

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 ESTABLISHMENT OF SMART CLASSROOMS AT  
DIFFERENT GOVT. SCHOOLS / COLLEGES OF TUMAKURU

RFP No. TSCL/Project/CR/36-1/2019-2020  
May 2019

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1. BID DATA SHEET

S. No.	Particular	Details
1.	Start date of issuance / sale of RFP document	27/05/2019
2.	Last date for Submission of Queries	07/06 /2019
3.	Last date for issuance / sale of RFP Document	27/06/2019
4.	Last date and time for Proposal Submission	27/06/2019 – 1600 hours
5.	Date and time for opening of Technical Proposals	28/06/2019 – 1600 hours
6.	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 Selection of Agency shall be through two stage Least Cost System (LCS) with the 1 <sup>st</sup> Stage consisting of Pre-qualification and Technical Criteria evaluation. The minimum qualifying marks for 1st stage will be 75 marks out of 100 marks. 2 <sup>nd</sup> stage would be evaluation of Financial Bid and the Bidder with L1 Bid will be selected based on Grand Total Price (Capex Price + NPV of Opex Price) exclusive of applicable taxes.
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. 1,07,000.00/- towards Earnest Money Deposit.</p>
Scope of the Tender (Section 5.0)	Supply, Installation, Commissioning, Integration and Maintenance of Smart Classrooms in Tumakuru
Pre-Bid Meeting (Section 4.3)	<p>A pre-Bid meeting will be held on the date specified in Section 1, 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 days 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 5.6)	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) Tumakuru Smart City Limited (TSCL) (“the Purchaser”) for this Government procurement competition invites responses (“Tenders”) to this Request for Proposals (“RFP”) from OEMs, Agencies/Implementation Agencies/authorized Partners (“Bidders”) for the provision of Hardware and Software as described in Section 5 of this RFP, “Scope of Work” (“Supply, Installation and Commissioning of Digital Classrooms at different Government schools/colleges in Tumakuru”). Any contract that may result from this RFP Process will be issued for a term of (“the Term”) which would include the hardware and software supply, warranty and AMC support.
- b) 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.
- c) 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.

#### 3.1.1. Project Background

- a) Tumakuru, 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) TSCL envisages to improve the quality of education services as part of the plans to make the Smart City, accordingly the TSCL now invites Tenders for Supply, Installation and Commissioning of Digital Classrooms at different Government schools/colleges in Tumakuru. The Digital Classroom shall include supply of hardware, educational digital contents and future upgradation as per changes in syllabus prescribed by boards concerned, training to the teachers, installation and commissioning of components.
- d) Digital Classroom aims at bringing technology into the classroom. It brings an exhaustive repository of digital modules or lessons, (consisting of 2D animations, graphics, audio and video) on every subject, which the teacher could easily access and project in the classroom that illuminated and explained abstract and difficult concepts with liquid clarity. The objective of this project is to bring in Digital Classrooms to the Government Schools and College in Tumakuru.
- e) The scope shall be to establish Thirty (30) Digital Classrooms. The scope of work for the selected agency shall include supply, installation, training, comprehensive on-site support for 5 years for hardware and contents and their future upgradation as per the prescribed changes in syllabus by the concerned board (if any).

#### 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 as mentioned in 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](mailto: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:
- i. Credit Card
  - ii. Direct Debit
  - iii. NET Banking
  - iv. National Electronic Funds Transfer (NEFT)

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- v. Over the Counter (OTC) – designated ICICI Bank branches located across the country
- 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](http://www.eproc.karnataka.gov.in)

### 4.4.3. Earnest Money Deposit (EMD)

- 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.
- b) The Proposers (Bidders) shall pay Security Deposit as mentioned in the Bid Data Sheet towards Earnest Money Deposit, **through e-Procurement payment system only.**
- c) The EMD of the Successful bidder will be taken to TSCL account and the same is not refundable, till the conclusion of the assignment.
- d) 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.
- e) If Transaction processing fee and EMD are not submitted properly, bids will be automatically rejected by the E-procurement portal.
- f) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- g) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected. e. 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](http://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

#### 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

#### 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.
- 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.

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- 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.
- g. The tender documents submitted by the bidders should be serially arranged as per the forms/templates provided in the RFP, pre-qualification criteria, technical evaluation criteria, etc., and numbered.
- h. The Genuineness and Correctness of the uploaded Digital Document, Readability and accessibility of the uploaded document have to be affirmed by the bidder in the self-declaration. In case of any document not accessible or non-readable, the bid shall be rejected.

### 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

- a) 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
- b) All responsive Bids will be considered for further processing as below.

TSCCL 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

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to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

**4.6. Criteria for Evaluation**

4.6.1. Pre-Qualification (PQ) / Eligibility Criteria

#	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Bidder should be a Company registered under the Companies Act, 1956 or 2013 and operating for the last three years. Also the company should be registered with GSTN.	Certificates of incorporation - Registration Certificates & GST Registration Certificate
2	Annual Turnover	The bidder, during the last five years i.e. 2014-2015 to 2018-2019, should have achieved, in at least any two financial years, a minimum financial turnover of Rs.1.30 Crores.	1. Relevant extracts from the audited Balance Sheet and Profit & Loss; <b>AND</b> 2. Certificate from the statutory auditor
3	Technical Capability	The agency must have successfully completed at least the following number of Smart Class Rooms implementation engagement(s) in India of value specified herein:  • One project with total project value not less than Rs.32 Lakhs in last 5 years.	Work Order + Completion Certificate from the client indicating the start date, end date, brief scope of work, value of completed work & satisfactory completion.
4	Quality Certifications	a) ISO 9001	Copy of certificate
5	Local Service Centres	The Bidder should have presence and support centres in Karnataka. The Bidder should have technical manpower with experience to provide service at both locations for support under this contract.	A Self Certified letter by an authorized signatory
6	Blacklisting	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 must be submitted on original letter head of the Bidder with signature and stamp.	A Self Certified letter by an authorized signatory

4.6.2. Technical Qualification Criteria

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Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations.

The Product offered should meet all the technical and functional specifications given in the section "Scope of Work". Non-compliance to any of the technical specifications and functional specification will attract rejection of the proposal.

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	50
2	Bidder's Profile	25
3	Approach & Methodology	10
4	Presentation	15
<b>Overall Technical Score</b>		<b>100</b>

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

- Minimum 75% (75 marks) of the overall technical score total.

### Detailed Technical Bid Criteria & Evaluation

#	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required
<b>A</b>	<b>Specific Experience of the Bidder related to the Assignment</b>		<b>50</b>	
1	Experience of implementing Digital Classroom Programme in India	Relevant experience in implementation of Smart / Digital Classrooms or projects of similar nature in last 3 years with value of project greater than Rs.32 lakhs <ul style="list-style-type: none"> <li>• 1<sup>st</sup> project – 15 marks</li> <li>• Every Additional project (max 3) – 5 marks each</li> </ul>	30	1. Detailed Credentials with Copies of Work Order / or Agreement, 2. Completion Certificate from Client indicating satisfactorily completion, start date, end date, and brief scope of work
2	Total no. of smart schools successfully implemented during last one calendar year	Bidders with maximum schools will be awarded 10 marks and other bidders will be allocated marks proportionately.  E.g. Bidder with experience of 50 schools will get 10 marks and bidder with 25 schools will get $(25/50)*10=5$ marks	20	List of schools, Copies of Work Order / Agreement, work Completion Certificate from Client
<b>B</b>	<b>Bidder's Profile</b>		<b>25</b>	
1	Financial Capability	Average Annual Turnover for the last three financial years (FY 2018-19, FY 2017-2018 & FY 2016-2017) > 1.3 – 5 Cr: 9 marks	15	Certificate from Statutory Auditor or Audited Financial Statements

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#	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required
		> 5 – 10 Cr: 12 marks > 10 Cr: 15 marks		
2	Presence in Karnataka	No. of Service Centre/ offices in Karnataka <ul style="list-style-type: none"> <li>• Only 1 Office: 3 marks</li> <li>• Every additional office (max 2) – 1 marks each</li> </ul>	5	List of Offices in Karnataka, self-certified by Authorized Signatory
3	Certification	<ul style="list-style-type: none"> <li>• ISO 9001 Certified : 3 Marks</li> <li>• ISO 27001 : 2 Marks</li> </ul>	5	Copies of the valid Certificate
<b>C</b>	<b>Approach &amp; Methodology</b>		<b>10</b>	
1	Understanding of the scope of work and work plan.	A detailed note on the understanding of local context and scope, approach to meet the scope of work and the detailed work plan.	5	A TSCL appointed panel will evaluate the Approach & Methodology Proposals.
2	Training Plan	Detailed Plan on the training to be provided to the teachers.	3	
3	Innovativeness	Innovative ideas to enhance utility and sustainability of smart classrooms	2	
<b>D</b>	<b>Presentation</b>		<b>15</b>	
1		Technical Presentation on implementation of Digital Classroom.	15	A TSCL appointed panel will evaluate the 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 Appendix II
- c) The bidder that has quoted the **Lowest Total Price in NPV, which is equal to the CAPEX + NPV of OPEX FOR 5 YEARS, exclusive of all taxes as applicable**, shall be treated as L1. **For calculations, the bid price excluding all taxes and levies, up to 2 decimal places shall be used.**
- d) The CAPEX cost should not be more than 85% of the total Project Cost and the OPEX cost / AMC should be minimum of 15%. In case it has been found that the CAPEX cost is more than 85% of the total project cost, then the excess amount will be deducted from the CAPEX and will be adjusted in OPEX Cost.
- e) Since the payments to the bidder shall be made over three years, the **Net Present Value (NPV) method** will be used for evaluation of the Commercial bids, so as to bring all bidders to a common denomination for determination of lowest bidder The Net Present Value of a contract is equal to the sum of the present values of all the cash flows associated with it. The formula for calculating NPV of a Commercial bid is illustrated below

$$NPV = C + [(O1) / (1+r)] + [(O2 / (1+r)^2] + [(O3) / (1+r)^3] + [(O4) / (1+r)^4] + [(O5) / (1+r)^5]$$

Where: C = Total Capex Price, O1 = Opex Price for Year 1  
O2 = Opex Price for Year 2, O3 = Opex Price for Year 3,

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O4 = Opex Price for Year 3,                      O5 = Opex Price for Year 5  
R = Rate of Interest / Discounting Rate (Assume 10%)

- f) The bidder with the lowest NPV, as mentioned above, will be awarded the contract
- g) The bidder achieving the L1 price, as calculated above, will be invited for negotiations for awarding the contract. In case, of a tie where two or more bidders achieve the same price, the bidder with the higher technical score, will be invited for negotiations and awarding the contract. In case of a tie on the technical scores, and L1 price, the NPV will be calculated to the third place of decimal and the bidder with lesser NPV will be invited for negotiations and awarding of the contract
- h) 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 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
- i) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

### 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 bids 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.



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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 40 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 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.

### 2.5.6 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

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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.
- 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**

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**

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- 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

- 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

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- 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 Implementation Agency.
- 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 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.

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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.

## 5. Details on Scope of Work

While Purchaser recognizes that utilization of proprietary methods or protocols sometimes provides competitive advantage, Purchaser will give preference to those vendors whose products support open source or also support recognized industry standard methods and protocols. Equipment bid shall be new, current models manufactured with 100% new OEM parts. All products should be offered in current production as of the date of the award. For purpose of this contract “current production” shall mean that the equipment model is being manufactured as new equipment for the Indian market. Refurbished equipment is not acceptable.

### 5.1. Scope of Work

The Scope of work mentioned below are indicative but not exhaustive.

The Scope of work for Implementation of Smart Classrooms in different government schools / collage in Tumakuru shall include Procurement, Supply, Installation, Commissioning and Management of 30 nos. of Smart classrooms and its operation and maintenance for five years which will include training and hand holding. Broadly the scope of work (not limited to) are follows:

- a) Site Survey and Site Preparation
- b) Procurement and installation of Hardware, Software, electrical cabling and other Equipment.
- c) Deployment of content to be provided by the Department of Primary & Secondary Education.
- d) Annual Maintenance of Hardware and Software for 5 years.
- e) Training and Hand holding
- f) Handover

#### 5.1.1. Site Survey and Site Preparation

The selected bidder will be responsible for site survey and submission of a solution deployment plan before starting the site preparation work. The deployment plan should be duly approved by TSCl and School Authority.

Site Preparation activity shall include the following:

- Electrical Wiring within the classrooms, consisting of 3 plug-points per room, connected to UPS back-up
- Electrical Wiring and provision of WLAN / LAN / Ethernet Cabling, if required as per solution design.

#### 5.1.2. Procurement and installation of Hardware, Networking and other Equipment

- a) To Supply Hardware and connected accessories (as per minimum specifications given in this Tender Document, although bidder is free to provide higher configuration) and provide Textbook based Educational software, Computer Education software, Spoken English educational software, Safe use of Internet educational software, for a contract period of 3 years.
- b) The bidder shall provide the ‘structured’ cabling as per the industry standards wherever required.

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- c) The bidder would also need to provide backup power through UPS in order to meet the SLAs. In case, additional hardware or upgrade is required in order to maintain the service levels, then bidder shall procure/ upgrade the same with no additional cost to TSCL.
- d) All hardware warranty shall start only after the date of commissioning of the Smart Classroom system
- e) All services / equipment / software / hardware, adjunct or ancillary to the system defined in this RFP, but not specifically mentioned, shall be deemed to have been included in the Bidder's price proposal.

### 5.1.3. Deployment of content for Digital Classrooms

- a) To coordinate with Department of Primary & Secondary Education / Karnataka State Board / DSERT for provisioning of approved content for the classes envisaged by the school authority for the Digital Classrooms. It shall be the responsibility of the selected bidder to deploy the content to be provided by the department into the Digital Classroom device.
- b) All content updates will be done (if and when available). The whole system for Digital Classrooms is recommended to work on a standalone model, where education content is available on the local device.

### 5.1.4. Annual Maintenance of Hardware and Software

- a) The bidder will be responsible for onsite comprehensive Annual Maintenance of all the hardware and software procured and installed as part of the project for five (5) years.
- b) Resolution of any bugs & issues including bug fixing, improvements in presentation and / or functionality and others within a duration mentioned in SLAs.
- c) Provide the latest updates, patches / fixes, version upgrades relevant for the software components.
- d) Software version control and software documentation management.
- e) All licenses procured by the bidder under this project will be in the name of the respective schools/college.
- f) Any issues in the Hardware/Software will be resolved promptly as per SLA. An escalation matrix will be prepared and shared with TSCL for resolution of all issues.
- g) The selected bidder shall provide one single point of contact (SPOC) to log calls and address all technical issues related to hardware, software, content, other equipment, etc. for all the three components. Any fault in any component shall be notified by the respective schools/colleges to the SPOC only. The scope of work shall include:
  - i. Reporting & Resolution of issues / problems with the IT infrastructure with relevant OEMs.
  - ii. Reporting issues / problems with related to software and content.
  - iii. Track and follow-up each issue / complaint to resolution with respective OEMs.
  - iv. Creation of knowledge base on frequently asked questions (FAQs) to aid the users.

### 5.1.5. Training and Handholding

- a) The bidder will be required to provide training and hand holding for the all three components.
- b) To impart training to all relevant teachers in the respective schools / colleges, as decided by the respective School Authority.
- c) The training shall be conducted at the respective schools in consultation with the School Authority. The trainings shall be conducted batch-wise. A training program will be prepared



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with training manuals, Do's and Don'ts etc. The training program shall include comprehensive operation of the system.

- d) The teachers' user manual must be made available to all teachers in Kannada or English in consultation with the respective School Authority during the training period

### 5.1.6. Handover

In case, the contract is not extended on mutual agreement beyond a period of 5 years of completion of AMC, the selected agency shall handover the complete system to the school authorities at the end of the contract period in perfect working condition. During handover, the selected agency shall ensure that there are no open helpdesk issues/tickets pending for resolution

## 5.2. Bill of Material and Technical Specifications

The technical specifications mentioned hereunder are minimum in nature and as per the model of implementation suggested in the RFP. The bidders are permitted to propose hardware (standalone or integrated) with technical specifications as per their technical solution which are either equal to or higher in nature to the technical specifications mentioned in the RFP.

### 5.2.1. Bill of Material

#	List of Items	Qty.
1.	Integrated Smart Classroom Device (computing system with in-build projection system)	30 Nos.
2.	1 KVA UPS (including battery) with min. 1 hour backup	30 Nos.
3.	Trolley for Device & UPS	30 Nos.
4.	Site Preparation/ Electrical Cabling	30 Nos.
5.	Projector Screen	30 Nos.

### 5.2.2. Technical Specifications:

#### 5.2.2.1 Integrated Smart Classroom Device for Digital Classroom (30 Nos)

Component	Feature	Specification
Computer	CPU	Intel i3 Processor or equivalent or higher
	Chipset	Intel Chipset or equivalent
	Memory	At least 4 GB RAM
	Graphics	Integrated Graphics
	Storage	Minimum 1TB
Projection System	Brightness	3000 SVGA ANSI Lumens (Short Throw)
	Contrast Ratio	3000:1 or higher
	Lamp Life	4000 Hrs. (Standard Mode) 3000 Hrs. (Bright Mode)
In-built Interactivity		Image Processing Technology, should support the use of any wall (white colour) as an interactive classroom (touch based)
Digital Pen		The Digital Pen should be IR-based and should be rugged. Also, 4 sets of buds / nibs (for the Digital Pen) are to be provided for each unit.

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Component	Feature	Specification
Keyboard		USB / Wireless Keyboard
Mouse		USB/Wireless 2-button Optical Scroll mouse
DVD Player	Optical Drive	DVD-RW
In build audio system	Audio	30W Audio Speakers with Volume Control
Connectivity	Ethernet	LAN Connectivity for internet
	Wi-Fi	802.11 b/g/n
Certification		UL
Warranty		As per RFP, Section 7, Appendix II, General Instructions

5.2.2.2 UPS & battery with min. 1 Hour backup for Smart Classrooms

Sl. No.	ITEM	SPECIFICATIONS
1	Backup	Minimum 1 hour
2	Input	
A	Input Voltage Range	160 V AC to 300 V, AC Single Phase
B	Input Frequency Range	50 Hz +/- 5%
3	Output	
A	Output Voltage	220 V AC /230VAC/240 VAC+/-1% 2 phase
B	Frequency	50 Hz, +/- 0.05 Hz (Free running)
4	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
5	Over Load	125% for 10 min, 150% for 1 Min
6	Overall efficiency	> 80%
7	Inverter efficiency	> 85%
8	Battery	As per the requirement
A	Battery Type	Sealed Maintenance Free Tubular Batteries ( Exide Power safe/ Numeric/ Amaron)
B	Battery recharge time from fully discharge condition to 100%	< =5 Hrs.
C	Battery Housing	Cabinet / Battery Rack
9	Cable Set	Should be Provided
10	Audible Alarm	Should be Provided
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	As per RFP, Section 7, Appendix II, General Instructions

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16	Power Capacity	As per the requirement of the proposed device (preferably not less than 500 VA)
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5.2.2.3 Projector Screen

Sl. No	Parameter	Value
1.	Screen size	7 ft. X 5 ft. or higher of standard quality

**5.3. Deliverables & Timelines**

The Bidder should deliver the hardware and software within 30 days from the date of Agreement. The software should be delivered along with the delivery of hardware. The commissioning of the project as per the scope of work shall be completed within 30 working days from the date of delivery of the hardware.

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

Sl. No.	Activity / Component	Timelines (T <sub>0</sub> = Lol Issuance Date)
1	Signing of Contract Agreement & Submission of Performance Bank Guarantee	T <sub>0</sub> + 10 days = T <sub>1</sub>
2	Site Preparation & Supply of hardware, software & fixtures	T <sub>1</sub> + 30 days
3	Provisioning and installation of content	T <sub>1</sub> + 35 days
4	Installation & Commissioning of all hardware and software Components	T <sub>1</sub> + 40 days = T <sub>2</sub>
5	Comprehensive On-Site Annual Maintenance Support	T <sub>2</sub> + 60 months

The following deliverables are expected from the selected bidder:

Sl. No.	Deliverable	Timelines (T <sub>1</sub> = Signing of Agreement)
1	Site Survey Report and Deployment Plan	T <sub>1</sub> +7 days
2	Installation & Commissioning Report	T <sub>1</sub> + 65 days

**5.4. Right to alter Quantities**

The bill of quantity mentioned in the scope of work of this RFP are only indicative. The exact number of equipment required could only be finalized based on the actual requirement, Purchaser shall accordingly order the required number of licenses at the time of placement of Purchase Order.

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.

## 5.5. Payment Procedure and Terms

### 5.5.1. 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 from the concerned sites where the purchased equipment have been delivered. 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.

### 5.5.2. 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 CAPEX along with applicable taxes	After successful delivery of all the hardware and software provisioned under this project. Delivery sign-off form duly issued by the respective School/College authorities, needs to be submitted by the selected bidder prior to claim the payment.
2	25% of the CAPEX along with applicable taxes	After successful installation & commissioning of all components of the project as per the scope of work.
3	25% of the CAPEX along with applicable taxes	On successful completion of training for all teachers
4	90% of the OPEX along with applicable taxes	To be paid in equal quarterly instalments for a period of 60 months from the date of commissioning of all components and certified by school authorities, subject to fulfilment of SLA requirements.
5	10% of the OPEX along with applicable taxes	The last quarter payment will be made on successful handing over all the hardware in running condition to the authority.

The taxes would be paid at the prevalent rates

## 5.6. Implementation and Operational SLAs

### 5.6.1. 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	T <sub>0</sub> + 10 Days	Submission of Performance Bank Guarantee	More than 10 Days	Termination of the LOI issued

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Sl. No	Milestone	Deliverables	Actual Timeline	Basis of measurement	Violation of Service Level Agreement	Deductions / Penalty
		value (Excluding Taxes)				
2	Hardware Infrastructure supply at the implementation location	Supply of Hardware as per technical specifications	T <sub>1</sub> + 30 Days	3 <sup>rd</sup> Party Post-Dispatch Inspection & Acceptance Test by empanelled vendor to be engaged by TSCL	Completion of delivery after T <sub>0</sub> + 30 Days and there after	0.5 % of the Go-Live milestone payment for every week of delay up to a maximum penalty of 10 % of the total milestone payment
3	Commissioning	Installation & Commissioning of all hardware and Software components of all Schools / Colleges	T <sub>1</sub> +40 Days	Completion of User Acceptance Test & sign-off by school Authority and TSCL	Commissioning after T <sub>1</sub> + 60 Days and there after	0.5 (Zero Point Five) % of the commissioning milestone payment for every day of delay up to a maximum penalty of 10 % of the total milestone payment
4	Go-Live	Go-Live / Installation & Commissioning of all hardware and software components of all 8 nos. of Smart Classrooms	T <sub>1</sub> + 40 Days	Completion of User Acceptance Test & sign-off by School Authority and TSCL	Go-Live after T <sub>1</sub> + 40 Days 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
5	Training of Teachers on Smart	Completion of Training for all teachers of PU College on Smart	T <sub>2</sub> + 60 days	Sign-off by School Authority and TSCL based	Submission after T <sub>2</sub> + 60 Days and there after	1 % of the quarterly milestone payment for

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Sl. No	Milestone	Deliverables	Actual Timeline	Basis of measurement	Violation of Service Level Agreement	Deductions / Penalty
	Classroom Operations	Classroom Operations		on attendance reports, evaluation sheets and feedback forms from all teachers		every week of delay up to a maximum penalty of 10 % of the total milestone payment

5.6.2. Operational SLAs

- a) **Preventive maintenance:** The Agency shall ensure preventive maintenance once in 6 months for the entire hardware infrastructure supplied under the project. Failure to perform the preventive maintenance will attract a penalty equal to 10% of the quarterly instalment due next. The selected agency shall follow the working calendar of the Govt. PU College. Preventive Maintenance reports shall be submitted to the School Authority with a copy 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

Location	Resolution time
Govt. PU College, Tumakuru	within 8 hours from the time of complaint made at Helpdesk

It would be the responsibility of the selected agency to log issues / breakdowns related to all IT equipment supplied as part of this project at the school 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 service call made between business hours (9.00 Hrs to 16:00 Hrs).
2. Any service call made after 16:00 Hrs will be considered as next working day
3. SLA hours will be counted during the business hours, where ever SLA is hourly based only.

The breakdown penalties are as mentioned below.

Location	Resolution time
within specified time period from the time of complaint	No Penalty
Not resolved within 8 hours or standby not provided.	@ Rs. 20/- per completed hour from the time of intimation till the time the complaint is resolved or a standby is provided, per location per item.

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Not resolved / standby not provided. (after the first 24 hours )	@ Rs. 240/- per day thereafter till resolved or standby provided.
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- a. Maximum penalty is restricted to 10% of the cost of the hardware.
- b. If any hardware has hardware failure on four or more occasions in a quarter, it shall be replaced by equivalent new equipment by the agency at no cost to TSCL 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 Agency.

### 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.
- d. Service Engineers/ Representatives of Bidder shall invariably carry their identity cards with them, without which they will not be allowed to access department Systems. Service Engineers of the Bidder shall have access to the Computer Systems/ Backup Solution only after obtaining clearance from department authorized officials. No component of the System/ data/ log information will be taken out of department premises without clearance from authorized Officials of the department.
- e. 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.

## 6. Appendix I: 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: Manufacturers'/Producers' Authorization Form
4. Form 4: Declaration of Non-Blacklisting / Debarment

Forms to be used in Technical Proposal

5. Form 5: Technical Bid Checklist
6. Form 6: Letter of Proposal
7. Form 7: Compliance Sheet for 'Hardware, Software and Other Equipment' Form
8. Form 8: Compliance Sheet for Technical Evaluation Criteria
9. Form 9: Bidder's Experience
10. Form 10: Approach & Methodology
11. Form 11: Compliance to Functional Requirements
12. Form 12: Bill of Material
13. Form 13: Tax Format



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6.1. 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	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
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	Demand Draft / Bank Guarantee (Form 3)	Yes / No	
5.	Legal Entity	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate	Yes / No	
6.	Annual Turnover	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
7.	Letter of authorization	Certificate from the statutory auditor Certificate from the statutory auditor	Yes / No	
8.	Technical Capability	Work Order + Completion Certificate from the client indicating the start date, end date, brief scope of work, value of completed work & satisfactory completion.	Yes / No	
9.	Local Service Centers	A Self Certified letter by an authorized signatory	Yes / No	
10.	Certifications	ISO 9001	Yes / No	
11.	Blacklisting	Self-Certification by the authorized signatory	Yes / No	

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6.2. 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 service tax	
8.	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

**6.3. Form 3: Manufacturers'/Producers' Authorization**

Date:

To:

OEM Authorization Letter

Dear Sir:

Ref: Your RFP Ref: [\*] dated [\*] We who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at (address of factory / facility) do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

- i. Such Products as the Purchaser may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- ii. in the event of termination of production of such Products:
  - a. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - b. Following such termination, furnishing at no cost to the Purchaser, the design documents, operations manuals, standards and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name) (Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and duly authorized to bind the OEM, by way of a board resolution or power of attorney to bind the manufacturer. The Bidder in its Bid should include it

6.4. Form 4: Declaration of Non Blacklisting / Debarment

(To be provided on the Company letter head)

Place

Date

To,

The Managing Director & CEO,

Tumakuru Smart City Limited

**Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for <<Name of the Assignment>>**

Ref: RFP No. <<....>>dated<< ....>>

Dear Sir,

We confirm that our company or firm, \_\_\_\_\_ is currently not blacklisted and/or debarred in any manner whatsoever by any of the State or UT, Central Government, and/or PSU in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

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6.5. Form 5: Technical Bid Checklist

#	Checklist Item	Compliance (Y/N)	Page No & Section No in the Bid
	Technical Bid Covering Letter		
	Compliance Sheet for 'Hardware, Software and Other Equipment' Form		
	Compliance Sheet for Technical Evaluation Criteria		
	Bidder's Experience in implementing Digital Classroom Programme in India		
	Bidder's Experience in total number of Schools successfully implemented during last one year		
	Financial Capability – Annual Average Turnover for last 3 FY (i.e. FY 2018-19, FY 2017-18, FY 2016-17)		
	Total Number of Offices in Karnataka		
	Certifications – ISO 9001 and ISO 27000		
	Approach & Methodology		
	Technical Presentation		

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6.6. Form 6: Letter of Proposal

To:

<Location, Date>

**The Managing Director & CEO,**  
Tumakuru Smart City Limited,  
1<sup>st</sup> Floor, Mahalakshmi Arcade, SS Puram Main Road, Coffee Board Colony,  
Tumakuru - 572102

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

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on <Name of the Systems Implementation engagement> with 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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**6.7. Form 7: 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)

#	Specific Requirement	Proposed Hardware	Version & Year of release & EOL Expected	AMC Support (Warranty / ATS/: as required as per RFP)	OEM	Featured Mentioned 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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6.8. Form 8: Compliance Sheet for Technical Evaluation Criteria

#	Criteria Category	Evaluation Criterion Details	Compliance (Y/N)	Reference & Page Number of supporting document
<b>A</b>	<b>Specific Experience of the Bidder related to the Assignment</b>			
1	Experience of implementing Digital Classroom Programme in India	Relevant experience in implementation of Smart / Digital Classrooms or projects of similar nature in last 3 years with value of project greater than Rs.32 lakhs <ul style="list-style-type: none"> <li>• 1<sup>st</sup> project – 15 marks</li> <li>• Every Additional project (max 3) – 5 marks each</li> </ul>		
2	Total no. of smart schools successfully implemented during last one calendar year	Bidders with maximum schools will be awarded 10 marks and other bidders will be allocated marks proportionately.  E.g. Bidder with experience of 50 schools will get 10 marks and bidder with 25 schools will get $(25/50)*10=5$ marks		
<b>B</b>	<b>Bidder's Profile</b>			
1	Financial Capability	Average Annual Turnover for the last three financial years (FY 2018-19, FY 2017-2018 & FY 2016-2017) <ul style="list-style-type: none"> <li>&gt; 1.3 – 5 Cr: 5 marks</li> <li>&gt; 5 – 7 Cr: 7 marks</li> <li>&gt; 7 – 10 Cr: 10 marks</li> <li>&gt; 10 Cr: 15 marks</li> </ul>		
2	Presence in Karnataka	No. of Service Centre/ offices in Karnataka <ul style="list-style-type: none"> <li>• Only 1 Office: 3 marks</li> <li>• Every additional office (max 2) – 1 marks each</li> </ul>		
3	Certification	<ul style="list-style-type: none"> <li>• ISO 9001 Certified : 3 Marks</li> <li>• ISO 27001 : 2 Marks</li> </ul>		
<b>C</b>	<b>Approach &amp; Methodology</b>			
1	Understanding of the scope of work and work plan.	A detailed note on the understanding of local context and scope, approach to meet the scope of work and the detailed work plan.		
2	Training Plan	Detailed Plan on the training to be provided to the teachers.		
3	Innovativeness	Innovative ideas to enhance utility and sustainability of smart classrooms		
<b>D</b>	<b>Presentation</b>			
1		Technical Presentation on implementation of Digital Classroom.		



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6.9. Form 9: Bidder's Experience

*LIST OF CITATIONS / EXPERIENCE*

#	DURATION	ASSIGNMENT NAME/& BRIEF DESCRIPTION OF MAIN DELIVERABLES/ OUTPUTS	NAME OF CLIENT	CLIENT TYPE	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:		
Project Components:		
Detailed Narrative Description of Project:		
Detailed Description of Actual Services Provided by the bidder:		

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### 6.10. Form 10: 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:

- A detailed note on the understanding of local context and scope, approach to meet the scope of work and the detailed work plan.
- Solution Design and Work Plan
- Detailed plan on the training to be provided to teachers
- Innovative ideas to enhance utility and sustainability of Digital Classrooms

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**6.11. Form 11: Compliance to Technical Requirement Specifications**

*The bidder should provide compliance to the requirement specifications specified in the Section 5.8.2 of this RFP. The same should be reproduced here, and compliance against each requirement line item should be marked.*

Sl. No.	Item No. (As per Annexure 3)	Item Name	Technical Specifications Required as per RFP	Technical Specifications Proposed by <name of bidder>	Compliance (Yes / No)

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6.12. Form 12: Bill of Material

#	Item	Qty.	Make/Brand	Model Details	Fully Compliance with RFP (Y/N)

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6.13. Form 13: Additional Bill of Quantity – Equipment, Software/Applications, Activities, etc.

The Bidder may provide the additional line items in the proposed Bill of Material (BoM), in addition to the line items mentioned in the financial format in this RFP. Bidders are required to mention the details of the make/brand and model against each line item, wherever applicable. The bid can be considered non-responsive in the absence of such details. In case, no additional bill of quantity is proposed, the Bidder shall mention Rs. 1 (Rupee One) in the respective line item and in which case, the same will not be considered for the purpose of financial evaluation. Once the bidder provides this information in the submitted bid, the bidder cannot change it with any other component / equipment etc. of lower specifications / performance; it can only be upgraded at the time of actual deployment/ installation. The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed.

Sl. No.	Section No. (as per e-Procurement Price Bid)	Description	Unit of Measurement	Qty.
<b>CAPEX BOQ (“Others” line item Capex Price Bid Format)</b>				
1		Item 1		
2		Item 2		
3		Item 3		
4		Item 4		
5		Item 5		
6		Item 6		
<b>. OPEX BOQ (“Others” line item year-wise in Opex Price Bid Format)</b>				
1		Item 7		
2		Item 8		
3		Item 9		
4		Item 10		
5		Item 11		
6		Item 12		

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Note:

- The Bidder shall specify all additional line items proposed by him in the above specified format.
- However, in the e-procurement portal, the total price for all additional items proposed shall be indicated in the last line items designated as “*Others*” in each sub-section in the price bid.
- The successful bidder shall provide the price break-up for all such additional items proposed by him, before conclusion of contract agreement.
- No prices shall be mentioned in the above format.

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6.14. Form 14: Tax Format

Bidders are required to provide the details of the applicable tax component considered against each line item and also for additional bill of quantity, wherever applicable. The bid shall be considered non-responsive in the absence of these details. These details shall be used only for reference purpose and shall not be considered for the evaluation.

However, for evaluation purpose, total price, exclusive of taxes, shall be considered for identification of least cost bidder and accordingly, for appointment of Local System Integrator. The taxes as per actual shall be paid by the Authority during the project period, upon submission of original invoice for line items and additional line items, as applicable.

#	Description	GST%
	{Insert Line items as per BoQ, as per form 12}	

**Note:**

- The Bidder shall quote **only** the tax rate in percentage for all line items.
- **NO** financial values shall be indicated against the line items. Failure to do so, shall result in rejection of the Bid as non-responsive.

## 7. Appendix II: Commercial Proposal Templates

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

### GENERAL INSTRUCTIONS

1. Bidder should provide all prices as per the prescribed format under this Annexure. Bidders should not leave any field blank. **In case the field is not applicable or required, the Bidder must indicate “1” (One) in all such fields.** The corresponding field/item/service, for which the quoted price is Rs. 1 as mentioned above, will not be considered while evaluation of commercial bid.
2. All the prices are to be entered in Indian Rupees (INR) only.
3. Bidder should quote his price for each of the line item in the e-procurement portal. Bidder should enter the Unit Rate, **excluding tax**, for that particular line item.
4. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable with Technical Bid. However, Authority shall consider Grand Total (Capex Price + NPV of Opex Price) exclusive of applicable taxes etc. for evaluation purpose and arriving at L1 price.
5. **The capex prices for all IT and Non-IT Equipment, to be provided under this RFP, shall be quoted inclusive of 1 years of comprehensive onsite Warranty / AMC.**
6. **The prices for year-wise comprehensive onsite Warranty / AMC from Year 2 to Year 5 shall be indicated separately as per format provided in e-Procurement portal.**
7. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.
8. No escalations of prices will be considered under any circumstances during the currency of this contract.



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7.1 Form C1: Financial Proposal

The list of items indicated hereunder is indicative. The Bidder shall consider the components and quantity to fulfil the RFP and project requirements in totality, and add / delete / modify any line items/costs heads/components, as applicable.

Table 1: CAPEX

#	Item	Quantity	Unit Rate without GST (INR)	Total Price Exclusive of GST (INR)
<b>DIGITAL CLASSROOMS</b>				
1.	Integrated Smart Classroom Device (computing system with in-build projection system)	30		
2.	UPS with batteries and minimum 1 hour backup for Digital Classrooms	30		
3.	Trolley for Device & UPS for Digital Classrooms	30		
4.	Site Preparation/ Electrical Cabling / LAN Cabling for Digital Classrooms	30		
5.	Projector Screen for Digital Classrooms	30		

Table 2: OPEX

#	Item	Quantity	Unit Rate without GST (INR)	Total Price Exclusive of GST (INR)
1	Onsite Comprehensive Warranty / AMC - Year 2	1		
2	Onsite Comprehensive Warranty / AMC - Year 3	1		
3	Onsite Comprehensive Warranty / AMC - Year 4	1		
4	Onsite Comprehensive Warranty / AMC - Year 5	1		
5	Training and Handholding (one time)	1		
6	ANY OTHER - OPEX (Please provide the sum total of all additional items here. The additional item names and details should be mentioned in Appendix I, Form 13 of the RFP)	1		

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7.2 Form C1: Covering Letter

To:

<Location, Date>

**The Managing Director & CEO,**

Tumakuru Smart City Limited,

1<sup>st</sup> Floor, Mahalakshmi Arcade, SS Puram Main Road, Coffee Board Colony,

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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8. Appendix III: Template for Performance Bank Guarantee

*[This Bank Guarantee Form for the Performance Security is to be issued by Government/ Nationalized Banks in accordance with the instructions indicated.]*

To

Managing Director & Chief Executive Officer

Tumakuru Smart City Limited

Mahalakshmi Arcade, S.S. Puram Main Road,

Coffee Board Colony, Tumakuru– 572102, Karnataka State

TELEPHONE: 0816-2278190

E-Mail – bids@smartcitytumakuru.in

In accordance with your Tender No----- for the Work of -----  
----- (herein after called “Contract”), AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee, by a Nationalized Bank for the sum specified therein as security for the compliance with his obligations in accordance with the Tender. AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder/Contractor, up to a total of Rs----- (Rupees -----) (amount of Guarantee), such sum being payable in the types and proportions of currencies in which the contract price is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs----- (Rupees --

-----) (amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contractor or of the works to be performed there under or any of the contract document which may be between you and the Contractor 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 up to-----

We, ----- (Bank Name, address) lastly undertake not to revoke this guarantee during its currency period with the previous consent in writing.

Notwithstanding anything contained hereinabove.

SELECTION OF AGENCY FOR ESTABLISHMENT OF DIGITAL CLASSROOMS AT DIFFERENT GOVERNMENT SCHOOLS / COLLEGES IN TUMAKURU

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a) Our liability under this Bank Guarantee is shall not exceed of Rs ----- (Rupees-----  
-----) (amount of Guarantee)

b) This Guarantee shall be valid up to -----

c) We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee and only if you serve upon us written claim or demand on or before ----- upon receipt by us of your first demand in writing accompanied by a written statement that the Bidder is in breach of its obligation(s) under the Bid / Contract Agreement,

d) This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period-  
----- (Date).

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

*[Insert signature(s) of duly Authorized Authority (ies)]*

*Name:*

*Designation:*

*Employee No:*

*E mail id:*

*Phone No:*

Note for Bidders

- (a) Bank Guarantee to be submitted by the Government/ Nationalized Banks for the Domestic Bidders. In case, if the International Bidder than the Bank Guarantee shall be from the institution issuing the bid security is located outside the India, it shall have a correspondent Government/ Nationalized banks located in the India, and to make it enforceable at Tumakuru, Karnataka;
- (b) be payable promptly upon written demand by the TSCL in case the conditions listed in IFT 13 are invoked;
- (c) be submitted in its original form; copies will not be accepted;

9. Appendix IV: Template for Master Service Agreement

**MASTER SERVICE AGREEMENT (MSA) FOR “SUPPLY, INSTALLATION, COMMISSIONING, INTEGRATION, OPERATION & MAINTENANCE OF SMART / DIGITAL CLASS ROOMS IN TUMAKURU”**

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, Integration, Operation & Maintenance of Smart Class Rooms in Govt. PU College, Tumakuru”. 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.
- 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

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- 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.
- c. Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and vice versa.

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- 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 be 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, Integration, Operation & Maintenance of Smart Class Rooms in Govt. PU College, Tumakuru.
  - b. Smart Class aims at bringing technology into the classroom. It brings an exhaustive repository of digital modules or lessons, (consisting of 2D animations, graphics, audio and video) on every subject, which the teacher could easily access and project in the classroom that illuminated and explained abstract and difficult concepts with liquid clarity. The objective of this project is to bring in Smart classrooms to the Government PU College in Tumakuru.
  - 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

## 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 3 year from date of Commissioning.

## 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 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

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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 wilful 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-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.

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- 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 schedule<sup>14</sup> specified in this Agreement.
- 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

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- 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.
- 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

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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 empanelled 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 CAPEX along with applicable taxes	After successful delivery of all the hardware and software provisioned under this project. Delivery sign-off form duly issued by the respective School/College authorities, needs to be submitted by the selected bidder prior to claim the payment.
2	25% of the CAPEX along with applicable taxes	After successful installation & commissioning of all components of the project as per the scope of work.
3	25% of the CAPEX along with applicable taxes	On successful completion of training for all teachers

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<b>S. No.</b>	<b>Payment Percentage</b>	<b>Payment Milestone</b>
4	90% of the OPEX along with applicable taxes	To be paid in equal quarterly instalments for a period of 60 months from the date of commissioning of all components and certified by school authorities, subject to fulfilment of SLA requirements.
5	10% of the OPEX along with applicable taxes	The last quarter payment will be made on successful handing over all the hardware in running condition to the authority.

- 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 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 defence 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;

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- 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.
- 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

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- 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 non-performance 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 endeavours 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.
- 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 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

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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.
- 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.

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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:

**10. Appendix V: Indicative list of the Schools:**

..... END OF DOCUMENT .....