

**NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY**  
(An Autonomous Scientific Society of Department of Electronics and Information Technology,  
Ministry of Communications and Information Technology, Govt. of India)

No :NIELIT/NDL/2015/525-C

19.05.2015

**NOTICE INVITING TECHNICAL AND FINANCIAL BIDS FOR JOB WORK  
PERTAINING TO DESIGN, SUPPLY AND EVALUATION OF OMR ANSWER  
SHEETS**

**Schedule of Events**

Nature of the Work	Design, Printing, Supply and Evaluation of OMR sheets and related data processing activities
Details of contact person for collection/clarifications/ queries of Tender Document	Deputy Director (Admn.)( ashokv@nielit.gov.in) NIELIT Delhi Centre,2nd Floor, Parsvnath Metro Mall,Inderlok Metro Station, Inderlok, Delhi-110 052
Details of contact person for clarifications with regard to “Scope of Work” under Tender Document	Deputy Director (Systems) (ashwanitickoo@nielit.gov.in) NIELIT Delhi Centre,2nd Floor, Parsvnath Metro Mall, Inderlok Metro Station, Inderlok, Delhi-110 052
Cost of Tender Document	Rs. 1,000/-
Estimated cost of work	Rs. 110 lakhs
Earnest Money Deposit (EMD)	Rs. 2.25 Lakhs
Security Deposit	Rs. 10% of the total order value
Website for downloading Tender Document, Corrigendum’s, Addendums Etc.	<a href="http://www.nielit.gov.in">http://www.nielit.gov.in</a> , <a href="http://deity.gov.in">http://deity.gov.in</a> , <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> , <a href="http://delhi.nielit.gov.in">http://delhi.nielit.gov.in</a>
Date & time up to which the queries/ questions/ objections on the Tender Document will be received	26.05.2015, 02:00 PM
Pre-Bid meeting Date & Time	28.05.2015, 02:00 PM
Bid Submission Start Date & Time	29.05.2015, 10:00 AM
Bid Submission Closing Date & Time	09.06.2015, 02:00 PM
Address where the Tenders are to be Submitted	The Director National Institute of Electronics and Information Technology (NIELIT) 2nd Floor, Parsvnath Metro Mall,Inderlok Metro Station, Inderlok, Delhi-110 052
Date, Time and Venue of opening of Technical Bids	09.06.2015, 03:00 PM Venue : National Institute of Electronics and Information Technology (NIELIT) 2nd Floor, Parsvnath Metro Mall,Inderlok Metro Station, Inderlok, Delhi-110 052
Validity of Bid	180 Days from the Closing Date of Bid Submission
Date, Time and Venue of opening of Financial Bids	Will be intimated later to the technically qualified bidders

# TENDER DOCUMENT FOR JOB WORK PERTAINING TO DESIGN, SUPPLY AND EVALUATION OF OMR ANSWER SHEETS

## 1. Background:

- 1.1 National Institute of Electronics and Information Technology (NIELIT), an autonomous Scientific Society of Department of Electronics and Information Technology (DeitY), Ministry of Communications and Information Technology, Govt. of India is implementing the DOEACC Scheme launched jointly by All India Council for Technical Education (AICTE) and Department of Electronics and Information Technology (DeitY), (Formerly Department of Electronics) with a view to utilize the resources available with the Computer Training Institutions in the non-formal sector to provide quality Education and Training in the area of IT. The scheme consists of courses at four levels namely 'O' Level - Foundation, 'A' Level - Advance Diploma, 'B' Level - MCA and 'C' Level – designed to be at par with M.Tech Level. The Institute conducts examinations twice a year in the months of January and July for all the above four levels at more than 110 Centres located all over India. Besides the career courses viz. O, A, B & C Levels, the Institute offers IT Literacy Courses such as CCC, BCC etc.
- 1.2 NIELIT and Director General of Employment & Training, Ministry of Labour and Employment, Government of India hereinafter referred as "DGET" have signed an MOU for executing a project of All India Trade Test for Craftsman Training Scheme (Semester System) Examination for Engineering and Non-Engineering candidates undergoing training under Department of Director General of Employment and Training which is conducted twice in a year.
- 1.3 NIELIT is looking for bidders to provide the services listed in Scope of Work in this document. The entire job from the stage of printing of blank OMR sheets (as prescribed), transportation, scanning of OMR Sheets and other Data Processing Activities etc. included in the Scope of Work in the Tender Document will be assigned to a **single bidder** selected on the basis of this tender process. However, NIELIT reserves the right to split the order and award work to multiple bidders at L1 rate without assigning any reason whatsoever. In this regard, the order may be placed on a maximum of four parties at the lowest quoted rate (at the L1 rate) in the ratio of L1, L2, L3, L4 (40%, 25%, 20%, 15%). In case there are only three eligible bidders or any bidder amongst the lowest four does not accept the offer at lowest rates, then the work would be distributed amongst the remaining three (L1, L2 and L3) bidders in the ratio of 45%, 30% and 25% and so on.

## **2 Eligibility Criteria:**

- 2.1** The average annual turnover of the Bidder for past three years ( 2011-12, 2012-13, 2013-14) should be at least One Crore Rupees.
- 2.2** The bidder should have been in the business of providing Scanning and Data Processing Services for a minimum of three years as on 1st January 2015.
- 2.3** During past two years (2013-2014 and 2014-2015), the bidder should have satisfactorily completed similar contracts at multiple locations for multiple organizations at the same time for either of the following:
  - a)** A single contract for a value of at least Rs. 88 lakhs (80% of estimated cost of one examination i.e 80% of 110 lakhs)
  - b)** Two contracts each for a value of at least 55 lakhs. (50% of estimated cost of one examination i.e 50% of 110 lakhs)
  - c)** Three contracts each for a value of at least 44 lakhs. (40% of estimated cost of one examination i.e 40% of 110 lakhs)
- 2.4** The bidder must furnish a Chartered Accountants' Certificate or copies of Balance Sheet signed by Chartered Accountant as a proof of its turnover for past three years ( 2011-2012, 2012-2013, 2013-2014) with Technical Bid.
- 2.5** The bidder must furnish details of PAN, Service Tax No., Sales Tax No., VAT No. and also attach a copy of each of the above documents with Technical Bid.
- 2.6** The bidder shall attach a certified copy of valid ISO 9001:2008 Certification.
- 2.7** The bidder should have its own office/branches at Delhi, Mumbai, Chennai and Kolkata and shall attach a certified copy of address proof for the same.
- 2.8** The bidder shall have the minimum capacity to print the OMR sheets per day up to 5,00,000 sheets. Self Declaration is to be submitted.
- 2.9** The bidder should have its own OMR Scanning Machines with scanning capacity of each machine at the rate of 7000-8000 sheets per hour. The bidder should have sufficient number of OMR Scanners as per requirement of NIELIT along with buffer machines for replacement in case of malfunctioning of machines. The requirement of NIELIT is to process One Lakh Sheets per day at each processing centre for which space of maximum 4 machines will be provided. (Certified copy of the Technical brochure of the machines is to be provided along with self declaration).
- 2.10 Earnest Money Deposit (EMD)**
  - a)**The Bidders will be required to submit the EMD of Rs.2,25,000/- (Rupees Two lakh Twenty Five Thousand only) along with the Technical Bid.
  - b)**The EMD will be submitted through a Demand Draft (DD)/Banker Cheque (BC) drawn on any commercial bank in favour of NIELIT Centre Delhi, payable at New Delhi.

**2.10.1 Forfeiture of EMD:** The EMD will be forfeited:

- 2.10.1.1** If the bidder withdraws the bid after quoting and submission / acceptance;
- 2.10.1.2** If the bidder withdraws the bid before the expiry of the validity period of 180 days of the bid or within the time frame of extension given by NIELIT in special case communicated before the expiry for the bid;
- 2.10.1.3** If the bidder fails to comply with any of the provisions of the terms and conditions of the bid specification;
- 2.10.1.4** If the selected bidder fails to submit the Performance Security.

**2.10.2 Refund of EMD**

- 2.10.2.1** EMD shall be refunded to the selected bidder, only after signing of the contract after furnishing of performance guarantee by way of Bank Guarantee as mentioned below in section Performance Security Deposit.
- 2.10.2.2** EMD of unsuccessful bidders will be refunded, without any interest, after the tender finalization or expiry of the tender validity, whichever is earlier, by Cheque after intimating them about the rejection of their tender bid.
- 2.10.2.3** No interest will be payable on the amount of EMD.

**2.11 Performance Security Deposit**

- 2.11.1** The successful Supplier/ Bidder shall, within Five (05) days of the notification of contract award, provide a Performance Security deposit for an amount of 10% of the value of the awarded contract.
- 2.11.2** The proceeds of the Performance Security deposit shall be payable to the NIELIT as compensation for any loss (including loss of opportunity, time or cost) resulting from the Supplier's/ Bidder's failure to comply with its obligations under the Contract.
- 2.11.3** Form of Performance Security deposit: Security Deposit in the form of cash will not be accepted. Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank in favour of NIELIT, payable at New Delhi.
- 2.11.4** Performance Security Deposit should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligation of the supplier including warranty obligation.
- 2.11.5** Forfeiture of Performance Security deposit: Performance Security deposit shall be forfeited/invoked in the following cases: -
  - 2.11.5.1** When any terms and condition of the contract is breached by the vendor/service provider.
  - 2.11.5.2** When the Supplier/ Bidder fails to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order.
  - 2.11.5.3** When the equipments supplied/application software installed does not perform to the purchaser's expectation and the supplier does not or is not able to set right the equipment or in case of services, the supplier/contractor fails to fulfill its obligation under the contract.

- 2.11.5.4 No interest will be paid by NIELIT on the amount of earnest money and performance security deposit.
  - 2.11.5.5 Proper notice will be given to the Supplier/ Bidder with reasonable time before earnest money/ performance security deposit is forfeited.
  - 2.11.5.6 Forfeiture of earnest money / performance security deposit shall be without prejudice to any other right of NIELIT to claim any damages as admissible under the law as well as to take such action against the Supplier/ Bidder such as severing future business relation or black listing, etc, as may be deemed fit.
- 3 Duration of contract:** The contract will be awarded for examination to be held in July-Aug 2015.
- 4 Value of Contract:** The estimated cost of the work is about Rs. 110.00 Lakhs for July-Aug 2015 examination. Cost mentioned is indicative and subject to change as per actuals.
- 5 Scope of Work:**

#### **5.1 Printing of Blank OMR Sheets (in prescribed format)**

- 5.1.1 Printing of approved OMR sheet in different colors as specified by NIELIT on A4 size sheet of 105 GSM thicknesses. The printed but unused OMR sheets would be called "blank OMR sheets" hereinafter.
- 5.1.2 July-August Examination will involve printing of approx. 38 lakh OMR sheets to be printed, scanned and result to be prepared .
- 5.1.3 The successful bidders would supply OMR sheets (as per the given specification and in specified quantities) in 100 sheets per packet, with 20 packets packed in plastic coated water resistant corrugated boxes each and dispatch to the respective State Directorate, as per the list at Appendix-IV, to ensure that the same reaches there as per time schedule given at point 6 positively otherwise penalty will be imposed as per penalty clause. The time schedule is tentative and may change as per requirement and schedule of DGET.

#### **5.2 Post Examination Processing**

- 5.2.1 Development of OMR Scanning Software which is required to carry out post examination processing; capable of tabulation, scorecard generation and searching of OMR Sheet images by Indexes (Roll No/Bar Code/Scanning No etc.). (This work must be completed as per time schedule given in point 6. The required answer keys, formats of Tabulation and scorecard would be made available to the bidder.

- 5.2.2** To collect OMR sheets after the completion of examination from State Directorate offices as per list enclosed at Appendix IV and submit the same at the OMR Processing centre state-wise.(Appendix III)
- 5.2.3** To setup Infrastructure, including Installation of machines, double scanning of OMR Sheets, storing and indexing the scanned image of OMR Sheets, correction of exceptions and required post examination processing leading to scorecard generation at the premises designated by NIELIT.
- 5.2.4** To update the absenteeism on the basis of attendance sheet and report the discrepancies if any.
- 5.2.5** To provide tabulation of marks in soft-copy to NIELIT or agency designated by NIELIT.
- 5.2.6** To generate the scorecard as per the individual OMR sheet as per prescribed format.
- 5.2.7** To process damaged OMR sheets manually by capturing the responses through data entry (maximum 0.5 % of the total volume).
- 5.2.8** To pack the OMR sheets after Scanning.
- 5.2.9** From OMR Sheet processing centre return the boxes to State Directorate Offices as per the list enclosed at Appendix IV.
- 5.2.10** The entire post examination work is to be executed at NIELIT designated premises by the bidder(s) selected and for this purpose; the bidder(s) will deploy manpower as well as the scanning/validation/verification infrastructure at NIELIT designated premises. The premises may be located in any of the NIELIT Centres or any other suitable places, all over India
- 5.2.11** The quality of each item supplied under this contract should scrupulously match with the specifications indicated in scope of work failing which, the supply shall be rejected and no payments will be made. In case, at any stage NIELIT gets to know that inferior quality items have been supplied by the bidder, it would lead to stoppage of payment and the payments made, if any, shall be recovered from the bidder besides forfeiting the security deposit. It will be obligatory on the part of the bidder to surrender the payments received against the poor/inferior quality materials/work.

**6 Time Schedule:** The time schedule for execution for successful bidder will be as under:

- 6.1** Award of Contract : Approximately 20 days before start of Examination
- 6.2** Proof of OMR Sheet Design : Within 24 hours from the date & time of request (oral or written) from NIELIT.
- 6.3** Printing of Blank OMR sheets : Within 8 days from award of contract as in para 6.1
- 6.4** Packaging and dispatch : Maximum 2 Days more in addition to the period of printing of OMR sheets, as in para 6.3
- 6.5** Report of safe transport of all the packets at respective State Directorate : Within 24 hours of condition in para 6.4.
- 6.6** Collection of OMR Sheets from Respective State Directorate after Completion of examination : Within 10 days of the completion of examination
- 6.7** Post processing of OMR Sheets : Within 20 days after collection of OMR sheets
- 6.8** Rectification of error (up to 10%) : 10 working days after receiving corrections / clarifications from DGET
- 6.9** Rectification of errors (more than 10%) : 10 working days per 1 Lakh error records (after receiving corrections / clarifications from DGET)
- 6.10** Dispatch of OMR Sheets from the Post Processing Centres to respective State Directorate : Within 10 days of the completion of Processing

## 7 Terms and Conditions:

- 7.1 The cutting accuracy/tolerance of OMR sheet should not be more than 0.001mm. No OMR sheet would be accepted if it exceeds the above limits.
- 7.2 The number of mistakes in OMR sheet beyond 1% and upto 6% shall attract a penalty at the rate of Rs.2.00 per mistake per sheet and the amount of penalty shall be deducted from the bills raised for the activity by the bidder. Any box, having more than 6% mistakes shall be summarily rejected and the bidder shall have to re-process the whole box without any extra payment.
- 7.3 The bidder shall submit the proof of the OMR Sheets within a period of **twenty four hours** from the date and time of request, oral, sms/e-mail or in writing. After approval of the proof, the bidder shall supply the OMR Sheets within **10 days** of the oral or written request from the representative of NIELIT.
- 7.4 NIELIT cannot afford any delay in the supply of the printed OMR sheets, so once the order is issued, the bidder will be bound to supply the OMR sheets within the prescribed time limit as per Time Schedule in para 6. However, a penalty of 4% of the order value for supply of OMR sheets would be imposed on the bidder by NIELIT, if there is a delay/short supply of the printed OMR sheets.
- 7.5 For every subsequent delay in supply of the printed OMR sheets, additional penalty of 4% of the order value for supply of OMR sheets per day would be imposed upto a delay of five days. For delays more than five days, a maximum penalty of 25% of the order value for supply of OMR sheets would be imposed and a part/whole of the work may be delegated to next lower bidder, at the sole discretion of NIELIT.

For example: Penalty of delay in supply of printed OMR Sheets

Penalty of 4% on lesser quantity supplied than committed per day

Penalty = (Target Quantity – Order Supplied) \* Rate Quoted for supply of OMR sheet \* 4%

Target quantity will be cumulated by

(Target Quantity + Short Supply for previous day) for the next Day

Penalty = (Short Supply for previous day + Target Quantity – Order Supplied) \* Rate Quoted for supply of OMR sheet\* 4%

- 7.6 Other than printing penalty as mentioned at 7.4 and 7.5 above, each day of delay in completion of the job shall attract a penalty of 1% of the total cost of the particular activity delayed, subject to a maximum penalty of 10% of the value of the order for that activity. For this purpose, activities of Scanning shall be treated as one activity. NIELIT reserves the right to cancel the order without any notice in addition to



- imposition of penalty as above in case of failure or negligence on the part of bidder to meet time schedules.
- 7.7** For Scanning of OMR Sheets, the selected bidder will have to install the set up in NIELIT designated premises within two days from receipt of request from NIELIT and shall complete the job as per the schedule given above. The NIELIT will have Zone Wise premises, namely Delhi, Aurangabad, Kolkata and Chennai. The locations may increase or decrease as per requirement.
- 7.8** No mistakes in the scanning and data capturing/verification of OMR shall be allowed and each mistake shall carry the penalty of Rs. 2/- per sheet, subject to a maximum of 5% of the value of the tender. In case the mistakes beyond above limits are noticed the entire job will be canceled and no payment shall be made. In such an event NIELIT may also cancel the contract and forfeit the Security Deposits.
- 7.9** In case the bidder selected fails to perform to the satisfaction of NIELIT, the NIELIT shall get the job done by some other agency, at the risk and cost of the bidder.
- 7.10 Cancellation of Awarded Work:** Since this is a confidential, important and time bound work, if the bidder delays start of supply of OMR sheets for more than **6 days** from the date of the order, the order shall stand canceled and the work will be assigned to other vendor at the cost of the Bidder who has failed to deliver and Security Deposit shall be forfeited

## **8 Payments:**

- 8.1** For the activities pertaining to this tender, the payment terms shall be as follows:
- 8.1.1** 80% payment of the Group A activities will be released after successful completion of printing of blank OMR sheets and supply of same at respective State Directorate of the Group A activities as per Financial Bids.
- 8.1.2** 80% payment of the Group B activities will be released after successful completion of double scanning of OMR sheets and data processing work for Group B Activities as per Financial Bids.
- 8.1.3** 80% payment of the Group C activities will be released after successful completion of Group C Activities as per Financial Bids.
- 8.1.4** 80% payment of the Group D activities will be released after successful completion of Group D Activities as per Financial Bids.
- 8.1.5** Balance payment will be released on the completion of total work as per terms of scanning accuracy and meeting the time schedule mentioned above in Clauses 7.4 onwards mentioned above.
- 8.1.6** All the payment will be released through RTGS/NEFT.

**Note:** The payments will be released only on receipt of all deliverable along with the bills and supporting documents from the bidder. The bidder can raise bills as per terms mentioned in clauses 8.1.1 to 8.1.6.

- 8.2 All payments shall be subject to TDS.
- 8.3 The rates quoted should be inclusive of all expenses, taxes and duties. The rates will be quoted in Indian Rupees only. In case of any difference / discrepancy between the rates quoted in figures and words, the later shall prevail.
- 8.4 The bid should be valid for a minimum period of six months from the closing date for submission.

## 9 Other Information:

- 9.1 **Termination of the Contract:** Either party may terminate the contract by giving a notice of three months. However, in case the bidder gives the notice for termination, it will ensure that activities pertaining to any examination are not commencing within the notice period of three months. If any activity is likely to commence within three months of the date of notice given by the Bidder, it will be obligation of the bidder to undertake the job for that particular examination.
- 9.2 Director NIELIT Delhi Centre reserves the right to reject any or all the quotations without assigning any reason.
- 9.3 In case the bidder has any difficulty with any clause of this document it should be explicitly indicated against the relevant column of the Proforma for submitting Technical Bid. The bidder must also indicate suitable alternative in the form of solution. A decision on the matter shall be taken by NIELIT, which shall be final and binding. In case the decision of NIELIT in the matter is not acceptable to the bidder, the bidder's Financial bid would not be opened.
- 9.4 Since the activities involved are operational in nature, placing firm orders every time may not be possible and as such email/fax/SMS from NIELIT should be considered as firm order.

## 10 Procedure for submission of the bids:

- 10.1 The bidders desirous of participating in tender shall submit Technical Bid in the proforma at Appendix-I and Financial Bid in the Proforma at Appendix-II duly sealed in separate envelopes superscribed with "Technical Bid" and "Financial Bid", as the case may be, and then finally sealed in a single bigger envelope superscribed with "QUOTATION FOR THE JOB WORKS PERTAINING TO DESIGN, SUPPLY AND EVALUATION OF OMR ANSWER SHEETS" and addressed to The Director, National Institute of Electronics and Information Technology (NIELIT) Delhi Centre, 2<sup>nd</sup> Floor, Parsvnath Metro Mall, Inderlok Metro Station, Inderlok, Delhi-110 052. The name, address and telephone No. of the Bidder should be printed/written on envelope. The Bid must reach this Office on or before Closing Date & Time of Bid Submission.

- 10.2** The Technical Bids would be opened on date and time indicated in the schedule of events in this Institute. Bidders may depute their representative(s) for attending the proceedings with prior intimation to this office.
- 10.3** Financial Bid (Appendix II) duly filled in, should be sealed in envelope to be superscribed with the statement 'Financial Bid' and submitted along with the technical bid as mentioned in clause 10.1.
- 10.4** The proposal received without Tender Document duly signed will be treated as incomplete and hence liable to be rejected. Any overwriting/cutting/use of whitener etc. will lead to rejection of the Bid.
- 10.5** Incomplete Bids (including non submission of fee of the tender document downloaded from the website) shall not be considered and will be summarily rejected. Index Page for documents submitted should be attached at the beginning of Tender document. Page Numbering should be done on all papers submitted. Each paper submitted should be signed with official seal. Appendix-V should also accompany with Tender.

#### **10.6 Financial Bid**

- 10.6.1** All columns of the proforma in the Appendix II should be correctly and clearly filled.
- 10.6.2** Cost for each activity shown in the proforma must be indicated separately so as to arrive at the single figure without any ambiguity.
- 10.6.3** The bidders will have to quote for all the items mentioned in Appendix II.

#### **10.7 Bid Evaluation Criteria**

- 10.7.1** The Bids shall be opened by the authorized representatives of NIELIT in the presence of representatives of bidders, if available, as per the Schedule of Events given in the beginning of this document.
- 10.7.2** The Bidders may depute their representatives at the time of Financial Bid opening event.
- 10.7.3** The bidder will be decided by taking into account the rates quoted as per Appendix II taking into consideration total cost (T1 + T2 + T3 + T4). If the Total cost(T) does not match with the sum of T1,T2,T3 and T4, then the sum of T1,T2,T3 and T4 will be considered. The L1 (least total cost of all the groups under Appendix-II) bidder will normally be awarded the contract. However, NIELIT reserves the right to ignore any (including L1) bidder for the reasons, to be recorded in writing.

**10.7.4** The decision of the Director, NIELIT Delhi Centre shall be final and binding in all matters.

### **Arbitration, Laws and Jurisdiction**

**10.8** The contract shall be governed by and construed in accordance with the laws of India and would come under the exclusive jurisdiction of the Courts in Delhi, India.

**10.9** The contract shall be executed in duplicate and the original copy of the contract will be retained by either party of the contract.

**10.10** All disputes arising out of this contract shall be settled amicably by NIELIT and the bidder. In the event of failure to reach amicable settlement, the same shall be settled by an Arbitrator appointed by NIELIT, as per the provisions of “Arbitration and Conciliations Act, 1956”. The decision of the Arbitrator shall be final and binding.

**10.11** The place of Arbitration and other legal issues shall be Delhi for the purposes of this contract/work/agreement.

## **11 Force Majeure**

Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism. Accident, restraint of government, governmental acts, injunctions, other than those of the party or its suppliers, that prevent party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party’s reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party’s failure to perform its obligations under this Agreement.

If a party asserts Force Majeure as an excuse for failure to perform the party’s obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this Clause (Force Majeure).

**Proforma for furnishing Technical Bid**

(Please go through the terms and conditions stipulated in Tender Document before filling up this Proforma)

1. Name, Registered Address and Telephone :  
Number of the Organization.
2. Date of commencement of Business – :  
Details of incorporation of the company  
(Please furnish proof in support of your statement)
3. Status of the organization (i.e. whether :  
Proprietorship, Partnership, Private Limited  
/ Public Limited Company, Registered  
under Societies Registration Act, etc.)
4. Registration Number of the Organization. :  
(Please attach Certificate of Registration /  
Incorporation).
5. Name of the C.E.O. / Proprietor :
6. Name, designation and address, including :  
phone/mobile number of the Contact  
Person.
7. Annual Turnover (In Lakh Rupees) : 2011-12  
(Attach Photostat copies of Balance Sheet / 2012-13  
I.T. Returns / C.A.'s Certificate). 2013-14
8. Sales Tax / VAT No., if any (Must, if ST :  
/VAT is charged, copies enclosed)
9. Service Tax No., if any (Must, if ST is :  
charged, copy enclosed)
10. P.A.N. of the Organization / Owner (in :  
case of proprietorship organization where  
no P.A.N. has been issued in the name of  
the organization, copy enclosed)

11. Details of three prominent organizations served / being served with similar services (attach a comprehensive list along-with copies of contracts/Purchase Orders and satisfactory supply certificate from customer organization)

Name & Address	Name & Phone No. of contact person	Annual cost of contract (In Lakh Rupees)	Since when such services are being provided.

12. Details of E.M.D. enclosed : D.D. No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. ....  
.../- drawn on \_\_\_\_\_  
\_\_\_\_\_ Bank in  
favour of NIELIT, payable at New Delhi.
13. Number of employees on the rolls of the vendor. : Managerial :  
Supervisory :  
Clerical :  
Others (please specify) :
14. Address proof of branches at Delhi, Mumbai, Chennai and Kolkata. Enclosed. :
15. Number of clients being served on the date of submission of bid (please enclose a comprehensive list with addresses and telephone numbers). :
16. ISO 9001:2008 Certification, enclosed :
17. Technical brochure of the Scanning machines, enclosed :

DECLARATION:

- a) It is certified that the information furnished above is correct.
- b) We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. Disagreement and solution proposed has been listed in a separate sheet and being attached with this Bid. A copy of the Tender Document with its each page signed, in token of acceptance of the Terms and Conditions, is enclosed.
- c) We understand that the decision of the NIELIT to accept / reject “the points of disagreements and proposed solution provided by us” would be final and binding.
- d) The signatory to this bid is authorized to sign such bids on behalf of the organization.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

Seal of the Company\_\_\_\_\_

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

**Proforma for Financial Bid**

1. Name & address of the Bidder :  
(including phone nos., e-mail id)
2. **Rates offered are inclusive of all taxes per Unit (In Rupees)**

**Group A**

3. Printing of OMR Sheets as defined in Clause 5.1 of tender document  
(A4 size at 105 GSM in different colours to identify different papers in engineering and non-engineering trades along with security feature like InfraRed Printing, Bar Coding and running serial numbers.)

ii) Packing

(To pack printed OMR Sheets in lots of 100 and repacking the lots in plastic coated water resistant corrugated boxes with 20 lots each.)

iii) Transporting boxes (each containing 2000 OMR Sheets)

(Dispatching them to the Respective State Directorates of DGET (Appendix – IV))

**T1** = Rs. \_\_\_\_\_ /per sheet

in words (Rupees \_\_\_\_\_)/per sheet

**Group B**

iv) Double Scanning of OMR Sheets as defined in Clause 5.2 of tender document

v) Preparation & Tabulation of result and providing the result in soft copy.

vi) Packing

(To pack evaluated OMR Sheets in corrugated boxes )

**T2** = Rs. \_\_\_\_\_ /per sheet

in words (Rupees \_\_\_\_\_)/per sheet



**Group C**

vii) Image Scanning of OMR Sheets (With software for searching of OMR Sheet images by Indexes (Roll No/Bar Code/Scanning No etc.))

**T3 = Rs.\_\_\_\_\_ /per sheet**  
in words (Rupees \_\_\_\_\_)/per sheet

**Group D**

viii) Collection and Transporting boxes  
(Packed OMR Sheets to be collected and transported from State Directorates as per Appendix – IV to post-exam processing centre of NIELIT)

ix) Transporting boxes  
(OMR Sheets to be transported from post-exam processing centre to the State Directorate premises as per Appendix – IV)

**T4 = Rs.\_\_\_\_\_ /per Sheet to and fro**  
in words (Rupees \_\_\_\_\_)/per Sheet

After having filled all the details in this clause, please calculate T by the given formula

**T = T1 + T2 + T3 + T4**

Total cost per OMR sheet (for the purpose of award of work)

**T = Rs.\_\_\_\_\_ /per sheet**

**in words (Rupees \_\_\_\_\_)/per sheet**

**4. Committed Printing Capacity per Day as per penalty clause 7 of Tender Document**  
: \_\_\_\_\_ sheets/per day

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

Seal of the Company\_\_\_\_\_

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

**UNDERTAKING FOR REASONABLENESS (to be submitted with Financial BID)**

**It is certified that I am authorized by the bidder to fill and verify the above mentioned costs. To the best of my knowledge & belief,**

1. The information furnished in the bid above is correct.
2. Tendered rates are at par with the prevailing market rates and not more than the price usually charged for secure code of same nature/class or description from any private purchaser either foreign or as well as Government purchaser.
3. In respect of indigenous items for which there is a controlled price fixed by law, the prices quoted are not higher than the controlled price.
4. Services/Products/Goods supplied, will be of requisite specification and quality.
5. We understand that the decision of the NIELIT to accept / reject “the points of disagreements and proposed solution provided by us” would be final and binding.
6. We understand that the decision of the NIELIT to accept / reject the bid without assigning any reason whatsoever would be final and binding.
7. We understand that the decision of the NIELIT to split the order in any way and/or award work to multiple bidders at L1 price without assigning any reason whatsoever would be final and binding.
8. We accept the decision of the NIELIT to reject the bid if we don't quote for all the Groups.
9. The signatory to this bid is authorized to sign such bids on behalf of the organization.

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

Signature: \_\_\_\_\_

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

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

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

Seal of the Organization

**SELF-DECLARATION – NO BLACKLISTING (to be submitted with Technical BID)**

To

The Director  
National Institute of Electronics and Information Technology (NIELIT)  
Delhi Centre,  
2<sup>nd</sup> Floor, Parsvnath Metro Mall  
Inderlok Metro Station  
Inderlok  
Delhi-110 052

In response to this tender, I/ We hereby declare that presently our Company/ firm M/s \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt and /or 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 M/s \_\_\_\_\_ 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 and no Criminal Case is pending against the firm/employees.

If this declaration is found to be incorrect at any stage then without prejudice to any other action that may be taken, my/ our security deposit may be forfeited in full and the award of work contract if any to the extent accepted may be cancelled.

Thanking you,

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

Signature: \_\_\_\_\_

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

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

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

Seal of the Organization

**A. Zone Wise Distribution**

- |             |            |   |
|-------------|------------|---|
| <b>I.</b>   | Delhi      | <b>North Zone</b><br>Chandigarh<br>Haryana<br>Himachal Pradesh<br>Jammu and Kashmir<br>National Capital Territory of Delhi<br>Punjab<br>Rajasthan<br>Uttar Pradesh<br>Uttarakhand |
| <b>II.</b>  | Chennai    | <b>South Zone</b><br>Andaman and Nicobar Islands<br>Andhra Pradesh<br>Karnataka<br>Kerala<br>Lakshadweep<br>Puducherry (Pondicherry)<br>Tamil Nadu<br>Telangana                   |
| <b>III.</b> | Kolkata    | <b>East Zone</b><br>Arunachal Pradesh<br>Assam<br>Bihar<br>Jharkhand<br>Manipur<br>Meghalaya<br>Mizoram<br>Nagaland<br>Odisha<br>Sikkim<br>Tripura<br>West Bengal                 |
| <b>IV.</b>  | Aurangabad | <b>West Zone</b><br>Chhattisgarh<br>Dadra and Nagar Haveli<br>Daman and Diu<br>Goa<br>Gujarat<br>Madhya Pradesh<br>Maharashtra  |

Appendix – IV

**List of State directorates/RVTI where OMR Sheets are to be supplied and Collected**

S.No.	State/UT Directorate
1	A.N. Islands UT
2	Andhra Pradesh
3	Arunachal Pradesh
4	Assam
5	Bihar
6	Chandigarh UT
7	Chhattisgarh
8	Dadar& Nagar Haveli UT
9	Daman & Diu UT
10	Delhi
11	Goa
12	Gujarat
13	Haryana
14	Himachal Pradesh
15	Jammu and Kashmir
16	Jharkhand
17	Karnataka
18	Kerala
19	Lakshadweep UT
20	Madhya Pradesh
21	Maharashtra
22	Manipur
23	Meghalaya
24	Mizoram
25	Nagaland
26	Odisha
27	Puducherry UT
28	Punjab
29	Rajasthan
30	Sikkim
31	Tamil Nadu
32	Tripura
33	Uttarakhand
34	Uttar Pradesh
35	West Bengal
36	RVTI Allahabad (Uttar Pradesh)
37	RVTI Bangalore (Karnataka)

38	RVTI Indore (Madhya Pradesh)
39	RVTI Jaipur (Rajasthan)
40	RVTI Kolkata (West Bengal)
41	RVTI Mumbai (Maharashtra)
42	RVTI Panipat (Haryan)
43	RVTI Trivandrum (Kerala)
44	RVTI Tura (Meghlaya)
45	RVTI Vadodara (Gujarat)
46	NVTI Noida (Uttar Pradesh)
47	Telangana

**Technical Eligibility checklist for Technical Bid Evaluation for JOB Work Pertaining to Design, Supply and Evaluation of OMR Answer Sheets**

Sr. No.	Eligibility Criteria	Page No. for Documents submitted
1	Filled & Signed copy of TECHNICAL BID	
2	EMD of <b>Rs. 2.25 lacs</b> in favour of “ <b>NIELIT Delhi Centre</b> ” payable at “ <b>New Delhi</b> ” in form of DD/ BC	YES/NO
3	Average Annual Turnover > <b>1 Crore for financial Year</b> 2011-12, 2012-13, 2013-14	
4	In Scanning & Data Processing Services Business (Minimum 3 years as on 1-Jan-2015)	
5	Similar Contract completed at Multiple location for Multiple Organizations executed at the <b>same time</b> in 2013-14 & 2014-15 Single contract – value of at least Rs. 88 Lacs Two contracts – value of each at least Rs. 55 Lacs Three contracts – value of each of at least Rs. 44 lacs	
6	CA Certificates/ Certified copies of Balance Sheet 2011-12, 2012-13, 2013-14	
7	Copy of PAN	
8	Copy of Service Tax No.	
9	Copy of SALES Tax No. / VAT	
10	Certified copy of ISO 9001:2008 certification	
11	Office at (certified copies of address proof) Delhi, Mumbai, Chennai, Kolkata	
12	Self declaration to Print minimum 5.0 lacs OMR sheets per day	
13	OMR Scanning Machine to Scan 7000-8000 sheets/hour Certified copy of Technical Brochures of OMR Scanner	
14	Self declaration to have sufficient number of OMR scanners to Scan One Lakh sheets per day per location (with Maximum 4 machines per location)	
15	Self Certificate – No Blacklisting	
16	Tender Document Duly Signed	
17	Copy of Registration No. of Organisation	
Note : All information/documents mentioned in the Technical Bid/Tender Document are required for successful qualification in Technical Bid evaluation		