

# REQUEST FOR PROPOSAL

For

The Implementation and maintenance of Smart Digital Library  
with 200 Kiosks in Jabalpur Smart City



Tender no JSCL/2017/437  
25/07/2017

Jabalpur Smart City Limited (JSCL)  
Madhya Pradesh

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## **1. Disclaimer**

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf Jabalpur Smart City Limited or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided. This RFP document is not an agreement or an offer to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP document. This RFP document includes statements, which reflect various assumptions and assessments arrived in relation to the proposed Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Department, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Jabalpur Smart City Limited accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Jabalpur Smart City Limited, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way in this Selection Process.

Jabalpur Smart City Limited also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP document.

Jabalpur Smart City Limited may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP document.

The issue of this RFP document does not imply that JSCL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the proposed Assignment and Jabalpur Smart City Limited reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Bidder shall bear all its costs associated

with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by **Jabalpur Smart City Limited** or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and Jabalpur Smart City Limited shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## 2. Definitions/Acronyms

Sr. No	Abbreviations	Description
1	JSCL	Jabalpur Smart City Limited
2	ICT	Information and Communication Technology
3	IT	Information and Communication Technology
4	KPI	Key Performance Indicator
5	MSA	Master Service Agreement
6	MSI	Master system Integrator
7	SLA	Service Level Agreement
8	UAT	User Acceptance Testing
9	SSL	Secure Socket Layer
10	SRS	Software Requirement Specification
11	STQC	Standard, Testing and Quality Certifications
12	O&M	Operational & Maintenance
13	OEM	Original Equipment Manufacturer
14	AMC	Annual Maintenance Contract

15	BoQ	Bills of Quantity
16	HLD	High Level Design Document
17	LLD	Low Level Design Document
18	RFP	Request for Proposal
19	QCBS	Quality cum Cost Basis
20	St	Technical Score
21	Tw	Technical Weightage
22	Sf	Financial Score
23	Fw	Financial Weightage
24	EMD	Earnest Money Deposit
25	LoA	Letter of Award
26	GST	Goods and Service Tax
27	PSU	Public Sector Undertaking
28	QBIC	Query by Image Content
29	PDF	Portable Document format
30	SI	System Integrator

### 3. Project Profile and Background

Digital Libraries (e-Library) are basically decentralized and easily extensible, able to support interoperability between different tools, applications and systems; support heterogeneity both in terms/forms of data and systems/tools supported; able to support a rich information seeking environment; and saleable in terms of the size of the system (users, tools, information).

Digital information may include digital books, scanned images, graphics, data, digitized etc. The concept of Digital Library is very popular in other countries especially in USA and UK. The first Digital Library project initiative was started in 1995 in USA. In the UK, important Digital Library projects were started in British Library is ELINOR - Electronic Library Project of De Montfort University, University of East Anglia, University of Bath, University College London, University of Wales, University of Ulster and University of Surrey.

The notion here to implement 200 Nodes or Kiosk (depending upon the feasibility of the centre) in the city where people can go and spend sometime in the library with e-books, magazines, newspapers, in various languages across the globe. Department can charge a minimum amount to the user and can also issue monthly pass to the regular users. The

idea to be further be expanded to have such e-library kiosk in Railway Stations, Bus Stations, Airports and other places suggested by the Department.

Department is on lookout for an established application software bidder who will partner with the Organization to manage and support the implementation of Smart Digital Libraries kiosk or nodes in Jabalpur Smart City. The solution should comprise of Hardware and Software both and it should work seamlessly in the centers even if the internet connectivity is intermittent. The successful bidder will be expected to provide the maintenance of the 200 kiosk/nodes for the 2 years after the successful implementation. Support period may be extended on mutual consent.

#### 4. Data Sheet

The following table indicates schedule for major activities associated with RFP distribution, proposal submission, proposal evaluation process, and contract award.

<b>Important date and other information</b>		
<b>Sr. No.</b>	<b>Key Information</b>	<b>Details</b>
1	Assignment Name	The Implementation and maintenance of Smart Digital Library with 100 Kiosks in Jabalpur Smart City.
2	Client	JSCL (Jabalpur Smart City Limited)
3	Location	Jabalpur
4	Bid Submission	Bids shall be submitted in three sealed envelopes, both put together in an "Outer Envelope" as following- Envelope 1: Pre-Qualification Bid Envelope 2: Technical Bid Envelope 3: Financial Bid
5	Envelope 1: Pre-Qualification Bid	Form -1P (Pre-Qualification): Covering Letter Form-2P (Pre-Qualification): Pre-Qualification Form Form-3P (Pre-Qualification): Bidders organization and Consortium details
6	Envelope 2: Technical Bid	Form-4T (Technical Proposal) : Details of similar assignment
7	Envelope 3: Financial Bid	Only online submission will be accepted. Bid processing fee will be submitted online on mpeproc (e-procurement portal of Government of Madhya Pradesh) at the time of purchase of tender.

8	Bid Evaluation	Technical & Price Bids. Price bids of only those Bidders shall be opened, who qualify the technical bid criteria
9	Method of Selection / Bid Parameter	<p>The evaluation of proposals shall be on the principle of Quality Cum Cost Based Selection (QCBS) based on the final weighted score.</p> <ul style="list-style-type: none"> <li>- Only the Bidders matching the pre-qualification criteria will be selected for further evaluation.</li> <li>- The technical proposal shall be evaluated based on technical evaluation as mentioned under “Technical Proposal Evaluation Criteria”. Each responsive Proposal will be given a technical score (St). Technical weightage (Tw) will be 80%.</li> <li>- The proposal with the lowest cost (Fm) shall be given financial score (Sf) of 100 points. The financial scores of other proposals shall be computed as follows: <math>Sf = 100 \times Fm/F</math> Where F= amount of Financial Proposal</li> <li>Financial weightage (Fw) 20%.</li> <li>- Combined Quality and Cost Evaluation - The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows: <math>S = St \times Tw + Sf \times Fw</math> Where S = total score</li> </ul> <p>The assignment shall be awarded to the bidder scoring the highest final weighted score as decided by selection</p>
10	Bid Security/EMD	4,00,000 INR (prefer corrigendum JSCL/2017/445)
11	Bid Security/EMD in favor of	Executive Director, Jabalpur Smart City Limited (JSCL), in the form Demand Draft/FDR
12	Validity of Bid Security	180 days
13	Performance Security in the form Bank Guarantee	Selected bidder is required to submit Performance Security in the form of Bank Guarantee for a value equivalent to 10% of the contract values to JSCL. The Performance Security shall be submitted on or before signing of Agreement in the form of FDR only .
14	Signing of Agreement	Signing of Agreement is within 15 days from the issue of Letter of Award (LoA). The preconditions for signing of the Agreement is the submission of Performance Security
15	Joint Venture/Consortium	Consortium is allowed
16	RFP Release date	As Per NIT

17	Pre-Bid Meeting
18	Last date to purchase bid document
19	Online bid submission date of Technical & Financial Bid
20	Hardcopy submission
21	Technical Bid Opening
22	Technical Presentation
23	Financial Bid Opening

## 5. Invitation for Proposal

The invitation is for Selection of an Agency for the implementation of Smart Digital Library for Jabalpur Smart City.

Tender can be downloaded through [www.mpeproc.gov.in](http://www.mpeproc.gov.in) (under section Jabalpur smart city limited) and [www.jscljabalpur.org](http://www.jscljabalpur.org) and can be purchased from the website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) by making a payment cost mentioned in NIT.

The bids shall be delivered at the address given below- Executive Director Jabalpur Smart City Limited (JSCL), ManasBhawan, Near Teen Patti Square Jabalpur MP 480021.

Department may, at its own discretion, extend the date for submission of proposals. In such a case all rights and obligations of Department and Bidders / Consortium of Bidders Previously subject to the deadline will thereafter be subject to the deadline as extended.

Proposals should be submitted not later than date mentioned in NIT .In the event that the due date for bid submission is a holiday; the next working day will be the date of submission.

## 6. Minimum Eligibility Criteria:



- A. The bidder should be a company registered under Companies Act or Partnership firm or Proprietorship firm.
- B. The bidder should be in existence at least 5 years as of 1st April 2017 in a software development and maintenance domain.
- C. The bidder has never have been blacklisted/barred/ disqualified by any regulatory/ statutory body or any PSU or any established Company.
- D. The bidder should have at least 3 years of experience in Web Development.
- E. The bidder must have a currently valid Pan Number and GST number.
- F. Consortium is allowed with the maximum partner as 1. However, company incorporation/ LLP/ Proprietor certificate is required for the second corporatism partner also. Complete responsibility of the project is fixed towards lead bidder, for any type of communication and dispute JSCL will not be responsible, only will coordinate with the lead bidder.
- G. The bidder (Lead Bidder in case of consortium) should havecertified at least CMMi Level 3 (or above) or ISO 9001:2008 or ISO 27001 NASSCOM.
- H.The average annual turnover of the company not less than 3 Cr in last three financial Years. Audited Balance sheet, Profit Loss and CA turnover should be attached.
- I. The bidder should have executed Software development related work for any Govt/PSU worth not less than
- INR 80,00,000 of one order  
Or  
INR 45,00,000 of two orders  
Or  
INR30,00,000 of three orders
- in last five years (Copy of work order will be needed)
- J. The bidder should have EPFO, ESI registration.
- K. The bidder should have 50 employees on his payroll. (Certificate from HR will be needed)
- L. The bidder (or of the consortium partners) should have the capability to manufacture the required kiosk and the kiosk should be “Made in India”.

Note:

- a. All certificates or documents should also be self-attested and attached/bound together
- b.Failure to meet any of these criteria will disqualify the bidder and it will be eliminated from further process.
- c.The Organization reserves the right to verify and/ or to evaluate the claims made under eligibility criteria and any decision in this regard shall be final, conclusive and binding upon the bidder.

d. At a later stage if it is found that, the bidder has provided false information or has wrongly certified any of the documents in support of the eligibility criteria, the bidder shall be liable for legal action and/or cancellation of contract.

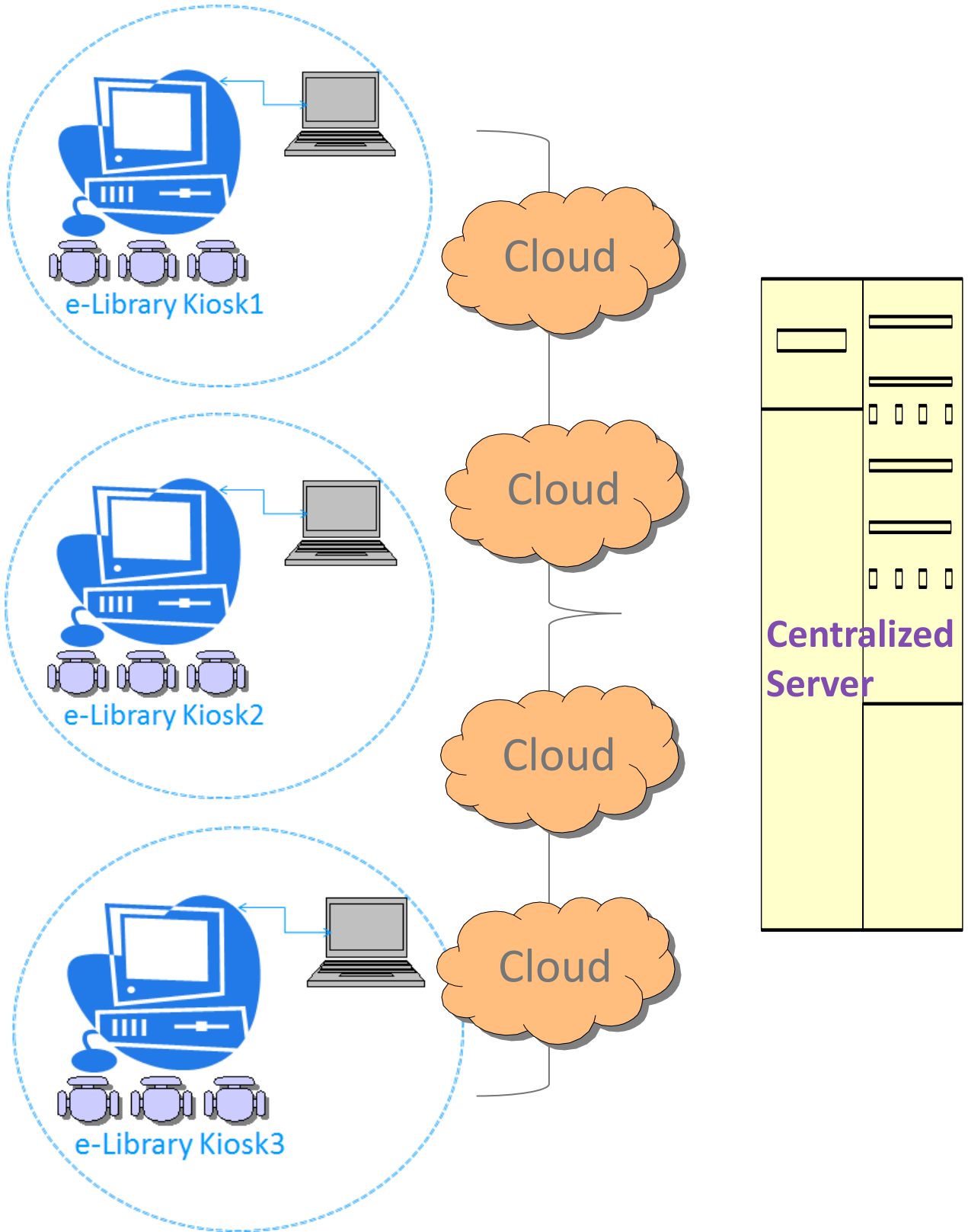
## **7. Scope of Work**

A typical Digital Library provides a hardware/software solution for the libraries to develop their own multimedia digital libraries or multimedia archival systems. It should be an integrated system for capturing, indexing, storage and retrieval of tabular, textual, audio, still images, and video data at compressed and full resolutions. A search engine that can combine parametric queries, free text searches, and Query by Image Content (QBIC). Workflow processing to manage approvals and routing of data is also provided. It should have an integrated rights management including electronic watermarking, encryption, licensing, accounting, metering, and authentication. It should scalable storage and network management system that allows libraries to grow without sacrificing the convenience of anytime, anywhere access. It should also provide a hierarchical storage system to protect the assets from loss and ensure fast access to most frequently used books and material.

As the solution is proposed to implement Kiosk model, so the recommendations is to use a “Networked Digital Library of books and reading material” which aims to increase the availability of the reading material by placing them online with the content in an accessible form.

Every Kiosk will have their own server with the capacity of caching the books and reading material and should be able to sync the data from the main server as soon as the internet connectivity is available. Kiosk is proposed to work in client server mode.

The below diagram depicts the proposed model -



The proposed solution is required to have the following components -

- Digital Library Software – The software is required to capture, store, index, preserve and redistribute the digital library collection. The software is also required for user creation, maintaining sessions, payment methods etc.
- OCR – Optical Character Reader is required to scan printed, handwritten text and/or convert scanned image to a computer process able format either in a form of a plain text or a PDF which can be further edited, used or reused in other documents.
- DOI – Digital Object Identifier is an open standard for creating an alphanumeric name that identifies digital content, mostly scholarly content such as e-book or journal article.

Following are the proposed composition and specification –

- Implementation and Installation of 200 Kiosks at the locations proposed/suggested by JSCL.
- Integration of this solution with existing setup/libraries/centers.
- Software Solution for Smart Digital Library with admin control, user management, books digitization, books search, books reading, audio and video books integration, payment gateway, language learning options, feedback, provision to request for a new book, subscription for e-books etc.
- Solution should work even if the internet connectivity is not available or intermittent.
- Centralized dedicated server should be the responsibility of bidder.
- Firewall and Protection Software at server
- Licensing the existing available e-books on Internet Globe(Google, Flipkart and Amazon to name a few e-books provider)
- Subscription of 20 leading International, 30 leading national and 30 state level and 30 Local daily newspapers (e-newspaper) in Hindi and English languages.
- Subscription of the 30 leading International 50 leading national and 30 State level availablevarious magazines (weekly, monthly and annually) in English and Hindi languages.
- Subscription to provide language (Hindi, English, French, German and Spanish) learning courses.
- J Card holder not be charged for using this smart library service. Other users shall be charged 2 INR per hour as the promotional charge; this may change as per the discretion of the department.
- User's Mobile number should be used as user name and OTP should work for password authentication.
- Advertising ,branding and promotion to be taken care by bidder.
- Application should be available in two languages (Hindi and English).

- Category wise, age wise and subject wise search should be made available in smart digital library. Categories to be defined in discussion with JSCL authorities.
- Single window dashboard should be provided to Senior Management which should depict the number of users using the services, number of kiosks operating at city, number of books available, number of books requested from users etc.
- Users should have the provision to request for the books/magazine via application (placed at kiosk).
- Once the requested book is available, concerned user should be notified about the same.
- Contents and books should be updated frequently.
- Prior consent of authors must be sought before digitizing the existing books. This should be the sole responsibility of the selected bidder.
- The Digitization of pages should be done in such a way that it should take a final shape of an e-book.
- The scope of this RFP is to install and commission 100 Smart Kiosks to start with, but the number can be extended further upto 200.
- Work space will be the sole responsibility of the bidder. JSCL will NOT provide any thing to bidder like hardware, place,space, manpower, internet connection, electricity, telephone etc.
- Physical security of kiosk like any theft, any damage of its equipment's SI will only responsible for this.

### **Security audit**

The Security Audit of application should be done by the bidder within 2 month of the project go-live. The cost of security audit will be borne by the Implementation Agency.

### **Training**

Training of staff is essential for ensuring that the software developed is actually put to use. The selected bidder need to ensure proper hands-on training is imparted to the designated end-so as to make them well conversant with the functionalities, features and processes built in the Software.

Indicative Training needs identified for Jabalpur Smart City Limited (JSCL) personnel before Go-live of phase are as follows:

Sr.	Training Description	Number of officials to be trained	Batch Size	Estimated number of training sessions per batch
1	Basic computer/Kiosk skills	10	10	2
2	Training on	10	10	2

	Relevant/All Application modules.			
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One training session will be of 5 hours each.

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## **Maintenance & support**

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As part of its scope of work the Selected Bidder needs to provide 2 years of Post Implementation Operational & Maintenance Support. Under O & M, the Selected Bidder will perform the following tasks.

- a) Perform system administration tasks such as managing the user access, creating and managing users, taking backups etc.
- b) Performance tuning of the system to ensure adherence to SLAs and performance requirements as indicated in the RFP.
- c) Selected Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance.
- d) Selected Bidder should carry out any requisite adjustments / changes in the configuration for implementing different versions of Application Software.
- e) The Selected Bidder shall provide from time to time the Updates / Upgrades / New releases / New versions / Patches / Bug fixes of the software, operating systems, etc. as required. The Selected Bidder should provide free Updates / Upgrades / New releases / New versions / Patches / Bug fixes of the software.

The Selected Bidder shall provide software license management and control. Selected Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance.

## **Helpdesk**

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Selected bidder shall depute minimum two Helpdesk Executive to provide support to post Go-Live for the following list of activities.

- a) Provide Help Desk services to track and route requests for service and to assist department users in answering questions and resolving problems related to the IT Infrastructure.
- b) Become the central collection point for contact and control of the problem, change, and service management processes (This includes both incident management and service request management).
- c) Shall provide a first level of support for application and technical support.
- d) Providing assistance to end users for efficient use of the new system
- e) Proactively report operational issues and ensure timely redressed of the same.
- f) Understand enhance requirement from the end user & communicate to central team
- g) Ensure all statutory reports are shared properly

Minimum Qualification & Experience: Must be a graduate with technical knowledge He/She should have excellent communication skills (English, Hindi)

## Project Time Line

The successful bidder for implementation of the entire project would be governed by the following schedule.

SR	Milestone	Timeline
1	Team Mobilization, Signing of Contract	To +1 Week=T1
2	SRS Preparation and Sign off	T1+1 Months
3	User Acceptance of Application Software and Testing of 25 Kiosk	T1+ 2 Months
4	User Acceptance of Application Software and Testing of next 50 Kiosk	T1+ 3 Months
5	User Acceptance of Application Software and Testing of next 50Kiosk	T1 + 4 Months
6	User Acceptance of Application Software and Testing of next 75 Kiosk	T1 + 5 Months
6	Stakeholder Training s& Change Management	T1+6 Months
7	Application Software Security Audit	T1+6 Months
8	Go-Live Phase-1	T1+ 7 Months=T2
9	Operation & Maintenance Support	T2+24 Months

### Item no. 1: Kiosk Enclosure

S.No	Parameter	Specifications
1	General Mandatory Requirement	Manufacturer/OEM shall enclose copy of certification of ISO 9001:2008 to ensure consistent product following all regulatory norms of Government of India.
2	Design Requirement	Design: The kiosk shall be made up of Two Units; Video Conferencing Unit (VCU) and Self Service Unit (SSU).  The VCU shall have provision to



	<p>accommodate</p> <p>one big screen &amp; one web camera. SSU shall have provision of small touch screen, Cash collector etc. The entire design shall be modular consisting of interchangeable &amp; replaceable parts. Design should be extremely rugged to have a minimum life of 10 years for structural stability, moving and non-moving parts, monitor stand, slides &amp; doors. The kiosk must be IP22 compliant to ensure rodent proof enclosure.</p>
3	<p>Structure: Structure shall be made up of 2 mm thick heavy-duty vertical and horizontal profiles of CRCA. These profiles shall be accurately inserted and welded over 10 mm thick solid HRCA base. Outer shell, including all hinged and non-hinged parts shall be made up of 1.5 mm thick CRCA sheet.</p>
4	<p>Finishing: All sheet metal parts must be finished with a durable electrostatic powder coating with an average application of min 60-90 microns over all surfaces as per Powder Coating Test : ISO 2409, ASTM D 2794, ASTM D 552</p>
5	<p>Grouting: Base shall have concealed provision of grouting to the floor with anchor fasteners.</p>
6	<p>Access Doors: VC Screens shall be accessible from Front or Rear doors with hinges. These doors shall have inbuilt lockable system for easy Access &amp; maintenance. SSU shall have doors for Filling and maintenance accessibility.</p>

7		<p>Modularity: SSU shall be independent from VCU.  This is to ensure interchangeability from left to right depending upon the site condition.  The rigidity and strength must not be compromised despite the modular feature of structure.  For Details of VCU and SSU, refer drawings.</p>
8		<p>General Requirements: Light Leaks, sharp edges and corners shall be deemed unacceptable. All doors, claddings etc. shall be modular and shall be replaceable in an unlikely case of damage. Supplier to put identification codes / stickers / numbers for quick identification &amp; replacement of damaged Components. All doors to have Formed-In-Place Foam Gasket to protect the equipment from dust particles.</p>
9	<p>Quality Norms, Compliances &amp; Certifications for Kiosk Enclosure</p>	<p>1. The powder coating shall pass 1000 hours  FOG - salt spray test as per ASTM B117  2. Bare Enclosure shall be RoHS certified to ensure restriction of hazardous material.  3. Enclosure shall be compliant with UL 2361  (Accessibility)  (Self-Compliance on Safety &amp; .  4. Raw material data alone shall not be accepted.  Note: Latest Versions &amp; Norms to be used for testing and compliances purpose.  5. Kiosk should be Seismic Zone 3 qualified to ensure that it withstands all direct &amp; indirect vibrations throughout its life cycle</p>
10	<p>Power Distribution Unit</p>	<p>Industrial PDU with 6 Amps Fuse Protection individual having minimum 10 sockets</p>
11	<p>Other feature</p>	<p>Both side screen provision with separate brackets and USB ports below the VC unit</p>

Please note kiosk related certifications shall be submitted at the time of delivery, if bidder is unable to submit with the Technical bid.

**Item no. 2: Touch Screen Kiosk**

S.No	Parameter	Specifications
1	Size	24 inch
2	Monitor Type	LCD
3	Max Resolution	1280 X 1024 or better
4	Aspect Ratio	
5	Maximum Refresh Rate	60 Hz
6	Certificate/authority	TCO '03
7	Green Compliance	Yes
8	Brightness	250 Nit
9	Horizontal Viewing Angle	160
10	Input Voltage	110 V AC, 220 V AC
11	Contrast Ratio	800:1
12	Color Support	16.7 Million Colors (24-bit)
13	Type	Projective Touch screen
14	Specifications	Break resistant, and heat proof tempered glass

#### Digital Touch Screen Details

Aspect Ratio	16:09
Dimensions	21.48" x 12.84" x1.58"
Active Area	20.81" x 11.73"
Resolution	1920x1080
Touch Sensor	PCAP
Touch Points	12
Touch Glass	3MM b
Luminance	250cd/m2

**1: Manufacturer** - Before shipping, each kiosk passes dual quality checks (50 – 70 point mechanical / electrical). All production is under one roof, ensuring total process control.

**2:** KIOSK Information Systems (KIOSK) is set in one of the “greenest” & recent achievement of ISO14001:2004 Environmental Management Standard Certification are required.

15	Chemical Resistance	The active area of the touch panel is resistant to the damage of chemicals which do not influence glass
16	Supply Voltage	< 25 VDC
17	Resolution	Based on controller resolution of 1280 x 1024 or Better
18	Life Performance	More than 50 million touches in one location.
19	Input Medium	Finger or gloved hand (rubber, cloth or leather)

### Item no. 3: VC Unit

S.No.	Parameter	Specifications
1	Size	32 Inches or Better
2	Brightness	350 nits or better
3	Resolution (Pixels)	1920x1080 or Better
4	Viewing Angle(Horizontal/Vertical )	178 <sup>0</sup> /178 <sup>0</sup> or better
5	Input Connectivity	Minimum HDMI x 1, VGA/DP/DVI/ HDMI x 1, Audio in x1, USB
6	Output Connectivity	Should have an audio out as minimum
7	Rotation	Portrait & Landscape
9	Certification	BIS
10	Speakers	Built-In(10Wx2)
11	Power	100-240 V or better

### Item no. 4: Compute unit

S.No.	Parameter	Specifications
1	Processor	Intel Core 6th generation Processor or updated
2	Chipset	Compatible Chipset on Intel motherboard
3	Memory	8 GB DDR4 RAM or Higher as per requirement
4	Storage	500 GB 7200 Serial ATA HDD or higher
5	Bays	Min. 1 no.
6	Keyboard	OEM USB / Wireless Keyboard
7	Mouse	Two button USB/ Wireless Optical Scroll Mouse
8	Cabinet	Small Form Factor
9	I/O Ports	One Serial Port, 1 RJ45 port for Gigabit Ethernet, min. 6 USB ports Line in, Line out, VGA Port, HDMI Port
10	Network Features	10/100/1000 on board integrated network port
11	Slots	Minimum 1 * x16 PCI Express, 1 * x1 PCI Express

12	Multimedia	Integrated Audio and Graphic Controller
13	Preloaded Software	Windows embedded 2007 or latest With OEM recovery partition
14	Antivirus	Internet Security (Latest version) of MacAfee/ Norton/ Kaspersky/ Quick heal/ Trend Micro/ Sophos with Media & 3 Year Subscription (OEMSupport,

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		Updates, Patches)
15	Warranty	3-Year comprehensive on-site OEM Warranty from the date of installation
16	Certification	EPEAT, ENERGY STAR 5.0-compliant, RoHS-compliant, Windows Certified
17	Other Accessories	Patch chord to be laid with proper casing as per the site requirement

### Item no. 5: Stacker less Cash validator & Acceptor

S.No.	Parameter	Specifications
1	Validation Rate	96% or higher
2	Banknote Insertion	Four-way
3	Escrow	One banknote
4	Sensors	Auto-calibrating sensors having acceptance rate > 97% and should not accept counterfeit/ unfit notes as per RBI guidelines
5	Security Sensors	Cross-channel (anti-stringing) and dual entry
6	Protocols	CCNET/ ID003/ Cash Code serial/ most other industry standard protocols supported
7	Interfaces Supported	Serial, pulse, parallel-pulse or bi-directional (with open collector, opto-isolated or RS232), USB interface
8	Program Memory	Flash memory or Smart-Stick
9	Operating Voltage	10V DC to 14V DC
10	Validation M.T.B.F.	1.5 million cycles
11	Complete Transport Cycle	< 3 sec.
12	Note acceptability	All notes which are accepted in ATMs
13	Other Feature	Cash acceptor should have functionality to record soft logs

### Item no. 6: Card Reader

S.No.	Parameter	Specifications
1	Feature	Magnetic stripe and card reader (track 1/2/3) bi-directional, high-coercively Or Latest

2	Authentication	PIN
3	Power supply	DC 5V±5%
4	Communication interface	USB
5	Device certifications	EMV L1 & L2 certified, PCI DSS certified or Latest

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**Item no. 7: Metal Keyboard with Trackball/ Trackpad**

S.No	Parameter	Specifications
1	Required Product	Latest & As per requirement.kiosk metal key board with 36mm trackball or higher/ trackpad as cursor device
2	Number of key	64+2 keys
3	Material	stainless steel (front panel)
4	keyboard lifespan	more than 10 million of operation
5	Keyswitch technology	silicone switching
6	Key graphics	laser engraved legends
7	Mounting style	rack mount
8	Supply voltage	+5V DC +/-5%
9	Communication interface	USB
10	Other Features	MTBF>50000H
11		MTTR<30min
12	Size	Front panel size: 365*105mm ± 5%
13	Compliance	RoHs compliant, IP 65 protect class, should be water proof dust proof and vandalism proof.

**Item no. 8: Thermal printer**

S.No	Parameter	Specifications
1	Compact mobile receipt printer	Thermal Printing Technology with receipt Auto cutter
2	Print Speed	Min 150mm/sec
3	Print Width	80 mm ± 0.5 mm
4	Interface	USB
5	Auto Cutter life	1 million atleast
6	Certification	BIS Certified

**Item no. 9: A4 Laser Printer**

S.No.	Parameter	Specifications
1	Print technology	Laser Printing



2	Print speed	Current & Latest as per Need 18 A4 pages per minute (ppm)
3	Print resolution	600 x 600 dpi
4	Memory	32 MB
5	Duty Cycle (monthly)	Atleast 5,000
6	Interface	Hi-Speed 2.0 USB port

**Item no. 10: Single finger print Aadhaar authentication device**

S.No.	Parameter	Specifications
1	Compliance	Single finger print authentication device - UIDAI and STQC complied & with valid STQC Certification with all required accessories and SDKs

## **Technical Specification of Kiosk Unit**

### **8. General Terms and Conditions**

#### **Award Criteria**

Jabalpur Smart City Limited, Jabalpur MP 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 of evaluation.

#### **Right to Accept Any Proposal and to Reject Any or All Proposal(s)**

Jabalpur Smart City Limited, Jabalpur MP reserves the right to accept or reject any proposal at any stage, and to annul the tendering process / public procurement process and reject all proposals at any time prior or later to award of contract, without thereby incurring any liability to the affected bidder or bidders or any to inform the affected bidder or bidders of the grounds for Jabalpur Smart City Limited, Jabalpur MP action.

#### **Notification of Award**

Prior to the expiration of the validity period, Jabalpur Smart City Limited, Jabalpur MP will notify the successful bidder in writing or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, Jabalpur Smart City Limited, Jabalpur MP may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, Jabalpur Smart City Limited, Jabalpur MP will notify each unsuccessful bidder and return their EMD .After signing of contract JSCL has reserves rights to reject the contract at any stage without any prior notice.

## **Contract Finalization and Award**

The Jabalpur Smart City Limited, Jabalpur MP shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. On this basis the draft contract agreement would be finalized for award & signing.

## **Performance Guarantee**

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The Jabalpur Smart City Limited, Jabalpur MP will require the selected bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the notification of award, for a value equivalent to 8% of the total cost of contract amount. 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 Jabalpur Smart City Limited, Jabalpur MP at its discretion may cancel the order placed on the selected bidder without giving any notice. Jabalpur Smart City Limited, Jabalpur MP shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or Jabalpur Smart City Limited, Jabalpur MP incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

## **Signing of Contract**

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After the Jabalpur Smart City Limited, Jabalpur MP notifies the successful bidder that its proposal has been accepted, Jabalpur Smart City Limited, Jabalpur MP shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between Jabalpur Smart City Limited, Jabalpur MP and the successful bidder.

## **Failure to Agree with the Terms & Conditions of the RFP**

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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 Jabalpur Smart City Limited, Jabalpur MP may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the Jabalpur Smart City Limited, Jabalpur MP shall invoke the PBG of the most responsive bidder.

## **Service Level Agreement**

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### **Termination of Contract**

If the bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, without any valid reasons

acceptable to Jabalpur Smart City Limited, Jabalpur MP may terminate the contract at any time any stage, and the decision of Jabalpur Smart City Limited, Jabalpur MP on the matter shall be final and binding on the bidder. Upon termination of the contract, Jabalpur Smart City Limited, Jabalpur MP shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.

### **Resource Personnel**

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The bidders have to furnish resumes of all the resource personnel to be engaged. The bidder must demonstrate the availability and degree of commitment of personnel with technical expertise. Resumes should include education, experience, skills, background, accomplishments, and other pertinent information.

### **Project Handover**

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After completion of the project, concessioner will hand over the entire asset with source code to JSCL in the Working condition.

### **Deliverables**

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- Detailed Project Plan along with periodical Project Status Reports
- The detailed System Requirement Specification (SRS) including the process definitions, codification schemes and e-Forms.
- Source and Executable code of Application Software including any third party base software licenses (if any).
- Technical Documentation and User Manuals
- Procedure Manuals related to installation, operation, administration (including backup and restoration) and such other details.
- 200 Kiosks/Nodes in the location determined by JSCL.

### **Payment Schedule**

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Payment will be made as per following table after receiving the tax invoice bill from the vendor. Invoice shall be in Indian Rupees only & must be inclusive of taxes and duties.

Sr.#	Items	Timeline
(a)	Mobilization Advance against submission of :Performance Bank Guarantee with inception report (acceptance of System Requirement Study Document by JSCL)	5 % of total project cost
(b)	After Approval of developed software for Kiosk.	5 % of total project cost
(c)	Installation and complete integration of software with all security audit for 25 Kiosk (After Testing and approval done By JSCL )	15% of total project cost
(d)	Installation and complete integration of software with all security audit in next 50 Kiosk (After Testing and approval done By JSCL )	15% of total project cost
(e)	Installation and complete integration of software with all security audit in next 50 Kiosk (After Testing and approval done By JSCL )	15% of total project cost
(f)	Installation and complete integration of software in next 75 Kiosk (After Testing and approval done By JSCL )	15% of total project cost
(g)	Annual Maintenance of Application Software & Hardware	Quarterly payment of the remaining amount for next 8 Quarters from the Project Go-Live Date

### **Change Management Process**

(i) Change requests in respect of the Project Implementation, the operation, the SLA or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete of the Change request. Any such change will require a prior approval from JSCL.

(ii) Selected bidder shall primarily be responsible for ensuring that the Acceptance testing is carried out. JSCL will approve the completeness of such acceptance testing.

# Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

## Service Levels & Penalties

System Integrator (SI) is expected to meet the service levels & time lines in the normal course of carrying out the activities out the activities as per the detailed Scope of Work. In case of unjustified delay on any or all such Service Levels, the Jabalpur Smart City Limited, Jabalpur MP will reserve the rights to levy penalties on the System Integrator.

Sl#	Service / Deliverables	Expected Service Level	Penalty Level
(a)	Software Development, Implementation, Training, Application Security Audit & Application Service Integration	As per the timeline mentioned in RFP	0.1% penalty on every one month delay
(b)	Rate of Resolving issues with highest severity or	90% of the highest severity defects shall	0.1% penalty on every one hour delay in the

## Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

(c)	Rate of Resolving Higher Severity Issues or Level 2.	90% of the Higher Severity issues shall be resolved within 24 business hours from the time of reporting full details in O&M Phase	0.05% penalty on every one hour delay in the quarterly payment proposed for that quarter
(d)	Rate of Resolving normal severity issues or Level 3.	90% of the normal severity issues shall be resolved within 72 business hours from the time of reporting full details in O&M Phase	0.025% penalty on every one hour delay in the quarterly payment proposed for that quarter

A Service Level violation will occur if the selected bidder fails to meet Minimum Service Levels, as measured on a quarterly basis, for a particular Service Level. Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An “Availability and Performance Report” will be provided by the selected bidder on monthly basis in the format suggested



# Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

by JSCL and a review shall be conducted based on this report. Bidder has to report JSCL regularly .Few of the service level severity issues are mentioned below but department has all the right to add& Change more issues under these categories in future.

Application not available	Severity Level 1
Login / User Registration Problem	Severity Level 2
Kiosk not working (completely down)	Severity Level 1
Registration related services not working	Severity Level 2
User Access Related - Books, Courses rights issue etc.	Severity Level 2
Form processing error	Severity Level 2
Admin module not functioning	Severity Level 2
User Profile - update issue	Severity Level 3
Payment module not working	Severity Level 1
New books/course suggestions module not working.	Severity Level 2
Response time is high	Severity Level 3
Master Management in admin module not working	Severity Level 2
Mouse/Pointer problem	Severity Level 3
Keyboard problem	Severity Level 1
Monitor/Display is blue	Severity Level 1
Disk Boot Failure	Severity Level 1

## 9. Evaluation

- Stage 1 - Minimum Eligibility Evaluation: The technical proposal will be evaluated only for those bidders who fulfill the minimum eligibility criteria as given. Failure to meet any of these criteria specified will disqualify the bidder and it will be eliminated from further process.
- Stage 2 - Technical Evaluation: Proposals submitted by bidders shortlisted at stage 1 will be eligible for technical evaluation. Marks for technical evaluation will be awarded as follows

S. No	Criteria	Maximum	Document Proof
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## Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

		Points	
1	Web related work for any Govt/PSU worth Management System or Library Management System –INR-	20	Attach valid document proof
	30Laces – 5 Marks		
	Between 30Laces to 45Laces – 10 Marks		
	Between 45Laces to 80 Laces-15 Marks		
	Above 80 laces – 20 Marks		
2	Bidder should have turnover not less than 3Cr	10	Attach audited balance sheets and CA certificates
	3Cr to 5Cr – 5 Marks		
	More than 5Cr - 10 Marks		
3	The bidder should have valid at least ISO 9000 and 27001 certificates	5	Attach Certificates
	Yes – 5 Marks		
	No – 0 Marks		
4	The bidder should have at	5	Attach certificate

## Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

	<p>least CMMi Level 3</p> <p>Yes – 5 Mark</p> <p>No – 0 Marks</p>		
5	<p>The bidder should have minimum employee on their payroll-</p> <p>0-50 employee – 5 Marks</p> <p>50-100 – 10 Marks</p> <p>More than 100 – 15 Marks</p>	15	<p>Declaration of HR/Director on company's letter head.</p>
6	<p>The bidder should have manufacture capacity of Kiosk .Priority will be given to India made products</p> <p>A)Manufacturing Capacity – 10 marks</p> <p>B) Having, above Points A and India made products– 15 Marks</p>	15	<p>Appropriate documents should be submitted.</p> <p>1) Registration of medium and small scale industry</p> <p>2) Work orders for completion certificate of similar project.</p>
7	Technical Presentation	30	

# Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

Bidder who will secure minimum 70 marks will be technically qualified and they will be called for Interview/presentation/demo.

- Stage 3 – Presentation/demo Evaluation: Presentation/Demonstration on the approach of development/maintenance and up gradation of web enabled project design etc.
- Stage 4 – Commercial Bid Opening: The Commercial proposal of all bidders shortlisted under Technical evaluation will be opened. However, department will not bind itself to accept the lowest commercial or any commercial and reserves the right to accept any proposal, whole, or in part. Proposal with a lowest quote shall be considered as most responsive bidder, and it may be called for negotiation, if required. Department's decision with respect to evaluation methodology and short-listing of bidders will be final and no claims whatsoever in this respect will be entertained.

Evaluation to be done on QCBS system with following formula –

$$0.8 * Tx + 0.2 * Fx = \text{Final Score}$$

## **10. Performance Bank Guarantee**

The successful Bidder at own expense shall deposit with department, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Award) from department, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/Scheduled Commercial Bank acceptable to department, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder. The performance Bank Guarantee will be submitted as FDR from a nationalized bank.

This Performance Bank Guarantee shall be for an amount equivalent to 5% of Total Project Cost. All incidental charges whatsoever such as premium, commission etc., with respect to the Performance Guarantee shall be borne by the Bidder.

# Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

## 11. Proposed Formats

Department invites the Proposals from Firms / Agencies / Consortium for Web & Mobile Application Development". Bidders / Consortium of Bidders are required to submit Proposals in the formats as given under:

<b>Proposed Formats</b>		
<b>Sr. No.</b>	<b>Form</b>	<b>Description</b>
1	Form-1P (Pre-qualification)	Covering Letter
2	Form-2P (Pre-Qualification)	Pre-Qualification Form
3	Form-3P (Pre-Qualification)	Bidders organization and Consortium details
4	Form -4T (Technical Proposal)	Details of similar assignment
5	Form-7	Power of Attorney

### 11.1 Form -1P: Covering Letter

[Bidders / Consortium of Bidders are required to submit the covering letter as given here on their letterhead]

# Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

To,

.....,  
.....,  
.....,  
.....,

**Subject:** Proposal for Selection of Agency for “The Implementation and maintenance of Smart Digital Library with 100 Kiosks in Jabalpur Smart City”.

Dear Sir,

1. We, the undersigned, having carefully examined the referred RFP, offer to provide the required services, in full conformity with the said RFP.
2. We have read the all the provisions of RFP and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, the duly notarized written power of attorney, and all attachments, for a period of 120 days from the date fixed for submission of Proposals as stipulated in the RFP and modifications resulting from Contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding Contract between us.
6. We declare that we do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.

# Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

7. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.

8. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

9. Banker's Cheque / Demand Draft No. ----- dated ----- drawn on ----- for Rsxxxxx/- is enclosed towards EMD.

10. [Banker's Cheque / Demand Draft No.----- dated -----drawn on---- -----for Rs. xxxx/- is enclosed towards RFP Document Fee as document was downloaded from website.] OR [RFP Document was purchased by us by making cash payment vide receipt number----- dated ----- at your office.]

Yours faithfully,

**Date**

**Name and Signature**

**Designation**

## 11.2 Form-2P: Pre-Qualification Form

Sr. No.	Criteria	Required Documents
1	The bidder should be a company registered under Companies Act or Partnership firm or Proprietorship firm with minimum 5 years of existence	Certificate of Incorporation and GST Number
2	The bidder has never have been blacklisted/barred/ disqualified by any regulatory/ statutory body or any PSU or any established Company.	Self-Certificate

## Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

3	In last 3 years, Firm / Agency (Any member of the Consortium) must have completed / in progress minimum 2 projects for Development of Web Development in Government Sector	work order/completion certificate
4	The bidder (Lead Bidder in case of consortium) should have CMMi Level 3 (or above) and ISO 9001:2008 or ISO 27001.	Copy of Certificate
5	The average annual turnover of the company not less than 3 Cr in last three financial Years. Audited Balance sheet, Profit Loss and CA turnover should be attached.	Audited Balance Sheet and Profit and Loss Statement for last three Financial years.
6	The bidder should have 50 employees on his payroll	Certificate from HR
7	The bidder (Any of the consortium partners) should have the capability to manufacture the required kiosk and the kiosk should be “Made in India”.	Appropriate Manufacturing Registration document and work order for Kiosk implementation

### 11.3 Form-3P: Bidder’s Organization & Consortium details

#### Organization and Financial Information

Details of Organization	
Name	
Date of Incorporation/Establishment	



# Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

Date of Commencement of Business	
Address of Headquarters	
Address of Registered offices in India	
Address of Overseas offices	
Area of expertise with respect to this project	

<b>Financial Figures (All Figures in Lac)</b>			
	FY2016-17	FY2015-16	FY2014-15
Revenue in INR			
Any other Information			

All Bidders shall provide the details in the format above.

### **In case of a Consortium:**

Regarding role of each Member should be provided as per table below:

Sr. No.	Name of the Bidder	Lead Bidder/Consortium Bidder	Roles & Responsibilities
1			
2			

### **11.4 Form-4T: Details of Similar Assignment**

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]*

Format to be used separately for each assignment

Assignment name:	Approx. Value of the contract (in current Rupees):
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## Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

Country: Location within country:	Duration of assignment (months):
Name of Client:	Total number of staff-months of the assignment:
Address:	Approx. Value of the services provided by your firm under the contract (in current Rupees):
Start date (month/year): Completion date (month/year):	Number of professional staff-months provided by associated firm:
Name of Key Team Members, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_

# Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

## 11.5 Form-5C: Covering Letter

[Bidders / Consortium of Bidders are required to submit the covering letter as given here on their letterhead]

To,

.....,  
.....,  
.....,  
.....,  
.....

**Subject:** Financial Proposal for Selection of Agency for “The Implementation and maintenance of Smart Digital Library with 100 Kiosks in Jabalpur Smart City”.

Dear Sir,

Enclosed herewith is our Financial Bid for Selection of our Agency for the implementation of Smart Digital Library with 100 Nodes/Kiosk in Jabalpur smart City as per the RFP. We agree to abide by the offer for 30 days from the date of opening of the Financial Proposal and after signing of Contract our offer shall remain binding upon us till completion of the project. We understand that DEPARTMENT is not bound to accept the lowest offer and it reserves the right to reject any or all offers without assigning any reason.

Yours faithfully,

**Date**

**Name and Signature**

**Designation**

# Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

## 11.6 Form-6C: Commercial Bid Format

The rates (exclusive of service taxes) are quoted in the prescribed format given below:

Sr. No	Item	Per unit price(if applicable)	Total Amount in figures	Total Amount in Words
1.	Digital Library Software Development			
2.	Server Setup (Mini Data Centre Setup Cost with Network equipment and connectivity with each kiosk)			
3.	Kiosk Implementation (cost of each kiosk and headset with power backup * 200)			
4.	Cost of Digitization per page (*10 Lakh Pages)			
5.	Operation and Maintenance period (2 years)			

**Total Cost (in INR) =** \_\_\_\_\_ (1+2+3+4+5)

### Note:

- Place for Mini Data Centre setup will be responsibility of bidder.
- Data Centre and Number of servers and other technical details must be present in the technical proposal of the bidder.
- All expenses related to travelling, lodging, boarding and other expenses during installation have to be borne by the Bidder.
- Taxes as applicable at the time of invoicing shall be considered. Any changes (upward or downward) in the taxes/duties shall be accordingly revised at the time of actual payments and paid. Service Tax & Cess will be paid by department as per the norms defined by Government of India at the time of actual payment.

# Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

- The JSCL may provide multiple extensions to the Service Provider on the same or modified terms and conditions under original agreement after completion of 2Years upon satisfactory performance.
- In case of any variation in rates between words and figures, highest value of them will prevail .

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

## **11.7 Form-7: Power of Attorney for Lead Member of Consortium**

(On a Stamp Paper of relevant value)

Power of Attorney

Whereas the Department Name (“the Authority”) has invited applications from interested parties for “Web& Mobile Application Development (the “Project”).  
Whereas, ....., ....., .....and .....(collectively

# Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

the “Consortium”) being Members of the Consortium are interested in applying for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution. NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS We, ..... having our registered office at ....., M/s. .... having our registered office at ....., M/s. .... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is shortlisted for award or awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the prequalification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in applicants and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Project Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium. IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF..... 2017

For .....

(Signature) .....

# Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

(Name & Title)

For .....

(Signature) .....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

# Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

## **Annexure#1 –Agreement Form /Contract Agreement**

### **CONTRACT AGREEMENT**

**CONTRACT FOR:** The Implementation and maintenance of Smart Digital Library with 100 Kiosks in Jabalpur Smart City.

This Agreement (the “Agreement”) is entered into at <DATE> on the <DAY> day of <MONTHYEAR>

### **BY AND BETWEEN**

Jabalpur Smart City Limited (JSCL) having its office at <ADDRESS> (hereinafter called “JSCL”/ “Client, which expression shall unless excluded by or repugnant to the context deemed to include its successor/s in office) of the First Part; AND <SYSTEM INTEGRATOR>, a private limited company, having its registered office at < SYSTEM INTEGRATOR ADDRESS> (hereinafter called the “Service Provider”, which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its successors in interest and permitted assigns) of the Second Part;

JSCL and the Service Provider are hereinafter collectively referred to as “Parties” and individually as a “Party”.

### **WHEREAS<>**

(a) JSCL issued an RFP for “The Implementation and maintenance of Smart Digital Library with 100 Kiosks in Jabalpur Smart City” dated <MONTH YEAR> (hereinafter together referred to as ‘RFP’);

(b) In response to the RFP, the Consultant submitted its proposal to JSCL on <DATE> (hereinafter referred to as ‘Proposal’);

(c) JSCL has accepted the aforesaid Proposal of the Consultant, vide intimation letter No. <LOI> (hereinafter referred to as ‘Letter of Intimation’); and

(d) The Parties have agreed to enter into this Agreement to govern the way in which the Consultant shall provide the consultancy services to JSCL.



# Selection of Agency for Implementing Smart Digital Library with 200 Kiosks in Jabalpur Smart City

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

## **1. DEFINITIONS**

- a) Engagement Letter shall mean this Agreement including all applicable Annexures attached hereto.
- b) Effective Date shall have the same meaning as provided in Section 5 of this Agreement.
- c) Application shall mean the <APPLICATION NAME> of Service Provider provided as a part of the services covered under this Agreement.
- d) Term shall have the same meaning as provided in Section 5 of this Agreement.

## **2. DOCUMENTS FORMING PART OF THIS AGREEMENT**

The following documents attached hereto as Annexures shall form an integral part of this Agreement:

- a) RFP placed as Annexure A;
- b) Proposal placed as Annexure B;
- c) Letter of Intimation placed as Annexure C.

## **3. PRECEDENCE OF DOCUMENTS**

The documents forming integral part of the Agreement shall be read as mutually explanatory of each other. In case of any discrepancy or inconsistency between the provisions of any of the above mentioned documents, the documents shall have priority in the following order:

- (a) Letter of Intimation;
- (b) Proposal;
- (c) RFP;

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## **4. PROVISION OF SERVICES AND PAYMENT**

The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Agreement. In particular:

(a) The Service Provider shall provide Services to the Client in accordance with the scope of work specified in the RFP and the Proposal.

(b) Currently the Application will be hosted at a data center as may be decided by the Service Provider. However, if need be the Service Provider shall make all arrangements to host the same in any other data center as may be requested by JSCL.

(c) In consideration of the services to be provided by the Consultant, the Client shall make payments to the Consultant in accordance with the provisions of Section 5 of this Agreement.

## **5. TERM OF AGREEMENT**

a) This Agreement shall be retrospectively effective from <DATE> (the “Effective Date”) and unless terminated earlier, shall continue in force and effect for a period of one year after the Go-Live date from the Effective Date (the “Term”). The Term may be extended with mutual consent of Parties.

## **6. Representations, Warranties and Indemnifications a**

a) Service Provider represents and warrants to JSCL that:

- (i) It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder;
- (ii) It shall use commercially reasonable efforts to perform the Services as described in the RFP and the Proposal attached hereto (except to the extent the Services modified by the parties from time to time by

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mutual written agreement) and shall provide such services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices.

- (iii) Other than the express warranties stated above, service provider makes no other representations or warranties hereunder of any kind, either express or implied, in relation to the services, including but not limited to any warranty of merchantability and/or fitness for any particular purpose. In no event shall service provider be liable, directly or indirectly, for any special or consequential or incidental damages including but not limited to loss of anticipated profits, loss of revenue or loss of data, or as a result of any interruption of service.

b) JSCL represents and warrants to Service Provider that:

- (i) It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder;
- (ii) Services under this Agreement is wholly original to JSCL or JSCL has acquired the necessary rights from third parties to contribute such information and include it in the web based and mobile platform, and such content provided by JSCL under this Agreement shall not violate any laws of any country and shall not infringe any other party's copyright, patent, trademark or intellectual property right.
- (iii) web based and mobile platform provided as a part of the scope under this Agreement for any illegal purpose whatsoever.

## **7. CONSENT TO USE DATA**

JSCL agrees that Service Provider shall use information and other data including the logo and trademark furnished by JSCL or its agents during its performance under this Agreement. Service Provider shall use this information solely to provide customized services to JSCL under this Agreement.

## **8. JSCL CONTENT**

a) JSCL acknowledges that responsibility for all content provided by JSCL to the Service Provider for the performance of the services under this Agreement shall be the sole and exclusive responsibility of JSCL and that Service Provider will not be

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held responsible in any way for any copyright infringement or violation, or the violation of any other person's rights or the violation of any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity, arising or relating to the Client Content.

b) JSCL acknowledges and agrees that JSCL may elect at its sole discretion to monitor such content provided by JSCL. Service Provider shall have the right, but not the obligation, to remove such content provided by the Client which is deemed, in Service Provider's sole discretion, harmful, offensive, in violation of any provision of this Agreement or breaches any law.

## 9. INDEMNIFICATION

JSCL agrees to indemnify and hold Service Provider harmless from any claim or demand or expense, including reasonable attorneys' fees, due to or arising out of use by Service Provider of any material or information provided by or on behalf of JSCL, JSCL's use of the services in a manner contrary to the provisions of this Agreement and any matters connected therewith.

## 10. PAYMENTS

(a) In consideration of the services provided by the Service Provider under this Agreement, JSCL shall pay to the Service Provider professional fees ("Fees") of <AMOUNT IN FIGURES><(AMOUNT IN WORDS)> only in such manner as is provided in this Section. If JSCL desires that the services covered under this Agreement is extended for any other city other than Jabalpur, then the Parties shall negotiate in good faith to include any such city on mutually agreed payment terms.

(b) The payment to the Service Provider shall be made as under:

Sr.#	Items	Timeline
(a)	Mobilization Advance against	5 % of total project cost

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(b)	After Approval of developed software for Kiosk.	5 % of total project cost
(c)	Installation and complete integration of software with all security audit for 25 Kiosk (After Testing and approval done By JSCL )	15% of total project cost
(d)	Installation and complete integration of software with all security audit in next 50 Kiosk (After Testing and approval done By JSCL )	15% of total project cost
(e)	Installation and complete integration of software with all security audit in next 50 Kiosk (After Testing and approval done By JSCL )	15% of total project cost
(f)	Installation and complete integration of software in next 75 Kiosk (After Testing and approval done By JSCL )	15% of total project cost
(f)	Annual Maintenance of Application Software & Hardware	Quarterly payment of the remaining amount for next 8 Quarters from the Project Go-Live Date

### 11. PERFORMANCE SECURITY

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The Service Provider shall provide a performance security within twenty one (21) days from the date of issue of letter of intimation, for a value equivalent to 10% of the contract value in the form of DD/BG of any nationalized bank in the name of the CEO, Jabalpur Smart City Limited. Upon receipt of Performance security, the EMD submitted by the Service Provider at the bidding stage shall be forthwith refunded. The Performance Security shall be kept valid till completion of the project. Performance Security will be refunded to the Service Provider without any interest, whatsoever, after it duly performs and completes the services but not later than sixty days of completion of the Agreement.

## **12. Designated Contact Persons for Parties to the Agreement**

On <SERVICE PROVIDER> side:

<NAME>

<Designation>

<ADDRESS>

On JSCL side:

<NAME> CEO Jabalpur Smart City Limited.

<ADDRESS>

## **13. MISCELLANEOUS PROVISIONS**

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- i. In consideration of the Services and subject to the provisions of this Agreement and of the SLA, JSCL will not pay any amount to Bidder for the Services rendered in pursuance of this Agreement
- ii. If any provision of this Agreement is held to be invalid, in whole or in part, such provision (or relevant part, as the case may be) shall be deemed not to form part of this Agreement. In any event the enforceability of the remainder of this Agreement will not be affected.
- iii. Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the Party waiving its rights. A waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be interpreted as a waiver of such provision.
- iv. This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- v. Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the services, may only be made by written agreement between the Parties.
- vi. No Party will be liable to the other if it fails to meet its obligations under this Agreement due to matters beyond its reasonable control.
- vii. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and which together shall constitute one and the same instrument; provided that neither Party shall be bound to this Agreement unless and until both parties have executed a counterpart.
- viii. Safety and security will be complete responsibility of System Provider in the duration of implementation and maintenance. JSCL will NOT responsible for any physical damage theft, of Kiosk or any equipments.

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**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be signed by their authorized signatories and representatives in their respective names as of the day and year first above written.

<p>SIGNED for and on behalf of Jabalpur Smart City Limited.</p> <p>By: _____</p> <p>Signature: _____</p> <p>Designation: _____</p> <p>Address: _____</p> <p>Witness: _____</p> <p>Name: _____</p> <p>Place: _____</p> <p>Date: _____</p>	<p>SIGNED for and on behalf of Jabalpur Smart City Limited.</p> <p>By: _____</p> <p>Signature: _____</p> <p>Designation: _____</p> <p>Address: _____</p> <p>Witness: _____</p> <p>Name: _____</p> <p>Place: _____</p> <p>Date: _____</p>
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