



NATIONAL BOOK TRUST, INDIA

Nehru Bhawan, 5 Institutional Area, Phase-II, Vasant Kunj,
New Delhi-110070

Development of e-Books & e-Store for NBT

23 August, 2013

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Definitions and Abbreviation

Terms

The following words and expressions shall have the meanings hereby assigned to them:

Term	Meaning
Applicable Law	"Applicable Law" means the laws, enactments and any other instruments having the force of law in the India, as they may be issued and in force from time to time;
Contract	"Contract" means the Agreement entered into between the NBT and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein and subsequent amendments therein exchanged in written form.
Intellectual Property Rights	"Intellectual Property Rights" means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights
Party / Client	"Party" or "Client" means National Book Trust, India (NBT).
Personnel	"Personnel" means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "Local Personnel" means such persons who at the time of being so hired had their domicile inside India;
Project	"Project" means all Activities covered under present contract
Subcontractor	"Subcontractor" means any person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Solution Provider. The Solution Provider shall not sub-contract any part of its obligation under the present contract.
Bidder or Vendor or Solution Provider	"Bidder or Vendor or Solution Provider" means any private or government entity or a combination of the above, whose EOI to perform the Contract has been accepted / shortlisted by NBT and who is submitting the Proposal against this RFP, and includes the legal successors or permitted assigns of the Bidder. The term Bidder shall include all consortium members of respective bids.
The Site	"The Site," shall mean all identified locations within NBT, where the Supplier carries out any installation of Goods or is required to provide any Services.
Kick off Meeting	"Kick off Meeting" means a meeting convened by NBT to discuss and finalize the work execution plan and procedures with the selected Bidder.
in writing	"in writing" means communicated in written form with proof of receipt

Abbreviations

The following words and expressions shall have the meanings hereby assigned to them:

Abbreviations	Meaning
NBT	National Book Trust, India
RFP	Request For Proposal, referring to this document or the response by a qualified Bidder
EMD	Earnest Money Deposit
GCC	General Conditions of Contract
OEM	the Original Equipment Manufacturer of any equipment / system / software /product
QCBS	Quality and Cost Based Selection
LOI	Letter Of Intent
ETP	Estimated Total Price
NTP	Notice to Proceed
CV	Curriculum Vitae

Section 1: Bid Data Sheet (BDS) and Instructions to Bidders

Bid Data Sheet

S. No	Item	Details
1	Name of Client:	National Book Trust, India
2	Method of Selection:	Quality and Cost Based Selection (QCBS)
3	Name of the Assignment:	Development of e-books & e-store for NBT
4	Address for Submission of Bids:	Director, NBT
5	The documents enclosed are:	<ul style="list-style-type: none"> • Data Sheet • Instructions to Bidders • Terms of Reference • Evaluation Criteria • Payment Formats for Submission of RFP
7	RFP Fee	<p>All Bidders must pay Rs.2,000/- as the price of the RFP document.</p> <p>The RFP document can be downloaded from NBT's website and the Proposal must be accompanied by a non-refundable Bank Demand Draft of Rs.2,000/- payable to The Director, NBT at New Delhi as RFP Fee.</p>
8	Earnest Money Deposit	Earnest Money Deposit of Rs.1,00,000/- (Rupees One Lakh) in the form of Bank Demand Draft payable to The Director, NBT at New Delhi to accompany the Technical Proposal, in a separate envelope.
9	Performance Security and Bank Guarantee	A Performance Security and Bank Guarantee for an amount of Rs.5 Lakhs (Rupees Five Lakhs) made in the name of The Director, NBT, is to be submitted by the winning Bidder upon signing of Contract.

10	Requesting Clarifications:	<p>If invitee firm wishes to seek clarification it may do so in writing to NBT with copy to NBT's Representative, Sh. Pradip Chhabra, Dy. Director (System) Email: dd-exh@nbtindia.org.in</p> <p>Clarifications may be requested not later than fourteen (14) days before the submission date. All requests for clarifications will be directed to NBT's representative. NBT will respond to requests for clarifications by putting all queries and responses on NBT's website within seven (7) days prior to the proposal submission deadline date.</p>
11	Date and Time of pre-bid meeting:	Friday, 30th August, 2013 14:00 Hrs
12	Venue for pre-bid meeting	Conference Room, NBT, New Delhi, 110070
13	Submission Deadline:	Proposals must be submitted not later than the following date and time: Friday, 6th September, 2013 up to 11:00 Hrs.
14	Proposal Validity	Proposals must remain valid for a period of six months after the submission date.
15	Authorised Signatory:	The Bidders is required to include with its Proposal written confirmation of authorisation
16	Currency for Proposals:	The proposal will be quoted in Indian Rupees Only.
17	Taxation:	NBT will not be required to pay / reimburse anything over and above the price quoted by Bidder except Service Tax at applicable rates, if applicable.
18	Submission of RFP:	<p>The Bidders must submit the original and two copies of the Technical Proposal and the original copy of the Financial Proposal. Technical Proposals should be clearly marked "Original" or "Copy" accordingly.</p> <p>Financial and Technical Proposals are to be submitted in separate sealed envelopes and then enclosed in a single wax-sealed envelope.</p> <p>Financial and Technical Proposals should be clearly marked.</p>
19	Expected date for public opening of Technical Proposals with presentation:	Friday, 6th September, 2013 up to 12:00 Hrs.
20	Expected date for public opening of Financial Proposals :	Friday, 6th September, 2013
21	Expected date for contract negotiations:	Friday, 20th September, 2013
22	Expected date for commencement of Work	Within one week of Letter of Award/ Letter of Intent

1. Instructions to Bidders

The shortlisted Bidders are invited to submit a Technical Proposal and a Financial Proposal. These proposals along with NBT's RFP shall be the basis for the signed Contract with the selected Bidder.

1.1 Purpose of RFP

Selection of a Bidder for turnkey Project for Development of e-Books & e-Stores for NBT.

1.2 Address for Submission of Bids

The Director, National Book Trust, India
5, Nehru Bhawan, Institutional Area,
Vasant Kunj, New Delhi -110070

1.3 NBT's Website

<http://www.nbtindia.gov.in>

1.4 Clarification of RFP Documents

Bidder may request clarification of any of the RFP documents up to a specified number of days before the submission date as indicated in the Bid Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means to NBT's Representative whose contact details are provided in the Data Sheet. NBT will respond to all the queries raised by mails and during the pre bid conference. The response will be uploaded on NBT website at least one week before the submission date of RFP.

1.5 Venue of Pre bid Conference

The pre bid conference will be held at Conference Room, National Book Trust, India, 5, Nehru Bhawan, Institutional Area, Vasant Kunj, New Delhi -110070

1.6 Deadline for Submission of Proposals

- 1.6.1 Proposals must be submitted to the specified address and delivered on or before the time specified in the Data Sheet.
- 1.6.2 NBT may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP in which case all rights and obligations of NBT and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 1.6.3 Proposals received after the time specified in the RFP will not be considered. All Proposals received after the specified time will be returned unopened.

1.7 Language of RFP

The Proposal and all related correspondence exchanged between the Bidder and NBT shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version (in English) shall prevail.

1.8 Number of Copies of RFP

Two Hardcopies (paper) of the Technical proposal should be submitted. Each Technical Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

1.9 Amendments to RFP and Corrigendum

- 1.9.1 At any time before the submission of Proposals, NBT may amend the RFP by issuing a corrigendum in writing, including by standard electronic means.
- 1.9.2 Any addendum will be uploaded on the NBT's website and will be binding on all bidders. NBT shall also email such changes to all the short listed Bidders at their designated email ids. Bidders shall acknowledge receipt of all amendments in writing, including by standard electronic means in order to remain eligible. It shall be the Bidders responsibility to check NBT's website regularly to make sure that they are up-to-date with any changes made in the RFP.
- 1.9.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Proposals, NBT may, at its discretion, extend the deadline for the submission of the Proposals.

1.10 Earnest Money Deposit (EMD)

Proposals must be accompanied by an Earnest Money Deposit of an amount mentioned in the Bid Data Sheet in the form of a Bank Demand Draft payable to "The Director, National Book Trust, India" at Delhi. The Proposals unaccompanied with the valid EMD Bank Demand Draft would be automatically rejected. EMD of bidders which are not selected will be returned upon Contract signature.

1.11 RFP Fee

Proposals must be accompanied by a non-returnable RFP Fee of an amount mentioned in the Bid Data Sheet in the form of a Bank Demand Draft payable to "The Director, National Book Trust, India" at Delhi. The EOIs unaccompanied with the valid RFP Fee Bank Demand Draft would be automatically rejected.

1.13 Bid Scope

The Bidder cannot bid for a specific portion of the project scope. The entire project scope of work has to be bid for.

1.14 Only One Proposal

Bidder may submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

1.15 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Proposal. NBT shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.16 Proposed Material

The Proposal material submitted in response to the RFP becomes the property of NBT and is to be appended to any formal document which would further define or expand the Contractual relationship between the NBT and the Bidder. All the material submitted will be considered as part of this RFP.

1.17 Eligible Bidder

The eligible Bidder shall be a company, or a firm and individual short listed during the EOI process for this project at NBT.

1.18 Subcontracting

The Bidder shall not be permitted to subcontract any part of its obligations under the contract, except with the prior written permission of Director, NBT. Subcontracting any part or component of this contract to any individual, firm or entity, without prior permission shall be treated as sufficient grounds for automatic cancellation of the Contract.

1.19 Period of Engagement

The duration of project is one year. NBT reserves the right to extend the contract duration at its sole discretion.

1.20 Availability of Personnel

- 1.20.1 The Bidder shall confirm the availability of all personnel as indicated in its Proposal.
- 1.20.2 It is envisaged that the assignment will be undertaken by a core team who are fluent in English and Hindi, which would include a full-time Team Leader who is a eBook specialist with good facilitation skills and capacity in multiple digitization methodologies including experience in creation of metadata.
- 1.20.3 NBT will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to and approved by NBT within the period of time specified in the Letter of Invitation to negotiate. Failure to meet either of these requirements may result in disqualification.

1.21 Full-time Employees

It is highly desirable that the Team Leader and other key position holders are regular full-time employee of the Bidder. A regular full-time employee is defined as a person who, on the date of submission of the Bidder's Proposal:

- 1.21.1 Is currently employed under a contract or agreement of employment with the Bidder or partner; and
- 1.21.2 Has been employed by the Bidder or partner for the 12 consecutive months immediately preceding the date of submission of the Proposal; and
- 1.21.3 Is entitled to receive regular remuneration and benefits from the Bidder or its consortium partners.

1.22 Cancellation of Contract

The Contract is subject to cancellation due to any of the reasons mentioned hereunder.

- 1.22.1 If the Bidder is found to have submitted false particulars / fake documents at the time of submitting the EOI or RFP for the award of assignment.
- 1.22.2 If the Bidder is found wanting in commitment to quality and delivery period / work plans, adherence to the guidelines, Statutory regulations, safe keep of all physical and electronic books, conduct / discipline etc., while executing the job. Any deviations from stated conditions and contractual clauses can lead to appropriate deterrent action as deemed fit by NBT.
- 1.22.3 If the Bidder fails to execute the job as per the defined scope, delivery targets, quoted rates or any other point previously agreed, after NBT issue the letter of Intent (LOI).

- 1.22.4 A recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases NBT will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation in any further activities of NBT.
- 1.22.5 Manipulation of rates by cartelization.
- 1.22.6 If the Bidder damages the books due to mishandling /negligence / poor upkeep etc. then penalties would be levied on the Solution Provider. In case such instances are repeated the contract may be terminated at the sole discretion of the Director, NBT.
- 1.22.7 Any other reason deemed fit by NBT for cancellation

1.23 Conflict of Interest

- 1.23.1 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.
- 1.23.2 In the event of a conflict of interest, the Bidder is required to obtain confirmation of 'no objection' from NBT in order to bid.

1.24 Disclosure

- 1.24.1 Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- 1.24.2 Bidders must disclose if they or any of their director / employees / consortium members / associates have been convicted of, or are the subject of any proceedings relating to:
 - a. A criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - b. Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract.
 - c. Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes.

1.25 Association Arrangements and Joint Ventures

Bidders are not allowed to form a consortium with any other NBT shortlisted vendor. Such a consortium would be construed as bid rigging and cartelization and will result in automatic disqualification of all vendors who are party to this.

1.26 Proposer Presentations

NBT would require that each Bidder (whose bid is found responsive) provide a formal presentation of its Proposal at a date and time to be determined by NBT. No Proposer will be entitled to be present during, or otherwise receive any information regarding presentation of any other Bidder.

1.27 Submission of Proposal

- 1.27.1 These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Bid Data Sheet and other accompanying documents.
- 1.27.2 The Bidder shall submit the RFP using the appropriate submission sheets. These forms must be completed without any alterations to their format and no substitute will be acceptable. All blank spaces will be filled in with the information requested. If a particular information is not applicable to Bidder, the same will be mentioned as 'Not Applicable (N/A)' instead of leaving the field blank.
- 1.27.3 The Bidders are invited to submit the Technical Proposal, Financial Proposal and other details as specified in the Data Sheet. The Bidder shall submit two sealed envelopes, one containing the Technical Proposal and the other the Financial Proposal, enclosed together in an outer single envelope.
- 1.27.4 All Technical Proposals (original plus the number of copies specified in the Data Sheet) shall be placed in an envelope clearly marked 'TECHNICAL PROPOSAL' and 'ORIGINAL' or 'COPY No._#_'. These envelopes containing the original and the copies, shall then be enclosed in one single wax sealed envelope which shall be clearly marked and 'ORIGINAL + _# COPIES'.
- 1.27.5 In the event of any discrepancy between the original and the copies, the original shall prevail.
- 1.27.6 The Financial Proposal shall be placed in a wax sealed envelope clearly marked 'FINANCIAL PROPOSAL' and 'ORIGINAL'.
- 1.27.7 The two envelopes containing the Technical and Financial Proposals shall be sealed in an outer envelope. This outer envelope shall be sealed, and signed over the seal, and will be clearly labeled with "Development of e-Books & e-Store for NBT":
- 1.27.8 The original and all copies of both the Technical and Financial Proposals shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall form a part of the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal shall be signed or initialed by the person signing the Proposal.
- 1.27.10 Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.
- 1.27.11 All activities and items described in your Technical Proposal must be priced. For non-material omissions, any activities or items described in the Technical Proposal but not priced shall be assumed included in the prices of other activities or items.
- 1.27.12 All bids must contain original copies of the Technical and the Financial Proposal as described in the Data Sheet.
- 1.27.13 If any envelope is not sealed and marked as instructed, NBT reserves the right to reject it.

1.28 Opening of Technical Proposals

- 1.28.1 NBT will open Technical Proposals in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the Data Sheet as the deadline for submission.
- 1.28.2 All envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
 - The name of the Bidder; and
 - Any other details as NBT may consider appropriate.
- 1.28.3 Only Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals except for late Proposals and non receipt of EMD.

1.29 Opening of Financial Proposals

- 1.29.1 The Financial Proposals of all non-qualifying Bidders will be returned unopened after signing of the Contract with the winning Bidder.
- 1.29.2 All Bidders with qualifying Technical Proposals shall be informed in writing, or through standard electronic, of the date and place for public opening of their Financial Proposals. Bidders' attendance at the opening of Financial Proposals is optional.
- 1.29.3 At the public opening of Financial Proposals, the Financial Proposals of all Qualifying Technical Proposals shall be opened one at a time by NBT and the following read out and recorded:
 - a) The name of the Bidder;
 - b) Prices; and
 - c) Any other details NBT may consider appropriate.
- 1.29.4 Only Financial Proposals read out and recorded at the opening of Financial Proposals shall be considered for evaluation. No Proposal shall be rejected at the Financial Proposal opening.
- 1.29.5 NBT will prepare a record of the opening of Financial Proposals. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents or effect of the record. A copy of the record shall be distributed to all Bidders in writing or through standard electronic.
- 1.29.6 All submission forms as specified in this RFP (which have to submitted as part of technical and financial proposals) must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.

1.30 Confidentiality

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such processes until information on Contract award is communicated to the Qualifying Bidder.

- 1.31.1 To assist in the examination, evaluation, comparison and post qualification of Proposals, NBT may, at its discretion, ask any Bidder for a clarification of its Proposal. NBT's request for clarification, and the response, shall be in writing. The Bidder must furnish the required clarification within the stipulated time.

- 1.31.2 Any clarification submitted by a Bidder that is not in response to a request by NBT shall not be considered.
- 1.31.3 No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by NBT in the evaluation of the Proposals.

1.32 Proposal Validity

- 1.32.1 Proposals shall remain valid for the period specified in the Bid Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by NBT.
- 1.32.2 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by NBT. A proposal for a period longer than as stipulated shall not carry any additional weightage.
- 1.32.3 In exceptional circumstances, prior to the expiration of the proposal validity period, NBT may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Proposal.
- 1.32.4 During the Proposal validity period, Bidder shall maintain the availability of experts nominated in the Proposal.

1.33 Late Proposals

NBT will not consider any Proposal that arrives after the deadline prescribed by NBT for submission of Proposals in the Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Bidder.

1.34 Award of Contract Notification

- 1.34.1 Prior to the expiration of the Proposal validity period, NBT shall notify the successful Bidder, in writing, that its Proposal has been accepted. The successful Bidder shall send its acceptance letter to NBT within the stipulated time.
- 1.34.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

1.35 Negotiations

- 1.35.1 The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.
- 1.35.2 The successful Bidder will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with Clause 8.3.
- 1.35.3 Negotiation will include both technical and financial negotiation, depending on the needs of NBT.

1.36 Signing of Contract

- 1.36.1 The Director NBT, shall be the contract signing authority from NBT. The Director may authorise any other permanent officer to sign the contract on behalf of NBT.
- 1.36.1 Promptly after notification, NBT shall send to the successful Bidder the Contract and the Special Conditions of Contract
- 1.36.3 Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to NBT.

1.37 Mobilization / Start Date

The Bidder is expected to commence the Services on the date and at the location specified in the Bid Data Sheet.

1.38 NBT's Right to Terminate the Bidding Process

NBT makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by NBT. The bidders's participation in this process may result in NBT selecting the bidder to engage in further discussions and negotiations toward the execution of the contract. The commencement of such negotiations does not, however signify a commitment by NBT to execute a contract or to continue negotiations.

1.39 Confidentiality

The Bidder and its personnel shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or NBT's business or operations without the prior written consent of NBT. NBT will ensure confidentiality of the bids submitted.

1.40 Performance Security

- 1.40.1 Within two week of the receipt of notification of award from NBT, the successful Bidder shall provide a Performance Security either in the form of a bank draft or Bank Guarantee, for the amount as stipulated in the Bid Data Sheet of this RFP, using the Performance Security Form included in this RFP. Such Performance Security must be valid till a period of six months after the completion of the project
- 1.40.1 Failure of the successful Bidder to submit the Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event, NBT may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the NBT to be qualified to perform the Contract satisfactorily. In such cases, a request for extension of validity of Bids shall be sent out to all other qualified Bidders at the earliest in writing or through standard electronic :

1.41 Bid Validity Period

Bid should be valid for a period as specified in the Data Sheet from the date of opening of proposal.

1.42 Refund of Earnest Money Deposit

The EMD of all bidders would be refunded within two weeks of signature of contract with the selected Bidder.

1.43 Right to Inspect

NBT reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications of the Bidder and any of its consortium partners, during the evaluation period, as well as throughout the life of the project.

1.44 NBT's Responsibilities

- 1.44.1 NBT shall provide the necessary team (duly authorised by the Director, NBT) which will check and approve all books so that they can be made available on NBT's Live Server and the Solution Provider's monthly payments can be released.
- 1.44.2 NBT shall also make available at least one Supervisor who shall work full time with the Solution Provider's team and shall be available to oversee all work and accord all routine clearances and advice.
- 1.44.3 Make payments for all quality assured and approved work, within a maximum period of 30 days from the date of invoice.
- 1.44.4 NBT shall put in place adequate QA mechanisms / expertise to verify all submissions made by the Solution Provider. However the Solution Provider is free to suggest such mechanism which will enhance the quality of its Technical Proposal

Section 2: Deliverables

Detailed technical specifications and in Annexure A

Based on the Scope of the work included in the EOI and stated in the subsequent presentations made by the short listed Companies, the following are the deliverables.

2.1 Introduction

The need for **preservation**, coupled with need for **improving accessibility** (which can only be achieved by digital storage and an efficient database management retrieval system) is the reason for NBT's current initiative on eBook digitization. In view of the above, the primary objectives of the proposed initiative are:

- a) Preservation** – preservation of all the rare books is the foremost objective. Once the books are digitised, preservation of the original can be ensured for a much longer period as the need to handle the physical documents would be eliminated or reduced to a minimum.
- b) Improve Accessibility** – NBT would make the books more accessible to scholars, researchers, academics and the general public, both within the NBT premises as well as for those who cannot personally visit NBT premises.
- c) Enhance Searchability** – all books would be linked on the basis of subjects, themes or any other criteria making a tremendous amount of data easily available on any subject matter for research.

2.2 Development of e-books/e-Pub work

- a)** Development will begin after successful completion of the approved sample presented by the Vendor.
- b)** Development process will follow the approved Workflow and Work Plan provided by the solution provider and as refined and approved during the Pilot Phase.
- c)** Conversion will be required as possible to be as close to the original.
- d)** The converted content shall be compatible with any device and platform like iPad, Kindle, iPhone, Blackberry etc.
- e)** The bidder shall provide NBT real time access to the entire production process
- f)** NBT shall provide the original content of books to the selected Solution Provider for Conversion work from time to time in phases.
- g)** The solution provider shall return the original contents in good conditions.

2.3 e-Store & App

The Solution Provider must ensure that the following features are available in the e-Store:

a) Catalogue Management

- Bulk import and export of catalogue.
- Book grouping by Categories, occasion, new releases, best sellers (quantity wise & amount wise) etc.
- Category landing pages
- Thumbnail generation from Cover Page.
- Meta-data like, title, authors, publisher, genre etc. be extracted from e-pub.
- Support for various Pricing/Subscription models like differentiated pricing, multi-tier pricing, bundled pricing, flexible coupons etc.

- Promotions and Coupon management
- Book Rating and reviews with moderation
- Catalogue search functionality
- ISBN, publishing rights, author bio, product description, Vendor review, List Price

b) User Management

- Personal information
- Recent Purchases
- Mobile devices info
- Access controls at User and device levels

c) Client Management

- Content analysis
- Return management, Price management,
- Rights management (e.g., open/close content to specific countries)
- Content management (i.e., information changes, meta data, recommendation deletions)
- Vendor management (Vendor password reset, SEO control).
- Link a redirect from the publisher's web store to the new app web store.

d) Shopping Cart

- Shopping cart implementation with one-click checkout

e) Analytics & Reports

- Detailed Analytics and Reports to be provided on the parameters identified & required by NBT from time to time for business decisions. Reports may include book search, search to sale conversion, abandoned shopping carts, sales and promotion reports etc.

f) Payment Gateway Integration

- Debit/Paypal, Credit / Debit card

g) Device API: APIs exposed to mobile apps.

- User authentication
- Book Syncing - from web store to mobile device
- Catalogue Search API
- Catalogue Browsing API
- In-app purchase API

h) Mobile Application

- Store Front: Book search and selection on the basis of categories.
- Book Shelf: Shows a user's books in a custom book shelf.
- Book Reader: After a book is selected from the shelf it should be rendered using the Reader. It should supports the following features:
 - Table of contents
 - Go To specific page
 - Back and Forward navigation
 - Bookmarks - ability to bookmark even at the level of a word.
 - Highlighting
 - Annotate
 - Resume reading
 - Day/Night reading modes
 - Ability to select various font sizes
 - Brightness control

- Simple page turn animations/effects
- Progress indicator - allows readers check reading progress in a chapter and in a book
- Full text search
- Ability to lock display orientation - by default both horizontal and vertical orientations are supported

i) Social network integration

- Sharing annotations, and snippets of book content highlighted/bookmarked
- Rating and reviewing books

j) Sync Server: Syncing reading preferences, current page info, book marks, annotations, highlights etc. across all devices of a user is essential for a universal reading experience. A sync server facilitates this transfer of information in either:

- Pull mode - mobile app fetches updates from the sync server, or
- Push mode - as soon as updates are available, sync server sends push notifications to all devices of a user.

k) Ad Engine

- Integration of Ad Engine with the platform and it serves advertisement from NBT or third party ad-serving engine.
- Enables Push and Pull Ads
- Push Ads supported by intelligent analytics back end.

2.4 ePub Compliance and Standards

The Solution Provider should adhere to the following minimum standards for ePub:

- IDPF (International Digital Publishing Forum) Standards
- ePub Publications 3.0, which defines publication-level semantics
- ePub Content Documents 3.0, which defines profiles of XHTML, SVG and CSS for use in the context of EPUB Publications.
- ePub Open Container Format (OCF) 3.0, which defines a file format and processing model for encapsulating a set of related resources into a single-file (ZIP) EPUB Container.
- ePub Media Overlays 3.0, which defines a format and a processing model for synchronization of text and audio.

2.5 Quality checks and validation of ePub in coordination with NBT

- a) NBT would constitute a team of internal staff to do a quality check of the output produced by the selected bidder.
- b) The Quality Control Mechanism as defined by Solution Provider and agreed by NBT must be followed in all cases and the Solution Provider must implement a through Quality Assurance Plan to ensure this.
- c) The Solution Provider will prepare and implement a Disaster Management Plan/ Action Plan for the safe upkeep of all electronic documents.

2.6 Deliverables

- NBT books inventory report
- Detailed Work Plan
- Disaster Management Plan & Approved Project Pilot
- Revised ePub production Workflows
- Ongoing ePub production reports:
- Monthly Progress Report

- Quality Control/Assurance Reports
- Batch Submission/Return Reports
- MIS Reports

Section 3: Evaluation of RFP and Selection Process

The following is the Bid process/ evaluation methodology that will be adapted by NBT:

3.1 Issue of RFPs

RFPs will be circulated only to those Bidders who are shortlisted during the EOI process.

The selection of Bidder would be based on Quality-and Cost-Based Selection (QCBS) method.

Two Envelope Procedure: Bidders should submit two sealed envelopes simultaneously, one containing the Technical Proposal and the other the Financial Proposal, enclosed together in an outer single envelope.

3.2 Opening the Technical Proposal

The Technical Proposals will be opened initially at the date and time specified, The Financial Proposal will remain sealed and will be held in custody by NBT. The Bidders would be asked to give a presentation and demo of ePub capability before the Project Evaluation Committee.

3.3 Rating of Technical Proposal

The Technical Proposals would be evaluated by Technical Evaluation Committee. The Bidder would be rated based on the specified evaluation criteria. The marks allocated for each of the activity would be added to arrive at the total technical score of each Bidder. For qualifying technical bid minimum 70% marks will be required.

3.4 Financial Proposal

Following the approval of the Technical Evaluation, and at an address, date and time advised by NBT, the Financial Proposals will be opened.

Financial Proposals will only be opened for technically qualified bids and evaluate in following way.

Vendor Bidding Lowest rate (L1) will get 100-91 Percent marks

Vendor Bidding 2nd Lowest rate (L2) will get 90-71 Percent marks

Vendor Bidding 3rd Lowest rate (L3) will get 70-51 Percent marks

Vendor Bidding 4th Lowest rate (L4) will get below 51 Percent marks

3.5 Final Selection

Final selection shall be done on the basis of the marks obtained in Technical bid + Financial bid where the weightage of Technical and Financial would be in the ratio of 60:40. The contract will be awarded to the firm which has obtained the highest marks and will be top ranked bid.

3.6 Contract Negotiations

After the evaluation process, the finally selected Bidder will be invited for contract negotiations. Negotiations may be undertaken for components with fixed prices such as hardware, software, payment terms, and tax liabilities etc.

The selected Bidder would not be allowed to substitute experts, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meeting the objectives of the assignment.

Successful negotiations conclude with signing of the contract. If the NBT and the Bidder cannot reach agreement, NBT may terminate negotiations with the first ranked bidder and start negotiations with the next ranked Bidder until an agreement is reached.

3.7 Notice to Proceed

NBT will also issue a notice to proceed (NTP) to the Bidder or individual as soon as possible after signing of contract. The Bidder will have to commence services within a maximum period of one week from the date of issuance on NTP.

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders (Bidders) who submitted the proposals or to any other persons not officially concerned with the process until the signing of contract.

Section 4: Criteria for Evaluation

4.1 Evaluation of Technical Bids

S. No	Criterion	Marks
1.	Functionality of the sample books	40
2.	Platform availability	20
3.	Reliability	20
4.	Deliver Platform (e-Store)	20

The technical proposals will be evaluated by NBT and then the financial bids will be opened.

Section 5: Payment Terms

The payment schedule for various components of the project is mentioned below.

Successful completion of the pilot shall be the pre-requisite for going ahead with the remaining contract and any and all payments for this contract will be released only on successful completion of pilot.

5.1 Part 1: Transaction Based Costs

Invoices should be raised by the Solution Provider upon completion of order. All payments shall be made based on work completed and approved by NBT.

5.2 Method of Billing

To receive payments, the Bidder must submit an appropriately itemized invoice to NBT for services performed. Invoices are to be sent in duplicate to NBT along with all supporting documents approved by NBT. The Contract Number (or Purchase Order Number, if applicable) must be included on the invoice.

5.3 Method of Payment

NBT agrees to pay the Bidder no more frequently than monthly for services rendered for the contract period in accordance with the amounts specified in this Contract. NBT may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any invoice to such extent as NBT may deem necessary to protect NBT from loss on account of:

- a) Unsatisfactory work performed;
- b) Damage to NBT property or related liability
- c) Subcontracting without NBT's written approval
- e) Any act by Solution Provider or its personnel which compromises the NBT Holdings' safety, confidentiality or access rights.

The Bidder is responsible for completing the scope of work specified in this Contract. NBT may withhold final payment until all services, reports and/or other deliverables specified herein have been completed in a form satisfactory to NBT

Section 6: Submission Forms

Note: All Forms / Formats given in this Request for Proposal MUST be duly filled in and submitted as part of Bidders Proposal. Failure to submit even a single Form or submitting any incomplete form will lead to automatic disqualification of the entire bid.

6.1 General Submission Forms

S. No	Criteria	Submission List	Attached with no deviation (Y/N)
1	Covering Letter	Form T1	
2	Certificate as to Corporate Principal	Form T2	
3	Receipt of Purchase of RFP document for Rs. 5,000/- (non refundable)		
4	EMD of Rs. 1,00,000/- (refundable)		

6.2 Technical Proposal Submission Forms

S. No	Criterion	Submission List
1	Project Approach, Methodology and Innovativeness	Form T5
2	Work plan and Project Management	On Company Letterhead
3	Personnel (CVs)	Form T8
4	Deviation/ No Deviation Confirmation	Form T9

6.3 Financial Proposal Submission Forms

S. No	Criteria	Submission List
1	Summary of Costs	Form F1

1 The Bidder is required to submit resumes (CVs) of all key personnel it plans to mobilize for work at NBT

Form T1: Covering Letter

[Location, Date]

To,
The Director,
National Book Trust, India,
5, Nehru Bhawan, Institutional Area,
Vasant Kunj, New Delhi -110070.

Dear Madam

We, the undersigned, offer to provide the Services for “*Development of e-Books & e-Store for NBT*” in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

- a) We hereby declare that we have fully read, understood and unconditionally accepted the entire scope of work and all terms and conditions of this RFP document **(the revised version issued by NBT after the Pre Bid Conference)**. [In case of any deviation or non conformance with any proposed clause, please find attached a separate letter highlighting the rationale for proposing such deviations]. We also declare that we will abide by the details provided to NBT at the EOI and RFP stage.
- b) We hereby declare that all the information provided and statements made in this Proposal are true and accept that any misleading information contained in it would lead to our disqualification.
- c) We confirm that all personnel named in the tender will be available to undertake the services. If due to any unforeseen situation such personnel are not available, we shall make available personnel of similar or better credentials which only when approved by NBT, shall be deployed for the project.
- d) We undertake, if our Proposal is accepted, to initiate the Digitisation Services related to the assignment not later than the Mobilization Date indicated in the Bid Data Sheet.
- e) If our Bid is accepted, we commit to providing a Performance Security as specified in Bid Data Sheet for the due performance of the Contract;
- f) We undertake to setup the Digitization Centre within NBT with all the required hardware, software and support services within the pilot phase and carry out all scanning work within NBT premises.
- g) We undertake that we shall not subcontract any part or component of work assigned in this contract to any individual, firm or entity, without the prior written permission of NBT and that such permission shall be granted in very rare cases and at the sole discretion of NBT.
- h) We undertake that all stages and at all times, we will be fully responsible for - maintaining the confidentiality of all books, assuring their safe upkeep, and assuring that no books (either in physical or electronic form) shall be copied, reproduced, used or allowed to be used for any purpose, other than as stated in the NBT contract.
- i) Breach of any of the above clauses will entitle NBT to immediately terminate this contract and make us liable for any civil and criminal proceedings.
- j) We understand and accept NBT is entitled to accept or reject any proposal without assigning any reason(s).

Yours sincerely,

Authorised Signature [In full and initials]:

Name of Bidder:

Address:

Form T2: Certificate as to Corporate Principal

CERTIFICATE AS TO CORPORATE PRINCIPAL

(To be signed by any of Board Director or Company Secretary, duly authorised)

I certify that I am of the Company under the laws of and that who signed the above tender is authorized to bind the Company / Bidder by authority of its governing body.

Signature: _____

Full Name: _____

Address: _____

Form T5: Project Approach, Methodology and Innovativeness

Describe the proposed approach and methodology for completing the scope of work for the project in **not more than 10 pages** (*examples, detailed notes, standard handouts, company brochures, white papers, sample manuals etc. should be included as Annexure and therefore would NOT be counted in the 10 pager limit for the main Technical proposal*)

Include all the items detailed below:

1. Project Management

Outline your approach to managing the implementation of this project keeping in mind the scope of work and the unique nature of the NBT holdings. Include the following in your Project

Management Methodology:

- a) Your Vision for NBT Digitisation
- b) Project Management Plan
- c) Project Team Structure
- d) Risk Management and Mitigation Strategy
- e) Project Tasks
- f) Project Deliverables
- g) Project Milestones

Form T8: Curriculum Vitae (CV) for Proposed Experts

1. Name

2. Position on Team

3. Present Designation

4. Area of Specialization

5. Years with Bidder

6. Date of birth

7. Education [year] [name of institution and degree]

8. Membership Of Professional Associations

9. Countries of work experience

10. Languages

11. Professional Background

[description]

12. Employment Record

[year(s) starting with [employer]
present position]

13. Professional Experience

[month and year [Name of project and NBT]

start to finish] [Descriptive paragraph of 4-5 sentences on assignment, position held and responsibilities undertaken.]

... ..

...

Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- i. This CV correctly describes my qualifications and experience;
- ii. I am/ am not in regular full time employment with the Bidder
- iii. In the absence of medical incapacity I will undertake this assignment for the duration and in terms of the inputs specified for me in the Technical Bid provided team mobilisation takes place within the validity of this Bid or any agreed extension thereof.
- iv. I have not been demobilised from any similar project in the last three years due to reasons of poor / unsatisfactory conduct / performance.

I understand that any wilful misstatement herein may lead to my disqualification or dismissal, if engaged.

[Signature of expert or authorised representative]

[Name of Expert/ Authorised signatory]

Date:

Place:

Form T9: Deviations/ No Deviations Confirmation

Comments & Suggestions

DEVIATIONS/COMMENTS/SUGGESTIONS OF CONSULTANT

On the Scope of Work, or any related area:

- 1
- 2
- 3
- 4

(In case of no deviations, a statement to that effect must be given)

Signature: _____

Full Name: _____

Address: _____

Form F1: Financial Proposal

Please ensure that you only use the formats provided below, without any modifications, additions or deletion. In case you wish to offer any services not covered, please mention them separately in table D and NOT as part of Table A/B. Table D, if any, shall not form a part of evaluation of Financial Bid Price.

Table A: Development of e-Books

S.No.	Books Type	Cost per page when Softcopy is provided (in Rs.)	Cost per page when Hardcopy is provided (in Rs.)
A.1	Text/Plain Pages with/without Static color Image		
A.2	Text with Color Image and Sound		
A.3	Text with Normal Animation and Sound		
A.4	Text with Advance Animation with Sound		

Normal Animation means a little Animation in the character of the Story.

Advance Animation means detailed Animation in the character as well as in the background of scene.

Table B: e-Store

Below cost in Table A includes cost of development of e-Store, it's Integration with Payment Gateway and Implementation on NBT Server with all features specified in Section 2 Deliverables of this RFP.

S.No.	Item	Cost (in Rs.)
B.2	User Management	
B.3	Shopper Cost	
B.4	Bus Analytics	
B.5	Payment Gateway	
B.6	Mobile Application for different Platform	
B.7	Soul Network Integration	
B.8	Backup / Sync Server	
B.9	Other features not included in above	
	Total Cost	

Table C: Annual Maintenance Cost

S.No.	Item	Cost (in Rs.)
C.1	Annual Maintenance cost for Management/changes/Maintenance in the developed e-Store in Percentage of total cost claimed at B.1 S.No.	

Table D:

S.No.	Item	Cost (in Rs.)
D.1		