



**TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION**

**TENDER DOCUMENT**

**for**

**Phase I (Schedule A) Image Scanning of valued Answer Scripts pertaining to Higher Secondary /Diploma in Elementary Education Examinations for the year 2018.**

1.	<b>ADVERTISED ON</b>	:	<b>06.04.2018</b>
2.	<b>PRE-BID MEETING</b>	:	<b>12.04.2018 at 03.00 p.m</b>
3.	<b>LAST DATE &amp; TIME FOR SUBMISSION OF TENDER</b>	:	<b>23.04.2018 up to 03.00 p.m</b>
4.	<b>DATE &amp; TIME OF OPENING OF TECHNICAL BIDS</b>	:	<b>23.04.2018 at 03.30 p.m</b>

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**TENDER DOCUMENT****FOR**

**Phase I Image Scanning of valued Answer Scripts pertaining  
(Schedule A) to Higher Secondary / Diploma in Elementary  
Education Examinations for the year 2018.**

**TABLE OF CONTENTS**

<b>Sl. No.</b>	<b>Subject</b>	<b>Page No.</b>
1.	Notice Inviting Tender	3-4
2.	Check List	5-6
3.	General Instructions to the Bidders	7-21
4.	Special Terms & Conditions of the Tender	22-25
5.	Letter of Tenderer	26-28
6.	Annexure (SCOPE OF WORK AND FORMATS) (I –VII)	29-40
7.	Price Bid	41

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CHENNAI-600 006.**

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“EVK Sampath Maaligai  
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**1. NOTICE INVITING TENDER**

**Rc.No.3312/C1/2018**

Sealed tenders are invited for the work of Image scanning of valued answer scripts pertaining to Higher Secondary/Diploma in Elementary Education Examinations of March / June/ September 2018. Examination Bidding will be conducted under two cover system confirming to Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000.

1	Description of Work	:	Image Scanning of Valued answer scripts pertaining to Hr. Sec. / Diploma in Elementary Education Examinations of March / June / September 2018.
2	Cost of Tender Document	:	Rs.2100/- inclusive of GST through Demand Draft in favour of “Tamil Nadu Textbook and Educational Services Corporation” payable at Chennai.
3	Tender Documents Available at	:	Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, 68, College Road, Chennai-600 006 on all working days The same may also be downloaded free of cost from the following websites: a) <a href="http://www.textbookcorp.tn.nic.in">http://www.textbookcorp.tn.nic.in</a> b) <a href="http://www.tenders.tn.gov.in">http://www.tenders.tn.gov.in</a>
4	Sale period of tender document	:	On all working days from 06.04.2018 to 20.04.2018 between 10.00 a.m and 5.00 p.m.
5	Earnest Money Deposit (EMD)	:	Rs. 32,140/-
6	Pre-Bid Meeting	:	12.04.2018 at 3.00 p.m.
7	Last Date and Time for Submission of Tender	:	23.04.2018 up to 3.00 p.m.
8	Opening of Technical Bids	:	23.04.2018 at 3.30 p.m. If the due date happens to be holiday, the bids will be received and opened on the next working day.
9	Contract period	:	One year from the date of entering in to agreement.

The Corporation is not responsible for any postal delay or any loss in transit. The Managing Director, Tamil Nadu Textbook and Educational Services Corporation reserves the right to reject any or all the tenders received without assigning any reason. The Tenderers are requested to view the website for any changes / amendments/corrigenda in the Tender which may be issued up to 2 days before the last date for submission of the Tender.

Managing Director,  
Tender Inviting Authority  
Tamil Nadu Text Book and Educational  
Services Corporation,  
Chennai – 600 006.

**2. CHECK LIST****TENDERERS SHALL FILL IN THE CHECK LIST GIVEN BELOW****I) PART - A COVER - (TECHNICAL BID)**

<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>Please State Yes or No in writing</b>	<b>Please indicate the relevant page no.</b>
1.	Whether the Tender is submitted in two envelopes as. Part-A Cover (Technical Bid) and Part-B Cover (Price Bid)?		
2.	Whether Letter of Authorization / Power of Attorney for signing the Tender Document is enclosed on a Non-Judicial Stamp Paper of value of not less than Rs.100/-?		
3.	Whether Profile of the Company is enclosed?		
4.	Whether Earnest Money Deposit (EMD) in the form of Demand Draft drawn on any Nationalised / Scheduled Bank in favour of the "Tamil Nadu Text Book and Educational Services Corporation, Chennai," payable at Chennai is enclosed?		
5.	Whether duly attested Photo copy of the Certificate of Registration under GST is enclosed?		
6.	Whether Audited Balance sheet duly certified indicating the Annual Turnover as per Annexure - IV is enclosed?		
7.	Whether Photo copies of the latest Income Tax Returns duly signed by the Auditor is enclosed?		
8.	Whether documentary evidence in support of the execution of the work required / provision of such service during the preceding three years to the required value as per the Tender is enclosed?		

9.	Whether Declaration in Annexure – V for not having been blacklisted either by Tamil Nadu Text Book and Educational Services Corporation or by any other Govt. / Govt. undertaking is enclosed?		
10.	Whether Declaration in Annexure – VI duly signed by the Tenderer is enclosed?		
11.	Whether Terms and Conditions of the Tender in original are duly signed in each page of the Tender Document?		
12.	Whether a list of Scanners, Computers and other related machinery available in the Tenderer's Firm / Company is furnished?		
13.	Whether a Certificate in Annexure – VII assuring to provide the minimum required quantity of service prescribed in the Tender is enclosed?		
14.	Whether Photo copy of address proof of the Firm / Company having an office in Chennai is enclosed?		
15.	Whether a Declaration in Annexure VIII that Tender forms downloaded from the Website have not been tampered with is enclosed?		

**II. PART – B COVER (PRICE-BID)**

SL.NO	DESCRIPTION	Please state Yes or No in writing
1.	Whether Price-Bid in Part B duly filled-in and signed is enclosed?	

### 3. GENERAL INSTRUCTIONS TO THE BIDDERS

#### 1. General Instructions:

The Bidders are requested to go through the instructions, terms, conditions and specifications given in the Tender Document carefully. Omissions or Failure to furnish any or all the required information in the Tender Document shall result in rejection of their bid.

#### 2. Definition of Terms and Expansion of Abbreviations:

1.	Tenderer/Bidder	Tenderer / Bidder means the party who makes a formal offer in pursuance of this tender.
2.	Successful Tenderer	Successful Tenderer means the Tenderer who becomes successful through the tender process and whose offer is accepted by the Corporation.
3.	Service Provider	Service Provider means the Firm / Company which offers to provide service for Phase I (Schedule A).
4.	Day	A day means a calendar day.
5.	Cost / Price Bid	Cost means the total cost to be incurred by the Corporation towards the availing of the services in Phase I. The cost i.e., the price bid should be all inclusive. There should not be any further claim on any account or reason.
6.	TNTB & ESC	Tamil Nadu Text Book and Educational Services Corporation
7.	EMD	Earnest Money Deposit
8.	SD	Security Deposit

#### 3. Bid Document:

The Bid Document consists of the following

- i. Notice Inviting Tender
- ii. Check list
- iii. General Instructions to the Bidders
- iv. Special Terms & Conditions of the Tender
- v. Letter of Tenderer
- vi. Annexure
- vii. Price Bid.

#### **4. Qualification Criteria:**

##### **1. Minimum Eligibility Requirements:**

The Tenderer shall be a service provider who must have provided the service or similar service to Government / Departments / Board of Examinations as required in the instant Tender to the tune of Rs. 20 Lakh (Schedule A) during the last three years ending on 31.12.2017 and he shall possess a valid registration for providing service for which the Tender is invited. The Tenderer in respect of bid for Phase I (Schedule A) work shall have Office at Chennai and possess necessary ADF scanning equipments (minimum 10 Nos at speed of 60 ppm or Higher) and related systems.

**2. Turnover :** The average annual turnover of the bidder during the previous three financial years.

**For phase I - not less than Rs. 50 lakhs**

##### **3. Previous Experience:**

The Bidders for Phase I (Schedule A) service must have provided the service or similar service to Government / Departments / Board of Examinations as required in the instant Tender to the tune of Rs. 20 Lakh (phase-I (Schedule A)) during the last three years ending on 31.12.2017. Copy of work order, invoice and its successful completion certificate from the clients shall be enclosed along with the Tender.

**4.** The Tenderer shall have valid GST Registration. (copy of certificates shall be enclosed).

**5.** The Tenderer shall enclose the copy of the latest I.T Returns duly certified by the Auditor for the last three Financial Years – (i.e., 2016-2017, 2015-2016, 2014-2015)



**5. Change in Quantity:**

Quantum of work given in the Tender is approximate and it is likely to vary depends upon the requests made by the students appended in the respective examination.

**6. Pre-Bid Meeting:**

There will be a **Pre Bid meeting on 12.04.2018 at 3.00 p.m in the Tamil Nadu Text Book and Educational Services Corporation, DPI Campus, Chennai 600 006** during which the prospective Tenderers may seek clarifications about the Tender. The Tenderers shall send their queries in writing if any so as to reach the Corporation at least two days prior to the date of Pre-Bid Meeting. The Tenderers shall view the Websites given in the Notice Inviting Tender for updated information like change in date / venue etc., of the Pre-Bid meeting as the Corporation may not be able to identify and communicate with the prospective Bidders at this stage. **Failure to attend the Pre-Bid meeting is not a disqualification as it is optional.** In response to the relevant query of the prospective Tenderer, clarification will be uploaded in the websites of the Corporation.

**7. Clarification regarding the Tender Conditions:**

- a) A prospective Bidder requiring any clarification with respect to any Tender condition may address the Tender Inviting Authority by letter or by fax and the Corporation will upload the clarifications to any relevant query regarding the Tender conditions on its Websites. However correspondence in this regard or delay in getting reply from the Corporation shall not be taken as an excuse for delayed submission of tender or non submission of tender.
- b) The clarifications to the relevant queries will also be uploaded on the website of the Corporation.

**8. Amendments to the Tender:**

- (a) Tamil Nadu Textbook and Educational Services Corporation reserves the right to amend the tender condition on the basis of clarifications sought for by the prospective Bidders, solely at its discretion up to 48 hours ahead of submission Tender on (i.e.) two days prior to the last date of submission of Tender. Such amendments shall be notified and uploaded on the Website of the Corporations. <http://www.tenders.tn.gov.in>.
- (b) Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing/e-mail/facsimile to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Corporation.
- (c) At its discretion the Corporation may or may not extend the due date and time for the submission of bids on account of amendments / corrigenda, if any, issued subsequent to the date of Notice Inviting Tender.
- (d) All the Bidders must periodically browse the above websites for any amendment or corrigendum issued in connection with this Tender. The Tamil Nadu Text Book and Educational Services Corporation will not be responsible for the failure of the Tenderer to update or to have comprehensive understanding of the provisions of this tender document including the changes announced through the websites.

**9. Language of the Bid:**

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be written in English language only.

**10. Non Transferability:**

The Tender form sold to a Tenderer is **not transferable**. It shall not be used by others and if used by others it will be rejected. Similarly photo copy of the tender form will be rejected.

**11. Downloading of Tender Form :**

- (a) The tender document can be downloaded from the website ([www.tenders.tn.gov.in](http://www.tenders.tn.gov.in)) on A4 size paper and computer print alone should be submitted in the form of a booklet. Submission of tender document in any other form will be rejected.
- (b) The Tenderer shall download corrigendum, if any, published subsequently and submit along with the tender. Otherwise the tender will be rejected. It is the responsibility of the Tenderer to check and have knowledge of any corrigendum / amendment issued and uploaded on the website of Corporation till the last date of submission of the Tender.
- (c) The Tenderer shall download tender documents in original without any change / addition / deletion and correction. If any change / addition / deletion is detected at any stage after the award of the tender, the EMD as well as S.D remitted by the Tenderer will be forfeited without any intimation and the Tenderer will also be black listed from participating in the subsequent tenders. Besides such Tenderer's are liable to be prosecuted.

**12. Cost of Tendering:**

The Tenderer shall bear all costs associated with the preparation and submission of tender and the Corporation shall in no case be responsible or liable for the costs of tendering incurred by the Tenderer, irrespective of the outcome of the tenders.

**13. Bid Validity:**

1. Bid shall remain valid for a period not less than (90 days) ninety **days** after the deadline date for bid submission specified. **A bid valid for a shorter period shall be rejected by the Corporation as non-responsive.**

2. In exceptional circumstances, the Corporation may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by mail. A bidder may refuse the request without forfeiting his bid security (EMD). A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of extension.

**14. Earnest Money Deposit (EMD):**

1. An Earnest Money Deposit shall be paid along with the Technical Bid by way of Demand Draft / Banker's Cheque obtained from a Nationalized / Scheduled Bank drawn in favour of **Tamil Nadu Text Book and Educational Services Corporation, Chennai -6** payable at **Chennai. The details of EMD to be paid for Rs. 32,140/-**
2. The Earnest Money Deposit amount of the unsuccessful Tenderer will be returned after the award of the Contract pursuant to the selection of the successful Tenderer. The Earnest Money Deposit amount held by Corporation, will not fetch any interest till it is refunded to the unsuccessful Tenderers.
3. The Earnest Money Deposit amount of the successful Tenderer will be adjusted against the Security Deposit (SD) payable for ensuring successful execution of the Contract.
4. Any tender not accompanied by Demand Draft or Banker's Cheque towards Earnest Money Deposit as in Sub-Clause (1) above shall be rejected summarily by the Corporation.
5. The Earnest Money Deposit amount shall be forfeited
  - (a) if the Tenderer withdraws the tender after opening of Technical Bid during the validity period specified in the tender document
  - (b) in the case of a successful bidder, if the bidder fails to sign the agreement or to remit the Security Deposit within the specified time limit.
  - (c) If the bidder does not accept the correction of the bid price pursuant to clause 21(1).
6. Further the Corporation will blacklist the contractor without prejudice to any action that may be taken against the contractor.

**15.Submission of Tender:****1. Submission of Tender in Two Cover System:**

a) Tender shall be submitted in two parts in original i.e Part-A and Part-B separately. The Part-A cover shall contain the Technical Bid and superscribed on the envelope as “Technical Bid- Part-A”. On the Part-A Cover, the Name and Address of the Tenderer should be written and sealed. The Part-B Cover shall contain the Price-Bid- superscribed on the envelope as “Price Bid Part-B”. On the Part B Cover, the Name and Address of the Tenderer shall be written and sealed. Both the Covers i.e., Part-A and Part-B should be put in an envelope superscribing thereon **“Tender for Providing Service Relating to Phase I (Schedule A) Work ”** and the Name and Address of the Tenderer shall be written on that envelope and it shall be sealed. The sealed envelope addressed to the Tender Inviting Authority i.e. the Corporation shall be put in the box kept in the office of the Corporation within the scheduled time and date of submission of the Tender. It may also be sent by Post so as to reach the office of the Corporation within the stipulated time and date of submission of the Tender. But the Corporation shall not be responsible for any postal delay or delay due to any other means of communication. Belated submission of Tenders by the Tenderers or belated receipt of Tenders by the Corporation shall result in summary rejection of such Tenders. If the last date scheduled for submission of the tender happens to be a Government holiday for any reason, the sealed tenders may be submitted on the next working day before the appointed time.

**2. Documents to be furnished in the Part – A Cover:**

- (a) Covering letter
- (b) Letter of Tenderer shall be duly signed by the authorized signatory in full with seal.
- (c) Demand Draft / Banker’s Cheque / towards EMD.
- (d) Annexures I to VIII
- (e) Profile of the Firm / Company.
- (f) Letter of Authorization / Power of Attorney for signing the Tender Document shall be on a Non-Judicial Stamp Paper of value of not less than Rs.20/- .In the case of Public Sector Undertaking / Public / Private Limited Companies, Authorization from the appropriate authority to sign the tender document must be enclosed along with Technical Bid. Tenders received without such authorization shall be rejected.

- (g) Letter of I.T. Clearance Certificate / Assessment Orders / I.T. Returns (Photo copies to be enclosed).
- (h) GST Registration copies to be enclosed.
- (i) Complete Audited Annual Turnover Report, Profit & Loss statement and Balance sheet of Income and Expenditure for the last 3 years as on 31.03.2017.
- (j) All the required documents for qualification criteria given in this tender along with other required documents and lists as per check list, shall be enclosed.
- (k) The list of Scanners, Computers and other related machineries available in the Tenderer's Firm / Company for performing the Contract.
- (l) Chennai address proof such as copy of House Tax Receipt / Electricity Bill /Telephone Bill / Rental Agreement valid on or before 31.12.2016.

**3. Details to be furnished in the Part- B (Price Bid) cover:**

- (a) Prices shall be quoted only in the format as given in the (Part B).Price Bid in respect of Phase I (Schedule A).
- (b) The offer shall be unconditional.
- (c) The price quoted shall be all inclusive and no additional claim on any ground shall be entertained.
- (d) Apart from the Schedule of Prices duly filled in, the Bidders shall not enclose any other documents or statements that influence the price except Discount/Rebate letter. In such an event, the Corporation shall summarily disqualify the Bidder and reject the bid.

**4. Signing of Tender:**

- a) The tender shall be typed or written legibly in indelible ink and shall be signed by the Tenderer or a person duly authorized to bind the Tenderer to the contract. All pages of the tender shall be signed by the Tenderer or person(s) authorized to sign the Tender with the seal.
- b) Any alterations, corrections or overwriting in the Tender document shall be treated valid only if they are authenticated by full signature of the person authorized to sign the tender.

**16. Period of validity of Rates:**

The rates quoted in the Tender shall be valid for a period of one year from the date of execution of the agreement. However, the Managing Director of Tamil Nadu Text Book and Educational Services Corporation may extend the validity period for further one year on the same terms and conditions.

**17. Modification and Withdrawal of Tenders:**

- (a) Tenderers may modify or withdraw their tenders by giving notice in writing before the due date for submission.
- (b) The modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with clause 15, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- (c) No Tenderer shall be allowed to withdraw/modify the tenders after the last date of submission of the tender.
- (d) Withdrawal or modification of tender between the deadline for submission of tenders and the expiration of the original period of validity specified or as extended period may result in forfeiture of the EMD.

**18. Opening of Tenders:**

- a) Tenders will be opened at the scheduled date and time in the office of the Corporation in the presence of the Tenderers or their representatives who are authorised to represent the Tenderers. The representatives of Tenderers who attend the Tender opening shall produce the proof of their identity and the authorization letter from the Tenderers. (only one representative is permitted to attend Tender opening)
- b) The Tenders received after the due date and time will not be considered. Tenders in unsealed cover or Tenders which are not signed in each page or in incomplete shape or through facsimile (Fax) or by electronic mail or through any other manner which is not in accordance with the instructions specified in the Tender Document will not be accepted.

- c) Envelops marked **withdrawal shall be opened** and read out first and their Tender shall not be opened. Subsequently all envelopes marked 'Modification' shall be opened and the submission therein shall be read out.
- d) If the day fixed for opening of the tender happens to be a Government holiday for any reason, the sealed tenders shall be opened on the next working day at the appointed time.
- e) Part- A cover containing Technical Bid shall be opened first. The supporting documents shall be cross-checked wherever required.
- f) Provided that where more than one Tender is submitted by the same Tenderer, the lowest eligible financial tender shall be considered for evaluation.

**19. Criteria for Evaluation of Technical Bid :**

Any Tender not containing the required documents and not fulfilling the qualification criteria indicated in the Tender document shall be summarily rejected.

**Technical Bid Evaluation:**

The Tenderer who satisfies the documentary evidence as per the Eligibility Criteria are considered as eligible in the first level of Technical bid Evaluation. The second level namely demonstration process as per the scope of work will have to be conducted at the place specified by the Department. The demonstration should be shown at the specific time chosen by the Department. If not, the Tenderer is treated as disqualified. Any change or extension in time for demonstration will not be entertained by the Department.

**Schedule A**

A sample of 20 answer scripts will be given to the Tenderer who is qualified in the first level of Technical bid evaluation. 30 minutes is allowed to complete the demonstration as per the scope of work. After completion of demonstration in the stipulated time, the Tenderer may be considered as qualified in technical evaluation.



Note: If necessary, the Tenderers qualified in the Demonstration shall facilitate to visit their Chennai Office to verify about the necessary infrastructure facility and should show the availability of ADF Scanners as per eligibility criteria. The bidder who satisfies all the above criteria's shall be considered as qualified in the technical bid.

**20. Opening of Price Bid (Part - B Cover):**

- a) Only the Price Bids of the Tenderers who are qualified in the Technical Bid shall be opened.
- b) The date, time and venue of opening of Part - B Cover i.e. Price Bid will be intimated separately to the qualified eligible Tenderers.
- c) The Price Bid will be opened on the intimated date and time in the presence of the qualified eligible Tenderers or their authorised representatives.

**21. Evaluation of the Price Bid:**

Price Bid of the technically responsive tenders shall be evaluated and compared in accordance with the criteria specified. In the evaluation of the Price Bid, the following procedures shall be adopted as per Tamil Nadu Transparency in Tenders Act 1998 & Tamil Nadu Transparency in Tenders Rules 2000.

1. In determining the lowest evaluated price, the following factors shall be considered.

- (a) the quoted price shall be corrected for arithmetical errors;
- (b) in cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered;

(c) where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(d) The amount stated in the bid will be adjusted by the Corporation in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the bidder does not accept the correct amount the bid will be rejected, and the EMD may be forfeited.

2. The Corporation is empowered to negotiate with the L1 Tenderer. In case where two or more Tenderers quoted the same price, the Tender Accepting Authority shall ask the L1 bidders to provide their best and final offer of the financial bid in a sealed cover and the Tenderer offering the most advantageous financial bid shall be adjudged the lowest Tenderer.

3. The Corporation reserves the right to ask the other technically qualified eligible Tenderers to match their price with the price of the L1 bidder.

4. The total quantity of service to be availed may be apportioned among the L1 bidder and the other technically qualified eligible bidders whose price matches with the price of L1 bidder.

5. The L1 Tenderer shall not claim from the Corporation that the entire quantity of the service shall be availed from him. He shall not question or raise any dispute as to the propriety and decision of the Corporation in apportioning the bulk quantity of the service as specified in sub clause 4 above.

**22. Approval of the Contract by the Board of Governors of the Corporation:**

The Contract shall be awarded only with the approval of the Board of Governors to the successful L1 bidder with whom negotiations were made.

**23. Right to Accept / Reject any or all Bids:**

- a) The Tender Accepting Authority i.e the Board of Governors of the Corporation reserves the right to accept or reject any or all of the tenders including the lowest in full or in part without assigning any reasons thereof and without thereby incurring any liability to the Bidder or Bidders who may be affected financially or otherwise to this effect.
- b) After acceptance of the tender by the Tamil Nadu Textbook and Educational Services Corporation, the Tenderer shall have no right to withdraw his tender or claim higher rates.

**24. Award of Contract:**

The Managing Director of the Corporation shall issue the award of Contract pursuant to the acceptance of the Tender of the successful Tenderer(s) by the Tender Accepting Authority.

**25. Payment of Security Deposit (SD):**

- a) The Contractor shall be required to furnish Security Deposit equivalent to 5% (Five percent) of the value of the work order as a guarantee for the performance of the contract. The EMD may be adjusted against the Security Deposit. After adjusting the EMD, the successful Tenderer shall pay the balance amount through Demand Draft within 3 days from the date of receipt of the Award of Contract. The Demand Draft shall be obtained from any one of the Nationalized Banks / Scheduled banks drawn in favour of Tamil Nadu Text Book and Educational Services Corporation Chennai - 600 006 payable at Chennai or in the form of unconditional irrevocable Bank Guarantee from Nationalized / Scheduled Banks valid for 1 ½ Years.
- b) The Security Deposit shall be released to the Contractor after the performance of the Contract in full without deficiency or default and to the entire satisfaction of the Director of Government Examinations. The Security Deposit so held by the Corporation, shall not earn any interest till it is released to the Contractor. The release of the Security Deposit is subject to the forfeiture clauses in the Tender Document.

**26. Forfeiture of Security Deposit:**

- a) The Security Deposit shall be forfeited if the Contractor fails to execute the agreement within the stipulated time or fails to perform the contract or part of the contract.
- b) The Security Deposit shall also be liable for forfeiture for violation of any of the tender conditions or for the failure to provide service as per the scope of work specified in Annexure I.

**27. Execution of Agreement:**

- a) Upon receipt of the letter of Award of Contract, the successful Tenderer shall execute the Agreement for the fulfillment of the Contract on a Non-Judicial Stamp Paper to the value of Rs.100/- within 7 days from the date of receipt of the letter of Award of the Contract. The Agreement shall be part and parcel of the Contract and binding on the Corporation and the Contractor. In case of any difference or contradiction in the recitals in the Tender Document and the Agreement, the recitals in the Agreement shall prevail over those in the Tender Document.
- b) The Contractor shall not assign or make over the Contract, the benefit or burden thereof to any other person or persons or Body Corporate for the execution of the Contract or any part thereof.

**28. Interpretation:**

If any question / doubt arise with reference to the interpretation of any provisions of the Tender Document, the decision of the Managing Director of the Corporation shall be final.

**29. Corrupt or Fraudulent practices:**

The Corporation requires that Bidders observe the highest standard of ethics during the evaluation and execution of supply. In pursuance of this policy, the Corporation (a) defines for the purposes of this provision the terms set forth below as follows:

- (i) 'Corrupt practice' mean offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the evaluation process or in contraction execution.
- (ii) 'Fraudulent practices' means a misrepresentation of facts in order to influence the evaluation process or execution of a contract / supply to the detriment of the Corporation and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the Corporation of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(C ) Will declare a firm ineligible either indefinitely or for a stated period of time to be awarded a contract if it any time determines that the firm has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

#### **4. SPECIAL TERMS AND CONDITIONS OF THE TENDER**

1. The Special Terms and Conditions of the Tender shall supplement the “General Instructions to the Bidders”.
2. The time is the essence of this Contract.

#### **3. Release of Work Order:**

After payment of Security Deposit and successful execution of the Agreement, the Work Order shall be issued to the Contractor by the Corporation.

#### **4. Scope of Work:**

The Tenderer shall go through the scope of work in respect of Phase I (Schedule A) work specified in Annexure I and perform the work in time and in strict confidentiality and to the entire satisfaction of the User Department i.e the Director of Government Examinations.

#### **5. Payment Terms:**

- a) No advance payment shall be made or no letter of credit shall be issued.
- b) The Contractor shall raise the bill only after completion of the entire work and provision of the entire service as per the Work Order in time.
- c) The bill raised by the Contractor shall have all Registration Numbers printed on the Bill. The validity of Tax Registration during the current period of the Contract shall be the sole responsibility of the Contractor.

#### **6. Liquidated Damages and Penalty:**

- a) If the Contractor fails to perform the Contract as per the Work Order, the Corporation shall have the right to impose **penalty of 1%** of the value of the order for every day of delay to a maximum of 20% of the value of the Work Order if the work has not been performed in full within the stipulated period. If the work is not commenced within one week from the

scheduled date of commencement of work, the Work Order shall be summarily rejected and the Security Deposit of the Contractor shall be forfeited. The Corporation shall have the right to avail the service of other service providers from outside at higher rates if the delay continues even after the expiry of the stipulated period in the Work Order for which penalty is imposed on the Contractor and the loss sustained by the Corporation to this effect shall be recovered from the Contractor. Further the Corporation shall have the right to black list the Contractor in default.

- b) The Corporation shall have the right to blacklist the Contractor for breach of any Conditions and Terms of the Tender / Agreement at any point of time.

## **7. Termination of Contract:**

### **1. Termination For Default:**

- a) The Corporation may, without prejudice to any other remedy for breach of Contract by the Contractor, terminate the Contract in whole or part, by a 15 days' written notice of breach of Contract to the Contractor,
- i. if the Contractor fails to perform the Contract within the time schedule specified in the Work Order.
  - ii. if the Contractor fails to perform any of the obligation(s) under the Contract;
  - iii. if the Contractor is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract.

### **2. Termination for Insolvency:**

The Corporation may at any time terminate the Contract by giving 15 days' written notice to the Contractor without compensation to the Contractor and without incurring any liability if the Contractor becomes bankrupt or otherwise insolvent. Such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Corporation.

**3. Termination for Convenience:**

The Corporation may terminate the Contract in whole or in part at any time during the validity period of the Contract for its convenience by giving 15 days' written notice and without compensation to the Contractor. The notice of termination shall specify that termination is for the Corporation's convenience, the extent to which the Contract is terminated, and the date upon which such termination becomes effective. The termination of the contract is without prejudice to the penal consequences and damages for which the Contractor shall be liable for violation of the Contractual obligations.

**8. Force Majeure:**

- a) Force Majeure means an event beyond the control of the Contractor and not involving the Contractor's fault of negligence and not foreseeable. Such event may include but are not limited to the acts of Nature such as fire, floods, epidemics, etc., and other events such as wars, revolutions, quarantine restrictions, etc.
- b) If a Force Majeure situation arises, the Contractor shall promptly notify the Corporation of such conditions and the causes thereof through e-mail within 24 hrs of such event. Unless otherwise, directed by the Corporation in writing, the Contractor shall continue to perform his obligations under the Contract to a reasonably practical extent and shall seek all reasonable alternative means for effective performance of the Contract in time.
- c) If the performance in whole or part, of any obligation under this Contract is prevented or delayed by reason of Force Majeure for a period exceeding 14 days, the Corporation may at its option and discretion terminate the Contract.
- d) Force Majeure shall not have any bearing on the price quoted by the Bidder in the Tender.



**9. Conciliation & Arbitration****1. Conciliation :**

If any dispute or difference arises between the Corporation and a Contractor with regard to the Contractual application, the same shall be referred to a Conciliator and settled by Conciliation as per the provisions of The Arbitration and Conciliation Act, 1996. The sole Conciliator shall be nominated by the Managing Director of the Corporation. Conciliatory efforts are mandatory in tune with the Alternative Disputes Resolution (ADR) process before invoking the Arbitration Clause. The Conciliator shall endeavor to conclude his proceedings within three weeks from the date of reference of a dispute or claim to the Conciliator.

**2. Arbitration:**

In case of any dispute or difference arising between the Corporation and the Contractor relating to any matter arising out of or connected with the Contract which still remains unsettled even after Conciliation, such dispute or difference shall be referred to the sole Arbitrator nominated by the Managing Director of the Corporation. The Arbitral proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. If the Arbitrator for any reason has to discontinue the Arbitration before completion of the arbitral proceedings, the Managing Director of the Corporation shall nominate another eligible and suitable person as Arbitrator and such Arbitrator may continue the proceedings from the stage at which his predecessor has discontinued or may proceed de novo. The Arbitral Award shall be final and binding on both the Corporation and the Contractor. No part of the Contract shall be suspended by the Contractor and the ground of pendency of the Arbitral Proceedings.

The venue of Arbitration shall be at Chennai. The language to be used in the Arbitral proceedings shall be in English.

**10. Jurisdiction:**

The courts in the city of Chennai alone shall have the jurisdiction to try any matter or dispute or reference between the Corporation and the Contractors arising out of the Contract.

**5.LETTER OF TENDERER**

To

The Managing Director,  
Tamil Nadu Text Book and Educational Services Corporation,  
CHENNAI-600 006.

Sir,

I / We do hereby tender / offer to the Tamil Nadu Text Book and Educational Services Corporation for the work of **“Image Scanning of Valued answer scripts pertaining to Hr. Sec. / Diploma in Elementary Education Examinations of March / June / September 2018 (Phase- I: Schedule A).**

I / We have understood the requirement of the Corporation, the details of the services to be provided and have carefully understood the conditions of contract and the procedures with all the stipulations of which I / We agree to comply.

I / We hereby undertake to complete the services as per the procedures within the time limit specified by the Corporation.

I am / We are aware that quality of the services and time of completion of service are the essence of this contract and accordingly, I / we would adhere to the same.

I / We further agree that I / We would not withdraw this tender either in full or in part. If by chance, I / we have to withdraw the offer, I / we agree that the EMD paid will be forfeited by the Corporation, without any notice to me / us.

I / We affirm that in any previous tender to the Tamil Nadu Text Book and Educational Services Corporation, I / we have not committed any fraud by furnishing wrong information and the Corporation had not written to us alleging fraud in our transaction with the Corporation.

I / We further confirm that in case, any of the information noted above is found to be in corrected, I / We will be liable for any action under the terms of the tender / contract including termination of the contract and forfeiture of the Earnest Money / Security Deposit.

I / We hereby undertake and agree to pay the Security Deposit as per the tender conditions within three days from the date of receipt of Award of contract.

I / We undertake to sign the contract with the Corporation on the lines of the tender conditions in the tender documents.

I / We further agree that the acceptance of the tender conditions would, by itself, constitute a valid and concluded contract binding on me/us, even if separate contract is not signed.

I / We further agree that in the event of my/our failing to deposit securities mentioned above or to produce the latest income tax and sales tax clearance certificate or to execute the Contract within the period of seven days as referred to above, the amount deposited towards Earnest Money Deposit (EMD) with the tender shall be forfeited by the Tamil Nadu Text Book and Educational Services Corporation and in addition, the Managing Director, Tamil Nadu Text Book and Educational Services Corporation , shall be entitled to cancel the contract and there upon arrange for any other person or persons to provide the service herein before mentioned and I / We agree to be liable for all damages, losses, charges and expenses arising from or by reason of such failure on our part.

Having fully understood the tender conditions and the above undertaking  
in this letter, we sign this .....Day of  
.....at Chennai.

Yours faithfully,

Authorized Signature :

Name & Title of Signatory:

.....

....

Name of the Bidder :

.....

Address : .....

**ANNEXURE - I****SCOPE OF WORK****PHASE - I****(Schedule - A)**

The Directorate of Government Examinations i.e., the user Department conducts the Higher Secondary / Dip. in Elementary Education / any other Examinations to be held in March 2018, June 2018 and September 2018. Pursuant to the Online Application of the Students seeking copies of their valued Answer Scripts, the User Department will issue the valued answer scripts of such students to the Tenderer for the purpose of Scanning. Each page of the valued Answer Script shall be scanned separately using Automatic Document Feeder Scanner in pdf. file format and the soft copy of the same in Hard Disk or in any other format as instructed by the User Department shall be handed over to the User Department.

EXAMINATION	Expected no.of scripts	Expected No.of Pages of Answer Scripts	Stipulated Time Period for Scanning	Expected Turnout per Day
HIGHER SECONDARY - FIRST YEAR (XI)	1,00,000	40,00,000	8 DAYS	5,00,000 PAGES (Approximately 12,500 Answer Scripts )
HIGHER SECONDARY - SECOND YEAR (XII)	1,00,000	40,00,000	8 DAYS	5,00,000 PAGES (Approximately 12,500 Answer Scripts )
DIPLOMA IN ELEMENTRY EDUCATION	500	20,000	1 DAY	
TOTAL	2,00,500	80,20,000		

**PROCEDURE TO BE FOLLOWED**

1. Each Batch will have 20 valued Answer Scripts.
2. There is an Abstract in each Batch which contains Batch No., ID Numbers of the Answer Scripts, Subject Code and Subject Name.
3. Before scanning, the tied thread and stapler pins in the valued answer sheets shall be removed first. Using the proper cutting equipment, 4mm width from the Left Margin of the Answer Sheets shall be cut without changing the order of the page. Each answer sheet shall be clipped properly and placed separately in a thick transparent plastic cover.

4. Each page of the answer script shall be scanned and converted to PDF format.
5. The PDF File name shall have to be a combination of Subject Code and ID Number.
6. The Tenderer shall ensure the scanning of correctness and completeness of each page of the answer script.
7. At the end of the day of the work, all PDF files shall be copied in a separate External Hard Disk and handed over to the Director of Government Examinations.
8. After scanning, the answer sheets of each student shall be stapled properly without any omissions and placed in the cover.
9. Each cover shall be verified with the PDF Files by the designated staff.

**CONDITIONS RELATED TO SCOPE OF WORK**

1. A 4000 sq. ft. building space will be provided to the successful Tenderer with normal lighting facilities only. The other facilities such as A.C. provisions, Scanners, Computers, Power Chord, Net working facilities, system related other components, additional lighting, back up facilities, Generator Set and other consumables required to perform the work contract successfully shall be made by the successful Tenderer. The current consumption charge for above process has to be borne by the qualified Tenderer as claimed by the Director of Government Examinations.
2. The entire work should be executed at the premises of the Directorate of Government Examinations, College Road, Chennai 6 or **any other designated Site decided by the Director of Government Examinations** in the presence of responsible Department officials. The successful Tenderer shall make own arrangement to transport the machinery and equipments and install the same at the designated premises at their own cost.

3. The successful Tenderer should bring their own men, machinery and materials at his own cost and risk to perform the contract without a hitch. The person or persons who are deputed for this work by the Tenderer shall not 'bring in' or 'take out' anything without the knowledge of the designated officer of the user Department who is in charge of the work.
4. The successful Tenderer shall make his own arrangement to purchase/bring all the required materials to execute the contract work. All kinds of expenditure to execute the whole contract work shall be borne by the Tenderer.
5. All the pages of the answer scripts (including blank ones) shall be scanned. After scanning, the sheets of the original answer scripts have to be arranged page number wise without any omission and stapled properly and handed over to the designated officials of the user Department intact.
6. It is the primary duty and responsibility of the successful Tenderer to ensure the safety of their machinery and equipments and other materials against any possible theft/loss or damage.
7. The actual date of commencement of the work shall be intimated to the successful Tenderer by the Director of Government Examinations. All arrangements shall be made and completed by the successful Tenderer to install the machines and the same shall be kept ready well in advance i.e prior to the date of commencement of the work to this effect. The Tenderer shall start the work immediately on getting intimation from the user Department.
8. The entire work shall have to be performed continuously throughout day and night without break. The machines and men pressed into service shall be available at the afore-said premises specified by the Director of Government Examinations for this work till the completion of the work.

9. 20 desktop or more computers with networking facility as required by the User Department shall be arranged by the Tenderer for verification. The space shall be provided by the User Department. After completion of the work, the entire data stored in the systems of the contractor and the backup thereof pertaining to the contract work shall be erased with the permission of the User Department and the Tenderer shall obtain a compliance certificate from the User Department.

**List of Activities by the Director of Government Examinations after the release of the result of Higher Secondary / Diploma in Elementary Education / any other Examinations related to Phase I, Schedule A**

- a) On release of results for March Session in the II week of May 2018 candidates will be given one week time to apply for scan copy.
- b) To receive applications from the candidate through schools for re-totalling and scanned copies of Answer scripts. After closing date, the details of the candidates who applied for and the subjects have to be provided to Government Data Centre and Answer Scripts have to be collected from concerned valuation camps and handed over to the Tenderer.

**List of work to be done by the Tenderer:**

1. Tenderer has to scan copies of answer scripts and provide in a hard disk in uploading format.
2. The Tenderer shall quote: Rate per Page.



**List of Activities by the Director of Government Examinations after the release of the result of Higher Secondary /S.S.L.C/Diploma in Elementary Education/any other Examinations :**

- ❖ Receipt of Application for the above purpose (Higher Secondary Examination, March 2018) : from 2<sup>nd</sup> week of May 2018
- ❖ Receipt of Application for the above purpose (S.S.L.C Examination, March 2018) : from 4<sup>th</sup> week of June 2018
- ❖ Receipt of Application for the above purpose (Diploma in Elementary Education Examination, March 2018) : from 1<sup>st</sup> week of October to 2<sup>nd</sup> week of October.
- ❖ On receiving the details of candidates and their subject, the scripts will be obtained from Valuation Camps and scanned.
- ❖ Scripts scanned to be ready for uploading as per Work Schedule
- ❖ All scripts are to be uploaded by as per Work Schedule
- ❖ After downloading the scanned copy by the candidates, choice to be given to apply for Re-totaling or Revaluation as per Work Schedule
- ❖ 3 days to be earmarked for re-totaling or revaluation as per Work Schedule
- ❖ After Re-totaling and Revaluation, revised Mark certificates to be issued as per Work Schedule
- ❖ Students whose marks are changed, their register number of candidates will be displayed in the web portal as per Work Schedule.

**List of work to be done by the Tenderer:**

This application process has to be done by through web portal.

Based on the experience in the previous year, the scope of the work :

- a) Development of Web portal

- b) Receipt of application for Re-totaling, Revaluation and scanning (for SSLC-only for re-totaling)

The Tenderer shall quote : Rate per application

- c) Hosting of scanned copy

The Tenderer shall quote : Rate per page

- d) This has to be carried out for the following examinations

March /April	}	For Higher Secondary / S.S.L.C / Dip.in Elementary Education / any other Examinations
June/July		
September/ October-		
2018		

**ANNEXURE - II**

**PROFILE OF THE TENDERER**

The Tender shall furnish the following details without fail.

- a) Name of the Organization :
- b) Nature of the Organization :  
( i.e. Public Sector Undertaking / Public Ltd / Private Ltd Company/ Proprietorship Company – Partnership Company)
- c) Number and Year of Registration /Incorporation :  
(copy of Certificate of Incorporation shall be enclosed)
- d) Address of the Registered Office of the Company / Firm with phone, Fax, and Email ID. :
- e) Audited annual report for the last three years :  
(copy of the same along with Technical Bid shall be enclosed).
- f) A copy of PAN Card attested by the Company Secretary or Managing Director or the Auditor shall be enclosed.

**Note:** The Tenderer shall enclose documentary proof for the above without fail.

**ANNEXURE - III****ANNUAL TURNOVER STATEMENT FOR SINGLE BIDDER**

The annual turnovers of M/s. .... for the past three years are given below and certified that the statement is true and correct.

<b>Sl. No.</b>	<b>Years</b>	<b>Turnover in lakhs (Rs.)</b>
1.	2014-2015	
2.	2015-2016	
3.	2016-2017	
	Total Turnover for three years	
	Average Turnover per year	

Date:

Seal:

**Signature of Tenderer  
with Seal**

**Signature of The Auditor /  
Chartered Accountant  
(Name in Capital with  
Registration Number)**

**ANNEXURE - IV**

Date:

**DECLARATION**

I / We ..... having the registered office at .....  
..... hereby declare that the Firm / Company or its Partners  
/ Shareholders have not been blacklisted by any Undertaking / Corporation of  
the Central / State Governments.

**Signature of the Tenderer  
with Seal**

**ANNEXURE - V**

Date :

**DECLARATION FORM**

I/We .....

having the registered office at ..... declare that I/we have carefully read all the terms and conditions of Tender floated by the Tamil Nadu Text Book and Educational Services Corporation, Chennai vide Tender Ref.No.3312/C1/2018 for Phase I (Schedule A) work as per the scope of work given in Annexure I as given in the Tender Document and I / we shall abide by all the conditions set forth therein. I undertake to perform the contract in time without any defect and deficiency.

**Signature of the Tenderer  
with Seal**

**ANNEXURE - VI****CERTIFICATE**

It is certified that I / We ..... in respect of Phase I (Schedule A) work have offered to scan the expected 80,20,000 pages of the Answer Scripts of the following Examinations concerned and deliver the soft copy thereof to the User Department within a period mentioned below.

EXAMINATION	Expected No.Of Pages	Within a period of
HIGHER SECONDARY ( FIRST YEAR) (XI)	40,00,000	8 DAYS
HIGHER SECONDARY (SECOND YEAR) (XII)	40,00,000	8 DAYS
DIPLOMA IN ELEMENTRY EDUCATION	20,000	1 DAY

**Signature of the Tenderer  
with Seal**

**ANNEXURE – VII**

Date :

**CERTIFICATE**

I/we having office at ..... declare that the tender forms downloaded from the website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) have not been tampered with / modified in any manner. In case, if the same is found to be tampered with / modified, my / our Tender shall be summarily rejected.

**Signature of the Tenderer  
with Seal**



**PART - B****PRICE****BID****(TO BE FURNISHED IN PART - B COVER)****PHASE - I  
(SCHEDULE A)**

<b>Item Description</b>	<b>Basic Unit Price</b>	<b>Expected Volume</b>	<b>Total Cost</b>	<b>Taxes</b>	<b>Total Cost inclusive of Taxes</b>
(1)	(2)	(3)	(4)	(5)	(6)
			Rs.	Rs.	Rs.
Scanning of answer scripts per page ( per side)		80,20,000 pages			

**Signature of the Tenderer  
with Seal**

