



TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION

EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600 006
Email: tnschoolslancabbling@gmail.com; Website: <https://textbookcorp.tn.gov.in/>
Telephone: 044-28275851, 044-28278244; Fax: 044-28224493

TENDER DOCUMENT

SELECTION OF SYSTEM INTEGRATOR FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LOCAL AREA NETWORK COMPONENTS AND ACCESSORIES AT 6,029 SCHOOLS ON RATE CONTRACT BASIS

Date of Notification of Tender	12.01.2024
Pre-bid Meeting Date and Time	23.01.2024 at 03.00 PM
Last Date for Submission of Tender	02.02.2024 before 05.00 PM
Date of Opening of Tenders	03.02.2024 at 03.00 PM

IMPORTANT NOTICE

This tender procedure is governed by the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tender Rules, 2000, the Act and Rules shall prevail.

TABLE OF CONTENTS

Clause	Topic	Page
1.	NOTICE INVITING TENDER	1
2.	PREAMBLE.....	3
3.	SCOPE OF SUPPLY	3
4.	QUALIFICATION CRITERIA.....	4
5.	LANGUAGE OF THE TENDER	7
6.	DOWNLOAD OF TENDER DOCUMENT	7
7.	PRE-BID MEETING	7
8.	CLARIFICATION ON THE TENDER DOCUMENT	8
9.	AMENDMENT OF TENDER DOCUMENT	8
10.	AUTHORISATION OF THE TENDERER	9
11.	SUBMISSION OF TENDER	9
12.	PRICE BID	10
13.	VALIDITY	10
14.	EARNEST MONEY DEPOSIT	11
15.	OPENING AND EVALUATION OF THE TENDER	11
16.	EVALUATION OF PRICE BID & ALLOCATION OF QUANTITY	13
17.	LETTER OF ACCEPTANCE	14
18.	SECURITY DEPOSIT	14
19.	AGREEMENT	14
20.	ISSUE OF PURCHASE ORDER	15
21.	LIST OF SCHOOLS	15
22.	SCHEDULE OF SUPPLY.....	15
23.	SUBMISSION OF IMPLEMENTATION PLAN.....	17
24.	QUALITY AND PERFORMANCE TESTING	17
25.	WARRANTY	17
26.	PAYMENT TERMS	18
27.	PENALTY	19
28.	CORRUPT OR FRAUDULENT PRACTICES.....	20

29. TERMINATION OF CONTRACT.....	20
30. BLACKLISTING	21
31. FORCE MAJEURE	22
32. GENERAL CONDITIONS	23
33. DISPUTE RESOLUTION BOARD	23
34. ARBITRATION	23
35. JURISDICTION OF THE COURT.....	24

ANNEXURES**Page**

I.	DETAILED TECHNICAL SPECIFICATIONS	25
II.	LETTER OF THE TENDERER	28
III.	COVERING LETTER FOR TECHNICAL PROPOSAL	30
IV.	DETAILS OF THE TENDERER	32
V.	UNDERTAKING FROM TENDERER.....	35
VI.	ANNUAL TURNOVER STATEMENT	36
VII.	DETAILS OF WORK ORDERS COMPLETED	37
VIII.	NET WORTH CERTIFICATE	38
IX.	DECLARATION FOR NOT HAVING BLACKLISTED	39
X.	DECLARATION FOR NOT HAVING TAMPERED TENDER DOCUMENT	40
XI.	DECLARATION FOR ACCEPTING TERMS AND CONDITIONS OF TENDER.....	41
XII.	CLARIFICATION ON TENDER DOCUMENT	42
XIII.	CHECKLIST OF DOCUMENTS - PART-A (TECHNICAL BID)	43
XIV.	CHECKLIST OF DOCUMENTS - PART-B (PRICE BID)	45
XV.	COVERING LETTER FOR FINANCIAL PROPOSAL (PRICE BID).....	46
XVI.	FINANCIAL PROPOSAL FORMAT (PART-B)	47
XVII.	FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT.....	48
XVIII.	MODEL AGREEMENT FORM.....	50
XIX.	UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS	61
XX.	INSTRUCTIONS TO TENDERERS FOR SUBMISSION OF ONLINE BIDS IN E-TENDER .	62

1.	NOTICE INVITING TENDER	
Tender Ref. RC. No. 11740/PUR-I/2022		
1.1	E-tenders are invited from System Integrators for Supply, Installation, Testing and Commissioning of Local Area Network (LAN) components and accessories at 6,029 Schools. The bidding will be conducted under two-cover system conforming to the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time.	
1.	Name of the work	SELECTION OF SYSTEM INTEGRATOR FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LOCAL AREA NETWORK COMPONENTS AND ACCESSORIES AT 6,029 SCHOOLS
2.	Download of Tender Document	Tender document can be downloaded free of cost from the E-Procurement Portal: https://www.tntenders.gov.in
3.	Earnest Money Deposit (EMD)	₹ 15,00,000/- (Rupees Fifteen lakhs only)
4.	Date of Pre-Bid Meeting	23.01.2024 at 03.00 PM
5.	Last Date and Time for Submission of Tender	02.02.2024 up to 05.00 PM
6.	Due date and time for opening of Technical Bids	03.02.2024 at 03.00 PM
7.	Whether consortium is permitted	No
1.2	The Proprietor/ any one of the Partners of the firm (in case of Partnership) / any authorized person (in case of Public/Private Limited company) will be the Tenderer for all purposes of the Tender. Agents for tenderers are not acceptable.	
1.3	The Managing Director, Tamil Nadu Textbook and Educational Services Corporation reserves the right to amend or withdraw any of the Terms and	

Conditions in the Tender Document or to cancel / reject any one or all the tenders received without giving any notice or assigning any reason therefor.

- 1.4 The Tenderers are requested to view the website - <https://tntenders.gov.in> and <https://textbookcorp.tn.gov.in> for any changes / amendments / corrigendum in the Tender, which may be issued at any time before the last date for submission of the Tender.

Managing Director and Tender
Inviting Authority,
Tamil Nadu Textbook and Educational
Services Corporation,
Chennai-600006

2.	PREAMBLE
2.1	The Tamil Nadu Textbook and Educational Services Corporation, hereinafter, called as the “Corporation”, has been entrusted by the State Project Directorate, Samagra Shiksha, Tamil Nadu with the task of selecting the vendor for supply, installation, Testing and commissioning of Local Area Network (LAN) components and accessories at 6,029 Govt. Schools.
2.2	Accordingly, the Corporation invites e-tenders from eligible tenderers in “Two Cover System” for Supply, Installation, Testing and Commissioning of Local Area Network components and accessories at 6,029 Govt. schools.
2.3	The Tender notification has been published fixing the date of opening of tender as 03.02.2024 at 03.00 PM.
2.4	The successful tenderer(s) shall work closely with the Corporation in achieving the scheduled targets in terms of quality and quantity.
3.	SCOPE OF SUPPLY
The scope of supply would, <i>inter-alia</i> , include the following:	
3.1	<p>The successful tenderer(s) shall undertake structured LAN cabling along with labelling at 6,029 schools across Tamil Nadu as given below:</p> <ul style="list-style-type: none"> • For 2,939 Schools - 20 computers, 1 server, 1 printer, 1 IP phone, 1 UPS • For 3,090 Schools - 10 computers, 1 server, 1 printer, 1 IP phone, 1 UPS
3.2	<p>The successful tenderer shall undertake installation of the following equipment and accessories in each school as per the technical specifications given in Annexure I:</p> <ul style="list-style-type: none"> a) L2 managed - 24 Switch - 1 No. including power socket b) CAT 6 cable - As required c) Patch panels, patch cords, SMB box along with IO - As required d) 1 inch (or) 2 inch PVC casing capping - As required e) 9U Wall Mount Rack - 1 No. f) Electricals (Plug sockets, boxes, wiring, earthing etc.) for above equipment

- 3.3 The cables should not be visible and should be carried out only within the PVC casing capping.
- 3.4 The supplied equipment and materials should be new and as per the tender specifications.
- 3.5 The successful tenderer shall ensure internet connectivity for all the PCs for which LAN connectivity is undertaken.

4.	QUALIFICATION CRITERIA	
Clause	Qualification Criteria	Supporting Documents/Remarks
4.1	Legal entity: The tenderer shall be a Registered legal entity in India.	(i) In case of Private / Public Limited Companies, <ul style="list-style-type: none"> • Copy of Incorporation Certificate issued by the Registrar of Companies. • Copy of Memorandum and Articles of Association (ii) In case of Partnership Firm, <ul style="list-style-type: none"> • Copy of LLP Registration/ Registered Partnership deed (iii) In case of Proprietorship, <ul style="list-style-type: none"> • Copy of GST Registration certificate
4.2	System Integrator: The tenderer should have at least 5 years of experience in Supply, Installation, Testing and Commissioning of Local Area Network (LAN) Components such as Switches & UTP cabling as on last date of tender submission.	(i) Copy of GST Registration certificate (ii) GST Annual return copies for the last 5 financial years i.e., from 2018-19 to 2022-23. If annual GST return has not been filed, GSTR1/GSTR4 in support of GST sales shall be furnished.

4.3	<p>OEM:</p> <p>The OEMs of CAT 6 cable and Switch should be a manufacturer in the past 5 years as on last date of tender submission.</p>	<p>(i) Copy of GST Registration certificate.</p> <p>(ii) GST Annual return copies for the last 5 financial years i.e., from 2018-19 to 2022-23. If annual GST return has not been filed, GSTR1/GSTR4 in support of GST sales shall be furnished.</p>
4.4	<p>Manufacturer's Authorization Form (MAF):</p> <p>Manufacturer's Authorization Form (MAF) from OEM.</p>	<p>(i) Manufacturer's Authorization Form (MAF) from OEMs of CAT 6 cable and Switch as per Annexure-V for should be submitted.</p>
4.5	<p>Land Border with India:</p> <p>The tenderer should provide an undertaking stating that procurement is not from a country sharing land border with India.</p>	<p>The tenderer should provide an undertaking stating that procurement is not from a country sharing land border with India as per Annexure-VI.</p>
4.6	<p>Average annual turnover:</p> <p>The tenderer should have reported an Average Annual Turnover of at least ₹15.00 Crores in the last 3 (three) consecutive financial years i.e., 2020-21, 2021-22 and 2022-23.</p>	<p>(i) The average annual turnover duly certified by Chartered Accountant with UDIN as per Annexure - VII.</p> <p>(ii) The Annual Report with all schedules and Form 3CD / certified copies of Balance Sheet, Profit & Loss statement for the last 3 (three) consecutive financial years.</p> <p>(iii) Income Tax Returns and Tax Audit Form 3CD for the last 3 (three) consecutive financial years.</p>

4.7	<p>Project experience (Network components):</p> <p>The tenderer should have experience in Supply, Installation Testing and Commissioning of Network Components along with Switch and UTP cabling for a value of not less than</p> <p>(i) ₹5 Crores in a single contract or</p> <p>(ii) ₹2.5 Crores in two contracts or</p> <p>(iii) ₹2 Crores in three contracts</p> <p>to any Central/State Government Departments / Central/State PSUs / Banks in the last 5 years as on date of tender submission.</p>	<p>(i) Copy of Work Order / Agreement along with Completion Report in support of project execution.</p> <p>(ii) Details of project as per Annexure - VIII.</p>
4.8	<p>Net worth:</p> <p>The tenderer should have a positive net worth as on March 31, 2023.</p>	<p>The Net Worth Certificate duly certified by Chartered Accountant with UDIN as per Annexure - IX.</p>
4.9	<p>Not blacklisted in last 5 years:</p> <p>The tenderer should not have been blacklisted by the Corporation or Central / State Government departments / Quasi Government organisations / Local government bodies / PSU during the last 5 years as on the date of tender opening. Even if the blacklisting was revoked, the tenderer is not eligible to participate in the tender.</p>	<p>(i) The declaration form as per Annexure - X should be uploaded.</p> <p>(ii) Termination / full or partial Cancellation / forfeiture of EMD and/or Security Deposit / non-execution of contract agreement, pertaining to any tender of the Corporation in the last 5 years as on date of tender opening, will entail disqualification.</p>

		(iii) Further, if the tenderer is found blacklisted in India before award of contract by any Government agency, the Tender will be rejected.
4.10	Certification: The tenderer should have valid ISO 9001:2008 certification	Copy of valid ISO Certificate is to be submitted
4.11	Local Office in Chennai: The tenderer should have a local office in Chennai.	Documentary proof of Address for having a local office in Chennai. If the tenderer does not have a local office in Chennai, he shall give an undertaking that he will set up the office in Chennai within 15 days of the award of the contract.
5.	LANGUAGE OF THE TENDER	
5.1	The e-Tender submitted by the tenderer as well as all correspondence and documents relating to the Tender shall be in English language only. If the supporting documents are in a language other than English/Tamil, the notarized translated English version of the documents should also be uploaded. Documents without such translation copy will be rejected.	
6.	DOWNLOAD OF TENDER DOCUMENT	
6.1	The tender document can be downloaded from website - https://tntenders.gov.in free of cost. For the downloaded tender document, the tenderer should give a declaration for not having tampered the Tender document downloaded (as per Annexure - XI).	
6.2	The tender document can be downloaded from 12.01.2024 to 02.02.2024.	
7.	PRE-BID MEETING	
7.1	There will be a pre-bid meeting on 23.01.2024 at 03.00 PM in the Tamil Nadu Textbook and Educational Services Corporation, DPI Campus, Chennai 600 006	

	<p>during which the prospective tenderers can get clarifications about the tender. The tenderers shall send their queries, if any, in writing by email to tnschoolsancabbling@gmail.com as per the format given in Annexure- XIII, so as to reach the Corporation at least 48 hours prior to the pre-bid meeting date.</p> <p>7.2 The tenderers are advised to check https://tntenders.gov.in for up-to-date information like change in date / venue etc. of pre-bid meeting as Corporation may not be able to identify and communicate with the prospective tenderers at this stage.</p> <p>7.3 In response to the relevant query of the prospective Tenderer, the Corporation will upload such clarification on https://tntenders.gov.in.</p> <p>7.4 Not attending pre-bid meeting is not a disqualification.</p>
8.	CLARIFICATION ON THE TENDER DOCUMENT
8.1	<p>Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification may be sent in writing to “The Managing Director, Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600006” or through email to tnschoolsancabbling@gmail.com as per Annexure - XIII The Managing Director, will review the same and where information sought is not clearly indicated or specified in the tender documents, will issue a clarifying bulletin on https://tntenders.gov.in. The Managing Director will neither make nor be responsible for any oral instructions. Request for clarification should be brought to the notice of the Managing Director, in writing, before 48 hours of opening of the tender.</p>
9.	AMENDMENT OF TENDER DOCUMENT
9.1	<p>At any time after the issue of the tender documents and before the opening of the tender, the Tender Inviting Authority may make any changes, modifications or amendments to the tender documents and shall upload corrigendum on the website https://tntenders.gov.in.</p> <p>9.2 In case anyone tenderer asks for a clarification to the tender documents before 48 hours of the opening of the e-Tender, the Corporation shall ensure that a reply is uploaded to the designated website https://tntenders.gov.in, without identifying the source of the query.</p>

10.	AUTHORISATION OF THE TENDERER
10.1	The e-Tender should be digitally signed by the person who is authorised for the same by the tenderer's organisation. Authorisation from the appropriate authority to sign the tender document must be uploaded along with Technical Bid. Tenders received without such authorisation shall be rejected.
10.2	Letter of Authorisation / Power of Attorney is required only when the signing person does not hold the power to sign the document as per Articles of Association. The Power of Attorney should be on a Non-Judicial Stamp Paper of value of not less than ₹ 100/- in case of Public Sector Undertakings / Public / Private Limited Companies. In case, the signing person being the Managing Director / CEO and is delegated the power to sign all the documents, separate Power of Attorney is not required and only Extract of the Minutes of the Board Resolution to this effect must be uploaded.
11.	SUBMISSION OF TENDER
11.1	To participate in this e-tender, the tenderer should have a valid Class 3 Digital Signature Certificate (DSC), obtained from the certifying authorities enlisted by Controller of Certifying Authorities (CCA).
11.2	The tenderer shall submit the tender only from the start date of submission till closing date and time of tender submission.
11.3	The tenderer should quote the rates only in the Price-Bid as per the format given in the E-Procurement portal.
11.4	Every page of the e-tender document should be signed and uploaded, as a token of having accepted the tender conditions. Failing which, the tender will be summarily rejected.
11.5	All the documents in support of eligibility criteria are to be scanned and uploaded along with the tender documents in the designated website www.tntenders.gov.in .
11.6	The tenderers shall be responsible for all of the costs associated with the preparation of their bids and their participation in the e-tender Process. The Corporation is not responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

11.7	The Corporation shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the published e-tender or the e-bidding Process, including any error or mistake therein or in any information or data given by the Corporation.
12.	PRICE BID
12.1	<p>The tenderers shall quote their rates only in electronic form as per the prescribed format in the e-procurement portal as indicated in Price Bid as per Annexure - XVII.</p> <p>The basic rate quoted shall be all inclusive (excluding GST) and no additional claim on any ground shall be entertained.</p> <p>The price bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will be summarily rejected.</p> <p>The rate offered shall be unconditional and valid for the entire contract period.</p> <p>Only the Price Bids of the Tenderers who are qualified in the Technical Bid shall be opened.</p> <p>Any increase/decrease of GST during the period of Contract will be borne by the Corporation. Any increase in GST after the completion of Contract period, i.e., for the delayed supply, has to be borne by the tenderer.</p> <p>12.7 Point to be noted</p> <p>The tenderer should take into consideration the packing, loading and unloading charges, road toll fees, transit insurance, delivery, installation, testing and commissioning while quoting their rates.</p>
13.	VALIDITY
13.1	The rates quoted in the Tender shall be valid for the acceptance by the Corporation for a minimum period of 120 days from the date of opening of the Tender. Escalation in the rates (within the validity period) will not be entertained under any circumstances.

14.	EARNEST MONEY DEPOSIT
14.1	Earnest Money Deposit (EMD) of ₹ 15,00,000/- (Rupees Fifteen lakhs only) shall be paid online as per the procedure of the e-Tender Portal https://tntenders.gov.in .
14.2	The EMD in any other form will not be accepted.
14.3	The EMD of the unsuccessful bidders will be auto refunded without any interest to their bank account as per the procedure of the e-tender portal.
14.4	The EMD will be retained in the case of successful tenderer(s) and it will not earn any interest and will be refunded after submission of security deposit and execution of Agreement.
14.5	EMD is liable to be forfeited in case the tenderer fails to remit the Security Deposit or execute the Agreement after the issue of Letter of Acceptance by the Corporation.
15.	OPENING AND EVALUATION OF THE TENDER
15.1	The e-tenders received online up to 05.00 PM on 02.02.2024 will be taken up for opening. The technical tender will be opened online at 03.00 PM on 03.02.2024 by the Managing Director of the Corporation or by the persons / committee authorized by him/her.
15.2	The Technical bid will be evaluated by the Committee of the Corporation in terms of the qualification criteria by the Committee of Corporation. The Committee reserves the right to disqualify any of the tender, in case the Committee is not satisfied with the documents furnished, including the past performances.
15.3	Tenderers will be deemed to have understood and agreed that no explanation or justification of any aspect of the Tendering Process or selection will be given.
15.4	Any information contained in the tender shall not in any way be construed as binding on the Corporation, its agents, successors, or assigns, but shall be binding against the tenderer if the tender is subsequently awarded on the basis of such information.
15.5	The Corporation reserves the right not to proceed with the e-tendering Process at any time without notice or liability and to reject any or all tender(s) without

assigning any reasons.

- 15.6 If any information furnished by the tenderer is found to be incomplete, or furnished in formats incompatible than those prescribed by the e-procurement platform in, the Corporation may, in its sole discretion, exclude the relevant details for qualifying in eligibility criteria.
- 15.7 If the claim of the tenderer towards eligibility criteria submitted is determined by the Corporation as incorrect or erroneous, the Corporation shall reject such claim and exclude the same for qualifying in eligibility criteria. Where any information is found to be blatantly false or amounting to a material misrepresentation, the Corporation reserves the right to reject the tender.
- 15.8 The Corporation reserves the right to reject any e-tender which is non-responsive and no request for alteration, modification or substitution shall be entertained by the Corporation in respect of such tender.
- 15.9 To facilitate evaluation of the received e-tenders, the Corporation may, at its sole discretion, seek bonafide clarifications from any of the participating tenderers. Such clarification(s) shall be provided within the time specified by the Corporation for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing / e-mail.
- 15.10 If a tenderer does not provide clarifications sought under Clause 16.9 above within the prescribed time, the tender shall be liable to be rejected. In case the submitted e-tender is not rejected, the Corporation may proceed to evaluate the tender by construing the particulars requiring clarification to the best of its understanding, and the tenderer shall be barred from subsequently questioning such interpretation of the Corporation.
- 15.11 Any adverse/not satisfactory remarks on the performance of previous supplies made to the Corporation or to any other clients will entail disqualification of the tender without notice and price bids will not be opened.
- 15.12 The Corporation reserves the right to inspect the manufacturing unit of the tenderer to verify the genuineness of the documents submitted by the tenderer.
- 15.13 The non-qualified tenderers will be informed and their EMD will be automatically refunded.

16.	EVALUATION OF PRICE BID & ALLOCATION OF QUANTITY				
16.1	The price bid will be evaluated in accordance with clause 31-A of Tamil Nadu Transparency in Tender Rules, 2000 and Amendments thereof, as given below:				
16.2	The tenderer who has quoted the lowest rate for supply, installation, testing and commissioning of all LAN components and accessories at 6,029 schools will be adjudged as L1.				
16.3	The rates of L1 tenderer will be compared with the prevailing market rates and if the Corporation is of the view that the quoted rates are higher, it may negotiate with the Lowest Tenderer to reduce the rates.				
16.4	If after negotiations, the Tender Accepting Authority is of the view that the rates are still higher with reference to rates of the prevailing market rates, the Tender Accepting Authority may after considering relevant factors, determine and notify an appropriate rate, as the fixed rate.				
16.5	All eligible tenderers who accept the fixed rate shall be enlisted by the Corporation and ranked based on the ascending order of their tendered prices.				
	Allocation of quantity				
	<table border="1"> <tr> <td>L1 Tenderer</td><td>Minimum 30% of tender quantity</td></tr> <tr> <td>Other enlisted Tenderers</td><td>Quantity shall be allocated subject to Tenderer's financial capacity as assessed by the Technical Committee.</td></tr> </table>	L1 Tenderer	Minimum 30% of tender quantity	Other enlisted Tenderers	Quantity shall be allocated subject to Tenderer's financial capacity as assessed by the Technical Committee.
L1 Tenderer	Minimum 30% of tender quantity				
Other enlisted Tenderers	Quantity shall be allocated subject to Tenderer's financial capacity as assessed by the Technical Committee.				
	However, the Corporation reserves its right to increase the quantity of allocation subject to financial capacity of the Tenderer(s).				
16.6	If the number of tenderers enlisted through the tendering process is not adequate to meet the tender quantity, the Corporation may issue an advertisement indicating the rates fixed and call for enrolment of more system integrators at these rates subject to such system integrators fulfilling the eligibility criteria.				
16.7	The Tender Accepting Authority reserves the right to accept or reject any or all of the tenders including the lowest in full or in part without assigning any reasons thereof and without thereby incurring any liability to the tenderer or tenderers who may be affected financially or otherwise to this effect.				

17.	LETTER OF ACCEPTANCE
17.1	The successful tenderers will be issued Letter of Acceptance (LOA) after obtaining approval from Board of Governors of the Corporation.
17.2	If at any time before the acceptance of tender, the Corporation receives information that a tenderer who has submitted tender has been banned by any Procuring Entity, the Corporation shall not accept the tender of that tenderer even if it may be the lowest tender.
17.3	As per Clause 14(9) of Tamilnadu Transparency in Tender Rules 2000, the Corporation may increase or decrease the order quantity up to 25% on same terms and conditions.
18.	SECURITY DEPOSIT
18.1	On receipt of the Letter of Acceptance from Corporation, the successful tenderer(s) should remit a Security Deposit (SD) for a value equivalent to 5% of the contract value in the form of Demand draft / Banker's cheque drawn on any Scheduled Commercial Bank in favour of the "Tamil Nadu Textbook and Educational Services Corporation, Chennai" or by an Irrevocable Bank Guarantee with a validity period of 6 months from any Indian Scheduled Commercial Bank, within 7 (Seven) working days from the date of receipt of letter of acceptance. The EMD shall be adjusted with the Security Deposit.
18.2	Any other amount pending with Corporation will not be adjusted under any circumstances, against the Security Deposit if so requested.
18.3	Security Deposit will be returned only after the completion of the Contract in full without any deficiency or default and to the entire satisfaction of the Corporation. The Security Deposit so held by the Corporation, shall not earn any interest till it is returned to the successful tenderer(s).
18.4	In case of non-fulfilment of the contract and/or failure to supply the ordered quantity of equipment and accessories in full or part within the delivery period as per the terms and conditions stipulated in the tender, the Security Deposit will be forfeited.
19.	AGREEMENT
19.1	The successful tenderer(s) should execute an Agreement on a ₹100/- non-judicial

stamp paper within 7 working days from the date of issue of LOA and shall pay for all stamps and legal expenses incidental thereto. The Agreement format is given in **Annexure - XIX** In the event of failure to execute the Agreement within the time prescribed, the SD amount remitted by the successful tenderer will be forfeited besides cancellation of the Letter of Acceptance.

- 19.2 If the successful tenderer fails to execute the Agreement or fails to remit the security deposit within the specified time limit, the Corporation will blacklist the tenderer for a maximum period of 3 years in addition to forfeiture of EMD.

20. ISSUE OF PURCHASE ORDER

- 20.1 After furnishing the security deposit, execution of the agreement, Purchase Order will be issued indicating the quantity, location of schools etc. The successful tenderer should complete the work as per the schedule given in Clause 22.1.

21. LIST OF SCHOOLS

- 21.1 The supply, installation, testing and commissioning of LAN components and equipment are to be carried out in the schools listed in the Purchase Order. The Corporation reserves its right to change the school list for operational convenience. The successful tenderer will not have any right to ask for change of school.

22. SCHEDULE OF SUPPLY AND IMPLEMENTATION

- 22.1 The supply, installation, testing and commissioning of LAN components and accessories shall be completed as per schedule below:

S. No.	Milestone	Due date of Delivery (days)
1	Date of issue of purchase order	T
2	Supply, installation, testing and commissioning including all accessories at 10% of allotted schools.	T + 30
3	Supply, installation, testing and commissioning including all accessories at 20% of allotted schools.	T + 45

4	Supply, installation, testing and commissioning including all accessories for 35% of allotted schools.	T + 60
5	Supply, installation, testing and commissioning including all accessories for 50% of allotted schools.	T+ 75
6	Supply, installation, testing and commissioning including all accessories for 70% of allotted schools.	T + 90
7	Supply, installation, testing and commissioning including all accessories for 85% of allotted schools.	T + 105
8	Supply, installation, testing and commissioning including all accessories for 100% of allotted schools.	T + 120

- 22.2 The installation of LAN in all schools shall be completed within 120 days from the date of issue of Purchase Order, complying with the technical specifications mentioned in Annexure I of the Tender Document.
- 22.3 The transit / freight charges, insurance, all the taxes, loading and unloading charges and all other incidental charges for the supply, installation, testing and commissioning of ordered equipment in good condition to the designated locations shall be borne by the successful tenderer at his own risk and cost and if any defects are found, the same shall be promptly replaced.
- 22.4 If there is a delay beyond 30 days with respect to the timeline stated in Clause 22.1, the uninstalled quantity will be cancelled without any prior notice and allotted to the other suppliers. Notwithstanding the above, the Corporation has the right to permit the Supplier beyond 30 days with penalty, in case of exigencies.
- 22.5 The Corporation reserves the right to purchase the uninstalled quantity arising due to cancellation/termination, from the open market. The consequential loss sustained by the Corporation to this effect shall be deducted from the bill of the Supplier and / or from the Security Deposit without prior intimation.
- 22.6 The Corporation shall have the right to terminate the contract of the successful tenderer who fails to supply, install and commission in full as per the purchase

order and the delivery schedule.	
22.7 The Supplier shall be disqualified in participating in future tender for the abnormal delay in supply, (i.e.) more than 90 days from the due date of supply for the forthcoming 1 year.	
23.	SUBMISSION OF IMPLEMENTATION PLAN
23.1	The successful tenderer has to submit a implementation schedule for completing the project within 5 days from the date of purchase order to the Corporation.
23.2	The successful tenderer is required to submit weekly implementation plan by email to the Corporation on every Friday before 3 PM, starting from the date of purchase order.
23.3	The Corporation reserves its right to physically verify the correctness of the particulars furnished by the tenderer. Any discrepancy will lead to reduction of allotted quantity.
24.	QUALITY AND PERFORMANCE TESTING
24.1	It shall be the responsibility of the Supplier to ensure that the components and accessories are delivered in good condition complying with the specifications and quality parameters.
24.2	After Supply, Installation, Testing and Commissioning of switches and LAN cables at the designated Schools with the technical specifications of all the equipment shall be verified by the DSE or the TPIA appointed by the DSE to ensure the compliance. The successful tenderer shall obtain acknowledgement from the Head of the School and the respective District Educational Officer for proof of Supply, Installation, Testing and Commissioning of LAN in good condition for submission to the Corporation.
25.	WARRANTY
25.1	The warranty of all the equipment with accessories supplied by the Tenderer shall be for a period of 36 months from the date of UAT. The Tenderer shall replace the defective equipment with accessories with new ones at his cost at the designated schools during the period of Warranty.

- 25.2 Defective equipment with accessories, if any, indicated in feedback forms received from Teachers shall be replaced with new equipment with accessories at the designated delivery points at his cost.

Performance Bank Guarantee

- 25.3 A Performance Bank Guarantee equivalent to 10% of the contract value with a validity period of 36 months from a Scheduled Commercial Bank has to be submitted. On completion of the warranty period of 36 months, the performance security (bank guarantee) furnished by the tenderer will be released after recovery of dues, if any.
- 25.4 A document containing the details of the System Integrator responsible to attend the installation, warranty services at each district, name and designation of the contact persons and Service Centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made in case the service provided by any centre is not satisfactory, phone, fax, mobile numbers & email address must be provided along with each peripheral delivered. This would enable the schools to directly approach the tenderer or the service centre in the event of repairs. These details also should be provided to the Corporation and the State Project Directorate, Samagra Shiksha, Tamil Nadu.

26.

PAYMENT TERMS

- 26.1 No advance payment is permissible.
- 26.2 Payment will be processed after satisfactory completion of supply, installation, testing and commissioning of switches, LAN cabling and accessories at each school in a district allotted to the successful tenderer.
- 26.3 The completion reports along with challans signed by the concerned District Educational Officers with acknowledgement duly affixed with proper seal are to be submitted to the Corporation.
- 26.4 Based on the acknowledgements issued by the District Educational Officers, the bills will be admitted and processed. 90% of the bill value will be paid ordinarily in 30 days.
- 26.5 The remaining 10% of the billed amount along with SD will be paid after completion of supply, installation, testing and commissioning of LAN cabling and accessories at all the schools and submission of performance bank guarantee.

26.6	Upon successful completion of 36 months warranty period, the performance bank guarantee will be released.
26.7	All payments under this Contract shall be made to the Bank Account of the Successful tenderer.
26.8	The Corporation reserves the right to recover any dues from the Supplier, which is found on later date, during audit/excess payment, after final settlement is made to them. The tenderer is liable to pay such dues to the Corporation immediately on demand, without raising any dispute/protest.
26.9	The bill raised by the Successful Tenderer shall have all Registration Numbers (GST/TAN/CIN) printed on the Bill. The validity of the Tax Registration during the currency period of the Contract shall be the sole responsibility of the Successful Tenderer.
27.	PENALTY
27.1	Failure to comply with the stipulated timeline (as per clause 22.1) will attract a penalty of 1% per week, on the unfulfilled portion of the contract up to a maximum of 5%. Delays beyond that period will result in cancellation of the orders.
27.2	The response time for attending the complaint raised by each school has to be within 24 hours and resolution time for the same has to be within the next 48 hours. Failure to comply with the above time line will attract a penalty of Rs.1,000 per incidence.
27.3	The Corporation reserves the right to purchase and install the unsupplied quantity arising due to cancellation/termination, from the open market. The consequential loss sustained by the Corporation to this effect shall be deducted from the bill of the Supplier and / or from the Security Deposit without prior intimation.
27.4	If the equipment and accessories supplied are found to be inferior in quality with respect to pre-approved specifications, there shall be replacement of the entire lot and/or a fine up to 10% of the defective lot.

28.	CORRUPT OR FRAUDULENT PRACTICES
28.1	The Tenderers shall observe the highest standard of ethics during tender evaluation and supply of equipment. In order to eliminate irregularities, interference and corrupt practices in tender process by providing transparency in such matters, the Corporation defines the following terms:
28.1.1	‘Corrupt practice’ means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the evaluation process or in contract execution.
28.1.2	‘Fraudulent practices’ mean a misrepresentation of facts in order to influence the evaluation process or execution of a contract / supply to the detriment of the Corporation and includes collusive practice among tenderers (prior to or after Tender submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
28.2	The Corporation will reject a tender if it decides that the Tenderer recommended for the award has engaged in corrupt or fraudulent practices in competing for the tender.
28.3	The Corporation will declare a tenderer ineligible either indefinitely or for a stated period of time to be awarded a contract, if it any time determines that the tenderer has engaged in corrupt and fraudulent practices in competing for the tender or in executing the contract.
29.	TERMINATION OF CONTRACT
29.1	The Corporation reserves the right to terminate the contract at any time during the validity period on account of non-fulfilment of contract or any of the reasons.
29.2	Termination for Default:
29.2.1	If the delay continues beyond 50% of the original supply period, the contract is liable to be terminated at the discretion of the Corporation.
29.2.2	If the Successful Tenderer is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract;
29.2.3	If the Corporation terminates the Contract in whole or in part, the Corporation may procure, upon such terms and in such manner as it deems appropriate, the

equipment similar to those supplied and delivered and in that case, the Successful Tenderer whose contract is terminated in whole or in part shall be liable to the Corporation for any additional costs involved in procuring and supplying the equipment and accessories to the designated destinations. However, the Successful Tenderer shall continue the performance of the Contract to the extent not terminated. The Corporation reserves the right to take further action against the Successful Tenderer whose Contract has been terminated in whole or in part.

29.3 Termination for Insolvency:

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

29.4 Termination for Convenience:

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

30.

BLACKLISTING

30.1 If the tenderer has submitted forged documents in this tender or if any information provided by the tenderer is found to be false/fictitious in any tender of the Government, the tenderer will be blacklisted for a period of 5 years.

30.2 If the successful tenderer fails to execute the Agreement or fails to remit the security deposit within the specified time limit, the Corporation will blacklist the tenderer for a maximum period of 3 years in addition to forfeiture of EMD.

30.3 In the event of non-performance of the contractual provisions or failure to effect the supply within the stipulated time or during the extended period, and if it is

	<p>found that the contractor has not fulfilled the contractual obligation with the Corporation in any manner during the currency of the contract or also found on later date, the Corporation reserves the right to disqualify such successful tenderer to participate in future tenders or blacklist the tenderer up to a maximum period of 5 years.</p> <p>30.4 Termination / full or partial cancellation of the supply of LAN Components and equipments to the Corporation will entail blacklisting of the Supplier for a maximum period of 5 years.</p> <p>30.5 If the successful tenderer is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the contract the Corporation will blacklist the tenderer for a period of 5 years.</p> <p>30.6 The Corporation shall have the right to blacklist the successful tenderer for breach of any Terms and Conditions of the Tender / Agreement at any point of time.</p>
31.	FORCE MAJEURE
31.1	<p>Force Majeure means an event beyond the control of the successful tenderer and not involving the successful tenderer's fault of negligence and not foreseeable. Such event may include but are not limited to the acts of Nature such as fire, floods, epidemics, etc. and other events such as wars, revolutions, quarantine restrictions, etc.</p> <p>31.2 If a Force Majeure situation arises, the successful tenderer shall promptly notify the Corporation of such conditions and the causes thereof through e-mail within 24 hours of such event. The e-mail communication shall be followed by a report with documentary evidence to be sent to the Corporation within 3 days from the date of occurrence of such event. Unless otherwise directed by the Corporation in writing, the successful tenderer shall continue to perform his obligations under the Contract to a reasonably practical extent and shall seek all reasonable alternative means for effective performance of the Contract in time.</p> <p>31.3 In the event of Force Majeure, the delivery period will be extended for a period equivalent to the period during which Force Majeure event was in existence. For this period, the successful tenderer shall not be liable to pay penalty. Further if the performance in whole or part, of any obligation under this Contract is</p>

prevented or delayed by reason of Force Majeure for a period exceeding 21 days, the Corporation may at its option and discretion terminate the Contract.	
32.	GENERAL CONDITIONS
32.1	Conditional tender in any form will not be accepted.
32.2	Corporation reserves the right to relax or waive or amend any of the tender conditions.
32.3	The right of final acceptance of the tender is entirely vested with the Corporation and the Corporation reserves the right to accept or reject any or all the tenderers in part or in totality or to negotiate with any or all the tenderers or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.
32.4	The successful tenderer shall not offload either full or part of the work to any other tenderer.
32.5	Any notice regarding any problems, to the tenderer shall be deemed to be sufficiently served, if given in writing by email and/or communication sent to his usual or last known place of business.
32.6	If any discrepancy was found in the tenderer's documents provided in support of qualification criteria at a later date, the Corporation has the right to cancel the order and forfeit the EMD and Security Deposit of the tenderer.
33.	DISPUTE RESOLUTION BOARD
33.1	A Dispute Resolution Board (DRB) shall be formed in order to resolve the disputes that may arise during the currency of the contract. The members of the DRB shall be nominated by the Corporation and the successful tenderer. If any party is not satisfied with the decision of the DRB, the issue shall be referred for Arbitration.
34.	ARBITRATION
34.1	The issues not resolved by DRB shall be referred for Arbitration and same shall be dealt in accordance with the Indian Arbitration and Conciliation Act, 1996 and Rules of Indian Council of Arbitration. The Arbitrator shall be selected by the successful tenderer from the panel of Arbitrators approved by the Corporation within 15 days from the date of receipt of the letter from the Corporation along with the panel. If there is no reply from the tenderer within 15 days, the

Corporation shall choose any of the Arbitrators from the panel of Arbitrators referred to above. The remuneration for the Arbitrator and other expenses shall be shared equally by the Corporation and the tenderer.

34.2 The venue of the Arbitration shall be at the Head office of the Corporation in Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration. The language of arbitration proceedings shall be in English.

34.3 The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the Courts at Chennai city only.

35.	JURISDICTION OF THE COURT
------------	----------------------------------

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

35.2 The Successful Tenderer is required to submit an undertaking towards jurisdiction of legal proceedings in the format uploaded in **ANNEXURE - XX**.

We agree to the above terms and conditions.

SIGNATURE OF THE TENDERER:

DATE:

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

ANNEXURE I**DETAILED TECHNICAL SPECIFICATIONS****1.1 L2 Managed 24 Port Switch**

S.No	Parameter	Specification
1	Ports	24 x 10/100/1000Base-T Ports + 4 x 1G (SFP Slot)
2	Performance	Shall support 56 Gbps Switch Capacity and 41.7 mbps forwarding rate
3	ACL & Vlan Table	Shall support minimum 250 ACL Table & 4K Vlan, 8K Mac Address
4	Vlan	Port Based Vlan, Private Vlan, IEEE802.1Q, Protocol Based Vlan, Voice Vlan
5	Multicast Functions	IGMP v1/v2/v3 snooping, IGMP Fast Leave
6	Security Features	Mac Based ACL, IP based ACL, MAC-IP ACL, User-Defined ACL, VLAN ACL, Port Security, ARP Binding, AAA, IEEE 802.1x, TACACS+, Radius
7	DHCP Management	IPv4 DHCP Client, IPv4 DHCP Snooping, Option 82
8	Spanning Tree	802.1D STP, 802.1W RSTP, 802.1S MSTP Root Guard/Restriction, BPDU Forwarding, Loop back Detection
9	Management Port	Must Have RJ45 Console Port (Out of Band) or USB console
10	Operation Management	TFTP/FTP CLI, Console, Web/SSL (IPv4/IPv6), SSH (IPv4/IPv6), SNMPv1/v2c/v3, Private MIB interface
11	IPv6 Features	Support IPv4/v6 Dual stack
12	Operating Temperature	Operating Temperature : 0 °C ~ 40 °C (32°F ~ 104°F)
13	Certificate	CE or FCC, UL 60950 or IEC 60950 or IS 13252

1.2 LAN Connectivity

S. No	Parameter	Specifications
1.	Network connectivity	<p>LAN Ethernet Connectivity (to Desktop PCs, network Devices)</p> <ul style="list-style-type: none"> • LAN: Proper structured CAT 6 cabling should be done. Cable shall be flame retardant and should support IEC 60332-1-2, IEC 61034-2:2013 and IEC 60754-2:2011 Standards • LAN Cable should operate on bandwidth up to 250 MHz as per International standard. • 1 or 2 inch PVC casing capping (BIS Standard) to run through the LAN cable. • Necessary Patch panels, patch cords, SMB box along with IO should be used as required.

1.3 9U Wall Mount Rack for Network device

S. No	Parameter	Specifications
1.	Height & Dimension	Height 9U, Width 550 and Depth 600mm
2.	Material Thickness	0.8mm or better
3.	Loading capacity	35Kg \pm 10% or better
4.	Front Door	4mm Tinted and toughened Glass door with Lock and key
5.	Cabinet Material	CRCA sheet with Epoxy Texture Powder coating
6.	Mounting	Wall Mount equipped with 1.2 mm mounting angle
7.	Form Factor	Rack Mount/DIN Rail
8.	General	<ul style="list-style-type: none"> • Rubber Closure for cable entry holes • 19" Adjustable rails in the front and rear, Top and bottom cable entry facility • Hardware Screw pocket included
9.	PDU	6 Socket 5Amp PDU with surge protector (BIS certified Sockets)
10.	Earthing	Earthing provision provided in rack
11.	Certificate	UL Certified

1.4 Electrical Work

S. No	Parameter	Specifications
1.	Minimum requirements	<ul style="list-style-type: none">• Should do sufficient electrical wiring (of ISI marked & branded) for switches which is hosted.• Switch should be earthed in the existing earth pit.

The above specifications are minimum requirements. The tenderers shall offer the devices strictly meeting the above requirements or with better specifications.

Any material or equipment not specifically stated in the specification but which are necessary for satisfactory operation of the devices and establishing connectivity shall deem to be included in the scope of supply.

ANNEXURE - II

LETTER OF THE TENDERER

To
The Managing Director
Tamil Nadu Textbook and Educational Services Corporation,
EVK SAMPATH MAALIGAI, D.P.I. Campus, 68, College Road,
Chennai-600 006. Tamil Nadu.

Sir,

I / We do hereby tender / offer to the Tamil Nadu Textbook and Educational Services Corporation for the “ **supply, installation, testing and commissioning of local area network components and accessories to Govt. schools**” conforming to the technical specifications and to the conditions stated in the annexed contract and specification attached hereto.

I / We have carefully understood the conditions of tender, details of the materials to be supplied and the specifications and drawings with all the stipulations to which I / We agree to comply.

I / We hereby undertake to complete the installation and commissioning of equipment and accessories at the designated places mentioned in the contract, within the time limit as specified by the Corporation.

I am / We are quite aware that quality of the materials and time of delivery are the essence of this contract and accordingly, I / we would adhere to the same.

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

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

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

I / We hereby undertake and agree to pay the Security Deposit as per the tender conditions within seven days from the date of issue of Letter of Acceptance.

I / We undertake to sign the contract with the Corporation within seven days from the date of issue of Letter of Acceptance.

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

I / We further agree that in the event of my/our failing to deposit securities mentioned above or to produce the latest income tax and GST clearance certificate or to execute the Contract within the period of seven days as referred to above, the sum of **Rs. 15,00,000 Lakhs (Rupees Fifteen Lakhs only)** deposited with the tender shall be forfeited by the Tamil Nadu Textbook and Educational Services Corporation and in addition, the Managing Director, Tamil Nadu Textbook and Educational Services Corporation, shall be entitled to cancel the contract and there upon arrange for any other person or persons to supply the materials herein before mentioned and I / We agree to be liable for all damages, losses, charges and expenses arising from or by reason of such failure on our part.

I / We hereby further agree and undertake that:

- a. In case, there is any defect found in the equipment and accessories or in any part of the equipment and accessories delivered, we undertake to replace the same by a new one.
- b. If the equipment and accessories delivered is found to have even the slightest damage, due to any reason like in the process of transportation, the material should be replaced by a new one.

I / We hereby declare that I / We agree to do the various acts, deeds and things referred to herein, for enabling the Corporation to procure the equipment and accessories conforming to specifications.

Having fully understood the tender conditions and the above undertaking in this letter, I / we sign this _____ day of _____ at _____.

Yours faithfully,

Authorized Signature :

Name & Title of Signatory :

Name of the Tenderer :

Address :

ANNEXURE - III

COVERING LETTER FOR TECHNICAL PROPOSAL

(on Applicant's Letterhead)

Date:_____

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

The Managing Director

Tamil Nadu Textbook and Educational Services Corporation,
EVK Sampath Maaligai, DPI Campus, 68, College Road,
Chennai-600 006.

Sir,

Sub : Tender for Selection of System Integrator for supply, installation, testing and commissioning of local area network components and accessories to 6,029 Govt. schools - Submission of Technical Proposal (Part-A) - Reg

Ref : Your Tender Notice Dt.

With reference to your tender notice, we submit herewith our Tender for Selection of System Integrator for supply, installation, testing and commissioning of local area network components and accessories to 6,029 Govt. schools as specified in this tender document.

We upload the following documents:

- 1) Tender conditions duly signed in each page and uploaded in token of accepting the Tender conditions
- 2) UTR Copy for ₹_____/ - paid online towards Earnest Money Deposit in the E-procurement portal.
- 3) Authorization letter from the tenderer for the person to sign the tender
- 4) Details of the Tenderer (as per Annexure-IV)

- 5) Address proof document for having local office in Chennai
- 6) Manufacturer's Authorization Form (MAF) from OEM (as per Annexure-V)
- 7) Undertaking from tenderer stating that procurement is not from a country sharing land border with India (as per Annexure-VI)
- 8) Copy of certificate of incorporation/registration and copy of Memorandum and Articles of Association in case of Private / Public Limited Companies.
- 9) Copy of LLP registration or registered partnership deed in case of Partnership Firm
- 10) Copy of GST Registration certificate
- 11) GST Return copies for the last 5 consecutive financial years i.e. 2018-19 to 2022-23. If annual GST return has not been filed, GSTR1/GSTR4 in support of GST sales shall be furnished.
- 12) Certificate of average annual turnover duly certified by a Chartered Accountant with UDIN (as per Annexure - VI) in Original.
- 13) Audited Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e., 2020-21, 2021-22 and 2022-23.
- 14) Copy of Work Order / Completion Certificate in support of Clause 4.7 and form as per Annexure-VIII.
- 15) Net worth certified by Chartered Accountant along with UDIN (as per Annexure-IX)
- 16) Declaration for not having blacklisted either by Corporation or by any other Govt. organisation (as per Annexure - X)
- 17) Declaration for not having tampered the Tender documents downloaded from the website www.tntenders.gov.in (Annexure - XI)
- 18) Copies of valid ISO certifications in support of Clause 4.10.
- 19) Declaration for accepting Terms and Conditions of Tender (as per Annexure - XII)
- 20) Checklist of documents uploaded as per Annexure - XIV
- 21) Notarized translated English version of the documents in a language other than English/Tamil, if any

Yours faithfully,

**SIGNATURE OF THE TENDERER
(WITH SEAL)**

Encl: As stated above

ANNEXURE - IV**DETAILS OF THE TENDERER**

S.No.	Particulars	Description/Details
A	Name of Tenderer	
B	Contact Details	
	Registered Office Address	
	Telephone / Mobile No.	
	Fax No.	
	Email	
	Website	
C	Constitution of Tenderer	Proprietor / Partnership firm / Company
	PAN No.	
	TAN No.	
	GST No.	
D	Incorporation Details	
	Incorporation Number (CIN/LLP No.)	
	Date of Incorporation	
	Authority	
E	Name of Authorized Signatory	
	Position	
	Telephone / Mobile No.	
	Fax No.	
	Mobile	
	Email	
F	Address of Tenderer's Chennai Office	
G	Details of Blacklisting by the Corporation / PSU / State or Central Government Departments / Quasi Govt. Agencies / Local Government bodies	
H	Bank Account details	
	Bank name	
	Branch Name and Address	
	Account Number	
	IFSC	
	MICR	
I	Address of OEM's Chennai Office	

I.	Address of the OEM's Manufacturing units	1. 2. 3.

Add documentary proof for all the above particulars

SIGNATURE OF THE TENDERER
(with seal)

ANNEXURE - V

LETTER OF AUTHORIZATION FROM ORIGINAL EQUIPMENT MANUFACTURER

To,

The Managing Director
Tamil Nadu Textbook and Educational Services Corporation,
EVK Sampath Maaligai, DPI Campus, 68, College Road,
Chennai-600 006

Sir,

We hereby authorize M/s_____ to undertake to submit a Tender and subsequently negotiate and sign the contract with the Tamil Nadu Textbook and Educational Services Corporation (TNTB&ESC) against Tender No._____ for supply, installation, testing and commissioning of local area network components and accessories to 6,029 Govt. schools manufactured by us. We hereby extend our Comprehensive Warranty for 1 years from the date of UAT for the local area network components and accessories offered for supply by the above firm/company against this tender.

We also undertake to provide timely supplies as per terms of tender and as agreed mutually and also to provide a trouble free and continuous support either directly or through our authorized partners under our supervision during the said support period. We will provide the necessary support in the event of upgradation of any is necessitated while providing the support and will arrange for complete replacement of the item(s) with an equivalent / higher version.

For this tender we authorize M/s._____
(Complete address and full contact details of the tenderer) to be our sales and service partner. In the event of discontinuation of supply and service by our partner or any problem arises during provision of supply and services, the entire responsibility to provide trouble free and continuous supply and services to the end user rests with us and we undertake to provide supply and services directly or through our alternative sales / service partners.

In case of violation of any of the conditions above, I/We_____ understand that I/We are liable to be blacklisted by TNTB&ESC for a period of three years.

(Signature for and on behalf of Principal)

NOTE: COMPETENT AUTHORITY OF THE MANUFACTURER SHOULD ISSUE THE LETTER OF AUTHORIZATION FOR EACH TENDERER SEPARATELY.

ANNEXURE VI

UNDERTAKING FROM TENDERER

(on Company Letterhead)

Date:

1. I/We have read the clause regarding restrictions on procurement from a tenderer of a country which shares a land border with India; I/We hereby certify that I/We am/are not from such a country and am/are eligible to be considered.

OR

2. I/We have read the clause regarding restrictions on procurement from a tenderer of a country, which shares a land border with India; I/We certify that this tenderer is not from such a country or, if from such a country, has been registered with the Competent Authority. I/We hereby certify that this tenderer fulfils all requirements in this regard and is eligible to be considered. **[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]**

(Choose either 1 or 2, as applicable)

Place:

SIGNATURE OF THE TENDERER
(with seal)

ANNEXURE VII**ANNUAL TURNOVER STATEMENT**

The Annual turnover of M/s
 for the past three years are given below.

S.No.	Financial Year *	Turnover (₹ in lakh)
1.	2020-21	
2.	2021-22	
3.	2022-23	
	Total	
Average annual turnover for last 3 consecutive years		

* Note: Average Annual Turnover of three consecutive financial years will be considered
 i.e., FY 2020-21, 2021-22 and 2022-23.

Certified that the above statement is true and correct.

DATE :

SIGNATURE OF THE TENDERER :

SIGNATURE OF CHARTERED ACCOUNTANT :
 (with Seal and Address)

UDIN :

ANNEXURE - VIII

DETAILS OF WORK ORDERS COMPLETED

S. No.	Name & address of Central Government Departments/ State Government Departments/ Central PSUs/ State PSUs / Banks	Location of the Work (Town / State)	Name, Phone/ Mobile no. of the contact person of the client	Project Cost in ₹ Lakhs	Project Description	Project start date	Project end date	Work Order enclosed (Yes/No)	Work completion certificate Enclosed (Yes/No)

SIGNATURE OF THE TENDERER
(with seal)

ANNEXURE - IX

NET WORTH CERTIFICATE

Certified that the net worth of M/s _____
as on 31.03.2023 is ₹ _____.

DATE :

SIGNATURE OF THE TENDERER :

SIGNATURE OF CHARTERED ACCOUNTANT :
(with seal, membership no. and Address)

UDIN :

ANNEXURE - X

DECLARATION FOR NOT HAVING BLACKLISTED

Date: _____

I/We declare that M/s _____/the firm/
company or its partners / shareholders have not been blacklisted in the last 5 years as
on the date of tender opening by the Corporation or Central / State Government
departments and Quasi Government Organizations.

I/We understand that even if the blacklisting was subsequently revoked, I/we are **not
eligible** to participate in the tender.

**SIGNATURE OF THE TENDERER
(with seal)**

ANNEXURE - XI

DECLARATION FOR NOT HAVING TAMPERED TENDER DOCUMENT

Date: _____

- a) I/We _____ having our office at _____ do declare that I/We have carefully read all the conditions of tender sent to me/us by Corporation, for the tenders floated vide tender ref.no. _____ for the Selection of System Integrator for supply, installation, testing and commissioning of local area network components and accessories to 6,029 Govt. schools as per the tender conditions.
- b) I/We have downloaded the tender document from the site **<https://tntenders.gov.in>** and I / We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our tender will be summarily rejected and full Earnest Money Deposit will be forfeited and I /We am/are liable to be banned from doing business with Corporation or prosecuted.

SIGNATURE OF THE TENDERER
(with seal)

ANNEXURE - XII

DECLARATION FOR ACCEPTING TERMS AND CONDITIONS OF TENDER

Date: _____

- a) I/We having the registered office at..... declare that I/we have carefully read and accept all the terms and conditions of Tender floated by the Tamil Nadu Textbook and Educational Services Corporation, Chennai vide Tender Ref.No. ____ for the for the Selection of System Integrator for supply, installation, testing and commissioning of local area network components and accessories to 6,029 Govt. schools strictly conforming to the specifications as given in the Tender Document and I / we shall abide by all the conditions set forth therein.
- b) I/we also undertake to take back the rejected defective and the User Acceptance Test failed equipment, supplied by us at my/our risk & cost and replace the same within the stipulated time as per instructions of Tamil Nadu Textbook and Educational Services Corporation, Chennai.

**SIGNATURE OF THE TENDERER
(with seal)**

ANNEXURE- XIII

CLARIFICATION ON TENDER DOCUMENT

TENDERER'S REQUEST FOR CLARIFICATION			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization/Authorized Representative
			Tel:
			Fax:
			Email:
S. No.	Reference(s) (Section, Page)	Content of Tender requiring Clarification	Points of clarification required
1			
2			
3			

SIGNATURE OF THE TENDERER
(with seal)

ANNEXURE - XIV**CHECKLIST OF DOCUMENTS - PART-A (TECHNICAL BID)**

S. No.	Checklist	Uploaded (Yes/No)	Reference to Tender (Page No.)
1.	A letter of the tenderer in the prescribed format addressed to Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600 006 (as per Annexure - II)		
2.	A covering letter on official letterhead of tenderer addressed to Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600 006 (as per Annexure-III)		
3.	Tender conditions duly signed on each page and uploaded in token of accepting the Tender conditions		
4.	UTR Copy for ₹_____/ - paid online towards Earnest Money Deposit in the E-procurement portal.		
5.	Details of the Tenderer (as per Annexure- IV)		
6.	Authorization letter from the tenderer for the person to sign the tender		
7.	Manufacturer's Authorization Form (MAF) from OEM as per Annexure - V for CAT 6 cables and switches (only for Supplier & Authorised Dealer).		
8.	Undertaking from tenderer stating that the Tenderer is not from a country sharing land border with India as per Annexure - VI		
9.	Copy of Memorandum and Articles of Association		
10.	Copy of Registration for LLP/registered partnership deed in case of Partnership Firm		
11.	Copy of GST Registration certificate		
12.	Copy of PAN Card		
13.	Average annual turnover for last 3 financial years duly certified by Chartered Accountant along with UDIN (as per Annexure - VII) in Original		
14.	Audited Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e., 2020-21, 2021-22 and 2022-23.		

S. No.	Checklist	Uploaded (Yes/No)	Reference to Tender (Page No.)
15.	GST Return copies for the last 5 consecutive financial years i.e., 2018-19 to 2022-23. If annual GST return has not been filed, GSTR1/GSTR4 in support of GST sales.		
16.	Copy of Work Order/Agreement in support of Clause 4.7 along with details as per Annexure - VIII		
17.	Net worth certified by Chartered Accountant along with UDIN (as per Annexure- IX) in Original		
18.	Declaration for not having blacklisted either by Corporation or by any other Government organisation (as per Annexure - X).		
19.	Declaration for not having tampered the Tender documents downloaded from the website www.tntenders.gov.in (as per Annexure - XI).		
20.	Copies of valid ISO Certificates in support of Clause 4.10		
21.	Declaration for accepting Terms and Conditions of Tender (as per Annexure - XII)		
22.	Proof for having a local office in Chennai [copy of GST Registration, Property tax receipt, Rental agreement, Landline telephone bill, Electricity bill (any one)]		
23.	Notarized translated English version of the documents in a language other than English/Tamil, if any.		

SIGNATURE OF THE TENDERER
(with seal)

ANNEXURE - XV**CHECKLIST OF DOCUMENTS - PART-B (PRICE BID)**

S.No	Checklist	Uploaded (Yes/No)	Reference to Tender (Page No.)
1.	A letter of the tenderer in the prescribed format addressed to Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600 006 (as per Annexure - XVI)		
2.	Financial Proposal (Part B) in the BoQ format to be uploaded in the E-Procurement Portal		

SIGNATURE OF THE TENDERER
(with seal)

ANNEXURE - XVI

PART - B

COVERING LETTER FOR FINANCIAL PROPOSAL (PRICE BID)

(on Applicant's Letterhead)

Date: _____

From,
Name:
Address:
Phone:
Fax:
E-mail:

To,
The Managing Director
Tamil Nadu Textbook and Educational Services Corporation, EVK
SAMPATH MAALIGAI, DPI Campus,
68, College Road, Chennai-600 006

Sir,

Sub : Tender for Selection of System Integrator for supply, installation, testing and commissioning of local area network components and accessories to 6,029 Govt. schools - Submission of Financial Proposal (Part-B) - Reg

Ref : Your Tender Notice

With reference to your tender notice, we have submitted our Financial Proposal (Price Bid) in the E-Procurement Portal for Selection of System Integrator for supply, installation, testing and commissioning of local area network components and accessories to 6,029 Govt. schools as specified in this tender document.

I/We agree that uploaded Financial Proposal (Price Bid) shall remain valid for a period of 120 (One hundred Twenty) days from the date of opening of Tender or for such further period that will be mutually agreed upon by the Tenderer and Corporation.

Yours faithfully,

**Signature of the Tenderer
(Seal)**

Encl: Financial Proposal (Part-B)

ANNEXURE - XVII

FINANCIAL PROPOSAL FORMAT (Part-B)

Tender for Selection of System Integrator for supply, installation, testing and commissioning of local area network components and accessories to 6,029 Govt. schools

RATES ARE TO BE ENTERED ONLY IN THE BOQ FORMAT PROVIDED IN THE E-PROCUREMENT PORTAL

S.No.	Item Description	Basic cost per School (in ₹)	GST (in %)	Total amount with GST per school (in ₹)	No. of Schools	UOM	Total amount with GST for all Schools (in ₹)
1.	Supply, installation, testing and commissioning of LAN components and accessories at schools with 20 computers as per the scope of work in clause 2				2,939	Nos.	
2.	Supply, installation, testing and commissioning of LAN components and accessories at schools with 10 computers as per the scope of work in clause 2				3,090	Nos.	
Total Amount							

ANNEXURE - XVIII

FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ *[name of Employer]*
 _____ *[address of Employer]*

WHEREAS _____ *[name and address of Successful Tenderer]* (hereinafter called "the Successful Tenderer") has undertaken, in pursuance of Tender No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Successful Tenderer shall furnish you with a Bank Guarantee by a scheduled commercial bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Successful Tenderer such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Successful Tenderer, up to a total of _____ *[amount of guarantee]* ¹ _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* ¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Successful Tenderer before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Successful Tenderer shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 6 Calendar months from the date of issue of Bank Guarantee.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

- ¹ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

ANNEXURE - XIX

MODEL AGREEMENT FORM

AGREEMENT

This Agreement made this ____th day of _____ 2023 BETWEEN TAMILNADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION, EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600 006, herein after referred to as "Corporation" on ONE PART and M/s. _____

_____ (Name & Address of Supplier) represented by its _____, Shri. _____, hereinafter called the "SUPPLIER" on the OTHER PART.

1. Whereas Corporation desired to undertake Local Area Network (LAN) cabling at 6,029 Govt. Schools, by calling tenders which were opened on _____
2. And whereas Supplier, M/s. _____), has made an offer to supply, install, test and commission LAN components along with required accessories at 6,029 Govt. schools on _____.
3. And whereas the Supplier has quoted all inclusive rate of ₹ _____/- (Rupees _____ only) per school for schools with 20 computers for supply, installation and commissioning of LAN components along with required accessories and ₹ _____/- (Rupees _____ only) per school for schools with 10 computers for supply, installation and commissioning of LAN components along with required accessories.
4. And whereas the Supplier after due negotiation agreed to undertake the contract for supply, installation and commissioning of LAN components along with required accessories for schools with 20 computers at ₹ _____/- (Rupees _____ only) inclusive of all duties & taxes and ₹ _____/- (Rupees _____ only) inclusive of all duties & taxes for schools with 10 computers.
5. Whereas Corporation has accepted the negotiated rate of the Supplier vide letter No. _____ dated _____.
6. And whereas both Corporation and the Supplier have agreed to execute an agreement setting out the terms and conditions here under mentioned as agreed to by both the parties to this agreement.

7. NOW THIS DEED OF AGREEMENT WITNESSES:**(i) EMD and Security Deposit**

- a) The Supplier has remitted online an amount of ₹ _____/- (Rupees _____ only) towards Earnest Money Deposit (EMD) in the E-procurement portal.
- b) The “Supplier” has remitted an amount of ₹ _____/-(Rupees _____ only) towards Security Deposit (SD) being 5% of the allotted quantity after adjusting the Earnest Money Deposit of ₹ _____/-, in the form of in the form of Demand Draft / Banker’s cheque on any Scheduled Commercial Bank in favour of the “Tamil Nadu Textbook and Educational Services Corporation or by an Irrevocable Bank Guarantee with a validity period of 6 months from any Indian Scheduled Commercial Bank.
- c) Security Deposit will be returned only after the completion of the Contract in full without any deficiency or default and to the entire satisfaction of the Corporation. The Security Deposit so held by the Corporation, shall not earn any interest.
- d) In case of non-fulfilment of the contract and/or failure to supply the ordered quantity of equipment and accessories in full or part within the delivery period as per the terms and conditions stipulated in the tender, the Security Deposit will be forfeited.

The detailed price schedule is given as under:

S.No.	Item Description	Total Price inclusive of GST (in ₹)
1		
2		
3		

8. ISSUE OF PURCHASE ORDER

After furnishing the security deposit and execution of the agreement, Purchase Order will be issued.

9. LIST OF SCHOOLS

The supply, installation, testing and commissioning of LAN components and equipments to be established in the schools listed in the Purchase Order. The Corporation reserves its right to change the school list for operational convenience. The supplier will not have any right to ask for change of school.

10. SCHEDULE OF SUPPLY

- (a) The supply, installation, testing and commissioning of LAN components and accessories shall be completed as per the schedule below:

T = Date of issue of Purchase Order

S.No.	Milestone	Due date of Delivery (days)
1	Date of issue of purchase order	T
2	Supply, installation, testing and commissioning including all accessories at 10% of allotted schools.	T + 30
3	Supply, installation, testing and commissioning including all accessories at 20% of allotted schools.	T + 45
4	Supply, installation, testing and commissioning including all accessories for 35% of allotted schools.	T + 60
5	Supply, installation, testing and commissioning including all accessories for 50% of allotted schools.	T + 75
6	Supply, installation, testing and commissioning including all accessories for 70% of allotted schools.	T + 90
7	Supply, installation, testing and commissioning including all	T + 105

S.No.	Milestone	Due date of Delivery (days)
	accessories for 90% of allotted schools.	
8	Supply, installation, testing and commissioning including all accessories for 100% of allotted schools.	T + 120

- (b) The installation of LAN in all schools shall be completed within 120 days from the date of issue of Purchase Order, complying with the technical specifications mentioned in Annexure I of the Tender Document.
- (c) The supply and installation at the designated school locations in the State of Tamil Nadu as per the Purchase Order. The transit / freight charges, insurance, all the taxes, loading and unloading charges and all other incidental charges for the supply and delivery of ordered equipment in good condition to the designated locations shall be borne by the Supplier at his own risk and cost and if any defects are found, the same shall be promptly replaced.
- (d) If there is a delay beyond 30 days with respect to the due date of delivery stated in Clause 10.(a), the unsupplied quantity will be cancelled without any prior notice and allotted to the other suppliers. Notwithstanding the above, the Corporation has the right to permit the Supplier beyond 30 days with penalty, in case of exigencies.
- (e) The Corporation reserves the right to purchase the unsupplied quantity arising due to cancellation/termination, from the open market. The consequential loss sustained by the Corporation to this effect shall be deducted from the bill of the Supplier and / or from the Security Deposit without prior intimation.
- (f) The Corporation shall have the right to terminate the contract of Supplier who fails to supply, install and commission in full as per the purchase order and the delivery schedule.
- (g) The Supplier shall be disqualified in participating in future tender for the abnormal delay in supply, (i.e.) more than 90 days from the due date of supply for the forthcoming 1 year.

11. SUBMISSION OF IMPLEMENTATION PLAN

- a. The supplier has to submit a supply schedule for delivery of ordered quantity within 5 days from the date of purchase order to the Corporation.

- b. The supplier is required to submit weekly production plan by email to the Corporation on every Friday before 3 PM, starting from the date of purchase order.
- c. The Corporation reserves its right to physically verify the correctness of the particulars furnished by the Supplier. Any discrepancy will lead to reduction of allotted quantity.

12. QUALITY AND PERFORMANCE TESTING

- a. It shall be the responsibility of the Supplier to ensure that the components and accessories are delivered in good condition complying with the specifications and quality parameters.
- b. After Supply, Installation, Testing and Commissioning of LAN cables at the designated Schools with the technical specifications of all the equipment shall be verified by the DSE or the TPIA appointed by the DSE to ensure the compliance. The supplier shall obtain acknowledgement from the Head of the School and the respective District Educational Officer for proof of Supply, Installation, Testing and Commissioning of LAN in good condition for submission to the Corporation

13. WARRANTY

- (a) The warranty of all the equipment with accessories supplied by the supplier shall be for a period of 36 months from the date of UAT. The supplier shall replace the defective equipment with accessories with new ones at his cost at the designated schools during the period of Warranty.
- (b) Defective equipment with accessories, if any, indicated in feedback forms received from Teachers shall be replaced with new equipment with accessories at the designated delivery points at his cost.
- (c) A Performance Bank Guarantee equivalent to 10% of the contract value with a validity period of 36 months from a Scheduled Commercial Bank has to be submitted. On completion of the warranty period of 36 months, the performance security (bank guarantee) furnished by the supplier will be released after recovery of dues, if any.
- (d) A document containing the details of the System Integrator responsible to attend the installation, warranty services at each district, name and designation of the

contact persons and Service Centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made in case the service provided by any centre is not satisfactory, phone, fax, mobile numbers & email address must be provided along with each peripheral delivered. This would enable the schools to directly approach the Supplier or the service centre in the event of repairs. These details also should be provided to the Corporation and the State Project Directorate, Samagra Shiksha, Tamil Nadu.

14. PAYMENT TERMS

- (a) No advance payment is permissible.
- (b) Payment will be processed after satisfactory completion of supply, installation testing and commissioning of LAN cabling and accessories at each school in a district.
- (c) The completion reports along with challans signed by the concerned District Educational Officers with acknowledgement duly affixed with proper seal are to be submitted to the Corporation.
- (d) Based on the acknowledgements issued by the District Educational Officers, the bills will be admitted and processed. 90% of the bill value will be paid ordinarily in 30 days.
- (e) The remaining 10% of the billed amount along with SD shall be paid after completion of supply, installation, testing and commissioning of LAN cabling and accessories at all the schools and submission of performance bank guarantee.
- (f) Upon successful completion of 36 months warranty period, the performance bank guarantee will be released.
- (g) All payments under this Contract shall be made to the Bank Account of the Supplier.
- (h) The Corporation reserves the right to recover any dues from the Supplier, which is found on later date, during audit/excess payment, after final settlement is made to them. The Supplier is liable to pay such dues to the Corporation immediately on demand, without raising any dispute/protest.
- (i) The bill raised by the Supplier shall have all Registration Numbers (GST/TAN/CIN) printed on the Bill. The validity of the Tax Registration during the currency period of the Contract shall be the sole responsibility of the Supplier.

15. PENALTY

- a) Failure to comply with the stipulated timeline (as per clause 10(a)) will attract a penalty of 1% per week, on the unfulfilled portion of the contract upto a maximum of 5%. Delays beyond that period will result in cancellation of the orders.
- b) The response time for attending the complaint raised by each school has to be within 24 hours and resolution time for the same has to be within the next 48 hours. Failure to comply with the above time line will attract a penalty of Rs.1000 per incidence.
- c) The Corporation reserves the right to purchase the unsupplied quantity arising due to cancellation/termination, from the open market. The consequential loss sustained by the Corporation to this effect shall be deducted from the bill of the Supplier and / or from the Security Deposit without prior intimation.
- d) If the equipment and accessories supplied are found to be inferior in quality with respect to pre-approved specifications, there shall be replacement of the entire lot and/or a fine up to 10% of the defective lot.

16. CORRUPT AND FRAUDULENT PRACTICES

- a) The supplier shall observe the highest standard of ethics during the duration of the contract. In order to eliminate irregularities, interference and corrupt practices by providing transparency in such matters, the Corporation defines the following terms:
 - i) 'Corrupt practice' means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the evaluation process or in contract execution.
 - ii) 'Fraudulent practices' mean a misrepresentation of facts in order to influence the evaluation process or execution of a contract / supply to the detriment of the Corporation and includes collusive practice among tenderers (prior to or after Tender submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
 - b) The Corporation will reject a supplier if it decides that the supplier has engaged in corrupt or fraudulent practices in competing for the tender.
-

- c) The Corporation will declare a supplier ineligible either indefinitely or for a stated period of time to be awarded a contract, if it any time determines that the supplier has engaged in corrupt and fraudulent practices in competing for the tender or in executing the contract.

17. TERMINATION OF CONTRACT

The Corporation reserves the right to terminate the contract at any time during the validity period on account of non-fulfilment of contract or any of the reasons.

(a) Termination for Default:

- (i) If the delay continues even after 50% of the original supply period, the contract is liable to be terminated at the discretion of the Corporation.
- (ii) If the supplier is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract;
- (iii) If the Corporation terminates the Contract in whole or in part, the Corporation may procure, upon such terms and in such manner as it deems appropriate, the equipment similar to those supplied and delivered and in that case, the Supplier whose contract is terminated in whole or in part shall be liable to the Corporation for any additional costs involved in procuring and supplying the equipment and accessories to the designated destinations. However, the Supplier shall continue the performance of the Contract to the extent not terminated. The Corporation reserves the right to take further action against the supplier whose Contract has been terminated in whole or in part.

(b) Termination for Insolvency:

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

(c) Termination for Convenience:

- (i) The Corporation may terminate the Contract in whole or in part at any time during the validity period of the Contract for its convenience by giving 15 days' written notice and without compensation to the Supplier. The notice of termination shall specify that termination is for the Corporation's convenience, the extent to which the Contract is terminated, and the date upon which such termination becomes effective. The termination of the

contract is without prejudice to the penal consequences and damages for which the Supplier shall be liable for violation of the Contractual obligations.

18. BLACKLISTING

- (a) If the supplier has submitted forged documents in this tender or if any information provided by the supplier is found to be false/fictitious in any tender of the Government, the Supplier will be blacklisted for a period of 5 years.
- (b) In the event of non-performance of the contractual provisions or failure to effect the supply within the stipulated time or during the extended period, and if it is found that the contractor has not fulfilled the contractual obligation with the Corporation in any manner during the currency of the contract or also found on later date, the Corporation reserves the right to disqualify such Supplier to participate in future tenders or blacklist the Supplier up to a maximum period of 5 years.
- (c) Termination / full or partial cancellation of the supply of LAN Components and equipments to the Corporation will entail blacklisting of the Supplier for a maximum period of 5 years.
- (d) If the supplier is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the contract the Corporation will blacklist the Supplier for a period of 5 years.
- (e) The Corporation shall have the right to blacklist the supplier for breach of any Terms and Conditions of the Tender / Agreement at any point of time.

19. FORCE MAJEURE

- (a) Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault of negligence and not foreseeable. Such event may include but are not limited to the acts of Nature such as fire, floods, epidemics, etc. and other events such as wars, revolutions, quarantine restrictions, etc.
- (b) If a Force Majeure situation arises, the Supplier shall promptly notify the Corporation of such conditions and the causes thereof through e-mail within 24 hours of such event. The e-mail communication shall be followed by a report with documentary evidence to be sent to the Corporation within 3 days from the date of occurrence of such event. Unless otherwise directed by the Corporation in writing, the Supplier shall continue to perform his obligations under the Contract to a reasonably practical extent and shall seek all reasonable alternative means for effective performance of the Contract in time.
- (c) In the event of Force Majeure, the delivery period will be extended for a period equivalent to the period during which Force Majeure event was in existence. For this period the Supplier shall not be liable to pay penalty. Further if the performance in whole or part, of any obligation under this Contract is prevented

or delayed by reason of Force Majeure for a period exceeding 21 days, the Corporation may at its option and discretion terminate the Contract.

20. GENERAL CONDITIONS

- (a) The Supplier shall not offload either full or part of the work to any other tenderer.
- (b) Any notice regarding any problems, to the Supplier shall be deemed to be sufficiently served, if given in writing by email and / or communication sent to his usual or last known place of business.
- (c) If any discrepancy was found in the Supplier's documents provided in support of qualification criteria at a later date, the Corporation has the right to cancel the order and forfeit the EMD and Security Deposit.

21. DISPUTE RESOLUTION BOARD

A Dispute Resolution Board (DRB) shall be formed in order to resolve the disputes that may arise during the currency of the contract. The members of the DRB shall be nominated by the Corporation and the Supplier. If any party is not satisfied with the decision of the DRB, the issue shall be referred for Arbitration.

22. ARBITRATION

- (a) The issues not resolved by DRB shall be referred for Arbitration and same shall be dealt in accordance with the Indian Arbitration and Conciliation Act, 1996 and Rules of Indian Council of Arbitration. The Arbitrator shall be selected by the Supplier from the panel of Arbitrators approved by the Corporation within 15 days from the date of receipt of the letter from the Corporation along with the panel. If there is no reply from the Supplier within 15 days, the Corporation shall choose any of the Arbitrators from the panel of Arbitrators referred to above. The remuneration for the Arbitrator and other expenses shall be shared equally by the Corporation and the Supplier.
- (b) The venue of the Arbitration shall be at the Head office of the Corporation in Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration. The language of the arbitration proceedings shall be in English.
- (c) The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the Court at Chennai city only.

23. JURISDICTION OF THE COURT

- (a) The courts in the city of Chennai exclusively shall have the jurisdiction to try any matter or dispute or reference between the Corporation and the Supplier arising out of the Contract.

We agree to the above terms and conditions.

In witness whereof, Thiru. _____ on one part and Thiru. _____, _____ (Designation), M/s. _____ on the other part signed this agreement on the day, month and year first above.

Agreed by both the parties.

SUPPLIER

CORPORATION

WITNESSES:

WITNESSES:

1.

1.

2.

2.

ANNEXURE - XX

UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS

This Deed of undertaking executed at _____ on this day, _____ 2023 by M/s. _____ (Name and address of Tenderer), represented by its _____, Shri/Smt _____ hereinafter called the “**TENDERER**” (Which expression where the context so admits mean include their Agents, Representatives, Successors-in-office and Assigns).

TO AND IN FAVOUR OF

TAMILNADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION, EVK Sampath Maaligai, DPI Campus, 68, College Road, Chennai - 600 006, hereinafter called the “**TNTB&ESC**” (Which expression shall where the context so admits mean and include the successors-in-office and assigns).

WHEREAS the **TNTB&ESC** has called for acceptance of jurisdiction of legal proceedings.

NOW THIS UNDERTAKING WITNESSETH that no suit or any proceedings in this regard in any matter arising in any respect under this contract shall be instituted in any court, save in appropriate Civil Court of Chennai or the Court of Small causes, Chennai. It is agreed that no other court shall have the jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case, any part of cause of action might arise within the jurisdiction of any of the courts in Tamil Nadu and not in the courts in Chennai City, then it is agreed between parties that such suits or proceedings shall be instituted in court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction, even though any part of the cause of action might arise within the jurisdiction of such courts.

IN WITNESS WHEREOF acting for _____ (Name of Tenderer) and on behalf of the **TENDERER** has signed this deed in the day, month and year hereinbefore first mentioned.

Place:

Date:

Signature:

Name of Tenderer:

Address:

ANNEXURE - XX**INSTRUCTIONS TO TENDERERS FOR SUBMISSION OF ONLINE BIDS IN E-TENDER**

Tenderers are required to submit only soft copies of their bids electronically on the TAMILNADU GOVERNMENT E-PROCUREMENT Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the tenderers in registering on the TAMILNADU GOVERNMENT E PROCUREMENT Portal, prepare their bids in accordance with the requirements and submitting their bids online on the TAMILNADU GOVERNMENT E-PROCUREMENT Portal. More useful information for submitting online bids on the TAMILNADU GOVERNMENT E PROCUREMENT Portal may be obtained at:

<https://tntenders.gov.in/nicgep/app>

A. REGISTRATION

Tenderers are required to enrol on the e-Procurement module of the Tamil Nadu Government E procurement Portal (URL: <https://tntenders.gov.in/nicgep/app>)

1. By clicking on the link “Online tenderer Enrolment” on the TAMILNADU GOVERNMENT E -PROCUREMENT Portal which is free of charge.
2. As part of the enrolment process, the tenderers will be required to choose a unique username and assign a password for their accounts.
3. Tenderers are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the TAMILNADU E PROCUREMENT Portal.
4. Upon enrolment, the tenderers will be required to register their valid Digital Signature Certificate (DSC) (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/ eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a tenderer. Please note that the tenderers are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Tenderers can then log in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/ e-Token.

B. SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built-in in the TAMILNADU GOVERNMENT E PROCUREMENT Portal, to facilitate tenderers to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the tenderers may combine several search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the TAMILNADU GOVERNMENT E PROCUREMENT Portal.
2. Once the tenderers have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the TAMILNADU GOVERNMENT E PROCUREMENT Portal to intimate the tenderers through SMS / e- mail in case there is any corrigendum issued to the tender documents.
3. The tenderer should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

C. PREPARATION OF BIDS

1. Tenderer should consider any and all corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the prescribed expectations of the tender, number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Tenderer, in advance, should get ready with the bid documents to be submitted as indicated in the tender document/ schedule and should be in PDF formats. Bid documents may be scanned with 100 dpi with Black and White option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the tenderers. Tenderers can use "My Space" or "Other Important Documents" area available to them to upload

such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to reduction in the time required for bid submission process.

D. ELECTRONIC SUBMISSION OF BIDS

The tenderer shall submit online the requirements under qualification criteria and technical documents required and Price Bid. All the documents are required to be signed digitally by the tenderer. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgment of bid submission.

E. PROCEDURE FOR SUBMISSION OF BIDS

1. Tenderer should log-in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Tenderer will be responsible for any delay due to other issues.
2. The tenderer has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Tenderer has to select the payment option as “offline/online” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Tenderer should prepare the EMD as per the instructions specified in the tender document.
5. Tenderers are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by the tenderer. Tenderers are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer etc). No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the tenderer, the bid will be rejected.
6. The server time (which is displayed on the tenderers’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the tenderers, opening of bids etc. The tenderers should follow this time during bid submission.

7. All the documents being submitted by the tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
 8. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
 9. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
 10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
 11. In all cases, tenderer should use their own ID and Password along with Digital Signature certificate at the time of submission of their bid.
 12. During the entire e-tender process, the tenderers will remain completely anonymous to one another and also to everybody else.
 13. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
 14. All electronic bids submitted during the e-tender process shall be legally binding on the tenderer. Any bid will be considered as the valid bid offered by that tenderer and acceptance of the same by TNTBESC will form a binding contract between TNTB&ESC and the Tenderer for execution of supply.
 15. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
 16. TNTBESC reserves the right to cancel or reject or accept or withdraw or extend the tender in full or in part without assigning any reason thereof.
 17. The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Tenderers are,
-

therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the tenderers due to local issues.

18. Tenderers are advised to exercise caution in quoting their bids in e-tender to avoid any mistake. Bids once submitted cannot be recalled.
19. Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the tender documents.
20. No deviation to the technical and commercial terms & conditions are allowed.

F. ASSISTANCE TO TENDERERS:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to TAMILNADU GOVERNMENT E PROCUREMENT Portal in general may be directed to the 24x7 TAMILNADU GOVERNMENT E PROCUREMENT Portal Helpdesk.