Mother Teresa Women's University, Kodaikanal
(Accredited by NAAC with 'A' grade in III cycle)

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Tender Ref.No:03/ESDE/MTWU/2026

E-TENDER NOTIFICATION

1. SEALED TENDERS **"under two cover system"** are invited from IT based companies for implementation of **"Digital Evaluation: OMR Answer Booklets Scanning" for Examination Section, Mother Teresa Women's University, Kodaikanal** on Build, Operate, and Transfer of electronically editable data (BOT) basis for a period of Six months (One Semester) for April 2027 semester examination.

2. **Cost of the Tender fee:**

   Tender fee of **Rs.15,000 /-** (Rupees Fifteen thousand only) can be paid through **online mode** or drawn in favour of the **Registrar, Mother Teresa Women's University, payable at Kodaikanal,** issued by any nationalized bank addressed to the Registrar, Mother Teresa Women's University, Kodaikanal.

3. **Eligibility:**
   (1) The eligible bidder should be an IT based company in existence for at least five years and having adequate knowledge in the field of examination automation, Barcode/QR code Developing, OMR/ICR Technology, App development with code reader, Data gathering through app, Data Room Maintenance, Capable of reading, mining, and extracting data by OMR/Image, and Handling of bulk images as well as meeting all the pre-qualification criteria as provided in this tender.
   (2) The bidder shall possess a valid CERT-In empanelled VAPT certificate.
   (3) Only those tenderers who fulfil the eligibility and pre-qualification criteria mentioned in this tender alone are eligible to RESPOND to this tender. The bids received from any of the tenderers who do not fulfil the required prequalification criteria are liable to be rejected.

4. **Earnest Money Deposit:**
   a. The EMD can be paid through **online mode** or by way of Demand Draft for **Rs.50,000/-** (Rupees fifty thousand only) drawn in favour of the **Registrar, Mother Teresa Women's University, Kodaikanal,** issued by any nationalized bank and addressed to the Registrar, Mother Teresa Women's University, Kodaikanal on or before the tender opening date. EMD will not carry any interest.

   b. The bid submitted without the EMD amount will be summarily rejected.

5. **Two Cover Bid:**

a. Cover-1 should contain the copy of DD towards EMD, Pre-qualification, Technical Bid and related documents.

b. Cover-2 should contain only the Financial Bid (BoQ)

Note: The financial bid cover of those bidders who have pre-qualified as per the eligibility criteria alone would be opened for consideration.

I. PRE-QUALIFICATION CRITERIA

(1) The bidding tenderer should be an IT-based company registered under the Indian Companies Act or with equivalent bodies and in existence for more than five years, and should comply with the following eligibility criteria:

(a) Should have GST registration issued by the Government of India.

(b) Should be an Income Tax Assessee with a PAN card

(c) Should have a minimum turnover of Rs.3 crores of business for any one year in the current or previous financial year.

(d) Should have executed Exam Automation Solution with any Educational Institution in Tamilnadu, and the value of such a contract is more than Rupees one crore, and must have been completed successfully.

(e) Should have generated printable data in the format to be in the certificates with security features for any of the educational institutions in Tamil Nadu

(f) Should have experience in the examination work processes as an end-to-end solution provider using a web-based enterprise software, managing data room, administering servers and private networking of remote clients with secured access for automated carrying out university examination processes in any of the State Universities in Tamil Nadu.

(g) The bidder shall possess a valid CERT-In empanelled VAPT certificate.

(h) Should be ready to provide a satisfactory demonstration of the working model of the software solution relevant to examination processes with sample data.

(i) Should be a valid ISO 9001-2015 or the latest version certified company for "IT, ITES, Software Development, Website Development and Security Printing.

(j) Should have carried out Examination Work Processes as an end-to-end solution provider using a web-based enterprise software and executed the electronic dispatch of Question papers for at least two semesters to any state University in Tamil Nadu.

(k) Should have printed & electronically dispatched question papers for at least two semesters to any State University in Tamil Nadu. (Minimum of 30 exam centres within Tamil Nadu & minimum of 30000 question papers per semester).

(k) Should have their own container truck, registered under the company's name, to carry the answer booklets. Vehicle RC must be attached to the tender.

(l) Should have experience in scanning (both image scan and OMR scan) of OMR / ICR sheets connected to any examinations conducted by Universities / Government bodies.

(m) Should not have been blacklisted by the Government Departments / other Institutions. (Self-Declaration duly notarised to submit in the specified format. Annexure 1 in the tender document.

(2) The bidders should provide documentary evidence in support of the claim of the eligibility criteria mentioned in this tender. Failure to produce the same may result in rejection of such a bid.

(3) The tender document can be downloaded from the website www.tntenders.gov.in

27/11/26

REGISTRAR

Date: 27.11.2026

Place: Kodaikanal

I. SCOPE OF THE WORK

The scope of work for which a quote is invited from the tenderers consists of the following interrelated parts of supply and services to be provided by the tenderer.

Part-I	Deployment of IT Infrastructure & Networking
Part-II	Deployment of Technical Manpower & Helpdesk
Part-III	Post-Examination Process (Bar Coded Dummy Numbers assignment, External Mark entry)

PART I - DEPLOYMENT OF IT INFRASTRUCTURE & NETWORKING

1. The vendor, bearing the cost and expenses, shall establish a Central Data Room in the Mother Teresa Women's University's premises in the space allocated.

2. The servers and systems shall be provided with the required OS, as well as deploy the required number of monitors, printers and other accessories such as a switch, router, modem, etc.

3. The vendor shall install a suitable Web-based Enterprise Software Application on an end-user license basis for carrying out the examination-related transactions at the University Department, affiliated Colleges, and Institute levels.

4. The enterprise application so installed shall have all the required interfaces for inducting master data and carrying out transactions meeting the requirements of the university relating to examination work processes.

5. The enterprise software should be a web-enabled solution driven by the central servers for the purpose of transactions with exclusive privacy of data of Mother Teresa Women's University to be accessed only by the University Departments, Affiliated Colleges, and Institutes while transacting. The solution shall be deployed to integrate all the University Departments, Affiliated Colleges, and Institutes and network them using the medium of the internet.

6. The implementation expense, deployment of work desktops in the central data room to be established in the University for the Automation Work Processes and the licensing cost of the enterprise software application and support software, etc., shall be borne by the vendor.

7. All the data connected to the examination process should be handled at the University's premises under the direct control of the Controller of Examinations. The server access credentials should be shared with the Controller of Examinations whenever a change is made to the credentials.

8. As part of disaster management, a backup server is to be maintained in a separate server located on the premises or in a place as permitted by the University.

9. The hardware systems and software deployed by the vendor for the said purpose shall be owned and maintained by the vendor, but shall be under the control of the University. Once the contract period is over, the vendor may remove their hardware alone from the University's premises after obtaining the NOC from the Controller of Examination to confirm the submission of the software and electronically editable data to the University, and after receiving an order from the Registrar for removing the hardware.

10. The transaction data capturing interfaces provided by the enterprise application software shall be such that the relevant values are filled either from the drop-down list or from the displayed result list showing that the entry value pertains to that University (Departments, authorities, administrative sections), affiliated Colleges for selection. This is required to avoid doing data entry of values and the probable errors in doing so.

PART II - DEPLOYMENT OF TECHNICAL MANPOWER & HELP DESK

13. The vendor shall deploy a project coordinator and/or required technical and support staff as deemed fit or necessary throughout the contract period in the premises of the Controller of Examinations (central data room) for coordinating with the Controller of Examinations and to ensure a smooth work process of the examinations.
14. The vendor shall maintain a help desk with a minimum of one phone contact nos. and deploy their personnel throughout the contract period in the premises of the Controller of Examinations to provide help and other grievance attending service to all the University Departments, affiliated colleges concerning the examination Digital Evaluation.
15. The vendor shall provide the required technical and supervisory staff for the purpose of maintaining the hardware and software. Employ as many personnel as required whose character should be certified for involvement in confidential work.
16. All costs, salaries, wages, PF, all allowances, insurance, and all other sundry expenses towards deployment of the said manpower shall be borne by the vendor.
17. The vendor shall deploy the required scanner, processing servers, printers, accessories and manpower and shall take care of all costs relating to the supply and maintenance of them.

PART III - DIGITAL EVALUATION – POST EXAMINATION

Software Automation Requirements:

18. Information Systems
19. Users Master and Subject Master

Pre -Examination

20. Automatic Register Number Generation with the input of personal data of students.
21. Subject details along with credits, maximum/minimum marks and internal/external split up Online Exam Applications for Affiliated Colleges.
22. Entry option for internal marks and attendance (for University and Colleges)
23. For University and affiliated Colleges, Exam fee Demand Note with regular papers, Arrears and condonation fee for students those who have less than 65% of attendance
24. Examination fee payment gateway for University students
25. List of Students who paid examination fee – Programme wise for University Students
26. List of students who paid condonation fee
27. Hall Ticket Generation

- Students having attendance more than 75% and those who have paid condonation fee (65% to 75%) alone can generate hall tickets
- For the Students with attendance less than 65% the Controller's approval is needed for Hall ticket Generation

Digital Evaluation

28. Bar code generation
29. Scan the answer books with barcode as reference / identity
30. Quality check of scanned answer books
31. Answer book are stored in local server.
32. Upload the answer books to evaluation server (cloud server) for onscreen evaluation
33. Registration of evaluators and provide user names and password, Biometric verification for letter authentication.
34. Option for providing question papers, answer keys
35. Option for entering the Bank and PAN details of evaluators with registered user ID.
36. Fixing Minimum time for the evaluation of single answer script
37. Option for taking the highest marks, if the student writes answers for both the questions in either or question type.
38. Semester wise /Programme wise Result copy with the following details in excel / csv file before uploading the grace marks (for Passing Board)
    - Register No.
    - Barcode
    - Subject code
    - Subject name
    - Internal and External marks
    - Credit
    - Grade Point
    - Result (Pass (P)/Re appear (RA))
39. Provide PDF of all the answer books
40. Option for updating the marks with the given grace marks.

41. Board of sheet for Passing Board with the following details - Programme wise/Course wise
    - No. of students appeared
    - No. of students passed
    - Pass percentage
    - List of students getting grace marks
42. Withholding the results (Controller's approval) of Mal practiced students/Fee not paid students
43. Result copy after uploading the grace marks - College wise/ Department wise for publication of Result
44. Display of Individual student's result by entering her Register Number
45. Subject wise, number of failed and passed student list in excel file along with Reg No, Student's Name, Subject Title, marks – Department Wise.
46. List of Arrear Papers cleared in that particular Exam
47. Details of papers evaluated by the examiners

Revaluation

- Gate way to fee payment for revaluation / instant examinations
- Instructions to the students for revaluation / instant examinations
- List of revaluation applications - Colleges and Departments of University/Subject wise
- Sending the answer scripts to the evaluators for revaluation
- Publication of revaluation result
- List with the following details in PDF

a) Register Number
b) Subject Code
c) I valuation mark
d) Revaluation mark
e) Passing percentage in revaluation

Post Examination

48. Result Analysis Report
49. Single Semester Grade Statement
50. Consolidated Mark Statement
51. Provisional Certificate
52. Degree Certificate

53. Rank List for Odd semester (Programme wise) for Rani Mangammal Scholarship
54. Over all Rank List for final year students (separately for University and Affiliated College / Progrmme wise)
55. Report for issuing Provisional and Degree Certificates to the students of Autonomous Colleges
56. Eligible candidate list for awarding Degree

    Uploading of Mark statements/ Consolidated statements/Provisional Certificates/Degree Certificate in Digi Locker

ADDITIONAL SUPPLY AND SERVICES:

57. **Revaluation Work**

    a. Revaluation application details as received in the online will be provided by the university to the vendor for appropriate action. The vendor should deploy the manpower and cull out those answer scripts from the rack where those are organized and kept by the university according to the cover ID wise for scanning purpose.

    b. The vendor shall scan each of the writing papers (38+2pages) and convert the scanned output into a PDF file format.

    c. The vendor shall hand over these PDF files to the university for upload into website

    d. In addition, the relevant answer scripts also to be handed over to the University for the purpose of getting them revalued, if necessary.

    e. The revalued or second valued parts of the OMR sheet portion as received from the university shall be scanned to obtain the revaluated mark details as per the barcode and handover to the university for the revaluation result process

    The vendor shall estimate the cost for all the work relating to equipment, systems, scanning, including manpower etc and quote the rate of the revaluation answer booklets scanned.

GENERAL ASPECTS RELATING TO SCOPE OF WORK

58. The centralized servers, wherein the software application deployed for this purpose, shall not be accessed or transacted by other educational institutions or organization not within the control of the university without the permission from the University.

59. The vendor shall attend to any other work related to examination process work as and when advised by the Controller of Examinations.

60. The vendor shall be obliged to carry out any modifications / suggestions relevant to examination process as offered by the Controller of Examinations as and when the situation warrants

61. In normal circumstances completion of items should be strictly as per schedule mentioned in the work schedule of the order. However in urgent cases certain items are to be completed immediately as per the instructions of the Officers of the Tendering Authority, the vendor shall comply with such requirements.

62. The Vendor should be in a position to complete certain works on Short Notice as and when needed or should be able to provide such requirements on holidays / Sundays.

63. The quality and quantity of the works may be increased or decreased in accordance with the requirements of the Tendering Authority. However, there shall be no commitment of minimum quantity which can be ordered during the contract period. Supply of the required quantity during the contract period to be made for such quantities as may be decided by the University. The University shall have the discretion of placing orders beyond the aforesaid maximum quantity at the same rates approved. The vendor should be also able to supply appropriate quantity of Answer Booklets with OMR/Barcode front sheet in exigency situation/purposes on call basis as and when required by the University.

64. The Vendor should have the facility for 100% verification in all respects before completion of the data processing work. Each process should be verified 100% to ensure the accuracy of the data before the publication of results. If any problem arises due to imperfect processing of data the consequent rectification including cost thereof, if any, will have to borne by the vendor.

65. The Tendering Authority may at any time, by written order make changes within the general scope of the work under the contract, whether changed or not changed by the order; an equitable adjustment shall be made in the contract price or delivery schedule or both, as per the mutual understanding or procedure of the University.

II. INSTRUCTIONS TO THE BIDDER

(1) Definitions:

(i) "The University" means the "Mother Teresa Women's University"

(ii) "The Tendering Authority" / "Tender Accepting Authority" means the "Registrar, Mother Teresa Women's University"

(iii) "The bidder" or "Tenderer" means the company who participates in this tender and submits bid

(iv) "The supplier" or "The vendor" or "The contractor" means the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services

(v) "The Contract" means the agreement entered into between the Tendering Authority and the Vendor, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;

(vi) "The contract price" means the price payable /receivable to the successful Bidder under the Contract /Purchase Order for the full and proper performance of its contractual obligations

(vii) "The Goods" means all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract

(viii) "The Services" means services ancillary to the Scope of Work hereinabove, Transportation, any other incidental services and other obligations of the Vendor covered under the Contract;

(ix) The "BOT" refers to, B - Building Software and Infrastructure to carry out the work as required by the University. O - Operate the same in the premises of the University, under Controller of Examinations, monitoring as well as maintenance of the hardware systems deployed for the operation purpose and T - Transfer the electronically editable data in the required format (output) to the University

(x) The "Day" means a working day

(2) The Bidder is expected / advised to go through the tender documents and understand all instructions, forms, terms, scope of the work and specifications in the tender documents.

(3) The tender shall be submitted as per the procedure and requirements stipulated herein. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in rejection of the bid.

(4) The bidder shall bear all the cost associated with the preparation and submission of the tender. The Tendering authority is not liable for these costs regardless of the conduct or outcome of the tendering process

(5) The bidders are required to submit technical bid in the prescribed format enclosing therewith the photocopies of the following supporting documents. The originals of the same should be produced for verification before signing of the agreement, failing which their bids will be summarily rejected and will not be considered any further:

(a) Copy of Certificate of Incorporation indicating the legal status of the bidding company

(b) Copy of the GST registration certificate issued by the Government of India

(c) Copy of PAN Card of the bidding company

(d) Copies of Income Tax Returns

(e) Copy of Experience Certificate / Invoice for having supplied a software solution to any of the Educational institutions in Tamil Nadu.

(f) Copy of Work Order / Experience Certificate for a contract with a minimum value of more than one crore for providing IT-based solution to any Educational Institution and its successful completion certificate

(g) Turnover Certificate from Chartered Accountant for having minimum annual turnover of ₹ 3 crores for any one year inthe current /previous financial year

(h) Copy of a valid ISO 9001-2015 or the latest version Certificate for IT, ITES, Software Development, Website Development and Security printing.

(6) For any clarification on the Tender Documents at the time of the pre-bid meeting.

(7) At any time prior to the deadline for submission of bids, the University may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bid documents by amendment. The amendment(s) will be uploaded to the Tamil Nadu e-procurement portal.

(8) In order to give prospective bidders a reasonable time to take an

amendment/Corrigendum into account in preparing their bids, the Registrar may, at his discretion, extend the deadline for the submission of bids.

(9) The incomplete and conditional tenders will be rejected.

(10) Quoting unrealistic rates will be treated as disqualification.

(11) This tender is non-transferable.

(12) The tenderers meeting the eligibility and pre-qualification criteria should not have been blacklisted by the Government Departments/ other institutions. (Notarized Self Declaration in the specified format as in Annexure-1 to be submitted). However, it is informed that mere fulfillment of minimum eligibility criteria does not entitle the firm to demand that their financial bid be evaluated.

(13) The bidder shall demonstrate the working of the software/ solution /system model with sample data before the technical / evaluation committee. The bid of the tenderers, who fail to provide the demonstration or provide un-satisfactory demo will be rejected

(14) The bid prepared by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the University shall be written in English only.

(15) The bids prepared by the bidder shall comprise of (i) Technical Bid and (ii) Price Bid and shall have to be uploaded in the Tamil Nadu e procurement portal on or before the due date.

(16) Tender submitted without EMD amount by way of DD drawn favouring the Registrar, Mother Teresa Women's University will be treated as "Tender without EMD" and will leads to non-acceptance by the Tendering Authority.

(17) The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case. The EMD of the unsuccessful bidder will be discharged / returned to them within 60 days after finalization and award of the contract without any interest.

(18) The successful Bidder's Earnest Money Deposit shall be discharged upon the Bidder executing the contract work completely

(19) The Earnest Money Deposit may be forfeited, (a) If a bidder withdraws his bid during period of bid validity specified in the bid document; (b) In the case of successful bidder, if the bidder fails to (i) Sign the contract as per the specimen provided in this tender document, (ii) Furnish the Performance security / Bank Guarantee (BG) as per the specimen provided in this tender document within the specified time granted by the Tendering Authority

20. All the information/ documents sought should be uploaded with the Technical Bid in the prescribed format and should be in the same serial order as given in the technical bid. The technical bid, besides other details, should contain the (1) EMD Online payment or Demand Draft favouring the Registrar, Mother Teresa Women's University, Kodaikanal (2) "Notarized Self Declaration" as per Annexure-1 regarding non-blacklisting of the bidding company or its Proprietor/Director by the Government; The Technical bid without these attachment and copies of supporting documents will be disqualified.

21. The price Bid in the prescribed format should be uploaded in a separate cover (mentioned in the Tamil Nadu e-procurement portal). The price bid shall specify the rates / prices in the format shown in the financial bid/price schedule(i.e. BoQ)

22. All the documents submitted along with the Tender should be signed/certified by the authorized signatory of the bidding company. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid, attesting them

23. The rates/ prices should be quoted in Indian Rupees only in words as well as in figures

    (a) Rates/ price should be valid for the contract period from the date of signing of the agreement and the rates/ prices should remain fixed during the entire period of the contract unless it is revised or otherwise by the University and conveyed in writing.

    (b) No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained.

    (c) The bidder must fill up quoted price against each item in the space provided in the respective columns of the format. (N.B. Price should not be indicated in any of the documents other than the financial bid.

24. The bid shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the university as nonresponsive.

25. The bidder may modify the bid after submission provided that the written notice of the modification is received by the University prior to the deadline prescribed for submission of the bids.

26. The empowered Committee shall examine/ evaluate the technical bids to determine whether the bidder,

(a) Fulfill the eligibility criteria,

(b) Submitted the requisite documents

(c) Meet the terms and conditions specified

(d) Complied with all the instructions contained therein, etc. For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation.

27. The empowered committee besides considering about the substantially responsive status of the bid will also assess the profile, track record, financial and technical competency, material and machine availability and infrastructure compatibility of the bidder.

28. Process to be confidential:

(a) After the opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

(b) Any effort by the bidder to influence the University in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid

29. To assist in the examination, evaluation and comparison of bids, the empowered committee/ official may ask bidders individually for clarification of their bids, including breakdowns of unit prices.

30. The Tendering Authority may ask Bidder(s) for additional information visit Bidder's site and/or ask for technical presentation and may arrange discussion with their professional, technical faculties to verify claims made in technical bid documentation.

31. Determination of Eligibility and Responsiveness:

(a) The empowered Committee will determine whether the bid is substantially responsive to the requirements of the Bid documents. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms and conditions and specifications of the bid documents without any deviation or reservation.

(b) A bid which in relation to the cost estimates of the empowered Committee is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non-responsive.

32. Only such of the bids as have been determined to be substantially responsive to the requirements of the bid documents be evaluated. Other non-responsive bids will be rejected.

33. Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary

34. The price bids of technically qualified bidders only will be recommended for opening.

35. Successful bidders who have been technically qualified alone would be called to attend opening of price bids. The financial bids of unsuccessful bidders would not be opened.

36. The tendering Authority reserves the right to open price bid even if one bidder qualifies
thetechnicalbidoronlyonebidisreceivedinresponsetothetendernotice.However, in the case of one bidder the power to negotiate with the bidder will be reserved with the tendering authority.

37. Evaluation of the price bids will take into account, in addition to the bid amount quoted, the following factors;

    (a) Members of the Purchase Committee, keeping in view of the objective of cost effective and sustainability may negotiate with the lowest quoted Bidder (L1). If the negotiation is not satisfactory, the Bidder with whom negotiation carried out will be rejected and negotiation then will be done with other Bidder as deemed fit in the descending order of price quoted

    (b) Financial bids will be ranked based on comparison of total prices for all categories. Only summary of prices quoted by the Bidders will be read out.

38. The university may waive any minor infirmity or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

39. The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of their price bid.

40. The Tendering Authority, keeping in view the objective of a cost effective, sustainable and technically proven solution for the smooth carrying out of the examinations work by the University, may negotiate with the bidder. If the negotiation is not satisfactory, the bidder with whom negotiation carried out shall be rejected and negotiation then shall be done with other bidder as deemed fit.

41. No bidder shall try to influence the University on any matter relating to its bid, from the time of the bid opening till the time contract is awarded. Any effort by

the bidder to influence the University in the University's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

42. The Tendering Authority requires that the bidders/suppliers/contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts.

43. For the purposes of the terms defined for Corrupt, Fraudulent Practices / And Misrepresentation, the same will be as per relevant existing Law such as IPC.

44. The Tendering Authority shall reject a proposal for award if it is determined that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

45. The Tendering Authority shall declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

46. The contract shall be awarded with the approval of the competent authority to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the negotiated and determined on the evaluated bid price provided further the bidder has the capability and resources effectively to carry out the contract works.

47. Notwithstanding any clause Tendering Authority reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action

48. Notification of Award:

    (a) The Registrar will be notifying to the successful bidder.

    (b) The notification of award will constitute the formation of the contract.

    (c) Upon furnishing of Performance Security Deposit/BG by the successful bidder in accordance with the provisions contained in the tender document, Registrar may at his /her discretion notify the unsuccessful bidders that their bids have been unsuccessful.

49. Signing of Agreement and Furnishing of Performance Security Deposit / BG:

    (a) Upon the receipt of the notification of award to the successful bidder by the University, the successful bidder shall fill the Agreement (as per Annexure-3) in stamp paper in accordance with form of Agreement included in the Bid Document and submit the same to the Registrar within a week of the date of receipt of notification of award along with the Performance Security Deposit /

Bank Guarantee in accordance with the conditions of contract provided in this document or in another form acceptable to the Tendering Authority.

(b) The Tendering Authority for exigency or any other valid reasons may allow further time to furnish the Performance Security Deposit / BG.

(c) The Security Deposit shall be in the form of a Bank guarantee, in the prescribed format as per Annexure-4, issued by a nationalized /scheduled bank in India acceptable to the Tendering Authority in the format provided in the tender documents.

(d) The Performance Security Deposit / BG shall be discharged by the Tendering Authority and returned to the Vendor within thirty (60) days after the expiry of the contract period and/or extension period.

50. Annulment of the Award:

(a) Failure of the successful bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the University may make the award to any other bidder at the discretion of the University or call for new bids

(b) Failure of the successful bidder to sign the contract proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

(c) Tendering Authority reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the item in time. Further, the suppliers whose items do not perform satisfactorily may also be disqualified for a suitable period as decided by the University.

(d) University reserves the right to blacklist a bidder for a suitable period in case he fails to honour the bid without sufficient grounds.

51. 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,

(a) To vary, modify, revise, amend or change any of the terms and conditions in this bid except the period of contract

(b) 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)are any obligation to inform the affected bidder(s) of the grounds for such decision

(c) To reject summarily any hypothetical, ambiguous or conditional tenders

52. 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.

53. No suit or any proceedings in regard to any matter arising in any respect under this tender shall be instituted in any court at Kodaikanal. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of the action raise within their jurisdiction. In case of any part of

    cause of action arises within the jurisdiction of any of the court in Tamilnadu and not in the Court of Kodaikanal then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within Tamilnadu and no other court outside Tamilnadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Courts.

54. Only parties who agree to abide by the above terms and conditions may send tenders and submission of tenders against this specification would signify such acceptance of the above terms and condition by the tenderers.

55. 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.

56. 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.

57. The tendering Authority reserves the right to relax/withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

III.COMMERCIAL & OTHER TERMS SPECIFIC TO THIS TENDER

(1) **Period of Contract:**

The contract shall be for a period of Six months (from ……to……..) the date of issuance of Letter of Award. However, the contract may be renewed further on the basis of performance of work provided both parties agree on mutual terms and conditions as specified in the contract. The contractor should execute an agreement in a non-judicial stamp paper worth of Rs.100/- within a week from the date of work order before taking up the contract agreeing to abide by all the terms and conditions mentioned therein.

(2) **Security Deposit / performance Guarantee:**

(a) The successful Vendor shall furnish BG from a schedule bank in India or Security Deposit @ 5% on the contract value (for a period of three years / six semesters) immediately on receipt of notification of award / Letter of intent or supply/work order from the Tendering Authority

(b) If the vendor fails to complete the Contract the Tendering Authority shall have the right to cancel the order in full or part, forfeiting the BG and the balance payments, if any other than another remedy as per relevant law.

(3) **Payment Term:**

(a) No advance payment will be made.

(b) The schedule of payment shall be as follows:

i. An amount of 60% (sixty percent) of the value of the answer booklets supplied as part advance against the submission of proforma invoice / invoice supported with delivery challans / POD. At this stage the quantity of answer booklets supplied will be the basis to arrive at the value of supply.

ii. The amount of 20% (Twenty Percent) payment will be paid after the publication of that semester results. At this stage, the actual quantity of booklets for which the claim to be made will be based on the actual value of the subject codes to which the results have been published. Accordingly, the value either increased or decreased will be worked out to arrive at the final total value of the supply & services.

iii. The amount of 10% (Ten Percent) of the value of the answer booklets value will be paid on declaration of revaluation result, supply & delivery of printed TMR, Mark Sheets and Provisional certificates against the Proforma invoice / invoice

iv. The final remaining 10% payment (for 100%) of the value will be released after data transfer in the required format and after completion of task as the case may be against the respective claim by Proforma invoice or invoice, duly certified by the Controller of Examinations.

v. As regards the claim for Additional supply and services of items the payment 100 % of the value will be released on their supply and completion of task as the case may be against the respective claim by Proforma invoice or invoice.

(c) The office of the Registrar Mother Teresa Women's University will deduct

Income Tax and other statutory taxes at Source as applicable from time to time.

(d) For claiming the payment, Invoice duly pre-receipted and Delivery Chelan / Details of Answer Booklets supplied are to be submitted to the Purchaser.(University)

(e) No payment will be made for goods rejected at the site on testing. Also, no

payment will be made for rejected items, which do not confirm to the specification stipulated.

(4) **Confidentiality:**

Any information and data pertaining to the Mother Teresa Women's University, Kodaikanal or any other agency involved in the Contract matter concerning Government of Tamil Nadu or with the agency that comes to the knowledge of the Vendor in connection with this contract shall be deemed to be confidential and the Vendor shall be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The Vendor shall ensure due secrecy of information and data not intended for public distribution

(5) **Penalty:**

(a) In normal circumstances, the services should be done strictly as per the schedule mentioned in the order. However, in urgent cases, services are to be done immediately. In case of delay, a Liquidated Damage will be imposed @ 1% per day of total cost of unfulfilled services - subject to a maximum of 5% of the total cost of services shall be liable to be imposed upon the defaulting vendor by the office of the Registrar Mother Teresa Women's University.

(b) For any other irregularities, mistakes, etc. Penalty at the discretion of Tendering Authority will be imposed. Supplier for supplying items which are substandard (inferior quality) / not as per approved sample, if any. Further, the Supplier is liable for blacklisting

(c) That for unsatisfactory performance owing to absence of Vendor'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 vendor for such deficiency in services. Alternatively, the tendering authority may, after giving an opportunity of being heard to the Vendor, get such deficiencies fulfilled at the cost and responsibility of the Vendor.

(d) The proceeds of the Performance Security Deposit / Bank Guarantee shall be payable / returnable to the Tender Accepting Authority as Compensation for any loss resulting from the Supplier's failure to complete its obligations under the Agreement. The Performance Security Deposit / Bank Guarantee and EMD shall be forfeitable for non-performance of the Agreement and the reshall not be any relaxation to anybody.

(e) The Supplier shall abide by the job safety measures prevalent in India and shall free the Tender Accepting Authority from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Supplier's negligence. The Supplier shall pay all indemnities arising from such incidents and shall not hold the Tender Accepting Authority responsible or obligated.

(6) **Suspension of Work:**

The Service Provider 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. The Service Provider shall not been titled 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 Service Provider, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder.

(7) **Termination:**

(a) The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, terminate the Contract in whole or part:-

i. If the Vendor fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract, ii. If the Vendor fails to perform as per the Quality standards and as per the Scope of the Work.

iii. If the Vendor, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in Executing the Contract. For the purpose of this clause the definition for corrupt practice and fraudulent practice shall be as per the law.

(b) The Tendering Authority may also at its sole discretion to accept full or part work and also reserves the right to delete any items from the scope of the work.

(c) The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the vendor, without assigning any reason may terminate the Contract in whole or part: if the tendering

authority satisfies that the services of the vendor are no more required or vendor is not executing its services properly.

(d) If the vendor after submission of bid and due acceptance of the same i.e., after placement of order 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 vendor at the risk and consequences of the first vendor.

(e) The tendering authorities may terminate contract if complete confidentiality is not maintained of this work and records relating to the work

(f) In case of failure by the bidder to carry out the job in accordance with the provisions of the contract and as per the Scope of the Work, the tendering authority will have the right to cancel the contract and award it to any other vendor, and any loss sustained thereby will be recoverable from the first vendor.

(8) **Resolution of Disputes:**

(a) The Tendering Authority and the Vendor 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 Vendor 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 Kodaikanal

(c) If arbitrator fails to settle the matter, the matter shall be referred to the competent court of law having jurisdiction at Kodaikanal only.

(9) **Applicable Law:** The contract shall be interpreted in accordance with appropriate Indian laws.

(10) **Taxes and Duties:** The vendor shall be entirely responsible for all taxes except GST, duties, license fees, etc.

No increase in the rates shall be allowed during the period of the contract.

(11) **Notices:**

(a) Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by e-mail or fax and confirmed in writing to the party's address

(b) A notice shall be effective when delivered or on the notices effective date whichever is later. All notices by the Vendor to the Tendering Authority shall be sent to the address mentioned in the Letter of Award

(12) **Delivery:** The Vendor shall be bound to make delivery of the supply of the required quantity of answer booklets with OMR front sheets as per the schedule time and at the nominated places as advised by the university, establish a central data room and deploy server systems with maintenance as well as deploy the required technical staff and a help line in the University premises at the vendor’s cost during the subsistence of the contract period and hand over the works/data executed under the contract complete in all respect to the satisfaction of the Tendering Authority. The Tendering Authority shall determine the compliance of the work executed and considered to have been completed. The Tendering Authority shall determine from time to time, the date on which any particular section of the work shall have to be completed, and the Vendor shall be bound to observe any such determination of the Tendering Authority.

TECHNICAL BID Format

Tender document inviting reputed IT-based companies for the implementation of **"Digital Evaluation: OMR Answer Booklets Scanning" for Examination Section, Mother Teresa Women's University, Kodaikanal** on Build, Operate, and Transfer (BOT) basis for a period of Six Months (One Semesters) from the semester examination.

Bidders Reference No.……

Dated:…….

To

The Registrar
Mother Teresa Women's University, Kodaikanal.

Sub: Proposal for implementation of **"Digital Evaluation: OMR Answer Booklets Scanning" for Examination Section, Mother Teresa Women's University, Kodaikanal** on Build, Operate, and Transfer of electronically editable data (BOT) basis for a period of Six Months (One Semester) from semester examination

Sir,

Having examined the Terms and Conditions for implementation of **"Digital Evaluation: OMR Answer Booklets Scanning" for Examination Section, Mother Teresa Women's University, Kodaikanal** on Build, Operate, and Transfer of electronically editable data (BOT) basis for a period of Six Months (One Semesters) from semester examination of Mother Teresa Women's University, Kodaikanal, I/We, the undersigned, offer to undertake the implementation of **"Digital Evaluation: OMR Answer Booklets Scanning" for Examination Section, Mother Teresa Women's University, Kodaikanal** on Build, Operate, and Transfer of electronically editable data (BOT) basis for a period of Six Months (One Semester) from semester examination in conformity with Terms and Conditions and specifications as may be ascertained in accordance with the Qualifying and Financial Bids attached herewith and made part of this Bid.

I/We undertake, if our Bid is accepted, to commence services immediately and to complete delivery of all the services as specified in the Purchase Order

within the stipulated time mentioned in the Purchase Order.

Note: Please provide a response to all the questions. Make sure to cross-reference any additional documents you used to support your response to relevant questions.

I. GENERAL

S. No.	Particulars	Bidder Responses
1	Name of the bidding company	
2	Address of the bidding company	
3	Contact details of the bidder	Telephone: Mobile: Fax: E-mail: Website
4	Name of the Directors of the bidding company	1. 2. 3.
5	Bidder's bank, its address and the current account number	
6	Whether enclosed Executive Brief or Company Profile of the bidding company?	Yes / No
IT & TECHNICAL MINIMUMREQUIREMENTS		
S. No.	Particulars	Bidder Responses
1	Does the company have any suitable software of their own to carry out the automated examination processes as specified in the scope of the work and as required by the University? Give the name of the software and its details in separate sheet	Yes / No
2	If the company has their own software then what % of modification required to make it fully meet the University's requirements?	%
3	If the software is adoptable for modification, then what is the % of feasibility for such modification?	%
4	If the company does not have any such software, how much time is required to develop the same?	days

5	Have you Scheduled the entire work in such a way to complete it and publish the results within 20 days of the completion of the evaluation (A separate sheet may be attached)	Yes / No
6	Whether Servers and System suitable for the mini data room to be established in the University is available with technical knowhow to maintain them?	Yes / No
7	Whether exclusive and secured Web Space with adequate capacity with all the configuration and software including the required bandwidth to run the web portal is available with the bidder?	Yes / No
8	Whether Barcode readers suitable to read barcode for auditing and authenticating data from the OMR sheets are available with the bidder?	Yes / No
9	Whether OMR scanners for extracting examinee data including absentee from the OMR sheets are available with the vendor?	Yes / No
10	Whether Image scanners for preserving the evaluated OMR sheet images are available with the vendor?	Yes / No
11	Whether the previous experience in deploying and maintaining web portal / web site providing web services and online fee collection to any university or academic body	Yes / No

III. TIME FRAME		
S. No.	**Nature of Work**	**Time Frame (in days)**
1	**Pre –Examination** - Automatic Register Number Generation with the input of personal data of students. - Subject details along with credits, maximum/minimum marks and internal/external split up - Online Exam Applications for Affiliated Colleges. - Entry option for internal marks and attendance (for University and Colleges) - For University and affiliated Colleges, Exam fee Demand Note with regular papers, Arrears and condonation fee for students those who have less than 65% of attendance - Examination fee payment gateway for University students - List of Students who paid examination fee – Programme wise for University Students - List of students who paid condonation fee - Hall Ticket Generation • Students having attendance more than 75% and those who have paid condonation fee (65% to 75%) alone can generate hall tickets • For the Students with attendance less than 65% the Controller's approval is needed for Hall ticket Generation	
2	**Digital Evaluation** - Bar code generation - Scan the answer books with barcode as reference / identity - Quality check of scanned answer books - Answer book are stored in local server. - Upload the answer books to evaluation server (cloud server) for onscreen evaluation - Registration of evaluators and provide user names and password, Biometric verification for letter authentication. - Option for providing question papers, answer keys	

	- Option for entering the Bank and PAN details of evaluators with registered user ID. - Fixing Minimum time for the evaluation of single answer script - Option for taking the highest marks, if the student writes answers for both the questions in either or question type. - Semester wise /Programme wise Result copy with the following details in excel / csv file before uploading the grace marks (for Passing Board) • Register No. • Barcode • Subject code • Subject name • Internal and External marks • Credit • Grade Point • Result (Pass (P)/Re appear (RA)) - Provide PDF of all the answer books - Option for updating the marks with the given grace marks. - Board of sheet for Passing Board with the following details - Programme wise/Course wise • No. of students appeared • No. of students passed • Pass percentage • List of students getting grace marks - Withholding the results (Controller's approval) of Mal practiced students/Fee not paid students - Result copy after uploading the grace marks - College wise/ Department wise for publication of Result - Display of Individual student's result by entering her Register Number - Subject wise, number of failed and passed student list in excel file along with Reg No, Student's Name, Subject Title, marks – Department Wise. - List of Arrear Papers cleared in that particular Exam	

	- Details of papers evaluated by the examiners	
3	**Revaluation** • Gate way to fee payment for revaluation / instant examinations • Instructions to the students for revaluation / instant examinations • List of revaluation applications - Colleges and Departments of University/Subject wise • Sending the answer scripts to the evaluators for revaluation • Publication of revaluation result • List with the following details in PDF f) Register Number g) Subject Code h) I valuation mark i) Revaluation mark j) Passing percentage in revaluation	
4	**Post Examination** - Result Analysis Report - Single Semester Grade Statement - Consolidated Mark Statement - Provisional Certificate - Degree Certificate - Rank List for Odd semester (Programme wise) for Rani Mangammal Scholarship - Over all Rank List for final year students (separately for University and Affiliated College / Programme wise) - Report for issuing Provisional and Degree Certificates to the students of Autonomous Colleges - Eligible candidate list for awarding Degree Uploading of Mark statements/ Consolidated statements/Provisional Certificates/Degree Certificate in Digi Locker	

IV. MONEY RESOURCE FOR THE CONTRACT				
1	Own Funds			Yes / No
2	Borrowed Funds			Yes / No
3	Partly owned / Partly borrowed			Yes / No
4	Does the company have any tie up in any bank for working capital requirements			Yes / No
5	Other sources of borrowing for working capital			Yes / No
V. List of present client(s) to whom similar solution is being provided				
Sl. No.	Name and Address of the client	Contact person and phone number	Nature of job	Contract Value
1				
2				
VI. Quality certification, if any				
	Name of the Certificate	Certified by	Year of getting original certification	Whether is valid as of now
1.				Yes / No.
VII. Name, address and telephone of the contact person to whom all reference to be made				
1.	Name and Address Telephone (Office), (Residence) Fax ,Mobile, E-mail			
2.	Name and Address Telephone (Office), (Residence) Fax ,Mobile, E-mail			

Date: Signature of the Name

Place: Designation

Seal of the company

Annexure-1 SELF

DECLARATION (NOTARIZED AFFIDAVIT)

Tender document inviting reputed IT based companies for implementation of **"Digital Evaluation: OMR Answer Booklets Scanning" for Examination Section, Mother Teresa Women's University, Kodaikanal** on Build, Operate, and Transfer of electronically editable data (BOT) basis for a period of Six months (One Semester) from semester examination.

To

The Registrar, Mother Teresa Women's University, Kodaikanal.

I/We____(Name)_____(Designation) of M/s_____solemnly declare that,

1. I/We am/are submitting tender for the work against Tender Notice: ___dated…
2. All documents / credentials submitted along with this tender are genuine, authentic, true and valid.
3. The price bid is unconditional.
4. If any information or document submitted is found to be false / incorrect, department may cancel our tender and action as deemed fit may be taken against us including termination of the contract / supply order, forfeiture of all dues including Earnest Money and blacklisting of me / our firm and all Partners of the firm etc.
5. We accept the tender document as available and our tender may be rejected if any tampering is found in them. We also undertake that we cannot raise any dispute in this regard.
6. The items covered in the supply order copies enclosed as supporting documents with our offer have been fully executed without any complaint of account of performance of the completion certificate.
7. We hereby declare that our company M/s_____is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time.
8. We, M/s are not blacklisted in any Department of Government of Tamil Nadu as on today.
9. We further undertake that our partner / Director / agency having office are also not blacklisted in any Department of Government of Tamil Nadu as on today.
10. We hereby declare that there are no pending cases against M/s_____ (bidding company with address) with Government of Tamil Nadu or any other court of law as on today.
11. We hereby declare that Bidder's company or Director / Owner of the company have not been declared by any Court or Competent Authorities insolvent or involved in any fraudulent mean (Economical and Criminal) as on today.

Date
Sign &Seal of Notary

Signature of the Bidder
Seal of the Organization

Annexure-2

Tender document inviting reputed IT based companies for implementation of **"Digital Evaluation: OMR Answer Booklets Scanning" for Examination Section, Mother Teresa Women's University, Kodaikanal** on Build, Operate, and Transfer of electronically editable data (BOT) basis for a period of Six months (One Semester) from semester examination.

UNDERTAKING

From

M/s.……..
……..
……..

To
The Registrar
Mother Teresa Women's University, Kodaikanal.

Dear Sir,

This is to inform that I/we have full acquaintance and technical knowledge complying with the Scope of the Work in this Tender, as well as understanding the requirements of supply & services to be provided for which I/we have quoted my/our price(s).

In case of the tender going in my/our favour, I/we agree to supply and provide the service as required by the University in terms of the tender's Scope of Work.

Yours faithfully,

Date:

Signature of the

Tenderer Name:
Designation:

Seal of the Company

Annexure-3

AGREEMENT(SPECIMEN)

Tender document inviting reputed IT based companies for the implementation of **"Digital Evaluation: OMR Answer Booklets Scanning" for Examination Section, Mother Teresa Women's University, Kodaikanal** on Build, Operate, and Transfer of electronically editable data (BOT) basis for a period of Six months (One Semester) from semester examination.

To be executed at the time of entering into the agreement before placing the order. The bidder shall sign each page of this form to acknowledge that he/she have seen the terms and conditions of the agreement.

Agreement

The agreement is made on this _day of_____2027 between M/s.___herein referred to as the Contractor carrying on business under the name and style of M/s._____of the one part.

The Registrar, through the Mother Teresa Women's University, herein after referred to as the other part. Whereas the said Contract or has agreed with the Registrar, for supply of required Services/Items in conformity with the requirements & specifications as per the tender. Now this indenture witnesses that inconsideration of the promise, it is mutually agreed and declared between parties here to as follows:

The Contractor agrees to undertake the implementation of **"Digital Evaluation: OMR Answer Booklets Scanning" for Examination Section, Mother Teresa Women's University, Kodaikanal** on Build, Operate, and Transfer of electronically editable data (BOT) basis for a period of Six months (One Semester) from semester examination mentioned in the scope of the work as well as to carry out all the services mentioned therein connected to the University in respect of the semester and/or annual examinations during the BOT contract period on the rate quoted in the Financial Bid and agreed after negotiation. The prices are inclusive of all except the GST, if allowed to be claimed by the University

1. The items and the services which are not inconformity with the requirements/specifications as per the Scope of the Work are liable to be rejected.

2. This contract shall be effective from----------to ---------- --. The Tender is valid for a period of Six months (One Semesters) from … semester examination from the date of signing of the tender. The contract may be extended with the same terms and conditions and rates for another semester / another year with the consent of both parties. The contractor shall execute the Orders placed by the concerned Officer with great promptness and satisfaction to the department. The contractor shall agree

that the penalty @ one percent (1%) of the order value of that semester shall be imposed for each week of delay in delivery with reference to the delivery period given if he/she fails to deliver the same within the specified period mentioned in purchase order to maximum extent of 3% and penalty of 5% of the value of orders of that semester shall be imposed for any substandard (inferior quality) / incomplete supply along with cancellation of work order.

3. The Performance Security Deposit (OR) Bank Guarantee submitted by the Contractor for due and faithful performance of the contract by the Contractor of all and several covenants herein contained of his/her part shall be observed with full power. Registrar on behalf of Mother Teresa Women's University will be entitled to appropriate the said sum to any damage, penalties and other sums which the Contractor may be required to pay in case the Contractor fails to perform /fulfil or to keep and observe all or any of the said conditions of this Agreement on his / her part herein after contained.

4. The Performance Security Deposit paid (OR) Bank Guarantee shall be released to the Contractor after two months of successful completion of the work at the end of the Agreement period from to (inclusive of both the days and the extended period, if any).

5. All disputes, differences and questions arising out of or in any way touching or concerning this Agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Registrar or any person nominated by him/her. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the Agreement shall be suspended on the ground of pending arbitration proceedings. It is agreed that territorial jurisdiction of civil cases is in Kodaikanal Courts and Writ jurisdiction in Madurai Bench of Madras High Court only.

6. The Performance Security Deposit paid (OR) Bank Guarantee is liable to be forfeited to the Registrar without any prejudice to any other rights and remedies of Registrar incase the Contractor fails to undertake the contract work, as per the Purchase Order and as per the Terms and Conditions given in Tender Document during the period of the contract including the extended period, if any.

7. The Tender Document, Instructions to the Bidders and Terms and Conditions, etc shall also for impart of this Agreement.

The Contract or acknowledges that he/she has fully acquainted him/her with all the Terms and Conditions and he/she shall not plead ignorance of the same.

In witness whereof, the Contractor has set his/her hand and the Registrar has caused for and on his/her behalf to set his/her hand, the day and the year first above written.

Signature of the Authorized Official	Signature of the Registrar of the Company
Name:	Name:
Address:	Address:

WITNESSES

1.

2.

Annexure-4

PERFORMANCE SECURITY DEPOSIT / BANKGUARANTEE (SPECIMEN)

To

The Registrar
Mother Teresa Women's University, Kodaikanal.

WHEREAS.....(Name of the bidder) hereinafter called as "the Bidder" has undertaken Contract No……dated……..to render supply and services hereinafter called" the contract"

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

AND WHEREAS we have agreed to give the Bidder a guarantee:

In consideration of the fact that our constituent is our valued customer and the fact that he/she has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/snot exceeding the sum of INR…… (in words and figures) without any demur.

We, (the Bank), do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a written demand from the Client which has to be served and received by us on or before on the expiry date of Bank Guarantee i.e. <date>,stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reasons of any breach by the said Outsourced Agency of any of the terms and conditions contained in the Contract/Tender Award Notify/Purchase Order or by reasons of the said Outsourced Agency failure to perform the said work order/Purchase Order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, this Bank guarantee shall be restricted to an amount not exceeding Rs ..... (Rupees).

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) /

breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the Terms and Conditions of the said contract, will be binding on us and we shall not been titled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forth with on your demand without any protest or demur.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We, the Bank, further agree that the guarantee there in contained shall remain in full force and effect during the period that would be taken for the performance of the said work order/ Purchase Order and that it shall continue to be enforceable till all the dues of the Clients under or by virtue of the said work order have been fully paid and it's claims satisfied or discharged or till the Client certifies that the terms and the conditions of the said work order have been fully and properly carried out by the said Out sourced Agency and accordingly discharge the guarantee or till the expiry of this guarantee i.e. <date>, whichever is earlier. Unless a demand or claim under this guarantee is received by us in writing on or before <date>, we, the Bank, shall be discharged from all liability under this guarantee thereafter.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) upto but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period. We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request from the said Outsourced Agency and Client on or before the expiry of Bank Guarantee i.e. on or before<date>.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period so including the extended period, if any.

Notwithstanding anything contained hereinabove, our liability under this Performance Bank Guarantee is restricted to INR …… (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee and extended period of guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/sand

has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee, including for the extended period of guarantee.

Any dispute arising in relation to the said guarantee will be subject to the Jurisdiction

of Kodaikanal Courts.

We undertake to pay to the Government any money so demanded under this guarantee not withstanding any dispute or disputes raised by the contractors(s)/ supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present agreement being absolute and unequivocal.

Notwithstanding anything contained herein: Our liability under this Performance Bank Guarantee shall not exceed INR .....(In words and figure);

This Performance Bank Guarantee shall be valid only up to <date> and shall remain valid on such extended period as may be communicated by Client; and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before…. (Date i.e. completion of the period of THREE years) or completion of the implementation of automated examination processes through an Enterprise solution and supply of examination-related stationary items in respect of examination works of the University on Build, Operate, and Transfer of electronically editable data (BOT) basis of Mother Teresa Women's University, Kodaikanal, as approved by the Client and such extended period as may be communicated by the Client.

Any payment made hereunder shall be free and clear of and without deductions or withholding of any nature, including imposts, and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter here of brought by you may not been forced in or by such count.

Dated…….this……..day..... 2027.

Yours faithfully,

For and on behalf of the.....Bank,

(Signature) Designation (Address of the Bank)

Note: This Bank Guarantee shall be forwarded by the bank annexing the Bank Guarantee executed for verification.

For Office Use only:

Certified that documentary proofs are verified.

Note:

(i) Documentary proof for the information given above should be furnished.

(ii) The bidders should enclose copies of the latest audited reports, sales tax / GST, MSME registration, registration of live certificate and income tax certificates (wherever applicable) along with bid documents without which the bidders will stand disqualified.

Signature of the Tenderer with Office Seal

Name & Address with
Phone Number: