



Expression of Interest to facilitate
Book Publication
for
National Institute of Electronics and Information Technology (NIELIT)
for various stake-holders

[Reference No. NIELIT-A/PB/HC/2015 Dated: 23 January, 2015

Place for opening of the bid	Video Conference Room National Institute of Electronics and Information Technology (NIELIT), Dr. BAM University Campus, Aurangabad (Maharashtra) 431004.
Last Date & Time of Submission of Bid	Monday 9 th Feb, 2015 1200 Hrs
Date & Time of Opening of Technical Bid	Monday 9th Feb, 2015 1500 Hrs

Cost of Expression of Interest (Eol) Document: Rs. 500/- only (Rs. Five hundred only) non-refundable.

Name of the Bidding Company/ Firm:	
Contact Person(Authorized Bid Signatory):	
Correspondence Address:	
Mobile No Telephone Fax	
Website	
Official E-mail Address	

Disclaimer

This EXPRESSION OF INTEREST is not an offer by NIELIT, but an invitation to receive offer from bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officer of NIELIT with the bidder.

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Chapter 1

Introduction to NIELIT

Introduction

NIELIT (erstwhile DOEACC Society) is an Autonomous Scientific Society under the administrative control of Department of Electronics and Information Technology (DeitY), Ministry of Communications and Information Technology, Govt. of India. It was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communication Technologies (IECT).

The Society, has its presence at 32 locations i.e. at Agartala, Aizawl, Ajmer, Aurangabad (Maharashtra), Calicut, Chandigarh with branch office at Shimla, Chennai, Delhi, Gangtok, Gorakhpur with branch offices at Lucknow, Guwahati / Tezpur, Kokrajhar, Jorhat, Imphal, Itanagar, Kohima / Chuchuyimlang, Kolkata, Churachandpur (Manipur), Lunglei (Mizoram), Patna, Ranchi, Shillong and Srinagar/Jammu/Leh with its Headquarters at New Delhi.

The Society is engaged in carrying out Education & Training Programs - both in the Formal & Non-Formal sectors in the area of IECT. Its mandate includes development of Industry oriented quality education and training programs in the state-of-the-art areas, to establish standards and to be the country's premier institution for Examination and Certification in the field of IECT. It is also a National Examination Body, which accredits institutes/organizations for conducting courses in the non-formal sector Education in the field of IT and related areas.

NIELIT Centres are conducting long-term courses at Postgraduate level (M.Tech) in Electronics Design & Technology, Embedded Systems etc. which are not normally offered by Universities/Institutions in the formal sector. Other long term courses conducted by the Centers are Diploma Level courses in Electronics Production & Maintenance, Electronic Engineering, Computer Science & Engineering, Masters in Computer Application, and Bachelor in Computer Applications etc., which are affiliated to respective State Universities/Technical Boards.

As for non-formal Sector, NIELIT Centres are conducting various long term courses viz. NIELIT 'O', 'A', 'B' & 'C' level Courses, Computer Hardware & Maintenance O/A Level and O/A/B level courses in Bio-informatics, Entrepreneurship development, etc. depending upon the demand in respective region. NIELIT also offers Course on Computer Concepts (CCC), Basic Computer Course (BCC), Awareness Computer Course (ACC), which are basically IT Literacy Level Courses for anybody and everybody.

NIELIT Centres are also imparting training through Short Term Courses in the areas of Information Technology, Electronics Design & Technology, Manufacturing Technology, Maintenance Engineering, ITES-BPO etc. Besides the training activities, NIELIT Centres are offering consultancy services and undertaking software development projects in addition to Govt. sponsored projects in the area of Education & Training, R & D, etc.

Vision

To be the leader in development of industry oriented quality education and training in the state of the art areas, establish standards and be the country's premier institution for examination and certification in the field of Information, Electronics and Communications Technology (IECT).

Mission

To be the single source for quality assurance in computer education among the nation's non-formal institutes. After turning out competent IT professionals in large numbers, NIELIT reach is now being extended to all regions of the country as well as overseas.

Objective

The main objectives of NIELIT are

- To generate quality manpower and develop skilled professionals in the area of Information, Electronics & Communications Technology (IECT) and allied fields, by providing world class education & training and accreditation services.
- To provide continuing support to learners and trainers through active design & development of innovative curricula and content aligned with the dynamically changing IECT scenario as and when required.
- To establish a globally recognized quality system of training, examination and certification and provide a fair assessment of the competency of students.
- To continue to implement various NIELIT Schemes in the Non- Formal Sector in the IECT area.
- To establish standards in the area of IECT and to develop market oriented courses in the emerging areas as per the need.
- To impart continuing education for up-gradation of knowledge and skills of Industry professionals & academicians considering high obsolescence in the area of IECT.
- To provide entrepreneurship development program in the area of IECT.
- To develop and promote the culture of market to encourage and nurture industry oriented design and development.
- To provide Consultancy and Services to Government and non-Government Organizations in IECT

Activities of NIELIT (HQ) and its Centres

Core activities of NIELIT Society - Education & Training in the area of Information, Electronics and Communication Technology (IECT) are different from other educational programs of similar nature, in scope and quality, in the following aspects:

- Flexible programs with consistent and timely updating of Course Curricula to conform to industry needs, so that the students graduating from the Society should not only find employment but also be sought after by the Industry.
- Industry participation in the formulation and running of programs, particularly for imparting hands-on-experience.
- Latest Technology is used in all operations of the Society.
- Regular feedback from customers i.e. students and Industry.

The above IT Education & Training Programs are categorized as follows:

- IT Education & Training for fresh students;
- Continuing Education (Refresher training/up-gradation) for working professionals through Short-Term/Long-Term Courses;
- Training of Trainers at various levels; and
- New courses in emerging areas of IECT

The Society is also engaged in Data Processing, Software Development and Consultancy projects in addition to Education & Training Programs.

Additional activities of NIELIT Aurangabad

NIELIT Aurangabad is the nodal centre for Accreditation of institutions for Hardware courses (CHM O/A and ESDM) conduction of Hardware courses through accredited centres, conduction of examinations of the hardware courses, result processing and certification.

In order to make the hardware courses relevant, attractive, job-oriented and system-efficient, an overhaul of the hardware courses is under process. The following has been accomplished.

1. Automation in the accreditation mechanism, now provisional accreditation can be awarded within two weeks and formal accreditation can be awarded within six months, which would be valid for three years.
2. Course structure of CHM-O and CHM-A is updated. Now, the courses are in modular form. Also they are being mapped in the NSQF framework at suitable levels.
3. Syllabi of the CHM O level has been updated. It is under evaluation by experts. And Course structure of CHM A level will be evaluated after the O level.
4. Examination and certification mechanism has been prepared and ready for launch.

Apart from the Hardware course nodal centre responsibility, NIELIT Aurangabad is a full-fledged institution for Diploma, B. Tech., M. Tech. and Ph.D. courses under MoU with the Dr. Babasaheb Ambedkar Marathwada University, Aurangabad (Maharashtra).

Chapter - 2**ABBREVIATIONS & DEFINITIONS**

Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to represent the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document (later defined as EXPRESSION OF INTEREST) presented in Two documents, Technical Bid and Financial Bid, which are supplied with necessary documents and forms, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ vender responding to Invitation for Bids and who is participating in the Bid. Referred as second party too.
Consortium	A consortium is an association of two or more individuals, companies, organizations or any combination of these entities with the objective of participating in a common activity or pooling their resources for achieving a common goal.
Contract	"The Contract" means a legally enforceable agreement entered into between NIELIT and the selected bidder(s) with mutual obligations.
Day	"Day" means a working day as per Government Of India (Gol).
DeitY	Department of Electronics & Information Technology, Government of India (Gol).
Deployment	Implementation, Maintenance and Support
EMD	Earnest Money Deposit.
Expression of Interest (Eol)	Expression of Interest (Bid document), is issuing an invitation for suppliers, through a bidding process, to submit a bid on a specific commodity or service.
Gol	Government of India.
Goods	Means a tangible physical product other than a service which is intangible i.e. all the products, the bidder is required to supply under the Contract.
Lol	Letter of Intent
NIELIT	National Institute of Electronics and Information Technology,
NIT	Notice Inviting Tender.
PC	Procurement Committee
Project Site	"The Project Site", wherever applicable, means the designated place or places.
Purchaser/ Tendering Authority	Person or entity that is a recipient of goods or services provided by a bidder under a purchase order or contract of sale; also called buyer. Here it is NIELIT Aurangabad for the purpose. It may be referred as first party too.
Security Deposit (SD)	Submission of the 10% amount of the Order Value by the Bidder and is retained till the successful completion of the project (as long as the contractual agreement is valid).
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good.
SLA	Service Level Agreement is an agreement between two parties wherein one is NIELIT and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SoW	Scope of Work
Week	Period of seven days, rounded up to nearest number.

Chapter-3**Invitation for Expression of Interest (Eol)****Ref. No. NIELIT-A/PB/HC/2015****Dated: 15th January, 2015**

NIELIT invites Expression of Interest (Eol) from the eligible bidders for Book Publication. The mandate is to facilitate candidates Pan India with printed learning material. The schedule of dates is as follows:

S.No.	Nature of the project	Book Publication
1.	Estimated cost of work per year	₹ 6,00,000/-
2.	Earnest Money Deposit (EMD)	₹ 50,000/-
3.	Publishing Date	Friday 23rd January, 2015
4.	Eol Submission Start Date	Friday 23rd January, 2015
5.	Eol Submission End Date & Time	Monday 9 th February, 2015, 1200 Hrs
6.	Expression of Interest (Eol) Opening Date & Time	Monday 9 th February, 2015, 1500 Hrs
7.	Date & Time of opening of Financial bids	Will be intimated later to the Shortlisted bidders
8.	Website for downloading Tender Document, Corrigendum, Addendums Etc	http://www.aurangabad.nielit.gov.in
9.	Expression of Interest (Eol) and Financial Bid Validity	180 Days from the date of bid submission

This Expression of Interest (Eol) establishes the fundamental requirements for Book Publication useful to different stakeholders including NIELIT, for entering into a contractual relationship with a qualified respondent entity which is willing and able to meet the expectations of NIELIT Aurangabad (Maharashtra) (Herein after called NIELIT).

Queries related to Eol may be sent to following e-mail latest by Monday 2nd February, 2015 1800 Hrs at dir-aurangabad@nielit.gov.in

Chapter 4

General Information to Bidders regarding submission of Expression of Interest(Eol)

1. The EXPRESSION OF INTEREST document can be downloaded from web site (www.nielit.gov.in or www.aurangabad.nielit.gov.in) or may be requested by mail.
2. Interested applicants are advised to study the document carefully. Submission of Application shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.
3. The Bidder shall bear all costs associated with the preparation and submission of its bid and NIELIT will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bid process
4. Each offer shall specify only a single bid meeting the tender specifications and it is the responsibility of the Bidder to decide the best of breed solution.
5. Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected.
6. The Director, NIELIT reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Director, NIELIT shall be final. The work can be awarded to one or more agencies if need arises. Initially the contract will be for three years extendable up to five years at the discretion of competent authority.

7. Financial Bid

- a) The bidder shall indicate the prices/rates as specified in the format given at Annexure 2.
- b) The bidders should quote their most competitive prices/rates.
- c) All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words **shall render the bid liable for rejection**. Bidders should ensure that there are no alterations / corrections in the prices/rates submitted by them.
- d) In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.
- e) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

8. Security Deposit/EMD

- a) The bidder should enclose EMD of Rs. 50,000/- (Rupees fifty thousand only) in form of Demand Draft drawn in favour of NIELIT and payable at Aurangabad (Maharashtra), with the Technical proposal/bid.
- b) The bids without EMD shall be summarily rejected.
- c) The successful bidder shall be required to deposit Performance Security equivalent to 10% of contract value to NIELIT before release of his EMD.
- d) Earnest money will be returned to unsuccessful bidders without interest within 90 days after award of contract or setting aside the tender, as the case may be.

- e) Earnest money will be forfeited if the successful bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

9. Acceptance of offer

NIELIT reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

10. Excuse from Claim

The Bidder at no point of time can excuse themselves from any claims by NIELIT whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation etc. as mentioned in Expression of Interest (Eol) document.

11. Adherence to Schedule

The Bidder has to adhere to the time schedule of activities mentioned in the Expression of Interest (Eol) and no request to change the last date or extend period / time for submission shall be entertained by NIELIT. However, NIELIT reserves the right to extend the date/time for submission of the responses without assigning any reason by notifying in its website.

12. Divide the Scope

NIELIT reserves the right to divide the scope and may choose multiple/different bidders.

13. Submission of Eol

The Bidder shall submit their Eol in two parts

- (i) Technical Bid and
- (ii) Financial Bid

The tender is a "Two Bid" document. The Technical Proposal should contain all the relevant information and desired enclosures in the prescribed format along with Cost of Tender Document and Earnest Money Deposit (EMD). The Financial Proposal should contain only Financial Bid as per Annexure 2. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.

The Expression of Interest (Eol) should be submitted as mentioned in this clause only of the tender document. Submission of Technical Bid & Financial Bid in any other format may result in invalidation of such bids. Bid submitted cannot be modified after submission of the bid offers.

All information called for in the enclosed Annexure should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed Annexure or deliberately suppressing the information may result in the bidder being summarily disqualified.

Offers sent by post should be sent by Registered/Speed Post so as to reach NIELIT Aurangabad (Maharashtra) before the closing date, with an acknowledgement due.

14. Bid Response Format

The bidder shall effectively communicate the solution and shall cover all the requirements as given in the Expression of Interest (Eol). The bidder shall use the following format to submit the response:

- The documents of the Technical Bid shall be placed in lacquer sealed envelope clearly marking “Technical Bid for Book Publication”.
- The Financial Bid shall be placed in separate lacquer sealed envelope clearly marking it as “Financial Bid for Book Publication (Do not open with Technical Bid)”.
- The above two envelopes shall be placed in third envelope, which shall also be appropriately lacquer sealed and marked as “Expression of Interest (Eol) for Book Publication”.

15. Confidentiality of Process:

Information relating to the clarification, evaluation and comparison of bids, and recommendations for the award of the contract shall not be disclosed to Bidders or any other persons until the award of work to the successful Bidder has been announced.

16. Right to Termination/Cancellation

Notwithstanding anything contained in this document, NIELIT reserves the right to cancel/terminate the bid/proposal process without assigning any reason whatsoever, at any time, prior to signing the contract and NIELIT shall have no liability for above-mentioned actions.

17. Authentication of Bid

The Bid document should be typewritten and there should not be any overwriting or cutting or interpolation. The Bid Document shall be signed by a person duly authorized to bind the organization to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person signing the Bid Document shall sign and stamp at the bottom of all pages of the Bid Document and each page of the bid document should be properly numbered and submitted as a package along with forwarding letter on bidder’s letter head. **Any correction/overwriting/cutting/use of whitener etc. may lead to rejection of the Bid.** All the Bidders have to abide by all the terms and conditions mentioned in this EXPRESSION OF INTEREST document.

18. Enclosures of Expression of Interest (Eol)/BID

The documents to be enclosed with the Technical and Financial Bid shall be as per the checklist.

19. Address for Submission of Expression of Interest (Eol)/BID

Expression of Interest (Eol)/Bid complete in all respect shall be addressed to:

The Director,
National Institute of Electronics and Information Technology (NIELIT),
Dr. BAM University Campus,
Aurangabad (Maharashtra) - 431004, India

In addition to the above, all envelopes including the inner envelopes shall bear the name and address of the Bidder. *If the outer envelope is not sealed and marked as required, NIELIT will assume no responsibility for the Bid's misplacement or premature opening.*

20. Late Bids

Any Bid received by NIELIT after the deadline for submission of Bids prescribed in this document, will be summarily rejected and returned unopened to the Bidder. NIELIT shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

21. Opening of Expression of Interest (Eol)

NIELIT will open Expression of Interest (Eol) as per schedule. The bidder may depute their authorised representative for the event. The Bidder's representative who is present shall sign the attendance roll evidencing his/her attendance. Even if no representative of the bidder is available, the Expression of Interest (Eol) would be opened as per schedule. In the event of the specified date being declared a holiday for NIELIT, the Expression of Interest (Eol)s shall be opened at the appointed time and location on the next working day.

22. Announcement of Expression of Interest (Eol)

The Bidder's names, modifications, if any, in the Proforma and the presence or absence of requisite fees and such other details will be announced at the opening of Expression of Interest (Eol)s. No Expression of Interest (Eol) shall be rejected at the time of Expression of Interest (Eol) opening except for late submissions.

23. Clarification of Bids

To assist in the examination, evaluations and comparison of bids, NIELIT may, at its sole discretion, ask the Bidder for clarification on the Expression of Interest (Eol) submitted. The request for clarification shall be in writing by post or email or by fax. The response shall be submitted in writing by registered/speed post duly signed by authorised representative. If the response to the clarification is not received before the expiry of deadline prescribed in the request, the Expression of Interest (Eol) shall be rejected. No representation in this regard would be entertained after rejection of the Expression of Interest (Eol).

24. Completeness of Bids

NIELIT will examine the Bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document. Information must be furnished in comprehensive manner against each column of Bid Document.

25. Rectification of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the bids are submitted. If any interlineations, erasures, alterations, fluid-marking, additions or overwriting

are found, the bid shall be rejected summarily. Arithmetic errors in bids will be considered as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the evaluation, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern or whichever is logically correct.
- (c) Notwithstanding the above, the decision of the Evaluation Committee shall be final and binding.

26. Rejection of Bid

The Bid shall be submitted duly filled by downloading EXPRESSION OF INTEREST document from website. Bids submitted by Telex, Fax or e-Mail would not be entertained.

Bid may be rejected at any stage of the evaluation if it is found that the bidder has provided misleading information or has been blacklisted by a Central or a State government or has indulged in malpractice/unethical practice or not honoured contractual obligation elsewhere.

If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, NIELIT reserves the right to reject such a bid at any stage.

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by NIELIT and will not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or any reservation by the Bidder. Even though bidder may satisfy the qualifying criteria, it is liable to disqualification if it has record of poor performance or not able to understand the scope of work, etc.

27. Validity of Bid

Bids shall be valid for acceptance for a period of at least 180 (One Hundred and Eighty) days from the last date of submission of bid. The Bid with lesser validity period is liable to be rejected. However, subject to the validity period of bid being extended further, if required, by mutual agreement from time to time.

28. Opening of Financial Bids

Financial Bids will be opened and compared after the technical evaluation of Expression of Interest (Eol). The financial bids of the shortlisted technically qualified bidders will be opened. The name of Bidder, bid prices of each Bid, shall be announced by NIELIT during opening of financial Bid.

The date, time and venue of opening of financial bid of the technically shortlisted bidders will be intimated by displaying the same on the prescribed website of NIELIT only.

29. Undertaking for reasonableness

The bidder would give an undertaking with financial bid that to the best of their knowledge and belief:

- (a) Tendered rates are at par with the prevailing market rates and not more than the price usually charged for services of same nature/class or description from any private purchaser either foreign or as well as Government purchaser.
- (b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted are not higher than the controlled price.
- (c) Services/Products/Goods supplied, will be of requisite specification and quality.

30. Enquiries and Clarifications:

In respect of clarifications sought, the following shall apply:

1. Bidders are encouraged to clarify any query with NIELIT and suggest discrepancies in the bid process, if they find any. Although, bidders are free to enquire and submit suggestions, NIELIT reserves the right not to consider any or all condition/suggestion/recommendation that is found unacceptable.
2. If in NIELIT opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by NIELIT and the accepted conditions will be incorporated.

If NIELIT deems it appropriate to revise any part of this EXPRESSION OF INTEREST or to issue additional data to clarify an interpretation of the provisions of this EXPRESSION OF INTEREST, it may issue supplements to this EXPRESSION OF INTEREST. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, official communication over email/ post, etc. will be communicated to all the bidders by putting up on NIELIT Aurangabad Website (<http://www.nielit.gov.in>). Any such supplement shall be deemed to be incorporated by this reference into this EXPRESSION OF INTEREST, without extending the deadline for submission of the bid.

In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, NIELIT, at its discretion, may extend the deadline for the submission of bids, and the extended date will be displayed on the website <http://www.aurangabad.nielit.gov.in>.

Designated Contact person is:

I/C Administration
National Institute of Electronics and Information Technology,
Dr. BAM University Campus, Aurangabad (Maharashtra) – 431004, India
Ph No: +91 240 2982021/22,
Email: dir-aurangabad@nielit.gov.in

Chapter - 5

Terms of Reference

1) Objective

NIELIT proposes to identify Bidder(s) for providing Book Publication solution for its various hardware courses as well as other courses:

- 5.1.1 The selected bidder would execute the work on a turn-key basis under supervision of NIELIT.
- 5.1.2 The selected bidder will deploy technically qualified, experienced, adequate manpower to manage the entire process. There should be at-least one technical person directly from the Bidder Organisation managing and responding to NIELIT for the inquiries related to publications.

Bidder has to strictly follow the Government of India Guidelines issued from time to time for the Book Publication along with the best practices in the industry.

2) Brief Scope of Work

NIELIT intends to invite proposal for Book Publication. The broad scope of work awarded would include that the selected bidder will have the sole responsibility to design, develop and publish the learning material as a guide for all activities related to the hardware courses. For one course, there may be more than one volume but all the volumes together would be referred as one books,

1. The book should not cost more than 600 Rs.,
2. The total number of pages should not be less than 600.
3. There should be a CD/DVD supplement for exercises and mock tests.

3) Schedule for completion of tasks

Within 2 months from the date of award of contract. Two months period is meant for initiating preparations first time after award of contract to the final printing of the learning material. (one month for content development and customisation as per NIELIT requirement and one month for printing and distribution).

4) The support or inputs to be provided by NIELIT to facilitate the consultancy

Responsibilities of NIELIT would be to provide necessary inputs as and when required to execute the project.

Chapter 6

DELIVERABLES FROM THE BIDDERS AND NIELIT

The deliverable of the project is the successful development of contents and publication of the learning material for the courses prescribed by NIELIT Aurangabad, as per Terms of Reference mentioned in Chapter 5.

Deliverables from NIELIT

NIELIT would provide the bidder information and details to be printed in the learning material, as under

1. Details about NIELIT, its regional centres and its activities
2. Details of the NIELIT Hardware courses and other courses
3. Details of the procedure of accreditation for the institutions
4. Syllabi of the hardware courses

Deliverables from the bidder

The bidder would place the information provided by NIELIT in the learning material, will develop, check and add contents of learning material in the form of a book. The contents may comprise of

1. Suitably designed outer covers
2. Suitably designed table of content, index and other navigation methods.
3. Ergonomic fonts, page layout, margins and page design
4. Easily readable and understandable learning material.
5. Illustrations, graphs, figures and other multimedia learning material
6. Sample questions and exercises at the end of each topic (with or without answers).
7. Soft Binding of the learning material
8. Supplements like CD, DVD, websites etc.
9. Other useful information like copyright, author, printer, publisher, price, availability, ISBN, cataloguing ID, Barcode bibliography, references etc.
10. Equivalent Hindi version of the learning material, if developed in English or vice-versa.

It is proposed that the learning material may be divided in sections or books if deemed fit. However, the cost of the learning material for entire CHM-O level and CHM-A level would not exceed Rs. 600 each and pages not less than 600.

Chapter 7

Bid evaluation criteria and selection procedure

The Bidding process below specifies the procedures that would regulate the overall bidding process. It contains standard provisions that have been prepared to Design, Prepare, Advertise/ Publish, Submit, Open, Evaluate, Compare bids and Award of Contract and are to be strictly adhered to by the bidder.

7.1 Guiding Principle for Evaluation of Bids

- a) The tendering authority shall determine to its satisfaction whether the Bidder is selected as having submitted the best and responsive Bid is qualified to perform the Contract satisfactorily.
- b) The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- c) An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid.
- d) The tendering authority/procurement committee, in observance of best practices, shall:
 - i. Try to maintain the bid evaluation process confidential.
 - ii. Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
 - iii. Strictly apply only and all of the evaluation and qualification criteria specified in the Bidding document.

7.2 Confidentiality

- a) Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award.
- b) Any attempt by a Bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of his Bid.
- c) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

7.3 Clarification of Bids

Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the tendering authority shall not be considered. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids.

7.4 Evaluation of Bids

- a) The tendering authority shall evaluate each Bid that has been determined, up to the stage of the evaluation, to be substantially responsive.
- b) To evaluate a Bid, the tendering authority shall use all the criteria and methodologies defined in this document.
- c) To evaluate a Bid, the tendering authority shall consider the following: -
 - i. The bid price as quoted in accordance with bidding document.
 - ii. Price adjustment for correction of arithmetic errors in accordance with bidding document.

7.5 Evaluation of Bids

a) Evaluation of the published material of the bidder

Bidder would submit three copies of their two best publications. Each of the two publications should be in English and Hindi both. A panel of evaluators would judge the quality of the publication and would award the marks.

The criteria for qualification

1. Minimum marks in each criterion as per column four.
2. Bidder fulfilling requirements and compliance as per Annexure 10
3. A total of 50 points with minimum marks in each criterion, individually, is required for qualifying for opening of financial bids.

S.No.	Criteria	Max. Marks	Minimum Marks needed	Marks obtained
1.	Quality of the cover (front and back) page design	10	5	
2.	Quality of the paper used in cover (front and back) page	10	5	
3.	Paper quality of inner pages	10	5	
4.	Distribution of learning material in the book	10	5	
5.	Style of the table of content	6	3	
6.	Fonts used in the book	4	2	
7.	Adequacy of the contents	10	5	
8.	Illustrations	10	5	
9.	Grammar and language	10	5	
10.	Matching of content in both the languages	10	5	
11.	Indexing of the terms	6	3	
12.	Reference style	4	2	
13.	Total Score	100	50	

These marks would not be counted on subsequent stages and the financial bid will be opened, only if the bidder qualifies this criteria.

b) Financial Bid Evaluation

The Commercial bid of those bidders, who qualify in the technical evaluation, will only be opened. The most suitable bidder would be selected and intimated the decision. Rest of the bids would be kept till the validity period, in case the selected bidder does not comply/withdraw/unable to deliver.

Chapter -8

Proposed Contract Terms

1) PAN

No Bidder who does not hold a valid PAN from Income Tax department shall be treated as eligible. Bids submitted without PAN of the bidder would be liable to rejection.

2) Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and NIELIT, shall be written in English language only. Supporting documents & printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) Notices

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of receipt.
- b) A Notice shall be effective on the Notice's effective date, unless otherwise specified..

5) Applicable Law

- a) The contract shall be interpreted in accordance with the laws of the Union of India and the Maharashtra Government.
- b) Governing Law and Choice of Forum :
 - I. The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Aurangabad, Maharashtra (India).
 - II. Any suit/legal action filed by any third party on account of the services provided by the bidder against any item related/pertaining to this project shall be settled by the bidder at his own cost. NIELIT will NOT be a party to the same.

6) Deliverables

The bidder whose tender is accepted shall arrange to start the services as mentioned in the bid document as per deliverables mentioned in Chapter 7 of this EXPRESSION OF INTEREST document.

7) Rates/ Prices

The rates quoted shall remain firm during the period of contract.

8) Terms of Payment

- a) The payment shall be made to NIELIT, Aurangabad in Indian Rupees and shall be paid yearly in the month of January, calculated from January to December of the preceding year. The royalty would be applicable on the next hundredth figure of the number of books sold.

- b) The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc.
- c) In case the bidder fails to execute the contract, NIELIT shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- d) All payments shall be subject to TDS as per the applicable rates.
- e) The rate quoted should be firm.
- f) In case of any difference between the rates quoted in figures and words, the latter shall prevail.
- g) The bid should be valid for a minimum period of 180 days after the closing date of submission.
- h) The bid shall be prepared keeping in mind that NIELIT will prefer to award the similar work after successful completion of the project and the selected party may directly be awarded the work in future on same terms and condition.

9) Standard of performance

- a) The Bidder shall carry out its obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness & techniques. The Bidder shall adhere to standards recognized by international professional bodies while observing sound management, technical & engineering practices.
- b) The bidder shall apply appropriate advanced printing technology, safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to NIELIT. The Bidder shall always support and safeguard the legitimate interests of NIELIT, in any dealings with the third party.
- c) The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in India.
- d) The contents, figures, data and other intellectual property provided under this contract shall conform to the standards laid down in the Scope of Work, Technical Specifications and Requirements. The content provider or the author would not resort to any material that may fall under the category of plagiarism.
- e) The security of the content shall be covered through copyright and would rest with the bidder. The bidder may take legal action anyone who breaches the copyright under the applicable act and laws.
- f) The bidder shall be liable to NIELIT for financial losses by way of any delay, poor quality, wrong contents or failure in publication.

10) Copyright

The copyright in all documents and other materials containing data and information furnished to NIELIT or to any third party, by the Bidder herein shall remain vested in the Bidder, or, if they are furnished to NIELIT directly or through the Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

11) Intellectual Property Rights

No material or services covered by the contract shall be developed, sold, disposed or done by the Bidder in violation of any right whatsoever of any third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.

The Bidder shall warrant that there is no infringement of any patent or intellectual proprietary rights caused in the entire execution of contract.

12) Confidentiality

The Bidder and his personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or NIELIT's business or operations without the prior consent of NIELIT.

NIELIT also reciprocally agrees with the Bidder that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as "confidential information", belonging to the Bidder and which may come into the possession or custody of NIELIT in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly. (Subject to provisions of the law of the land)

13) Performance Security (non-interest bearing)

Within 7 days of the Bidder's receipt of notification of award, the Bidder shall furnish performance security of 10% of the total order value as demanded by NIELIT, valid up to 90 days after the date of completion of the contract.

The proceeds of the performance security shall be payable to NIELIT as compensation for any loss(es) resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by NIELIT for failure.

The Performance Security shall be non-interest bearing & denominated in Indian Rupees and shall be in the form of A/C payee Bank Draft, issued by a Nationalised Bank, located in India. Such Performance Security will be valid only after its realization into NIELIT account. Alternatively, the Bidder may also deposit this security in the form of Bank Guarantee of a Nationalised Bank, which is valid for the entire period in favour of NIELIT.

The Performance Security, non-interest will be discharged by NIELIT and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.

In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to performance security, rendering the same valid for duration of the contract as amended for further period of 90 days thereafter.

14) Responsibility of Execution

Notwithstanding anything contained in this EXPRESSION OF INTEREST/ agreement, the bidder entrusted with the responsibilities of this Project shall be responsible to NIELIT in respect of meeting the academic, professional, ethical, administrative and financial liabilities of the Implementation arising out of the Project

15) Penalty Clause / Liquidated Damage

If any of the stages specified, either not completed or not completed satisfactorily as per the agreed time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the bidder and not in any way attributable to the delay on the part of NIELIT, a penalty @ 2.5% of the bid value of the delayed stage of the item, (subjected to

maximum 20%) may be imposed and accordingly the time for the next stage be reduced by NIELIT, to account for the delay.

If the delay adversely affects conduct of courses or examination, the security deposit and performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. NIELIT may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the bidder.

I. Liquidated Damages

- (a) Notwithstanding NIELIT's right to cancel the order, liquidated damages for late delivery and commissioning at 2.5% (Two and a half percent) of the order value per week will be charged for the specified delivery schedule subject to a maximum of 20% of the value of the order value.
- (b) Liquidated damages for late commissioning at 2.5% (Two and a half percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 20% of the value of the order value.
- (c) Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- (d) NIELIT reserves right to recover these amounts by any mode, such as adjusting from the deposits made to NIELIT by the bidder or invoking bank guarantees, etc. Liquidated damages will be calculated on per week basis.
- (e)

II. Penalty

- (a) The Bidder shall perform its obligations under the agreement entered into with the NIELIT, in a professional manner. NIELIT cannot afford any delay in providing service to the examinees and thus in any event of delay, NIELIT would identify the reason and responsible party/parties, would be levied penalty as per the clauses below.
- (b) In the event of failure of maintaining the SLA, penalty of 2.5% of the cost of the total order value per week would be levied subject to a maximum of Security Deposit.
- (c) NIELIT may recover such amount of penalty from any deposits or bank guarantee.
- (d) If any act or failure by the bidder under the agreement results in failure or non-operation of systems and if the NIELIT has to take corrective actions to ensure functionality of its courses, NIELIT reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
 - I. NIELIT may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
 - II. The NIELIT shall resort to all penalty clauses under intimation to the bidder.
 - III. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the NIELIT reserves the right to either cancel the contract with forfeiture of Earnest money/Security deposit or both as Penalty / Liquidated Damage for non-performance from the Bidder.
- (e) In any event of levying any penalty on any responsible party, the penalty amount would not exceed the value awarded to that particular party.

16) Subcontracts

The Bidder shall not subcontract the awarded contract or part thereof.

17) Delays in the Bidder's Performance

Conduct of the courses and examination as per timeline is the main aspect of the work and performance of the Services shall be made by Bidder in accordance with the approved time

schedule as notified from time to time by NIELIT to the bidder and will become the forming part of the Contract Agreement.

The activities involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Bidder encounters conditions impeding the timely delivery of the items and the performance of the service, the Bidder shall promptly notify to NIELIT in writing the fact of the delay, it's likely duration and its cause(s). NIELIT will evaluate the situation and in the exceptional circumstances and in the interest of work may extend the Bidder's time for execution of said item of work, But in no case extension shall be granted having adverse effect on scheduled conduct of examination. The dates declared for commencement of courses & examinations are absolute unless changed by NIELIT on its own.

Delay on part of the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of penalty unless an extension of time is agreed upon.

18) Termination

NIELIT may without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence NIELIT shall give not less than thirty days written notice of termination to the bidder.

a) TERMINATION OF THE CONTRACT

The Contract is liable to be terminated if the bidder:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets; or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of NIELIT in contravention of any provision of the Contract; or
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of NIELIT; or
- vii. Performance is not satisfactory; or
- viii. Defaults in the performance of any material undertaking under the contract and fails to correct such default to the satisfaction of NIELIT within fifteen days (15) after written notice of such default is provided to the Bidder. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by NIELIT as a result of such termination.
- ix. At any time, the bidder makes default in proceeding with the works/job with due diligence and continues to do so after a notice in writing of seven (7) days from NIELIT.
- x. If the bidder obtains the contract with NIELIT with illegal measures;
- xi. Any information submitted/furnished by the contract is found to be incorrect.
- xii. The above shall be without prejudice to NIELIT's other rights under the law.

b) CONSEQUENCES OF TERMINATION

If the contract is terminated by NIELIT for reasons detailed above or for any other reasons whatsoever:

- i. NIELIT shall reserve the right to get work completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to NIELIT.
- ii. Performance Guarantee Bond/Security in any form submitted by the bidder shall stand forfeited.
- iii. The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the bidder for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NIELIT as a consequence of termination of the contract.

c) TERMINATION FOR CONVENIENCE

- i. NIELIT, by Notice sent to the bidder, 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 NIELIT's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Either party may terminate the contract by giving a notice of 90 days.

19) Settlement of Disputes

- a) **General:** If any dispute arises between the bidder and NIELIT during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the bidder on the points of dispute. The representation so received shall be examined by NIELIT. The bidder will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.
- b) **Standing Committee for Settlement of Disputes:** If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions, it shall be referred to the empowered standing committee for recommendations. The standing committee shall consist of following members: -

I. Director, NIELIT Aurangabad	: Chairman
II. Nominee of MD, NIELIT	: Member
III. Registrar, NIELIT or his nominee	: Member
IV. CFO, NIELIT or his nominee	: Member
V. Admin Officer, NIELIT Aurangabad	: Member Secretary

c) Procedure for reference to the Standing Committee:

The bidder may present his representation to the Director, NIELIT along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lacs, within three months from the date of communication of decision by NIELIT.

The officer-in charge of the project that was responsible for taking service from the bidder shall prepare a reply of representation and shall represent NIELIT's stand before the Standing Committee. From the side of the bidder, the claim case shall be presented by himself.

After hearing both the parties, the Standing Committee shall give its recommendations to the Director, NIELIT and the decision of the Director, NIELIT shall be final and binding both on the bidder and NIELIT.

20) Arbitration:

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.

21) Legal Jurisdiction:

All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Aurangabad, Maharashtra (India) only.

22) Reservations of Rights:

NIELIT reserves the right to:

- a. Extend the Closing Date for submission of the Proposals
- b. Amend the proposal requirements, provided that the amendment is displayed on the NIELIT Website <http://www.aurangabad.nielit.gov.in>.
- c. Seek information from the Bidders on any issue at any time.
- d. Allow a Bidder to change its Technical proposal, if the same opportunity is given to all Bidders.
- f. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid options for which bid has been invited for.
- g. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals.
- h. Seek the advice of external consultants to assist NIELIT in the evaluation or review of proposals.
- i. Make enquiries of any person, company or organization to ascertain information regarding the Bidders and its proposal.
- j. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

23) Suspension

- a) NIELIT may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the bidder, if the bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:
 - I. Shall specify the nature of the failure and
 - II. Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the bidder.
- b) NIELIT may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the bidder.

24) Force Majeure

- a) Notwithstanding anything contained in the Bid Document, the bidder shall not be liable for forfeiture of security, 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.

- b) For purposes of this clause "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of NIELIT, regarding Force Majeure shall be final and binding on the Bidder.
- c) If a Force Majeure situation arises, the bidder shall promptly notify to the NIELIT in writing, of such conditions and the cause thereof. Unless otherwise directed by NIELIT in writing, the bidder 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. NIELIT may, terminate this agreement by giving a written notice of a minimum 15 days to the bidder, if as a result of Force Majeure; the bidder is unable to perform a material portion of the services for a period of more than 30 days.

25) Satisfaction check of the Bidder

The Bidder shall inspect the operation and shall satisfy itself of the conditions and availability of required resources and shall appraise itself of the procedure for engagement of agencies and shall collect any other information that may be required before submitting the bid. Claims and objections due to ignorance shall not be considered after the submission of bid.

The bidder shall be responsible for the study, development and implementation of learning material along with successful, conduct and processing of publication as per the terms, specification and directions of NIELIT

26) Interpretation

In these Terms & Conditions:

- a) References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.
- b) References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this EXPRESSION OF INTEREST.
- c) The headings are inserted for convenience and are to be ignored for the purposes of construction.
- d) Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.
- e) In case the EXPRESSION OF INTEREST is silent on the items contained in the bid, the decision of NIELIT shall be final & binding on the Bidder/ Bidders.
- f) For the entire purpose of this contract/supply/tender/work/assignment, NIELIT would be the first party, who intends to award to a suitable organization the contract/supply/tender/work/assignment, called the second party, and as per the standard language, would be, hereinafter, called bidder.
- g) The term bidder may include any such term which so far has not been used, including contractors/suppliers/tenderers/vendors/agencies/interested parties and may be used to refer the second party. These terms may be used interchangeably too. Work, Tender and bid, may also be used interchangeably.

- h) The selected bidder would also be included in the term bidder, for the sake of clarity.
- i) The terms, examination and evaluation may also be used interchangeably.
- j) Until and otherwise explicitly mentioned, the term centre or center would mean a place which is under academic authority of NIELIT through the means, terms and conditions specified by NIELIT. However, the phrase "NIELIT Centre" does not refer to the intended meaning of the word centre.
- k) Until and otherwise explicitly mentioned, the term candidate would refer to the person intends to join a course specified by NIELIT and be examined through the examination, intended to be conducted by NIELIT. The terms applicant, examinee, etc. would also be included/intended for the term candidate.

27) Change in Laws & Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in state / India, where the first party is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Contract value, then such Contract value shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions wherever applicable, in accordance with Clause "Contract Price".

28) Change Requests/ Management

- a. NIELIT may at any time, by a written order given to the firm, can make changes within the general scope of the Agreement w.r.t increase or decrease in the number of items specified.
- b. The change request/ management procedure will follow the following steps: -
 - I. Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated cost and the items impacted will be analyzed and documented by successful bidder.
 - II. Approval or disapproval of the change request – NIELIT will approve or disapprove the change requested including the additional payments, after discussion with successful bidder on the impact of the change on schedule.
 - III. Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule.
 - IV. Verification of the change - The change will be verified by NIELIT on implementation of the change request.
- c. All changes outside the scope of contract agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by successful bidder only after securing the express consent of NIELIT. In the event that the consent of NIELIT is not received within a period of 10 working days from the date of communication, then the change shall not be carried out. The impact of the change in terms of the cost and schedule will be re-estimated by the committee constituted by NIELIT and such approval on the new cost and schedule will be taken, if the change is approved after the 10 working days.

29) Acceptance Tests

The selected bidder, in presence of the NIELIT authorized officials, will provide the sample of the publication for acceptance tests, before release. No additional charges shall be payable by the NIELIT for carrying out these acceptance tests.

30) Mid term Reviews and Audit

This Mid-term evaluation is mainly a descriptive study supported by qualitative information generated from the field supplemented by quantitative data. This descriptive study will explore the existing status and make suggestions for future improvement. The review team will be expected to critically review the performance of firm/Company examine the quality of Services, quality outcomes of technical support on services through:

- I. Analysis of the information collected from both the firm/company and NIELIT sources as feedback, and based on the analysis and finding prepare a review report.
 - II. Preparation and presentation of recommendations to offer basis for further discussion within NIELIT and with other stakeholders for the improvement of the services in the future with regard to better services and support.
 - III. Presentation of the report with analysis, findings and recommendations, and share it with NIELIT concern persons.
 - IV. Incorporation of feedback received from NIELIT staff and finalization of the report.
- a. NIELIT at its discretion may appoint third party for auditing the activities of the bidder and operations of entire services provided to the NIELIT. The bidder will have to provide access to all information that may be required by Third Party to successfully complete the audit.

31) Special Terms and Conditions

- b. The exact scope of work, deliverables, milestones and timelines will be mutually decided later at an appropriate time looking to the requirements of the project. However, the decision of the tendering authority, in this regard, shall be final and binding upon the firm.
- c. Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of NIELIT. Such offers will not be considered as valid quotations. Offers sent through telegram/telex, and offers not submitted in the standard formats given in the tender document will be summarily rejected.
- d. The payment shall be in Indian Rupees and shall be paid without error and delays. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc.. In case the bidder fails to execute the contract, NIELIT shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- e. Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected.
- f. The volume of business is indicative only and cannot be guaranteed.
- g. The discretion of NIELIT for awarding business and mode of business will be final and binding on the bidder.
- h. The Director, NIELIT reserves right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of the Director, NIELIT shall be final. The work can be awarded to one or more agencies if need arises. Initially the contract will be for three years extendable to 5 years at the discretion of competent authority.

Annexure 1
Technical Bid (Ref: NIELIT-A/PB/HC/2015)

I. EMD details: No.

Issuing bank

Date:

II. Other related details: -

1.	Name of bidder			
2.	Name & Designation of Authorized Signatory			
3.	Registered/Head Office Address			
4.	Aurangabad Office (if any)	Address		
		Phone		Fax: <input type="text"/>
		Contact Person		
5.	Year of Establishment			
6.	Telephone Number(s)/ Mobile			
7.	Website URL			
8.	Fax No.			
9.	Email Address			
10.	Indicate if organization has been blacklisted or unable to serve for Book Publication? If so, details may be provided.			

The titles attached as proof of the quality of the bidder (Three copies each of two publications)

	Title	Author	Year	Number of copies published
III				
IV				

Signature

- V. In response to the EXPRESSION OF INTEREST No. NIELIT-A/PB/HC/2015 for Book Publication for NIELIT and various stake holders of NIELIT, I/ We hereby declare that presently our Company/ Firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.
- VI. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this EXPRESSION OF INTEREST Document and hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.
- VII. We warrant that the service do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall prevent NIELIT from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.
- VIII. We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.
- IX. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited and the bid, if to the extent accepted, may be cancelled.
- X. Any owner/stakeholder/employee or group of persons of our company/firm have not been caught/involved/booked/charge-sheeted/convicted/punished/debarred for unfair-means in any examination assignment undertaken by our company/firm.
- XI. The above document is executed on ___/___/2015 at (place) _____ and I/we accept that if anything out of the information provided by us is found wrong our tender/ work order shall be liable for rejection.
- XII. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- XIII. The rates for the services as prescribed in financial document are given separately in the financial bid.
- XIV. Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- XV. The rates quoted are applicable up to period of contract from the date of opening of bid. The validity can be extended with mutual agreement.
- XVI. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration
- XVII. Financial Bid given in this Bid Document is enclosed in a separate envelope duly signed and sealed.

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**Annexure 2:
Financial Bid (Ref: NIELIT-A/PB/HC/2015)**

Name of the Bidder : _____

Address for Correspondence : _____

Mobile Number : _____ e-mail : _____

I/we hereby submit the consolidated financial proposal for Book Publication for NIELIT as per the Scope of work given in this tender document within the time specified and in accordance with the terms and conditions. The consolidated Rates:

Rates

	Book Price Not more than Rs. 600/- & pages not less than 600 with CD/DVD as additional learning material	Royalty to NIELIT as percent of the book price
	A	C
CHM-O	Rs.	%
CHM-A	Rs.	

In figures:%

In words:.....Percent

I/we hereby confirm that to the best of our knowledge and belief:

1. The rates are in absolute Indian Rupees and the royalty is in percentage.
2. The rates quoted are reasonable and valid for the period of contract from the date of opening of technical bid. The period can be extended with mutual agreement.
3. Tendered rates are at par with the prevailing market rates and not more than the price usually charged for the published material of same nature/class or description from any private purchaser either foreign or as well as Government purchaser.
4. In respect of indigenous items for which there is a controlled price fixed by law, the price quoted are not higher than the controlled price.
5. Services/Products/Goods supplied, will be of requisite specification and quality.
6. The bid is unconditional as no condition will be entertained and conditional tender will be liable to be rejected.

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Place:

Date: