



**TAMIL NADU PUBLIC SERVICE COMMISSION
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CHENNAI - 600 003.**

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Tender No. 1/2017

Tender Document

For

**DESIGN, PRINTING, PACKING AND SUPPLY OF OMR ANSWER SHEETS
AND OTHER PREPRINTED STATIONERIES AND SCANNING OF USED OMR
ANSWER SHEETS AND DATA PROCESING WORKS FOR VARIOUS
RECRUITMENT RELATED EXAMINATIONS**

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**TAMIL NADU PUBLIC SERVICE COMMISSION
CHENNAI – 600 003
Tender Notice**

Sealed tenders are invited up to 3.00 PM on 24.10.2017, from reputed companies / firms with relevant experience, for designing, Printing and supply of OMR Sheets and various Forms and Scanning works for various examinations to be conducted by the Commission.

Tender documents with the specification of terms and conditions, form for Technical Bid and Commercial Bid etc., can be downloaded from the websites www.tenders.tn.gov.in or www.tnpsc.gov.in

A sum of Rs.2,000/- (Rupees Two thousand only) has to be paid along with Tender Application towards the Tender Fee in the form of Demand Draft obtained from any Nationalised Bank drawn in favour of The Secretary, Tamil Nadu Public Service Commission, Chennai – 3, payable at the State Bank of India, Service Branch (8443), Chennai. The fee paid towards processing of application will not be refunded.

A Pre-bid Conference will be held on 04.10.2017 at 3.00 PM in the Commission's Office. The Technical Bid of the Tenders received up to 3.00 PM on 24.10.2017 will be opened by the Tender Inviting Authority i.e., the Secretary, Tamil Nadu Public Service Commission or any other Officer authorised by him on his behalf, in the presence of Tender Accepting Authority, i.e., Hon'ble Chairman, TNPSC at the Commission's Office by 4.00 PM on 24.10.2017.

Secretary,
Tamil Nadu Public Service Commission.

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I. Background:

Tamil Nadu Public Service Commission is mandated with the task of making Direct Recruitment to State, Subordinate and Ministerial Services and also conducts Department Tests for Government Servants using Multiple-Choice Questions (Objective Type) with Optical Mark Recognition Answer sheets for ensuring fairer and faster selection process. Some of the recruitments involve Main written Tests and Oral Tests also.

2.Objectives

This tender is floated for selecting a firm which can design, print and supply OMR answer sheets and pre-printed stationeries for the examinations conducted by the Commission. The firm should have experience in Scanning and data extraction from any data sheets by using their own software developed for data extraction for OMR and Image scanning.

3.Current IT Status in TNPSC

TNPSC is having its own software modules viz., Recruitment Process Management System (RPMS) developed for pre and post examination data processing, Scanning and data extraction and having trained personnel in handling scanning and data extraction.

TNPSC is fully equipped with necessary software and hardware infrastructure for scanning and data processing.

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II. Detailed Terms and Conditions

The terms & conditions are covered in eight major Clauses as detailed below:

1. Definitions:

In this Contract, the following terms shall be interpreted as indicated below:

- a) **“Contract”** means the agreement entered into between the Tendering Authority and the System Integrator, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- b) **“Image Processing”** includes scanning of images as well as all forms including OMR forms, answer/response sheets etc.
- c) **“Bidder”** means any firm(s) having proper legal Agreement between the parties with the lead firm taking the full responsibility of managing the project as required in the tender. The word **“Bidder”** when used in the pre award period shall be synonymous with **“System Integrator ”** or System Integrator which shall be used after award of the contract.
- d) **“The Contract Rate”** means the rate offered by the System Integrator and accepted by the Tendering Authority under the Contract for the full and proper performance of its contractual obligations;
- e) **“The Goods”** means all the all the material/ services, which the System Integrator is required to supply to the Purchaser under the Contract;
- f) **“Services”** means services ancillary to the Scope of Work hereinabove, transportation, any other incidental services and other obligations of the System Integrator covered under the Contract;
- g) **“Day”** means a working day.

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- h) “**Tendering Authority**” means The **Secretary**, Tamil Nadu Public Service Commission or any Officer of the Tamil Nadu Public Service Commission who has been authorized to issue a work order under this contract.
- i) “**Tender Accepting Authority**”: The **Hon’ble Chairman** of TNPSC
- j) “**Commission**” means Tamil Nadu Public Service Commission
- k) “**TNPSC**” means Tamil Nadu Public Service Commission

2. Scope of work

The scope of work shall be following two major activities.

Activity 1

Design, Printing, packing & Supply of OMR Answer Sheets with Barcodes, microline and water mark and other pre-printed stationeries.

- (i) Printing of Bi-Colour Blank Answer Sheets readable on OMR System, in the format to be given by the Commission and printing of pre-printed stationeries with or without variable data.
- (ii) The OMR Answer Sheets should have **Barcode** as per the specification provided by the Tamil Nadu Public Service Commission and it should be Printed on **110 GSM Maplitho Paper**. It must be proved to deliver 100% accurate reading and a Certificate to that effect must be given with each supply. **Along with barcode the other security features should include microline and water mark of the TNPSC logo.**
- (iii) The back of the OMR Answer Sheets should have instructions printed on it as per specification provided by the Commission.
- (vi) The OMR Answer Sheets are to be **packed venue-wise** in good quality firm card-board packing after packing it with water proof plastic packets. The packed OMR Answer Sheets are to be delivered as per the instructions and within the time frame fixed by the Commission.
- (viii) The OMR Answer Sheets must be supplied to the Commission’s Premises within 10 working days of placing the final approved order.

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Activity 2

Scanning of used OMR Answer sheets and data processing.

- (i) Only Double Scanning / processing of OMR Answer Sheets in the office premises of the Commission for which purpose the Agency shall set up a Bureau in the said premises and bring adequate number of OMR / image Scanners, each having a speed capacity of processing not less than **5,000 (Five thousands) Answer Sheets (Double Scanning) per hour**. Further, the Scanners should:
- (A) Capture mark sense (bubbles);
 - (B) Discriminate between smudges/ erasures and valid marks;
 - (C) Editing of Variable Master Data such as Roll Number.
- (ii) The data for both Scanners must be 100% error free. Agency shall take all sorts of measures to ensure 100% accuracy;
- (iii) Tagging OMR Data with Pre-examination master database;
- (iv) Capturing Absentee data from Attendance Sheets;
- (v) Resolving mismatches between Attendance Sheets, Roll Nos. and Question Booklet Nos./Series, as marked on OMR Sheets;
- (vi) Image scanning of OMR Answer Sheets;
- (vii) Storing the Images as per Barcode Numbers / Register Number;
- (viii) The machine should be heavy duty capable of working continuously for at least **8 hours a day**;
- (ix) Depending upon the volume of OMR Answer Sheets to be scanned and the schedule given by the Commission, the number of machines to be deployed may need to be increased/ varied from examination to examination, as per Commission's requirement;
- (x) The whole scanning activity in respect of each assignment shall be completed within the period stipulated by the Commission;
- (xi) The captured data will be stored in two separate databases; a complete image of the forms will also be stored;

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- (xii) Any kind of data discrepancy shall be sorted out by the Agency using the scanned image in the presence of Commission's representative(s).
- (xiii) The Agency shall provide back-up data on CD / DVD or in such form as may be specified by the Commission, immediately after completion of Scanning/ Scoring of Answer Sheets.
- (xiv) The Agency shall extract such data and in such form, as may be desired by the Commission, from the captured data for different purposes including item analysis.
- (xv) The Agency shall do used OMR sheet processing through OMR software and produce the final database in the required format as specified by the Commission from time to time.

3. General Terms and Conditions

i) Period of Contract

The contract shall be initially for a period of 3 years from the date of execution of the agreement with the Tendering Authority. However, the contract may be renewed for a further period of 2 years on the basis of the performance of work of the System Integrator subject to mutual terms and conditions as specified in the contract.

ii) Eligibility Criteria

- Only those firms that had an annual turnover of Rs.1 crore from IT and ITES business for any two years during the period between 2014-2015, 2015-2016 & 2016-2017) should apply.
- Only those firms that had executed any of the activities defined in this tender document, with at least 3 Government/PSU/Academic Institutions during the last year.
- Only those firms that have valid GST and PF registration Certificate and Valid PAN CARD should apply
- Only those bidders who are capable of undertaking all the two activities specified in this tender document should only.

All above eligibility conditions are mandatory and the firms not fulfilling all the above conditions shall not be considered and shall be summarily rejected. However for the evaluation of the technical bids and awarding of marks, the

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Technical Evaluation Committee shall evaluate the bids based on the criteria specified in this tender document.

iii) (1) Cost of Tender Document

Tender Documents may be download from the website www.tenders.tn.gov.in, www.tnpsc.gov.in and the Firm has to submit a Demand Draft of Rs.2000/- (Rupees two thousand) drawn only in favour of the **Secretary, Tamil Nadu Public Service Commission** payable in **“Chennai”** towards the cost of Tender documents along with the Technical Bid, **failing which the Tender will be summarily rejected.**

(2). Submission of Tenders:

The Bidders shall submit the sealed bid containing two separate sealed envelopes as prescribed below addressed to **“The Secretary, Tamil Nadu Public Service Commission, Frazer Bridge Road, Park Town, Chennai – 600 003”** by **3 P. M. on or before**/2017 in the **Tender Box kept at the Secretary’s Chamber, in TNPSC office**, for this purpose. TNPSC will not be responsible for any delay in receipt of bids. **Any bids received after the closing date and time shall not be entertained.** In case, closing date of submission of bid happens to be a holiday due to some unforeseen circumstances, the bids will be received on the next working day at the same time.

Part-I: Technical Bid: Pre-Qualification Eligibility Criteria and Mandatory Requirements:

The first sealed envelope should contain Technical Bid of the Tender along with Earnest Money Deposit by way of Demand Draft only. The envelope should be super scribed as **“Technical Bid for Printing and Supply of OMR Answer Sheets with Barcode, with security features such as, microline and water mark etc/Scanning of used OMR Answer Sheets.”**

The Bidder should satisfy the following criteria:

- (i) The Bidder’s average turnover in the last 3 Financial Years should be 1 (ONE) Corer in each year. **The bids with annual turnover less than**

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prescribed limit will not be considered for evaluation process and would be rejected without assigning any reason.

(ii) The Bidders should have minimum 5 years experience in the OMR Answer Sheets Designing, Printing and Scanning and OMR Answer Sheet scanning and result processing for recruitment examination process for minimum **5,00,000 candidates per year** during last 3 financial years.

(iii) Contractual labour deployment will not be permitted as job involves confidentiality and integrity.

(vi) Copies of Income Tax returns along with audited accounts of last three assessment years, i.e., 2014-15, 2015-16 and 2016-17 and Current Return of GSTIN and Payment of Tax must be enclosed. The bidders failing to submit relevant documents will not be considered for evaluation process and would be rejected without assigning any reason.

(vi) Similar work should have been undertaken in the past 3 (Three) years for printing & supply of OMR Answer Sheets and scanning of OMR Answer Sheets executed by the Bidder (Agency) for UPSC, other Public Service Commissions, Staff Selection Commission, Universities, CBSE, State Educational Boards, Government Departments / Boards, IITs, IIMs, Institute of Banking Personnel Selection, Railway Recruitment Boards and Central Public Sector Undertakings. **Copies of Work Completion Certificate from at least 3 clients to be enclosed during past 3 years i.e., 2014-15, 2015-16 and 2016-17.**

vii) The Agency must have been registered under the Indian Companies Act, 1956/ The Partnership Act 1932 and must possess valid Trade License & Professional Tax. **Documentary evidence of above must be enclosed.**

viii) The bidder should not have been debarred/ blacklisted by any Organization/ Board/ Council/University/ Commission and any other Government/ Government undertaking organization. **Affidavit to this effect should be submitted on stamp paper of Rs. 20/- .**

(ix) The Bidding Company must have adequate project resources with minimum of 3 own OMR scanners and 3 Image Scanners. **Proof of purchase with Model No. must be enclosed.**

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Part-II: Financial / Commercial Bid:

The second sealed envelope should contain:

The “Financial / Commercial Bid” and a photocopy of the Demand Draft as Earnest Money deposited with the Technical Bid. The envelope should be super scribed as **“Financial Bid for Printing and Supply of OMR Answer Sheets with Barcode microline and watermark/ Scanning of used OMR Answer Sheets”**.

3. Opening of Tender:

Tenders will be opened in two stages. The “Technical Bid” shall be opened on the due date and time in the presence of Bidder and their representative/s who desire to attend the Tender opening.

The “Financial Bid” shall be opened on the due date and time after the corresponding Technical Bid of the Tenders are scrutinized and possible clarifications obtained from such Bidders as may be required so as to bring the Tenders at par technically.

iv) Non-transferable Bid

The tender document is not transferable.

v) Rejection of Bid

The Secretary, Tamil Nadu Public Service Commission reserves the right to accept /reject / release or relax any or all or part of the bids received on the due date without assigning any reason whatsoever

vi) Language of bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Tendering Authority shall be in English language

vii) Bid Currency

Prices shall be quoted in Indian Rupees only. The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices.

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viii) Earnest Money Deposit (EMD)

Earnest Money of Rs. 2,00,000/- (Rupees Two lakhs) only each for Printing and Supply of OMR Answer Sheets with Barcode and other features / Scanning of used OMR Answer Sheets shall be deposited in the form of a Demand Draft only drawn in favour of the Secretary, Tamil Nadu Public Service Commission”, payable at Chennai with the Technical Bid.

Any request to adjust Earnest Money Deposit out of the Bidders running bills or pending payments with TNPSC will not be considered and the Tender will be treated as without Earnest Money Deposit and shall be rejected.

Any Tender without Earnest Money Deposit in a manner other than what is mentioned above is liable to be rejected at the discretion of the TNPSC. However, Companies having SSI (Small Scale Industry)/ NSIC registration in Tamil Nadu or similar/ relevant services shall be allowed EMD exemption upon enclosure of relevant Documents as per MSME Act.

The EMD shall be kept valid for a period of 60 days beyond Financial Bid validity period.

If for any reason, whatsoever, any Bidder withdraws or amends the Bid in any respect within the validity period or fails to enter into a contract for award of work, the entire amount of EMD will be forfeited.

- a) Offers received without Earnest Money Deposit or without enclosing the proof for claiming exemption shall be rejected. Payment of EMD by cash will not be accepted.
- b) In the case of System Integrators the EMD will be retained as interest free performance security deposit and will be refunded only after the satisfactory completion of the contract.
- c) Unsuccessful bidders' Earnest Money Deposit shall be discharged / returned within 30 days after the expiration of the period of Tender Offer validity prescribed in this tender.
- d) The Earnest Money Deposit shall be forfeited and Bid shall be rejected:

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- e) If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form or
- f) In case of a System Integrator, if the Bidder fails:
- g) To sign the contract form in accordance with the terms and conditions within seven days from the date of awarding of the contract
- h) To perform the contract as per the tender terms & conditions

ix. Refund of Earnest Money Deposit:

Earnest Money Deposit will not carry any interest. Earnest Money so deposited by unsuccessful Bidders will be refunded as soon as possible. Earnest Money Deposit of successful Bidder will be converted into Security Deposit.

x. Validity of Bids:

The Bidder shall keep the “Financial / Commercial Bid” valid for acceptance for a minimum period of 120 days after the last date for receipt of the Bids.

xi. Evaluation of Bids:

The Bidder shall quote all inclusive rate of each item mentioned separately in Price Schedule-II, clearly indicating the GST registration No. The Price Schedule shall be kept in second sealed envelope, super-scribed with words “**Financial Bid**”.

**The Bidder shall quote per sheet (two pages) rate for printing work
and
Double Scanning Rate per OMR Sheet for scanning work.**

TNPSC will evaluate the Bid in a consolidated manner for all the works as stated earlier.

xii) Service Level Agreement(SLA)

A. SLA as defined for Activity 1

- 1. Accuracy level of the Quality of OMR sheets / forms:
- 2. Delivery Capability of Supply of OMR sheets / forms:

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B. SLA as defined for Activity 2

1. Capability to scan answer sheet and store the digital Images of all pages
(in terms of no. of single page images per day) :
2. Accuracy of the final data output and their integrity :

The bidders should specify clearly in their Proposed Technical Solution, the extent to which these SLA parameters can be assured by them in objective terms. If the Proposed Technical solution does not contain the objective SLA, the technical bid will not be considered for further evaluation.

xiii) Access Rights Management:

(i) System shall provide with login screen to specific users of the system. Only authenticated users should be provided access to the application.

(ii) User types will be -

(a) Administrator to handle the application having all the Read/ Write access

(b) User to generate reports from the data

xiv) Administration

(i) Role Master: This feature is used to add the roles to the internal users for the purpose of system authorization. It is also used to search / modify / delete existing roles.

(ii) Permission Master: This feature is used to add the permission types for the roles in Role Master for system authorization purpose. It is also used to search/modify/delete existing permission types.

(iii) Role Permission Mapping: This feature is used to add the mapping of what permission is associated with which role. It is also used to search/modify/delete existing permission role map.

xv) Standards of Performance

The System Integrator shall complete the work in accordance with the specification given by TNPSC from time to time and in conformity with the

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international standards on Information Security and Audit and as per various relevant laws such as Information Technology Act 2000 and other related Laws, Rules and Regulations.

xvi) Responsibilities

A. Responsibilities of the System Integrator:

- i. Resource and Project Management as per Scope of the work
- ii. Completion of the work as mentioned in the Scope of the work
- iii. Shall appoint at the Commencement of the Project one of its representatives as a coordinator who shall act as a single point of contact with the Commission during the conduct of the project
- iv. Shall bring in all the required Hardware and Software including all kinds of consumables required for executing the contract awarded to him at his cost
- v. Shall bring in necessary personnel required for executing the contract awarded to him at his cost
- vi. Shall be responsible for any other thing that is required for executing the contract awarded

B. Responsibilities of TNPSC:

- i. Provide information/data/clarifications and
- ii. Provide necessary office space within the premises of TNPSC for scanning, data processing, printing or any other work incidental to the scope of the work

4. Technical and Commercial Bids

i) Contents of Envelopes:

Bids shall have to be submitted in two separate Envelopes comprising of Technical Bid in Envelope I & Commercial Bid in Envelope II. All two inside envelopes should be separately securely sealed and / or stamped. The sealed envelopes must be super-scribed with the following information:

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a) Type of Offer (Technical or Commercial)

b) Tender Reference Number

c) Name of Bidder

ii) Technical Bid (Envelope- I)

a. Technical Bid Envelope shall contain the following documents:

- This tender document should be duly signed by the authorized signatory of the firm in all the pages.
- Demand Draft for Tender Document in case of downloaded application forms
- Demand Draft for EMD or copy of the permanent registration certificate issued by the Department of Industries & Commerce, Government of Tamil Nadu
- Tender offer form duly filled in.
- Bidders Authorization Certificate.
- GST Registration Certificate from concerned Government Department
- Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
- Copy of Service Tax Registration Certificate.
- Copy of the PAN Card
- Copy of PF registration Certificate
- Proof of having executed any of the activities defined in this tender document in least 3 Government/Boards / PSU/Academic institutions during the last three years.
- Certificate from its Certified Chartered Accountant stating that the Bidder had a minimum annual turnover of Rupees 1 Crore from IT and ITES business during any two years between 2014-15, 2015-16 and 2016-17

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- Proof in support of Quality Certification received if any
 - Infrastructural details
 - Client feedback about the track record of the bidder
 - Technical Proposal with detailed objective SLA as assured by the bidder
- b. The Technical BID (T.B.) shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information. The T.B. shall indicate whether all services asked are quoted for and that all requirements therefore are also quoted for. The **Technical Bid** must be submitted in an organized and neat manner. No documents, brochures, etc. shall be submitted in loose form. All the pages shall be serially numbered.
- c. Tenders shall be forwarded on the letter Head of the firm, which should contain Phone Number/Fax Number. /URL, email, and other details of the firm.

iii) Commercial Bid [only one copy]

- a) Second envelope shall be marked as envelope No.II “Commercial Envelope” which contains only price schedule in the prescribed Pro forma.
- b) The Commercial bid shall be on fixed price basis, exclusive of all types of applicable taxes. If the prices quoted are accompanied by vague and conditional expressions such as “Subject to any condition or assumptions”, the same will be treated as invalid bid and shall be summarily rejected without assigning any further reason.

iv) Submission of bids

- a) The Technical Bid and the Commercial Bid shall be placed in a separate envelope super scribed: “Technical bid” or “Commercial Bid”, as the case may be, followed by the words “**Invitation of Bids for the Design & Supply of OMR sheets and various forms and Scanning work On Rate Contract Basis** ” Name of the bidder and contact address should also be written on the envelope.

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b) The Bidders shall seal the envelope No.I as Technical envelope and Envelope No.II as Commercial envelope in separate inner envelopes, duly marking the envelopes as “Envelope No.1, Technical Envelope” and “Envelope No.2 Commercial Envelope”. The two envelopes shall be placed in an outer envelope. The inner and outer Envelopes shall also be addressed to **Secretary, Tamil Nadu Public Service Commission, Chennai - 600 003**. The name and address of the Bidder shall be written on outer envelope to facilitate return unopened in case it is declared “late”.

v) Deadline for Submission of Bids

- a) Bids must be received by the Tendering Authority at the address, not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids shall be received up to the appointed time on the next working day.
- b) The Tendering Authority may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Tendering Authority and Bidders subject to the deadline shall thereafter be subject to the deadline as extended.

vi) Late Bids

Any bid received by the Tendering Authority after the deadline for submission of bids prescribed, due to any reason whatsoever it may be shall be rejected and/or returned unopened to the Bidder

vii) Withdrawal of Bids

Bids cannot be withdrawn after the opening of the bids and in case the bidder withdraws after the opening of the bid, the EMD paid by them shall stand forfeited

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viii) Period of Validity of Bids

- a) Bids shall be valid for acceptance for a period of 120 days from the date of opening of Commercial Bid. A Bid valid for a shorter period shall be rejected by The Tendering Authority as non-responsive.
- b) In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing and shall be binding.

ix) Evaluation Committees

The Technical evaluation Committee and Commercial Committee constituted by the Secretary, Tamil Nadu Public Service Commission, shall evaluate the Tenders. The decision of these Committees in the evaluation of the Technical and Commercial bids shall be final.

x) Opening of Technical Bids:

Technical Bids shall be opened either in the presence of bidders or its duly authorised representatives. The bidder's representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.

5. EVALUATION METHODOLOGY

i) Scrutiny of Technical Bid

- a) The Technical scrutiny shall be done by a Technical scrutiny Committee to be appointed by TNPSC.
- b) The inputs for the technical scrutiny shall be the information furnished by the Bidders in the Technical Bid.
- c) The technical committee shall scrutinise the bids based on the fulfilment of terms and conditions by the bidders.

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- d) The commercial bids of the bidders will be opened only on qualifying in the technical scrutiny.

ii) Scrutiny of Technology and systems proposed

The Technical Scrutiny Committee shall look into the following major criteria for Technical bid scrutiny apart from analysing the presentation

- a) Company's profile and its prominent presence in Chennai
- b) Experience in the relevant field
- c) Exposure to working with Govt. Dept / PSUs / Boards / Academic Institutions
- d) Capacity to handle large volume – Hardware and software availability
- e) Client Feedback about the track record
- f) Service Level Agreement

The above list is only an indicative list but not an exhaustive one and therefore the Technical scrutiny Committee shall have the right to look into any other criteria offered by the bidder. If necessary, the Technical scrutiny Committee may conduct System Audit at the office of the bidder to satisfy itself as to whether the claims made by such bidders are genuine or not with special reference to available infrastructure.

iii) Opening of Commercial Bids

Commercial Bids of only technically qualified Bidders as mentioned above will be opened on a date that shall be announced after the evaluation of all the technical bids as above. The date will not be later than 60 days from the date of opening of technical bid.

The Tendering Authority reserves the right to open Commercial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Tender Notice.

All the unopened commercial bids will be destroyed after three months from the date of opening of commercial bids.

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iv) Evaluation of Commercial Bids

- a) The commercial bids so opened as per this tender document, will be evaluated by a Commercial Committee to be appointed by TNPSC.
- b) The commercial bids will be evaluated purely based on the rates offered by the bidders in respect of each of the scope of work as defined in this tender document.
- c) The technically qualified bidders shall be ranked on a rating scale of 0 to 100 marks in respect of their commercial bids. The maximum score of 100 marks will be distributed in the ratio of 40:60 respectively for Activity 1 and 2 as defined in this tender document.
- d) There will not be any minimum qualifying marks and therefore all the commercial bids will be awarded marks, with the highest mark of 100% for the lowest bidders and others getting marks on pro rata basis.

v) Acceptance of Bids

The bids of only those bidders who get the highest composite score as calculated above in respect of all the items of work defined in the scope of the work in this tender document shall be considered for the award of the contract, subject to the condition that the Tendering Authority

- a) Reserves its right to enter into negotiation with such bidders with a view to get the best possible, efficient and cost effective solution and
- b) Reserves its right to award all the two activities either to one or more bidders at the negotiated final rate.
- c) Reserves the rights or reject any Tender without assigning any reason whatsoever

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vi) Notification of Award

Prior to expiration of the period of bid validity, the Tendering Authority shall notify the System Integrator in writing that its bid has been accepted.

vii) Binding Clause

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right:-

To vary, modify, revise, amend or change any of the terms and conditions in this Bid;

To reject any or all the tender/s without assigning any reason whatsoever thereof or 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(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

viii) Conditional Tenders

Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.

ix) Interpretation of the Clauses

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

6. Commercial Terms

i) Payment Schedule

- a) No advance payment will be made.
- b) In the case of scope of the work as defined in this tender document, payment shall be made within three months from the date of issue of the Payment Clearance Certificate by the Tendering Authority in respect of the completion of the said work in good and satisfactory condition and after verification of the services/reports/tasks conforming to the quality,

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specifications and other terms and conditions specified in this tender document.

- c) The office of TNPSC will deduct Service/Income Tax and other statutory taxes at Source as applicable from time to time.
- d) The payment shall be made by “Electronic Fund Transfer (EFT) or e-payment or by cheque. The System Integrators are therefore requested to indicate EFT No. and other relevant details in your offer / bill (s).The Bidder must submit their Banker’s name, address, Type of Account & Account. No. and IFSC no. etc. System Integrators are required to submit an authorization form duly signed for e-payment to them.
- e) For claiming payment the System Integrator has to submit Invoice duly pre-receipted.

ii) Contract Rate

- a) Rates charged by the supplier for goods delivered and services performed under the contract shall not be higher than the negotiated final rate agreed to in writing by the bidder
- b) Rates should be all inclusive except only the taxes payable to the State/Central Government and the bidders should specifically state the presently applicable percentage of GST.
- c) The rate quoted must be FIRM throughout the contract period. Only one rate to be quoted for each item/sub item strictly as per prescribed specification. Variation in rates shall not be considered under no circumstance whatsoever.

iii) Penalty

- a) Any delay in the time schedule prescribed by Tendering Authority shall attract a penalty as mentioned in this tender for the deviations in the SLA. However, if the delay is caused due to unavoidable circumstances, then Tendering Authority reserves the right to waive off the penalties so levied.
- b) In case of delay beyond three days, tendering authority will be at liberty to procure the services from any other agency at the risk and cost of the

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System Integrator and it also will result in the forfeiture of the Performance Security amount.

- c) For any other irregularities, mistakes, etc. in the Scanning and processing, penalty at the discretion of Tendering Authority will be imposed.**
- d) That for unsatisfactory performance owing to absence of System Integrator's staff, deficiencies in services or for some other reason the tendering authority shall be within its rights to make necessary deductions from the running bills of the System Integrator for such deficiency in services.

Alternatively, the tendering authority may, after giving an opportunity of being heard to the System Integrator, get such deficiencies fulfilled at the cost and responsibility of the System Integrator.

- e) Where any claim for the payment of a sum of money arises, out of or under this contract against the System Integrator, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security deposit of the System Integrator. In the event of the performance security being insufficient, the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the System Integrator under this and any other persons contracting through the Secretary, TNPSC.

7. Legal Issues

i) Suspension of Work

- a) The System Integrator shall, if ordered in writing by the tendering authority for non-performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered.
- b) The System Integrator shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the System Integrator, if request for same is made and

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that the suspension was not consequent to any default or failure on the part of the Bidder.

- c) In case the suspension of works, is not due to any default or failure on the part of the System Integrator, and lasts for a period of more than 2 months, the System Integrator shall have the option to request the tendering authority to terminate the Contract with mutual consent.

ii) Termination for Insolvency

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

iii) Termination

- a) The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the System Integrator, terminate the Contract in whole or part:-
- b) If the System Integrator fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract,
- c) If the System Integrator fails to perform as per the Quality standards and as per the Scope of the Work
- d) The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the System Integrator, without assigning any reason may terminate the Contract in whole or part:, if the tendering authority satisfies that the services of the System Integrator are no more required or System Integrator is not executing its services properly..
- e) If the System Integrator after the issue of the award of the contract fails to abide by the terms and conditions of the tender document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority will have the right to forfeit

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the EMD, invoke performance security deposited by the firm and get the work done from other System Integrator at the risk and consequences of the first System Integrator. The cost difference between the alternative arrangements and System Integrator's bid value will be recovered from the firm along with other

incidental charges including transportation, taxes, etc. in case tendering authority is forced to work done through alternative sources and if the cost is lower, no benefit on this account would be passed on the System Integrator.

- f) In case of failure by the bidder to carry out the job in accordance with provisions of the contract and as per the Scope of the Work, the tendering authority will have right to cancel the contract and award it to any other System Integrator and any loss sustained thereby will be recoverable from the first System Integrator.
- g) Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

iv) Force Majeure

- a) The System Integrator shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the System Integrator and not involving the System Integrator's fault or negligence and not foreseeable.
- c) Such events may include, but are not limited to, acts of the Tendering Authority in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- d) If a force Majeure situation arises, the System Integrator shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing,

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the System Integrator shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

v) Resolution of Disputes

- a) The Tendering Authority and the System Integrator shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.
- b) If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the System Integrator have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by the mutual consent. All arbitrations shall be held in Chennai.

vi) Indemnity Clause

- a) The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred interalia during and after the contract period out of:-
- b) Any negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or
- c) incidental to this contract or
- d) Any breach of any of the terms of this contract by all System Integrators or any sub-contract or third party.

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8. Detailed Technical Specifications:

i) SPECIFICATIONS FOR DESIGN, PRINTING, PACKING & SUPPLY OF OMR ANSWER SHEETS AND OTHER PREPRINTED STATIONERIES.

Quotation is invited for design, printing, packing & supply of OMR Answer sheets

and Pre-printed stationeries

1.110 GSM OMR Sheets

2.110GSM OMR Sheets

These forms should be in two colours

ii) Specification of the Scanners to be used for activity 2 as defined in this tender document:

(i) Post Examination Process (Objective)

1. OMR / Image processing & Data extraction,
2. Verification & Validation of answer sheets
3. Generation of centre wise absentee list

4.

Post-Examination Work Report

- i. Centre wise Duplicate Roll No
- ii. Centre wise Out of Range & Blank Roll No
- iii. Centre wise Blank & Mismatch (ICR/OMR) Serial Code
- iv. Centre wise Absent List

Export data

- i. Importing data from excel / .csv (example Venue Lists)
- ii. Exporting the data to integrate with the Online Application data (example- OMR answer sheets after valuation, Result of the applications etc.)

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8.1. Delivery Schedule:

(1) Schedule of delivery will be indicated by the Commission for each job/ project/ examination. It may be kept in mind that time is the essence of this contract. Bidders may note that award of work will be on a project to **project basis – one project being one examination**. There may be overlapping of projects in which case the Bidder will have to ensure that there is no mix up of material or delay in respect of multiple examinations.

(2) **Penalty:** The following penalties will be imposed by the Commission in the event of failure by the Agency to complete the work within the time frame fixed by the Commission:

(a) Printing:

(i) For each day of delay beyond the scheduled date AND TIME OF SUPPLY – **Rs.5,000/- (Rupees FIVE Thousand) only per day.**

(ii) For missing sheets/ mistakes in numbering / BARCODING etc. – **Rs.1,000/- (Rupees One Thousand) only per sheet.**

(b) Scanning:

(i) For each day of delay, occurs on the part of system integrator, beyond three days of the scheduled date of completion – **Rs. 8,000/- (Rupees Eight Thousand) only per day.**

(ii) For mistakes exceeding one in 1,00,000 sheets – **Rs. 5,000/- (Rupees Five Thousand) only per sheet.**

Note: The term “Scanning” in this clause will also mean and include reports, data and images as prescribed by the Commission as per defined scope of work.

8.2. Payment Terms:

No advance payment for any activity entrusted to the company / companies.

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8.3. Other Terms & Conditions:

- (i) Printed terms and condition of the Bidders will not be considered as forming part of the Tenders. No deviation shall be acceptable in the terms and conditions of the contract applicable to this invitation to Tender.
- (ii) Hypothetical and conditional Tenders will not be entertained.
- (iii) The Tamil Nadu Public Service Commission reserves the right to accept or reject all or any of the Tenders without assigning any reason.
- (v) Scanning of OMR (110 GSM) Answer Sheets in such quantities as may be indicated by the Commission from time to time shall be completed within such time as may be stipulated by the Commission.
- (vi) The Tamil Nadu Public Service Commission reserves the right to terminate the contract at any time if it is satisfied that the Agency has failed to fulfill its obligations as per the terms & conditions contained in the Price Agreement. The decision of the Tamil Nadu Public Service Commission in this regard would be final and binding.

9. INFORMATION IN A NUTSHELL

Cost of Tender Document : **Rs. 2000/- (Rupees two Thousand only)** to be submitted with the Technical Bid.

Earnest Money Deposit : Rs.2,00,000/- (Rupees Two Lakhs only)
To be submitted with the Technical Bid

10. Arbitration:

In the event of any dispute or differences, the matter will be referred to the sole arbitration of a Group "A" Officer appointed by the Chairman, Tamil Nadu Public Service Commission.

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11. PACKING INSTRUCTIONS

The Agency will also ensure that the OMR Answer Sheets are to be **packed as per the packing list supplied by the Commission**, in good quality card board packing after wrapping it with butter cover papers/ plastic packets. The outer card board is to be sealed with tamper proof proper seal, a specimen of which should be enclosed with the invoice/ bill. A label indicating the serial number of the OMR (110 GSM) Answer Sheets kept in butter cover papers/ plastic packets may be pasted on the outer card board. The packing and seal should be such as to withstand the hazards of transportation and climatic conditions and as per Commission's instructions. Special care should be taken in numbering of the Answer Sheets, so as to avoid sheets with duplicate numbers/without numbers, etc.

Any deficiency in carrying out these instructions may invite a penalty.

Note: The rates quoted by the Agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract, which may be indicated with appropriate break-up.

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SCHEDULE-I
TECHNICAL BID

** All information called for in the forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable."*

A. Profile of the Company

1	Name of the Organisation	:	
2	Structure of the Organisation	:	
3	Address of the Organisation	:	
4	Phone number	:	
5	Fax Number	:	
6	E-mail address	:	

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7. We have enclosed the following documents:

(Bidder has to mention against each item whether it is enclosed or not. If enclosed please mention the page number for ready reference)

Sl.No	Name of the Document	Enclosed / Not Enclosed	Page No
1.	Tender document duly signed by the authorized signatory of the firm in all the pages		
2.	Demand Draft / Pay order for Tender fee.		
3.	Demand Draft for EMD or copy of the permanent registration certificate issued by the Department of Industries & Commerce, Government of Tamil Nadu		
4.	Tender offer form duly filled in and signed.		
5.	Bidders Authorization Certificate.		
6.	Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)		
7.	Copy of Service Tax / GST Registration Certificate.		
8.	Copy of the TIN certificate		
9.	Copy of PF registration Certificate		
10.	Proof of having executed an assignment in clause 2 (2) of this tender document in Govt/PSU/Academic Institution during the last three years		
11.	Certificate from its Certified Chartered Accountant stating that the Bidder had a minimum annual turnover of Rupees 1 Crore during any two years during the period of 2014 - 2015, 2015-16 to 2016 - 2017.		

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12.	Proof in support of Quality Certification received if any		
13.	Infrastructural details		
14.	Client feedback about the track record of the bidder		
15.	Technical Proposal with detailed objective SLA as assured by the bidder		
16.	Write ups (As specified in the tender document) 1. 2. 3. 4.		
17.	Other documents (Specify) i. ii. iii. iv. v.		

Certificate

I / We have read the tender documents completely and understood the requirements and conditions laid down in it. We certify that our firm is eligible to participate in this tender as per the eligibility criteria specified in this tender document. I/We will abide by the tender Terms and conditions given in the documents. I/We have signed in all the pages of the tender documents.

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SCHEDULE - II
COMMERCIAL - BID

Sl.	Scope of the Work	Description	Rate (in Rupees)	Rate (in figures)
1	Activity 1 Design, Printing, Packing & supply (as defined in this tender document)	i) 110 GSM OMR answer Sheets with barcode and security features; (Instructions in one page and OMR answer fields in next page) per sheet of 2 pages (ii) 110 GSM OMR forms and Pre-Printed Stationeries with single page printing.		
2	Activity 2 Scanning & Data extraction (as defined in this tender document)	Per single page image		

Note:

1. Due weightage will be given in the ratio of 40 : 60 respectively to the Activity 1 and Activity 2 as mentioned in this tender document.
2. Among the items of Activity 1(i) and 1(ii) the rate quoted for Activity 1(i) will be considered for price bid ranking.

The above rates are all inclusive except only the taxes payable to the State/Central Government and the present applicable taxes are as follows:

GST : %

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