



**GUJARAT INFORMATICS LIMITED**

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**Request for Proposal (RFP) for Empanelment of  
Service Providers / Publishers for supply, licensing  
and access of e-Books for public libraries,  
Government of Gujarat  
RFP# GIL/e-Gov/2026/e-Books  
GeM Bid No:- GEM/2026/B/7581031**

**Earnest Money Deposit: Rs. 1,68,000 /- (One Lac Sixty-Eight Thousand only).**  
(Bidders can also submit the EMD with Payment online through RTGS / internet banking in  
Beneficiary name **Gujarat Informatics Ltd.**, Account No. **50200010918090**, IFSC Code  
**HDFC0000190**, Bank Name HDFC Bank Ltd. Branch address Sector-16, Gandhinagar Branch)

## Abbreviation

<b>Abbreviation</b>	<b>Meaning</b>
RFP	Request for Proposal
SoW	Scope of Work
TQ	Technical Qualification
SLA	Service Level Agreement
MIS	Management Information System
SPoC	Single Point of Contact
OS	Operating System
E-Book	Electronic Book
ISBN	International Standard Book Number
GoG	Government of Gujarat
DoL	Director of Libraries
INR	Indian Rupees
IT	Information Technology

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## SECTION 1: INVITATION FOR BIDS

Gujarat Informatics Limited, on behalf Director of Libraries invites online bids for “Empanelment of Service Providers / Publishers for supply, licensing and access of e-Books for public libraries, Government of Gujarat”

Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and financial bid for the said work.

1. The bidders may download the tender document from the website of Gujarat Informatics Limited (<https://gil.gujarat.gov.in>) as well as from <https://gem.gov.in>.
2. This RFP document is not transferable.
3. No Consortium will be allowed.
4. Bidders shall **submit EMD of Rs. 1,68,000/- in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 12 months from the last date of bid submission)** of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2024/2859/DMO dated 01.05.2025 issued by Finance Department or further instruction issued by Finance department time to time; **in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar and must be submitted along with the covering letter.** EMD exemption is applicable as per GeM GTC.

**OR**

Bidders can also submit the EMD with Payment Online through RTGS/internet banking in Beneficiary name Gujarat Informatics Ltd., Account No. 50200010918090, IFSC Code HDFC0000190, Bank Name HDFC Bank Ltd. Branch address Sector-16, Gandhinagar Branch.

5. The sealed cover should be super scribe as “EMD for the Request for Proposal for “Empanelment of Service Providers / Publishers for supply, licensing and access of e-Books for public libraries, Government of Gujarat” Bidder to submit AFFIDAVIT PHYSICALLY as per the prescribed format (To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs. 100/- duly attested by First Class Magistrate/ Notary public) along with the sealed cover. Bidder who have submitted EMD online has to follow the above process for Affidavit.

### 6. Important Information

Sl. No.	Information	Details
1.	Tender No:-	<b>GeM Bid no:- GEM/2026/B/7581031</b> <b>RFP# GIL/e-Gov/2026/e-Books</b>
2.	Contract Period	2 (Two) year (extendable at the discretion of The Director of Libraries)
3.	Earnest Money Deposit (refundable)	Rs. 1,68,000/- in the name of Gujarat Informatics Limited payable at Gandhinagar (in case of DD) For RTGS; Beneficiary name: Gujarat Informatics Limited, Account No:50200010918090

		IFSC Code: HDFC0000190 Bank Name: HDFC Bank Branch address: Sector 16 Gandhinagar. For Bank Guarantee Format: Follow 'Form 5'
4.	Email id for submission of written queries for clarification as per predefined format.	<b>Email:</b> dgmapp-gil[at]gujarat[dot]gov[dot]in manager-egov[at]gujarat[dot]gov[dot]in exe1-egov-gil[at]gujarat[dot]gov[dot]in tse1-egov-gil[at]gujarat[dot]gov[dot]in
5.	Pre-bid meeting Date, Time and Venue.	<b>DD.MM.2026 at 1500 hrs. at GIL.</b>  <b>Venue: Gujarat Informatics Ltd.</b> <b>Block No. 2, 2nd Floor, C &amp; D Wing,</b> <b>Karmayogi Bhavan, Sector - 10 A,</b> <b>Gandhinagar – 382010, Gujarat.</b> Pre-bid queries must be submitted on or before pre-bid meeting date only...Clarifications will be received after pre-bid meeting will not be considered.
6.	Last Date and Time for the Submission of Proposal (Online on GeM Portal)	<b>DD.MM.2026 at 1500 hrs.</b>
7.	Validity of Tender	180 days.
8.	Contact person for queries	<b>(I/C) GM – Software Procurement</b> e-Governance Division Gujarat Informatics Limited <b>Email:</b> dgmapp-gil[at]gujarat[dot]gov[dot]in

EMD shall be submitted in the form of **Demand Draft or an unconditional Bank Guarantee (which should be valid for 12 months from the last date of bid submission)** of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar **(as per prescribed format given at Form-5)** and it must be submitted along with the covering letter. Also, the bidder must submit the PoA (Power of Attorney) in physically form to the GIL before the due time of bid opening.

- Interested bidders may download the RFP document from the website <https://gem.gov.in> Portal OR [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in).
- This RFP document is not transferable.
- If any specified date for submission or opening of bid is declared as a holiday for GIL office than the next working day should be considered as the appointed day with the same time schedule.

## SECTION 2: INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

#### Objectives:

The objective of this **Request for Proposal (RFP)** is for **Empanelment of Service Providers / Publishers for supply, licensing and access of e-Books for public libraries, Government of Gujarat** under the Director of Libraries, Government of Gujarat.

The empanelled agency shall provide a centralized, secure, scalable and user-friendly digital platform to enable seamless access to quality digital reading material across the State of Gujarat.

The initiative aims to enhance digital access to quality reading resources, promote multilingual learning, and support both competitive as well as non-competitive readership across public libraries in Gujarat.

#### Pre-Qualification Criteria

The agency/firm/company meeting the following eligibility criteria will be considered for further evaluation.

Sr. No.	Basic Requirement	Specific Requirement	Documents Required
1	Legal Entity & Registration Status	<p>The bidder must be a legally registered entity in India for at least the last three financial years (as on 31st March 2025). The entity can be:</p> <ul style="list-style-type: none"><li>a. Company under Companies Act, 1956 / 2013</li><li>b. LLP under LLP Act, 2008</li><li>c. Partnership under Indian Partnership Act, 1932</li><li>d. Registered Co-operative Society under Societies Registration Act, 1860</li><li>e. Valid Shop and Establishment Registration Certificate / Trade License / Gumasta License (as applicable) issued by the competent Local Authority / Municipal Corporation / Urban Local Body / State Government Authority.</li></ul> <p>The bidder must have valid PAN and GST registration in the name of the bidding entity.</p>	<p>a) Certificate of Incorporation/ Registration <b>or</b></p> <p>b) Copies of Articles of Association (in case of company) <b>or</b></p> <p>c) Partnership deed (in case of partnership firm) <b>or</b></p> <p>d) Self-Certificate in Letter Head in case of Proprietorship along with GSTIN certificate <b>or</b></p> <p>e) Bye laws and certificate of registration (in case of registered co-operative societies) <b>or</b></p> <p>f) Copy of valid Shop &amp; Establishment Registration Certificate / Gumasta License / Business Registration Certificate issued by the competent authority.</p> <p><b>and</b></p> <p>b) Copy of PAN card</p> <p><b>and</b></p> <p>c) Copy of GST registration</p>

Sr. No.	Basic Requirement	Specific Requirement	Documents Required
2	Turnover of the bidder	The bidder must have an average annual turnover of at least INR 1.68 Crore for FY 2022-23, 2023-24 and 2024-25.  The turnover should be from e-Content/ Digital Services or related business activities.	<ul style="list-style-type: none"> <li>Audited and Certified Balance Sheet &amp; Profit/ Loss Account of last 3 Financial Years.</li> <li>CA certificate clearly certifying the turnover requirements as per the clause.</li> </ul>
3	Content & Catalogue eligibility compliance	Submission of <b>Category Selection Form</b> and detailed list of proposed e-Book titles with rates for the category/categories applied.	Duly filled <b>Annexure-1</b> on Bidder's official letterhead and signed by Authorized Signatory. (separate for each category applied)
4	Positive Net Worth	The bidder must have Positive Net worth for 2022-23, 2023-24, 2024-25.	Certificate from the Statutory Auditor on positive net worth (i.e. FY 2022-23 and FY 2023-24, FY 2024-25)
5	Self-Declaration from blacklisted/ debarred	Bidder <b>should not be blacklisted/debarred</b> by any Ministry of Government of India or by Government of any State in India or by any central/state Government Body's/PSUs at the time of bidding.	<b>Self-declaration</b> on the bidder's official letterhead.
6	Consortium	No Consortium will be allowed.	Self-declaration

**Note: In case if Tenderer finds that submitted documents are insufficient then Bidder is expected to give additional documents to confirm eligibility based on request from Tenderer.**

All Supporting Documents are to be uploaded on GeM portal <https://gem.gov.in>

### Cost of Bidding

1.1.1 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

### B. BIDDING DOCUMENTS

#### Contents of Bidding Documents

1.1.2 The bid must be submitted online on GeM portal <https://gem.gov.in>.

1.1.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents in format or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

### Clarification of Bidding Documents

- 1.1.4 A prospective bidder requiring any clarification of the bidding documents may seek clarification of his/her query on the date indicated on the RFP clause of this document. GIL/Director of Libraries will respond to any request for the clarification of any bidding documents, which it receives during the meeting on the date mentioned on the RFP clause of this document
- 1.1.5 The Bidders will have to ensure that their queries for pre-bid meeting should reach to Name, Address, and email id of the officer mentioned by post, facsimile or email on or before pre bid meeting.

Bidder's Request for Clarification			
Name of Organization submitting request		Name & position of person submitting request:	Address of organization including phone, fax, email points of contact
Sr. No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1			

GIL/Director of Libraries shall not be responsible for ensuring that the bidder's queries have been received by them. **Any requests for clarifications post pre-bid meeting date and time may not be entertained by the GIL/DIRECTOR OF LIBRARIES.**

### Amendment of Bidding Documents

- 1.1.6 At any time prior to the deadline for submission of bids, GIL/Director of Libraries may, for any reason, whether on its own initiative or in response to the clarification may change their bidding document by amendment; the amendment will be uploaded online through <https://gil.gujarat.gov.in> & <https://gem.gov.in>.
- 1.1.7 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GIL/Director of Libraries at its discretion, may extend the deadline for submission of bids.
- 1.1.8 At any time prior to the last date for receipt of bids, GIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum with prior approval of the Director of Libraries.
- 1.1.9 Any such corrigendum shall be deemed to be incorporated into this RFP.

## C. PREPARATION OF BIDS

### Language of Bid

- 1.1.10 The proposal prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and GIL shall be in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the translation shall govern.

### Documents Comprising the Bid

- 1.1.11 The bid prepared by the Bidder shall comprise of the following documents:
- Cover of EMD and Affidavit (Physically at GIL office, Gandhinagar)
  - Technical Bid completed in accordance with ITB Clauses

1.1.12 The bid documents and addendums (if any) together shall be considered as final and self-contained bid documents notwithstanding any previous correspondence or document issued by GIL/DIRECTOR OF LIBRARIES.

#### **Bid Form**

1.1.13 The Bidder shall complete the Technical Bid furnished with this document giving details as per the format mentioned on the GeM Portal <https://gem.gov.in>.

#### **Terms of Payment**

This RFP is for empanelment only. No payment terms apply at this stage. No advance payment is admissible unless approved by competent authority

#### **Period of Validity Bids**

1.1.14 Bids shall be valid for 180 days after the date of bid opening. The GIL/Director of Libraries shall reject a bid valid for a shorter period as non-responsive.

1.1.15 In exceptional circumstances, the tendering authority may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

#### **Format and Signing of Bid**

1.1.16 Bidders have to submit the bids on the GeM portal website <https://gem.gov.in>. All supporting documents in the form of scanned copies submitted online should have sign and seal of the bidder.

1.1.17 Before filling in any of the details asked, bidders should go through the entire bid document and get the required clarifications from GIL/Director of Libraries during the pre-bid conference.

### **D. SUBMISSION OF BIDS**

#### **Sealing and Marking of Bids**

1.1.18 All bids must be submitted online through GeM portal <https://gem.gov.in> as per the formats mentioned therein.

1.1.19 Telex, cable, e-mailed or facsimile bids will be rejected.

#### **Deadline for Submission of Bids**

1.1.20 Bids must be submitted online not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared as a holiday for GIL, the bids will be received up to the appointed time on the next working day.

1.1.21 GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB, in which case all rights and obligations of GIL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **Late Bids**

1.1.22 Any bid received by GIL after the deadline for submission of bids prescribed by GIL will be rejected and /or returned unopened to the bidder.

#### **Modification and Withdrawal of Bids**

1.1.23 The bidder may modify or withdraw his bid before the last date of submission of bids through the GeM portal website <https://gem.gov.in>

1.1.24 No bid may be modified subsequent to the deadline for submission of the bids.

1.1.25 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry period of the bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security.

## **SECTION 3: TENDER PROCESSING AND EVALUATION**

### **3. Tender Processing and Evaluation**

The selection and empanelment process under this RFP shall be conducted in a fair, transparent, objective, and systematic manner. All bids shall be evaluated strictly in accordance with the provisions, eligibility conditions, and requirements specified in this RFP.

This Empanelment RFP does **not involve commercial/financial bidding** at this stage. Accordingly, evaluation shall be based solely on:

- Compliance with prescribed Category criteria
- Fulfilment of Technical Qualification (TQ) requirements
- Completeness and correctness of submitted documentation
- Validation of experience, credentials, certifications, and statutory compliance
- Adherence to RFP conditions without material deviation

Any bid containing material deviation from the RFP conditions shall be liable for rejection.

#### **3.1 Eligibility and Pre-Qualification Stage**

1. All submitted bids shall be scrutinized to verify compliance with the eligibility and pre-qualification criteria specified in this RFP.
2. Bids that are:
  - Incomplete,
  - Not supported with requisite documents, or
  - Non-compliant with mandatory eligibility criteria

shall be summarily rejected.

3. Only those bidders who fully satisfy the eligibility and pre-qualification requirements shall be considered for empanelment.

#### **3.2 Empanelment of Bidders**

1. Upon successful evaluation, eligible agencies shall be empanelled under the respective Category and approved Domains, as applicable.
2. An official Empanelment Notification shall be issued specifying:
  - Name of the Empanelled Agency
  - Category and Domain(s) of empanelment
  - Empanelment validity period
3. Empanelment shall not:
  - Confer any vested right for award of work,
  - Guarantee issuance of any work order, or
  - Ensure any minimum business or revenue commitment.

Empanelment merely qualifies the agency to participate in future requirement-specific selections.

### **3.3 Clarifications and Post-Evaluation Interactions**

At its sole discretion, Gujarat Informatics Limited (GIL) may invite a bidder for:

- Clarification of submitted documents
- Submission of additional supporting evidence
- Rectification of minor non-material discrepancies
- Demonstration / Proof of capability

Such interaction shall not be construed as negotiation of commercial terms, as no financial bidding is involved under this empanelment process.

Failure to provide satisfactory clarification within the stipulated time may result in rejection.

### **3.4 Validity period of empanelment (initially two (2) years, extendable at the discretion of The Director of Libraries.)**

1. Agencies meeting all prescribed requirements shall be issued a **Letter of Empanelment (LoA)** by GIL.
2. The LoA shall include:
  - Legal name and registered details of the firm
  - Approved Category and Domain(s)
  - Validity period of empanelment (initially two (2) years, extendable at the discretion of Department)
3. No financial engagement or commercial obligation shall arise at the time of empanelment.
4. Work allocation, if any, shall be carried out separately through requirement-specific processes.

### **3.5 Work Allocation Mechanism**

1. For specific project requirements, GIL/Concerned Department may issue:
  - Limited RFP
  - Term of Reference (ToR)
  - Domain-specific requirement document to empanelled agencies.
2. Selection among empanelled agencies may be conducted through:
  - QCBS (Quality-cum-Cost Based Selection)
  - LCS (Least Cost Selection)
  - Nomination Basis (for urgent, specialized, or niche requirements)
3. Department reserves the right to:
  - Seek technical presentations or demos,
  - Evaluate methodology and capability,
  - Reject any or all proposals without assigning reasons.
4. Non-responsiveness, non-participation, or repeated unsatisfactory performance may lead to suspension from future invitations.
5. The Director of Libraries reserves the right to take final decision regarding work allocation.

### **3.6 Review, Suspension, and Removal of Empaneled Agencies**

1. The Director of Libraries reserves the right to periodically review the performance and participation of empanelled agencies.
2. An agency may be considered for suspension or removal in cases including, but not limited to:
  - Failure to respond to three (3) consecutive invitations
  - Submission of non-compliant proposals on more than two (2) occasions
  - Unsatisfactory service delivery
  - Delays attributable to the agency
  - Misrepresentation or breach of contractual obligations
  - Any other circumstance deemed detrimental to public interest or project implementation
3. Prior to removal, a Show-Cause Notice shall be issued, and the agency shall be provided reasonable opportunity to respond.
4. The decision of The Director of Libraries shall be final and binding.
5. The Director of Libraries reserves the right to take final decision regarding review, suspension and removal of empanelled agencies.

## SECTION 4: GENERAL CONDITION CONTRACT

In this Contract, unless the context otherwise requires:

- **“Client” / “Department”** shall mean the Director of Libraries, Government of Gujarat.
- **“Project Owner”** shall mean the Director of Libraries (DoL), Government of Gujarat, which is the administrative authority for implementation of the project.
- **“GIL”** shall mean Gujarat Informatics Limited, acting as the implementing/technical agency or procurement support agency, wherever applicable.
- **“Service Provider” / “Publisher” / “Agency”** shall mean the firm, company, partnership, LLP, or legal entity empanelled and/or selected through the prescribed bidding process for providing the Services under this Contract, and shall include its permitted successors and assigns.
- **“Selected Bidder”** shall mean the bidder whose proposal has been accepted and to whom the Letter of Award (LoA) and/or Work Order has been issued.
- **“Contract”** shall mean the agreement entered into between the Client and the Selected Bidder, including the RFP, Scope of Work (SoW), Letter of Award (LoA), Work Order(s), all annexures, schedules, appendices, corrigenda, amendments, and any document incorporated therein by reference.
- **“Services”** shall mean all obligations, deliverables, duties, activities, content supply, licensing, platform management, reporting, support, and any other responsibilities to be performed by the Service Provider in accordance with the Scope of Work and the terms of this Contract.
- **“Work Order (WO)”** shall mean the formal written authorization issued by GIL and/or the Director of Libraries to the Selected Bidder for commencement of specific Services under this Contract. The Work Order shall specify the scope, duration, and other applicable terms for execution of the Services.

### 4.1 Earnest Money Deposited (EMD)

- 1.1.1 The bidder shall furnish, as part of its bid, an Earnest Money Deposit as asked in the bid.
- 1.1.2 Proposals not accompanied by EMD shall be rejected as non-responsive.
- 1.1.3 The successful bidder’s EMD will be discharged from GIL only after the signing of the contract and submission of performance security.
- 1.1.4 Unsuccessful bidder’s EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.
- 1.1.5 The EARNEST MONEY DEPOSIT shall be forfeited:
  - 1.1.5.1 If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form;
  - 1.1.5.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.
  - 1.1.5.3 Exemption from submission of EMD shall be applicable only to eligible bidders as per the prevailing GeM General Terms & Conditions (GTC). No other exemption shall be permitted

### 4.2 Performance Security/Performance Bank Guarantee (PBG)

- 1.1.6 The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.
- 1.1.7 The Successful bidder has to submit **Performance Bank Guarantee @ 5%** of total order value within 15 days from the receipt of notification of award/Contract signing for the duration of warranty/contract period from banks (operating in India having branch at

Ahmedabad/Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2024/2859/D.M.O. dated 01.05.2025 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is as per Form-6).

- 1.1.8 The Performance Security shall be in the form of Bank Guarantee valid till 12 months from the date of contract expiry.
- 1.1.9 The proceeds of the performance security shall be payable to the GIL/DIRECTOR OF LIBRARIES as compensation for any loss resulting from the Service provider's failure to complete its obligations under the Contract.
- 1.1.10 The Performance Security will be discharged by GIL/DIRECTOR OF LIBRARIES and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 1.1.11 No interest shall be payable on the Performance Bank Guarantee amount. GIL/DIRECTOR OF LIBRARIES may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

#### **4.3 Delivery and Documents**

- 1.1.12 Delivery of the Goods shall be made by the Service Provider in accordance with the terms specified by GIL/DIRECTOR OF LIBRARIES in the Notification of Award.

#### **4.4 Incidental Services**

- 1.1.13 The Service Provider is required to provide the following services, including additional services, if any.
- 1.1.14 Performance or supervision of the on-site assembly of the supplied Goods;
- 1.1.15 furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- 1.1.16 furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- 1.1.17 Performance or supervision or maintenance and/or repair of the supplied Goods, for the period of time mentioned in the tender notification.

#### **4.5 Prices**

- 1.1.18 Prices payable to the service provider as state in the contract shall be fixed during the performance of the contract.

#### **4.6 Assignment**

- 1.1.19 The service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with prior written consent of Director of Libraries.

#### **4.7 Delays in the Service Provider's Performance**

- 1) Delivery of the Goods and performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by GIL/DIRECTOR OF LIBRARIES.
- 2) If at any time during performance of the Contract, the Service Provider or his sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify GIL/DIRECTOR OF LIBRARIES 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, GIL/DIRECTOR OF LIBRARIES shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 3) The bidders shall read & understand the requirements thoroughly & shall adhere to the schedule strictly.

#### **4.8 Termination for Default or otherwise**

4.8.1 GIL/DIRECTOR OF LIBRARIES may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:

- a) if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Director of Libraries; or
- b) If the service provider fails to perform any other obligation(s) under the Contract.
- c) If the service provider, in the judgment of GIL/DIRECTOR OF LIBRARIES has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

- d) If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.

4.8.2 If Bidder has violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights. Certificate/affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.

#### **4.9 Force Majeure**

4.9.1 Notwithstanding anything contained in the tender, the SP shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

4.9.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

4.9.3 If a force Majeure situation arises, the service provider shall promptly notify to GIL/DIRECTOR OF LIBRARIES in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by GIL/DIRECTOR OF LIBRARIES in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

#### **4.10 Termination for Insolvency**

GIL/DIRECTOR OF LIBRARIES may at any time terminate the Contract by giving written notice to the Supplier / service provider, if the Supplier / service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without

compensation to the Supplier / service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Director of Libraries.

#### **4.11 Termination for Convenience**

4.11.1 GIL/DIRECTOR OF LIBRARIES by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Director of Libraries' convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.

4.11.2 The services / software that is complete and ready for rendering / deployment within 30 days after the service provider's receipt of notice of termination shall be accepted by GIL/DIRECTOR OF LIBRARIES at the Contract terms and prices. For the remaining services, GIL/DIRECTOR OF LIBRARIES may elect:

- a) To have any portion completed and delivered at the Contract terms and prices; and/or
- b) To cancel the remainder and pay to the service provider an agreed amount for partially completed services / software and for services / software previously procured by the service provider.

#### **4.12 Resolution of Disputes**

In this regard GIL/DIRECTOR OF LIBRARIES doesn't go for any arbitration on dispute and Director of Libraries' decision will be final and binding on the service provider.

#### **4.13 Governing Language**

The contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

#### **4.14 Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India and that of the State of Gujarat.

#### **4.15 Taxes and Duties**

Service providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted software/ services to Director of Libraries. However, GST in respect of the transaction between GIL/DIRECTOR OF LIBRARIES and the service provider shall be payable extra as on actual at the time of invoicing.

#### **4.16 Binding Clause**

All decisions taken by GIL/ The Director of Libraries regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

#### **Confidential Information, Security and Data: -**

The selected bidder will promptly on the commencement of the exit management period supply to GIL/DIRECTOR OF LIBRARIES, Gujarat or its nominated agencies the following:

- a. Documentation relating to Intellectual Property Rights;

- b. Project related data and confidential information;
- c. All current and updated data as is reasonably required for purposes of GIL/DIRECTOR OF LIBRARIES, Gujarat or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by GIL/DIRECTOR OF LIBRARIES, Gujarat or its nominated agencies; and
- d. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable GIL/DIRECTOR OF LIBRARIES, Gujarat or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to GIL/DIRECTOR OF LIBRARIES, Gujarat or its nominated agencies, or its replacement operator (as the case may be).
- e. Before the expiry of the exit management period, the selected bidder shall deliver to GIL/DIRECTOR OF LIBRARIES, Gujarat or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

**4.17 GIL/DIRECTOR OF LIBRARIES, Gandhinagar, reserves the right: -**

- 4.17.1 To vary, modify, revise, amend or change any of the terms and conditions mentioned above;  
or
- 4.17.2 To reject any or all the tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.
- 4.17.3 The decision regarding acceptance of tender by GIL/DIRECTOR OF LIBRARIES will be full and final.
- 4.17.4 Conditional tenders shall be summarily rejected.
- 4.17.5 GIL/DIRECTOR OF LIBRARIES is free to phase out the work if it feels it necessary.

## SECTION 5: SCOPE OF WORK

### 1. Objective

The objective of this **Request for Proposal (RFP)** is to **empanel qualified and experienced Service Providers / Publishers for the supply, licensing and access of e-Books for public libraries** under the Director of Libraries, Government of Gujarat.

The empanelled agency shall provide a centralized, secure, scalable, and user-friendly digital platform to enable seamless access to quality digital reading material across the State of Gujarat. The initiative aims to enhance digital access to quality reading resources, promote multilingual learning, and support both competitive as well as non-competitive readership across public libraries in Gujarat.

### 2. Scope of Services

#### 2.1 Supply of e-Books Content

The selected Service Provider shall supply a comprehensive and high-quality collection of e-Books.

**a) Content Categories:** The e-Book collection shall cover, minimum 50% of the competitive exams books as the government is promoting the same and it should be minimum 70% in local language (Gujarati) because, **many libraries are located at remote and tribal areas of the state.**

**The empanelment will be in both categories separately.**

**(1) Competitive categories**

**(2) Non- competitive categories**

The Publisher/Service Providers shall submit the list of titles for both **(1) Competitive Examination Preparation and (2) Non- Competitive/ General reading categories in a single prescribed format as per Annexure–1.** The Publisher/Service Providers shall be bound to provide subscription of the e-Books at the rates quoted by them in Annexure–1 throughout the empanelment period. The quoted rates shall remain valid and applicable for all procurements made during the validity of empanelment.

The Publisher/Service providers will be empanelled which is able to provide compulsory e-Books titles for subject as mentioned compulsory subjects in the sub-section 2.2 below. The agency will be empanelled in the relevant category/ categories as it provides the list of e-Books as per Annexure-1.

Further, whenever required by Director of Libraries, the Publisher/Service Providers shall submit the list of updated, revised, or newly published e-Books in the same prescribed format of Annexure–1.

#### 2.2 Competitive Examination Preparation

##### 1. Compulsory Titles: The Subjects for Competitive Category in local Language:

- o Mathematics/ Quantitative Aptitude
- o Reasoning
- o Gujarati

- o English
- o General Knowledge & Current Affairs Magazine
- o General Knowledge & Current Affairs Books

**Note-** In competitive e-books latest edition required.

## **2. Non-Competitive / General Reading**

**Compulsory Titles: The Subjects for Non- Competitive Category (any 4 of below):**

- o Literature
- o Academic Enrichment
- o Skill Development
- o Gujarati
- o English
- o Motivation
- o Religious
- o Fiction
- o Travel
- o Social Science
- o History
- o Philosophy
- o Children’s Literature
- o Novel
- o Popular Science
- o Geography

The content shall be curated author-wise and include different authors, academicians, subject-matter experts, and domain specialists. All titles must be current, relevant, academically reliable, and free from copyright infringement. The Service Provider shall ensure that all necessary publishing, distribution, and licensing rights are valid and legally compliant.

### **2.3 Licensing & Access Rights**

- E-Books shall be provided on a **Service Provider/Agency basis**.
- **License Validity:** One (1) year subscription, extendable based on requirement and performance.

The e-Books shall be provided on a **Service Provider/Agency basis** for a subscription period of one (1) year, which may be extended based on departmental requirements and satisfactory performance.

The license shall permit multi-user access as per agreed concurrency norms and shall not impose hidden restrictions or additional costs beyond the approved contract value. The Service Provider shall ensure uninterrupted access during the license validity period.

#### **2.3.1 API / EPUB Access Key**

Bidder shall provide API access credentials, metadata feed, discovery service integration, ONIX/MARC records, EPUB access keys, or any equivalent industry-standard mechanism required for integration with the Departments' Single Window Library Platform.

## 2.4 Digital Platform

The Service Provider shall provide and maintain a secure, centralized, web-based digital platform for accessing the e-Books.

### a) Platform Requirements

- Web-based platform compatible with Windows OS.

### b) Functional Features The platform shall support:

- Online reading
- Offline reading (where applicable)
- Basic E Books search options

The system shall ensure reliable uptime and seamless performance throughout the license period.

## 2.5 Report

The Service Provider shall provide a monthly MIS report to the Director of Libraries.

## 2.6 Support & Maintenance

The Service Provider shall ensure continuous technical and operational support during the entire contract period.

- Single Point of Contact (SPoC) for technical and operational support.
- Helpdesk support through email/phone during working hours.
- Issue resolution as per defined SLA.

## 2.7 Service Level Agreement (SLA) & Penalty Clauses

The Publisher/ Service Provider shall adhere to the Service Levels specified under this Contract. In case of non-compliance or failure to meet the prescribed timelines and performance standards, the following penalties shall be applicable:

Sl. No.	Non-Compliance	Penalty
1	Delay in deployment of digital platform as per SoW beyond agreed timeline	0.5% of the applicable Work Order value per week of delay, subject to maximum 10% of the Work Order value
2	Delay in making approved e-Book content available	0.5% of the affected content value per week of delay, subject to maximum 10% of the respective Work Order value

<b>3</b>	Platform downtime beyond agreed SLA uptime (excluding approved maintenance window)	Pro-rata deduction calculated based on monthly subscription value for the affected period
<b>4</b>	Failure to submit Monthly MIS Report within prescribed timeline	INR 5,000 per instance of delay
<b>5</b>	Repeated SLA Breach (three or more instances in a quarter)	Additional penalty up to 5% of quarterly invoice value and/or issuance of Warning Notice
<b>6</b>	Non-compliance with data security, confidentiality, or unauthorized sharing of user data	Penalty up to 10% of Work Order value and may lead to termination of contract

**Additional Conditions:**

1. The cumulative penalty in any contract year shall not exceed 10% of the annual contract value.
2. Penalties shall be recovered from pending payments or Performance Security, if applicable.
3. Imposition of penalty shall not relieve the Service Provider of its contractual obligations.
4. Continued or material breach of SLA obligations may result in:
  - o Suspension of services
  - o Blacklisting as per Government norms
  - o Termination of Contract

The decision of the Director / GIL regarding computation and imposition of penalty shall be final and binding.

**2.8 Contract Period**

The empanelment shall remain valid for **an initial period of two (2) years** from the date of execution of the agreement. Based on satisfactory performance, compliance with SLA requirements, continued departmental need, and mutual consent of both parties, the contract may be extendable at the discretion of The Director of Libraries.

The Director reserves the right to terminate the contract in case of unsatisfactory performance, breach of terms, or failure to comply with contractual obligations.

**Annexure- 1: Format for Submission of e-Book Title Details**

(To be submitted on the Bidder's Official Letterhead)

**RFP No.:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**Category Applied For (Tick ✓):**

Competitive Category

Non-Competitive Category

**Part- A: e-Book Title Details**

<b>Sr. No.</b>	<b>Book Title</b>	<b>Book Subject</b>	<b>Book Category (Competitive / Non-Competitive)</b>	<b>Price (INR)</b>

**Instructions to Bidders:**

1. Separate Annexure shall be submitted for each category applied.
2. Subjects must strictly comply with the compulsory subject requirements mentioned in the RFP.
3. Prices quoted shall remain valid during the empanelment period.
4. The bidder shall ensure legal rights and licensing compliance for all submitted titles.

**Declaration**

I/We hereby declare that the above details are true and correct and that the listed titles are legally licensed and available for supply as per the terms of the RFP.

Signature of Authorized Signatory: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal & Stamp: \_\_\_\_\_

Date: \_\_\_\_\_

**Form- 2: Proposal Covering Letter**

**(To be on the Bidder's letterhead duly Signed by Authorized Signatory)**

**Tender Ref No:**

**To  
(I/C) GM – Software Procurement  
e-Governance Division,  
Gujarat Informatics Ltd.  
Block no. 2, 2nd floor, Karmayogi  
Bhavan, Sector 10-A, Gandhinagar.**

Ref: Request for Proposal (RFP) for <<>>>

Dear Sir,

We ..... (Name of the bidder) hereby submit our proposal in response to notice inviting tender date ..... And GEM bid no. xxxxxxxxxx Dated: dd/mm/yyyy and confirm that:

1. All information provided in this proposal and in the attachments, is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the items (including services) as per the price bid format Section-VII as mentioned in the RFP.
5. We the Bidder are not under a declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. We have an office in the state and relevant documents for the same are attached. We undertake that if the local presence is not there in the state, that we shall establish an office at Gandhinagar/ Ahmedabad, within 30 days from the date of the award of contract.
7. Gujarat Informatics Limited may contact the following person for further Information regarding this tender: -
  - a. Name & Designation:
  - b. Full address of office
  - c. Email ID & Contact No.
8. We are uploading our Response to the RFP (Eligibility, technical and financial bid documents) as per the instructions set out in this RFP.

Yours Sincerely,

(Signature)

Name of Authorized Signatory:

Designation:

Date:

Name of the bidder:

**Annexure-3: Bidder Details**

<b>Particulars</b>	<b>Details</b>
Name of the Bidder	
Registered Address	
Contact Person	
Email / Phone No.	
GST Registration No.	
PAN No.	

## FORM 4: Non-Disclosure Agreement

### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (the "Agreement")

Made this \_\_\_ day of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_ a \_\_\_\_\_ Corporation, and \_\_\_\_\_ a \_\_\_\_\_ corporation, (collectively, the "Parties" and each individually a "Party").

The Parties are exploring the possibility of engaging in one or more mutually beneficial business relationships (collectively, the "Business Relationship"). The Parties recognize that in the course of their discussions to further the Business Relationship, it will be necessary for each Party to disclose to the other certain Confidential Information (as defined below). Each Party desires to set forth the terms that apply to such Confidential Information.

**NOW, THEREFORE**, for and in consideration of the foregoing, of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**1.** The Parties shall (i) use reasonable efforts to maintain the confidentiality of the information and materials, whether oral, written or in any form whatsoever, of the other that may be reasonably understood, from legends, the nature of such information itself and/or the circumstances of such information's disclosure, to be confidential and/or proprietary thereto or to third parties to which either of them owes a duty of nondisclosure (collectively, "Confidential Information"); (ii) take reasonable action in connection therewith, including without limitation at least the action that each takes to protect the confidentiality of its comparable proprietary assets; (iii) to the extent within their respective possession and/or control, upon termination of this Agreement for any reason, immediately return to the provider thereof all Confidential Information not licensed or authorized to be used or enjoyed after termination or expiration hereof, and (iv) with respect to any person to which disclosure is contemplated, require such person to execute an agreement providing for the treatment of Confidential Information set forth in clauses (i) through (iii). The foregoing shall not require separate written agreements with employees and agents already subject to written agreements substantially conforming to the requirements of this Section nor with legal counsel, certified public accountants, or other professional advisers under a professional obligation to maintain the confidences of clients.

**2.** Notwithstanding the foregoing, the obligation of a person to protect the confidentiality of any information or materials shall terminate as to any information or materials which: (i) are, or become, public knowledge through no act or failure to act of such person; (ii) are publicly disclosed by the proprietor thereof; (iii) are lawfully obtained without obligations of confidentiality by such person from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) are independently developed by such person from

Sources or through persons that such person can demonstrate had no access to Confidential Information; or (v) are lawfully known by such person at the time of disclosure other than by reason of discussions with or disclosures by the Parties.

**3.** All Confidential Information delivered pursuant to this Agreement shall be and remain the property of the disclosing Party, and any documents containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to the disclosing Party upon written request, or destroyed at the disclosing Party's option. Nothing herein shall be construed as granting or conferring any rights by license or otherwise, express or implied, regarding any idea made, conceived or acquired prior to or after the Effective Date, nor as granting any right with respect to the use or marketing of any product or service. The Parties shall use the Confidential Information only for the Business Relationship.

The obligations of the Parties under this Agreement shall continue and survive the completion or abandonment of the Business Relationship and shall remain binding for a period of three (03) years with extended contract period (if applicable) from the Effective Date.

**4.** As a violation by either Party of this Agreement could cause irreparable injury to the other Party and as there is no adequate remedy at law for such violation, the non-breaching Party may, in addition to any other remedies available to it at law or in equity, enjoin the breaching Party in a court of equity for violating or threatening to violate this Agreement. In the event either Party is required to enforce this Agreement through legal action, then it will be entitled to recover from the other Party all costs incurred thereby, including without limitation, reasonable attorney's fees.

**5.** Neither Party makes any representation or warranty with respect to any Confidential Information disclosed by it, nor shall either Party or any of their respective representatives have any liability hereunder with respect to the accuracy or completeness of any Confidential Information or the use thereof.

**6.** Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

**7.** Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective on the first business day following the date of receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. All notices given under this Agreement shall be addressed to the addresses stated at the outset of this Agreement, or to new or additional addresses as the Parties may be advised in writing.

**8.** This Agreement is to be governed by and construed in accordance with the laws of the state of Neither Party shall be deemed to waive any of its rights, powers or remedies hereunder unless such waiver is in writing and signed by said Party. This

Agreement is binding upon and inure to the benefit of the Parties and their successor and assigns.

9. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and is intended as the Parties' final expression and complete and exclusive statement of the terms thereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral for the said subject matter. Neither Party is to be bound by any pre-printed terms appearing in the other Party's form documents, tariffs, purchase orders, quotations, acknowledgments, invoices, or other instruments. This Agreement may be amended or modified only by an instrument in writing signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**By:**

**By:**

**Name:**

**Name:**

**Title:**

**Title:**

**FORM 5: FORMAT OF EARNEST MONEY DEPOSIT IN FORM OF BANK GUARANTEE**

Ref:

Bank Guarantee No.

Date:

**To,**  
**(I/C) GM – Software Procurement**  
**e-Governance Division,**  
Gujarat Informatics Limited  
Block no. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan  
Sector-10A, Gandhinagar-382017,  
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the GeM Bid no: **GEM/XXXX/B/XXXXX dated XX.XX.XXXX** for RFP for "Request for Proposal (RFP) for Empanelment of Service Providers / Publishers for supply, licensing and access of e-Books for public libraries, Government of Gujarat" KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the \_\_\_\_\_, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- 2026.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
  - a. if a Bidder withdraws its bid during the period of bid validity
  - b. Does not accept the correction of errors made in the tender document;
  - c. In case of a successful Bidder, if the Bidder fails:
    - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser  
or
    - (ii) To furnish performance bank guarantee as mentioned above or
    - (iii) If the bidder is found to be involved in fraudulent practices.
    - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the above mentioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 12 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by

reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and notwithstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_

Signed and delivered by

\_\_\_\_\_

For & on Behalf of

Name of the Bank & Branch &  
Its official Address

Approved Bank: Any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2024/2859/D.M.O. dated 01.05.2025 issued by Finance Department or further instruction issued by Finance department time to time.

**FORM 7: PERFORMANCE BANK GURANTEE**

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To,

**(I/C) GM – Software Procurement**

e-Governance Division

Gujarat Informatics Limited

2nd Floor, Block No. 2, Karmayogi Bhavan, C&D Wing, Sector 10-A, Gandhinagar - 382010

Gujarat, India

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s.

.....having  
Principal Office at ..... (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of \_\_by issue of Purchase Order No... Dated

..... issued by Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipment as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER,\_\_\_\_\_having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs.\_(Rupees\_\_) to the OWNER/PURCHASER on demand at any time up to\_\_\_\_\_without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator, or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

---

Signed and delivered by

---

For & on Behalf of  
Name of the Bank & Branch & Its official Address

**List of approved Banks:**

**All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. No. EMD/10/2020/42/DMO dated 19.10.2020 issued by Finance Department or further instruction issued by Finance department time to time.**

**FORM 8: Declaration Letter**

*(Physical submission on Company's letter head)*

**Date :** <<dd-mm-yyyy>>

To,

**(I/C) GM – Software Procurement**

e-Governance Division

Gujarat Informatics Ltd.

Block No. 2, 2nd Floor, Karmayogi Bhavan,

Sector-10A, Gandhinagar – 382010, Gujarat

**Subject:** DECLARATION OF NOT BANNED/BLACKLISTED/DEBARRED

Dear Sir,

With reference to the “Request for Proposal (RFP) for Empanelment of Service Providers / Publishers for supply, licensing and access of e-Books for public libraries, Government of Gujarat”, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>> certify that, our Company <<Name of the bidder>> is not banned or blacklisted or debarred by any Central/State Government Authority/Institution.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Designation : \_\_\_\_\_ Name of the Company :

\_\_\_\_\_  
Date : \_\_\_\_\_/\_\_\_\_\_/ 2026

Place : \_\_\_\_\_.

## SECTION 9: SELF DECLARATION

### (TO BE SUBMITTED PHYSICALLY ALONG WITH EMD)

I/We, \_\_\_\_\_, age \_\_\_\_\_ years residing at \_\_\_\_\_  
in capacity of \_\_\_\_\_ M/s. \_\_\_\_\_  
hereby solemnly affirm that

All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and / agree to abide by the same.

I/ We have submitted following Certificates / Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

Sr. No.	Name of the Document
1	
2	

All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.

It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.

I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.

I / We also understand that failure to produce the documents in "Prescribed Performa" (wherever applicable) as well as failure to give requisite information in the prescribed Performa may result in to rejection of the tender.

My / Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.

I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.

The above certificates/ documents are enclosed separately and not on the Proforma printed from tender document.

I / We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is \_\_\_\_\_, which is issued on the name of \_\_\_\_\_ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm;1, whichever is applicable].

I / We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.

I / We have physically signed & stamped all the above documents along with copy of tender documents (page no. ---- to -- ).

I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.

I / Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company.

I / We hereby commit that we have paid all outstanding amounts of dues/ taxes/ cess/ charges/ fees with interest and penalty.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.

Whatever stated above is true and correct to the best of my knowledge and belief.

Date:

Stamp & Sign of the Tenderer

Place:

(Signature and seal of the Notary)

**Form-10: On letterhead of Bidder**

*(To be submitted on the Bidder's letterhead, duly signed by Authorized Representative)*

**Undertaking as per guidelines published by Ministry of Finance, Dept. of Expenditure, Public Procurement division dated 23.07.2020.**

I, the undersigned, authorized representative of **M/s <>**, hereby certify that I have read and understood the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per guidelines issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23.07.2020.

I further certify that <>:

- Is not from such a country, OR
- If from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is also registered with the Competent Authority.

I hereby confirm that <> fulfills all requirements in this regard and is eligible to be considered for the tender "Request for Proposal (RFP) for Empanelment of Service Providers / Publishers for supply, licensing and access of e-Books for public libraries, Government of Gujarat"

[Where applicable, evidence of valid registration by Competent Authority shall be attached.]

If the information provided herein is found to be false, it shall be treated as grounds for immediate termination of the contract and initiation of legal action in accordance with law.

(Signature)

Authorized Representative of <>

Name & Designation:

Date:

Seal of the Bidder

**ANNEXURE – 11**  
**UNDERTAKING BY BIDDER**

*Acceptance of Final Authority of the Director of Libraries, Government of Gujarat*

**Name of Bidder /  
Organisation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

I / We, the undersigned Authorised Signatory of the above-named bidding entity, in response to the Request for Proposal issued by Gujarat Informatics Limited (GIL) on behalf of the Director of Libraries, Government of Gujarat, do hereby solemnly undertake and declare as follows:

- 1. SOLE AUTHORITY** — The Director of Libraries, Government of Gujarat, is the sole and final competent authority for all decisions relating to issuance, modification, suspension, or cancellation of Work Order(s); grant or revocation of empanelment; evaluation, acceptance, or rejection of bids; interpretation of RFP / Contract terms; imposition of penalties, deductions, or recoveries; and any other administrative, operational, or contractual decision under this RFP. Decisions communicated by GIL in its capacity as implementing agency shall be deemed decisions of the Director of Libraries.
- 2. BINDING DECISIONS** — All decisions of the Director of Libraries shall be final, conclusive, and binding upon us. We shall not challenge or contest any such decision except where expressly permitted under the applicable laws of India and the State of Gujarat.
- 3. NO VESTED RIGHT** — Empanelment under this RFP does not confer upon us any vested right, entitlement, or guarantee of Work Order, award of contract, or minimum business or revenue. The Director of Libraries retains absolute discretion in work allocation and is not obligated to assign reasons for any decision.
- 4. WORK ORDER & CANCELLATION** — We explicitly accept the right of the Director of Libraries to issue, hold, modify, or cancel any Work Order at any stage without obligation to provide justification. We waive all claims for damages, loss of profit, or compensation arising from non-issuance or discretionary cancellation of a Work Order.
- 5. COMPLIANCE & DISPUTE RESOLUTION** — We shall comply promptly with all instructions, notices, and orders issued by the Director of Libraries or GIL. In the event of any dispute, the decision of the Director of Libraries shall be the first and preferred mode of resolution. The courts at Gandhinagar / Ahmedabad shall have exclusive jurisdiction over all disputes arising from this RFP or any contract thereunder, governed by the laws of the Union of India and the State of Gujarat.
- 6. CONSEQUENCES OF MISREPRESENTATION** — We understand that any misrepresentation, suppression of facts, or submission of false documentation shall entitle the Director of Libraries to cancel our empanelment, forfeit our EMD / Performance Bank Guarantee, and initiate legal proceedings as applicable.
- 7. SUSPENSION / REMOVAL** — We accept that non-responsiveness to invitations, unsatisfactory performance, or any conduct detrimental to the interest of the Director of Libraries may result in suspension or permanent removal from the empanelment panel after a Show-Cause Notice, and such decision shall be final and binding.

*I / We hereby confirm that the above undertaking has been given voluntarily, with full knowledge of its legal implications, and that the contents hereof are true and correct to the best of my / our knowledge and belief.*

**Signature of Authorised Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

PAN of Entity: \_\_\_\_\_

Place: \_\_\_\_\_

**Company Seal & Stamp**

*(Affix seal here)*

*To be submitted on Bidder's official letterhead, signed & sealed, and uploaded on GeM Portal (<https://gem.gov.in>) along with other bid documents.*