RFP FOR ESTABLISHMENT OF CLOUD BASED DIGITAL LIBRARIES AND MOBILE APP IN 11,350 GRAM PANCHAYATS LIBRARIES WITH SUBSCRIPTION TO NECESSARY SOFTWARE, E-CONTENT, SUPPLY OF HARDWARE AND MAINTENANCE FOR 5 YEARS

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### 1. BID DATA SHEET

S. No.	Particular	Details
1	Start date of issuance / sale of tender document	
2	Last date for Submission of Queries	
5 Last date and time for Submission of tender document		
6 Date and time for opening of technical bids		
7 Date and time for opening of Commercial bids		
8 Date of Pre-bid Meeting		
8 Date of Technical Presentation		

### 2. FACT SHEET

Clause Reference	Т
Mode of Selection	The method of selection is: Quality and Cost Based Selection (QCBS)QCBS
Parts of Tender	Part 1: Software and Hardware
	Part 2: Cloud Based Digital Library with e-content
Bid Process Fee	Rs 5000/ - non-refund `able in A/ C No:
Earnest Money Deposit	
(Section 4.4.3)	is EMD at the time of bidding in form of DD/ FDR in favor of
	Director, Panchayati Raj, Uttar Pradesh
Scope of the Tender	ESTABLISHMENT OF CLOUD BASED DIGITAL LIBRARIESIN 11350 GRAM
(Section 5)	PANCHAYATI LIBRARIES AND SUBSCRIBTION TO NECESSARY SOFTWARE
	AND E-CONTENT, SUPPLY OF HARDWARE AND MAINTENANCE FOR 5 YEARS
Language of the Proposal	Proposals should be submitted in English Only
(Section 4.5.2)	
Payment Terms and	Taxes: As Applicable
Schedule (Section 5.8)	
Venue Deadline and	Proposals, in its complete form in all respects as specified in the RFP,
Submission of Proposal	must be submitted ON LINE at etender.up.nic.in
(Section 1)	

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#### 3. BACKGROUND INFORMATION

#### 3.1. Basic Information

Purchaser invites responses ("Tenders") to this Request for Proposals ("RFP") from Implementation Agencies for the provision of services as described in Section 5.0 of this RFP, "Scope of Work" ESTABLISHMENT OF CLOUD BASED DIGITAL LIBRARIES IN 11350 GRAM PANCHAYAT LIBRARIES AND SUBSCRIPTION WITH NECESSARY SOFTWARE AND E-CONTENT, SUPPLY OF HARDWARE AND MAINTENANCE FOR 5 YEARS

Purchaser is the department of Panchayati Raj for this Government procurement procedure ("the Purchaser").

- a) Any contract that may result from this RFP Process will be issued for a term of ("the Term") which would include the supply, warranty and maintenance support.
- 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

### 3.2. Project Background

- a) The Department of Panchayati Raj has planned to implement a cloud-based digital library system in 11,350 Gram Panchayats across Uttar Pradesh during the first phase, which will be followed by an equal number of Gram Panchayats in the second phase.
- b) Department of Panchayati Raj envisages to provide simple and easy to use Digital Library Solution for the department of Panchayati Raj and accordingly the now invites proposals for Subscription to customized digital library and support for Digital Library Solution to the Department of Panchayati Raj.
- c) The Digital Library Solution for Department of Panchayati Raj shall be an efficient Digital Library and eLearning System along with Digital rights Management (DRM) enabled content rendering system, making information highly secure, scalable, reliable and accessible on any electronic device to its members.
- d) The Digital Library Solution shall consist of the following components:
  - 1. Virtual e-library platform with content access for residents of Gram panchayats
  - 2. Supply of IoT Digital Library Server with mentioned specifications
  - 3. DRM with eReader / Player
  - 4. eLearning modules including skilling courses management and mock test module
  - 5. Digital library Mobile App
  - 6. Proprietary e-Content eBooks, Concept videos, Courses and Quiz repository

#### 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 support required.
- 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 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. Key Requirements of the Bid

### 4.3.1. 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.

### 4.3.2. Bid Processing Fees

- a) Each Bidder shall pay bid processing fee in the account number mentioned in the Fact sheet.
- b) Please note that payments submitted through cheque or demand draft shall not be accepted.
- 1.1 The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Appendix-<XX>.

- 1.3 A pre-bid meeting of the intending bidders will be held on the date & time at the venue specified in the Bid Schedule to clarify any point/doubt raised by them in respect of this RFP. No separate communication will be sent for this meeting.
- 1.4 The DoPR will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Department's website panchayatiraj.up.nic.in.

### 4.3.3. Earnest Money Deposit (EMD)

- a) The Proposers (Bidders) shall pay Security Earnest Money Deposit as mentioned in Section 1: Bid Data Sheet, towards Earnest Money Deposit in form of DD/ FDR in favor of Director, Panchayati Raj, Uttar Pradesh.
- b) The EMD of the Successful bidder will be taken to DEPARTMENT OF PANCHAYATI RAJ account and the same shall be refunded within 30 days after submission of Performance Bank Guarantee by the successful bidder.
- c) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- d) 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.

### 4.3.4. 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: https://etender.up.nic.in
- b) The completed bid must be submitted electronically in the e-Procurement platform on or before the due date & time for bid submission specified in the e-Procurement platform
- c) The fees quoted in Commercial Proposal should be inclusive of all Taxes, 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 tender fee. Fee proposed shall not be increased under any circumstances.
- e) The fee should be guoted 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 department of Panchayati Raj.
- g) The supporting documents, wherever required, evidencing the fulfilment of criteria prescribed for evaluation of Technical Proposal shall have to be enclosed.
- h) The department of Panchayati Raj will not be responsible for technical glitches in the desktop and internet connectivity services used by the Bidder

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#### 4.3.5. Authentication of Bid

A Proposal should be initiated on all pages by the Authorized Signatory and accompanied by a power-of-attorney in the name of the signatory of the Proposal.

### 4.4. Preparation and Submission of Proposal

### 4.4.1. 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.

### 4.4.2. 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.

### 4.4.3. 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 <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> as per the deadline / last date indicated in this RFP

#### 4.4.4. 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

### 4.4.5. 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.
- 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 criterions and requirements specified in this RFP.

### 4.4.6. Tender Opening

The Proposals submitted up to the date& time mentioned in the Bid Data Sheet will be opened on the date & time 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 Bonafide for attending the opening of the proposal

### 4.4.7. Tender Validity

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

#### 4.4.8. Tender Evaluation

Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive. If Proposals;

- Are not submitted in as specified in the RFP document.
- Bids received without EMD / Tender Fee
- Received without the Letter of Authorization (Power of Attorney)
- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period
- All responsive Bids will be considered for further processing as below.

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

### 4.5. Criteria for Evaluation

### 4.5.1. Pre-Qualification (PQ) / Eligibility Criteria

#	Criteria Description	Supporting Documents
1	The Bidder should be a registered company incorporated in India under Indian Companies Act 1956/2013.	Certificate of Incorporation and Certificate of Commencement of Business (in case of Public Limited Company) issued by Registrar of Companies. Copy of Articles of Association Copy of the PAN Card Copy of GST Registration Certificate List of Offices in Uttar Pradesh

Bidder should hold valid rights from the publishers to supply digital content from at least 30 leading The bidder should enclose the list of publishers and out of which minimum 3 should be in publishers' rights held by them along 2 Hindi. The bidder should be authorized to supply the date of agreement and validity content in English and Hindi languages. period. The average annual financial turnover of the bidder Certificate from the Company's should be minimum of Rs 7 Cr during last three Chartered Accountant with UDIN 3 financial years. (i.e., 2021-22, 2022-23 & 2023-24) number to this effect. Also, need to submit the Copy of Audited Financial Statements for the relevant periods. Positive Net Worth Certificate from Bidder shall have positive net worth as on 31st March Chartered Accountant with UDIN 4 2024. Number. For Completed Project: 5 Past Experience of Similar Services: The bidder must Work Orders/ Purchase Order copy have successfully executed/completed similar along with the Completion Certificate Services over the last three years i.e. the current from the client financial year and the last three financial years (ending month of March prior to the bid opening): -1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost

Bidder must have successfully completed at least Three no. of Digital Library projects in any of the For Completed Project: State Governments in India in the last 3 years. Work Orders/ Purchase Order copy Among the projects, at least one of the project's along with the Completion Certificate total values shall be minimum of Rs.500 lacs with 5 from the client lakh users registered and the digital library software For Ongoing Project: platform is accredited by one of the National Work Order / Purchase Order copy Technical Governing Body. and Self-Certificate for project on "Digital Library Project" is defined as those which 6 progress duly certified by Chartered include, as part of scope of work, provision of all of Accountant of confirmation or Proof the following components: Digital Library (with DRM) of software accreditation/s from Solution, including, Library Portal, Mobile App governing bodies. Reader, Remote Access, Common Search Platform, The scope of work should be clearly Cloud Hosting, including commissioning and spelt out and should be in line with the maintenance of the entire solutions. required experience as defined for "Digital Library" in the Work Order / Agreement / Completion Certification from Client. The Bidder should possess at least 3 of the following Certifications including CMMI 5 as mandatory. Which Copy of the valid Certificate on the date 7 are valid at the time of bidding: of submission of the bid. ISO 9001, ISO 27001, ISO 14001, CMMi5 A self-certified letter by the authorized signatory of the Bidder that the Bidder has not been blacklisted A Self Certified letter by an authorized 8 by any Central / State Government/ signatory PSU 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. Non-Disclosure Agreement as 9 Bidder should submit Non-Disclosure Agreement per Annexure x to be submitted duly notarized.

### 4.5.2. Technical Qualification Criteria

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

#	Evaluation Criteria	Total Marks
1	Specific Experience of the Bidder related to the Assignment	35
2	Bidder's Profile	15
3	Approach & Methodology	20
4	Presentation	30
Ov	verall Technical Score	100

**Important:** Qualification criteria for technical evaluation and progression to commercial evaluation stage: Minimum 70% (70 marks) of the overall technical score total.

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

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

### **Detailed Technical Bid Criteria & Evaluation**

#	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required
Α	Specific Experience of the	Bidder related to the	35	
	Assignment		33	
1	Experience in providing "digital library" services with e-content (from publishers) along with eLearning to educational institutions, Panchayati Raj, community libraries	1st eligible project in last 3 years ≥ Rs. 500 lakhs: 7 marks; each additional eligible project: 4 marks; cap at 15 marks within the last 3 years window	15	Detailed Credentials  Copies of Work Orders / Copies of Agreement, For Completed Project  Completion Certificate from client, For Ongoing Project: Self -Certificate for Ongoing project duly certified by Auditor

, ... , ...

2	Relevant experience in completed projects involving includes Digital Rights Management, Mobile App Reader in Panchayati Raj, in the last 3 years.  • For 1st project – 5 marks • additional project (max 2) – 2.5 marks each • cap at 10 marks		10	Detailed Credentials Copies of Work Orders / Copies of Agreement For Completed Project Completion Certificate from client, Work Order Completion certificate (From the client). For Ongoing Project: Self Certificate for Ongoing project duly certified by Auditor
3	User Base of Web-Portal	Relevant user base of similar digital library projects should be: 500,000 registrations in single project – 8 marks;  +1 mark per additional 50,000 users in the same project or across other projects, capped at +2 marks (maximum 10 marks total)	10	Self-Certificate on Bidder's Letterhead
В	B Bidder's Profile		15	
1	Average Annual Turnover of the bidder in last 3		6	Certificate from Statutory Auditor
2	Certification	ISO 9001, ISO 14001, ISO 27001, CMMI-5; minimum 3 certifications with CMMI-5 compulsory; 1 mark per valid certification submitted; cap at 4 marks	4	Copy of Certificate

3	Recognitions	Central/State Government recognitions/awards or patents applied; minimum 2 required; 2.5 marks each; cap at 5 marks	5	Copies of recognition/award letters or patent filing acknowledgements
С	Approach & Methodology		20	
1	Solution	Proposed digital library and eLearning implementation design and approach		Department of Panchayati Raj appointed panel will evaluate the Approach & Methodology Proposals.
2	Platform	The platforms to be used and the methodology for customization according to the requirements of department of Panchayati Raj		Platform descriptions, customization plan, integrations, security/DRM notes
3				Work Breakdown Structure, timelines, dependencies, risk & mitigation plan
4	Innovativeness	Innovativeness of the proposed solution	5	Innovation note with measurable benefits and feasibility
D	Presentation		30	
1	Presentation & Demo	The Department of Panchayati Raj appointed panel will evaluate the technical presentations.	30	Department of Panchayati Raj appointed panel will evaluate the Technical Presentations.

#### 4.5.3. Commercial Bid Evaluation

The bid will be evaluated using Quality and Cost Based Selection process (QCBS) with 70:30 (70% weightage to technical score and 30% weightage to financial score). In the first stage, the Bidder's shall be evaluated for their compliance with the qualification. Based on the evaluation of pre-qualification, the qualified Bidders shall be short-listed for further evaluation. In the second stage, a technical evaluation will be carried out and Technical Scores on the basis of "Technical Evaluation Matrix" will be calculated. The Bidders who score minimum 70% Marks in "Technical Evaluation" criteria (Technically Qualified Bidders) shall be taken for next stage i.e. opening of "Financial Bid". In the third stage, the financial bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder's representatives and financial evaluation will be carried out.

The lowest evaluated Financial Bid (Fm) shall be given the maximum financial score (Sf) of 100. The formula for determining the financial scores of all other bids shall be calculated as follows: Sf = 100 x Fm/F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the bid under consideration. The weights given to the Technical (T) and Financial (P) Bids shall be:

T = 80, and

P = 20

Bids shall be ranked according to their combined scores, calculated using the technical score (St) and financial score (Sf) and the weights as follows: S = St x T% + Sf x P%. The bidder, who has the highest score in the QCBS (Called as H1 Bidder) and shall be called for further process leading to the award of the contract. The bid price will include all taxes as applicable and shall be in Indian Rupees. Prices quoted in the bid must be firm and final, and shall not be subject to any modifications on any account whatsoever. In case of a tie, the bidder having higher technical score will be considered the preferred bidder.

For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties (Including GST).

### 4.6. Appointment of Agency

### 4.6.1. Award Criteria

Purchaser will award the Contract to the successful Bidder (i.e., H1 Bidder) whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

### 4.6.2. 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.

### 4.6.3. 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.

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

#### 4.6.4. Performance Guarantee

- The VENDOR/ SERVICE PROVIDER shall submit a Security Deposit / Performance Guarantee for 3% of total value of the contract within 15 days from the date of acceptance of the Order.
- If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (Plus GST) for each completed calendar week of delay or part thereof on the cost of the order will be deducted from any payments due to the service provider for the delay in submission of BANK Guarantee.
- The total penalty shall be restricted to 5% (as required) (Plus GST) of the total order value.
- Security Deposit shall be submitted by way of DD drawn on the Purchaser payable at Lucknow. Bank Guarantee may be obtained from any of the Scheduled Bank. (BANK GUARANTEE TO BE EXECUTED as per the format ....xx
- Security Deposit/Performance Bank Guarantee shall be valid for five years from the date of acceptance of the purchase order and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.
- The VENDOR/ SERVICE PROVIDER shall be responsible for extending the validity date and claim period of the BANK guarantees as and when it is due, on account of incompletion of the project and warranty period.
- The security deposit / BANK guarantee will be returned to the VENDOR/ SERVICE PROVIDER on completion of Contract period.
- The Purchaser shall invoke the BANK guarantee before the expiry of validity, if work is not completed/non-completion of the project and warranty period and the guarantee is not extended, or if the VENDOR/ SERVICE PROVIDER fails to complete his obligations under the contract. The BANK shall notify the VENDOR/ SERVICE PROVIDER in writing before invoking the BANK

### 4.6.5. Signing of Contract

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

### 4.6.6. 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 Department of Panchayati Raj shall invoke the PBG of the most responsive Bidder.

### 4.7. Fraud and Corrupt Practices

a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner

whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

- b) Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Hardware Supplier shall not be eligible to participate in any Tender or RFP issued by the Purchaser during a period of years from the date such Bidder or Hardware Supplier, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 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;
  - "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.

#### 4.8. 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.

### 4.9. Terms and Conditions: Post Award of Contract

#### 4.9.1. Termination Clause

### 4.9.1.1. 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
- 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. 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.
- vi. 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.
- vii. 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.

### 4.9.1.2. Consequences of Termination

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

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### 4.9.1.3. Liquidated Damages

- a) Notwithstanding Purchaser's right to cancel the order, liquidated damages for late delivery at 0.5% of the undelivered portion of order value per week or part thereof will be charged for every week's delay in the specified delivery schedule for e.g. If IoT device is delivered but delivery of power cord, to be supplied along with IoT device, is delayed then LD would be calculated on the total cost of the IoT device and not on the cost of the power cord alone.
- b) Liquidated damages for late commissioning at 0.5% of the order value per week or part thereof will be charged for every week's delay in commissioning
- c) 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.
- d) The overall Liquidated Damages that can be collected by the Purchaser shall be only to the extent of maximum of 10% of the Total Cost of the Project.

### 4.10. Acceptance Tests

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

### 4.11. Audit by Third Party

Purchaser at its discretion may appoint third party for auditing the services and SUPPLY OF HARDWARES of entire services provided to the Purchaser

#### 4.12. Penalty

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

### 4.13. Dispute Resolution Mechanism

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

a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of

the dispute within seven (7) days of receipt of the notice.

b) The matter will be referred for negotiation between and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

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

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this Tender document. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### 4.14. 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.

### 4.15. 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, epidemics and pandemics
- 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.

#### 4.16. 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. Scope of Work – Digital Library Solution for Department of Panchayati Raj (Part 2)

### 5.1. Objective of the Assignment

The department of Panchayati Raj, (hereinafter referred to as the 'Purchaser setup to implement the digital library project in 11350 Gram panchayats in the state of Uttar Pradesh).

The primary objective of this assignment is to increase the digitization in Gram Panchayats in Uttar Pradesh and enhance to reach and access of library and knowledge to the citizens of Uttar Pradesh. The scope of the Digital Library System shall be as under:

The Digital Library solution shall be designed as a cloud-based system delivering academic and non-academic e-content such as eBooks, concept & educational videos, skilling courses, quiz & mock tests for diverse user groups: students (classes 5 to 12, undergraduate, postgraduate), youth, women, senior citizens, and children. Content delivery shall be multilingual (Hindi and English).

- **1. User Registration:** The online user registration process should follow the standard location specific library process of user validation and library membership subscription.
- **2. Platform:** To provide cloud based integrated digital library & eLearning platform to offer multiple publisher's content in various digital formats.
- **3. Features:** To provide user friendly and state of the art features in digital including but not limited to Personalization, highlighting of text, text to speech, Zoom In/Out and search, notes, course certifications, reading & learning progress dashboard, chatbot for FAQs and subject queries, etc.
- **4. Test Prep platform:** To provide online platform to learn, prepare and take mock tests for major Competitive Exams (IT-JEE, NEET, NTSE/Olympiads, SSC, Banking, UPSC, UPPSC, Defence, Police, and other competitive exams), so as to enable students to take online tests and practice concepts learnt by them and downloadable statistical reports (user-wise, test-wise, location-wise)
- **5. Assessment:** The Test Preparation platform should be able to provide instant assessment to students after taking test. It should also have capabilities of give analytics and suggestions to students based on their scores. Assessment for skilling courses to be provided online for certification. Certificates should be downloadable.
- **6. Cloud based hosting & support:** The cloud-based hosting and support to provide better and seamless access to all the members of Libraries.
- **7. Multimedia Support:** The digital library platform should also be able to demonstrate and play embedded video lessons for the better learning of the students.
- 8. Support large user base: The Digital Library Platform should be capable of handling up to 3 Crore users.
- **9. Multidevice & DRM based platform:** The Digital Library Platform should have inbuilt proprietary DRM, eReader and Player modules that allows to access digital content online through devices like computers, laptops, smart phone etc. and also through a dedicated Gram Panchayat Digital Library Mobile App.
- **10. Additional Learning Tools:** The Digital Library Platform Shall Inbuilt dictionary, calculator, log tables, maps, planning utilities, AI-based notes generation, surveys, FAQs, reminders, and weak-area identification with suggested resources.

- **11. Content:** Curate academic and non-academic digital content for all age groups, including e-books, videos, presentations, and test-preparation materials, forming a complete e-learning repository
- **12. Employability Features:** Platform should list out skill-wise self-paced courses with assessment and certification. The application should be integrated with private job listing and ability to integrate with Government employment exchanges. To enable youth to prepare for employment tests and interviews, mock tests to be provided in the platform.
- **13. Women empowerment related:** Digital library shall provide for digital and financial literacy courses in general and provide for women focused development content such as language skills, vocational skills, entrepreneurship, health care and positivity in the family, grievance and remedies for women facing challenges, etc.
- **14. Analytics and Dashboard:** Exhaustive list of reports customized to each of the Gram Panchayat under the project and consolidated reports and analytics shall be provided for the Department's Dashboard. The same, as requested by the Department, shall be integrated with the e-Governance or any other state government dashboard for state / project performance review.
- **15. Announcements and department updates:** Centralized feature of pushing announcements and department news etc. that is visible in each of the GP libraries.
- **16. Competitive Exams & Content Requirements:** The platform shall provide comprehensive coverage for SSC (GD, CHSL, CGL, MTS), JEE, NEET, NDA, PCS/UPPSC, UPSC, UP-PRPB (UP Police), RRB (NTPC, Group D, ALP), IBPS/SBI Clerk/PO, TET/CTET/Teacher Recruitment, and Army/Defence entries with full content bundles including syllabus and patterns, NCERT and reference e-books, subject notes, topic-wise question banks, solved papers, previous year papers, mock test series, current affairs digests, essay/précis practice, and video lectures, available in PDF/ePub/MP4/MP3 and interactive mock-test apps, in Hindi and English languages.
- **17. News and Periodicals (Newspapers, Journals, Magazines**): Under the General Knowledge category, the platform shall provide daily news capsules, e-magazines, journals, and digital newspaper editions to support broad awareness and competitive-exam preparation, available in PDF text formats with multilingual delivery for students, aspirants, and adults.

### **Technical Requirements (Part 2):**

Solution providers are required to fulfil all the mentioned criteria in the document in addition to meeting the following requirements – technical and general.

- 1. Should provide Dual Language Support (Hindi and English)
- 2. Copyrighted content provided to be curated as per user requirements and should be easily accessible in the platform.
- 3. DRM Protection of eBooks so that users cannot copy/circulate the content to unauthorized users.
- 4. Digital Library Solution should provide content repository to upload, store, search and disseminate both DRM protected and DRM free content.
- 5. Digital Library Solution should provide standardized resource catalogue with the ability to search & personalize all the Content available in the library including e-Books, Videos, Journals, etc.
- 6. Digital Library Portal/Website/Mobile should be provided with customized look and feel and the ability for the users to login in to their respective Gram panchayat library.
- 7. Digital Library Solution should provide Mobile eLibrary App supporting multi-format content for users to

consume all the content available in the Digital Library.

- 8. Digital Library Solution should provide complete user analytics which includes registered users, logins, content accessed, sessions, content usage report, etc
- 9. Digital Library Solution should provide Self-service Administration Dashboard Which Digital Library Solution should provide 24\*7 access to Library Content anywhere, anytime.
- 10. Digital Library Solution should provide for placeholder in their application and up to 1 TB of cloud storage for the local content uploading by the Department of Panchayati Raj
- 11. Digital Library should have in-built capability to support remote access of premium subscription content from various publishers
- 12. The portal should be capable of supporting 10,000 -concurrent logins and up to 100 lakhs user registrations.
- 13. Provide a Library portal and mobile application that provides users an organized list of the entire catalog of the digital library including newspapers, magazines, eBooks, concept videos, skilling courses, ejournals, mock tests, etc. The library portal and mobile app must carry the logo, colors and the name of the department and information on respective GP Library.
- 14. E-Resources for the library Digital books, Video books, e-Courses, e-journals, including both copyrighted and open access with subscription for 5 years.
- 15. Provide access to open access e-Books and other e-Resources separately in the library portal.
- 16. Provide the digital content in such a manner so that the users get a seamless, unrestricted and continuous access to the content from a single interface so that the said content can be accessed seamlessly through the respective Gram Panchayat login.
- 17. Provide IoT device based digital library facility at Gram Panchayat Libraries where internet connectivity is not stable. Such device should have the capability to connect up to 10 devices (computers / mobile phones) without internet or cable within a range of 20 meters. And should be able to sync up with cloud servers (while connected to internet via mobile hotspot or broadband) for dashboard updates. Specifications of the same are specified in Annexure 2.
- 18. Provide a common search platform and related interface capable of conducting a comprehensive search and retrieving information from all content using the Digital Library Portal and Mobile App and has the following features but not limited to:
  - a. searching in full text.
  - b. searching in title.
  - c. searching by author name.
  - d. searching by date of publication.
  - e. searching by subject.
- 19. Provide a facility for user to browse and filter the content in the following manner:
  - a. By Subject
  - b. By Author
  - c. By Publisher
  - d. By Collection
  - e. By Format
  - f. By Language
- 20. To provide facility for viewing daily/weekly/monthly reports containing analysis about, among other things, the usage and the pattern of usage.

### 5.2. Objectives of Gram Panchayat Digital Library System

- **5.2.1.** Secure access to a Digital Library web portal and mobile application with a common search platform (CSP) and the related interface that makes available all the subscribed copyrighted e-Content: e-books, videos, e-journals, mock tests, courses, etc. over the internet to users of Gram Panchayat Library.
- **5.2.2.** To provide access to open access e-Books and other e-Resources through the library portal.

- **5.2.3.** Web-based and app-based remote access to subscribed users of the Digital Library.
- **5.2.4.** Enhancing the in-house reading facility at and the importance of Gram Panchayat Libraries.
- **5.2.5.** Increase the access to digital learning to students and youth

#### 5.3. Services

The scope described in this RFP document is a single responsibility turnkey job of subscription to digital library application, content and mobile app, SUPPLY OF HARDWARE and maintenance for 5 years including renewal of licenses (if any) for all relevant software applications and e-Content from the date of Go-Live. The selected agency will be required to provide services including but not limited to the following:

- A. Supply of relevant Hardware & Software (including customization) and its installation, configuration, testing, commissioning, Operation & maintenance at Gram Panchayat Libraries under Department of Panchayati Raj. The selected bidder shall be responsible to provide, maintain and service the complete software setup in the library during the contract period. A list of software is provided in Annexure 1 and the technical / functional specifications is placed in Annexure 2.
- B. Subscription and customized Digital Library Solution shall be activated by the selected agency with prior approval on the design requirements from the Authority or its nominated agency. The Digital Library Solution should be compatible on all types of internet browsers. The software should support multiple languages backend User Rights Management panel for Admin shall be developed / customized to manage users' access to e-Library.
- C. Open access publications should be made available platform free of cost and in a consolidated manner.
- D. Provision of Digital Library Mobile App for Gram Panchayat Library Users.
- E. The Digital Library Solution must be integrated with the e-resources repository of central and state governments such as National Virtual Library of India and National Digital Library of India. Approvals, if any required, would be requested and provided by Department
- F. Subscription and Maintenance of the Digital Library Solution for a period of 5 years from the date of Go- Live of all components of the Digital Library Solution, including documentation, upgradation, setting up of helpdesk facility for library staff for day-to-day use of the solution, etc.
- G. Hands-on training to all librarians / designated persons of the Department of Panchayati Raj shall be provided virtually along with training videos and usage manuals. Onsite training shall be provided at Lucknow (headquarters) at the start of the project and once in every 6 months.

#### **5.3.1.** e-Content Subscription:

- a. e-Content Provide 10000 copyrighted econtent in multiple formats such as eBooks, Videos, eJournals, Courses, etc. in Hindi and English, specifically mapped to state school syllabus, reference materials for college students, employability, technical and vocational skill courses for youth, leisure reads, content for women empowerment, digital and financial literacy and UNSDG Educational content.
- b. A repository of 10,000 questions for quiz and mock tests for various competitive exams. 10000 numbers of proprietary e-content, from multi-disciplinary publishers to be provided in the platform that supports DRM, allows reading of the book in offline as well as online mode.
- c. The DRM should prohibit download, email, sharing and printing of the book.
- d. The specific titles of the e-Books and the subject-wise numbers will be concluded in consultation with

the Department of Panchayati Raj, Government of Uttar Pradesh.

e. The bidder should supply to the department, a catalogue of copyrights of books held by them and proposed for the Project.

### **5.3.2.** Technology to Access these e-resources

- a. Single Search Function A single search box facilitating search of all the contents available in the library through one interface. It should also be able to retrieve results from other e-resources subscribed by the Panchayati Raj. All the search results from all the sources should be presented in a single interface. The search option should have basic, advanced and filter-based search criteria.
- b. Remote Authentication Solution The users of the Gram Panchayat library should be able to access all the e-resources available in the library remotely with the help of a user ID and password. The landing page of the remote access solution should be the digital library interface.

### **5.3.3.** Hosting of Digital Library Solution & Network Connectivity to Library

- a. Cloud service will be provided by the bidder
- b. Adequate storage space for hosting digital content should be made available on the cloud
- c. Cloud service should provide for automatic scaling of the bandwidth, storage and usage.
- d. Internet connectivity at locations will be provided by the Department
- e. oT based connectivity devices to be provided at locations by the bidder identified by the Department where internet connectivity is not stable or where the backup is required. Such devices should be the proprietary device of the bidder.

### **5.3.4.** Capacity Building/Training

The selected bidder shall be required to provide hands-on training to the Gram Panchayat Librarians and designated users of the department of Panchayati Raj to make them well conversant with the functionalities, features, processes built in the system. The selected bidder needs to carry out the following as part of the training and capacity building activity:

- 1. Developing the training content The selected bidder shall ensure that the training content is relevant to the target trainees depending on their roles. The selected bidder shall submit the training content to the department of Panchayati Raj for approval. It shall be submitted at least three weeks in advance before conduction of the training. The successful bidder shall incorporate review comments and implement the changes on the training content provided by the department of Panchayati Raj.
- 2. Training Mode and Frequency Onsite training shall be conducted at the start of the project at the Department headquarters and followed by another training every 6 months. Virtual training through Google meet or teams or any other facility shall be conducted every day in the first 3 months with multiple sessions to cover all the librarians. From 4th month onwards such virtual trainings will be conducted once a month.
- 3. Prepare Training Schedule A detailed training schedule will be prepared by the successful bidder after consultation and approval from the Department of Panchayati Raj. Any update in the training schedule shall require approval by the department of Panchayati Raj before the conduction of training
  - a. The batch wise number of librarians to be trained in each session shall be shared by the department of Panchayati Raj.
  - b. The successful bidder needs to submit training completion report at end each session (onsite and virtual)
  - c. The cost of trainer provided by the selected bidder for conducting the training shall be borne by the

selected bidder.

- d. Providing hard copies of training material to participants shall be responsibility of selected bidder
- 4. Language for Delivery of Training -The mode of training delivery shall be in Hindi and English.

#### 5.4. Timelines

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

SI. No.	Activity / Component	Timelines
1	Issuance of Letter of Award / Intent	A
	Submission of Performance Bank Guarantee and Signing of Contract Agreement	A+2weeks = T
3	Supply of hardware and fixtures	T+8weeks
1 4	Release Digital Library & eLearning Software application, Mobile App and content for UAT	T+12 weeks
5	Go-Live	T+14 weeks = T <sub>1</sub>
6	Operation & Maintenance	T <sub>1</sub> +60months

### 5.5. Deliverables

The following deliverables are expected from the selected bidder:

SI. No.	Deliverable	Timelines (T = Signing of Agreement)
1	Finalized technical document with customization for Gram Panchayat Digital Library & E-Learning System	T+3 weeks
2	Delivery/Activation Report of all hardware components &	T+12 weeks
	Cloud based digital library application and mobile app with	
3	content	T+12 weeks
4	UAT Test Report	T+15 weeks
5	Go-Live Report	T+18 weeks = T <sub>1</sub>
6	Monthly Reports for operation & Maintenance Phase	Every month after Go-Live for 60 months

### 5.6. Right to alter Quantities

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

## 5.7. Payment Procedure and Terms

### **5.7.1.** Paying Authority

The payments as per the Payment Schedule covered herein shall be paid by the purchaser, department of Panchayati Raj. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running and service report.

### **5.7.2.** Payment Schedules

S. No.	Payment Percentage	Payment Milestone
1	30% of the Digital Library Software and e-content subscription cost along with applicable taxes	On UAT release of the digital library software application (Web application) along with e-content. Application should be hosted in staging server and staging URL with access credential to be shared.
2	20% of the Digital Library Software and e-content subscription cost along with applicable taxes	On UAT release of digital library mobile app in google play store (Android) and Appstore (iOS).  App should be visible and accessible from google and app store
3	50% of the Digital Library Software and e-content subscription cost along with applicable taxes	On go-live. Digital library application should be moved to production server based on the go-live letter issued by the department.
4	100% of the Hardware cost along with applicable taxes	On successful delivery and activation of the devices at location. Delivery note / receipt acknowledgement / activation details of the devices from each of the location.
5	Year 1 Operation & Maintenance Cost along with applicable taxes	To be paid in 4 quarterly instalments at the start of each quarter from the date of Go-Live.
5	Year 2 Operation & Maintenance Cost along with applicable taxes	To be paid in 4 quarterly instalments at the start of each quarter
7	Year 3 S Operation & Maintenance Cost along with applicable taxes	To be paid in 4 quarterly instalments at the start of each quarter
8	Year 4 Operation & Maintenance Cost along with applicable taxes	To be paid in 4 quarterly instalments at the start of each quarter
9	Year 5 Operation & Maintenance Cost along with applicable taxes	To be paid in 4 quarterly instalments at the start of each quarter

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### 5.8. Implementation and operation of SLAs

### **5.8.1.** Implementation of SLAs

SI. No.	Milestone	Deliverables	Actual Timeline	Basis of measurement	Violation of Service	Deductions / Penalty	
1	Submissionn of PBG	Performance Bank Guarantee for 5% of total contract value (excluding Taxes)	15 Days = T <sub>0</sub>	Submission of Performance Bank Guarantee	More than 15 Days	Termination of the LOI / Work Order issued	
2	Delivery, Customization of , Software and e-Content						
	Completion of Delivery and activation of the hardware	Delivery, & activation	T <sub>0</sub> +8 Weeks	Commissioning Completion	Submission after T₀+	0.5 % of the Hardware milestone payment for every week of delay up to a maximum penalty of 10% of the total milestone	
3	Go Live	Go Live					
	Go-Live of the project	Go-Live Report	T <sub>0</sub> +16 Weeks	Submission of Go-Live Report for all components	Submission after T <sub>0</sub> + 16 Weeks 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	

Note: The Overall Penalty / Liquidated Damage shall not be more than 10% of the Total Cost of Project (TCV)

### **5.8.2.** SUPPLY OF Hardware SLAs

All breakdown calls are to be resolved as per the details given below:

Location	Resolution time		
	Within 36 hrs. from the time of compliant registered.		
Identified Gram Panchayat Libraries under the Dept. of Panchayati Raj, Uttar Pradesh	All critical issues to be resolved within 12 hours. Critical means the digital library software (Web / Mobile) is not available to the members		

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

The breakdown penalties are as mentioned below:

within specified time period from the time of compliant registered	No Penalty
Not resolved within 48 hours	@ Rs.100/- per completed hour from the time of intimation till resolved
Not resolved after the first 48 hours	@ Rs.5000/- per day there after till

- 1. Maximum penalty is restricted to 10% of the Quarterly maintenance value
- 2. The penalties as above will be recovered from any payment due to the Successful Bidder.

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### Annexure 1: Indicative Functional Requirements of the Digital Library Solution

- 1. User Registration: The online user registration process should follow the standard location specific library process of user validation and library membership subscription.
- 2. Platform: To provide cloud based integrated digital library & eLearning platform to offer multiple publisher's content in various digital formats.
- 3. Features: To provide user friendly and state of the art features in digital including but not limited to Personalization, highlighting of text, text to speech, Zoom In/Out and search, notes, course certifications, reading & learning progress dashboard, chatbot for FAQs and subject queries, etc.
- 4. Test Prep platform: To provide online mock test platform for competitive exams such IIT-JEE/NEET, NTSE/Olympiads, Academics quiz to assess the understanding and practice / prepare for actual exams. Quiz hour on special occasions such as Independence Day / library day, etc. Quiz hour can be scheduled by respective GP librarian for his/her specific library or the department can schedule for the all or specific GP libraries. User-wise and test-wise / location-wise reports should be available to download.
- 5. Assessment: The Test Preparation platform should be able to provide instant assessment to students after taking test. It should also have capabilities of give analytics and suggestions to students based on their scores.

  Assessment for skilling courses to be provided online for certification. Certificates should be downloadable.
- 6. Cloud based hosting & support: The cloud-based hosting and support to provide better and seamless access to all the members of Libraries.
- 7. Multimedia Support: The digital library platform should also be able to demonstrate and play embedded video lessons for the better learning of the students.
- 8. Support large user base: The Digital Library Platform should be capable of handling up to 1 Crore users.
- 9. Multidevice & DRM based platform: The Digital Library Platform should have inbuilt proprietary DRM, eReader and Player modules that allows to access digital content online through devices like computers, laptops, smart phone etc. and also through a dedicated Gram Panchayat Digital Library Mobile App.
- 10. Additional Learning Tools: The Digital Library Platform shall have inbuilt learning tools Dictionary, Calculator, Log tables, Maps, Study Plans, Survey, Artificial Intelligence (AI) based notes preparation, query corner, FAQs, Personalization and alerts. The students should be able to learn from text books, concept videos and able to take quiz for understanding and the platform should have the intelligence to identify the weak areas and indicate remedial content.
- 11. Content: Academic and Non- Academic E-Content for people of all age group and other Digital Content like Video, presentations and Test Preparation content for students to prepare better for exams. Namely e-books and complete e-learning content.
- 12. Employability Features: Platform should list out skill-wise self-paced courses with assessment and certification. The application should be integrated with private job listing and ability to integrate with Government employment exchanges. To enable youth to prepare for employment tests and interviews, mock tests to be provided in the platform.
- 13. Women empowerment related: Digital library shall provide for digital and financial literacy courses in general and provide for women focused development content such as language skills, vocational skills, entrepreneurship, health care and positivity in the family, grievance and remedies for women facing challenges, etc
- 14. Analytics and Dashboard: Exhaustive list of reports customized to each of the Gram Panchayat under the project and consolidated reports and analytics shall be provided for the Department's Dashboard. The same, as requested by the Department, shall be integrated with the e-Governance or any other state government dashboard for state / project performance review.
- 15. Announcements and department updates: Centralized feature of pushing announcements and department news etc. that is visible in each of the GP libraries.
- 16. Should provide Dual Language Support (Hindi and English)

- 17. Copyrighted content provided to be curated as per user requirements and should be easily accessible in the
- 18. DRM Protection of eBooks so that users cannot copy/circulate the content to unauthorized users.
- 19. Digital Library Solution should provide content repository to upload, store, search and disseminate both DRM protected and DRM free content.
- 20. Digital Library Solution should provide standardized resource catalogue with the ability to search & personalize all the Content available in the library including e-Books, Videos, Journals, etc.
- 21. Digital Library Portal/Website/Mobile should be provided with customized look and feel and the ability for the users to login in to their respective Gram panchayat library.
- 22. Digital Library Solution should provide Mobile library App supporting multi-format content for users to consume all the content available in the Digital Library.
- 23. Digital Library Solution should provide complete user analytics which includes registered users, logins, content accessed, sessions, content usage report, etc.
- 24. Digital Library Solution should provide Self-service Administration Dashboard Which Digital Library Solution should provide 24\*7 access to Library Content anywhere, anytime.
- 25. Digital Library Solution should provide for placeholder in their application and up to 500GB of cloud storage for the local content uploading by the Department of Panchayati Raj
- 26. Digital Library should have in-built capability to support remote access of premium subscription content from various publishers
- 27. The portal should be capable of supporting 10,000 concurrent logins and up to One Crore User registrations.
- 28. Provide a Library portal and mobile application that provides users an organized list of the entire catalog of the digital library including eBooks, concept videos, skilling courses, eJournals, mock tests, etc. The library portal and mobile app must carry the logo, colors and the name of the department and information on respective GP
- 29.E-Resources for the library Digital books, Video books, e-Courses, e-journals, including both copyrighted and open access with subscription for 3 years.
- 30. Provide access to open access e-Books and other e-Resources separately in the library portal.
- 31. Provide the digital content in such a manner so that the users get a seamless, unrestricted and continuous access to the content from a single interface so that the said content can be accessed seamlessly through the respective Gram Panchayat login.
- 32. Provide IoT device based digital library facility at Gram Panchayat Libraries where internet connectivity is not stable. Such device should have the capability to connect up to 10 devices (computers / mobile phones) without internet or cable within a range of 20 meters. And should be able to sync up with cloud servers (while connected to internet via mobile hotspot or broadband) for dashboard updates. Specifications of the same are specified in Annexure 2.
- 33. Provide a common search platform and related interface capable of conducting a comprehensive search and retrieving information from all content using the Digital Library Portal and Mobile App and has the following features but not limited to:
  - i. searching in full text.
  - ii. searching in title.

platform.

- iii. searching by author name.
- iv. searching by date of publication.
- v. searching by subject.
- 34. Provide a facility for user to browse and filter the content in the following manner:
  - i. By Subject
  - ii. By Author
  - iii. By Publisher
  - iv. By Collection

- - v. By Format
  - vi. By Language
- 35. To provide facility for viewing daily/weekly/monthly reports containing analysis about, among other things, the usage and the pattern of usage.
- 36. Secure access to a Digital Library web portal and mobile application with a common search platform (CSP) and the related interface that makes available all the subscribed copyrighted e-Content: e-books, videos, e-journals, mock tests, courses, etc over the internet to users of Gram Panchayat Library.
- 37. To provide access to open access e-Books and other e-Resources through the library portal.
- 38. Web-based and app-based remote access to subscribed users of the Digital Library.
- 39. Enhancing the in-house reading facility at and the importance of Gram Panchayat Libraries.
- 40. Increase the access to digital learning to students and youth

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Annexure 2: Technical Specifications for Hardware – IOT Digital library device

SI. No.	Description	Specifications
1	Processer	Broadcom BCM2837 64bit ARMv7 Quad Core Processor powered Single Board Computer running at 1.2GHz
2	RAM	1GB
3	Wi-Fi Specs	2.4Ghz / 5Ghz Wi-Fi Hotspot
4	Storage	128 GB
5	Operating System	Linux
6	Application	Digital library & eLearning Application
7	Access Interface	Wi-Fi
8	Max number of computers or mobiles connection	10
9	Wi-Fi coverage area (meters)**	25
10	Power	12v-2amp

- a. Device should be pre-loaded with digital library application and location-based activation code. At least 3000 of the selected content should be available in the device. Device should allow user id-based login and store & sync usage analytics in the cloud servers.
- b. Admin of the location should be able to download the reports from the device.

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#### Annexure 3: Pre-Qualification & Technical Bid Templates

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

Pre-Qualification Bid & Technical Proposal shall comprise of following forms: Forms to be used in Pre-Qualification Proposal

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

### Form 4: Letter of Proposal

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

#### Annexure 3.1 - 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)

SI. No	Basic Requirement	Required	Compliance	Reference & Page Number
1	Document Fee	Online Payment	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	Bidder should be a registered company incorporated in India under Indian Companies Act 1956/2013 .	Certificate of Incorporation in / Registration Certificate Copy of the PAN Card Copy of GST Registration Certificate List of Offices in India	Yes / No	

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5	Bidder should hold valid rights from the publishers to supply digital content from at least 30 leading publishers and out of which minimum 3 should be in Hindi. The bidder should be authorized to supply content in English, Hindi, and Hindi languages	The bidder should enclose the list of publisher's rights held by them along the date of agreement and validity period.	Yes / No	
6	Bidder should have an Aggregate Turnover of at least Rs. 7 Crores in the last three years in relevant business only.	Certificate from Statutory Auditor. Copy of Audited Financial Statements	Yes / No	
7	Bidder shall have positive net worth as on date of submission of the bid.	Net Worth Certificate from Chartered Accountant.	Yes / No	
8	Bidder must have successfully completed at least Three number of Digital library projects in State Governments. in the last 3 years with project value of not less than Rs. 500 Lakhs with user registration of 500,000+ for any 1 project. Number of Digital library projects in State Governments. in the last 3 years with project value of not less than Rs. 500 Lakhs with user registration of 500,000+ for any 1 project. "Digital Library Project" is defined as those which include, as part of scope of work, provision of all of the following components:  Digital Library (with DRM) Solution, including, Library Portal, Mobile App Reader, Remote Access, Common Search Platform, Cloud Hosting, including commissioning and maintenance of the entire solutions. And such Digital Library software platform should have been accredited by at least 1 National Technical governing body.	For Completed Project Work Orders or Completion Certificate from client. For Ongoing Project: Self-Certificate for project on progress duly certified by Auditor. Letter of confirmation or Proof of software accreditations from governing bodies The scope of work should be clearly spelt out and should be in line with the required experience as defined for "Digital Library" in the Work Order / Agreement / Completion Certification from Client.	Yes / No	

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9	The Bidder should possess at least 3 of the following Certifications including CMMI5 as compulsory. Which are valid at the time of bidding's 9001, ISO 27001, ISO 14001, CMMi5	Copy of the Certificates	Yes / No	
10	A self-certified letter by the authorized signatory of the Bidder that the Bidder has not been blacklisted by any Central / State Government/ PSU 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	Yes / No	

# Annexure 3.2 - Form 2: Particulars of the Bidder

SI. No	Information Sought	Details to be Furnished
1	Name and Address of the Bidding Company Address of the Corporate Office Address of the Registered Office	
2	Constitution (public limited / private limited company)	
3	Date of Incorporation and / or Commencement of Business (in case of Public Limited Companies)	
4	ROC Reference No.	
5	Whether registered as MSE for the item under RFP? (Proof of registration as MSE to be attached in case EMD exemption is sought)	
6	Details of registration with appropriate authorities for GST	
7	Details of IT PAN registration of the Company	
8	Details of Bank account details of the company Name of the Bank Branch Type of Bank Account (Current / OD / CC account) Account No. Address of the Bank IFSC Code of the Bank	
9	Name, Address, email, Phone nos. and Mobile Number of Primary Contact Person (attach Power of attorney or Board resolution in favor of the authorized person)	
10	Name, Address, email, Phone nos. and Mobile Number of Secondary Contact Person	
11	Firm / Company Website address	

## Annexure 3.3 - Form 3: Letter of Proposal (in the letter head of the bidder)

То:	
<location, date=""> <name> <designation> <address></address></designation></name></location,>	
Subject: Submission of the REF: Dear Sir/Madam,	ne Technical bid for <name assignment="" of="" the=""></name>
duly acknowledged and sand we, the undersigned	bove-mentioned tender document including all annexures the receipt of which is hereby subsequent pre-bid clarifications/modifications/amendments, if any, furnished by the Bank, offer for subject items are in conformity with the said tender in accordance with the ted in the commercial offer and made part of this offer.
•	orized to sign on behalf of the Bidder Company and the necessary supporting documents is enclosed to this letter.
	the undersigned, offer to provide digital library & eLearning software application pyrighted content subscription and supply of hardware and maintenance of the project for

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.

a period of 3 years as per the subject Request for Proposal We are hereby submitting our Proposal, which includes

the technical bid and the Financial Bid sealed in a separate envelope/s.

We undertake, if our Proposal is accepted, we undertake to complete the formalities of deliverables as per RFP for Software/Hardware/Solution/Services and initiate the implementation services as per timelines mentioned in the RFP during the entire period of contract.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP and agree to abide by this offer till 90 days from the date of submission of Bid document.

All the details mentioned by us are true and correct and if the Department observes any misrepresentation of facts on any matter at any stage, the Department has the absolute right to reject the proposal and disqualify us from the selection process. The Department reserves the right to verify /evaluate the claims made by the Bidder independently.

We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Department will have the right to disqualify us in case of any such deviations.

We hereby undertake that we have not been blacklisted/debarred by any Scheduled Commercial Banks/Public Sector Undertakings/Government Entities in India as on date.

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:

Annexure 3.4 - Form 4: Compliance Sheet for Hardware, Software & Other services

(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)

SI. No.	Specific Requirement	Proposed Hardware / Software /Equipment	Version & Year of Release & EOL expected	O&M Support (Warranty/ATS/:as per RFP)	OEM	Features mandated in RFP [to be filled by Purchaser]	Features mandated in RFP [to be filled by Purchaser]
1		Provide the Product Name or fill Custom Built, in case of a new development			MAF is mandatory		

# Annexure 3.5 - Form 5: Compliance Sheet for Technical Evaluation Criteria

#	Criteria Category	Evaluation Criterion Details	Compliance (Yes/No)	Reference Page. No.
Α	Specific Experience of the Bidder	related to the Assignment		
1	Experience in providing "digital library" services with e-content (from publishers) along with eLearning to educational institutions, Panchayati Raj, community libraries	Relevant experience in implementation of Digital Library applications in last 3 years with value of project greater than Rs.500 lakhs. implementation of Digital Library applications in last 3 years with value of project greater than Rs.500 lakhs  1 project – 7marks Additional projects – 4 marks		
2	Experience in digital library solutions including DRM platform, App Reader etc.	Relevant experience in completed projects involving includes Digital Rights Management, Mobile App Reader in Panchayati Raj, in the last 3 years.  • For 1st project – 5 marks  • additional project (max 2) – 2.5 marks each		
3	User Base of Web-Portal	Relevant user base of similar digital library projects should be: More than 500,000 registrations in single project — 8 marks Additional each 50,000 Users in the same project — 1 mark (max.1Lakh users)		
В	Bidder's Profile			
1	Financial Capability	Aggregate Annual Turnover of the bidder in last 3 years >7 Cr: 4 marks 7 Cr to 10 Crs: 5 marks More than 10 Cr: 6 marks		

ISO 9001, ISO 14001, ISO 27001, CMMi5 certification (minimum 3 2 Certification certification with CMMI5 as compulsory) - 1 mark for each Central or state government recognitions / awards or patents 3 Recognitions applied for. Minimum 2 to be provided - 2.5 marks for each C **Approach & Methodology** Proposed digital library and 1 Solution eLearning implementation design and approach The platforms to be used and the methodology for customization **Platforms** 2 according to the requirements of department of Panchayati Raj 3 Work Plan Proposed Work plan Innovativeness of the proposed 4 Innovativeness solution D Presentation The Department of Panchayati Presentation & Demo Raj appointed panel will evaluate 1 the technical presentations.

## Annexure 3.6 - Form 6: Bidder's Experience

## LIST OF CITATIONS / EXPERIENCE

#	ASSIGNMENT NAME/& BRIEF DESCRIPTION OF MAIN DELIVERABLES/ OUTPUTS	 CONTRACT VALUE /	THE	CITATI ON REF. PG. NO.

## Annexure 3.7 - Form 7: Approach & Methodology

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

Suggested structure of your Technical Proposal:

- Technical Approach & Methodology
- Solution Design
- Awareness & Communication Plan
- Work Plan
- Innovative ideas to enhance citizen experience in the department of Panchayati Raj

# Annexure 3.8 - Form 8: Format for Taxes

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.

	I	
SI.	Description	GST Tax %
No.		
	{Insert Line items as per BoQ}	
	{Additional line Items}	

#### Annexure 3.9 - Form 9: Details of Additional Components Mentioned as "Others" in the BOQ

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.

SI.	Section No. (as per e-	Description	Unit of Measurement	Qty.
No.	Procurement Price			
	Bid)			
IMPLE	MENTATION BOQ ("Othe	ers" line item Capex Price Bid Format)		
1		ltem 1		
2		ltem 2		
3		Item 3		
4		Item 4		
5		ltem 5		
6		ltem 6		
SUPPLY	Y OF HARDWARE & MAII	NTENANCE BOQ ("Others" line-item ye	ar-wise in OPEX Price Bid F	ormat)
1		ltem 7		
2		ltem 8		
3		ltem 9		
4		ltem 10		
5		ltem 11		
6		Item 12		

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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# Annexure 4: Commercial Proposal Templates

The Bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal. Form C1: Commercial Bid Template

# Annexure 4.1: Form C1: Commercial Bid Template ONLY FOR REFERENCE

Table 1: Hardware

Sl. No	Items	Qty. (in No)	Unit Rate without GST (INR)	Total Price Exclusive of GST (INR) (A)
1	2	3	4	5 = 4 X 3
1	IOT Device for offline Content Access	To be decided		

Table 2: Software & Digital Content

SI. No	Items	Qty. (in No)	Unit Rate without GST (INR)	Total Price Exclusive of GST (INR) (B)
1	2	3	4	5 = 4 X 3
1	3 years project cost towards subscription to Digital Library Software Application with cloud hosting, mobile app access (Android & iOT), Remote Access authentication, 10000 copyrighted e-content (eBooks, Videos, eJournals, Course videos), 10000 mock test questions for competitive exams, academics and employability including training	11350		

SI. No	Items	Qty. (in No)	Unit Rate without GST (INR)	Total Price Exclusive of GST (INR)
1	2	3	4	5 = 4 X 3
	CAPEX (A + B)			

#### Table 3: Operating Cost for 5 Years

Sl. No.	Component	Qty.	Unit Rate without GST (INR)	Total Price Exclusive of GST(INR)
1	Annual technical support charges (ATS) for year 1	1		
2	Annual technical support charges (ATS) for year 2	1		
3	Annual technical support charges (ATS) for year 3	1		
4	Annual technical support charges (ATS) for year 3	1		
5	Annual technical support charges (ATS) for year 3	1		

Sl. No.	Component	Total Price Exclusive of GST (INR)
1	Total Cost of Table 1	
2	Total Cost of Table 2	
3	Total Cost of Table 3	
	Total Cost of Project	

#### Note:

- Prices should be quoted as indicated in the above table.
- Prices should be quoted exclusive of Taxes. Applicable taxes shall be paid extra. Currently GST being 18%.
- 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.
- In case, no additional bill of quantity is proposed or any particular cost line item is not required, 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.
- Bidders shall submit their Financial Proposals in e-Procurement Portal for the complete project (CAPEX & OPEX)
  excluding GST only. Any financial proposals not received according to the RFP requirements, shall be considered
  as Non-Responsive and the Financial proposal shall be summarily rejected by the Authority, and no
  correspondence shall be entertained in this regard.

## Annexure 5: Template for Performance Bank Guarantee

<Name>

<Designation>

<Address><Phone Nos.><Fax Nos.><email id>

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

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

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

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

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

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

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

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

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

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## Annexure 6: Template for Master Service Agreement

MASTER SERVICE AGREEMENT (MSA) FOR ESTABLISHMENT OF CLOUD BASED DIGITAL LIBRARIES AND MOBILE APP IN 5000 GRAM PANCHAYAT LIBRARIES WITH SUBCRIPTION TO NECESSARY SOFTWARE, E-CONTENT, SUPPLY OF HARDWARE AND MIANTENANCE FOR 5 YEARS

This agreement executed at Luc	know the	Day of month 2025
BETWEEN		
		HAYATI RAJ) having its office at
	.Director, (hereinafter r	referred to as "Purchaser") which expression shall include its
M/s, a Compan	y incorporated under th	ne Indian Companies Act 1956, having its registered office hat epresented by the Authorized Signatory,
Sri/Smt, Designa include its successors, permitte		ed to as ("Vendor /Service Provider") which expression shall DND PART;
WHEREAS		
MOBILE APP IN 11350 GRAM P SUPPLY OF HARDWARE AND MI bid submitted by the Service Pro	ANCHAYAT LIBRARIES V ANTENANCE FOR 5 YEA ovider for the sum of Rs. Price") and the parties	RESTABLISHMENT OF CLOUD BASED DIGITAL LIBRARIES AND WITH SUBCRIPTION TO NECESSARY SOFTWARE, E-CONTENT, RS and DEPARTMENT OF PANCHAYATI RAJ has accepted the(Rupees
NOW THEREFORE, IN VIEW OF 1	THE MUTUAL PROMISES	AND CONSIDERATION SET OUT HEREIN,
individually a "Party" hereto an way in which the Bidder will des services specified under this Ag	d collectively the "Partion Sign, develop, implemen reement called as the So	dderM/s(each es") have agreed to enter into this Agreement to govern the nt and manage the solution and facilities and deliver the ervice Level Agreement ("SLA") in accordance with roles and les and the Bidder as set forth in this RFP.
DEFINITIONS, INTERPRETATI     1.1. Definitions	ONS AND OTHER TERMS	5
	ent, the following words	s and phrases shall have the meaning assigned to them under

"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 disclosure}, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, SUPPLY OF HARDWAREs, 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 SUPPLY OF HARDWAREs 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. "Got "means Government of Uttar Pradesh
- g. "MD and CEO, DEPARTMENT OF PANCHAYATI RAJ" 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 DEPARTMENT OF PANCHAYATI RAJ.
- 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,
- 2. 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;
- I. "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 SUPPLY OF HARDWARE &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 provisions 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
- c. Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and vice versa.
- d. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this Agreement as a whole and not to any particular Article, Appendix or other sub division. The term clause refers to clauses of this Agreement. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated.
- e. The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.
- f. Any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English language meaning.
- g. This Agreement shall operate as a legally binding services agreement specifying the master terms which apply to the Parties under this Agreement and to the provision of the Services to the by the Service Provider to the Project under the duly executed SLA.

#### 2. COMMENCEMENT & TERM

- 2.1. This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from (Effective Date).
- 2.2. This Agreement shall be in force for a period of 36 months unless terminated by the DEPARTMENT OF PANCHAYATI RAJ by notice in writing in accordance with the termination clauses of this Agreement.
- 2.3. The DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ (the "Services") is as follows:
  - a. The scope of this Agreement includes Supply and implementation of digital library in Gram panchayat libraries and SUPPLY OF HARDWARE and Maintenance for 3 years. The project envisages to enhance the accessibility, convenience and ease for the citizens of Department of PANCHAYATI RAJ towards digital content for public reading.
  - b. 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.
- 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 SUPPLY OF HARDWARE 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 IPP provided by a Party does not

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.

## 4.2 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 DEPARTMENT OF PANCHAYATI RAJ.
- c) The Service Provider shall duly intimate to the DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ as when requested.

#### 5. RESPONSIBILITIES OF THE DEPARTMENT OF PANCHAYATI RAJ

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

## 6. RESPONSIBILITIES OF THE SERVICE PROVIDER

- a) Site preparation & supply of hardware and equipment as per the RFP/Contract b) Implementation of digital library
- b) Provide post installation technical support
- c) Provide SUPPLY OF HARDWAREs and maintenance for 3 years from date of Go-Live.

## 7. CONFIDENTIALITY

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

- i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operation 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
- (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:

relation thereto and

- 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 DEPARTMENT OF PANCHAYATI RAJ) 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 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 destroys 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
  - 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
  - each Party shall be permitted to retain one copy of the Confidential Information
  - for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.
- g. By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.

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- 7.3 The Service Provider shall not, without the DEPARTMENT OF PANCHAYATI RAJ'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 DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ's prior written consent, make use of any document or information received from the DEPARTMENT OF PANCHAYATI RAJ except for purposes of performing the services and obligations under this Agreement.
- 7.5 Any document received from the DEPARTMENT OF PANCHAYATI RAJ shall remain the property of the DEPARTMENT OF PANCHAYATI RAJ and shall be returned (in all copies) to the DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ upon first demand by the DEPARTMENT OF PANCHAYATI RAJ which shall be final, conclusive and binding on Service Provider.

#### 8. RELATIONSHIP BETWEEN THE PARTIES.

- 8.1 It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ.
- 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 DEPARTMENT OF PANCHAYATI RAJ.
- 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 DEPARTMENT OF PANCHAYATI RAJ in writing.
- 9.2 The Service Provider agrees to obtain prior approval/consent of the DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ and obtain its approval. DEPARTMENT OF PANCHAYATI RAJ shall be provided with the requisite information in case if it desires so during such approval process.

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- 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 DEPARTMENT OF PANCHAYATI RAJ's data / processes is maintained.
- 9.5 Notwithstanding approval of the DEPARTMENT OF PANCHAYATI RAJ for sub-contracting, the Service Provider shall remain liable to the DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ, 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 DEPARTMENT OF PANCHAYATI RAJ.
- 10.2 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule 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 DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ shall evaluate the situation and may at its discretion, after ascertaining the reasonableness of such demand, extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 10.5 The Service Provider shall be liable to pay penalty at the rate mentioned below in respect of any delay beyond the permitted period in providing the Services.

#### 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 DEPARTMENT OF PANCHAYATI RAJ in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the DEPARTMENT OF PANCHAYATI RAJ for non-compliance or any claims against the DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ. Further, the persons executing this Agreement on behalf of the Service Provider have full authority and power to execute this Agreement and bind Service Provider.

#### 13. RIGHT TO AUDIT

- 13.1 It is agreed by and between the parties that the Service Provider shall get itself annually audited by external empaneled Auditors appointed by the DEPARTMENT OF PANCHAYATI RAJ or any regulatory authority, covering the risk parameters finalized by the DEPARTMENT OF PANCHAYATI RAJ/ such auditors in the areas of products (IT hardware/software) and services etc. provided to the DEPARTMENT OF PANCHAYATI RAJ and the service provider shall submit such certification by such Auditors to the DEPARTMENT OF PANCHAYATI RAJ. The service provider and or his / their outsourced agents / sub - contractors (if allowed by the DEPARTMENT OF PANCHAYATI RAJ) shall facilitate the same. The DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ. 13.2 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the DEPARTMENT OF PANCHAYATI RAJ required for conducting the audit. The DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ.

## 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 DEPARTMENT OF PANCHAYATI RAJ. No advance payment will be made.

## The milestone payments schedule is provided below:

S. No.	Payment Percentage	Payment Milestone
1	30% of the Digital Library Software	On UAT release of the digital library software application
	and e-content subscription cost	(Web application) along with e-content. Application should
	along with applicable taxes	be hosted in staging server and staging URL with access credential to be shared.
2	20% of the Digital Library Software	On UAT release of digital library mobile app in google play
	and e-content subscription cost along	store (Android) and Appstore (iOS).
	with applicable taxes	App should be visible and accessible from google and app store
3	50% of the Digital Library Software	On go-live.
	and e-content subscription cost	Digital library application should be moved to production
	along with applicable taxes	server based on the go-live letter issued by the department.
4	100% of the Hardware cost	On successful delivery and activation of the devices at
	along with applicable taxes	location.
		Delivery note / receipt acknowledgement / activation details of the devices from each of the location.
5	Year 1 operations & Maintenance	To be paid in 4 quarterly instalments at the start of each
	Cost along with applicable taxes	quarter from the date of Go-Live.
6	Year 2 operations & Maintenance	To be paid in 4 quarterly instalments at the start of each
	Cost along with applicable taxes	quarter
7	Year 3 operations & Maintenance	To be paid in 4 quarterly instalments at the start of each
	Cost along with applicable taxes	quarter
8	Year 4 operations & Maintenance	To be paid in 4 quarterly instalments at the start of each
	Cost along with applicable taxes	quarter
9	Year 5 operations & Maintenance	To be paid in 4 quarterly instalments at the start of each
	Cost along with applicable taxes	quarter

- 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 DEPARTMENT OF PANCHAYATI RAJ indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ on first demand made by the DEPARTMENT OF PANCHAYATI RAJ in this regard which shall be final conclusive and binding on Service Provider.

- 15.2 Service Provider further undertakes to promptly notify the DEPARTMENT OF PANCHAYATI RAJ in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ in case of any misuse of data/information of the DEPARTMENT OF PANCHAYATI RAJ by the Service Provider, deliberate or otherwise.
- 15.4 The Service Provider shall indemnify and keep fully and effectively indemnified the DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;
- b. The DEPARTMENT OF PANCHAYATI RAJ shall not make any admission of claims causing prejudice to the defense of the Service Provider against such claims without the Service Provider's prior written consent;

#### 16. TERMINATION

- 16.1 The DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ.
- d. if the Service Provider fails to perform any other obligation(s) under the Agreement;
- e. for any reasons which the DEPARTMENT OF PANCHAYATI RAJ, 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 DEPARTMENT OF PANCHAYATI RAJ.
- 16.2 The DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ tantamount to fraud or prejudicial to the interest of the DEPARTMENT OF PANCHAYATI RAJ or its customers.
- f. If Service Provider is owned/ controlled wholly/ partly by any other DEPARTMENT OF PANCHAYATI RAJ

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 DEPARTMENT OF PANCHAYATI RAJ.

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

16.4 In the event of termination of the Agreement for any reason, DEPARTMENT OF PANCHAYATI RAJ shall have the right to give suitable publicity to the same including advising the Indian DEPARTMENT OF PANCHAYATI RAJ'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 DEPARTMENT OF PANCHAYATI RAJ and any Service Provider engaged by the DEPARTMENT OF PANCHAYATI RAJ for the smooth switch over and continuity of the Services or if so required by the DEPARTMENT OF PANCHAYATI RAJ take all necessary steps to bring the Services to a close in a prompt and orderly manner.

- 16.6 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or expiration; (b) the obligation of confidentiality; and
- (c) any right which a Party may have under the Application Law.

#### 17. CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.

- 17.1 The Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors or Agents of the Service Provider in rendering the Services or any part of the same under this Agreement to the DEPARTMENT OF PANCHAYATI RAJ.
- 17.2 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the DEPARTMENT OF PANCHAYATI RAJ.
- 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 DEPARTMENT OF PANCHAYATI RAJ and to any new contractor engaged by the DEPARTMENT OF PANCHAYATI RAJ, 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 DEPARTMENT OF PANCHAYATI RAJ at its sole discretion may make alternate arrangement for getting the Services contracted with another service provider. In such case, the DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ, at no extra cost to the DEPARTMENT OF PANCHAYATI RAJ, 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 DEPARTMENT OF PANCHAYATI RAJ, which may be settled from the payment of invoices for the contracted period.

#### 18. ARBITRATION

18.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or nonperformance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration, the parties shall make all endeavors to settle the dispute/s through mutual negotiation and discussions. In the event

that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

- 18.2 The place of arbitration shall be at Lucknow 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 Uttar Pradesh 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 DEPARTMENT OF PANCHAYATI RAJ 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) Bid document with modifications, Addendums and corrigendum, if any f)

#### 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

Director

Department of Panchayati Raj

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 of 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 DEPARTMENT OF PANCHAYATI RAJ. The DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ, 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 DEPARTMENT OF PANCHAYATI RAJ.
- 23.9 The Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the DEPARTMENT OF PANCHAYATI RAJ in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the DEPARTMENT OF PANCHAYATI RAJ. 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 DEPARTMENT OF PANCHAYATI RAJ in this regard.
- 23.11 The Parties agree that the DEPARTMENT OF PANCHAYATI RAJ shall have the right, but without any obligation to monitor and assess the Services to enable the DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ 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 DEPARTMENT OF PANCHAYATI RAJ in respect of the Services by Service Providers shall be recorded and DEPARTMENT OF PANCHAYATI RAJ shall have access to such records and Redressal of customer complaints by the Service Provider.

23.14 The Service Provider agrees that the DEPARTMENT OF PANCHAYATI RAJ shall have the right to disclose the details of this Agreement and the details of Services covered herein DEPARTMENT OF PANCHAYATI RAJ.
23.15 Bid Evolution Criteria: The bid will be evaluated using Quality and Cost Based Selection process (QCBS) with 70:30 (70% weightage to technical score and 30% weightage to financial score). In the first stage the Bidders shall be evaluated for, compliance with the qualification. Based on the evaluate on of pre-qualification, the qualified Bidders shall be short-listed for further evaluation. In the second stage, a technical evaluation will be carried out and Technical Scores on the basis of "Technical Evaluation Matrix" will be calculated. The Bidders who score minimum 70% Marks in "Technical Evaluation" criteria shall be taken for next stage i.e. opening of "Financial Bid". In the third stage, a financial evaluation will be carried out

After the Financial evaluation, Weighted Average Scores of "Technical and Financial Evaluation" calculated. The and the Bidder with "Highest Combined Score" shall be selected for negotiation (the "Selected Bidder") while the second ranked Bidder will be kept in reserve.

Note: - In QCBS (Quality and Cost Based Selection Process), the selection will be done through Quality and Cost Based Selection process (QCBS) with 70:30 (70% weightage to technical score and 30% to weightage to financial score).

The Normalized Financial score of the technically qualified bidders will be calculated, while considering the Total Cost of Bid given by each of the Bidders in the Financial Bid as follows: Normalized Financial Score of

a Bidder = {Lowest TCB/ Bidders TCB} X 100 (adjusted to 2 decimals) The final score will be calculated through Quality and Cost selection method based with the following weight-age: Technical: 70%, Financial: 30% Final Score = (0.70\* Technical Score) + (0.30\*

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 Department of Panchayati Raj 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: Department of Panchayati Raj

Date: