



TAMIL NADU PUBLIC SERVICE COMMISSION

**No.3, TNPSC ROAD, PARK TOWN,
CHENNAI – 600 003**

Telephone Nos. 044-25300305 and 044-25300405

e-mail: mcdb.tnpsc@tn.gov.in

Tender No.632/2022

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

**Tamil Nadu Public Service Commission
TNPSC Road,
VOC Nagar, Chennai,
Tamil Nadu-600003
www.tnpsc.gov.in**

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Advertisement No.632/2022



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

Tender Notice

Sealed tenders are invited up to 03.00 PM on 07.10.2022, 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 Pre-bid Meeting will be held on 26.09.2022 at 3:00 PM in the Commission's Office. The Technical Bid of the Tenders received up to 3:00 PM on 07.10.2022 will be opened by the Tender Inviting Authority i.e., the Controller of Examinations, 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 07.10.2022.

Controller of Examinations,
Tamil Nadu Public Service Commission

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Fact Sheet

Sl. No	Particulars	Details
1	Tender No.	632 / 2022
2	Tender Notification Date	16/09/2022
3	Selection Method	Tender will be awarded to the Bidder with the highest score based on the QCBS Evaluation Method
4	RFP Issued by	Tamil Nadu Public Service Commission (TNPSC)
5	EMD	Earnest Money Deposit of Rs.2,00,000/- (Rupees Two Lakh only). Demand Draft in favour of Secretary, TNPSC payable at Chennai from any of the nationalized bank
6	Nodal Officer for Correspondence and Clarifications	Controller of Examinations, TNPSC 044-25300351; 044-25300405 mcdb.tnpSC@tn.gov.in
7	Last date for receiving Pre-Bid queries	@5:00 PM on 22.09.2022
8	Pre-bid Meeting	@ 3:00 PM on 26.09.2022
9	Issue of addendum / clarification if any required	29.09.2022
10	Last date for bid submission	@ 3:00 PM on 07.10.2022
11	Opening of Technical bid cover I	@ 4:00 PM on 07.10.2022
12	Declaration of qualified bidders as per the details furnished in Questionnaire and Annexure	10.10.2022
13	Presentation & demonstration by Qualified bidders	@ 10:00 AM on 13.10.2022
14	Opening of Financial Bid of technically eligible bidders	@ 4:00 PM on 14.10.2022
15	Bid validity Period	180 days

Note: The above dates are tentative and subject to change

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1. **ABOUT TNPSC**

(a) 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.

(b) 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.

(c) 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.

2. **DEFINITIONS**

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

“**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;

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"**Image Processing**" includes scanning of images as well as all forms including OMR forms, answer/response sheets etc.

"**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.

"**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;

"**The Goods**" means all the material/ services, which the System Integrator is required to supply to the Purchaser under the Contract;

"**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;

"**Day**" means a working day;

"**Tendering Authority**" means **The Controller of Examinations, 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.

"**Tender Accepting Authority**": The **Hon'ble Chairman** of TNPSC

"**Commission**" means Tamil Nadu Public Service Commission

"**TNPSC**" means Tamil Nadu Public Service Commission

3. INTERPRETATION

- (a) References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa
- (b) References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this tender

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- (c) The headings are inserted for convenience and are to be ignored for the purposes of construction
- (d) Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.
- (e) In case of any inconsistency between this tender and the Bid made to TNPSC, the terms of this Tender shall prevail. In case the tender is silent on the items contained in the bid, and/or any ambiguity in the tender document or in the agreement to be signed, the decision of TNPSC shall be final & binding on the Bidder/ Bidders.

4. REQUEST FOR PROPOSAL

Tenders are invited from eligible, reputed and qualified IT firms for implementation and execution of the requirements as detailed out in the scope of work of this RFP document.

5. BASIC INFORMATION

TNPSC, Chennai invites responses ("Proposals") to this Request for Proposals ("RFP") from Companies / Agencies ("Bidders") for selection of "Service Provider".

Proposals must be received not later than the time, date at the venue mentioned in the Fact Sheet. Proposals received after the deadline **WILL NOT BE CONSIDERED** in this service procurement process.

Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications and in case of any ambiguity the TNPSC's clarification will be final.

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6. 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 2019-2020 to 2021-2022 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 apply.

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

III. Submission of Tender:

(1) Downloading of Tender Document

The Tender Document can be downloaded from the websites www.tenders.tn.gov.in & www.tnpsc.gov.in at free of cost.

(2) Submission of tenders:

The Bidders shall submit the sealed bid containing two separate sealed envelopes as prescribed below addressed to **“The Controller of Examinations, Tamil Nadu Public Service Commission, TNPSC Road, Park Town, Chennai – 600 003”** by 3:00 PM **on or before 07.10.2022** in the **Tender Box** kept **at the Controller of Examinations’ 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) Crore in each year. **The bids with annual turnover less than prescribed limit will not be considered for evaluation process and would be rejected without assigning any reason.**

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- (ii) The Bidders should have minimum 5 years experience in the OMR Answer Sheets Designing, Printing and Scanning of OMR Answer Sheet 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.**
- (iv) Copies of Income Tax returns along with audited accounts of last three assessment years, i.e., **2019-2020 to 2021-2022** 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.**
- (v) 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., 2019-2020 to 2021-2022.**
- (vi) 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.**
- (vii) The bidder should not have been debarred/ blacklisted by any Organization/ Board/

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Council/University/ Commission and any other Government/ Government undertaking organization. **Affidavit to this effect should be submitted on a Non-Judicial stamp paper to the value of Rs. 20/- .**

- (viii) 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.**

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 Controller of Examinations, 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

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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.

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.

- (1) 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.

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- (2) 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.
- (3) 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.
- (4) The Earnest Money Deposit shall be forfeited and Bid shall be rejected:
 - (i) If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form or
 - (ii) In case of a System Integrator, if the Bidder fails:
 - (a) To sign the contract form in accordance with the terms and conditions within seven days from the date of awarding of the contract
 - (b) 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 Annexure-III, clearly indicating the GST registration No. The Price Schedule shall be kept in second sealed envelope, super-scribed with words "**Financial Bid**".

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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.

7. SCOPE OF THE WORK

The scope of work shall be broadly classified into two major activities:

Activity – I:

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

- (1) 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.
 - (a) 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.**
 - (b) The OMR Answer Sheets shall be in two parts with perforation in between as per the size specified by the Commission along with personal details of each candidate viz. Name, photograph, Register Number, Venue details, optional subjects etc., and special packing with additional cover and labelling.

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- (c) The OMR Answer sheet shall be 2 pages per sheet with instructions on one page and OMR answer fields on another page as per specification provided by the Commission.
- (2) Printing of Attendance Sheets in 110 GSM OMR forms (Double page) and other pre-printed stationeries with variable candidates' data.
- (3) Printing, packing and supply of Venue Wise sticker labels (12 stickers per sheet) with variable data printing (Like Name, Register Number and Photograph)
- (4) Printing, Stitching with answer booklets supplied by TNPSC, packing (Venue Wise) and supply of three part 110 GSM OMR mark sheets with variable data printing.

B. Requirements for packing of OMR Answer Sheets:

- (1) 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.
- (2) 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.

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- (3) The OMR Answer Sheets must be supplied to the Commission's Premises within 10 working days of placing the final approved order.
- (4) Any deficiency in carrying out these instructions may invite a penalty.

Activity – II

A. Scanning of used OMR Answer sheets and data processing

- (1) Only Double Scanning /processing of OMR Answer Sheets (Answer Portion and Personalised Portion) 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.
- (2) The data obtained from both scanners must be 100% error free. Agency shall take all sorts of measures to ensure 100% accuracy
 - (3) Data entry of OMR sheet which cannot be scanned.
 - (4) Raw data capture and handing over of the same in soft copy format.
 - (5) Tagging OMR Data with Pre-examination master database;
 - (6) Capturing Absentee data from Attendance sheets;
 - (7) Resolving mismatches between Attendance Sheets, Roll Nos. and Question Booklet Nos. / Series, as marked on OMR sheets;

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- (8) Image scanning of OMR Answer Sheets (Both Personalised and Response portion);
- (9) Storing the images as per Barcode Numbers / Register Number or any other sequence / format required by the Commission;
- (10) The Agency shall develop a software in such a way that it automatically identifies the Answer Sheets wherein;
 - (a) Question Booklet Number have not been written
 - (b) Candidate Sign does not appear
 - (c) Candidate Thumb Impression does not appear
 - (d) Room Invigilator Not Signed.
- (11) The machine should be heavy duty and capable of working continuously for at least 8 hours a day;
- (12) Depending upon the volume of OMR Answer Sheets to be scanned and the schedule given by the Commission, the number of machines and adequate manpower to be deployed may need to be increased / varied from examination, as per Commission's requirement;
- (13) The whole scanning activity in respect of each assignment shall be completed within the period stipulated by the Commission;
- (14) The captured data shall be stored in two separate databases; a complete set of images of the OMR Sheets will also be stored;
- (15) The software should have Bar code and QR Code reading capability
- (16) The agency shall make necessary arrangements to scan and process the captured data of both Answered Portion and Personalized Portion at the same time.
- (17) Merging the data of Answered Portion and Personalized Portion.

- (18) Difference shall be identified between the actual shading of the answers in OMR Answer Sheets (Response Portion) and in the abstract of the total count of (As),(Bs),(Cs),(Ds) and (Es) as entered by the candidate in Personalized Portion of OMR Answer Sheets.
- (19) Any kind of data discrepancy shall be identified and sorted out by the Agency using the scanned Image in the presence of Commission's representative(s).
- (20) The Agency shall provide back-up of all database and images on Digital Versatile Disk (DVD) / Hard Disk Drive (HDD) / External Hard Disk Drive (Drive) or in such form / media as may be specified by the Commission, immediately after completion of Scanning of Answer Sheets.
- (21) 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.
- (22) The Agency shall extract such data in the format, as may be desired by the Commission from the captured data for different purposes including item analysis.
- (23) Updated OMR reading software should be given as per the requirement submitted by the Commission without any additional cost.
- (24) Necessary training should be given to the Commission's staff for usage of the software.
- (25) Standby unit shall be placed during repair / break down if the machine is not repaired within 24 hrs.
- (26) Various reports shall be generated and furnished as may be required by the Commission from time to time.
- (27) The developer of the agency shall be present at any time if required by the Commission.

- (28) The agency shall make software modifications required by the Commission from time to time without any additional cost.

B. Descriptive Type Examination Answer Sheets:

- (1) The agency shall create cropping software for Descriptive Type Examination for Cropping the scanned images of Descriptive Type Answer Sheet as required by the Commission from time to time.
- (2) The Software should have Bar code and QR Code reading capability.
- (3) The agency shall depute necessary manpower to crop the Descriptive Type Answer Sheet if needed by the Commission.
- (4) The agency shall make necessary software modification and testing of software before all the Descriptive Type Exam for Cropping the Answer Sheets for Subject Wise / Question Wise.
- (5) The agency shall generate and furnish various reports and software modification required by the Commission from time to time.

8. DETAILED TECHNICAL SPECIFICATIONS:

(a) Specifications for design, printing, packing & supply of OMR answer sheets and other pre-printed stationeries.

Designing, printing, packing & supply of OMR Answer sheets and Pre-printed stationeries in 110 GSM and two Colours

(b) Specification of the Scanners to be used for Activity II 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

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(ii) Post-Examination Work Report

- (1) Centre wise Duplicate Roll No
- (2) Centre wise Out of Range & Blank Roll No
- (3) Centre wise Blank & Mismatch (ICR/OMR) Serial Code
- (4) Centre wise Absent List

(iii) Export data

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

(c) Delivery Schedule

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.

(d) 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:

(e) Printing

- (1) For each day of delay beyond the scheduled date and time of supply – **Rs.5,000/- (Rupees FIVE Thousand only) per day.**

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

(f) Scanning

- (1) 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.**
- (2) 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.

(g) Payment Terms

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

9. OTHER TERMS & CONDITIONS

- (1) 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.
- (2) Hypothetical and conditional Tenders will not be entertained.
- (3) The Tamil Nadu Public Service Commission reserves the right to accept or reject all or any of the Tenders without assigning any reason.
- (4) 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.

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- (5) 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 fulfil 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.

10. TECHNICAL AND COMMERCIAL BIDS

(a) 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:

- (1) Type of Offer (Technical or Commercial)
- (2) Tender Reference Number
- (3) Name of Bidder

(b) Technical Bid (Envelope- I)

Technical Bid Envelope shall contain the following documents along with the details as required in Annexure I and II.

- (1) This tender document should be duly signed by the authorized signatory of the firm in all the pages.
- (2) Demand Draft for Tender Document
- (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.
- (5) Bidder's Authorization Certificate.

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- (6) GST Registration Certificate from concerned Government Department.
- (7) Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
- (8) Copy of Service Tax Registration Certificate.
- (9) Copy of the PAN Card
- (10) Copy of PF registration Certificate
- (11) Proof of having executed any of the activities defined in this tender document in at least 3 Government Departments / Boards / PSU / Academic institutions during the last three years.
- (12) 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 2019-2020 to 2021-2022.
- (13) Proof in support of Quality Certification received if any.
- (14) Infrastructural details
- (15) Client feedback about the track record of the bidder
- (16) Technical Proposal with detailed objective SLA as assured by the bidder
- (17) The Technical Bid shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information. The Technical Bid 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.

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- (18) 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.

(c) Commercial/ Financial Bid – Envelope II [only one copy]

Commercial/ Financial Bid shall contain the details as required in Annexure III.

- (1) Second envelope shall be marked as envelope No.II "Commercial Envelope" which contains only price schedule in the prescribed Proforma.
- (2) 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.

(d) Deadline for Submission of Bids

- (1) 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.
- (2) 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".

(e) 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.

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(f) 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

(g) Period of Validity of Bids

- (1) 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.
- (2) 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.

11. 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.

12. EVALUATION COMMITTEES

The Technical evaluation Committee and Commercial Committee constituted by the Controller of Examinations, 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.

13. EVALUATION METHODOLOGY

(a) Scrutiny of Technical Bid

- (1) The Technical scrutiny shall be done by a Technical scrutiny Committee to be appointed by TNPSC.

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- (2) The inputs for the technical scrutiny shall be the information furnished by the Bidders in the Technical Bid.
- (3) The technical committee shall scrutinise the bids based on the fulfilment of terms and conditions by the bidders.
- (4) The commercial bids of the bidders will be opened only on qualifying in the technical scrutiny.

(b) 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:

- (1) Company's profile and its prominent presence across various recruitment agencies (UPSC, other PSCs etc.,)
- (2) Experience in the relevant field
- (3) Exposure to working with Govt. Dept / PSUs / Boards / Academic Institutions
- (4) Capacity to handle large volume – Hardware and software availability (Minimum and Maximum Volume Per day and capacity to scale up – No. of systems)
- (5) Client Feedback about the track record
- (6) Service Level Agreement

Note: 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.

(c) Opening of Commercial Bids

- (1) 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.
- (2) 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.
- (3) All the unopened commercial bids will be destroyed after three months from the date of opening of commercial bids.

(d) Evaluation of Commercial Bids

- (1) The commercial bids so opened as per this tender document, will be evaluated by a Commercial Committee to be appointed by TNPSC.
- (2) 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.
- (3) 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.
- (4) 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.

14. 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 reserves the right;

- (1) To enter into negotiation with such bidders with a view to get the best possible, efficient and cost effective solution.
- (2) To award all the two activities either to one or more bidders at the negotiated final rate.
- (3) To draw and maintain a panel of bidders at the negotiated final rate so as to award any activity to any bidder as the Commission may deem fit and necessary.
- (4) To reject any Tender without assigning any reason whatsoever.

15. 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.

16. 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:

- (1) To vary, modify, revise, amend or change any of the terms and conditions in this Bid;
- (2) 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.

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17. AMBIGUOUS / CONDITIONAL TENDERS

Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.

18. 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.

19. COMMERCIAL TERMS

(a) Payment Schedule

- (1) No advance payment will be made.
- (2) 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, specifications and other terms and conditions specified in this tender document.
- (3) The office of TNPSC will deduct Service/Income Tax and other statutory taxes at Source as applicable from time to time.
- (4) The payment shall be made by Electronic Fund Transfer (EFT) or Electronic Clearing Service (ECS) or e-payment or by cheque. The System Integrators shall therefore 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.
- (5) For claiming payment the System Integrator has to submit Invoice duly pre-receipted.

(b) Contract Rate:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) No cost escalations shall be provided during the contract period.

(c) Penalty

- (1) 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.
- (2) 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 System Integrator and it also will result in the forfeiture of the Performance Security amount.
- (3) For any other irregularities, mistakes, etc. in the Scanning and processing, penalty at the discretion of Tendering Authority will be imposed.
- (4) 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

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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.

- (5) 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 sub 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 Controller of Examinations, TNPSC.

20. LEGAL ISSUES

(a) Suspension of Work

- (1) 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.
- (2) 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 that the suspension was not consequent to any default or failure on the part of the Bidder.
- (3) 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

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shall have the option to request the tendering authority to terminate the Contract with mutual consent.

(b) 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.

(c) Termination

- (1) The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the System Integrator, without assigning any reason may terminate the Contract in whole or part:
 - (a) If the System Integrator fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract,
 - (b) If the System Integrator fails to perform as per the Quality standards and as per the Scope of the Work.
 - (c) 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.
 - (d) 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 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.

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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.

- (2) 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.
- (3) Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

(d) Force Majeure

- (1) 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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (2) 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.
- (3) 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.
- (4) 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, the System Integrator shall continue to perform its obligations under

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the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

(e) Resolution of Disputes / Arbitration:

- (1) 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.
- (2) If, after 30 (thirty) 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 the sole arbitration of a Group A Officer appointed by the Chairman TNPSC. The sole arbitrator so appointed shall arrive at a decision which shall be binding on both the parties.
- (3) However, during the period of doubt, disagreement or dispute, both the Selected Bidder and the TNPSC shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to either the TNPSC or the Selected Bidder to interfere in or prevent normal functioning of the Project.
- (4) All arbitrations shall be held in Chennai.
- (5) This Agreement shall be governed by the Laws of India for the time being in force and subject to exclusive jurisdiction of Courts at Chennai.

(f) Indemnity Clause

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

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arising or incurred inter-alia during and after the contract period out of:

- (a) Any negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or incidental to this contract or
- (b) Any breach of any of the terms of this contract by all System Integrators or any sub-contract or third party.

21. SERVICE LEVEL AGREEMENT(SLA)

(1) SLA as defined for Activity I

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

(2) SLA as defined for Activity II

- (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.

(3) Access Rights Management

- (1) System shall provide with login screen to specific users of the system. Only authenticated users should be provided access to the application.
- (2) User types will be:
 - (a) Administrator to handle the application having all the Read / Write access
 - (b) User to generate reports from the data

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(4) Administration

- (1) **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.
- (2) **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.
- (3) **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.
- (4) **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 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.:

22. RESPONSIBILITIES

(a) Responsibilities of the System Integrator

- (1) Resource and Project Management as per Scope of the work
- (2) Completion of the work as mentioned in the Scope of the work
- (3) 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
- (4) 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
- (5) Shall bring in necessary personnel required for executing the contract awarded to him at his cost

- (6) Shall be responsible for any other thing that is required for executing the contract awarded

(b) Responsibilities of TNPSC

- (1) Provide information/data/clarifications and
- (2) 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

23. CONFIDENTIALITY

The Selected Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the TNPSC's business or operations without the prior consent of the TNPSC. The legal liability for breach of confidentiality by the bidder and its employees solely lies with the bidder.

24. FRAUDULENT AND CORRUPT PRACTICES

- (a) The Selected Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, TNPSC shall reject a Proposal without being liable in any manner whatsoever to the Selected Bidder, if it determines that the Selected Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Examination / Selection Process. In such an event, TNPSC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security.
- (b) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (1) Corrupt practice" means;

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- (a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Examination / Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of TNPSC who is or has been associated in any manner, directly or indirectly with the Examination / Selection Process or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of TNPSC, shall be deemed to constitute influencing the actions of a person connected with the Examination / Selection Process); or
 - (b) engaging in any manner whatsoever, whether during the Examination / Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of TNPSC in relation to any matter concerning the Project;
- (2) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Examination / Selection Process;
 - (3) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Examination / Selection Process;
 - (4) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by TNPSC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the

Examination / Selection Process; or (ii) having a Conflict of Interest;

- (5) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Selected Bidders with the objective of restricting or manipulating a full and fair competition in the Examination / Selection Process.

25. PROPRIETARY RIGHTS

All rights, title and interests in and to the Services Environment and any other material used by the Selected Bidder in the provision of the Services shall exclusively belong to the Selected Bidder or its licensors ("Selected Bidder Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services, Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the selected bidder or its licensors and TNPSC shall not be entitled to claim any rights therein. All data related to examination process are exclusive property of TNPSC. Selected bidder shall not use the TNPSC logo or marketing material unless until they are specifically authorized by TNPSC to do so.

26. CLARIFICATIONS TO THE RFP

A prospective Bidder requiring any clarification in the RFP may send email to mcdb.tnpsc@tn.gov.in 3 days before the pre-bid meeting; Clarifications to the queries (if any) by the bidders and corrigendum's (if any) will be published in the websites viz., <https://www.tnpsc.gov.in> and <https://www.tenders.tn.gov.in>. Corrigendum and clarifications will not be published in dailies.

27. AMENDMENT TO THE TENDER

- (a) A Pre-bid meeting will be held for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by TNPSC. The Bidders are requested to participate in the Pre-bid meeting and get the clarifications.
- (b) Before closing of the Tender, clarifications and corrigendum (if any) will be notified in the websites mentioned in the Tender Schedule. The Bidders shall periodically check for the

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amendments or corrigendum or information in the websites till the closing date of this Tender.

- (c) TNPSC will not make any individual communication and will in no way be responsible for any information missed out by the bidders.
- (d) Before the closing of the Tender, TNPSC may amend the Tender document as per requirements or wherever it feels that such amendments are absolutely necessary. Amendments also may be given in response to the queries by the prospective Bidder(s). Such amendments will be notified in the websites mentioned in the tender schedule. It is bidder responsibility to keep checking the website for any changes or clarifications or corrigendum to the tender document.
- (e) TNPSC at its discretion may or may not extend the due date and time for the submission of bids on account of any amendments.
- (f) TNPSC is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder failure to update the Bid documents on changes announced through the website.

28. TNPSC RESERVES THE RIGHT TO:

- (a) Negotiate with Successful (L1) Bidder whose offer is the lowest evaluated price for further reduction of prices.
- (b) Insist on quality
- (c) Reallocate the Project to other Bidder/Bidders if the performance of the Bidder is not as per the Tender Schedule.
- (d) Inspect the Bidders' Premises/Company before or after placement of orders and based on the inspection.
- (e) Withhold any amount for the deficiency in Quality/Service aspect of the ordered items.

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29. EXECUTION OF CONTRACT

- (a) The Successful Bidder should execute a Contract in the INR 20 non-judicial Stamp Paper bought in Tamil Nadu only in the name of the Bidder within 10 working days from the date of Letter of Acceptance issued by TNPSC with such changes/modifications as may be indicated by TNPSC at the time of execution on receipt of confirmation from TNPSC.
- (b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of TNPSC.
- (c) TNPSC reserves its right to cancel Work order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement within the stipulated period of 10 days, the EMD/Security deposit of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- (d) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.
- (e) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of TNPSC and also TNPSC have the right to recover any consequential losses from the Successful Bidder.

30. RELEASE OF WORK ORDER

After execution of the Contract and payment of Security Deposit, TNPSC will issue the Award of Contract to the Successful Bidder either through online mode or any other mode as decided by the Commission.

31. RELEASE OF SECURITY DEPOSIT

The Security Deposit will be refunded to the Successful Bidder on completion of 3 months after the Contract Period subject to satisfaction of TNPSC. Such completion would be arrived at when the entire Scope of Work is executed by the Bidder as per the Contract Agreement and as per Order(s) issued by TNPSC from time to time.

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32. FORFEITURE OF EMD AND SD

- (a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited.
- (b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to TNPSC and the tender will be held void.
- (c) If the Successful Bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by TNPSC.

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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ANNEXURE-I**CHECK LIST-cum-QUESTIONNAIRE FOR ELIGIBILITY CRITERIA
(TO BE KEPT IN COVER-I OF TECHNICAL BID)**

SI.NO	ELIGIBILITY CONDITION	YES/NO	REMARKS / PAGE REFERENCE
1.	Is the firm registered in India		
2.	Completed Number of years of existence in India		
3.	Is your firm operating in India at least five years with an objective of Printing and Scanning?		
4.	Do you need to have any consortium in this project / tender? (Consortium is not allowed)		
5.	Do you have an operating branch office at Chennai?		
6.	Gross annual turnover of the company (Profit) 1. 2019 – 2020 2. 2020 – 2021 3. 2021 - 2022		
7.	Gross annual turnover of the company (Loss) 1. 2019 – 2020 2. 2020 – 2021 3. 2021 - 2022		
8.	Will you be the direct agent to deal with TNPSC and shall be solely responsible for the execution and delivery of the work?		
9.	Do you fulfill the turnover conditions of Rs.1 Crore and above (after tax) in each of during last 3 consecutive financial years?		
10.	The above turnover pertains to your firm alone and not of other sister concerns or with consortium		

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11.	Have you incurred any loss during last three years up to financial year ending 31 st March, 2022?		
12.	Do you have copy right for the software?		
13.	Do you have valid GST registration Number?		
14.	Do you have valid PAN / IT Number		
15.	Are you the owners of the source code?		
16.	Are you ready to make major/minor changes in the software as per the TNPSC's customization requirement from time to time		
17.	Have you enrolled the employees in ESI / EPF?		
18.	Is your software VAPT certified?		
19.	Do you have all relevant facilities and logistics available to execute the work?		
20.	Do you have in-house quality assurance group and a strong quality management system to do quality check of the software		
21.	Is your firm certified? Specify the ISO category		
22.	Have you ever been black listed by any Government Organization/ Department/ PSU / any other agency on the day of bidding?		
23.	Has any FIR been registered against your firm or the employee of the Firm for having involved in any malpractice?		
24.	Is any court case pending against your firm /employee of the firm for having involved in any malpractice?		
25.	Have you ever been imposed with any penalty for non-adherence of the tender conditions or fault / delay in execution of work?		

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26.	Are you aware that TNPSC may amend the tender by issuing an addendum in writing or by standard electronic means? And TNPSC has right to cancel or modify the tender.		
27.	Are you aware that though you satisfy the eligibility criteria, you may be disqualified for the reason stated in this tender document?		
28.	Are you capable to support the entire Solution on a 24x7 basis with a maximum response time of 3 hours?		
29.	Have you enclosed all supporting documents for your claims and eligibilities?		
30.	Are you ready to show the supporting documents to the technical evaluation committee at the time of technical presentation?		
31.	Have you enclosed DD for EMD		
32.	Have you submitted the financial bid in a separate cover? (Cover-II)		
33.	Are all pages of the tender documents signed by the authorized signatory?		
34.	Have you enclosed all forms and annexure required for this tender		
35.	Tender offer form duly filled in and signed		
36.	Other relevant information, if any		

(Copy of Supportive Documents to be enclosed, failing which the tender will be rejected)

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ANNEXURE-II**TECHNICAL BID (To be kept In Envelope-I)**

(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	Name and address of firm		
2	Telephone No./Fax No./Email address		
3	Are all pages of the tender documents signed by the authorized signatory?		
4	Demand draft/ Pay order for Tender fee		
5	Demand draft for EMD or copy of the permanent registration certificate issued by the Department of Industries & Commerce, Government of Tamil Nadu		
6	Bidders authorization certificate		
7	Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.,		
8	Copy of Service Tax/ GST Registration Certificate		
9	Copy of the PAN certificate		
10	Copy of PF Registration Certificate		
11	Proof of having executed an assignment in the tender document in Govt./PSU/Academic Institution during the last three years		

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12	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 2019-2020 to 2021-2022		
13	Proof in support of Quality Certification received if any		
14	Infrastructural details		
15	Client feedback about the track record of the bidder		
16	Technical Proposal with detailed objective SLA as assured by the bidder		
17	Agency should possess valid Trade License and professional Tax Documentary evidence must be enclosed		
18	Legal status (Attach copies of original document defining the legal a) An Individual b) A Proprietary/ Partnership bidder c) A Public Limited Company or Corporation		
19	Particulars of Registration (attach attested photocopy) A. Registration Number B. Organization/ Place of registration C. Date of validity		
20	Overall Employee strength (Project Management/ Development/Quality Assurance/Implementation/ Operation)		
21	Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reasons for not completing the work		

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22	Have you or your constituent partner(s) been debarred / black listed for tendering in any organization at any time? If so, give details.		
23	Name and titles of Directors & Officers with designation to be concerned with this work with designation of individuals authorized to act for the organization		
24	Any other information considered necessary but not included above		
25	Other relevant information, any		

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 documents. 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.

ANNEXURE-III
FINANCIAL BID

[On the letter head of Bidder and should be separately sealed as per instruction]

Reference No. :
File No. :

Date:

The Controller of Examinations,
Tamil Nadu Public Service Commission,
VOC Nagar, Chennai – 600 003.

Sir,

I/ We hereby submit our price bid for **Designing, Printing, Packing and supply of OMR answer sheets and other pre-printed stationeries & scanning of used OMR answer sheets and data extraction work for various recruitments conducted by the Tamil Nadu Public Service Commission, Chennai after clearly understanding scope of Work, the terms and conditions of the tender document and due clarification obtained from TNPSC.**

Particulars	Description	Rate in INR (in figure)	Rate in INR per (in words)
Scope of the work: Activity-I (Design, Printing, Packing & supply) Activity-II (Scanning & Data extraction) (as mentioned in the tender document)	As mentioned in the tender document		

The above rate quoted is **excluding** the taxes applicable.

The Taxes applicable are as follow:-

Sl. No.	Name of the Tax	% applicable
1	CGST	
2	SGST	
3(specify)	
4(specify)	

Document status: Confidential between TNPSC and Bidder

Signature of the Bidder with office seal