

Request for Proposal(RFP)
for
Conversion of English e-contents into Indian Regional Languages

[Reference No. 60(20)2015-NIELIT-HQ-Part-1 Dated: 8th Sept 2016]

Place for opening of the Bid	Conference Room National Institute of Electronics and Information Technology (NIELIT), Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110 003, India
Last Date & Time of Submission of Bid	7th October 2016 1500 Hrs
Date & time of Opening of Technical Bid	7th October 2016 1530 Hrs

Name of the Bidding Company/ Firm:	
Contact Person: 1.1.1 Authorized Bid Signatory:	
Correspondence Address:	
Mobile No Telephone Fax	
Website	
Official E-mail Address	

Disclaimer

This RFP 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

Introduction

NIELIT is an Autonomous Scientific Society under the administrative control of Ministry of Electronics and Information Technology (MeitY), 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).

NIELIT has a presence all over India with a network of 35 own Centres besides about 900+ Accredited Centres and around 9000 Facilitation Centres. NIELIT own Centres are located at Agartala, Aizawl, Ajmer, Aurangabad, Calicut, Chandigarh, Chennai, Chuchuyimlang, Churachandpur, Delhi, Gangtok, Gorakhpur, Guwahati, Imphal, Itanagar, Jammu, Jorhat, Kohima, Kolkata, Kokrajhar, Leh, Lucknow, Lunglei, Pasighat, Patna, Ranchi, Ropar (Rupnagar City Centre), Senapati, Shillong, Shimla, Silchar, Srinagar, Srikakulam, Tezpur, Tura with its Head quarters at New Delhi.

NIELIT 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 Centres 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), ESDM and Other Customized IT/Computer courses which are basically IT Literacy Level Courses for anybody and everybody.

NIELIT Centres are also imparting training in 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.

Core activities of NIELIT - 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 NIELIT 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 Institution.
- 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;
- Formal long term course in collaboration with state universities.
- Training of Trainers at various levels; and
- New courses in emerging areas of IECT
- Provide Accreditation and facilitation centres to conduct various courses of NIELIT in non-formal education sector.

Vision

To develop Excellence and Standards in the areas of Information Technology, Electronics, Communications Technologies and allied verticals by Capacity Building through Skill Development, Accreditation, Examination, Certification, Projects, Consultancy & Services.

Mission

To be a source for generating quality Human Resources through Industry Oriented Courses targeted towards Self-Reliance, Employability and Entrepreneurship.

Objectives

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 quality system of examination and certification that is globally recognised providing a fair assessment of the competency of students.
- To implement the Scheme for Computer, Electronics and other allied courses in the Non-formal Sector and align NIELIT Courses with NVEQF/NSQF or other such frameworks promulgated by the Government from time to time.
- To undertake such developments, research, consultancy, publications and manpower training programmes as may be necessary to achieve the overall objectives of NIELIT, DeitY and NSDC(for PhD purposes)
- To collaborate with Industries, R&D Laboratories, Academic Institutions, Polytechnics etc. so as to advance the development of IT, Electronics, Communication technologies and allied verticals in the country.
- 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

Chapter - 2

ABBREVIATIONS & DEFINITIONS

Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit 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 RFP) presented in Financial Bid, which is 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/ bidder responding to Invitation for Bids and who is participating in the Bid.
Contract	"The Contract" means a legally enforceable agreement entered into between NIELIT and the selected bidder with mutual obligations.
Day	"Day" means a working day
MeitY	Ministry of Electronics and Information Technology.
Deployment	Implementation, Maintenance and Support
EMD	Earnest Money Deposit.
GoI	Government of India.
Goods	"Goods" means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to Purchaser under the Contract.
LoI	Letter of Intent
NIELIT	National Institute of Electronics and Information Technology.
NIT	Notice Inviting Tender.
PSD	Performance Security Deposit (also called as SD/Bank Guarantee), for details see below)
Purchaser/ Tendering Authority	Person or entity that is a recipient of goods or services provided by a seller (bidder) under a purchase order or contract of sale; also called buyer. NIELIT in this RFP document.
Request for Proposal (RFP)	Request for Proposal (Bid document), is an invitation for firm/ agency/ company/ contractor/ supplier/ bidder, through a bidding process, to submit a bid on a specific commodity or service.
Security Deposit (SD)	Submission of the 10% amount of Estimated cost of Contract as per RFP by the selected Bidder and the same shall be retained and be kept alive till the

	successful completion of the project and the extended period of the contract, if any.
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

Chapter-3

Invitation for Request for Proposal (RFP)

Ref. No 60(20)2015-NIELIT-HQ-Part-1

Dated: 8th Sept 2016

NIELIT invites RFP for “**Conversion of English e-Contents into Indian Regional Languages**” in the prescribed format from Proprietorship Concern/Company registered under Indian Company Act, 1956/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/Autonomous bodies or any other venture not covered above which are engaged in developing e-Learning/e-Contents on ICT and Electronics subjects in various languages such as English, Hindi and Indian Regional Languages. The English e-Contents which are available on NIELIT's e-Learning portal are already live and can be accessed from <http://econtent.nielit.gov.in>.

The bidder must have at least 3 years experience in e-Content development in English/Hindi and at least one Indian Regional Language using Multimedia & Animation on Moodle Framework/any other framework/LMS as on 31.3.2016. The bidder must have successfully completed one similar project of value of minimum Rs.50.00 lakh or two such projects of minimum value of Rs.30.00 lakh eachs during last 5 years as on 31.3.2016.

The schedule of dates is as follows:

S.No	Nature of the project	Conversion of English e-contents into Indian Regional Languages
1.	Cost of Request for Proposal (RFP) Document (non-refundable)	Rs 5,000/-
2.	Total estimated cost of work for all 6 languages	Rs 8,00,00,000/-
3.	Earnest Money Deposit (EMD)	Rs 3,00,000/- per language of bidding
4.	Publishing Date of RFP	8th Sept 2016
5.	Pre-Bid Conference	19th Sept 2016 1100 Hrs
6.	Last date and time for Submission of Bid	7th October 2016 1500 Hrs
7.	Date and Time of Opening of Technical Bids.	7th October 2016 1530 Hrs
8.	Date & Time of Technical Presentation by eligible bidders.	Will be intimated later to the Technically qualified bidders.
9.	Date & Time of opening of Financial bids	Will be intimated later to the Shortlisted bidders
10.	Website for downloading Tender Document, Corrigendum, Addendums Etc	http://www.nielit.gov.in http://eprocure.gov.in http://www.meity.gov.in
11.	Request for Proposal (RFP) and Financial Bid Validity	120 Days from the date of bid submission

Queries related to pre-bid may be sent to following email latest by 18th Sept 2016 1500 Hrs at shameem@nielit.gov.in as per format at **Annexure- 10**.

Chapter- 4

General Information to Bidders regarding procedure for submission of Request for Proposal (RFP)

1. The RFP document has to be downloaded from web site (www.nielit.gov.in or www.meity.gov.in or www.eprocure.gov.in) and be submitted along with **document fee of Rs. 5,000/- (non refundable)** in form of demand draft/Banker's Cheque in favour of "NIELIT" payable at New Delhi along with Technical Bid. There is no exemption from payment of tender document fee and tenders without requisite fees shall not be accepted.
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. Bidders are not allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected.
5. The Director General, 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 General, NIELIT shall be final.
6. **Financial Bid**
 - a) The bidder shall indicate the prices/rates as specified in the Financial Bid format given at Annexure-4.
 - 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 is no alteration / correction 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.
7. **Security Deposit and EMD**
 - a) The bidder should enclose EMD of Rs 3,00,000/- (Rupees Three Lakh only) **per language bid** in form of Demand Draft/Banker's Cheque drawn in favour of "NIELIT" and payable at New Delhi with the Technical bid.
 - b) The bids without requisite EMD shall be summarily rejected.
 - c) The successful bidder shall be required to deposit 10% amount of the contract awarded as Performance Security as per RFP and the same shall be retained and be

kept alive till the successful completion of the project and the extended period of the contract, if any. Performance Security deposit shall be in the form of Fixed Deposit Receipt/ Bank Guarantee from a nationalised bank in favour of NIELIT, New Delhi in an acceptable form to NIELIT.

- d) EMD of the successful bidder(s) shall be refunded within 30 days without interest after submission of the Performance Security in full value which shall be valid up to 60 days after the expiry of warranty period and beyond the date of completion of all contractual obligations of the supplier.
- e) EMD will be returned to unsuccessful bidders without interest within 30 days after award of contract or setting aside of the tender, as the case may be.
- f) EMD will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

8. 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.

9. 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 all the terms and conditions as mentioned in the RFP document.

10. Adherence to Schedule

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

11. Presentation before Technical Committee

The eligible bidders will be required to make presentation of 2-3 units of a module of the English e-Contents translated into any one Regional Language out of 6 languages in a SCORM which should run on NIELIT's e-Content Portal. The bidders need to score the minimum marks in each criterion individually as per the column no 4("Minimum Marks Needed") along with a total of minimum 50 points as mentioned in the table specified in "Evaluation of Technical Bids (9.1.5)" failing which the bids will be summarily rejected by the technical committee and financial bids of such bidders will not be opened. No representation in this regard shall be entertained.

13. Software Licenses

The software licenses required if any will have to be procured by the selected bidder at its own cost. NIELIT shall not bear any cost for the procurement of Software licenses. The

system software licenses required(if any) shall be genuine, perpetual, unrestricted providing patches, fixes, security updates directly from the OEM at no additional cost to the NIELIT for the entire period of contract.

14. Submission of Bid

The bidders shall submit their bids in two parts

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

The tender is a "Two Bid" document. The Technical bid shall contain all the relevant information and requisite 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- 4. **In case, any bidder puts the financial bid within the envelop of technical bid, the same shall be rejected summarily.**

The bids shall be submitted only in the prescribed format as mentioned as per RFP. Submission of Technical Bid and Financial Bid in any other format may result in invalidation of such bids and such bids may be rejected. Bid once submitted cannot be modified.

All information called for in the enclosed Annexures shall be furnished against the respective columns in the Annexures. 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 non furnishing of the complete information called for in the tender forms or furnishing it in unclear terms or making any change in the prescribed Annexure or deliberately suppressing the information may result in the bid to be summarily disqualified.

Bids shall reach to **Additional Director(P&A)** on or before **7th Oct 2016 1500 Hrs.** NIELIT will not be responsible for any delay or non-receipt/non delivery of bids.

15. Bid Response Format

The bidder shall effectively communicate the solution and shall cover all the requirements as given in the Request for Proposal (RFP). The bidder shall use the following procedure to submit the bid response:

- The documents of the Technical Bid shall be placed in lacquer sealed envelope clearly marking it as **"Technical Bid for Conversion of English e-contents into Indian Regional Languages"**
- The Financial Bid shall be placed in separate lacquer sealed envelope clearly marking it as **Financial Bid for "Conversion of English e-contents into Indian Regional Languages" (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 **Request for Proposal (RFP) for "Conversion of English e-contents into Indian Regional Languages"**

If the outer envelope is not sealed and marked as required, NIELIT will assume no responsibility for the Bid's misplacement or premature opening and such bids will be summarily rejected and will be returned to bidders.

16. Confidentiality of Process

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

17. Right to Termination/Cancellation of Bid

NIELIT reserves the right to cancel/terminate the bid/proposal/process without assigning any reason whatsoever, at any time and NIELIT shall have no liability for any such act.

18. Consortium

Consortium of companies/firms is not allowed.

19. Time Schedule

As per para 3 of Chapter 5.

20. Distribution of Work

Looking to the volume of work and time required, the work may be distributed among multiple vendors on L1 price of the particular language. Generally the distribution criteria may be as under in case the work is distributed among 3 vendors:

L1 vendor	: 50% work
L2 vendor	: 35% work on L1 price
L3 vendor	: 15% work on L1 price

In case the work is distributed among 2 vendors, the same may be distributed in the 60:40 ratio. The decision of the competent authority in this regard will be final and binding to the agency (ies).

The time schedule for each agency will be worked out according to the share of work awarded to the agencies and will be mentioned in Agreement/SLA to be signed with the agencies.

21. Authentication of Bid

The Bid document shall be typewritten and there shall not be any overwriting or cutting or fluiding etc. The Bid Document shall be signed by authorized signatory of the firm. **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 shall 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. will lead to rejection of the Bid.** All the Bidders have to abide by all the terms and conditions mentioned in this RFP document.

22. Enclosures of Request for Proposal (RFP)/BID

The supporting documents to be enclosed with the Technical and Financial Bid shall be as per the compliance sheet at **Annexure - 9**.

23. Address for Submission of Bid

Request for Proposal (RFP)/Bid complete in all respect shall be addressed to:

**The Additional Director(P&A),
National Institute of Electronics and Information Technology (NIELIT),
Electronics Niketan,
6, CGO Complex, Lodhi Road,
New Delhi - 110 003.**

24. 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.

25. Opening of Bids

NIELIT will open bids as per schedule. Bidders may depute their authorised representative(s) for the event. The Bidder's authorised representative shall sign the attendance roll evidencing his/her attendance during the bid opening event. Even if no representative of the bidder is available, bids would be opened as per schedule. In the event of the specified date of Bid opening/presentation being declared a holiday for NIELIT, bids shall be opened at the scheduled time and location on the next working day.

26. Announcement at the time of Bid Opening

The Bidder's names, the availability or non availability of requisite tender fees and EMD will be announced at the opening of Bids. No Bids shall be rejected at the time of opening except late bids.

27. Clarification of Bids

For seeking clarification during examination, evaluations and comparison of bids, NIELIT may, at its sole discretion, ask the Bidder for clarification on Bid submitted. The request for clarification may be in writing by post or email or by facsimile etc. The response shall be submitted in writing by hand/registered/speed post/courier duly signed by authorised signatory of the bidder. **If the response to the clarification is not received within the prescribed timelines such bids are liable to be rejected.** No representation in this regard would be entertained.

28. Completeness of Bids

NIELIT will examine the Bids to determine whether they are complete in all respects (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 etc.). Information must be furnished in comprehensive manner against each column of the Bid Document.

29. Rectification of Errors

Bidders are advised to exercise utmost 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. Arithmetical 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 etc., 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.

30. Rejection of Bid

The Bid shall be submitted duly filled in by downloading RFP document from the specified websites. Bids submitted by Telex, Fax or e-Mail shall not be entertained.

Bid may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been blacklisted by a Central or any State Government or any PSU/SPSU or has indulged in any malpractice/ unethical practice and has not honoured contractual obligations 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 eligibility and pre-qualification criteria or has not been responding to queries/clarifications/documents sought shall be rejected by NIELIT and no request for review in this regard will be considered.

Even though bidder may satisfy the qualifying criteria, it is liable to be disqualified if it has record of poor performance.

31. Validity of Bid

Bids shall be valid for acceptance for a period of at least 120 (One Hundred and Twenty) days from the last date of submission of bid. The Bid with lesser validity period is liable to be rejected. However, the validity period of bid can be extended for further period, if required, with mutual consent of concerned parties.

32. Opening of Financial Bids

Financial Bids will be opened and compared after the evaluation of technical bids and subsequent presentation by the technically qualified bidders. The financial bids of only the shortlisted bidders shall be opened. The name of Bidder, prices quoted by each shall be announced by NIELIT during opening of financial Bid.

The date, time and venue of opening of financial bid of the shortlisted bidders will be intimated by displaying the same on the website of NIELIT <http://www.nielit.gov.in>.

33. Undertaking for reasonableness

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

- (a) The rates quoted by them are at par with the prevailing market rates and are not more than the price usually charged for services of same nature/class or description from any purchaser either Government or Private.
- (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.

34. Pre-Bid Conference Enquiries and Clarifications

NIELIT will host a Pre-Bid Conference of prospective bidders as per the schedule mentioned at page no 8. The representatives of the interested organisations may attend the pre-bid conference at their own cost. A maximum of 2 representatives of each prospective bidder shall be allowed to participate in pre-bid conference. In respect of clarifications sought, the following shall apply:

1. NIELIT reserves the right not to consider any changes/suggestion in the tender terms & conditions that is found unacceptable.
2. If in the opinion of NIELIT, certain conditions are acceptable, in whole or in part, the same shall be incorporated as such.

The venue for the pre-bid conference is mentioned below:

**Electronics Niketan,
6, CGO Complex, Lodhi Road,
New Delhi – 110003**

Pre-bid queries will be entertained in the prescribed format only attached as Annexure-13.

If NIELIT deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. Such supplementary information, including but not limited to, any additional conditions, clarifications, will be put up on NIELIT Website (<http://www.nielit.gov.in>). Any such supplement shall be deemed to be incorporated by this reference into this RFP.

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.nielit.gov.in>

Designated Contact person is:

**Sh. Shameem Khan, Joint Director (Systems)
National Institute of Electronics and Information Technology,
Electronics Niketan, 6, CGO Complex, New Delhi – 110 003, India
Ph No: +91 11 24363330, 24367715
Email: shameem@nielit.gov.in**

Chapter - 5

Terms of Reference

1. Objective:

The main objective of the project is to convert the English e-Contents of various NIELIT Courses into Indian Regional Languages viz. Gujarati, Kashmiri, Malayalam, Bangla, Kannada, Marathi.

The scope of the Project includes conversion of the existing English e-Contents of NIELIT Courses from English Language into Gujarati, Kashmiri, Malayalam, Bangla, Kannada, Marathi. The agency has to convert the English Voice over, text, labels etc. in the requisite languages and has to sync all the multimedia components with the voice over and convert the same into SCORM package so that it runs on NIELIT e-Learning portal which has been developed on Moodle framework. The work shall be awarded in two phases. In phase-I, 32 modules shall be taken up for conversion and in Phase-II 30 modules shall be taken up. The list of the modules is as under:

TABLE-5.1

Phase-I

<u>S.No</u>	<u>Module Name</u>	<u>No. of Theory Hours</u>
1	CCC	80
2	IT Tools & Business Systems	60
3	Internet Technology & Web Design	60
4	Introduction to DBMS	60
5	Network Management & Information Security	60
6	Information Security	60
7	G1	24
8	G2	20
9	Integrated testing	16
10	Computer Peripherals and Networking	60
11	Motion Picture Production	60
12	Programming & Problem Solving through C Language	60
13	Application of .Net Technology	60
14	Introduction to Multimedia	60
15	Data Structure through C++	60
16	Computer System Architecture	60
17	Embedded Systems	60
18	Discrete Structures	60
19	Computer Based Statisticals and Numerical Methods	60
20	Raw Material	50
21	PCB Types and Soldering Techniques	20
22	Safety Health and Environmental Standards	4
23	Electronic Components and PC Hardware	60
24	PC Architecture	60
25	Videography and Cinematography	60
26	BCC	36
27	Introduction to ICT Resources	60
28	Cyber Forensic & Law	60

29	Sub-Assemblies	20
30	Quality Assurance and Standards	10
31	Manufacturing Techniques	10
32	Multimedia Design Principle and Application	60

TABLE-5.2

Phase-II

S.No	Module Name	No. of Theory Hours
1	Structured System Analysis and Design	60
2	Basics of OS, Unix & Shell Programming	60
3	Data Communication and Network Technologies	60
4	Introduction to object Oriented Programming through JAVA	60
5	Software Testing and Quality Management	60
6	Management Fundamentals & Information Systems	60
7	Software Engineering and CASE Tool	60
8	Operating Systems	60
9	Professional & Business Communication	60
10	Object Oriented Database Management Systems	60
11	Computer Graphics & Multimedia	60
12	Software Project Management	60
13	Automata Theory & Compiler Design	60
14	Artificial Intelligence & Neural Networks	60
15	Data Warehouse and Data Mining	60
16	Advanced Computer Graphics	60
17	Advanced Computer Networks	60
18	Mathematical Methods for Computing	60
19	Advanced Algorithms	60
20	Digital Image Processing and Computer Vision	60
21	Digital Signal Processing	60
22	Mobile Computing	60
23	Advanced Topics in SMT Techniques	20
24	Advanced Manufacturing Techniques	20
25	PCB Design and Packaging	50
26	PCB Fabrication and Testing	40
27	Hardware Design and Testing Methods	30
28	Industrial Design of Electronic Products	35
29	Advanced PC Hardware and Networking Components	60
30	Network Management and Administration	60

2. Brief Scope of Work

- Conversion of e-Contents at Table-5.1 & 5.2 above into Indian Regional Languages (**Gujarati, Kashmiri, Malayalam, Bangla, Kannada and Marathi**).
- Conversion includes translation of voice over, text into the requisite languages and synchronization of all the multimedia components with the translated voiceover.

- After conversion, the agency has to deliver SCORM packages to NIELIT so as to run on NIELIT's e-Content Web Portal (econtent.nielit.gov.in)
- e-Contents converted should also be compatible with mobile devices such as **iPAD/Tab** and should be able to run on all popular browsers.
- NIELIT will provide only the e-Content in SCROM format and the storyboards in English language for the courses for which e-Content is to be converted.
- Phase-I storyboards contains 12,387 pages, no. of pages of storyboards. E-content development is in progress and once the storyboards are finalised the no. of pages will be communicated.
- The copy right violation will be the sole responsibility of the agency/agencies developing/converting the e-Contents. The agency/agencies have to give an undertaking to this effect.
- NIELIT will have full rights to use the e-Contents and no royalty will be paid to the Conversion agency/agencies.
- No watermark, logo of any kind should be the part of e-Content that advertises the developing agency/agencies. If found the re-work shall be done by the agency to remove any such traces and this needs to be done in the project time frame.

3. Time Schedule:

The maximum time for conversion of e-Contents into Indian Regional languages is 16 months for Phase-I(32 modules) and 14 months for Phase-II(30 modules). However, looking to the volume of work, the work may be distributed among multiple vendors on L1 price of the particular language.

The time schedule for each agency will be worked out according to the share of work awarded to the agencies and will be mentioned in Agreement/SLA to be signed with the agencies.

Chapter – 6

ELIGIBILITY AND PRE-QUALIFICATION CRITERIA

1. Legal Requirements/ Compliance

- A. The Bidder must be a Sole proprietor, individual Company/ Firm/ Society registered under the relevant Acts/Rules. **The Bidder should have been in operation in India for a period of at least 4 years as on 31st March 2016. A Certificate of Incorporation issued by the Registrar of Companies is to be enclosed(not applicable in case the Proprietorship or Partnership firms).**
- B. **The bidder must have at least 3 years experience in e-Content development in English/Hindi and at least one Indian Regional Language using Multimedia & Animation on Moodle Framework/any other framework/LMS as on 31.3.2016. The bidder must have successfully completed one similar project of value of minimum Rs.50.00 lakh or two such projects of minimum value of Rs.30.00 lakh eachs during last 5 years as on 31.3.2016.**
- C. The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.
- D. The Bidder must possess a valid: -
 - I. Service Tax Registration Certificate.
 - II. Income Tax Registration/ PAN Number.
 - III. TAN
- E. Bidder should provide an attested & valid copy of all the above-mentioned certificates along with the Technical bid.
- F. The bidder should have been in the business for last four years as on 31-March-2016 and served at least two clients from any of the Govt. Sector/ PSUs/ Autonomous Bodies of Govt./Universities etc. as on 31-Mar-2016.

2. Technical Requirements/ Compliance

- A. The organization should comply with **ISO 9001:2008** standards.
- B. The bidder shall provide a single point of contact with NIELIT and shall be solely responsible for the execution and delivery of the work.
- C. **Manpower Strength:** The bidder should submit a list of minimum 5 professionals on its payroll (per language bidding) as on date who will be deployed in this work stating clearly the category and the role of each employee. The bidder should have at least a total of 10 professionals on its payroll (per language bidding).

3. Financial Requirements/ Compliance:

- A. The Bidder should deposit requisite Earnest Money along with the bid. The bid received without required Earnest Money Deposit will be rejected.
- B. **Annual Turn Over:**
The Bidder should have an average annual turnover of at least Rs. 70 lacs (Rupees Seventy Lakh Only) **per language bidding** during last three financial years (2012-13, 2013-14 and 2014-15). Copies of audited balance sheets, profit & loss accounts, annual reports of last three financial years and CA Certificate should be enclosed.

4. Other Requirements/ Compliance

- A. The Bidder should have a local support office at Delhi. If the bidder, at the time of bidding, does not have a local support office at Delhi then it should submit an undertaking on its letter-head regarding the timely establishment of same i.e. within 15 days from the date of work order, if awarded the work order/ contract.
- B. NIELIT considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under Procurement Ethics. In pursuance of Procurement Ethics, the bidders, suppliers and contractors, observe the highest standard of ethics. NIELIT will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if, including but not limited to:
- I. have controlling shareholders in common; or
 - II. receive or have received any direct or indirect subsidy from any of them; or
 - III. have the same representative for purposes of the Bid; or
 - IV. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process.
 - V. Participation in the bid by forming cartels.
- C. Firm is not eligible to participate in the tender while under sanction by NIELIT, whether such sanction was directly imposed by NIELIT, or imposed by NIELIT pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a sanctioned or debarred firm will be rejected. Similarly, at the time of bidding, the firms having blacklisted/ debarred in participating in any procurement activities by any State or Central Government in India are not allowed to bid. Undertaking to this effect shall be submitted by the bidder on his letterhead.
- D. Bidders shall provide such evidence of their continued eligibility, satisfactory to the tendering authority as per the "Eligibility Criteria" mentioned in the bidding document and/ or as the tendering authority shall reasonably request.

Chapter - 7

DELIVERABLES FROM THE BIDDERS

The agency has to translate all the pages of story board of a particular module which may include but not limited to translation of voice over, text and its synchronization with the voiceover and other components of multimedia. The deliverables of the project is the successful delivery of converted/translated e-Contents in requisite languages in the form of SCROM package which should run on NIELIT's e-Content Web Portal developed in Open Source Moodle framework.

7.1. Warranty period:

Minimum 6 months warranty shall be applicable to the converted e-contents. Any errors found during the warranty period shall be rectified by the concerned agency immediately free of cost.

7.2 Requirements and Expected Features of converted e-Content:

- a. The converted e-contents should be supported by effective voice narration, catchy depictions which explain the same concept through text and graphic illustrations. The voice over expert should be native speaker of the language and should be from Technical background and should be conversant with the IT & Electronics terminology.
- b. The English e-Contents have been developed in the Moodle LMS framework and the conversion of the same should also be in the same framework and should run on NIELIT's e-Content Web Portal.

Chapter - 8

List of key position whose CV and Experience would be evaluated

The selected bidder is expected to deploy the following minimum technical manpower as detailed below:

S. No.	Position	Minimum Educational Qualifications	Experiences on the Job.	Tenure in Current Organisation
1.	Language Expert	Master Degree in Linguistics, Comparative Philology, Indian Languages and Literature or Ph.D. in Linguistics, Comparative Philology, Indian Languages, Translation method course and should be conversant with IT & Electronics terminology.	Should have been part of that team in developing, converting e-content having at least 3 years experience in language translation.	At least 2 year
2.	Systems Analyst /Team Leader	Engineering Graduate(CS/IT) / MCA/M.Tech(CS/IT) / NIELIT 'B' Level/ Sr. Officer	Should have been part of that team in developing, converting e-content and should have at least 5 years experience in working with Moodle and CSS programming.	At least 2 year
3.	Project Manager	Engineering Graduate(CS/IT) / MCA/M.Tech(CS/IT) / NIELIT 'B' Level/ Sr. Officer or Academician with Technical Background	Should have been part of that team in developing, converting e-content having at least 7 years experience in relevant field.	At least 1 year

Chapter - 9

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.

9.1 Bid Evaluation:

9.1.1 Guiding Principle for Evaluation of Bids

- a. The tendering authority shall determine to its satisfaction whether the Bidder has submitted the best and substantially responsive Bid, is qualified to perform the Contract satisfactorily.
- b. The determination shall be based upon 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 strictly 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.

9.1.2 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.

9.1.3 Clarification of Bids

- a) 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.
- b) No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetical/clerical errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids.

9.1.4 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 arithmetical/clerical errors in accordance with bidding document.

9.1.5 Evaluation of Technical Bids

- a) **Award of marks at the presentation stage**

The bidder will be required to make presentation before the Proposal Evaluation Committee on technical and operational aspects including the demonstration of the sample converted e-Contents
- b) Bidders qualified as per the eligibility criteria would be given opportunity for presentation and demo of the sample converted e-Contents. Based on the live-demo of the presentation, marking would be done by a panel approved by the Competent Authority (individually first, and then their average across the panel)
- c) Bidders must fulfil requirements and compliance sheet as per **Annexure-9**
- d) The Bid Evaluation Committee reserves the right to reject any or all bids.

9.2 The qualifying criteria for opening of financial bids: The bidders need to score the minimum marks in each criterion individually as per column number 4("Minimum Marks Needed") along with a total of minimum 50 points as mentioned in the table below, failing which, the bids will be summarily rejected by the Technical Committee and their financial bids will not be opened. No representation in this regard shall be entertained.

S. No.	Criteria	Max. Marks	Minimum Marks Needed	Marks obtained
(1)	(2)	(3)	(4)	(5)
1.	Demonstration of bidder's own converted sample e-Content any one Regional language out of Gujarati, Kashmiri, Malyalam, Bangla, Kannada and Marathi.	25	12.5	
2.	Adequacy of proposed approach & methodology for e-Content conversion in Regional languages, operations / execution, managed services and maintenance	25	12.5	
3.	Number of Similar projects successfully implemented 2 projects – 10 marks 3 projects - 15 marks	20	10	

	4 projects or more - 20 marks			
4.	Work Plan (For example Gantt Chart for all activities)	20	10	
5.	Resource Plan	10	5	
6.	Total Score	100	50	

These marks would not be counted on subsequent stages.

Chapter -10

Contract Terms

General Conditions of the Bid

1. Income Tax, Service Tax Registration

A Bidder who does not hold a valid PAN from Income Tax department and Service Tax Registration Certificate issued by the State where his business is located shall not tender. The Service Tax Registration Number quoted by the bidder must be valid on the date of submission of tender without which the tender is liable for rejection. The signed and stamped copy of all the supporting documents should be provided along with the tender.

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 and 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, the translated version in English shall prevail.
- b. The Bidder shall bear all costs of translation and shall be responsible for 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 either from the date of delivery or within 7 days from the date of issue of Notice, whichever is later.

5. Applicable Law

- a. The contract shall be interpreted in accordance with the laws of the Union of India and the Delhi Government.
- b. Governing Law and Choice of Forum :
 - The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).
 - Cost of any suit/legal action initiated by any third party on account of the services provided by the selected bidder on any item related/pertaining to this project shall be borne by the selected bidder only and 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 RFP document.

7. Rates/ Prices

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

8. Terms of Payment :

S.No.	Activity	Amount to be released
1.	On submission of first draft of converted module in the requisite language in the form of SCORM Packages and on approval of SCORM compliant e-Content of one complete module by NIELIT experts	50% of the estimated value of the converted e-content.
2.	Within one month after the final delivery, deployment successful testing of e-Content of one complete module/course on NIELIT portal and testing thereof	30% of the estimated value of the converted e-content.
3.	After expiry of warranty period of 6 months of the concerned module.	20% of the estimated value of the converted e-content.

9. Standard of performance

- a) The selected bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality and promptness. The selected bidder shall adhere to professional, engineering and consulting standards recognized by international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in full compliance of the provisions of this agreement. **The selected bidder(s) shall always support and safeguard the legitimate interests of NIELIT, in dealings with any other party.**
- b) The selected bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in India.
- c) The selected bidder shall be liable to NIELIT for financial losses in case of system and / or process failure.

10. Copyright

The content of this RFP is a copyright material of NIELIT. No part or material of this RFP document should be published on paper or electronic media without the prior written permission from NIELIT. However, the bidder will have copyright on all the documents and other materials containing data and information furnished to NIELIT by the bidder or through the bidder by any third party.

11. Intellectual Property Rights

The selected bidder shall warrant that there is no infringement of any patent or intellectual property rights caused by the conversion of e-contents which are subject matter of this project.

12. Confidentiality

The selected bidder and their 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.

13. Penalty Clause / Liquidated Damage

If the conversion work assigned is either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the contractor and not in any way attributable to the delay on the part of NIELIT, a penalty @ 1% of the contract value, per month or part thereof (subjected to maximum 10%) may be imposed.

If the delay exceeds for the penalty of more than the maximum penalty of 10%, then the contract shall be terminated with immediate effect and no clarification/justification will be entertained by NIELIT in this regard, the performance security deposit 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 contractor.

Further, if any act or failure by the bidder results in failure or non-operation of systems and if NIELIT has to take corrective actions to ensure functionality of its systems, NIELIT reserves the right to claim/recover damages from the implementing agency, which shall be equal to the cost it incurs or loss it suffers from such act or failure.

NIELIT reserves its right to recover these amounts by any mode including adjusting from any payments to be made by NIELIT to the bidder, irrespective of whether such payment is related to this contract or otherwise.

14. Subcontracts

The selected bidder shall not subcontract the awarded contract or part thereof to any other party.

15. Delays in the Bidder's Performance

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, its likely duration and its cause(s). NIELIT will evaluate the situation and in exceptional circumstances and in the interest of work may extend the selected bidder's time for execution of said item of work.

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

16. 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 selected bidder.

a) TERMINATION OF THE CONTRACT

The Contract is liable to be terminated under the following circumstances:

- i. If the project is not completed and implemented satisfactorily as per the time schedule, due to reasons solely and entirely attributable to the agency and not in any way attributable to the delay on the part of NIELIT.
- ii. The selected bidder 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/her/their assets or
- iii. The selected bidder makes an arrangement with or assignments in favour of his/her/their creditors or agrees to carry out the contract under a committee or inspection of his/her/their creditors; or
- iv. The selected bidder abandons the work; or
- v. The selected bidder persistently disregards the instructions of NIELIT in contravention of any provision of the Contract; or
- vi. The selected bidder fails to adhere to the agreed program of work; or
- vii. The selected bidder assigns or sublets the work in whole or in part thereof without prior written consent of NIELIT; or
- viii. The Performance of the selected bidder is not satisfactory; or
- ix. Defaults in the performance of any material undertaking under the contract and fails to correct such default to the reasonable satisfaction of NIELIT within fifteen days (15) after written notice of such default is delivered to the selected 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.
- x. At any time, the selected bidder makes default in proceeding with the works/job with due diligence.
- xi. If it comes to the knowledge of NIELIT at any time that the selected bidder had obtained the contract through illegal means;

- xii. Information(s) submitted/furnished by the contract are found to be incorrect at any time.
- xiii. 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 selected bidder and to recover from the selected bidder any amount by which the cost of completing the work by any other agency 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 selected bidder shall stand forfeited.
 - iii. The selected bidder shall not have any claim from NIELIT for 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 selected 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 may, by sending Notice of 30 days to the selected bidder, 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. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss, if any, incurred by the selected bidder due to such termination.
 - iii. Either party may terminate the contract by giving a notice of 90 days.

17. Settlement of Disputes

- a) **General:** If any dispute arises between the selected 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 selected bidder on the points of dispute. The representation so received shall be examined by NIELIT. The selected 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: -

- Director, NIELIT Centre Delhi : Chairman
- Nominee of DG, NIELIT : Member
- Registrar, NIELIT : Member
- CFO, NIELIT : Member
- Joint Director (Systems) : Member Secretary

c) **Procedure for reference to the Standing Committee:** The selected bidder may present his representation to the Director General, NIELIT, 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 selected bidder shall prepare a reply of representation and shall represent NIELIT's stand before the standing committee. From the side of the selected bidder, the claim case shall be presented by himself. After hearing both the parties, the standing committee shall give its recommendations to the Director General, NIELIT and the decision of the Director General, NIELIT shall be final and binding both on the selected bidder and NIELIT. Legal Practitioners are not allowed to represent any party during the proceedings of the standing committee.

d) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between the parties regarding contract shall be settled by a competent court situated in Delhi (India) only, after decision of the standing committee for settlement of disputes.

18. Arbitration

- a) 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 as per Arbitration and Conciliation Act, 1996.
- b) All legal proceedings shall have to be lodged in courts situated in Delhi (India) and not elsewhere.

19. Reservation of Rights

NIELIT reserves the right to:

- a. Extend the Closing Date for submission of the Proposals
- b. Amend the requirements at any time prior to the Closing Date, provided that the amendment is displayed on the NIELIT Website <http://www.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

- e. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons.
- f. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals.
- g. Seek the advice of external consultants to assist NIELIT in the evaluation or review of proposals.
- h. Make enquiries of any person, company or organization to ascertain information regarding the Bidders and its proposal.
- i. 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.

20. Suspension

- a) NIELIT may, after giving a written notice of suspension to the selected Bidder, and considering the representation, if any, submitted by him within a period of 15 days from receipt of such notice, suspend all payments to the selected bidder, if the selected bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:
 - Shall specify the nature of the failure and
 - Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the selected 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 selected bidder.

21. Force Majeure

- For purposes of this clause “Force Majeure” means an event beyond the control of the selected bidder and not involving the selected bidder’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earthquakes, epidemics. The preventive measures for fire breakdown must be followed otherwise it will not be applicable here. The decision of NIELIT, regarding Force Majeure shall be final and binding on the Bidder.
- Notwithstanding anything contained in the Bid Document, the selected 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.
- If a Force Majeure situation arises, the selected bidder shall promptly notify to the NIELIT in writing, of such conditions and the cause thereof. Unless otherwise directed by NIELIT in writing, the selected 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 selected bidder, if as a result of Force Majeure; the selected bidder is unable to perform a major portion of the services for a period of more than 30 days.

22. Responsibilities of the Bidder

Selected bidder would be responsible for the following scope of services:

23. 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 RFP.
- 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 RFP is silent on the items contained in the bid, the decision of NIELIT shall be final & binding on the selected Bidder/ Bidders.
- f. For the entire purpose of this tender/work/assignment, NIELIT would be the first party, who intends to award the tender/work/assignment to a suitable organization, called the second party, and as per the standard language, would be, hereinafter, called bidder.
- g. The term bidder would include tenderers/bidders/agencies/interested parties and may include any such term which so far has not been used, but may be used to refer the second party. These terms may be used interchangeably too. The words Tender and bid, may also be used interchangeably.
- h. The agency would also be included in the term bidder, for the sake of clarity.
- i. Until and otherwise explicitly mentioned, the term candidate would refer to the person who intends to be registered by NIELIT through the bidder. It may also refer to already registered with NIELIT. The terms applicant, examinee, etc. would also be included/intended for the term candidate.

24. 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 bylaws having the force of law is enacted, promulgated, abrogated, or changed in state / India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Contract Price, then such Contract Price 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".

25. Special Terms and Conditions

- 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.
- The payment shall be in Indian Rupees and shall be paid only after successful completion of work without error and delays. No advance payment shall be made and 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 selected bidder in addition to damages and penalty.
- **The volume of business is indicative only and cannot be guaranteed.**
- The discretion of NIELIT for awarding business and mode of business will be final and binding on the bidder.

Annexure - 1

Request for Proposal (RFP) Form

I. Addressed to

a.	Name of the tendering authority	Director General
b.	Address	National Institute of Electronics and Information Technology (NIELIT), Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110 003, India
c.	Telephone	011-24363330
d.	Tele-Fax	011-24363335

II. Ref Number: 60(20)2015-NIELIT-HQ-Part-1 Dated 8th Sept 2016

III. Other related details: -

1.	Name of Tenderer						
2.	Name & Designation of Authorized Signatory						
3.	Registered/Head Office Address						
4.	Delhi Office	Address					
		Phone		Fax:			
		Contact Person					
		Phone		Fax:			
		Contact Person					
5.	Year of Establishment						
6.	Type of Firm (Put Tick (v) mark)	Proprietorship	Govt./PSU/Autonomous Body of Govt.	Public Limited	Private Limited	Society	Partnership

7.	Telephone Number(s) Mobile Number(s)			
8.	Website URL			
9.	Fax No.			
10.	Email Address			
11.	*Average Annual Turnover of at least Rs 70 lakhs (Rupees Seventy Lakh Only) during the last three years (per language of bidding). Copies of audited balance sheet and CA Certificate should be attached	2012-13	2013-14	2014-15
12.	No. of technical Staff for translation & conversion of e-Contents. (CVs of the at least 5 Professionals on the payroll of the agency is to be attached in the prescribed format at annexure – 8) per language of bidding. The agency should have at least a total of 10 Professionals on its payroll as on date.			
13.	Indicate if organization has been blacklisted or unable to deliver for any of the offices of Central or State Govt. or any of its other customers? If so, details may be provided. Annexure-6 is to be attached			
14.	Please give escalation matrix for problem resolution. The matrix should include a senior officer in the Head Office of the company. Designation, phone no., mobile no, fax no. and e-mail address of the officials mentioned in the escalation matrix.			

*** The average annual turnover is for per language bidding. In case an agency bids for 3 languages, then its annual average turnover must be Rs. 2.10 Crores during last three financial years.**

15	Compliance Sheet duly filled, Signed and stamped (Annexure 9)	
----	---	--

- IV. The Tender fee amounting to Rs. 5,000/- (Rupees Five Thousand Only) has been remitted vide DD/ Banker's cheque no. _____ dated _____ in favour of NIELIT, Payable at, New Delhi, India.
- V. 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)**.
- VI. The rates for the services as prescribed in financial document are given separately in the financial bid.
- VII. Reproduced / re-word-processed formats or Bidder's 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.
- VIII. 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. Following documents are attached towards the proof of earnest money deposited in favour of NIELIT, Payable at, New Delhi, India.

S. No.	Earnest Money deposited through DD/ Banker's Cheque (Local Only)				
	Bank Name	Number	Dated	Amount	Number of languages applied for
1.					

IX. Tax Certificates:

S. No.	Type of Tax	Whether copy of supporting documents enclosed (Yes/No)	Registration Number	Page No.
1.	PAN			
2.	TAN			
3.	VAT-TIN			
4.	Service Tax			

X. **No Advance payment shall be made. Payments shall be made as per payments terms.**

XI. Following details are required for return of EMD of unsuccessful bidders:

S. No.	Return of Earnest Money through DD/ Banker's Cheque/NEFT/ RTGS				
	Name of Account Holder, Bank Name , Branch and Address	Account Type (Savings/Curr ent)	Account Number	IFSC Code	MICR Code
1.					

XII. 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

XIII. 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

Letter of Undertaking

(ON THE LETTER HEAD OF THE BIDDER)

To

The Director General
National Institute of Electronics and Information Technology (NIELIT),
Electronics Niketan, 6, CGO Complex, Lodhi Road,
New Delhi - 110 003, India

Sir,

Subject: Conversion of English e-Content into Indian Regional languages.

This bears reference to NIELIT RFP No. **60(20)2015-NIELIT-HQ-Part-1 Dated 8th Sept 2016.**
We, hereby, accept all the terms and conditions for submitting bid as mentioned in this RFP Document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

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.

The above document is executed on ___/___/___ at (place) _____ and we accept that if anything out of the information provided by us is found wrong our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure-3

Firm Strength

(On Bidder's letter head)

To

The Director General
National Institute of Electronics and Information Technology (NIELIT),
Electronics Niketan, 6, CGO Complex, Lodhi Road,
New Delhi - 110 003, India

Subject: Firm Strength

Respected Sir,

This is to certify that <<Company Name>> have minimum ----- professionals on its payrolls as on date. The bidder is having the necessary experience and expertise to handle this project and shall not outsource this project to a third party.

Dated this Day of 2016

(Signature) (In the capacity of)

(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

Annexure-4

Financial Bid

Name of the Bidder : _____

Address for Correspondence : _____

I/we hereby submit the consolidated financial proposal for conversion of e-Contents into other Indian Regional Languages as per the Scope of work given in this tender document within the time specified and in accordance with the terms and conditions.

The bidders are required to quote the rates in the following format:

Language	Charges per page* of story board for translation of voice over, text/labels and its synchronization with the voiceover and other components of multimedia and animation.		Taxes (if any)	Total Amount (in Rs.)
	In Rs.	In Words		
Gujarati				
Kashmiri				
Bangla				
Malayalam				
Kannada				
Marathi				

In case there is discrepancy between the charges in figures and charges in words, the charges written in words will be assumed correct.

*One page of story board means a page of A4 size of story board document in PDF Form. **The translation also includes the conversion of English e-Contents into the requisite language and creating SCORM Package so that it runs on NEILIT's e-Content Web Portal in Moodle LMS.**

Note:

1. L1 will be evaluated language wise on the basis of the per page(of story board) per language translation price quoted by the bidders. One page of story board means a page of A4 size of story board document in PDF Form.
2. Phase-I storyboards contains about **12,387 pages** of storyboards. Phase-II e-content development is in progress and once the storyboards are finalised, the no. of pages will be communicated.
3. The price quoted above will be inclusive of visit to NIELIT, New Delhi office, if required, for collection of data /uploading into portal/ providing a solution to the technical difficulties reported by NIELIT, while & after implementation of final version of the e-Content as per requirement.

Authorised Signatory

Company Seal

Annexure - 5

Representative Authorisation Letter

Date : _____

Ref : _____

To

The Director General
National Institute of Electronics and Information Technology (NIELIT),
Electronics Niketan, 6, CGO Complex, Lodhi Road,
New Delhi - 110 003, India

Dear Sir,

Ms. /Mr. _____ is hereby authorised to sign relevant documents on behalf of our organisation for the RFPs for “Conversion of English e-contents into Indian Regional Languages”. She/ He is also authorised to attend meetings & submit financial information as may be required by you in the course of processing above said RFP.

Thanking you,

Authorised Signatory

Representative Signature

Company Seal

Annexure 6

NON BLACKLISTING CERTIFICATE

(On Non-Judicial Stamp Paper of Rs 100/- duly attested by the Notary Public)

In response to the RFP No. _____ Dated _____ for "Conversion of English e-Contents in Indian Regional Languages", 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.

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.

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 in full and the tender if any to the extent accepted may be cancelled.

Deponent

Notary

Annexure 7

**DETAILS OF SIMILAR WORKS EXECUTED SUPPORTED BY WORK ORDER AND COMPLETION
CERTIFICATE**

S.No.	Name of Work/ Project & Location	Owner of sponsoring organization	Cost of Work in INR	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/Arbitration pending in progress with details	Name, Designation, Address and telephone/ Mobile Number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -

Date:
Place:

Annexure 8

**FORMAT OF CV OF PROFESSIONALS TO BE DEPLOYED FOR THE
DEVELOPMENT/CUSTOMIZATION OF THE APPLICATION**

1. **Designation:**

2. **Name of Firm:**

3. **Name of Staff:**

4. **Date of Birth:**

5. **Nationality:**

6. **Education:**

Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained:

Degree	University/ Institution	Year in which obtained

7. **Membership of Professional Associations:**

8. **Other Training:**

9. **Countries of Work Experience:** List countries where staff has worked in the last ten years

1. **Languages:** For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing

Language	Speaking	Reading	Writing

11. **Employment Record:** *Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held*

From:	To:
Employer	

12. **Detailed Tasks Assigned:** *List all tasks to be performed under this Assignment/job*

13. Work Undertaken that best illustrates the experience as required for the Role

*Among the Assignment/jobs in which the staffs has been involved, indicate the following information for those Assignment/ jobs that best illustrate staff capability to handle the tasks listed under **point 12.***

Name of assignment/job or project	
Name of the client	
Year	
Location	
Main Project Features	
Position Held	
Activities performed	

14. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized representative of the staff]

Full name of authorized representative:

Annexure-9

Requirements and Compliance Sheet for Conversion of English e-contents into Indian Regional Languages (Signature, seal and date on each page may be affixed)

S. No.	ELIGIBILITY CRITERIA	Documents Required to be Submitted in RFP	Ref Page No in RFP
1	The Applicant must be a Proprietorship Concern/Company registered under Indian Company Act, 1956/Firm registered under the partnership Act 1932/Society registered under Societies Act, 1860/Autonomous bodies or any other venture not covered above.	Copy of Certificate Incorporation	
2	The bidder should have valid registration with appropriate statutory authorities as required under law. A copy of all such registrations such as MOA, PAN and Service Tax, etc. must be enclosed.	<ul style="list-style-type: none"> • Copy of PAN,TAN, Service Tax Registration Certificate etc. 	
3	The bidder should have been in the business at least for last four years as on 31-March-2016 and served at least two clients from any of the Govt. Sector/ PSUs/ Autonomous Bodies of Govt./ Universities etc. for development of e-Contents/e-Learning courses.	<ul style="list-style-type: none"> • Proof of commencement of business. • List of clients and copy of work orders as on 31-March-2016 as per Ann-7 	
4	The bidder must have at least 3 years experience in e-Content development in English/Hindi and at least one Indian Regional Language using Multimedia & Animation on Moodle Framework/any other framework /LMS as on 31.3.2016. The bidder must have successfully completed one similar project of value of minimum Rs.50.00 lakh or two such projects of minimum value of Rs.30.00 lakh eachs during last 5 years as on 31.3.2016.	List of clients and copy of work orders and completion certificates from the clients as per Ann-7	
5	The bidder should have average annual turnover of at least Rs. 70 lakhs (Rupees Seventy Lakh Only) per language bidding during the last three	<ul style="list-style-type: none"> • Extracts from the audited Balance Sheet • Profit & Loss Statement • CA Certificate from the 	

	financial years (2012-13, 2013-14 and 2014-15) from similar services.	statutory auditor	
6	The organisation should comply with ISO 9001:2008.	<ul style="list-style-type: none"> • Copy of certifications, ISO 9001:2008 needs to be submitted. 	
7	The bidder should possess the essential infrastructure, facilities and technical expertise and should have on its payroll at least 5 Professionals per language bidding.	<ul style="list-style-type: none"> • List of technical Experts/professionals. • The bidder has to give an undertaking on its letter head having the necessary experience and expertise to handle this project and shall not outsource this project to a third party. Annexure-3 • CV of at least 5 technical employees per language bidding as per Annexure-8 	
8	The firms having black-listed/ debarred in participating in any procurement activities by any State or Central Government or any other govt. organization in India are not allowed to bid.	Undertaking is to be submitted by the bidder on Non-Judicial Stamp Paper of ₹ 100/duly attested by the Notary Public that the agency has not been blacklisted / debarred from participating in tender/bids by any State or Central Govt. organization in India. (Annexure-6)	
9	Cost of RFP Document Rs. 5000/-	DD/ Banker's Cheque of Rs. 5000/- in favour of "NIELIT" payable at "Delhi" must be enclosed	
10	EMD according to number of languages applied for. The per language EMD is Rs. 3.00 Lakh	DD/Banker's Cheque of Rs. ----/- in favour of "NIELIT" payable at "Delhi" must be enclosed	
11	Letter of Undertaking as per Annexure-2		
12	Firm Strength as per Annexure-3		
13	Financial Bid as per Annexure-4		

14	Representative Authorisation Letter as per Annexure-5		
15	Format of CV of professionals to be deployed for translation and conversion of e-Contents as per Annexure-8		

Annexure 10

PRE-BID QUERIES FORMAT

Name of the Company/Firm:

Address of the Company/Firm:

Name of Person(s) Representing the Company/ Firm:

Name of Contact Person(s)	Designation	Email-ID(s)	Tel. Nos., Mobile Number & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	Query/ Suggestion/Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

Annexure 11

BROAD SCOPE OF WORK

- e-Contents converted should also be compatible with mobile devices such as iPad/Tablet and should be able to run on all popular browsers and it must fit all resolutions and work on the platforms including Windows, iOS, ANDROID etc.
- NIELIT will provide only the e-Content in SCROM format and the storyboards in English language for the courses for which e-Content is to be converted. The SCROM format after conversion in Regional languages should be compatible with MOODLE.
- The copy right violation will be the sole responsibility of the agency/agencies developing the e-Contents. The agency/agencies have to give an undertaking to this effect. The images, text used should be taken care of by the developing agency/agencies as we won't be responsible for any violations.
- NIELIT will have full rights to use the e-Contents and no royalty will be paid to the developing agency/agencies, and we will be distributing these contents to our respective centres where they will be used for teaching purposes. Also, these contents will be hosted online for e-learning purposes.
- No watermark, logo of any kind should be the part of e-Content that advertises the developing agency/agencies. If found the re-work shall be done by the agency to remove any such traces and this needs to be done in the project time frame.