To,	
	The Prospective Bidder

Comp. No.:- 400033 File No.: /PRD-YOJN/2/2025-DOPRSEC5 **Date-** December, 2025

Subject: Seeking Suggestions and Estimated Rates on the Draft RFP – "Establishment of Cloud Based Digital Library Solution for 11,350 Gram Panchayats with Subscription to Necessary Software, E-Content, and Maintenance for 5 Years"

Sir/Madam,

This is to inform you that the Panchayati Raj Department, Government of Uttar Pradesh, is in the process of finalizing the *Request for Proposal (RFP)* for the "Establishment of Cloud Based Digital Library Solution for 11,350 Gram Panchayats with Subscription to Necessary Software, E-Content, and Maintenance for 5 Years."

In this regard, the draft RFP document is being shared with your organization for review. You are requested to kindly provide your inputs strictly in the **specified format** attached with the draft RFP.

You are requested to:-

- 1. Examine the scope of work, technical specifications, service requirements, and terms & conditions outlined in the draft RFP.
- 2. Submit your **suggestions**, **comments**, **and observations** strictly in the prescribed format only.
- 3. Provide indicative/estimated rates for all components of the scope of work.
- 4. Indicate areas where additional clarity or modification may be necessary, if any.

The suggestions and estimated rates must be submitted via email only to digitallibraryup@gmail.com on or before 15th December, 2025.

Your inputs will assist the Department in refining and finalizing a comprehensive and market-aligned RFP.

Thanking you for your cooperation.

Attachments: As per above

Yours sincerely,

Digitally signed by RAGHVENDRA KUMAR DWIVEDI (Raghvendrazhoungara: Wivedi) Deputy Director(P.) Panchayati Raj Department, U.P.

CC: Personal Assistant to Director, Panchayati Raj, Uttar Pradesh.

Digitalaly Signed....
(Raghvendra Kumar Dwivedi)
Deputy Director(P.)
Panchayati Raj Department, U.P.

RFP For Establishment Of Cloud Based Digital Library Solution For 11,350 Gram Panchayats With Subscription To Necessary Software, E-Content, And Maintenance For 5 Years

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2 BID DATA SHEET

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

3 FACT SHEET

Clause Reference	Topic
Bid Process Fee	Rs 5000/ - non-refundable in A/ C No:
Earnest Money Deposit	
	Rs lacs is EMD at the time of bidding in form of DD/ FDR in favor
	of Director, Panchayati Raj, Uttar Pradesh
Scope of the Tender	RFP For Establishment of Cloud Based Digital Library Solution For 11,350
	Gram Panchayats with Subscription to Necessary Software, E-Content,
	And Maintenance For 5 Years
Language of the Proposal	Proposals should be submitted in English Only
Payment Terms and	Taxes: As Applicable
Schedule	
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)	

4 BACKGROUND INFORMATION

4.1 Basic Information

Purchaser invites responses ("Tenders") to this Request for Proposals ("RFP") from Implementation Agencies for the provision of services as described in Section 10 of this RFP, "Scope of Work" RFP FOR ESTABLISHMENT OF CLOUD BASED DIGITAL LIBRARY SOLUTION FOR 11,350 GRAM PANCHAYATS WITH SUBSCRIPTION TO NECESSARY SOFTWARE, E-CONTENT, 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

4.2 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 Department of Panchayati Raj 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. DRM with eReader / Player
 - 3. eLearning modules including skilling courses management and mock test module
 - 4. Proprietary e-Content eBooks, Concept videos, Courses and Quiz repository

5 INSTRUCTIONS TO THE BIDDERS

5.1 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.

5.2 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

5.3 Key Requirements of the Bid

5.3.1 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.

5.3.2 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.

5.3.3 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/ BG 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.

5.3.4 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 quoted in Indian National Rupee only.
- f) Bidders may please note that for Technical qualification all the eligibility criteria and Document in support should be submitted to the satisfaction of the 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
- i) All responses to queries will be provided exclusively through the e-Procurement platform. Any queries submitted after the specified date are liable to be rejected.

5.3.5 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.

5.4 Preparation and Submission of Proposal

5.4.1 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.

5.4.2 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.

5.4.3 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 https://etender.up.nic.in as per the deadline / last date indicated in this RFP

5.4.4 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

5.4.5 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.

5.4.6 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

5.4.7 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

5.4.8 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

6 Criteria for Evaluation

6.1 Pre-Qualification (PQ) / Eligibility Criteria

6.1	Pre-Qualification (PQ) / Eligibility Criteria				
#	Criteria Description	Supporting Documents			
1.	The Bidder should be a registered company/ Partnership Firm/ LLP incorporated in India under Indian Companies Act 1956/2013/ Partnership Act.	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			
	Joint Ventures shall not be permitted to participate in this RFP.	✓ Copy of GST Registration Certificate			
2.	Bidder should hold valid rights from the publishers to supply digital content as per Annexure 7. The bidder should have platform & capability to supply content in Hindi and English.	Authorization Certificate from Publishers/ copies of the Agreement entered with Different publishers.			
3.	The average annual financial turnover of the bidder should be minimum of Rs 7 Cr during last three financial years. (i.e. 2022-23, 2023-24 & 2024-25)	Certificate from the Company's Chartered Accountant with UDIN number to this effect. Also, need to submit the Copy of Audited Financial Statements for the relevant periods.			
4.	Bidder shall have positive net worth as on 31st March 2025.	Positive Net Worth Certificate from Chartered Accountant with UDIN Number.			
5.	Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last five years i.e. the current financial year and the last five financial years (ending month of March prior to the bid opening) to any Central / State Govt Organization / PSU/Corporation/ Universities/ Govt Educational Institutes: - 1. Three similar completed services costing not less than the amount equal to 40% (i.e. Rs) Cr of the Bid Value or 2. Two similar completed services costing not less than the amount equal to 50% (i.e. Rs Cr) of the Bid Value; or 3. One similar completed service costing not less than the amount equal to 80% (i.e. Rs Cr) of the Bid Value	Work Orders/ Purchase Order copy along with the Completion /Satisfactory Certificate from the client			
	"Projects of Similar Services" is defined as those which include, as part of scope of work, provision of some or all of the following components: a. Digital Library Solution, including Library Portal, Common Search Platform, Cloud Hosting, including commissioning and maintenance of the entire solution, crowd sourcing of notes b. E-Books, notes, Test				

Criteria Description Supporting Documents Preparation, videos c. Digital Rights Management d. Handling large user base directly on platform. The Bidder should possess should have the following 6. Certifications. Which are valid at the time of bidding: Copy of the valid Certificate on the date of submission ISO 9001 or ISO 27001 or CMMi3 or higher of the bid. Notarized Affidavit on Stamp paper Rs 100. A self-certified letter by the authorized signatory of the 7. 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. Bid Processing Fee and EMD Copy of EMD and Bid Processing fee.

7 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	45
2	Bidder's Profile	45
3	Presentation	10
Ov	erall 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.

7.1 Detailed Technical Bid Criteria & Evaluation

Sr. No.	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required
A	Specific Experience of the Bidder related to the Assignment			
1	Experience in providing "digital library" services with e-content (from publishers) of Project Value of Rs 8 Cr along with eLearning to Govt educational institutions/ Central /State Govt/ PSUs/ Corporation/ Universities	per Project.		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	User Base of Web-Portal	Relevant user base of similar digital library projects should be: 20,000 registrations in single project per additional 10,000 users in the same project or across other projects		Self-Certificate on Bidder's Letterhead
В	Bidder's Profile			
1	Financial Capability	Average Annual Turnover of the bidder in last 3 years ✓ 7 Cr to 10 Cr ✓ More than Rs 10 Cr to Rs 15 CR ✓ More than 15 Cr		Certificate from Statutory Auditor
2	Certification	ISO 9001 ISO 27001 CMMI-3 and above		Copy of Certificate
3	Recognitions	Central/State Government recognitions/awards or patents applied		Copies of recognition/award letters or patent filing acknowledgements
С	Presentation			
	Presentation & Demo	 ✓ Proposed digital library and eLearning implementation design and approach ✓ The platforms to be used and the methodology for customization 		Department of Panchayati Raj appointed panel will evaluate the Technical Presentations.

Sr. No.	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required
		according to the		
		requirements of		
		department of		
		Panchayati Raj		
		✓ Proposed work plan		
		✓ Innovativeness of the		
		proposed solution		

8 Commercial Bid Evaluation

In the first stage, the Bidders shall be evaluated for their compliance with the pre-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. The Bidders who score minimum 70% Marks in "Technical Evaluation" criteria shall be taken for next stage i.e. opening of "Financial Bid". The bidder with the lowest financial bid after comparison shall be treated as the Successful bidder(L-1). For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties (Including GST).

8.1 Appointment of Agency

8.1.1 Award Criteria

Purchaser will award the Contract to the successful L-1 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.

8.1.2 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.

8.1.3 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.

8.1.4 Performance Guarantee

- The VENDOR/ SERVICE PROVIDER shall submit a Security Deposit / Performance Guarantee for 5% 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/BG 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 formatxx
- 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

8.1.5 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.

8.1.6 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.

8.1.7 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,
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. "Corrupt practice" means
 - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
 - ii. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project
 - b. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process:
 - d. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

8.1.8 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.

8.2 Terms and Conditions: Post Award of Contract

8.2.1 Termination Clause

8.2.1.1 Right to Terminate the Process

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

- i. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- ii. The Bidder goes into liquidation, voluntarily or otherwise.
- iii. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- iv. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Purchaser reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- v. 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.

8.2.1.2 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.

8.2.1.3 Liquidated Damages

- a) Notwithstanding Purchaser's right to cancel the order, Purchaser may impose the liquidated damages for late delivery at 0.5% of milestone value of undelivered portion of order value per week or part thereof will be charged for every week's delay in the specified delivery schedule.
- b) 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.
- c) 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.

8.2.2 Acceptance Tests

The selected Bidder in presence of the Purchaser authorized officials will conduct acceptance Test. The test will involve installation and commissioning and successful supply of the e-Library Solution, content, etc. No additional charges shall be payable by the Purchaser for carrying out these acceptance tests.

8.2.3 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

8.2.4 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 would be referred to the Hon'ble Principal Secretary, Panchayati Raj, Govt. of UP. He/She would be the sole arbitrator, and his/her decision would be final.

8.2.5 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.

8.2.6 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.

8.2.7 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.

9 Scope of Work – Digital Library Solution for Department of Panchayati Raj

9.1 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:

To Establish Cloud-based Digital Library in 11,350 Gram Panchayats under Dept. of Panchayati Raj, Govt. of Uttar Pradesh, India. with academic and non-academic e-Content comprising of copyrighted eBooks, Concept & Educational Videos, Skilling courses, Quiz & Mock tests for school & college students, youth, women, senior citizens and children in Hindi, 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.

Minimum Qualifying criteria for Cloud service Provider			
Meity Empanelment	Proposed CSP should be empaneled with Meity for last 5 years for providing Cloud services to Govt departments. Bid specific MAF needs to be submitted.		
Data Hosting and Cloud native Security	Data should be hosted in secured environment. Cloud Native security services like network Firewall with IPS, WAF, CDN, DDOS should be enabled, CSP should offer a service to centrally manage firewall rules across accounts. Automatically enforce defined security policies across existing and newly created cloud resources.		
Cloud native features for Logs tracking and monitoring to track and avoid un-authorized access	Cloud Flow Logs, DNS Query Logs, Cloud native API, Trail Analysis that uses intelligence, machine learning and advanced features to continuously monitors for malicious activity and unauthorized behavior to monitor the cloud resources.		
Cloud native securities	CSP Managed proactive 24X7 Security Incident Response support for proactive engagement and incident management to reduce the potential for failure and to accelerate recovery of critical workloads from disruption.		

- **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. E-Content for Digital Library**: The Digital Library shall provide high-quality, multilingual (Hindi & English) digital content in PDF, text, audio-visual, and interactive formats, covering as per Annexure 7:
- > Academic Content
 - Syllabus-based e-books (NCERT & others)
 - Reference books, e-notes, and chapter-wise modules
 - Topic-wise quizzes and study guides

> Competitive Exam Content

Complete content bundles for major exams such as SSC, JEE, NEET, NDA, UPSC, PCS/UPPSC, UP Police, RRB, IBPS/SBI, TET/CTET, Army/Défense, including:

- Syllabus & exam pattern
- NCERT/reference e-books
- Notes, question banks (MCQs)
- Previous year papers & solved papers
- Mock tests with online assessment
- Current affairs, essays & video lectures
- > General Reading: Leisure reading, literature, children's books, skill development books
- News & Periodicals
- Daily news capsules, digital newspapers
- Journals & e-magazines for GK and exam preparation
 - Publisher Content
- Content sourced from reputed Indian publishers with updated, copyright-compliant material.
- 5. **Test Preparation platform:** Test preparation platform with inbuilt assessment engine for students preparing for main exams and various competitive exams as mentioned in annexure 7. The text preparation platform should be able to provide instant assessment to students after taking test. It should also have capabilities of giving students feedback based on their scores.
- 6. 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.
- 7. Cloud based hosting & support: The cloud-based hosting and support to provide better and seamless access to all the members of Libraries.
- **8. Multimedia Support:** The digital library platform should also be able to demonstrate and play embedded video lessons for the better learning of the students.
- 9. Support large user base: The Digital Library Platform should be capable of handling up to 5,00,000 users.

- 10. 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, etc.
- **11. Additional Learning Tools:** The Digital Library Platform shall have inbuilt learning tools Dictionary, Calculator, Log tables, Maps, Study Plans, Survey, 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.
- **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/Defense 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. Refer Annexure 7.
- 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/ePub/MP4/MP3/HTML text formats with multilingual delivery for students, aspirants, and adults. Refer Annexure 7

9.2 Technical Requirements:

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 can view and print 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 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 complete user analytics which includes registered users,

- logins, content accessed, sessions, content usage report, etc
- 8. Digital Library Solution should provide Self-service Administration Dashboard Which Digital Library Solution should provide 24*7 access to Library Content anytime.
- 9. 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
- 10. Digital Library should have in-built capability to support remote access of premium subscription content from various publishers
- 11. The portal should be capable of supporting 50,000 concurrent logins and up to 5 lakhs user registrations.
- 12. Provide a Library portal 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 must carry the logo, colors and the name of the department and information on respective GP Library.
- 13. E-Resources for the library Digital books, Video books, e-Courses, e-journals, including both copyrighted and open access with subscription for 5 years.
- 14. Provide access to open access e-Books and other e-Resources separately in the library portal.
- 15. 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.
- 16. 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 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.
- 17. 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
- 18. To provide facility for viewing daily/weekly/monthly reports containing analysis about, among other things, the usage and the pattern of usage.

9.3 Objectives of Gram Panchayat Digital Library System

- a. Secure access to a Digital Library web portal 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.
- b. To provide access to open access e-Books and other e-Resources through the library portal.
- c. Web-based and app-based remote access to subscribed users of the Digital Library.
- d. Enhancing the in-house reading facility at and the importance of Gram Panchayat Libraries.
- e. Increase the access to digital learning to students and youth

9.4 Services

The scope described in this RFP document is a single responsibility turnkey job of subscription to digital library application, content 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 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.
- 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. Deployment of at least 2 manpower (Minimum of 5 years' working experience in government departments) at Panchayati Raj State Headquarter for coordination with department and handling the field level issues.
- 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 physically/virtually along with training videos and usage manuals. Onsite training shall be provided at District headquarters for all employees of Department of Panchayati Raj at the start of the project.

9.5 e-Content Subscription:

- a. e-Content Provide minimum 5,000 copyrighted e-content 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 minimum 5,000 questions for quiz and mock tests for various competitive exams. 5,000 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 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.
- d. The bidder should supply to the department, a catalogue of copyrights of books held by them and proposed for the Project.

9.6 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.

9.7 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. The cloud service shall support automatic scaling of bandwidth, storage, and usage. After five years, the bidder shall provide the source code to the department, if required.
- d. Internet connectivity at locations will be provided by the Department

9.8 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 at District and Block Headquarters, 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:

- 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.

9.9 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	Т
Z .	Submission of Performance Bank Guarantee and Signing of Contract Agreement	T+1 weeks
1 3	Release Digital Library & eLearning Software application and content for UAT	T+6 weeks
	Release Digital Library & eLearning Software application and content at 50% Gram Panchayat Level	T+10 weeks
5.	Release Digital Library & eLearning Software application and content at 100% Gram Panchayat Level (Go-Live)	T+16 weeks= T1
6.	Operation & Maintenance	T ₁ +60months

9.10 **Project Duration**: The Project duration would be as follows:

- I. Implementation Period: 14 Weeks from the Letter of Award
- II. Project operation period: 60 months from the date of Go-Live

The Project can be extended to another 5 years based on the performance of the vendor and requirement of the Department of Panchayati Raj, UP.

9.11 Payment Procedure and Terms

9.11.1 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.

9.11.2 Payment Schedules

9.11.2.1 For Phase 1 (11,350 Gram Panchayats)

SI. No.	Deliverable	Payment percentage	Timelines (T = Letter of Award)
1.	Project Inception and Implementation Report	10%	T+ 4 Weeks
2.	Release Digital Library & eLearning Software application along with e-content, UAT and training. Application should be hosted in cloud server with access at 50% Gram Panchayat Level	20%	T+12 weeks
3.	Release Digital Library & eLearning Software application along with e-content, UAT and training. Application should be hosted in cloud server with access at 100% Gram Panchayat Level (Go-Live)	20%	T+16 weeks=T1
4.	Operation & Maintenance (Monthly Progress Report)	3% Quarterly for 15 Quarters (60 Months)	60 Months from Go-Live
5.	Project Closure Report	5%	T1 + 60 Months

9.11.2.2 For Phase 2 (11,350 Gram Panchayats)

SI. No.	Deliverable	Payment percentage	Timelines (T = Letter of Award for Phase 2)	
1.	Project Implementation Plan	5%	T+ 2 Weeks	
2.	Release Digital Library & eLearning Software application along with e-content and training. Application should be hosted in cloud server with access at 50% Gram Panchayat Level	10%	T+6 weeks	
3.	Release Digital Library & eLearning Software application along with e-content and training. Application should be hosted in cloud server with access at 100% Gram Panchayat Level (Go-Live of Phase 2)	10%	T+10 weeks=T1	
4.	Operation & Maintenance (Monthly Progress Report)	4% Quarterly for 15 Quarters (60 Months)	60 Months from Go-Live	
5.	Project Closure Report	15%	T1 + 60 Months	

9.12 Implementation and operation of SLAs

9.12.1 Supply of Software SLAs

SI.	Service	Metric Used	Expected Baseline	Categories of SLA Breach			
	Level Par ameter			Low	Medium	High	
	Resolution of the complaint by bidder's support engineer over call Penalty	ution Time	reporting at the centralized call centre, for replacing the component /device and making it functional	is logged into	after incident is logged into the system	hours after incident is logged into the system	
	Availability of Digital Library Solution	Month	=>97% per month except anyplanned software/har dware/network outage approved by UPPR department between 9 AM to 6 PM	=>95% bu t <97% of unavailability between 9 AM to 6 PM	=>92% but <95% of unavailabilit y between 9 AM to 6 PM	=>90% but <92% of unavailability between 9 AM to 6 PM	
	Penalty			1,00,000 per incident	1,50,000 per incident	2,00,000 per incident plus 50,000 of each percentage drop	

10 Annexures

- 10.1 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. **E-Content for Digital Library**: The Digital Library shall provide high-quality, multilingual (Hindi & English) digital content in PDF, text, audio-visual, and interactive formats, covering as per Annexure 7:
 - > Academic Content
 - Syllabus-based e-books (NCERT & others)
 - Reference books, e-notes, and chapter-wise modules
 - Topic-wise quizzes and study guides

> Competitive Exam Content

Complete content bundles for major exams such as SSC, JEE, NEET, NDA, UPSC, PCS/UPPSC, UP Police, RRB, IBPS/SBI, TET/CTET, Army/Défense, including:

- Syllabus & exam pattern
- NCERT/reference e-books
- Notes, question banks (MCQs)
- Previous year papers & solved papers
- Mock tests with online assessment
- Current affairs, essays & video lectures
- > General Reading: Leisure reading, literature, children's books, skill development books
- News & Periodicals
- Daily news capsules, digital newspapers
- Journals & e-magazines for GK and exam preparation
 - Publisher Content
- Content sourced from reputed Indian publishers with updated, copyright-compliant material.
- 5. Test Preparation platform: Test preparation platform with inbuilt assessment engine for students preparing for main exams and various competitive exams as mentioned in annexure 7. The text preparation platform should be able to provide instant assessment to students after taking test. It should also have capabilities of giving students feedback based on their scores.
- 6. **Assessment:** The Test Preparation platform should be able to provide instant assessment to students after taking test. It should also have capabilities of giving analytics and suggestions to students based on their scores. Assessment for skilling courses to be provided online for certification. Certificates should be downloadable.
- Cloud based hosting & support: The cloud-based hosting and support to provide better and seamless access to all the members of Libraries.

- 8. **Multimedia Support:** The digital library platform should also be able to demonstrate and play embedded video lessons for the better learning of the students.
- 9. Support large user base: The Digital Library Platform should be capable of handling up to 5,00,000 users.
- 10. **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, etc.
- 11. **Additional Learning Tools:** The Digital Library Platform shall have inbuilt learning tools Dictionary, Calculator, Log tables, Maps, Study Plans, Survey, 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.
- 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/Defense 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. Refer Annexure 7.
- 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/ePub/MP4/MP3/HTML text formats with multilingual delivery for students, aspirants, and adults. Refer Annexure 7
- 18. Should provide Dual Language Support (Hindi and English)
- 19. Copyrighted content provided to be curated as per user requirements and should be easily accessible in the platform.
- 20. DRM Protection of eBooks so that users can view and print the content to unauthorized users.
- 21. Digital Library Solution should provide content repository to upload, store, search and disseminate both DRM protected and DRM free content.
- 22. 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.
- 23. Digital Library Portal/Website should be provided with customized look and feel and the ability for the users to login in to their respective Gram panchayat library.
- 24. Digital Library Solution should provide complete user analytics which includes registered users, logins, content accessed, sessions, content usage report, etc
- 25. Digital Library Solution should provide Self-service Administration Dashboard Which Digital Library

Solution should provide 24*7 access to Library Content anytime.

- 26. 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
- 27. Digital Library should have in-built capability to support remote access of premium subscription content from various publishers
- 28. The portal should be capable of supporting 50,000 concurrent logins and up to 5 lakhs user registrations.
- 29. Provide a Library portal 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 must carry the logo, colors and the name of the department and information on respective GP Library.
- 30. E-Resources for the library Digital books, Video books, e-Courses, e-journals, including both copyrighted and open access with subscription for 5 years.
- 31. Provide access to open access e-Books and other e-Resources separately in the library portal.
- 32. 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.
- 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 has the following features but not limited to:
 - · searching in full text.
 - · searching in title.
 - · searching by author name.
 - · searching by date of publication.
 - · searching by subject.
- 34. Provide a facility for user to browse and filter the content in the following manner:
 - · By Subject
 - · By Author
 - · By Publisher
 - · By Collection
 - By Format
 - · 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 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

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

10.2.1 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	

#	Criteria Description	Required	Compliance	Reference & Page Number
5	The Bidder should be a registered company/Partnership Firm/ LLP incorporated in India under Indian Companies Act 1956/2013/ Partnership Act. Joint Ventures shall not be permitted to participate in this RFP.	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	Yes / No	
6	Bidder should hold valid rights from the publishers to supply digital content as per Annexure. The bidder should have platform & capability to supply content in Hindi and English.	Certificate/ copies of the Agreement.	Yes / No	
7	The average annual financial turnover of the bidder should be minimum of Rs 7 Cr during last three financial years. (i.e. 2022-23, 2023-24 & 2024-25)	Certificate from the Company's Chartered Accountant with UDIN number to this effect. Also, need to submit the Copy of Audited Financial Statements for the relevant periods.	Yes / No	
8	Bidder shall have positive net worth as on 31st March 2025.	Positive Net Worth Certificate from Chartered	Yes / No	

#	Criteria Description	Required	Compliance	Reference & Page Number
		Accountant with UDIN Number.		- age reason
9.	Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last five years i.e. the current financial year and the last five financial years (ending month of March prior to the bid opening) to any Central / State Govt Organization / PSU/Corporation/ Universities/ Govt Educational Institutes: - 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	Work Orders/ Purchase Order copy along with the Completion /Satisfactory Certificate from the client	Yes / No	
	"Projects of Similar Services" is defined as those which include, as part of scope of work, provision of some or all of the following components: a. Digital Library Solution, including Library Portal, Common Search Platform, Cloud Hosting, including commissioning and maintenance of the entire solution, crowd sourcing of notes b. E-Books, notes, Test Preparation, videos c. Digital Rights Management d. Handling large user base directly on platform.			
10.	The Bidder should possess should have the following Certifications. Which are valid at the time of bidding: ISO 9001/ISO 27001/ CMMi3 or higher	Copy of the valid Certificate on the date of submission of the bid.	Yes / No	
11.	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.	Notarized Affidavit on Stamp paper Rs 100.	Yes / No	
12.	Bid Processing Fee and EMD	Copy of EMD and Bid Processing fee.	Yes / No	

10.2.2 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	

10.2.3 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 Technical bid for <name assignment="" of="" the=""> REF: Dear Sir/Madam,</name>
We have examined the above-mentioned tender document including all annexures the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/modifications/amendments, if any, furnished by the Bank and we, the undersigned, offer for subject items are in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.
The undersigned is authorized to sign on behalf of the Bidder Company and the necessary supporting documents delegating this authority is enclosed to this letter.
We,the undersigned, offer to provide digital library & eLearning software application along with copyrighted content subscription and maintenance of the project for a period of 5 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 hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.
We undertake, if our Proposal is accepted, we undertake to complete the formalities of deliverables as per RFP for Software/ Solution/Services and initiate the implementation services as per timelines mentioned in the RFP during the

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.

entire period of contract.

Location:

Date:

10.2.4 Annexure 3.4 - Form 4: Compliance Sheet for 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 Software /Equipment	Versio n & Year of Releas e & EOL expected	O&M Suppor t (Warranty/ATS/:as per RFP)	ОЕМ	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		

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

Sr. No.				
5			Compliance	Reference Page. No.
	Criteria Category	Evaluation Criterion Details	(Yes/No)	Reference Fage. No.
Α	Specific Experience of the Bidder related to the Assignment			
1	Experience in providing "digital library" services with e-content (from publishers) of Project Value of Rs 8 Cr along with eLearning to Govt educational institutions/ Central /State Govt/ PSUs/ Corporation/ Universities	per Project.		
2	User Base of Web-Portal	Relevant user base of similar digital library projects should be: 20,000 registrations in single project		
		per additional 10,000 users in the same project or across other projects		
В	Bidder's Profile			
1	Financial Capability	Average Annual Turnover of the bidder in last 3 years ✓ 7 Cr to 10 Cr: ✓ More than Rs 10 Cr to Rs 15 CR ✓ More than 15 Cr		
2	Certification	ISO 9001 ISO 27001 CMMI-3 and above		
3	Recognitions	Central/State Government recognitions/awards or patents applied;		
С	Presentation			
	Presentation & Demo	 ✓ Proposed digital library and eLearning implementation design and approach ✓ The platforms to be used and the methodology for customization according to the requirements of 		

Sr. No.	Criteria Category	Evaluation Criterion Details	Compliance (Yes/No)	Reference Page. No.
		department of		ļ
		Panchayati Raj		
		✓ Proposed work plan		
		✓ Innovativeness of the		
		proposed solution		!

10.2.6 Annexure 3.6 - Form 6: Bidder's Experience

LIST OF CITATIONS / EXPERIENCE

#	 ASSIGNMENT NAME/& BRIEF DESCRIPTION OF MAIN	NAME OF CLIENT			CITATI ON REF.
			VALUE /		
	DELIVERABLES/ OUTPUTS		AMOUNT PAID TO FIRM	ASSIGNMENT	PG. NO.
			(Rs.)		

CITATION DETAILS (for each similar assignment)

10.3 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

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

SI. No		No. of Gram Panchayat	No. of Years	Yearly unit Rate per Gram Panchayat (INR)	Total Price for 5 years (INR) (B)
1	2	3	4	5	6 = 3X4X5
А	Cost of establishment of cloud based digital library solution with subscription to necessary software, e-content, and maintenance	11,350	5		
В	GST@18 %				
С	Grand total (inclusive of GST				

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%.
- 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.
- Incase of any increase in the no. of Gram Panchayat, bidder will be required to provide the same service on the given financial rates to other Gram Panchayats. No. of GPs can be extended max to 22,750 GPs.
- In case of extension beyond 5 years, bidder is required to provide support for the extended period on same quoted rates and payment shall be made on quarterly basis of the price quoted in column 5. The no of year can be extended maximum up to 10 years.
- The maximum budget per Gram Panchayat/ Library is Rs _____ for five years including all charges & taxes.

10.4 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.

10.5 Annexure 6: Template for Master Service Agreement

MASTER SERVICE AGREEMENT (MSA) FOR ESTABLISHMENT OF CLOUD BASED DIGITAL LIBRARIES APP IN 11,350 GRAM PANCHAYAT LIBRARIES WITH SUBCRIPTION TO NECESSARY SOFTWARE, E-CONTENT & MIANTENANCE FOR 5 YEARS

This agreement executed at Lucknow the	Day of month 2025
BETWEEN	
Department of Panchayati Raj (Department of Panchayati Raj) hav	
its Office, SriDirector, (hereinafter referred to a successors, assignees and administrators OF THE FIRST PART A	as "Purchaser") which expression shall include its
M/s, a Company incorporated under the Indian Co	
Sri/Smt, Designation (hereinafter referred to as ("Veinclude its successors, permitted assignees of THE SECONE WHEREAS	, ·
The Department of Panchayati Raj invited bids for ESTABLISHME 11350 GRAM PANCHAYAT LIBRARIES WITH SUBCRIPTION TO MIANTENANCE FOR 5 YEARS and Department of Panchayati Ra	O NECESSARY SOFTWARE, E-CONTENT, AND j has accepted the
bid submitted by the Service Provider for the sum of Rshereinafter called "the Contract Price") and the parties have agreed and conditions appearing below in this Contract.	, ,
NOW THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND	CONSIDERATION SET OUT HEREIN,
Department of Panchayati Raj , and the selected BidderM/sindividually a "Party" hereto and collectively the "Parties") have agin which the Bidder will design, develop, implement and manage specified under this Agreement called as the Service Level A responsibilities of the Project and its nominated agencies and the E	reed to enter into this Agreement to govern the way the solution and facilities and deliver the services agreement ("SLA") in accordance with roles and

1. DEFINITIONS, INTERPRETATIONS AND OTHER TERMS

1.1. Definitions

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

- a. "Agreement" means this Agreement together with all Schedules and the contents and specifications of the RFP. In the event of a conflict between this Agreement and the Schedules and the contents and specifications of the RFP, the terms of the Agreement shall prevail.
- b. "Confidential Information" means all information including Project Data (whether in written, oral { which is confirmed in writing by disclosing party within fifteen days of such oral disclosure}, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, , 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 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. "Director, Department of Panchayati Raj" shall be the person duly authorized and delegated to be the person incharge of the present project and who shall be competent to act for and behalf of Department of Panchayati Raj.
- h. "PROJECT" means the 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 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.
- "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. Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and vice versa.
- c. 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.
- d. 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.
- e. Any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English language meaning.
- f. 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 Maintenance for 5 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 of its business.
- c) It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its service providers, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.
- d) It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- e) The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

4.2 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 subcontracted 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) Implementation of digital library
- b) Provide technical support
- c) Provide Operations and maintenance for 5 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 relation thereto and
- (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

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

- a. Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.
- b. Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.
- c. Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the Project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.
- d. The confidentiality obligation shall not apply to such portions of the Confidential Information (other than the Customer details/ data of the 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.
- 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.

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 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	10%	Project Inception and Implementation Report
2	20%	Release Digital Library & eLearning Software application along with e-content, UAT and training. Application should be hosted in cloud server with access at 50% Gram Panchayat Level
3	20%	Release Digital Library & eLearning Software application along with e-content, UAT and training. Application should be hosted in cloud server with access at 100% Gram Panchayat Level (Go-Live)
4	3% Quarterly for 15 Quarters (60 Months)	Operation & Maintenance (Monthly Progress Report)

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5	5%	Project Closure Report

14.2 For Phase 2 (11,350 Gram Panchayats)

SI. No.	Deliverable	Payment percentage	Timelines (T = Letter of Award for Phase 2)
6.	Project Implementation Plan	5%	T+ 2 Weeks
7.	Release Digital Library & eLearning Software application along with e-content and training. Application should be hosted in cloud server with access at 50% Gram Panchayat Level	10%	T+6 weeks
8.	Release Digital Library & eLearning Software application along with e-content and training. Application should be hosted in cloud server with access at 100% Gram Panchayat Level (Go-Live of Phase 2)	10%	T+10 weeks=T1
9.	Operation & Maintenance (Monthly Progress Report)	4% Quarterly for 15 Quarters (60 Months)	60 Months from Go-Live
10.	Project Closure Report	15%	T1 + 60 Months

- 14.3 Service Provider should ensure that there is no reinstatement of required licenses if any. The taxes would be paid at the prevalent rates
- 14.4 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider
- 15. **Project Duration**: The Project duration would be as follows:
 - III. Implementation Period: 14 Weeks from the Letter of Award
 - IV. Project operation period: 60 months from the date of Go-Live

The Project can be extended to another 5 years based on the performance of the vendor and requirement of the Department of Panchayati Raj, UP.

16. 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 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;

17. 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.

18. 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.

19. 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.

20. 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 Lucknow in connection with any dispute between the Parties under the Agreement.

21. 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,

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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)

22. 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.

23. 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>>

24. 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 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. 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:

10.6 Annexure 7: Digital Library e-resource Category/Details

SL. No.	Subject /Category	Minimum number of Book/ Authors	Total Quantity
1	Newspapers		
1.1	Indian Newspapers	2 National Daily newspaper in Hindi & English language	4
1.2	Current Affairs Magazine	Monthly Editions 5 each in English & Hindi	10
2	Career Development (Competit	ive/Entrance examination)- UG Level	
2.1	JEE Main	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.2	JEE Advanced	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.3	NEET-UG	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.4	CUET	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.5	СТЕТ	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.6	CLAT	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	
2.7	Joint Entrance Examination Council (Polytechnic), Uttar Pradesh	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.2	Career Development (Competit	ive/Entrance examination)- PG Level	
2.2.1	GATE	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.2.2	JAM	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.2.3	UGC NET	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.2.4	CMAT	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.2.5	CUET (PG)		
2.2.6	CSIR NET	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.3	Recruitment examinations (UP	PSC, UPSC, Defence, Railways, Banking and SSC)	
2.3.1	SSC CGL	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.3.2	CDS	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2

SL. No.	Subject /Category	Minimum number of Book/ Authors	Total Quantity
2.3.3	Civil Service (IPS/IAS/IFS and Allied Services)	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.3.4	Railway Apprentice	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.3.5	NDA	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.3.6	CISF	Minimum 2 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	2
2.3.7	UP-PCS/UP -Subordinate, UP- PRPB/RRB	Minimum 4 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	4
2.3.8	Banking Services (IBPS PO, RBI and NABARD)	Minimum 4 set of books (English and Hindi) of renowned author and at least 5 years' question bank with solutions	4
3	School Education (Class 6 to 12	2)	
3.1	CBSE Board (Course Book and Refresher Books)	Minimum 2 set of books (English language) of renowned author for important Subjects (English, Hindi, Maths, Science, commerce, history, civics and geography) and at least 5 years' question bank with solutions	16
3.2	State Board (UP) (Course Book and Refresher Books)	Minimum 2 set of books (Hindi language) of renowned author for important Subjects (English, Hindi, Maths, Science, commerce, history, civics and geography) and at least 5 years' question bank with solutions	16
3.3	ICSE Board (Course Book and Refresher Books)	Minimum 2 set of books (English language) of renowned author for important Subjects (English, Hindi, Maths, Science, commerce, history, civics and geography) and at least 5 years' question bank with solutions	16
4	Higher Education		ı
4.1	Under Graduate	Minimum 2 set of books (English and Hindi) of renowned author for important subjects like Mathematics, Physics, Chemistry, Botany, Zoology, Engineering, Literature, Management, Political Science, History, Geography, Psychology, etc.	24
4.2	Post Graduate	Minimum 2 set of books (English and Hindi) of renowned author for important subjects like Computer Science, Information & general works, Philosophy & Psychology, Religion Social Science, Technology, Mathematics , Arts, History & Geography, etc.	20
4.3	Certificate course	Minimum 2 set of books (English language) of renowned author for important certifications like Computer courses like O level, CCNA, ectc., Power distribution management, library & information, Programme in Food Safety/ Rural development/Food and nutrition/nutrition and child care/computing/information technology/mobile application development/primary education, etc	20

SL. No.	Subject /Category	Minimum number of Book/ Authors	Total Quantity
4.4	Diploma Courses	Minimum 2 set of books (English language) of renowned author for important courses like Computer Applications, Architectural Draughtsman/occupational safety and Fire hazard/AutoCAD/Heritage sites, etc	20
5	Important Government Publicat	tions	
5.1	Periodicals and Journals	Minimum 2 journals (English & Hindi) of UP Govt. like Sansadiya Deepika, paralekh Chayanika, Samachar Dainandika, DigiGanga and Pragyta	10
6	Languages	Minimum 2 set of books (English, Hindi & Sanskrit) Traditional arts, regional heritage, and literary history, fostering both local pride and broader understanding	10
7	Cultural Achieves/Hobbies		
7.1	Photograph,Music,Painting,Man usript,Film/documentary,Langu age,Autobiography,Visual Artwork, Discussion/Interview	Photos & videos(Image & MP4 Files) -History , culture, arts & crafts, Heritage related content in context of Uttar Pradesh, creative skills, and life enhancement beyond formal learning.	
7.2	English and Hindi Literature	Biographies of famous personalities (Hindi and English), Literature and Grammer, Poems, Stories and Novels from the renowned Authors, Culture and History of UP and India, Freedom Movement, Famous Monuments of UP and India	
7.3	Sports	Sports Science Basics, Introduction to Major Sports (Cricket, Football, Athletics, Hockey, etc.), Biographies of Famous Sportspersons, Rules and Regulations of Popular Games, Monthly sports magazines	

- a. The selected agency shall provide comprehensive coaching materials covering all major Undergraduate and Postgraduate entrance examinations, as well as key competitive examinations conducted in Uttar Pradesh and across India. The materials must be current, authentic, and aligned with the latest syllabi and exam patterns.
- b. The bidder may add free online books as part of the digital content. However, such free resources shall **not be counted or considered** during the assessment and evaluation of the bid.
- c. Should the Government of Uttar Pradesh subsequently collaborate with any publishing house, the bidder shall include the respective content **free of cost** as part of the overall content delivery obligation.

Suggestion Sheet for the RFP FOR ESTABLISHMENT OF CLOUD BASED DIGITAL LIBRARY SOLUTION FOR 11,350 GRAM PANCHAYATS WITH SUBSCRIPTION TO NECESSARY SOFTWARE, E-CONTENT, AND MAINTENANCE FOR 5 YEARS.

S. No.	RFP Section / Clause No.	RFP Page No.	Existing Provision in RFP	Suggestion / Clarification Requested	Justification (If Any)	Proposed Amendment (If Any)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						