Delivery | Relevant experience in 'customer/citizen facing' application development in last 5 years with value of project greater than Rs.25 lakhs <ul style="list-style-type: none"> • 1st project – 7 marks • Every additional project (max 2) – 4 marks each • Project with project cost (excluding software license) > Rs.50 lakhs – 5 marks | 20 | Detailed Credentials with Copies of Work Order, Agreement, Completion Certificate from Client |
| | Experience in Setting up and Operation of Digital Libraries / Reading Zones | Relevant experience in operation & maintenance of digital libraries / reading zones, etc. in last 5 years <ul style="list-style-type: none"> • For 1st project – 10 marks • Every additional project (max 2) – 5 marks each | 20 | Detailed Credentials with Copies of Work Order, Agreement, Completion Certificate from Client |

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| # | Criteria Category | Evaluation Criterion Details | Max Marks Allotted | Supporting Documents Required |
|----------|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------|
| B | Bidder’s Profile | | 20 | |
| 1 | Financial Capability | Average Annual Turnover from the last three financial years (FY 2016-17, 2015-16, & 2014-15) >2 – 10 Cr: 3 marks >10 – 15 Cr: 5 marks >15 – 20 Cr: 8 marks >20 Cr: 10 marks | 10 | Certificate from Statutory Auditor or Certified Audited Financial Statements. |
| 2 | Presence in Karnataka | No. of offices in Karnataka • Only 1 Office: 2 marks • Every additional office (max 3) – 1 marks each | 5 | List of Offices in Karnataka, self-certified by Authorized Signatory |
| 3 | Certification | • ISO 9001 certified: 3 mark • CMMI Level 3: 4 marks • Both ISO 9001 and CMMI Level 3: 5 marks | 5 | Copies of Certificates |
| C | Approach & Methodology | | 20 | |
| 1 | Solution | Proposed solution design for the Digital Reading Zone | 5 | A TSCL appointed panel will evaluate the Approach & Methodology Proposals. |
| 2 | Awareness Creation | Approach for creating awareness among citizens in Tumakuru | 5 | |
| 3 | Work Plan | Proposed Work plan | 5 | |
| 4 | Innovativeness | Innovative ideas to enhance citizen experience in the Smart Lounge | 5 | |
| D | Presentation | | 20 | |
| 1 | | Technical Presentation on Sustainable Revenue Generation Plan through: a. Digital Reading Zone b. Digital Public Service Kiosk c. Vocational /Skill Training | 20 | A TSCL appointed panel will evaluate the Technical Presentations. |

4.6.3. Commercial Bid Evaluation

- a) The Price Proposal of only qualified Bidders passing the Technical Qualification Criteria specified in clause 4.6.2, shall be opened.
- b) Bidders are required to quote online as per Price Proposal format provided in Annexure 8.2
- c) The Bidder quoting the lowest bid (for the opened bids, passing the minimum 70 marks criteria of Technical Qualification Criteria) shall be considered as Lowest Bidder / Selected Bidder and considered for award after following due process. In case of two bidders quoting same price, the bidder with the higher technical score will be selected.
- d) The Authority shall determine the responsiveness of Commercial Proposal of Bidder determined to be Lowest in relation to the Market rate or Authority’s Internal Estimate or Good Industry Practice. In case the Commercial Proposal of the Selected Bidder is found

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seriously unbalanced by Authority in relation to the market rate or its internal estimate or Good Industry Practice, the Authority shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Commercial Proposal, from the Lowest and/or all Bidders to demonstrate the internal consistency of those prices. In case of the Price Proposal of the Selected Bidder, which is unrealistically lower or higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

4.7. Appointment of Agency

4.7.1. Award Criteria

Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

4.7.2. Right to Accept Any Proposal and to Reject Any or All Proposal(s)

Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals 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 Purchaser action.

4.7.3. Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, Purchaser, may like to request the Bidders to extend the validity period of the bid.

For each electronic product proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. The bidder holding L1 bid will secure the order for full procurement value.

Upon the successful Bidder's furnishing of Performance Bank Guarantee, Purchaser will notify each unsuccessful Bidder and return their EMD.

4.7.4. Performance Guarantee

The Purchaser will require the selected Bidder to provide a Performance Bank Guarantee, within 10 days from the Notification of award, for a value equivalent to 10% of the total contract cost. The Performance Guarantee should be valid for a period of 18 months from the date of agreement. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and

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when it is due on account of non-completion of the project and Warranty period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Purchaser at its discretion may cancel the order placed on the selected Bidder without giving any notice. Purchaser shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or Purchaser incurs any loss due to Vendor’s negligence in carrying out the project implementation as per the agreed terms & conditions.

4.7.5. Signing of Contract

Post submission of Performance Guarantee by the successful Bidder, Purchaser shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder between Purchaser and the successful Bidder.

4.7.6. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the Tumakuru Smart City Limited shall invoke the PBG of the most responsive Bidder.

4.8. Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- b) Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority 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 Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Hardware Supplier shall not be eligible to participate in any Tender or RFP issued by the Purchaser during a period of years from the date such Bidder or Hardware Supplier, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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- c) For the purposes of this Section, 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 action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
 - ii. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;
 - b. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection 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 Selection Process.

4.9. Conflict of Interest

The Vendor shall disclose to Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

4.10. Terms and Conditions: Post Award of Contract

4.10.1. Termination Clause

4.10.1.1. Right to Terminate the Process

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

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

4.10.1.2. Consequences of Termination

- a) In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- b) Nothing herein shall restrict the right of Purchaser to invoke the Purchaser Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available Purchaser under law or otherwise.
- c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.10.1.3. Liquidated Damages

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- a) Notwithstanding Purchaser’s right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week’s delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. For e.g. If Projector is delivered but delivery of power cord, to be supplied along with Projector, is delayed then LD would be calculated on the total cost of the Projector and not on the cost of the power cord alone.
- b) Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week’s delay in commissioning to a maximum of 10% of the value of the order value.
- c) Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- d) Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Purchaser to the Bidder. Liquidated damages will be calculated on per week basis.

4.11. Acceptance Tests

The selected Bidder in presence of the Purchaser authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the hardware, software, communication equipment etc. No additional charges shall be payable by the Purchaser for carrying out these acceptance tests

4.12. Audit by Third Party

Purchaser at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Purchaser

4.13. Penalty

- a) The Bidder shall perform its obligations under the Agreement entered into with the Purchaser, in a professional manner.
- b) In the event of failure of maintaining performance metrics specified in the SLA, penalties as defined in the SLA would be levied per payment milestone period subject to a maximum of 10% of the payment for that period.
- c) Purchaser may recover such amount of penalty from the associated payments, being released to the successful bidder.
- d) If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Purchaser has to take corrective actions to ensure functionality of its property.
 - Purchaser may impose seek to recover such amounts from the Implementation Agency, to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
 - The Purchaser shall implement all penalty clauses after giving due notice to the Bidder.
 - If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Purchaser reserves the right

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either to cancel the order or to recover a suitable amount as deemed reasonable as
Penalty / Liquidated Damage for non-performance

4.14. Dispute Resolution Mechanism

The Bidder and the Purchaser shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b) The matter will be referred for negotiation between and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this Tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings

4.15. Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

4.16. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Purchaser shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

4.17. Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders or invoke the PBG of the most responsive Bidder.

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5. Scope of Work – Tumakuru Smart City Lounge

5.1. Objective of the Assignment

The Tumakuru Smart City Limited, a Special Purpose Vehicle (SPV) (hereinafter referred to as the ‘Purchaser / Authority’) setup to implement the Tumakuru Smart City Project, desires to solicit proposals for the Supply, Installation, Commissioning, Operation and Maintenance of one “Model Tumakuru Smart Lounge” at Amanikere near the Deputy Commissioner’s Office.

The primary objective of this assignment under the Tumakuru Smart City initiative is to enhance the accessibility, convenience and ease for the citizens of Tumakuru towards digital content for public reading as well as towards use of ATM services, and municipal and other G2C and B2C services. The Model Tumakuru Smart Lounge shall be an independent module-based, stand-alone structure with low cost construction and good aesthetics. The Smart Lounge shall have a built-up area of approx. 130 square meters. The Smart Lounge shall house the following components:

- I. Digital Reading Zone
- II. Digital Public Service Kiosk
- III. ATM
- IV. Café with pantry
- V. Toilets, and
- VI. Medical Clinic (Optional)

TSCL now invites eligible Bidders to Supply, Deliver, Installation, Commissioning of the Model Tumakuru Smart City Lounge including Operation and Maintenance for 1 year from the date of commissioning. Details of the scope of work is provided below.

5.2. Objectives of Tumakuru Smart City Lounge

- Enable an infrastructure setup towards digital literacy amongst the citizens of Tumakuru Smart City
- Offer digital learning and reading materials
- Create a highly conducive environment for students to study for their aspirations
- Provide one stop shop for learning, knowledge enhancement, citizen services and a hub for smart digital interactions

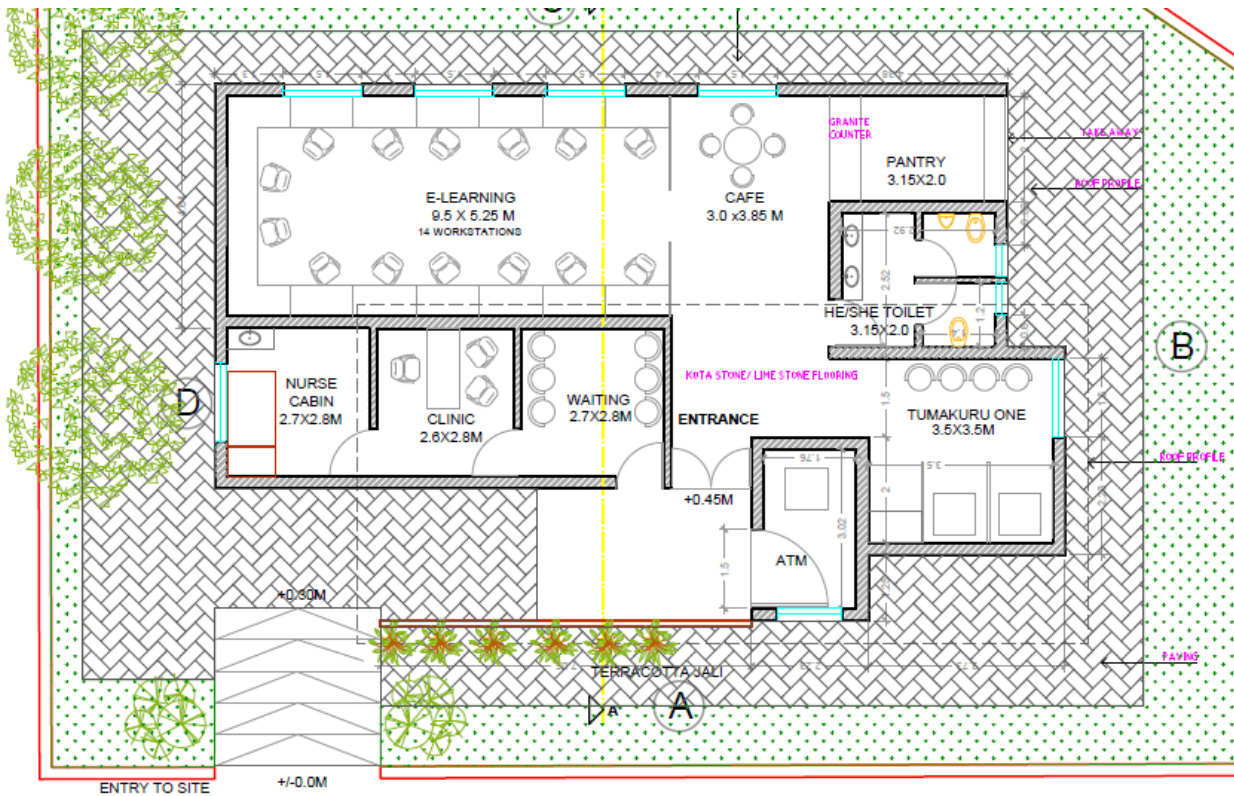
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5.3. Schematic Designs & Floor Plan (Indicative)

Indicative Schematic diagram for the Model Tumakuru Smart Lounge is as follows:



An indicative floor plan for the Smart Lounge is as follows:



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5.4. Services

The scope described in this RFP document is a single responsibility turnkey job of Supply, Delivery, Installation, Commissioning of the Model Tumakuru Smart City Lounge including Operation and Maintenance for 1 year from the date of Go-Live. The selected agency will be required to provide services including but not limited to the following:

- A. Supply of relevant Hardware, Software (including development/customization) and its installation, configuration, testing, commissioning, operation & maintenance at the identified location. The selected bidder shall be responsible to provide, maintain and service the complete hardware / software setup in the Lounge during the contract period. An indicative list of hardware / software is provided in Annexure 1 and the technical specifications is placed in Annexure 2. The bidder is free to suggest any upgradations / modifications / additions to the list in their Proposal.
- B. Liaison with Tumakuru City Corporation / Department of E-Governance, Government of Karnataka, Other Government Departments under Karnataka Sakala Services, Atal Jana Snehi Kendra, BESCO, etc. in order to provide G2C and B2C services under the above departments and other private/public entities to the citizens of the city. The client shall facilitate this activity.
- C. Liaison with commercial banks to set up Automated Teller Machines (ATMs) in the designated module within the lounge.
- D. Setup a cafeteria / small eatery in one of the modules independently or in liaison with local food joints / restaurants in the lounge.
- E. The selected agency shall plan and execute an awareness and communication campaign in the surrounding areas to create awareness.
- F. Liaison with a qualified medical practitioner to offer his/her services in the Medical Clinic (Optional, in case adequate space). All necessary equipment for the medical clinic has to be procured by the contracted medical practitioner himself/herself.
- G. Run a communication and awareness campaign in the city through newspaper inserts, etc. to spread awareness about the existence of the lounge among the citizens of Tumakuru.
- H. Operation and Maintenance of the Model Tumakuru Smart City Lounge for a period of 1 year from the date of commissioning of all components of the lounge including but not limited to provision for power, power backup, network connectivity (broadband, leased-line, etc., depending on requirements for digital reading room, ATM and Public Service Centre), water supply, etc.
- I. Collect hourly / daily / monthly membership fees for the Digital Reading Zone and the transaction charge for the Digital Public Service Kiosk from citizens through PoS machines as per tariff plan to be finalized by the Authority. All charges so collected from the citizens/users shall be deposited in bank account as specified by the Authority.
- J. Install and Commission CCTV Surveillance Cameras as provisioned in the Bill of Materials to secure and cover the external perimeter as well as the internal space. The internal CCTV cameras should be

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so provisioned that all the module, including Digital Reading Zone, Digital Public Service Delivery Kiosk, Café are covered for monitoring except the ATM.

The Minimum Operating Obligation of the selected bidder is provided in Annexure 6.

5.4.1. Digital Reading Zone

- The Digital Reading Zone is envisaged as a medium to encourage the citizens of Tumakuru to inculcate reading habits and facilitate accessing digital / online content to its citizens at a nominal per-day cost / membership. The per-day / membership fees shall be decided by the authority.
- The Zone can be used by the citizens of Tumakuru not only for academic learning, competitive exam preparations, personality development, capacity building, general knowledge, financial and digital literacy, language labs and so on and also digital / e-subscriptions of periodicals, journals, newspapers, books, etc. in Kannada, Urdu and English will be made available.
- The ‘Digital Reading Zone’ module will have 14nos. of 22-inch touch screens on a client-server model (or any other cost-effective but efficient model), i.e., the application should be able to be run in offline mode. The Digital Reading Zone Applications should be compatible with touch-screen based systems.
- The Content Server should have the capability to operate with/without internet allowing multiple device connectivity with browser view functionality for library/subscription management application.
- The zone will be manned by appropriate personnel to be deployed by the selected agency and shall be responsible for day-to-day operation and maintenance of the zone. The selected bidder will also maintain a log of the visitors that includes:
 - Name of Visitor
 - Age and Contact Details
 - Login Time
 - Logout Time
 - Feedback and Recommendations
- The selected bidder will be responsible for collection of browsing charges / membership fees and its proper and efficient record-keeping.
- The agency shall subscribe to adequate but relevant digital / e-subscriptions of periodicals, journals, newspapers, books, etc. in Kannada and English. The agency shall also seek periodic feedback from the users regarding their choice of subscriptions and update the subscription / digital content list accordingly. The list of newspapers to be provided in the smart lounge shall be identified in consultation with District Library office.
- Users of the digital reading zone will have the option to browse and select from the subscribed collection of digital content. The access to internet / websites shall not be allowed.
- The kiosk should provide access to the digital subscriptions over Wi-Fi inside the lounge on personal devices in case all in-house screens are occupied provided there is enough seating space and the same subscription charges are levied from such customers/members. The application / subscriptions provided should be compatible with mobile devices.
- The operating time during the day and no. of days of operation of the zone shall be decided by the agency in consultation with the client.

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- As it is proposed to implement this in Kiosk model, the recommendation is to use a “Networked Digital Library of books and reading material”.
- The selected bidder shall conduct Vocational Training / Skill Development courses for 2 hours on a working day and for 4 hours on weekends/holidays. The training modules and the calendar should be designed for generation of additional revenues. The bidders are required to submit an indicative list of courses as part of their proposals. The courses and their rates/charges should be approved by TSCL prior to their commencement.
- All revenues should be properly accounted for and deposited in TSCL bank account.
- A proper User Management methodology should be adopted for managing the membership/daily usage of the Digital Reading Zone.
- A digital membership card or equivalent arrangement is proposed to be issued to the members with a prepaid payment facility in association with a commercial bank. However, this shall not be part of the scope of the selected bidder.
- The selected bidder or visitors/citizens shall not be allowed to conduct business of his / her own in the lounge.
- No marketing / sales activity of other concerns /organizations shall be allowed inside the premises.
- The lounge will be used purely for the purpose for which it is constructed and it is the selected bidder’s responsibility to ensure this.

5.4.2. Cafeteria

- The agency shall facilitate set-up, operation and maintenance of a small cafeteria / eatery as shown above, through a rental agreement with a local business / outlet chain. The rental per month should be decided in consultation with TSCL.
- The cafeteria shall be operated during the entire period of operation of the Digital Reading Zone and the Digital Public Service Kiosk centre during the day.
- The personnel manning the kiosks / cafeteria shall ensure that the eatables are not taken inside the other modules – ATM, Digital Reading Zone, Digital Public Service Kiosk, and the Medical Clinic. The manpower for operating the cafeteria shall be provided by the tenant and not by the selected bidder.
- The quality of articles of food & beverage and provisions shall be of good standard and should be purchased from approved vendors. The client’s authorized representatives will have authority to inspect such articles of food and provisions and will have full powers to order discontinuance of use of such articles of food and provision, which are found to be of unsatisfactory standard and on grounds of hygiene.
- There shall be no cooking inside the module. All articles of food / beverages should be pre-prepared and only brought to the kiosks for sale. However, smokeless cooking (microwave, coffee brewers, grills, tea vending machines) can be allowed.
- Intoxicants / drugs will not be allowed to be sold from the premises.
- The vendor shall make provisions for take-away of food items for outside customers.

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- The agency will provide the required space / arrangement for display / stock keeping / equipment for re-heating and minimal furniture in the cafeteria.
- The agency personnel manning the entire kiosk will be responsible for removal of garbage and keep the assigned premises clean in total compliance with special health and hygiene rules and regulations.
- The list of food items / beverages shall be clearly indicated along with their MRPs.
- There should be provision for free drinking water

5.4.3. ATM

- The selected agency shall approach commercial banks for setting up of their ATMs in the designated spaces in the kiosks.
- The agency shall also provision for necessary infrastructure, apart from the space, for setting up the ATM as per the instructions / requirements of the bank (if necessary).
- The rent for the ATM space shall be negotiated with the bank in consultation with the client. The entire rental amount shall be deposited with TSCL every month during the currency of the contract.

5.4.4. Digital Public Service Kiosk

- The Digital Public Service Centre is envisaged to be a self-service and automated unit wherein the citizens can enquire and transact / apply for various feasible G2C and B2C services which are being offered as part of various existing platforms such as Tumakuru Municipal Corporation, Department of e-Governance, Govt. of Karnataka, Sakala Services, Janahitha, Atalji Jana Snehi Kendra, BESCO, College/Schools in Tumakuru etc. on 2 nos. of 32 inch. touchscreen LEDs to be placed inside the module.
- The selected agency shall design, develop, install, commission, operate and maintain a web service/application, that must have Kannada and English interface, for integration with all existing applications, as listed above. The application shall be hosted locally through dedicated server provisioned for the purpose. The selected bidder shall ensure proper and commensurate protection and security for the server and the application. A public IP shall be provisioned for the hosting server.
- The selected agency shall approach and liaison with the various stakeholders involved in order to establish a Public Service Centre for delivery of G2C and B2C services to the citizens of the city.
- The Kiosk will have facilities for printing of documents / certificates and also for scanning of required documents to be submitted online.
- The Kiosk will have facility for payment of bills/fees, etc. through debit/ATM/credit cards through online payment gateway and Card Swipe facility through Point of Sale machines integrated with the Touch Screen LED Monitors. A receipt should be generated after any payment transaction. The payment receipts should be printed on pre-printed stationery, to be provisioned by TSCL (on its own or through the selected agency in consultation with respective line departments) through a dot-matrix printer.

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- The Kiosk will have facility for payment of bills/fees, etc. through debit/ATM/credit cards through online payment gateway and card swipe facility through Point of Sale machines. A receipt should be generated after any payment transaction. The PoS machine should be an integrated system with the kiosk screen.
- For those e-Governance applications which already have an sms gateway integrated, the same facility should also be provided for applications through the kiosk.
- One operator shall be deputed to help the citizens in the application process as well as for scanning and printing of required documents.
- An indicative list of vital services to be provided in the kiosk has been detailed in Annexure 3.
- An indicative list of functional specifications is placed in Annexure 4.
- From the date of Go-Live, the services which are currently being provided by KarnatakaOne application (TumkurOne Centres) shall be made available through the kiosk. The selected bidder shall be required to enable / provide 40% of the indicative vital services to the citizens as mentioned in Annexure 3 within 4 months of Go-Live.
- Additionally, the selected bidder shall enable integration **with kiosk-compatible services** in other e-Governance applications already running in the state of Karnataka such as e-District, AJSK application, Sakala services, etc.

The IPR for all applications developed as part of the assignment shall rest with TSCL and the selected agency shall transfer the source codes/licenses etc. (if any) to TSCL upon completion of the contract period.

The Internet Payment Gateway as well as other payment aggregators like UPI, Wallets, etc. shall be provisioned by the bank which is engaged with TSCL as its preferred banking partner. It would be the responsibility of the bank to provision for appropriate credit of usage / membership / printing / service charges etc. levied from citizens through payment gateway / PoS machines, etc. into the bank account of TSCL.

A 3rd-Party post-dispatch inspection shall be carried out through an empanelled vendor by TSCL for all hardware supplied under this contract.

The utility charges (electricity, water, internet), as per consumption, shall be paid by TSCL in actual on submission of bills by the selected agency. However, payment for internet charges shall be borne by the selected agency. The internet connection bandwidth shall be upgraded if and when required by the agency without any additional cost to TSCL.

5.5. Timelines

The broad timelines for implementation of the scope of work is as follows:

| Sl. No. | Activity / Component | Timelines (T₀ = Issuance of Lol) |
|----------------|-------------------------------|--------------------------------------------------------|
| 1 | Signing of Contract Agreement | T ₀ + 10 days = T ₁ |

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| | | |
|---|-----------------------------------------------------------------------|--------------------------|
| 2 | Supply of hardware, software & fixtures (LAN cabling, etc.) | $T_1 + 4$ weeks |
| 3 | Installation & Commissioning of all hardware components of the Lounge | $T_1 + 6$ weeks |
| 4 | User Acceptance Test for software applications | $T_1 + 14$ weeks |
| 5 | Go-Live | $T_1 + 16$ weeks = T_2 |
| 6 | Operation & Maintenance | $T_2 + 12$ months |

5.6. Deliverables

The following deliverables are expected from the selected bidder:

| Sl. No. | Deliverable | Timelines (T_1 = Signing of Agreement) |
|---------|------------------------------------------------------------------------------------|----------------------------------------------|
| 1 | Finalized FRS and SRS Reports for Web Application for Digital Public Service Kiosk | $T_1 + 2$ weeks |
| 2 | Delivery/Completion Report of all hardware components & fixtures | $T_1 + 7$ weeks |
| 3 | Commissioning Report for all components | $T_1 + 8$ weeks |
| 4 | UAT Test Report | $T_1 + 15$ weeks |
| 5 | Go-Live Report | $T_1 + 16$ weeks |
| 6 | Monthly Reports for Operation & Maintenance Phase | Every month after Go-Live for 12 months |

5.7. Right to alter Quantities

The bill of quantity mentioned in the scope of work of this RFP are only indicative. The Purchaser reserves the right to alter the number of hardware equipment’s specified in the Tender in the event of changes in plans of the Purchaser. Any decision of Purchaser in this regard shall be final, conclusive and binding on the Bidder. The Purchaser reserves the right to place order for additional hardware equipment’s at the agreed priced during the contract period with the same terms and conditions.

5.8. Payment Procedure and Terms

5.8.1. Paying Authority

The payments as per the Payment Schedule covered herein above shall be paid by this office, Tumakuru Smart City Limited. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running and service report. Also the Bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third part liabilities.

5.8.2. Payment Schedules

No advance payment will be made. The milestone payments schedule is provided below:

| S. No. | Payment Percentage | Payment Milestone |
|--------|-----------------------------------------------------------|-------------------------------------------------------------------|
| 1 | 50% of the total project cost along with applicable taxes | After successful Go-Live of the project as per the scope of work. |
| 2 | 10% of the total project cost | Successful provisioning of 40% of vital services as per |

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| S. No. | Payment Percentage | Payment Milestone |
|--------|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | along with applicable taxes | Annexure 2 |
| 3 | 10% of the total project cost along with applicable taxes | Achievement of at least 3000 nos. of successful transactions per month through the Digital Public Service Kiosk for a consecutive period of at least 3 months. |
| 4 | 5% of the total project cost along with applicable taxes | Achievement of a minimum total membership of 500 within 3 months from Go-Live and a growth of 10% month-on-month for at least next 3 consecutive months. |
| 5 | 5% of total project cost along with applicable taxes | On achievement of at least an enrollment of 100 candidates for the vocation /skill training |
| 6 | 20% of total project cost along with applicable taxes | To be paid in equal quarterly instalments for a period of 12 months from the date of Go-Live. However, 20% of each quarterly amount will be released subject to fulfilment of the following conditions: <ul style="list-style-type: none"> a. Digital Library: Achievement of 10% monthly membership growth on 500 base membership b. Kiosk: Achievement of 10% monthly transactional growth on 3000 base monthly transactions |

The applicable taxes would be paid at the prevalent rates

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5.9. Implementation and Operational SLAs

5.9.1. Implementation SLAs

| Sl. No | Milestone | Deliverables | Actual Timeline | Basis of measurement | Violation of Service Level Agreement | Deductions / Penalty |
|--------|----------------------------------------------------|----------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 1 | Submission of PBG | Performance Bank Guarantee for 10% of total contract value (excluding Taxes) | T ₀ + 10 Days | Submission of Performance Bank Guarantee | More than 10 Days | Termination of the LOI / Work Order issued |
| 2 | Completion of Procurement, Supply and Installation | Delivery and Installation Completion of all hardware components as per technical specifications | T ₁ + 7 Weeks | 3 rd Party Post-Dispatch Inspection & Acceptance Test by empanelled vendor to be engaged by TSCL | Submission after T ₁ + 7 weeks and there after | 1 % of the Go-Live milestone payment for every week of delay up to a maximum penalty of 20 % of the total milestone payment |
| 3 | Go-Live of all component as per timelines | Go-Live / Installation & Commissioning of all hardware and software components | T ₁ + 16 Weeks | Completion of User Acceptance Test & sign-off by TSCL | Submission after T ₀ + 16 Weeks and there after | 2 % of the Go-Live milestone payment for every week of delay up to a maximum penalty of 20 % of the total milestone payment |

5.9.2. Operational SLAs

- a. **Preventive maintenance:** The selected bidder shall ensure a preventive maintenance once in 3 months for the entire hardware infrastructure supplied under the project. Failure to perform the preventive maintenance will attract a penalty of 50% of the total payments during O&M phase. Preventive Maintenance reports shall be submitted to TSCL, in a format which is duly approved by TSCL after Go-Live.
- b. **Operations SLA:** All breakdown calls are to be resolved as per the details given below

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| Location | Resolution time |
|--------------------------------------------------------|-------------------------------------------------------|
| Model Tumakuru Smart Lounge, Amanikere, Near DC Office | within 24 hrs. from the time of compliant registered. |

It would be the responsibility of the selected agency to log issues / breakdowns related to all IT equipment supplied as part of this project under the scope of work with the respective OEMs.

If the breakdown issue cannot be resolved within the above specified time limits, a compatible System of equivalent or higher specifications has to be installed within that period.

1. The complaints shall be registered between 9.00 Hrs. to 16:00 Hrs.
2. Any complaint registered after 16:00 Hrs. will be considered as next working day
3. SLA hours will be counted during the business hours, wherever SLA is hourly based only.

The breakdown penalties are as mentioned below.

| Location | Resolution time |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| within specified time period from the time of compliant registered | No Penalty |
| Not resolved within 24 hours or standby not provided. | @ Rs.20/- per completed hour from the time of intimation till resolved or standby are provided, per item. |
| Not resolved / standby not provided. (after the first 24 hours) | @ Rs.240/- per day thereafter till resolved or standby provided. |

- a. Maximum penalty is restricted to 10% of the O&M cost.
- b. If any hardware has failure on four or more occasions in a quarter, it shall be replaced by equivalent new equipment by the selected bidder at no cost to the Purchaser within 10 days from the date of last failure. Till the replacement is provided, the original equipment has to be kept in running condition or else a standby provided and all services restored. However, penalties for breakdown as per SLAs defined in the tender will be applicable.
- c. The penalties as above will be recovered from any payment due to the Successful Bidder.

Partial/ Full damage to Hardware

- a. If the damage to the hardware is due to the power fluctuations or physical damage due to mishandling by department personnel or the damage by external factors, TSCL would bear the cost of the parts damaged but the onus of proving this will be on the Bidder. However, the Bidder will be required to provide immediate system/ solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown.
- b. In case of Partial/ Full damage or loss of the equipment due to reasons beyond the control like Theft, Fire etc., the Bidder should be in a position to supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown.
- c. In both the cases mentioned above fresh order will be placed by TSCL with the Bidder for the supply of the new hardware against the lost/ damaged equipment/ component. Monthly rental of 5% of basic Hardware cost will be payable to the Bidder for the equipment supplied as standby. If the Bidder does not provide standby equipment, the penalties for breakdown as per SLAs will be imposed.

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- d. When stand by machine breaks down, and then normal breakdown penalty as per SLA will be applicable.

Note: The penalty on account of operational SLAs will be up to 10% of the QGR amount. Beyond two instances of the cumulative value of the penalties breaching the 10% limit, the cap on penalty on account of operational SLAs will be revised to 100% of the QGR for the remaining duration of the contract.

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Annexures

Annexure 1: Indicative List of Hardware/Software & Other Items

1. Digital Reading Zone

| # | Item | Qty. |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1 | 22" Touch based LED All-in-One Desktop Computers including OS, Antivirus for 1 year and MS Office | 14 |
| 2 | Digital Content Server with OS & Antivirus | 1 |
| 3 | eBooks in Kannada, Urdu and English – Text books of State Board & CBSE, academic reference books for K-12, PU, UG and PG courses – min. 500 nos., competitive exam preparations and personality development related eBooks – min. 200 nos., Language labs & Leisure reads – min. 1000 nos., Multimedia content videos – min. 1000 nos., Assessment module for K-12 and competitive exams, Magazines/Journals on Current Affairs – min. 3 nos. each in Kannada, Urdu and English, Novels (both fiction and non-fiction), Latest Arrivals, Technology Magazines, Comics. | 1 |
| 4 | Digital Reading Zone Application | 1 |
| 5 | Wi-Fi Modem & Adapter | 1 |
| 6 | LaserJet Multi-function Colour Printer for Digital Reading Zone | 2 |
| 7 | Audio / Microphone Headset | 14 |
| 8 | Administrator Workstation | 1 |
| 9 | PoS Machine (on rental basis from bank) | 1 |

2. Café

| # | Item | Qty. per centre |
|----------|----------------------------|------------------------|
| 1 | Coffee Vending Machine | 1 |
| 2 | Refrigerator | 1 |
| 3 | Ice Cream Freezer | 1 |
| 4 | Microwave Oven & Grill | 1 |
| 5 | Newspaper & Magazine stand | 1 |
| 6 | Water Dispenser | 1 |

3. Digital Public Service Kiosk

| # | Item | Qty. per centre |
|----------|--------------------------------------------------------|------------------------|
| 1 | 32" Touch Screen Kiosk Machines with Stands and Frames | 2 |
| 2 | Internal Server | 1 |
| 3 | LaserJet MPF Colour Printer | 2 |
| 4 | Web Application for Online Services | 1 |
| 5 | Dot Matrix Printer for Printing of Receipts | 1 |
| 6 | PoS Machine (on rental basis from bank) | 2 |
| 7 | Internet Connectivity | 2 |

4. Common Hardware, Manpower & Other Items

| # | Item | Qty. per centre |
|----------|------------------------------------------------------------------------------------------------------------|------------------------|
| 1 | 6 KVA Centralized UPS with 1 hour backup (including batteries & rack) | 1 |
| 2 | CCTV Cameras & Surveillance System for the entire lounge, except ATM with Viewing Monitor and 1 TB Storage | 6 |
| 3 | Site Preparation (Electrical, Network, Earthing, as applicable) | As required |

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| # | Item | Qty. per centre |
|----|------------------------------------------------|-----------------|
| 4 | 10 KVA DG Set | 1 |
| 5 | Administrator for Digital Reading Zone | 1 |
| 6 | Administrator for Digital Public Service Kiosk | 1 |
| 7 | Security Services | As required |
| 8 | Cleaning & Housekeeping | As required |
| 9 | Consumables | As required |
| 10 | Communication & Awareness Campaign | As required |

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Annexure 2: Technical Specifications for Hardware / Software

1. 22” Touchbased LED All-in-One Desktop Computers

| Sl. No. | ITEM | SPECIFICATIONS |
|---------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Processor | Intel® 7th Generation Core™ i5 7500 |
| 2 | Motherboard | OEM Motherboard should have OEM logo embossed, no sticker |
| 3 | Chipset | Intel Q270 Chipset |
| 4 | Memory | 4GB (1x4GB) 2400Mhz Up to 2 DIMM slots; supports up to 32GB |
| 5 | Hard Disk Drive | 500GB 7200rpm Hard Disk Drive |
| 6 | Optical Drive | 8X or higher Slim DVD+/-RW drive |
| 7 | Graphics | Integrated Intel® HD Graphics 610/ 630 (Intel® 7th generation CPUs) |
| 8 | Ethernet | Integrated 10/100/1000 Mbps Ethernet controller |
| 9 | Camera | 2.0MP 1080P FHD Webcam with privacy cove |
| 10 | I/O ports | Six external USB ports: USB3.0 x 2 (side, one with PowerShare) USB3.0 x 2 (rear), USB2.0 x 2 (rear) HDMI 1.4 Out (rear) DisplayPort 1.2 (rear) Universal Audio Jack (side) Audio Line-Out (rear) RJ-45 (rear) |
| 11 | Wireless | Wireless 802.11ac + Bluetooth 4.2 card |
| 12 | Stand Options | Fixed stand or Height adjustable stand or Articulating stand |
| 13 | Power Supply | 80 PLUS internal Power Supply Unit 200W EPA Platinum |
| 14 | Expansion Slots | Two M.2 connectors (one for Wi-Fi card, one for Solid State Drive) |
| 15 | Display | 21.5” IPS Wide Viewing Angle WLED, Full HD 1920x 1080 resolution with anti-glare coating; optional projected capacitive touch screen |
| 16 | Keyboard | Wireless 104 keys Keyboard |
| 17 | Mouse | Wireless 2 Button Optical Mouse |
| 18 | Operating System | Windows 10 Professional 64 Bit. |
| 19 | Warranty | 1 year Comprehensive On-site Warranty |
| 20 | Regulatory Certifications | FCC,UL , Energy Star, ROHS, Windows, Ubuntu Linux, EPEAT for the form factor Quoted |
| | Office Suite | MS Office Suite 13 or higher |
| | Antivirus | Kaspersky / Symantec / Norton or equivalent for 1 year with Automatic Updates |

2. Digital Content Tower Server

| Sl. No. | ITEM | SPECIFICATIONS |
|---------|-----------------|-----------------------------------------------------------|
| 1 | Processor | 4 core Intel Xeon, 3 Ghz Processor or Higher |
| 2 | Motherboard | OEM MBD |
| 3 | Memory | 32GB RAM with DDR4 |
| 4 | Hard Disk Drive | 4 x 300GB SATA 2.5" HDD, RAID 5 controller with 1GB cache |

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| Sl. No. | ITEM | SPECIFICATIONS |
|---------|-------------------------------|-----------------------------------------------------------------------------------------------------------------|
| 5 | Optical Drive | 22 X SATA DVD Writer |
| 6 | Ethernet | Integrated 10/100/1000 Mbps Ethernet controller with PXE and WOL support |
| 7 | Monitor | 18.5" TFT or higher color LCD with TCO 05 or better & 1366 x 768 resolution (to be the same make of server OEM) |
| 8 | Keyboard | USB/PS/2 Black |
| 9 | Mouse | 2 Button Optical USB Mouse with scroll |
| 10 | Compliance | DMI, ACPI & RoHs, 6 or more USB ports with at least two 3.0 USB ports |
| 11 | OS | Windows Server OS |
| 12 | Warranty | 1 Year Comprehensive On-Site Warranty |
| 13 | Antivirus / Internet Security | Server compatible security with appropriate subscription / automatic updates for 1 year |

3. 6 KVA Centralized UPS

| Sl. No. | ITEM | SPECIFICATIONS |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| 1 | Capacity | 2 KVA |
| 2 | Wave Form | Pure Sine Wave |
| 3 | Backup | Minimum 1 hour |
| 4 | Input | |
| A | Input Voltage Range | 160 V AC to 300 V, AC Single Phase |
| B | Input Frequency Range | 50 Hz +/- 5% |
| 5 | Protection | |
| A | All critical source and sensitive loads should have protection from transients, Advanced Electronic Protection for device safety for rectifier and Inverter, Built-in Overload protection, from short Circuits (OVCD) | |
| 6 | Output | |
| A | Output Voltage | 220 V AC /230VAC/240 VAC+/-1% 2 phase |
| B | Frequency | 50 Hz, +/- 0.05 Hz (Free running) |
| C | Over load capacity | 125% for 10 minute, 150% for 1 min |
| D | crest factor | 3:1 max |
| E | Manual and Auto Bypass Switch | Should be provided |
| 7 | Indicators | |
| A | Battery & Load level indicator | Should be Provided |
| B | On Line | Should be Provided |
| C | On Battery | Should be Provided |
| D | Replace battery | Should be Provided |
| E | Over Load | 125% for 10 min, 150% for 1 Min |

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| Sl. No. | ITEM | SPECIFICATIONS |
|-----------|--------------------------------------------------------------|--------------------------------------------------------------------------------|
| F | Bypass | Should be Provided |
| G | Fault | Should be Provided |
| 8 | Miscellaneous | |
| A | Static Switch | Automatic Bi-directional should take care of 100% uninterrupted transfer |
| B | Overall efficiency | > 80% |
| C | Inverter efficiency | > 85% |
| 9 | Battery | |
| A | VAH | 3200 Minimum |
| B | Battery Type | Sealed Maintenance Free Batteries Tubular (Exide Power safe/ Numeric/ Amaron) |
| C | Each Battery Voltage | 12 V each. |
| D | DC Bus Ripple | < 1% (With battery connected) |
| E | Battery recharge time from fully discharge condition to 100% | < =5 Hrs. |
| G | Battery Housing | Cabinet / Battery Rack |
| H | Cable Set | Should be Provided |
| 10 | Audible Alarm | |
| A | On Battery | Should be Provided |
| B | Low Battery | Should be Provided |
| C | Over Load | Should be Provided |
| D | Fault | Should be Provided |
| E | Mains failure | Should be Provided |
| 11 | Service Policy | Service should be given immediately for achieving maximum uptime. |
| 12 | Display | LCD Display for status/ fault information |
| 13 | Isolation Transformer | In built galvanic Isolation transformer at Input |
| 14 | Test Report | Should enclose ETDC/NTH/SAMEER/NISL Test Report along with the technical bid |
| 15 | Warranty | Comprehensive onsite support during the contract period |

Note: The batteries should be replaced as and when the VAH goes down below 50% during the entire contract period and also at exit.

4. Digital Reading Zone Application

Digital Reading Zone Application that allows multi-device access to eBooks, multi-media content and assessment modules through LAN/Wi-Fi. Digital Reading Zone software application under perpetual license model that allows storage and access of Kannada, Urdu, Hindi and English eBooks and video contents with Digital Rights Management and e-Reader functionalities through the application/device. The application should be compatible with touch-screen monitors. The software application includes

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functionalities of content rendering, Digital Rights Management (DRM), user access tracker, sync with cloud applications and browser supported user interface to read the e-content. The system should have the capability to operate with or without internet allowing multiple device connectivity with browser view functionality for library application.

5. Wi-Fi Modem & Adapter

| S No. | Features | Parameter |
|-------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Hardware | <ul style="list-style-type: none"> • Minimum One WAN Interface • At least Four LAN Interface • Reset Button/ Restore factory button • LEDs: Power, Internet, Ethernet, Wireless, Phone(s), WPS • Wi-Fi Protected Setup (WPS) button • Power: external, 5V DC, 2A (full range switching power adapter) |
| 2. | Software | <ul style="list-style-type: none"> • Static and dynamic routing (Routing Information Protocol [RIP] 1, RIP 2) • Multicast pass-through • Denial-of-service (DoS) prevention • Web based configuration • Universal Plug and Play • Access control lists • Password-protected configuration or management sessions for web access • 802.1p prioritization QoS support • Wi-Fi Protected Access (WPA) and WPA2 • Dual service set identifiers (SSIDs) |
| 3. | Voice | <ul style="list-style-type: none"> • Dual-tone multi-frequency (DTMF) tone detection and generation • Remote firmware upgrade • Real Time Protocol (RTP)/Real Time Control Protocol (RTCP) over UDP • Sending SIP messages via User Datagram Protocol (UDP)/TCP • Echo cancellation • Silence suppression • Caller ID generation and detecting |
| 4. | Buttons | <ul style="list-style-type: none"> • Reset, WPS |
| 5. | Number of Antennas | <ul style="list-style-type: none"> • 1 |
| 6. | Security Features | <ul style="list-style-type: none"> • Password-protected configuration for web access • DoS prevention • URL filtering and keyword, Java, ActiveX, proxy, cookie blocking • VPN pass-through for IPsec, PPTP, and L2TP protocols • 64- and 128-bit Wired Equivalent Privacy (WEP) with pass-phrase WEP key generation • Access restriction by MAC and IP addresses |
| 7. | Power | <ul style="list-style-type: none"> • External, switching 5V DC 2A |
| 8. | Storage Humidity | <ul style="list-style-type: none"> • 5% to 90%, noncondensing |
| 9. | Operating Humidity | <ul style="list-style-type: none"> • 0% to 85%, relative humidity, noncondensing |

6. LaserJet Multi-Function Printer

| S No. | Features | Parameter |
|-------|---------------------|-------------------------------|
| 10. | Functions | Print, copy, scan |
| 11. | Print speed black | 18 ppm or higher |
| 12. | Print technology | Laser |
| 13. | Print quality black | Up to 600 x 600 dpi or higher |

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| S No. | Features | Parameter |
|-------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14. | Print languages | As per industry standards with Kannada support |
| 15. | Paper Size | A4 |
| 16. | Tray capacity | Min 100 |
| 17. | Connectivity | USB |
| 18. | Compatible operating systems | Windows 8 or higher and other Standard OS |
| 19. | Memory | Standard 64MB |
| 20. | Scanner Specification | Scanner type – Flatbed Scan file format – JPG, RAW (BMP), PDF, TIFF, PNG Scan size (flatbed), maximum 216 x 297 mm min 600X600 resolution scan. |
| 21. | Copier Specification | Copy speed (normal) Black: Up to 18 CPM Copy resolution (black text) – Up to 300 x 300 dpi Copy resolution (color text and graphics) – Up to 400 x 600 dpi |
| 22. | Power and Operating Environment | As per industry standards |
| 23. | Accessories | Accessories should be provide as per industry standards , |

7. Audio / Microphone Headset

Any standard product of superior quality to the satisfaction of the Purchaser

8. CCTV Cameras & Surveillance System with at least 1 TB storage and Viewing Monitor

| S No. | Features | Parameter |
|-------|--------------------|---------------------------------------------------------------|
| 1. | Shutter Time | 1/25(1/30)s to 1/50,000s |
| 2. | Angle Adjustment | Pan: 0°- 360°, Tilt:0°- 90°, Rotate: 0°- 360° |
| 3. | Wide Dynamic Range | 120dB |
| 4. | Synchronization | Internal |
| 5. | Video Frame Rate | 1080p@25fps/1080p@30fps |
| 6. | AGC | Support |
| 7. | D/N Mode | Color/BW/SMART |
| 8. | White Balance | ATW/MWB |
| 9. | BLC | Support |
| 10. | Functions | Wide Dynamic Range, Digital noise reduction, Mirror, SMART IR |

9. Administrator Workstation

| S No. | Features | Parameter |
|-------|---------------|--------------------------------------------------------------------------|
| 1. | CPU | Intel® Core i5-7500 (Quad Core, 3.4 GHz, 6M cache) |
| 2. | BIOS | OEM BIOS |
| 3. | Chipset | Intel C236 Chipset or higher |
| 4. | Memory | 8 GB (2 x 4GB) 2400MHz DDR4 Memory, expandable to 64 GB |
| 5. | Slots | Minimum 4 DIMM Slots |
| 6. | Hard Drive | 500GB 7200rpm Hard Drive |
| 7. | Optical Drive | Slim line 8x DVD RW |
| 8. | Ethernet | Integrated 10/100/1000 Mbps Ethernet controller with PXE and WOL support |
| 9. | Bays | Optical Bay and two internal bays |
| 10. | Slots | Minimum 1 PCIe x16 Gen3 and 1 PCIe x4 Gen3 |
| 11. | I/O ports | Minimum 6 USB 3.0 ports and 4 USB 2.0 ports ; 1 RJ-45; 1 Serial Port; |

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| S No. | Features | Parameter |
|-------|----------------------------------|-------------------------------------------------------------------------------|
| 12. | Audio Port | 1 Line in for Microphone and 1 Line out for Headphone /Speakers |
| 13. | Form Factor | Small Form Factor (Chassis volume not more than 13lts) |
| 14. | Power Supply | Min 240W PSU with minimum 89% Power Supply Efficiency |
| 15. | Monitor | 18.5” Monitor |
| 16. | Keyboard | 104 Keys USB Keyboard (same make as PC) |
| 17. | Mouse | 2 Button USB Optical Mouse (same make as PC) |
| 18. | Operating System | Windows 10 Professional 64 Bit |
| 19. | Security | TPM 1.2 Chip integrated on MB for encryption, Chassis Lock Slot/Pad lock loop |
| 20. | Management / Diagnostic Features | BIOS diagnostic tool, in-band system management |
| 21. | Recovery Software | OEM system recovery tool |
| 22. | Performance Software | OEM installed Graphics application Performance Software |
| 23. | Warranty | 1 year Comprehensive On-Site Warranty |
| 24. | Regulatory Certifications | FCC,UL , Energy Star, EPEAT GOLD |
| 25. | Office Suite | MS Office Suite 13 or higher |
| 26. | Antivirus | Kaspersky / Symantec / Norton or equivalent for 1 year with Automatic Updates |

10. Coffee Vending Machine

| S No. | Features | Parameter |
|-------|----------------------|-------------------------------------------------|
| 1. | Height | Minimum 770 mm |
| 2. | Width | At least 290 mm |
| 3. | Depth | 665 mm or above |
| 4. | Weight | Not more than 55 kg |
| 5. | Bean Hopper Capacity | At least 1 kg |
| 6. | Milk Container | At least 3L |
| 7. | Voltage | 230 V, AC Single Phase |
| 8. | Output | At least 120 Cups/ hour |
| 9. | Brand | Nestle, Café Coffee Day, Prestige or equivalent |

11. Refrigerator

Should be procured from a leading manufacturer (Godrej, Samsung, LG or equivalent) with a capacity in between 170 to 190 ltr, Frost Free & Inbuilt stabilizer facility

12. Microwave Oven

| S No. | Features | Parameter |
|-------|---------------------|-----------------------------------------------------------------------------------------------------------------|
| 1. | General Requirement | The microwave oven shall be simple in operation and with turnable. Capable in microwave cooking and defrosting. |
| 2. | Supply Voltage | 220 volts, 50Hz. single phase A.C. |
| 3. | Power Consumption | 1300 W approx. |
| 4. | Microwave Power | 700W – 850W |
| 5. | Oven Capacity | 20L – 25L |
| 6. | Microwave Frequency | 2450 MHz |
| 7. | Control | Soft/ One touch control |
| 8. | Timer | 60 Minutes – 90 Minutes |
| 9. | Exterior Dimension | Not more than 520mm(W) x 360mm(H) x 450mm(D) approx. |

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| S No. | Features | Parameter |
|-------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10. | Oven Dimensions | 330mm(W) x 220mm(H) x 330mm(D) approx. |
| 11. | Safety | The equipment shall be bonded to earth effectively in accordance with the I.E.E. Wiring Regulations. Sufficient Safety Interlocks to prevent leakage of microwave. |
| 12. | Accessories | Shall be supplied with a glass/ceramic tray. |
| 13. | Brand | Samsung, LG, Haier or equivalent |

13. Water Dispenser

| Sl. No | Parameter | Required Specification |
|-------------------------------|------------------|------------------------------------|
| General Specifications | | |
| 1. | Mode | Cold and Hot |
| 2. | Voltage | 220- 240V~\50Hz\60Hz |
| Cooling System | | |
| 3. | Tank Capacity | 2-3 liters |
| 4. | Watts | 90- 110W |
| 5. | Temperature | 4- 12°C |
| Heating System | | |
| 6. | Watts | 500W |
| 7. | Heating Capacity | 5 liters |
| 8. | Temperature | 85~95°C |
| 9. | Brand | Bluestar, Voltas, LG or equivalent |

14. 32” Touch Screen Kiosk Machines with Stands and Frames

| Sl. No | Parameters | Specifications |
|--------|-----------------------|--------------------------------------------------------------------------------------------------|
| 1. | Size | 32” wide SAW / Capacitive touchscreen or higher |
| 2. | Lifetime | 50000 hrs. and 50 million touches or higher |
| 3. | Material | > 3 mm Pure Glass |
| 4. | Light Transmission | >90% |
| 5. | Accuracy | Less than +/-1% error within the active area. |
| 6. | Form Factor | Small Form Factor CPU |
| 7. | Endurance | Scratch resistant. (must withstand more than 50,000,000 touches in one location without failure) |
| 8. | Operating Temperature | 5 to 50 Centigrade |
| 9. | Configuration | Intel i3 processor, 4GB RAM, 250GB HDD and 4USB ports |
| 10. | Operating System | Windows 10Professional original operating system with media kit |
| 11. | Enclosure | Standalone Powder Coated Paint CRCA 1.6mm MS Sheet metal. Box Model No: ET-K-006 and ET-K-014 |
| 12. | Mount | Floor Pedestal mount |
| 13. | Accessories | Integrated PoS Machine |
| 14. | Protection | IP65 Compliant |

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15. Dot Matrix Printer for Printing of Receipts

Printer with 80 columns and 9 pin having greater than 400 characters per second speed. It should be able to print 1 original and 4 carbon copies at a time and has processing speed not less than 64 KB input data buffer. It shall have bottom feed paper path. Also this printer should be able to deliver prints on multi-page forms that are minimum five layers thick. Printer connectivity shall be built-in USB and Parallel Interface options. The printer should have tear-on facility.

16. 10 KVA DG Set

| Sl. No. | Parameters | Technical Requirements |
|---------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Standards Conformance : | |
| | Engine: | BS 5514 / IS 3046 |
| | Alternator: | BS 5000 / IS 4722 |
| 2 | Specification of Engine : | |
| 2.1 | No of Cylinders | 2 |
| 2.2 | Aspiration | Natural |
| 2.3 | RPM | 1500 |
| 2.4 | Cooling | Water Cooled |
| 2.5 | Fuel | HSD |
| 2.6 | Fuel Oil consumption at 75% Loading | Should be less than 2.5 Litres / Hour (with tolerance of + 5 %) |
| 2.7 | Recommended Lubricating Oil | CH4 15W40 |
| 2.8 | Lubricating Oil consumption | 0.3% of fuel consumption |
| 3 | Specifications of Governing System | Electronic/Mechanical |
| 4 | Method of Starting | 12 V DC Electrical Starter Motor Battery Capacity - 32 AH 12 Volt |
| 5 | Battery Type & Condition | Semi-sealed Maintenance free. Preferably in Dry & Uncharged condition. A separate tray for battery to be provided inside the enclosure. |
| 6 | Mounting | AVM Pad |
| 7 | Documentation Required | O & M Manual of Diesel Engine |
| | | O & M Manual of Alternator |
| | | Spare parts catalogue of diesel engine |
| | | Spare parts catalogue of Alternator |
| | | Test Certificate of diesel engine |
| | | Test certificate of Alternator |
| | | Test Certificate of D.G. Set |

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| Sl. No. | Parameters | Technical Requirements |
|-----------|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8 | Alternator | |
| 8.1 | Rating | 10 kVA/ 8 kW |
| 8.2 | Power Factor | 0.8 lag |
| 8.3 | Rated Voltage | 415 Volt AC +/- 1.5% |
| 8.4 | RPM / Frequency | 1500 RPM / 50 Hz |
| 8.5 | Class of Insulation | H |
| 8.6 | Degree of Protection | IP-23 |
| 8.7 | Bearing | Permanent lubricating type |
| 8.8 | No. of Phases | 3 Phase |
| 9 | Coupling & Mounting Arrangement: | The Engine & alternator should be directly coupled by SAE Flange and mounted through AVM Pads on a common channel iron Heavy Duty Base Frame with pre-drilled holes. The arrangement should ensure that there is no change in alignment of DG Set and vibration of DG Set are not transmitted to the Base Frame or to the enclosure. |
| 10 | Control Panel | It should consists of the following: <ul style="list-style-type: none"> 1. Standard Engine Instrumentation 2. Control Panel that measures: <ul style="list-style-type: none"> a) Individual phase current (Amps) b) Phase voltages (V) c) Generator output frequency (Hz) d) Engine water temperature (Deg. C) e) Lube oil pressure (kpa) f) Working hours 3. MCB of suitable rating 4. Push button (Starter) 5. LED indications for main functions 6. Current transformers 7. Instrument fuses duly wired and ferruled |
| 11 | Acoustic Enclosure: | Weather Proof Acoustic Enclosure (Noise level 75db Max at 1 mtr at 75 % Loading under free field conditions). The Acoustic Enclosure should be made of 2 mm thick CRC Sheet. Should be of Modular construction with provision to easily assemble / dismantle at site. The Sheet metal components should be pre-treated with Hot Dip Seven Tank Process before powder coating. The enclosure should be powder coated (inside & outside) with special pure polyester based powder. There should be provision for filling Fuel from outside the enclosure, with locking arrangement and Fuel Theft |

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| Sl. No. | Parameters | Technical Requirements |
|---------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | protection by means of grill at inlet or suitable alternative. External Drain Plugs should be provided for draining Lube Oil & Diesel. The Doors should be gasketed with high quality EPDM Gaskets to prevent leakage of sound. The Door handles should be of Lockable type. A Special residential silencer to be provided with the enclosure to reduce exhaust noise. Temperature of enclosure should not exceed beyond 5 degrees Celsius to that of ambient. The enclosure should be provided with high enclosure temperature safety trip. There should be provision of emergency shutdown from outside the enclosure. There should be arrangement to illuminate the enclosure from inside. Enclosure should have provision for Fire Extinguisher. |
| 12 | Emission Norms: | The DG Set should be fully compliant with CPCB emission & other norms . |
| 13 | Scope of Inspection : | |
| 13.1 | Physical Inspection: | Check for all the various accessories & attachments specified in the Purchase Order/ Offer and their satisfactory working, various faults to be simulated at works to check the safety control trips in the control panel. |
| 13.2 | Load Test: | 1. Half Hour for 50% Load 2. Two Hour for rated capacity. All fuel / Lube Oil expenses will be borne by the vendor at the time of load testing at their works. |
| 14 | Fuel Consumption Test: | Check the consumption of fuel in liters per hour. Specific Fuel Consumption shall match with those specified. The total Fuel Tank Capacity also to be verified. Lube Oil Sump Capacity to be verified. All fuel Oil expenses will be borne by the vendor at the time of load testing at our works. |
| 15 | Power Cable: (in vendor scope) | Outgoing Cable from alternator up to electrical panel of customer – 1.) 4C x 10 sq. mm Copper cable – 20 meter for 10 KVA DG Set |

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Annexure 3: Indicative List of Services for Digital Public Service Kiosk

The following services are envisaged to be provided through the Digital Public Service Kiosk from the date of Go-Live of the centre:

| Government to Citizens | | | | |
|-------------------------------|---------------------------------------------------------|---------------|----------------------------------------------------------------------|---------------------------------------------------|
| Sl. No | Department | Sl. No | List of Services proposed through Kiosk – Tumakuru Smart City | Charges levied on citizens per transaction |
| 1 | BESCOM -(BANGALORE ELECTRICITY SUPPLY COMPANY) | 1 | Payment of Electricity Bills | 0 |
| | | 2 | Payment of Additional Security Deposit | 0 |
| 2 | CITY CORPORATION | 3 | Payment of Water Bills | 0 |
| | | 4 | Payment of Property Tax | 0 |
| | | 5 | Payment of UGD Tax | 0 |
| | | 6 | Downloading and printing of SAS Form(Form 2) | Rs 10 |
| 3 | PUC - (PRE UNIVERSITY COLLEGE) | 7 | Application for Photocopies | Rs 10 |
| | | 8 | Application for re-totaling of marks | Rs 10 |
| | | 9 | Application for re-valuation | Rs 10 |
| 4 | RTO - (REGIONAL TRANSPORT OFFICE) | 10 | Issue of RC Extract | Rs 8 |
| | | 11 | Issue of DL Extract | Rs 8 |
| 5 | SSLC - (SECONDARY SCHOOL LEAVING CERTIFICATE) | 12 | Application for Photocopies | Rs 5 |
| | | 13 | Application for re-totaling of marks | Rs 5 |
| | | 14 | Application for re-valuation | Rs 5 |

| Business to Citizens | | | | |
|-----------------------------|----------------------|---------------|----------------------------------------------------------------------|---------------------------------------------------|
| Sl. No | Department | Sl. No | List of Services proposed through Kiosk – Tumakuru Smart City | Charges levied on citizens per transaction |
| 1 | Airtel | 1 | Payment of Bills | 0 |
| 2 | Airtel Landline | 2 | Payment of Bills | 0 |
| 3 | Vodafone | 3 | Payment of Bills | 0 |
| 4 | Exide Life Insurance | 4 | Acceptance of Life Insurance Policy Premium Payments | 0 |
| 5 | Idea Cellular | 5 | Payment of postpaid Bills | 0 |
| 6 | MTS | 6 | Payment of postpaid bills | 0 |
| 7 | Reliance | 7 | Payment of postpaid bills | 0 |

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Indicative Vital Services

1. Documents Required for various types of applications
2. Payment for DTH / Mobile Recharge
3. Payment of Electricity / BESCO Bills, Application for New Connection, Meter Change, Billing Issue, etc.
4. Payment of Life Insurance Premiums
5. Payment of School / College Fees
6. IRCTC – Train Ticket Booking / Cancellation
7. Marriage Certificate
8. Bonafide Certificate
9. Domicile Certificate
10. Application / Payment for Building License
11. Birth/Death Certificate
12. Caste & Income Certificate
13. Residence Certificate
14. Non Creamy Layer Certificate
15. Widow Certificate

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Annexure 4: Indicative Functional Specifications for the Digital Public Service Kiosk

| | | |
|--------------------------------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| System / General Requirements | 1. | Framework should be Web-services based |
| | 2. | Framework should support Billing, Printing, Notification and Alerts |
| | 3. | The framework design is expected to handle services as mentioned and should not be limited to the mentioned services. |
| | 4. | The framework should support quick integration with existing e-Governance applications like Karnataka One, Sakala, Atalji Jana Snehi Kendra (AJSK) etc. |
| | 5. | System should be able to connect to other web based applications virtually, and not be limited to e-governance applications |
| | 6. | The System should operate on a full on-line / interactive environment with instant reflections of the missing or erroneous input |
| | 7. | The System should be able to roll back to the last data set in case of any System or communication failure (visualize last transaction) |
| | 8. | The System should be designed to have satisfactory performance even when connected on low-bandwidth (28 Kbps) |
| | 9. | Should require less time for repeated activities |
| User Requirements | 10. | Framework should support to create user profiles and personalize his preferences like aggregation of payment of bills, list of bills displayed, etc. through Mobile No. entry and generation of OTP, etc. |
| | 11. | User preferences are loaded as soon as user logs in |
| | 12. | All the functionalities should be available even when the user is not logged in or not a registered user |
| | 13. | User profile should be downloaded to the kiosk the moment the user logs in |
| | 14. | When user logs in all the pending bills should automatically be displayed based on his profile |
| | 15. | The System should be able to rollback to the data in case of any System or communication failure (visualize last transaction) |
| | 16. | The System should be designed to have satisfactory performance even when connected on low-bandwidth (28 kpbs) |
| | 17. | Confidential user data should not be saved or compromised during the process of payment |
| | 18. | User profile should be automatically deleted when the user logs out (Need further analysis) |
| | 19. | Any changes in profile by the user should automatically be updated |
| | 20. | Post user log in, User Interface should be action driven |
| | 21. | Should require less time for repeated activities |
| | 22. | If the user is idle for more than 2 minutes, the session should be closed forcefully |
| UI Requirements | 23. | <p>The system should have a user-friendly interface.</p> <ul style="list-style-type: none"> • A particular user of the system should have no difficulty in reading the text on the display. • The system is navigable through intuition. • Menu choices are presented in form of buttons, which contain text as well as |

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| | | |
|------------------------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <p>little pictures illustrating the choice for better understanding.</p> <ul style="list-style-type: none"> The layout of the homepage should be simple, clutter free and should be able to be customized by the user according to Service Types (Informational, Payments, Applications, Grievances etc.), Department-wise, etc. |
| | 24. | The interface should be intuitive (Ex: User can drop or remove selected bills to the payment window) |
| | 25. | The system should support multi-lingual capabilities – Kannada & English |
| | 26. | User should be able to print receipts / certificates or choose the option to send the same as an email. |
| | 27. | System should be user friendly with ease of navigation |
| | 28. | Application should be consistent in format and screen design Function keys should be consistent within and across applications for maintenance and screen switching |
| | 29. | Screens should be capable of reverse as well as forward navigation |
| Payment service | 30. | The system should allow the user to view bill details |
| | 31. | An internet payment gateway (to be facilitated by the Authority) shall be integrated with the web application |
| | 32. | System should allow the user to choose gateway to make online payment through Net banking, Debit/Credit Card, Pay TM, Visa, Rupay and should support popular E-wallets |
| | 33. | In case of transaction failure the user should be notified about the time required to revert the amount to his account |
| | 34. | The System should be designed in such a way that operational data is not lost in case of any failure of equipment or communication network. |
| | 35. | System should display necessary instructions and messages during the process of payment |
| | 36. | All the transactions made online should be through secure gateway connections |
| | 37. | In case of any errors during payment process, appropriate error messages should be displayed |
| Print Service | 38. | Should provide the facility to print and e-mail the receipt / application / certificate, etc. |
| Grievances | 39. | There should be a module for registration of grievances by the users/citizens |
| | 40. | The access to grievance module (button) should be prominently displayed on the homepage |
| | 41. | Citizens should be able to select the department for which a particular grievance is directed |
| | 42. | The grievance module should have email IDs of all important government/public officials of departments/institutions pre-registered. |
| | 43. | Upon submission, grievance should automatically be sent to the registered email ID of the concerned official. |
| Email service | 44. | System should be able to send all bills in pdf format to user specified email address |
| | 45. | The grievances should be automatically sent to the respective officials through email. |

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| | | |
|----------------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Upgrade | 46. | Upgrades of the solution (fixing of defects or adding new enhancements or releasing new versions) should have zero/minimal impact to the installed System and should not affect the current version adversely |
| System Requirements | 47. | The framework should work in open environment providing flexibility of Hardware and Operating system |
| | 48. | List of error code information and messages must be present |
| Reports & Logs | 49. | The systems should be able to count the number of users using the facility and send the report to an authorized email ID on a daily basis |
| | 50. | The System should be able to display various reports based on Kiosk ID's (These may be saved department wise) |
| | 51. | a. Department / Agency wise payments made till date and admin should be able to select from date to till date |
| | 52. | b. Successful Transactions for each department – daily and monthly reports |
| | 53. | c. Failed transactions for each department with failure reasons – daily and monthly reports |
| | 54. | d. Total number of transactions successful and failed – daily & monthly basis |
| | 55. | System must provide the ability to generate user-defined / ad-hoc reports using a report generation tool that directly accesses the business System data to develop executive level reports. Users must be able to save such queries with unique names for future use. |
| | 56. | The system should log each and every activity performed. |
| Audit | 57. | Must generate full audit trails |
| | 58. | In case of transaction screens, display appropriate message not to go back or disable the back button temporarily |
| | 59. | The System must be capable of presenting service usage in a tabular and graphical form for easy understanding and analytical purposes |
| Non-Functional | 60. | The test or button should be readily visible to the user |
| | 61. | UI should be intuitive |
| | 62. | Menu choices should be in the form of buttons which will have Text as well as images (icons) |
| | 63. | Menu choices are displayed in English and Kannada |
| Documentation | 64. | The System must be fully documented to reflect the latest software revisions and provides future update information. Functionalities tweaked / created by the SI will have to be updated in the user manual or in the Help pages or both |

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Annexure 5: Indicative Types of Publications / Journals / Magazines / Competitive Books / etc.

| Types | Sub-Types | English Min. Nos. | Kannada Min. Nos. |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------|------------------------------|
| Competitive Exam Preparations – Standard Text Books + Model Question Paper Bank + Previous Years Questions Bank | • UPSC & KPSC | 5 | 3 |
| | • JEE (Main) | 5 | |
| | • JEE (Advanced) | | |
| | • NEET-UG, NEET-PG | 5 | 1 |
| | • National Defence Academy (N.D.A.) Exam | 5 | |
| | • State Selection for Different Cadres | 5 | 4 |
| | • Combined Defence Services (C.D.S.) Exam | 5 | 1 |
| | • Graduate Aptitude Test Engineering | 5 | |
| | • Common Admission Test | 5 | 5 |
| | • Bank Probationary Officers Test | 5 | |
| | • Others | 5 | 5 |
| Magazines/Journals | • Current Affairs | 10 | 4 |
| | • Sports | 5 | 2 |
| | • Politics | 5 | 5 |
| | • Culture | 2 | 2 |
| | • Women Magazines | 5 | 5 |
| | • Food & Cuisine | 2 | 2 |
| | • Education | 2 | 3 |
| | • Tourism | 2 | 3 |
| | • Others | 5 | 5 |
| Novels - Fiction | • Suspense | 2 | 3 |
| | • Thriller | 2 | 4 |
| | • Detective | 2 | 3 |
| | • Tragedy, Melodrama | 2 | 2 |
| | • Urban | 2 | 1 |
| | • Romance | 2 | 5 |
| | • Humour | 2 | 5 |
| | • Fantasy, Science Fiction | 2 | |
| | • Historical Fiction | 2 | 5 |
| | • Others | 2 | 3 |
| Novels – Non Fiction | • Biographies | 5 | 4 |
| | • Autobiographies | 5 | 5 |
| | • Memoirs | 5 | 5 |
| | • Academic | 5 | 5 |
| | • Guides / Manuals / Handbooks / Technical books | 5 | 5 |
| | • Journalism | 2 | 1 |
| | • Travelogue / Travel Literature | 2 | 5 |
| | • Cooking & Recipes | 5 | 5 |
| • Family, Personal & Social Issues | 2 | 5 | |

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| | | | |
|---------------------------|-------------------------------------|---|----|
| | • Others | 2 | 5 |
| Children’s Books | • Comics | 5 | 10 |
| | • Academic Learning | 2 | 2 |
| | • Children’s Adventure | 5 | 4 |
| | • Literature & Fiction for Children | 5 | 5 |
| | • Traditional Stories | 5 | 2 |
| | • Illustrated Books | 5 | 2 |
| | • Children’s Interactive & Activity | 5 | 2 |
| | • Crafts & Hobbies | 5 | 5 |
| Others - Miscellaneous | • Religion | 5 | 4 |
| | • Sports | 5 | 2 |
| | • Science, Nature & Technology | 5 | 5 |
| | • Painting, Arts & Music | 5 | 5 |
| | • Encyclopedias | 5 | 1 |
| | • Year Books | 5 | 1 |
| | • Language Learning | 5 | 2 |
| | • Economics & Finance | 5 | 5 |
| | • Automotive | 5 | 1 |
| | • Information Technology | 2 | 1 |

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Annexure 6: Indicative Minimum Operating Obligations (subject to approval by the Authority)

| Sl. No. | Type | Minimum Obligation |
|---------|-------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 1 | Operating Hours (normal business days) | Minimum 10 hours per day from 9:00 AM |
| 2 | Operating Hours (Sundays and Declared Holidays) | Minimum 5 hours per day from 11:00 AM |
| 3 | Access Preference for Digital Reading Zone | Students and Senior Citizens |
| 4 | Minimum manpower | 1 for Digital Reading Zone, 1 for Café and 1 for Digital Public Service Kiosk |
| 5 | Security Services | Minimum of 2 Security Guards on an 8-hour shift basis |
| 6 | CCTV Camera Monitoring | All CCTV Cameras should be connected to a central viewing console to be kept with the Administrator |
| 7 | Internet Connectivity | Minimum of 2 broadband internet connections |

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Annexure 7: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

1. Form 1: Compliance Sheet for Pre-Qualification Proposal
2. Form 2: Particulars of the Bidders
3. Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

Forms to be used in Technical Proposal

1. Form 4: Letter of Proposal
2. Form 5: Compliance Sheet for ‘Hardware, Software and Other Equipment’ Form
3. Form 6: Compliance Sheet for Technical Evaluation Criteria
4. Form 7: Bidder’s Experience
5. Form 8: Approach & Methodology

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Annexure 7.1 - Form 1: Compliance Sheet for Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-Qualification Proposal (The pre-qualification proposal should comprise of the following basic requirements.

The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

| Sl. No | Basic Requirement | Required | Compliance | Reference & Page Number |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|------------|-------------------------|
| 1. | Document Fee | As per e-Procurement Portal | Yes / No | NA |
| 2. | Power of Attorney | Copy of Power of Attorney in the name of the Authorized signatory | Yes / No | |
| 3. | Particulars of the Bidders | As per Form 2 | Yes / No | |
| 4. | Earnest Money Deposit | As per e-Procurement Portal | Yes / No | |
| 5. | Bidder (and all consortium members, if applicable) should be a registered company incorporated in India and in existence for at least past 3 financial years (FY 2016-17, 2015-16 and 2014-15) having its office in the state of Karnataka | Certificate of Incorporation & List of Offices in Karnataka | Yes / No | |
| 6. | Bidder/Consortium member should hold valid rights from the publishers to supply digital eBooks and multimedia content and should be authorized to supply content in English and Kannada languages. | Certificates from publishers | Yes / No | |
| 7. | Bidder / Lead Bidder (in a consortium) should have an average annual turnover of Rs. 5 Crore from the last three financial years (FY 2016-17, 2015-16, & 2014-15) that is generated from | Certificate from Statutory Auditor | Yes / No | |

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| Sl. No | Basic Requirement | Required | Compliance | Reference & Page Number |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|------------|-------------------------|
| | Hardware supply, Application Development and their associated operation & maintenance services. | | | |
| 8. | Bidder / Lead Bidder (in a consortium) shall have positive net worth as on date of submission of the bid. | Net Worth Certificate from Chartered Accountant | Yes / No | |
| 9. | Bidder must have successfully completed at least one number of Smart Lounge or projects of similar nature with e-learning facility and/or public service delivery centre. | Completion Certificate from client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor). | Yes / No | |
| 10. | Bidder should be registered under GST | Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate | Yes / No | |
| 11. | A self-certified letter by the authorized signatory of the Bidder that the Bidder has not been blacklisted/debarred by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices (as of the date for submission of proposals) must be submitted on original letter head of the Bidder with signature and stamp. | A Self Certified letter by an authorized signatory | Yes / No | |

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Annexure 7.2 - Form 2: Particulars of the Bidder

| Sl. No | Information Sought | Details to be Furnished |
|--------|---------------------------------------------------------------------------|-------------------------|
| 1. | Name and address of the Bidding Company | |
| 2. | Incorporation status of the firm (public limited / private limited, etc.) | |
| 3. | Year of Establishment | |
| 4. | Date of registration | |
| 5. | ROC Reference No. | |
| 6. | Details of company registration | |
| 7. | Details of registration with appropriate authorities for GST | |
| 8. | Name, Address, email, Phone nos. and Mobile Number of Contact Person | |

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Annexure 7.3 - Form 3: Letter of Proposal

To:

<Location, Date>

The Managing Director & CEO
Tumakuru Smart City Limited
1st Floor, Mahalakshmi Arcade, SS Puram Road,
Tumakuru – 572102

Subject: Submission of the Technical bid for <Name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Supply, Installation, Commissioning, Operation & Maintenance Services to the Purchaser on Model Tumakuru Smart Lounge component under the Tumakuru Smart City Project against your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid 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 document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

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

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

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Annexure 7.4 - Form 4: Compliance Sheet for Hardware, Software & Other Equipment

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

| Sl. No | Specific Requirement | Proposed Hardware / Software /Equipment | Version & Year of Release & EOL expected | O&M Support (Warranty / ATS/: as per RFP) | OEM | Features mandated in RFP | Compliance to Features & Functionalities of the Model proposed (put “Y” or “N” only) |
|--------|----------------------|-----------------------------------------------------------------------------|------------------------------------------|-------------------------------------------|-----|--------------------------|--------------------------------------------------------------------------------------|
| | | Provide the Product Name or fill Custom Built, in case of a new development | | | | | |

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Annexure 7.5 - Form 5: Compliance Sheet for Technical Evaluation Criteria

| # | Criteria Category | Evaluation Criterion Details | Compliance (Y / N) | Reference & Page No. of Supporting Documents |
|----------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------------|
| A | Specific Experience of the Bidder related to the Assignment | | | |
| 1 | Experience in Application Development for Public Service Delivery | Relevant experience in ‘customer/citizen facing’ application development in last 5 years with value of project greater than Rs. 25 lakhs <ul style="list-style-type: none"> • 1st project – 10 marks • Every Additional project (max 3) – 5 marks each • Project with project cost (excluding software license) > Rs. 50 lakhs – 5 marks | | |
| | Experience in Setting up and Operation of Digital Libraries / Reading Zones | Relevant experience in operation & maintenance of digital libraries / reading zones, etc. in last 5 years <ul style="list-style-type: none"> • For 1st project – 10 marks • For 2nd project – 5 marks • Every additional project (max 2) – 5 marks each | | |
| B | Bidder’s Profile | | | |
| 1 | Financial Capability | Average Annual Turnover from the last three financial years (FY 2016-17, 2015-16, & 2014-15) <ul style="list-style-type: none"> > 5 – 10 Cr : 6 marks >10 – 15 Cr: 9 marks >15 – 20 Cr: 12 marks >20 Cr: 15 marks | | |
| 2 | Presence in Karnataka | No. of offices in Karnataka <ul style="list-style-type: none"> • Only 1 Office: 5 marks • Every additional office (max 5) – 1 marks each | | |
| 3 | Certification | <ul style="list-style-type: none"> • ISO 9001 certified: 3 mark • CMMI Level 3: 4 marks • Both ISO 9001 and CMMI Level 3: 5 marks | | |
| C | Approach & Methodology | | | |
| 1 | Solution | Proposed solution design for the Digital Reading Zone | | |
| 2 | Awareness Creation | Approach for creating awareness among citizens in Tumakuru | | |
| 3 | Work Plan | Proposed Work plan | | |
| 4 | Innovativeness | Innovative ideas to enhance citizen experience in the Smart Lounge | | |

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Annexure 7.6 - Form 6: Bidder’s Experience

LIST OF CITATIONS / EXPERIENCE

| # | DURATION | ASSIGNMENT NAME/& BRIEF DESCRIPTION OF MAIN DELIVERABLES/ OUTPUTS | NAME OF CLIENT | APPROX. CONTRACT VALUE / AMOUNT PAID TO FIRM (Rs.) | ROLE ON THE ASSIGNMENT | CITATION REF. PG. NO. |
|---|----------|-------------------------------------------------------------------|----------------|----------------------------------------------------|------------------------|-----------------------|
| | | | | | | |
| | | | | | | |

CITATION DETAILS (for each similar assignment)

| | | |
|-----------------------------------------------------------------|------------------|-----------------------------------|
| Project/Assignment Name: | | |
| Project Location & Country: | | |
| Name of Client: | | |
| Start Date: | Completion Date: | Approx. Value of Services: INR |
| Name of Associated Firms (s) if any: | | |
| Detailed Narrative Description of Project: | | |
| Detailed Description of Actual Services Provided by the bidder: | | |

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Annexure 7.7 - Form 7: Approach & Methodology

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology.

Suggested structure of your Technical Proposal:

- Technical Approach & Methodology
- Solution Design
- Awareness & Communication Plan
- Work Plan
- Innovative ideas to enhance citizen experience in the Smart Lounge

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Annexure 8: Commercial Proposal Templates

The Bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form C1: Covering Letter

Form C2: Commercial Bid Template

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Annexure 8.1:Form C1: Covering Letter

To:

<Location, Date>

The Managing Director & CEO
Tumakuru Smart City Limited
1st Floor, Mahalakshmi Arcade, SS Puram Road,
Tumakuru – 572102

Subject: Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<Title of Implementation Services>>in accordance with your Request for Proposal dated <<Date>>and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of the local taxes.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e., [Date].

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

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

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Annexure 8.2: Form C2: Commercial Bid Template

Table 1: Hardware& Civil Work

| # | Item | Manufacturer/ Supplier | Quantity (a) | Per Unit Cost (b) | Taxes per Unit (c) | Total, Rs. d=a x(b+c) |
|-----|------------------------------------------------------------------------------------------------------------|------------------------|-----------------|-------------------------|--------------------------|--------------------------|
| 1. | 22" Touch based LED All-in-One Desktop Computers including OS, Antivirus for 1 year and MS Office | | 14 | | | |
| 2. | Digital Content Server with OS & Antivirus | | 1 | | | |
| 3. | 6 KVA Centralized UPS with 1 hour backup (including batteries & rack) | | 3 | | | |
| 4. | Wi-Fi Modem & Adapter | | 1 | | | |
| 5. | LaserJet Multi-function Colour Printer for Digital Reading Zone | | 4 | | | |
| 6. | Audio / Microphone Headset | | 14 | | | |
| 7. | CCTV Cameras & Surveillance System for the entire lounge, except ATM with Viewing Monitor and 1 TB Storage | | 5 | | | |
| 8. | Administrator Workstation | | 1 | | | |
| 9. | Coffee Vending Machine | | 1 | | | |
| 10. | Refrigerator (170-190 Ltr). | | 1 | | | |
| 11. | Ice-Cream Freezer | | 1 | | | |
| 12. | Microwave Oven | | 1 | | | |
| 13. | Newspaper & | | 1 | | | |

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| # | Item | Manufacturer/ Supplier | Quantity (a) | Per Unit Cost (b) | Taxes per Unit (c) | Total, Rs. d=a x(b+c) |
|--------------------------------------------------------------------------------|--------------------------------------------------------|------------------------|--------------|-------------------|--------------------|-----------------------|
| | Magazine stand | | | | | |
| 14. | Water Dispenser | | 1 | | | |
| 15. | 32” Touch Screen Kiosk Machines with Stands and Frames | | 2 | | | |
| 16. | Internal Server | | 1 | | | |
| 17. | Site Preparation (Electrical, Network, Earthing) | | 1 (Lump sum) | | | |
| 18. | 10 KVA DG Set | | 1 | | | |
| Total Cost for Hardware & Civil Work (Amount quoted in Figures) (A) | | | | | | |
| | | | | | | |

Table 2: Software&Digital Content

| # | Item | Quantity (a) | Per Unit Cost (b) | Total Taxes (c) | Total (a x b) + c |
|-------------------------------------------------------------|-------------------------------------|--------------|-------------------|-----------------|-------------------|
| 1 | eBooks in Kannada, Urdu and English | 1 (Lump sum) | | | |
| 2 | Digital Reading Zone Application | 1 (Lump sum) | | | |
| 3 | Web Application for Online Services | 1 (Lump sum) | | | |
| Total Cost for Software (Amount quoted in words) (B) | | | | | |
| | | | | | |

Total CAPEX Cost (Hardware + Software) (A+B) in Figures _____

Total CAPEX Cost (Hardware + Software) (A+B) in Words _____

Table 3: Operating Cost

| # | Item | Quantity (a) | Total Charges (b) | Total Taxes (c) | Total (a x b) + c |
|---|--------------------------------------------------------------|--------------|-------------------|-----------------|-------------------|
| 1 | Internet Connectivity | 12 Months | | | |
| 2 | Administrator for Digital Reading Zone& Public Service Kiosk | 12 Months | | | |
| 3 | Security Services | 12 Months | | | |
| 4 | Cleaning & Housekeeping Services | 12 months | | | |

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| # | Item | Quantity (a) | Total Charges (b) | Total Taxes (c) | Total (a x b) + c |
|-----------------------------------------------------|------------------------------------|-----------------|----------------------|--------------------|----------------------|
| 5 | Consumables (Paper, Toner, etc.) | 1 (Lump sum) | | | |
| 6 | Communication & Awareness Campaign | 1 (Lump sum) | | | |
| 7 | Any Other | | | | |
| Total OPEX Cost (Amount quoted in words) (C) | | | | | |
| | | | | | |

Total Project Cost (CAPEX + OPEX) (A+B+C) in Figures _____

Total Project Cost (CAPEX + OPEX) (A+B+C) in Words _____

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Annexure 9: Template for Performance Bank Guarantee

The Managing Director & CEO
Tumakuru Smart City Limited
1st Floor, Mahalakshmi Arcade, SS Puram Road,
Tumakuru – 572102

Whereas, <<name of the supplier and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Purchaser (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value> (Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. **<Insert Value> (Rupees<Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)
Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs. <Insert Value> (Rupees <Insert Value in Words> only)**.
- II. This bank guarantee shall be valid up to <Insert Expiry Date>

It is condition of our liability for payment of the 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 the guarantee will automatically cease.

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Annexure 10: Template for Master Service Agreement

**MASTER SERVICE AGREEMENT (MSA) FOR “AGENCY FOR SUPPLY, INSTALLATION, COMMISSIONING,
OPERATION AND MAINTENANCE OF MODEL TUMAKURU SMART CITY LOUNGE”**

This agreement is made this.....Day of _____ 2017 at Tumakuru, by and between:

Tumakuru Smart City Limited (TSCL) having its office at -----
-----, Tumakuru, represented by Managing Director and Chief Executive
Officer, which expression shall include his successors, assignees and administrators (hereinafter called the
“TSCL”) **OF THE FIRST PART**

AND

....., a company incorporated under the companies Act 1956, having its registered office at
..... India (hereinafter referred to as (“**Service Provider**”))
through its authorized representative, which expression shall include its successors, permitted assignees
of **THE SECOND PART**;

WHEREAS

The TSCL invited bid for “Supply, Installation, Commissioning, Operation and Maintenance of Model
Tumakuru Smart City Lounge”. TSCL has accepted the bid submitted by the Firm and the parties have
agreed to such engagement upon and subject to the terms and conditions appearing below in this
Contract.

NOW THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATION SET OUT HEREIN,

TSCL, and the Bidder (each individually a “Party” hereto and collectively the “Parties”) have agreed to
enter into this Agreement to govern the way in which the Bidder will design, develop, implement and
manage the solution and facilities and deliver the services specified under this Agreement and the Service
Level Agreement (“SLA”) in accordance with roles and responsibilities of the Project and its nominated
agencies and the Bidder as set forth in this RFP.

1. DEFINITIONS, INTERPRETATIONS AND OTHER TERMS

1.1. Definitions

For the purpose of this Agreement, the following words and phrases shall have the meaning assigned to
them under this Clause.

- a. **“Agreement”** means this Agreement together with all Schedules and the contents and
specifications of the RFP. In the event of a conflict between this Agreement and the Schedules
and the contents and specifications of the RFP, the terms of the Agreement shall prevail.

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- b. **"Confidential Information"** means all information including Project Data (whether in written, oral { which is confirmed in writing by disclosing party within fifteen days of such oral disclosure}, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to this Agreement or to the SLA) in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the SLA);
- c. **"Control"** means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of any entity, whether through the ownership of voting securities, by agreement or otherwise;
- d. **"Deliverables"** means the products, infrastructure and services agreed to be delivered by the Service Provider in pursuance of the agreement as defined more elaborately in the RFP in relation to the Implementation Phase and the Operations and Maintenance Phase and includes all documents related to the solution, user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines and source code and all its modifications;
- e. **"Effective Date"** means the date on which this Agreement is executed.
- f. **"GoK"** means Government of Karnataka
- g. **"MD and CEO, TSCL"** shall be the person duly authorized and delegated to be the person in-charge of the present project and who shall be competent to act for and behalf of TSCL.
- h. **"PROJECT"** means the hardware provision, connectivity management, commissioning and installation, project support, training and post implementation support.
- i. **"Project Implementation"** means the Project Implementation as per the acceptance criteria prescribed in the RFP.
- j. **"Project Implementation Completion date"** means the date on which the 1-year O&M period ends which will be 1 year from the date of successful Go-Live.
- k. **"Proprietary Information"** means processes, methodologies and technical and business 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 Agreement, the SLA, or a Project Engagement Definition;
- l. **"Service Level"** means the level of service and other performance criteria which will apply to the Services as set out in any applicable Project Engagement Definition;
- m. **"Service Level Agreement (SLA)"** means this SLA for the supply, installation, implementation, testing and operation & maintenance of hardware and software, executed by and between Service Provider, in terms of the Service Level Requirements set out in this Agreement.
- n. **"Sub Contract"** means the work allotted by Service Provider to one of other Service Provider through subcontract agreement.
- o. **"Third Party Systems"** means Systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which Primary Bidder has been granted a license to use and which are used in the provision of Services;

1.2. Interpretations

- a. All appendices and other attachments to this Agreement are hereby incorporated as a part of this Agreement by this reference.
- b. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.

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- c. Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and vice versa.
- d. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this Agreement as a whole and not to any particular Article, Appendix or other sub division. The term clause refers to clauses of this Agreement. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated.
- e. The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.
- f. Any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English language meaning.
- g. This Agreement shall operate as a legally binding services agreement specifying the master terms which apply to the Parties under this Agreement and to the provision of the Services to the by the Service Provider to the Project under the duly executed SLA.

2. COMMENCEMENT & TERM

- 2.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from _____ (Effective Date).
- 2.2 This Agreement shall be in force for a period of 16 months unless terminated by the TSCL by notice in writing in accordance with the termination clauses of this Agreement.
- 2.3 The TSCL shall have the right at its discretion to renew this Agreement in writing, for a further term of _____ years on the same terms and conditions.
- 2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

3. SCOPE OF SERVICES:

- 3.1 The scope and nature of the work which the Bidder has to provide to the TSCL (the “**Services**”) is as follows:
 - a. The scope of this Agreement includes Supply, Installation, Commissioning, Operation and Maintenance of Model Tumakuru Smart City Lounge.
 - b. Tumakuru Smart City Limited (TSCL) envisages to enhance the accessibility, convenience and ease for the citizens of Tumakuru towards digital content for public reading as well as towards fundamental banking services, and municipal and other G2C and B2C services.
 - c. The detailed scope of work as elaborated in the RFP shall form an integral part of this master service agreement.

4. REPRESENTATIONS AND WARRANTIES

- 4.1 Each of the Parties represents and warrants in relation to itself to the other that:
 - a) It has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through requisite processes to do so.

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- b) The person(s) signing this agreement on behalf of the Parties have the necessary authority, power and requisite approval/(s) for execution of this Agreement and to bind the Service Provider for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- c) It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively ‘IPR’) (including appropriate limited right of use of those owned by any of its service providers, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.
- d) It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- e) The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

4.3 Additional Representation and Warranties by Service Provider.

- a) The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry and with professional standards recognized by international/national professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- b) The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the TSCL.
- c) The Service Provider shall duly intimate to the TSCL immediately, the changes, if any change in the constitution / change of ownership of the Service Provider.
- d) The services and products provided by the Service Provider to the TSCL do not violate or infringe any patent, copyright, trademarks, trade secrets or other IPR of any third party.
- e) The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the TSCL as when requested.

5. RESPONSIBILITIES OF THE TSCL

- a) Policy directions and guidance for successful execution
- b) Approve project components and designs
- c) Ensure issue resolution during implementation and post-implementation phases
- d) Release of timely payments to the Service Provider as provided in this Agreement/RFP
- e) Review progress of the Project
- f) Administrative support in setting up meetings with other project organizations and agencies
- g) Provide required space for setting up the unit

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6. RESPONSIBILITIES OF THE SERVICE PROVIDER

- a) Site preparation & supply of hardware and equipment as per the RFP/Contract
- b) Installation and Commissioning
- c) Provide post installation technical support
- d) Provide operations and maintenance for 1 year from date of Go-Live.

7. CONFIDENTIALITY

7.1 For the purpose of this Agreement, Confidential Information shall mean

- (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access,
- (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms,
- (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and
- (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

7.2 In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:

- a. Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.
- b. Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.
- c. Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the Project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.
- d. The confidentiality obligation shall not apply to such portions of the Confidential Information (other than the Customer details/ data of the TSCL) which one of the Parties can demonstrate
 - i. are or become generally available to the public other than as a result of any breach of this Agreement,
 - ii. were in its possession on a non-confidential basis prior to the date hereof or
 - iii. have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party

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- being under no obligation of confidentiality to the other Party with respect to such Confidential Information.
- e. In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.
 - f. In the event of termination or expiry of this Agreement, each Party shall either
 - i. promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or
 - ii. promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, that
 - a. no notes, memoranda, analyses, studies or other documents prepared by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that
 - b. each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.
 - g. By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.
- 7.3 The Service Provider shall not, without the TSCL’s prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the TSCL in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.
- 7.4 The Service Provider shall not, without the TSCL’s prior written consent, make use of any document or information received from the TSCL except for purposes of performing the services and obligations under this Agreement.
- 7.5 Any document received from the TSCL shall remain the property of the TSCL and shall be returned (in all copies) to the TSCL on completion of the Service Provider’s performance under the Agreement.
- 7.6 The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement. Confidentiality obligations of the Service Provider in respect of any customer data/ details of the TSCL shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.
- 7.7 Service Provider agrees to indemnify and hereby keeps the TSCL indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the TSCL may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-

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Contractors. Service Provider further agrees to make good the loss suffered by the TSCL upon first demand by the TSCL which shall be final, conclusive and binding on Service Provider.

8. RELATIONSHIP BETWEEN THE PARTIES.

- 8.1 It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the TSCL except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 8.2 Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the TSCL.
- 8.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the TSCL.
- 8.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 8.5 All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

9. SUB-CONTRACTING

- 9.1 No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this Agreement or agreed by the TSCL in writing.
- 9.2 The Service Provider agrees to obtain prior approval/consent of the TSCL of the use of subcontractors by the Service Provider for any part of the Services.
- 9.3 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the TSCL and obtain its approval. TSCL shall be provided with the requisite information in case if it desires so during such approval process.
- 9.4 In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the subcontractor and the Service Provider shall ensure that the secrecy and faith of TSCL's data / processes is maintained.
- 9.5 Notwithstanding approval of the TSCL for sub-contracting, the Service Provider shall remain liable to the TSCL for all acts/omissions of sub-contractors.
- 9.6 In respect of that part of the services where chain outsourcing and sub-contractors are permitted by the TSCL, the sub-contractor should have same level of obligations as that of the Service Provider and the Service Provider agrees to obtain suitable documents in this regard from the sub-contractor.

10. PERFORMANCE GUARANTEE & PENALTY

- 10.1 The Service Provider has to furnish a performance guarantee (the “PBG”) for an amount of Rs. _____ from a Nationalized / Scheduled Commercial bank in the format provided/ approved by the TSCL.
- 10.2 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule¹⁴ specified in this Agreement.

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- 10.3 Any unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to Termination of this Agreement or default and the provisions of 16 shall apply upon termination
- 10.4 If at any time during performance of the Contract, the Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the TSCL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider’s notice, the TSCL shall evaluate the situation and may at its discretion, after ascertaining the reasonableness of such demand, extend the Service Provider’s time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 10.5 The Service Provider shall be liable to pay penalty at the rate mentioned below in respect of any delay beyond the permitted period in providing the Services.
- a. The rate of penalty is 1% of the contract value for 1 week of delay to a maximum of 10 % of the contract value.

11. FORCE MAJEURE

- 11.1 Notwithstanding anything contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 11.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 11.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the TSCL in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the TSCL in writing, the Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 11.4 If the event of Force Majeure continues for a period more than 30 days, the TSCL shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

12. COMPLIANCE WITH LAWS.

- 12.1 Service Provider hereby agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this agreement.
- 12.2 Service Provider shall procure and maintain all necessary licenses permissions, IPR, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement.

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- 12.3 Service Provider shall be solely liable & responsible for compliance of applicable Labor Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labor, Minimum Wages, etc., and the TSCL shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the TSCL for non-compliance or any claims against the TSCL arising out of any non-compliance as above.
- 12.4 Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the TSCL. Further, the persons executing this Agreement on behalf of the Service Provider have full authority and power to execute this Agreement and bind Service Provider.

13. RIGHT TO AUDIT

- 13.1 It is agreed by and between the parties that the Service Provider shall get itself annually audited by external empaneled Auditors appointed by the TSCL or any regulatory authority, covering the risk parameters finalized by the TSCL/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the TSCL and the service provider shall submit such certification by such Auditors to the TSCL. The service provider and or his / their outsourced agents / sub – contractors (if allowed by the TSCL) shall facilitate the same. The TSCL can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the TSCL.
- 13.2 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the TSCL or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the TSCL regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.
- 13.3 Service Provider further agrees that whenever required by the TSCL, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the TSCL required for conducting the audit. The TSCL reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the TSCL.

14. FEES, TAXES DUTIES & PAYMENTS

- 14.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the TSCL.

No advance payment will be made. The milestone payments schedule is provided below:

| S. No. | Payment Percentage | Payment Milestone |
|--------|-------------------------------|-------------------------------------------------------------|
| 1 | 50% of the total project cost | After successful Go-Live of the project as per the scope of |

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| S. No. | Payment Percentage | Payment Milestone |
|--------|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | along with applicable taxes | work. |
| 2 | 10% of the total project cost along with applicable taxes | Successful provisioning of 40% of vital services as per Annexure 2 |
| 3 | 10% of the total project cost along with applicable taxes | Achievement of at least 3000 nos. of successful transactions per month through the Digital Public Service Kiosk for a consecutive period of at least 3 months. |
| 4 | 5% of the total project cost along with applicable taxes | Achievement of a minimum total membership of 500 within 3 months from Go-Live and a growth of 10% month-on-month for at least next 3 consecutive months. |
| 5 | 5% of total project cost along with applicable taxes | On achievement of at least an enrollment of 100 candidates for the vocation /skill training |
| 6 | 20% of total project cost along with applicable taxes | To be paid in equal quarterly instalments for a period of 12 months from the date of Go-Live. However, 20% of each quarterly amount will be released subject to fulfilment of the following conditions: a. Digital Library: Achievement of 10% monthly membership growth on 500 base membership b. Kiosk: Achievement of 10% monthly transactional growth on 3000 base monthly transactions |

- 14.2 Service Provider should ensure that there is no reinstatement of required licenses if any. The taxes would be paid at the prevalent rates
- 14.3 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider

15. GENERAL INDEMNITY

- 15.1 Service Provider agrees and hereby keeps the TSCL indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the TSCL may suffer or incur on account of any deficiency in Services rendered by Service Provider or any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the TSCL on first demand made by the TSCL in this regard which shall be final conclusive and binding on Service Provider.
- 15.2 Service Provider further undertakes to promptly notify the TSCL in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the TSCL will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- 15.3 The Service Provider shall be directly and vicariously liable to indemnify the TSCL in case of any misuse of data/information of the TSCL by the Service Provider, deliberate or otherwise.
- 15.4 The Service Provider shall indemnify and keep fully and effectively indemnified the TSCL against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, IPR, industrial

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design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement, subject to the following condition(s):

- a. The TSCL shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;
- b. The TSCL shall not make any admission of claims causing prejudice to the defense of the Service Provider against such claims without the Service Provider’s prior written consent;

16. TERMINATION

16.1 The TSCL may, without prejudice to any other remedy for breach of contract, written notice of not less than thirty days sent to the Service Provider, terminate the Agreement in whole or in part:

- c. if the Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the TSCL;
- d. if the Service Provider fails to perform any other obligation(s) under the Agreement;
- e. for any reasons which the TSCL, at its sole discretion consider a fit and proper ground for termination of the Agreement;
- f. on the happening of any termination event mentioned herein above in this Agreement;
- g. for convenience; or
- h. in the interest of the TSCL.

16.2 The TSCL shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

- a. If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favor of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- b. If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- c. If Service Provider, in reasonable opinion of the TSCL is unable to pay its debts or discharge its liabilities in normal course of business.
- d. If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the TSCL which affect rendering of the services by Service Provider as envisaged under this agreement.
- e. If any acts of commission or omission on the part of Service Provider or its agents, employees, subcontractors or representatives, in the reasonable opinion of the TSCL tantamount to fraud or prejudicial to the interest of the TSCL or its customers.
- f. If Service Provider is owned/ controlled wholly/ partly by any other TSCL operating in India. If any officer/ employee/ director of Service Provider or their relatives as defined in section 6 of the Companies Act, 1956 becomes a director of the TSCL.

16.3 In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the TSCL all records, documents, data and information including Confidential Information pertains to or relating to the TSCL and the Project in its possession.

16.4 In the event of termination of the Agreement for any reason, TSCL shall have the right to give suitable publicity to the same including advising the Indian TSCL’s Association.

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- 16.5 In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, the Service Provider shall render all reasonable assistance and help to the TSCL and any Service Provider engaged by the TSCL for the smooth switch over and continuity of the Services or if so required by the TSCL take all necessary steps to bring the Services to a close in a prompt and orderly manner.
- 16.6 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or expiration;
 - (b) the obligation of confidentiality; and
 - (c) any right which a Party may have under the Application Law.

17. CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.

- 17.1 The Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors or Agents of the Service Provider in rendering the Services or any part of the same under this Agreement to the TSCL.
- 17.2 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the TSCL.
- a. In the event of this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the TSCL and to any new contractor engaged by the TSCL, for the smooth switch over and continuity of the Services.
 - b. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the TSCL at its sole discretion may make alternate arrangement for getting the Services contracted with another service provider. In such case, the TSCL shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a ‘New Service Provider’ completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the TSCL, at no extra cost to the TSCL, for ensuring smooth switch over and continuity of services. If existing service provider is in breach of this obligation, they shall be liable for paying a penalty of 10% of the CAPEX Cost to the TSCL, which may be settled from the payment of invoices for the contracted period.

18. ARBITRATION

- 18.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or nonperformance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall make all endeavors to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

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- 18.2 The place of arbitration shall be at Bengaluru and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.
- 18.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction. 18.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

19. GOVERNING LAW & JURISDICTION

- 19.1 The Agreement shall be governed and construed in accordance with the Laws of Republic of India.
- 19.2 The Parties agree to submit to the exclusive jurisdiction of the appropriate court in Karnataka in connection with any dispute between the Parties under the Agreement.

20. ENTIRE AGREEMENT

- 20.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.
- 20.2 This Agreement comprises this Agreement and the following Appendices/ Addendums/ Annexure/Schedules 17 which shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein:
- a) This Contract and the Annexure attached to the Contract
 - b) Notification of Award (Letter of Intent) dated issued by the TSCL in favor of the Successful bidder
 - c) Performance Bank Guarantee Submitted by <<Successful Bidder>> dated <<Insert Date>> (the “PBG”)
 - d) The Bid and Price Schedules submitted by the Successful Bidder
 - e) Pre-bid conference minutes and additional Pre-bid minutes
 - f) Bid document with modifications, Addendums and corrigendum, if any

21. SEVERABILITY

- 21.1 If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to

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the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

22. NOTICES

- 22.1 Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by telegram or facsimile) or seven (7) clear days after posting (if sent by post).
- 22.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- 22.3 Address for communication to the Parties are as under:

- a. To the TSCL

MD and CEO,
Tumakuru Smart City Limited
Mahalakshmi Arcade, S.S. Puram Main Road,
Coffee Board Colony, Tumakuru– 572102

- b. To Service Provider

<< Insert Name of the Successful Bidder >>

23. MISCELLANEOUS

- 23.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- 23.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 23.3 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 23.4 The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- 23.5 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.
- 23.6 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 23.7 The Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the TSCL. The TSCL may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.

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- 23.8 All plans, drawings, specifications, designs, reports, Software, IPR and other documents prepared by the Service Provider in the execution of the Agreement shall become and remain the property of the TSCL, and before termination or expiration of this Agreement the Service Provider shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to the TSCL.
- 23.9 The Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the TSCL in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the TSCL.
- 23.10 The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the TSCL in this regard.
- 23.11 The Parties agree that the TSCL shall have the right, but without any obligation to monitor and assess the Services to enable the TSCL to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of the Service Provider or the employees of the Service Provider.
- 23.12 The TSCL should have right to conduct surprise checks of the Service Provider's activities in respect of the Services.
- 23.13 The Service Provider agrees that the Complaints/feedback, if any received from the customers of the TSCL in respect of the Services by Service Providers shall be recorded and TSCL shall have access to such records and Redressal of customer complaints by the Service Provider.
- 23.14 The Service Provider agrees that the TSCL shall have the right to disclose the details of this Agreement and the details of Services covered herein TSCL.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

For and behalf of Tumakuru Smart City Limited

in the presence of _____

For and on behalf of the << Successful Bidder >>

Signed: _____

In the capacity of << Name and Designation >>

In the presence of _____

Place: Tumakuru

Date:

..... END OF DOCUMENT