

**TAMIL NADU AGRICULTURAL UNIVERSITY
CONTROLLERATE OF EXAMINATIONS
COIMBATORE – 641 003**

Telephone : 0422-6611503
E-mail : coe@tnau.ac.in
Web site : www.tnau.ac.in/tenders/
www.tenders.tn.gov.in

TENDER SCHEDULE

For and on behalf of the Tamil Nadu Agricultural University, tenders are invited in two bid system to offer Exam management and implementation solution from reputed firms having vast experience for the following category.

ESS – C3: Contractual service support for digitization of answer scripts written in paper mode for evaluation with software solution

BID REFERENCE : No. TNAU / CoE / CBE / ESS – C3 /2021
dt.29.01.2021

LAST DATE AND TIME FOR
RECEIPT OF BIDS : 22.02.2021, upto 3.00 pm

TIME AND DATE OF OPENING
OF BIDS : 22.02.2021, 4.30 pm

PLACE OF OPENING OF BIDS : **The Controllerate of Examinations,**
Tamil Nadu Agricultural University,
Coimbatore – 641 003

ADDRESS FOR COMMUNICATION : **The Controllerate of Examinations,**
Tamil Nadu Agricultural University,
Coimbatore – 641 003

ANY OTHER INFORMATION : **Pre-bid meeting to be held on**
12.02.2021, 3.00 pm at
The Controllerate of Examinations,
Tamil Nadu Agricultural University,
Coimbatore – 641 003

Section I: Invitation for Bids (IFB)

Sealed Tenders under two cover bid system (Technical bid and Price bid) in duplicate will be received till **3.00 p.m. on 22.02.2021** by The Controller of Examinations, Tamil Nadu Agricultural University, Coimbatore-641 003, from reputed firms having vast experience for the following category.

ESS – C3: Contractual service support for digitization of answer scripts written in paper mode for evaluation with software solution

Interested and eligible bidders may obtain further clarification if any during the pre-bid meeting scheduled on 12/02/2021 at 3.00 pm.

1. The tender document can be downloaded from websites mentioned

www.tnau.ac.in/tenders/ and www.tenders.tn.gov.in

- a. **Last date and time for receipt of bids** : **22.02.2021, 3.00 pm**
- b. **Time and date of Opening of Technical bids** : **22.02.2021, 4.30 pm**
- c. **Place of opening of bids** : **Office of The Controller of Examinations,**
Tamil Nadu Agricultural University,
Coimbatore-641 003
- d. **Address for communication** : **The Controller of Examinations**
Tamil Nadu Agricultural University,
Coimbatore-641 003
- e. **Any other important criteria prescribed by the tender inviting authority**
- | S. No. | Particulars |
|--------|--|
| 1 | Reference: No. TNAU/COE/CBE/ESS-C3/2021
dt. 29/1/2021 |
| 2 | Name of the work Contractual service support for digitization of answer scripts written in paper mode for evaluation with software solution |
| 3 | Estimated cost (Rs) Depending on the necessity, the exam services will be only availed by the Controllerate of Examinations, TNAU on need basis
Estimated cost per annum : Rs 50 lakhs |
| 4 | Bid Security Rs 50000/- in the form of Demand Draft, drawn in favour of the Controller of Examinations, TNAU, Coimbatore payable at State Bank of India, TNAU Branch , Coimbatore |
| 6 | Period from which to be implemented The successful bidder must be ready to implement the solution within 30 days from the date of issue of supply order |

- | | | |
|---|------------------------------------|--|
| 7 | Validity of the contractual period | Three years from the date of intimation of bid approval by the University or till 31/3/2024 whichever is earlier |
|---|------------------------------------|--|
2. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the office address mentioned below on or before the date and time indicated in sealed covers superscribed as given below
 - 1) for Technical bids:
'Technical Bid for TNAU Exam Solution – ESS - C3 due on 22/2/2021 3.00 PM)
 - 2) for Price bids
'Price Bid for TNAU Exam Solution – ESS – C3 due on 22/2/2021, 3.00 PM)
 3. Pre-bid meeting to clarify any issues will be held on 12.02.2021 by 3.00 pm at Office of the Controller of Examinations, Tamil Nadu Agricultural University, Coimbatore – 641 003.
 4. Tenders will be opened in the presence of bidders or their authorized representatives who bear proper authorization document along with ID proof with advance intimation to this office on the specified date and time.
 5. The technical bids will be evaluated by the technical committee appointed by the university and shortlisted solution providers will be intimated by the Controller of Examinations, TNAU for demonstrating the advantageous features of the proposed solution on a specified date and time at the premises of TNAU, Coimbatore
 7. The price bids will be opened on the specified date and time after finalizing the successful technical bids based on evaluation after live demonstration of solution at the premises of TNAU by the shortlisted bidders
 8. The price bids will be also opened in the presence of eligible bidders finally shortlisted by the technical committee or their authorized representatives who bear proper authorization document along with ID proof with advance intimation to this office.

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Section II: Instruction to Bidders (ITB)

ESS – C3: Contractual service support for digitization of answer scripts written in paper mode for evaluation with software solution

A. INTRODUCTION

1. Eligible Bidders

1.1. The solution provider must have at least five years in the immediate past in government educational institutions more preferably in State Agricultural Universities on service basis supported duly by Certificate of successful delivery and satisfactory performance of the proposed solution in previously served Government Educational Institutions.

1.2. The solution provider should be able to deliver services for integrated digitization of student answer booklet through scanning using their own scanners, generation of dummy numbers and auto shuffling for evaluation, and result generation after digital evaluation

1.3. Solution provider should have secure cloud storage for digitized answer scripts and capability to process as many scripts generated by the University in exams conducted across different campuses within a week of conduct of examination.

1.4. Solution to be eligible for consideration must meet the technical specifications prescribed in Section VI

2. Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of the bid and **The Controller of Examinations, Tamil Nadu Agricultural University, Coimbatore – 641 003** hereinafter referred to as **“the Purchaser”**, will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

B. BIDDING DOCUMENTS

3. Contents of Bidding Documents

3.1 The services required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding Documents include:

- a. Instruction to Bidders (ITB)
- b. General Conditions of Contract (GCC)
- c. Special Conditions of Contract (SCC)
- d. Schedule of Requirements;
- e. Technical Specifications / Qualification criteria;
- f. Bid Form and Price Schedules;
- g. Bid Security Form
- h. Contract Form
- i. Performance Security Form
- j. Performance statement

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4. Clarification of Bidding Documents

4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the **Purchaser** in writing or by email at the **Purchaser's** mailing address (coe@tnau.ac.in) indicated in the Invitation for Bids. The **Purchaser** will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 7 days prior to the deadline for submission of bids prescribed by the **Purchaser**. Written copies of the **Purchaser's** response (including an explanation of the query but without identifying the source of inquiry) will be placed as corrigendum in the website mentioned in the tender invitation

5. Amendment of Bidding Documents

5.1 At any time prior to the deadline for submission of bids, the **Purchaser** may, for any reason, whether at by own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

5.2 All prospective bidders can check from time to time for any amendment placed as corrigendum / addendum in the website mentioned in the tender invitation and it will be binding on them.

5.3 In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bid, the **Purchaser** may, at discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

6. Language of Bid

6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the **Purchaser**, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

7. Documents Comprising the Bid

7.1 The bid prepared by the Bidder shall comprise the following components:

- a. A Bid Form and Price Schedule completed in accordance with ITB Clauses 8, 9 and 10;
- b. Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- c. Documentary evidence established in accordance with ITB Clause 12 that the services and ancillary services to be supplied by the Bidder shall conform to the Bidding Documents; and

d. Bid Security furnished in accordance with ITB Clause 13.

8. Bid Form

8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the services to be supplied along with necessary hardware and software on contractual price basis.

9. Bid Prices and Prebid meeting

9.1 The Bidder shall indicate on the Price Schedule, the unit prices and total Bid prices of the services it proposes to supply under the Contract.

9.2 Prices indicated on the Price Schedule shall be inclusive of

- (i) The price of the services as applicable, payable:
- (ii) Charges for inland transportation, insurance and other local costs incidental to delivery of the services in the different campuses are to be included in the price
- (iii) The cost of incidental services listed in Clause 7 of the Special Conditions of Contract.

9.3 The applicable taxes is to be mentioned clearly.

9.4. The Bidders separation of the price components in accordance with ITB Clause 9.2 above will be solely for the purpose of facilitating the comparison of bids by the **Purchaser** and will not in any way limit the **Purchaser's** right to contract on any of the terms offered.

9.5 **Fixed price:** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 22.

9.6 **Pre bid meeting:** Pre bid meeting will be held at **Office of the Controller of Examinations, Tamil Nadu Agricultural University, Coimbatore on 12.02.2021 at 3.00 pm**

10. Bid Currencies

10.1 Prices shall be quoted in Indian Rupees

11. Documents establishing bidder's eligibility and qualifications

11.1 Pursuant to ITB Clause 7, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the **Purchaser's** satisfactions.

- a. That the Bidder offering to supply the listed service has the capability to independently execute the services required as per the terms and conditions of the purchaser and with necessary experience certificates duly obtained from previously served government educational institutions in Tamil Nadu or other states in India

- b. That the bidder has the financial and technical capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section VI-A.

To this end, all bids submitted shall include the following information:

- i The legal status, place of registration and principal place of business of the company or firm or partnership, etc;
- ii Details of experience and past performance of the bidder on services offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XI)

12. Documents establishing services conformity to bidding documents

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all services which the bidder proposes to supply under the contract.

12.2 The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data and shall consist of:

- a. A detailed description of the essential technical and performance characteristics of the services to be provided
- b. A list giving full particulars of the requirements necessary for the proper and continued functioning of the services for a period of three years, following commencement of the services provided by the **Purchaser**,
- c. An item-by-item commentary on the **Purchaser's** Technical Specifications demonstrating substantial responsiveness of the services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3 For the purpose of the commentary to be furnished pursuant to ITB Clause 12.2(c) above, the Bidder shall note that standards for workmanship, material and equipment and references to brand names or catalogue numbers designated by the **Purchaser** in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the **Purchaser's** satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

13. Bid Security

13.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, bid security for the amount as indicated in Section V schedule of requirements.

13.2 The bid security is required to protect the **Purchaser** against risk of Bidders conduct which would warrant the forfeiture of security, pursuant to ITB Clause 13.7.

13.3 The bid security shall be in Indian Rupees and shall be in one of the following forms:

- a. A Bank Guarantee [Hundred rupees (Rs.100/-) bond paper] or an irrevocable letter of credit issued by a nationalized /scheduled bank located in India, in the

form provided in the bidding document or any other form acceptable to the purchaser and valid for 45 days beyond the validity of the bid; or

- b. A demand draft on any scheduled / nationalized bank in favour of **The Controller of Examinations, TNAU, Coimbatore payable at State Bank of India, TNAU Branch, Coimbatore.**

13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 above will be rejected by the **Purchaser** as non-responsive, pursuant to ITB Clause 22.

13.5 Unsuccessful bidders bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by *the Purchaser*, pursuant to ITB Clause 14.

13.6 The successful bidder's bid security will be discharged upon the bidders signing the contract, pursuant to ITB Clause 30, and furnishing the security, pursuant to ITB Clause 31.

13.7 The bid security may be forfeited:

- a. If a bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form;
- (or)
- b. In case of a successful bidder, if the bidder fails:
 - i To sign the contract in accordance with ITB Clause 30; or
 - ii To furnish performance security in accordance with ITB Clause 31.

14. Period of Validity of Bids

14.1 Bids shall remain valid for **90 days** after the date of bid opening prescribed by *the Purchaser*, pursuant to ITB Clause 17. A bid valid for a shorter period may be rejected by the **Purchaser** as non-responsive.

14.2 In exceptional circumstances, the **Purchaser** may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by e mail). The bid security provided under ITB Clause 13 shall be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request is not required or permitted to modify its bid.

15. Format and Signing of Bid

15.1 The bidder shall prepare two copies of the bid clearly marking each "**Original Bid**" and "**Copy Bid**" as appropriate. In the event of any discrepancy between them, the original shall govern.

15.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of Authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

15.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

16. Sealing and Marking of Bids

16.1 The bidders shall seal the original and a copy of the both Price bid and Technical bid in separate inner envelopes duly marking the envelopes as "**Original Bid**" and "**Copy Bid**". The bidder shall then place these two inner envelopes in an outer envelope.

16.2 The inner envelope and outer envelopes and the cover shall be:

a. Addressed to the **Purchaser** at the following address:

**The Controller of Examinations,
Tamil Nadu Agricultural University,
Coimbatore-641 003**

b. Bear the project name "**Tender for Exam management and implementation solution category ESS-C3**" at TNAU, the invitation for bids (IFB) number and the words "**Do not open before 4.30 pm on 22.02.2021.**"

16.3 The inner envelopes shall indicate the name and address of the bidder to enable the

bid to be returned unopened in case it is **declared "late"**.

16.4 If the cover containing the outer envelope is not sealed and marked as required by ITB Clause 16.2, the **Purchaser** will assume no responsibility for the bid's misplacement or premature opening.

16.5 Bids submitted through cable, facsimile or email will be rejected.

17. Deadline for Submission of Bids

17.1 Bids must be received by the **Purchaser** at the address specified under ITB Clause 16.2 not later than the time and date specified in the Invitation of Bids (Section I). In the event of the specified date for the submission of bids being declared a holiday for the **Purchaser**, the bids will be received up to the appointed time on the next working day.

17.2 The **Purchaser** may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 5, in which case all rights and obligations of the purchasers and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

18.1 Any bid received by the **Purchaser** after the deadline for submission of bids prescribed by the **Purchaser**, pursuant to ITB Clause 17, will be rejected and/or returned unopened to the Bidder.

19. Modification and Withdrawal of Bids

- 19.1 The bidder may modify or withdraw its bid after the bids submission, provided that written notice of the modification or withdrawal is received by the **Purchaser** prior to the deadline prescribed for submission of bids.
- 19.2 The bidders modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by e mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 19.3 No bid may be modified subsequent to the deadline for submission of bids.
- 19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidders forfeiture of its bid security, pursuant to Clause 13.7

E. BID OPENING AND EVALUATION

20. Opening of Bids

- 20.1 The **Purchaser** will open all technical bids, only in the presence of bidder/ bidder's representatives who choose to attend, at **4.30 P.M on 22.02.2021** at the following location:

**Office of the Controller of Examinations,
Tamil Nadu Agricultural University,
Coimbatore-641 003**

The bidder/ bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the **Purchaser**, the bids shall be opened at the appointed time and location on the next working day.

- 20.2 The bidders names, modifications, bid withdrawals and the presence or absence of the requisite bid security and any such other details, the **Purchaser** at discretion may consider appropriate, will be announced at the time of bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 18.
- 20.3 The **Purchaser** will prepare minutes of the bid opening.
- 20.4 The purchaser will determine whether the technical bid submitted by the bidder meets the technical requirement of the services to be delivered as indicated in Section VI and VI A of this document.
- 20.5. Prior to the detailed evaluation, pursuant to Clause ITB 23, the **Purchaser** will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Force Majeure (GCC Clause 21), Applicable law (GCC Clause 26) and Taxes and Duties (GCC Clause 28) will be deemed to be material deviation. The purchaser's determination of bids

responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

20.6. A bid determined as not substantially responsive will be rejected by the **Purchaser** and may not subsequently be made responsive by the bidder by correction of non-conformity.

20.7. The “**Price Bid**” (**Cover B**) will be opened after evaluation of “**Technical Bid**” (**Cover A**) and the date and time will be intimated to bidders whose bids are responsive and who are selected by the **Purchaser**

21. Clarification of Bids

21.1 During evaluation of bids, the **Purchaser** may, at discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing. Unless the purchaser asks for change in price due to the clarifications sought the bidder is not permitted to alter the price furnished in the “**Price bid**” “**Cover B**”. The change in price shall be submitted in a separately sealed covers with marking in the cover “**Supplemental price bid**” before opening of the “**Original price bid**”.

22. Preliminary Examination of price bid

22.1 The **Purchaser** will examine the price bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Representatives, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 The **Purchaser** may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

23. Evaluation and Comparison of Bids

23.1. The technical bids will be first scrutinized and evaluated by the purchaser before opening of the price bid as in the ITB 20.4, 20.5, 20.6

23.2. The Price bid will be opened and evaluated as described in ITB 20.7

23.3 The **Purchaser** will evaluate and compare bids previously determined to be substantially responsive, pursuant to ITB Clause 23.4

23.4 The purchaser’s evaluation of a bid will take into account, only the bid price inclusive of all services and taxes quoted for the contractual period upto 31/03/2024

23.5. Pursuant to ITB Clause 23.4 the following evaluation methods will be applied:

- a. Evaluation and comparison of tenders will be done taking in to consideration the cost of **service contract for a period of 3 years** as specified at clause 23.4

b. **Delivery schedule:**

The **Purchaser** desires to have delivery of the services covered under the invitation, at the time and duration specified in the schedule of requirements for conduct of examination which will be intimated in advance by 15 days to the supplier periodically.

24. Contacting the purchaser

24.1 Subject to ITB Clause 21, no bidder shall contact the **Purchaser** on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

24.2 Any effort by a bidder to influence the **Purchaser** in the **Purchaser's** bid evaluation, bid comparison or contract award decisions may result in rejection of the bidders bid.

F. Award of Contract

25. Post Qualification

25.1 In the absence of pre-qualification, the **Purchaser** will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11.2 (b) and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidders qualifications submitted by the bidder, pursuant to ITB Clause 11 as well as such other information as the **Purchaser** deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the **Purchaser** will proceed to the next lowest evaluated bid to make a similar determination of that bidders capability to perform satisfactorily.

26. Award Criteria

26.1 Subject to ITB Clause 28, the **Purchaser** will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

27. Purchaser's right to vary quantities at time of award

27.1 The **Purchaser** reserves the right at the time of award of contract and during the entire period of contract to increase or decrease the quantity of services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

28. Purchaser's right to accept any bid and to reject any or all bids

28.1 The **Purchaser** reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the purchaser's action.

29. Notification of Award

- 29.1. Prior to the expiration of the period of bid validity, the **Purchaser** will notify the successful bidder in writing by registered letter or by cable or e mail to be confirmed, that its bid had been accepted.
- 29.2 The notification of award will constitute the formation of the contract.
- 29.3 Upon the successful bidders furnishing of performance security pursuant to ITB Clause 31, the **Purchaser** will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to ITB Clause 13.

30. Signing of Contract

- 30.1 At the same time as the **Purchaser** notifies the successful bidder that its bid has been accepted, the **Purchaser** will send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties.
- 30.2 Within 15 days of receipt of notification of award, the successful bidder shall sign and date the contract and return it to the **Purchaser**.

31. Performance Security

- 31.1 Within 15 days of the receipt of notification of award from the **Purchaser**, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the **Purchaser**.
- 31.2 Failure of the successful bidder to comply with the requirement of ITB Clause 30 or ITB Clause 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the **Purchaser** may make the award to the next lowest evaluated bidder or call for new bids.

Section III: General Conditions of Contract

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1. Definitions

1.1 In this contract the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the **Purchaser** and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c. "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the **Purchaser** under the Contract;
- d. "Services" means services ancillary to the supply of the exam services, such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the contract;
- e. "GCC" means the General Conditions of Contract contained in this section.

- f. "SCC" means the Special Conditions of Contract.
- g. "The **Purchaser**" means the Organization purchasing the services, as named in SCC;
- h. "The Supplier" means the individual or firm supplying the services under this Contract;
- i. "The Project Site", where applicable means the place or places named in SCC.
- j. "Day" means calendar day.
- k. Delivery period means the period applicable up to completion of supply, installation, testing and commissioning of the equipment by the "**Supplier**" at the Project site and accepted by the "**Purchaser**"

2. Application

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

- 3.1 The services to be supplied under this Contract shall conform to the standards mentioned in the technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the services, country or origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information

- 4.1 The Supplier shall not, without the **Purchaser's** prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the **Purchaser** in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the **Purchaser's** prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the **Purchaser** and shall be returned (in all copies) to the **Purchaser** on completion of the supplier's performance under the Contract if so required by the **Purchaser**.

5. Patent Rights

- 5.1 The Supplier shall indemnify the **Purchaser** against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the services or any part thereof in India.

6. Performance Security

- 6.1 Within 15 days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the **Purchaser** in the amount specified in the Special Conditions of Contract.
- 6.2 The proceeds of the performance security shall be payable to the **Purchaser** as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- a. A Bank guarantee issued by a nationalized/ scheduled bank located in India and in the form provided in the bidding Documents or any other form acceptable to the **Purchaser**, or a demand draft.

6.4 The performance security will be discharged by the **Purchaser** and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC

7. Inspection and Tests

7.1 The **Purchaser** or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract at no extra cost of the **Purchaser**. The Special conditions of Contract (SCC 3C) and/or the Technical Specifications (Section VI and VIA) shall specify what inspections and tests the **Purchaser** requires and where they are to be conducted. The **Purchaser** shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

7.2 The inspections and test will be conducted on the premises of the purchaser. No costs will be paid to the suppliers for the inspections and testing by the purchaser

7.3 Should any inspected or tested services and associated devices to be involved in extension of the services fail to conform to the specifications, the **Purchaser** may reject them and the Supplier shall either replace or make all alternations necessary to meet specification requirements free of cost to the **Purchaser**.

7.4 The Purchasers right to inspect, test and, where necessary, reject the services in at site shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by the **Purchaser** or its representative prior to the delivery of the service

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8. Delivery and Documents

8.1 Delivery of the services shall be made by the Supplier in accordance with the terms specified by the **Purchaser** in the Notification of Award. The details of dispatching and/or other documents to be furnished by the supplier are specified in SCC.

9. Insurance

9.1 The Goods / devices to be used for the services or inspection shall be fully insured by the supplier and the purchaser has no obligation against the loss or damage incidental to the devices during the period of contract or during pre-inspection before finalization of contract

10. Transportation

10.1 Supplier is required under the Contract to deliver the scanning services at specified campuses as mentioned in schedule of requirements (Section V) during the contractual period. All transportation and logistics shall be arranged by the Supplier, and the related cost shall be included in the Contract Price bid itself.

11. Incidental Services

11.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a. Performance or supervision of the of the supplied services on-site;

- b. Furnishing of tools/ devices required for efficiently delivering the services
- c. Furnishing of detailed operations to be taken up during the delivery of service
- d. Performance or supervision or maintenance and/or repair of the goods and devices used by the supplier to deliver the services without any loss of time and inconvenience in the conduct of exams or post examination processes.
- e. Training of the **Purchaser's** Personnel and the stake holders (students and staff), on-site before the examination events and post examination processes for successful implementation of exam solution

11.2 No additional prices shall be charged by the Supplier for any incidental services, not included in the contract Price of the service

12. Payment

12.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract (SCC).

12.2 The Suppliers' request(s) for payment shall be made to the **Purchaser** in writing, accompanied by an invoice describing, as appropriate, the services delivered and after satisfying supply, installing, demonstration and training to staffs, submitted pursuant to GCC Clause 11, and upon fulfilment of other obligations stipulated in the contract.

12.3 Payment shall be made promptly by the **Purchaser** but in no case later than sixty (60) days after submission of the invoice / claim by the Supplier unless upon prior intimation to the supplier by the purchaser under for valid reasons

12.4 Payment shall be made in Indian Rupees

13. Prices

13.1 Prices charged by the Supplier for Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the special Conditions of Contract or in the **Purchaser's** request for bid validity extensions, as the case may be.

14. Change Orders

14.1 The **Purchaser** may at any time by written order given to the Supplier pursuant to GCC Clause 27, make changes within the general scope of the Contract in any one or more of the following:

- a. Service specifications and when software provisions under the Contract are to be specifically re designed for the **Purchaser**,
- b. the method of service requirement
- c. the services to be provided by the Supplier.

14.2 If any such changes cause an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the **Purchaser's** change order.

15. Contract Amendments

15.1 Subject to GCC Clause 14, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

16. Assignment

16.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the **Purchaser's** prior written consent.

17. Subcontracts

17.1 Sub contracts of any kind for delivery of the services is not permitted as this service represents timely delivery for exam related activities

18. Delays in the Supplier's Performance

18.1 Performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the **Purchaser** in its Schedule of Requirements.

18.2 If at any time during the performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the the Services, the Supplier shall promptly notify the **Purchaser** in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the **Purchaser** shall evaluate the situation and may at its discretion extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

18.3 Except as provided under GCC Clause 21, a delay by the Supplier in the performance of its delivery obligation shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless any extension of time is agreed upon pursuant to GCC clause 18.2 without the application of liquidated damages.

19. Liquidated Damages

19.1 Subject to GCC Clause 21, if the Supplier fails to deliver any or all of the Services within the period(s) specified in the Contract, the **Purchaser** shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the **Purchaser** may consider termination of the Contract pursuant to GCC Clause 20.

20. Termination by Default

20.1 The **Purchaser** may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;

- a. if the Supplier fails to deliver any or all of the services within the time period(s) specified in the Contract, or within any extension thereof granted by the **Purchaser** pursuant to clause 18; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.

20.2 In the event the **Purchaser** terminates the Contract in whole or in part, pursuant to GCC Clause 20.1, the **Purchaser** may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Supplier shall

be liable to the **Purchaser** for any excess costs for such similar services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

21. Force Majeure

21.1 Notwithstanding the provisions of GCC Clauses 18,19,20, the Supplier shall not be liable for forfeiture of its performance security, liquidation damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

21.2 For purposes of this Clause “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the **Purchaser** either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

21.3 If a Force Majeure situation arises, the Supplier shall promptly notify the **Purchaser** in writing of such conditions and the cause thereof. Unless otherwise directed by the **Purchaser** in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

22. Termination for Insolvency

22.1 The **Purchaser** may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the **Purchaser**.

23. Termination for Convenience

23.1 The **Purchaser**, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the **Purchaser’s** convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

24. Resolution of Disputes

24.1 The **Purchaser** and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

24.2. The contract shall be approved according to and governed by the Indian laws. In the event of any dispute between the parties arising under this contract, either supplier may notify the purchaser in writing the reason involved in such disputes and shall try their best to resolve it amicably or through discussion before the higher officials of both the parties and then referred to the court of law within the district jurisdiction of Coimbatore and High court at Chennai

25. Governing Language

25.1 The contract shall be written in English language. Subject to GCC Clause 26, English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

26. Applicable Law

26.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

27. Notice

27.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable and email confirmed in writing to the other Party's address specified in Special Conditions of Contract.

27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

28. Taxes and Duties

28.1. Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred for the periodical delivery of services during the contract period to the **Purchaser**. However, Sales tax (not surcharge in lieu of Sales tax) in respect of the transaction between the **Purchaser** and the Supplier shall be payable extra, if so stipulated in the Notification of Award.

29. Training / Capacity Building

29.1 Suppliers have to provide all necessary aspects for efficient implementation of the **Exam management and implementation solution being offered under the bid** by hands-on-advance training at the premises of the purchaser and in the notified campuses.

Section IV: Special Conditions of Contract

Table of Clauses

(The corresponding Clause number of the General Conditions is in parentheses)

Clause No.	Topic number (GCC clause)
1.	Definitions (Clause 1)
2.	Performance Security (Clause 6)
3.	Inspection and Tests (Clause 7)
4.	Delivery and Documents (Clause 8)
5.	Insurance (Clause 9)
6.	Incidental Services (Clause 11)
7.	Payment (Clause 12)
8.	Prices (Clause 13)
9.	Sub Contract (Clause 17)
10.	Liquidated Damages (Clause 19)
11.	Resolution of Disputes (Clause 24)
12.	Notices (Clause 27)
13.	Enclosures to Bid

Section IV: Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

- a. The **Purchaser** is **The Controller of Examinations, Tamil Nadu Agricultural University, Coimbatore-641 003** on behalf of the Tamil Nadu Agricultural University, Coimbatore-641 003
- b. The Supplier is the successful bidder as determined after comparison of technical and price bids
- c. Project site is the place(s) mentioned in the **Schedule of Requirements (Section V)**

2. Performance Security (GCC Clause 6)

2.1 Substitute Clause 6.1 of GCC by the following:

Within 15 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish performance Security for a period of **three** years to the **Purchaser** for **an amount of 5% of the estimated annual bill of cost**

2.2 Substitute Clause 6.3 (b) of GCC by the following:

A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the **Purchaser**.

2.3 Substitute Clause 6.4 of the GCC by the following:

The Performance Security will be discharged by the **Purchaser** and returned to the Supplier not less than one year following the date of completion of the Supplier's performance obligations, including the warranty obligations, under the Contract.

2.4 Add Clause 6.5 to the GCC of the following:

In the event of any contract amendment, the supplier shall, within 15 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract

3. Inspection and Tests (GCC Clause 7)

The following inspection procedures and tests are required by the **Purchaser**,

- a. The **Purchaser** or its representative shall inspect and/or test any or all the services and devices to be used for rendering of services by the supplier under the Contract specifications, prior to implementation of the service. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the **Purchaser** requires and where they are to be conducted. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the services at destination.
- b. If the service solution fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective solution to the satisfaction of the **Purchaser**.
- c. **List of Inspections to be made:**
 - I. Successful and complete demonstration of the proposed solution for scanning, barcode generation, dummy number generation, assigning digitized answer scripts to evaluators, generation of mark lists after evaluation and archiving of digitized answer scripts.
 - II. Rate and accuracy of scanning
 - III. Accompanying software solutions as listed out in section VI and VI A

4. Delivery and Documents (GCC Clause 8)

Upon delivery of the services, the Supplier shall notify the **Purchaser** the full details of delivery, description of services rendered, quantity, names of the consignee etc. The above documents shall be received by the **Purchaser** and ascertain the services rendered for payment to the supplier after each event of examinations.

5. Insurance (GCC Clause 9)

Any insurance used by the supplier for rendering of services shall be borne by the Supplier on "All Risks" basis including War Risks and Strike. The purchaser has no obligation what so ever to meet any loss or damage to the devices or tools or equipment to be used by the service provider under the contractual obligation.

6. Incidental Service (GCC Clause 11)

The supplier shall be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a. Performance or supervision of the supplied services on-site;
- b. Furnishing of tools/ devices meeting the safety standards required for efficiently delivering the services
- c. Furnishing of detailed operations to be taken up during the delivery of service

- d. Performance or supervision or maintenance and/or repair of the goods and devices used by the supplier to deliver the services without any loss of time and inconvenience in the conduct of exams or post examination processes
- e. Training of the **Purchaser's** Personnel and the stake holders (students and staff) , on-site before the examination events and post examination processes for successful implementation of exam solution
- f. Furnishing of detailed operations manual for each appropriate unit of services to be rendered;

7. Payment (GCC Clause 12)

- 7.1. The Suppliers' request(s) for payment shall be made to the **Purchaser** in writing, accompanied by an invoice describing, as appropriate, the services delivered and after satisfying supply, installing, demonstration and training to staffs, submitted pursuant to GCC Clause 8, and upon fulfilment of other obligations stipulated in the contract.
- 7.2. Payment shall be made promptly by the **Purchaser** but in no case later than sixty (60) days after submission of the invoice / claim by the Supplier unless upon prior intimation to the supplier by the purchaser under for valid reasons
- 7.3. Payment shall be made in Indian Rupees

8. Prices (GCC Clause 13)

- 8.1. Prices charged by the Supplier for Services performed under the Contract shall not vary from the prices approved by the purchaser during the award of contract quoted or at a lesser rate agreed upon by the supplier during period of the Contract.

9. Sub-Contract (GCC Clause 17)

No Sub-contract shall be permissible for delivery of the services

10. Liquidated Damages (GCC Clause 19)

10.1 For delays:

Substitute GCC Clause 19.1 by the following

Subject to Clause 21, if the Supplier fails to deliver any or all of services within the time period(s) specified in the Contract, the **Purchaser** shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Services contract price. Once the maximum is reached, the **Purchaser** may consider termination of the Contract.

11. Resolution of Disputes (GCC Clause 24)

- 11.1. The dispute resolution mechanism to be applied pursuant to GCC Clause 24 shall be as follows:

The contract shall be approved according to and governed by the Indian laws. In the event of any dispute between the parties arising under this contract, either supplier may notify the purchaser in writing the reason involved in such disputes and shall

try their best to resolve it amicably or through discussion before the higher officials of both the parties and then referred to the court of law within the district jurisdiction of Coimbatore and High court at Chennai.

12. Notices (GCC clause 27)

For the purpose of all notices, the following shall be the address of the **Purchaser** and Supplier.

Purchaser:

**The Controller of Examinations,
Tamil Nadu Agricultural University,
Coimbatore-641 003**

Supplier:

(To be filled in at the time of signing of contract by the successful bidder who was awarded the contract)

13. Enclosures to Bid:

13.1 Technical bid (Cover A):

Technical Bid shall include the duly filled up Tender documents along with

- a. Bid Security
- b. Duly attested copy of License if any, approved by the concerned Licensing Authority.
- c. For Importers Photocopy of License renewed up to date.
- d. Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
- e. Authorization of senior responsible officer of the Company to transact business.
- f. Annual turnover statement for three years **2017-18, 2018-19 and 2019 - 20** certified by the Auditor.
- g. Copies of Balance Sheet and Profit & Loss Account for three years certified by the Auditors.
- h. I.T. Clearance Certificate as on latest for the year 2019-20.
- i. Qualification Criteria – Section VI and VI-A
- j. Performance Statement - Section XI
- k. Technical literature and other documents in support of the services.
- l. Any deviations
- m. List of components under service (without prices)
- n. Official Brochure of the proposed solution

13.2 Price Bid (Cover B):

Price bid shall include

- a. Duly filled in Price Schedule - Section VII

Section V: Schedule of Requirements

ESS Category No.	Brief Description	Quantity (Number of scripts per annum)	Delivery Schedule	Bid Security(Rs.)
3.	The student count will be based on need basis and exams to be conducted in conventional mode with answer sheets Approximately 85000 answer scripts or more may needed to be digitized each year	The student count will be based on need basis and exams to be conducted in conventional mode with answer sheets Approximately 85000 answer scripts or more may needed to be digitized each year	Within 15 days from the date of issue of supply order	Rs 50,000

Place of Delivery:

ESS Category No.	Place / places
3.	The services are to be rendered at the premises of The Controllerate of Examinations, Tamil Nadu Agricultural University, Coimbatore – 641003. It may be also necessary to arrange for the services to be delivered at campuses of TNAU located at Kumulur, Trichy, Madurai, Periyakulam and Thiruvannamalai upon prior intimation

Section VI: Technical specifications (ITB 1.4; SCC 3.C)

ESS – C3: Contractual service support for digitization of answer scripts written in paper mode for evaluation with software solution

The proposed solution sought by TNAU should meet the following conditions.

- Software integration for digital conversion of scanned answer sheets to e scripts for evaluation or for post evaluation viewing
- Secure Assignment of e-scripts so generated to evaluators assigned by exam administrators
- Layered features integrating features for assignment of marks on the page being viewed
- Provision for multiple evaluations without the previous entered marks by an evaluator getting revealed subsequent evaluators
- Features for automatic score totalling, retotalling
- Provision for re assigning for re-evaluations
- Auto generated score cards corresponding student id or dummy no's that can be integrated to other exam management solutions for comprehensive report card generation
- Dedicated dashboard for exam administrators to monitor the evaluation status by assigned teachers
- Secure Cloud storage of the digitized answer scripts amenable for viewing and re-evaluation in MS-Windows, Android or iOS based computing devices

To facilitate the above, it is essential that

1. Service provider should deploy hi-speed bulk scanners capable of scanning of answer papers without damage to the answer scripts, digitization, encryption and storing for evaluation
2. Facilitate provision for bar coded/ dummy number encrypted digitized answer scripts for evaluation.
3. Solution should include software integration components for allotment of answer scripts through automated mail by the COE
4. The software solution should facilitate entering marks during evaluation on the soft copy layer itself and for automatic totaling of the marks as and when evaluated by the teacher
5. Solution should enable live dashboard for monitoring the status of assigned answer scripts for evaluation by the staff of the CoE.
6. Inclusion of provision for removal of marked layers and marks awarded on the digital answer script by earlier evaluator for repeated evaluation if necessary.
7. Facilitate generation of mark sheets in csv, excel and pdf formats.
8. Facilitate automatic remuneration computation tool to compute remuneration form of the evaluators based on the assignment.
9. Enable provision for cloud storage and digitized answer scripts with security

SECTION VI-A: QUALIFICATION CRITERIA

(Referred to in Clause 11.2 of ITB, SCC 3.C)

- a. The Bidder offering to supply the listed service has the capability to independently execute the services required as per the terms and conditions of the purchaser and with necessary experience certificates duly obtained from previously served government educational institutions in Tamil Nadu or other states in India.
- b. The bidder has the financial and technical capability necessary to perform the Contract to this end, all bids submitted shall include the following information.
- c. The bidder should be capable of deploying required scanners, other equipment and technical man power required for digitization from his end only.
- d. Details of experience and past performance of the bidder on services offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XI)
- e. Provision for cloud storage and digitized answer scripts with security
- f. The bidder should ensure that all the technical specifications as mentioned in section VI are fully met.

SECTION VII: BID FORM AND PRICE SCHEDULES

Date:

Contract No.....

To:

The Controller of Examinations
Tamil Nadu Agricultural University
Coimbatore – 641 003

Sir,

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **Contractual service support for digitization of answer scripts written in paper mode for evaluation with software solution** in conformity with the said Bidding Documents for the sum of..... (Total Bid amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted we will obtain the guarantee of a bank in a sum equivalent to 5% of the Contract Price for the due performance of the Contract, in the form prescribed by the **Purchaser**.

We agree to abide by this bid for a period of(Number) days from the date fixed for bid opening under Clause 20 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this..... day of

Signature:

(In the Capacity of):

Duly authorized to sign bid for and on behalf of

.....

PRICE SCHEDULE for ESS – C3

1	2	3		4
ESS category No.	Item Description	Rate (Rs.)		GST payable (%)
3.	Solution and services on contractual basis for Digitization of answer scripts written in paper mode using software integrated bulk scanning, assigning digitalized answer scripts for online evaluation with provision for generation of mark sheets in .csv, MS Excel and PDF formats.	Note: It is estimated that around 85,000 answer paper scripts are to be scanned every year. The rate may be quoted per script irrespective of number of pages in the script.		
		Rate / script (Rs.)	Amount for estimated 85,000 scripts (Rs.)	

Note:

(a) **This price schedule should be placed in separate sealed cover “Cover B”**

Place:
Date:

Signature of Bidder.....
Name
Business Address

SECTION VIII: BID SECURITY FORM

Whereas¹ (*hereinafter called "the Bidder"*) has submitted its bid dated (*date of submission of bid*) for the delivery of **Contractual service support for digitization of answer scripts written in paper mode for evaluation with software solution** (*name and/or description of the services*) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (name of country), having our registered office at (*address of bank*) (hereinafter called "the Bank"), are bound unto (*name of purchaser*) (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - b) does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

¹ *Name of Bidder*

SECTION IX: CONTRACT FORM

THIS AGREEMENT is made on the day of, 2021 between Tamil Nadu Agricultural University (Name and Address of **Purchaser**) represented by the Controller of Examinations, (hereinafter “the **Purchaser**”) of one part and (Name and address of **Supplier**) (hereinafter “the **Supplier**”), represented by..... (Name of the authorized signatory and designation), aged years, residing at (Full Residential Address of the signatory) of the other part:

WHEREAS the **Purchaser** is desirous that certain Goods and ancillary services should be provided by the Supplier, viz., (Brief Description of Services) and has accepted a bid by the Supplier for the supply of those services in the sum of (Contract Price in Words and Figures) (hereinafter “the Contract Price” at a price of _____ per script for estimated total number of scripts of _____ per annum).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.
 - (a) the Bid Form and Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the **Purchaser**'s Notification of Award
3. In consideration of the payments to be made by the **Purchaser** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **Purchaser** to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **Purchaser** hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

BRIEF PARTICULARS OF THE SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE

S. No.	Brief Description of	Quantity to be Supplied (For estimated number of answer scripts given in the schedule of Requirements)	Unit Price	Total Amount (3 x 4)	Taxes payable (GST %)
(1)	(2)	(3)	(4)	(5)	(6)
		Estimated 85,000* scripts			

* The number of scripts may vary as per the schedule of requirements

Total Value: 5 + 6

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said..... (For the **Purchaser**)

in the presence of

Signed, Sealed and Delivered by the

said(For the Supplier) (Signature, Name, Designation and Address with office seal)

in the presence of

1. (Signature Name and Address of Witness)

2. (Signature Name and Address of Witness)

SECTION X: PERFORMANCE SECURITY FORM

To:
**The Controller of Examinations,
Tamil Nadu Agricultural University
Coimbatore – 641 003.**

WHEREAS (Name of the Supplier) herein called “the Supplier” has undertaken, in pursuance of Contract No..... dated, to supply (Description of Services) hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of 20____.

Signature and Seal of Guarantors

.....
.....

Date 20

Address

.....
.....

(Please see Clause 11.2(b) (ii) of Instructions to Bidders)

SECTION XI: Performance Statement (for a period of last five years)

Bid No.

Name of the Firm:

Order placed by (Full Address of Purchaser) (1)	Order No. and Date (2)	Description and Quantity of ordered service	Value of order	Date of Completion of delivery	Remarks indicating reasons for late delivery if any	Has the Services been satisfactorily delivered (Attach a certificate from the Purchaser/ Consignee)

Signature and Seal of the Bidder

.....