

RATE CONTRACT TENDER NO: ELCOT / 31901/ 2007-08

Development and Supply of 3D Animation based Self-learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

KNOW YOUR RIGHTS

- 1) ALL TENDERS WILL BE OPENED ONLY IN THE PRESENCE OF THE BIDDERS.**
- 2) THE BIDDERS HAVE A RIGHT TO INSIST ON PROCESSING OF TECHNICAL BIDS IN THE BIDDERS PRESENCE ONLY.**
- 3) PRICE BID OPENING AND PRICE COMPARISON WILL BE DONE ONLY IN THE PRESENCE OF THE BIDDERS.**
- 4) VENDORS / BIDDERS ARE ELIGIBLE FOR A VENDOR SIGNED COPY OF THE PRICE BID COMPARISON STATEMENT ON THE SPOT.**
- 5) PLEASE INSIST ON YOUR RIGHTS AND AVAIL THE SAME.**

**MANAGING DIRECTOR
ELCOT
PH. 65512330**

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SIGN AND SEAL OF THE BIDDER

RATE CONTRACT TENDER NO: ELCOT / 31901/ 2007-08
Development and Supply of 3D Animation based Self-learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

CHAPTER – I - UNDERTAKING FROM THE BIDDER

TENDER NO: ELCOT / 31901 /2007-08

**DEVELOPMENT AND SUPPLY OF 3D ANIMATION BASED SELF-LEARNING
CONTENT TO LEARN ENGLISH LANGUAGE BY THE TAMIL SPEAKING
STUDENTS OF GOVERNMENT EDUCATIONAL INSTITUTIONS**

TECHNICAL BID

TOTAL PAGES: 23

NAME OF THE BIDDING FIRM:

NOTE:

1) SIGN AND SEAL (Please see the Chapter – 8 of Technical bid). The bidding firms are requested to sign and affix the seal & submit complete original Tender Documents in respective covers without fail.

2) Declaration in the company's letter head should be submitted as per format given below:

I / We ----- have gone through the terms and conditions and will abide by them as laid down vide pages **from 1 to 23** (Tender containing Technical bid , Price Bid and all relevant Chapters enclosed)

I/We ----- hereby confirm that our firm has not been blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last five years.*

I / We, ----- hereby declare that the particulars furnished by us in this offer are true to the best of my / our knowledge and we understand and accept that, if at any stage the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also is liable for any penal action that may arise due to the above.

Signature :

Date: Name :

Place: Designation :

Seal of Bidder:

* If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last five years, then the details should be provided and the bids of those firms are liable for rejection.

SIGN AND SEAL OF THE BIDDER

RATE CONTRACT TENDER NO: ELCOT / 31901/ 2007-08
Development and Supply of 3D Animation based Self-learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

CHAPTER – 2 - CHECK LIST

BIDDER TO FILL IN THE CHECK LIST GIVEN BELOW

(Tick as ✓ wherever applicable)

1.	Whether the Tender is submitted in Two Part Systems? (Technical bid (Envelope–A) & Price Bid) *Envelope–B)	☐ Yes	☐ No
2.	Whether the Envelope “A” contains a) EMD cover containing EMD amount b) Pre-Qualification cover containing all the details of satisfying the qualification as laid down in the tender under Eligibility Criteria. c) Technical bid Cover containing original tender document & other supportive documents Whether the Envelope “B” contains d) Price Bid in Sealed Cover	☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No ☐ No ☐ No ☐ No
3	Whether letter of authorisation for signing the tender document is enclosed?	☐ Yes	☐ No
4	Whether the filled up and signed Original Technical bid & Price Bid are enclosed?	☐ Yes	☐ No
5	Whether Technical bid cover contains the Incorporation Certificate of your company?	☐ Yes	☐ No
6	Whether the Price Bid Cover contains filled up and signed Original Price Bid Documents in full with price details?	☐ Yes	☐ No
7	Whether the self-declaration undertaking for having read and accepting all terms & Conditions in the company letter head and the Company has not been black listed is enclosed?	☐ Yes	☐ No

NOTE:

1) Please ensure all the Relevant Boxes are ticked (✓) against each column.

Bidders must ensure to submit all the required documents indicated in the tender document without fail. Please flag all the documentary proof submitted for quick processing of bid documents.

SIGN AND SEAL OF THE BIDDER

RATE CONTRACT TENDER NO: ELCOT / 31901/ 2007-08
Development and Supply of 3D Animation based Self-learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

CHAPTER - 3 - PREAMBLE & TENDER SCHEDULE

RATE CONTRACT TENDER for Development and supply of 3D Animation based Self-Learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

PREAMBLE OF TENDER:

Electronics Corporation of Tamil Nadu Limited (ELCOT), a wholly owned Government of Tamil Nadu Undertaking is the Optional Procurement Agency of the Government of Tamil Nadu for procurement of IT related products like Computers, Printers, other peripherals and software as per G.O.Ms.No.58 of Finance (BPE) Department dated 16.2.1999. ELCOT is also the nodal agency for Information and Communication Technology projects for the Government of Tamilnadu. With a grand vision to make Tamilnadu the premiere IT destination in India. ELCOT excels in three broad areas, namely, IT promotion, e-Governance and IT procurement for the Government of Tamilnadu. As part of the procurement activities, ELCOT floats this tender inviting bids for the Development and supply of 3D animation based Self-Learning Multimedia content to learn English Language by the Tamil speaking students of Government Educational Institutions.

Short Titles used in the Tender Document:

- i) Bidder:** Bidder means the party who makes a formal offer in pursuance of the tender floated.
- ii) Successful Bidder:** Successful Bidder means the Bidder who becomes successful through the tender process.
- iii) Day:** A day means a calendar day.
- vi) Purchaser:** Purchaser means the end-user for whom the procurement is indented through the tender.

TENDER SCHEDULE

a)	Tender Number	ELCOT/ 31901 / 2007-08
b)	Tendered Items	Development and supply of 3D Animation based Self-Learning Multimedia content to teach English Language for the Tamil speaking students of Government Educational Institutions on Rate Contract Basis. Rate Contract Validity: 180 days from the date of issue of order.
c)	Due Date & Time for Submission of Tenders	10/03/2008 at 4.00 PM
d)	Opening Date & Time	10/03/2008 at 4.00 PM
e)	Date & Time of Pre- bid Meeting	03/03/2008 at 11.00 AM

SIGN AND SEAL OF THE BIDDER

RATE CONTRACT TENDER NO: ELCOT / 31901/ 2007-08
Development and Supply of 3D Animation based Self-learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

Tender Schedule :

- a) The bidders can download the tender document from ELCOT website (www.elcot.in) and the same must be enclosed along with Tender Document while submitting the bids.
- b) **The bidders are advised to browse ELCOT's website (www.elcot.in) till the closing date of this tender for any corrigendum (if issued) in connection with this tender and must download the same and submit with entire original Tender document without fail.**
- c) The Bidder(s) or his designated representative who have purchased/downloaded the bid document, isare invited to attend a **pre-bid meeting** which is scheduled to take place on **03.03.2008 at 11.00 AM** at the Elcot office in Nandanam

SIGN AND SEAL OF THE BIDDER

RATE CONTRACT TENDER NO: ELCOT / 31901/ 2007-08
Development and Supply of 3D Animation based Self-learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

CHAPTER - 4

Payment of EMD COST

EMD COST: Earnest Money Deposit (EMD) /

EMD is payable for **Rs. 10,000/- (Rupees Ten Thousand only)** by way of DD / Banker's Cheque in favour of Electronics Corporation of Tamil Nadu Limited payable at Chennai. The EMD amount will not earn any interest till it is returned to the Bidders.

Security Deposit (SD):

2% of the order value should be submitted as Security Deposit for the successful execution of the project. The successful vendor has to submit the security deposit in the form of Bank Draft / Bank Guarantee in favour of Electronics Corporation of Tamilnadu Limited payable at Chennai, within a period of 15 days from the date of receipt of the confirmed order.

The SD amount will not earn any interest till it is returned to the Bidders.

SIGN AND SEAL OF THE BIDDER

RATE CONTRACT TENDER NO: ELCOT / 31901/ 2007-08
Development and Supply of 3D Animation based Self-learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

ENCLOSURE

MUST BE KEPT IN EMD COVER

ELECTRONICS CORPORATION OF TAMIL NADU LIMITED
NANDANAM, CHENNAI-600 035

ELCOT/ 31901 /2007-08

CREDIT ADVICE FOR THE EMD

DEPARTMENT: PROCUREMENT DATE:

1	Name of the Bidder	
2	Tender No. and due date	ELCOT/ 31901/2007-08
3	Purpose of Remittance	EMD
4	Amount	Rs. 10,000/-
5	Banker's Cheque / DD No. & Date	
6	Name of the Bank / Branch	

SIGN AND SEAL OF BIDDER

TO BE DETACHED BY ELCOT

ELCOT/ 31901 /2007-08

CREDIT ADVICE FOR THE EMD

DEPARTMENT : ACCOUNTS DEPT. DATE:

1	Name of the Bidder	
2	Tender No. and due date	ELCOT/ 31901/2007-08
3	Purpose of Remittance	EMD
4	Amount	Rs. 10,000/-
5	Banker's Cheque / DD No. & Date	
6	Name of the Bank / Branch	

SIGN AND SEAL OF THE BIDDER

RATE CONTRACT TENDER NO: ELCOT / 31901/ 2007-08
Development and Supply of 3D Animation based Self-learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

CHAPTER – 5

PRE-BID MEETING, SUBMISSION OF TENDER, OPENING OF TENDER, VALIDITY AND EMD / SD EXEMPTION DETAILS

1)PRE-BID MEETING:

The Bidder(s) or his designated representative who have purchased/downloaded bid document, are invited to attend a pre-bid meeting which is scheduled to take place on **03-03-2008 at 11.00 AM** at the Elcot office in Nandanam. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

Non attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

The minutes of the pre-bid meeting will be hosted in the Elcot website, www.elcot.in.

2)SUBMISSION OF TENDER:

TWO COVER BID SYSTEM:

1) Envelope “A”

Envelope “A” should contain the **Technical bid** details viz.,

a) EMD cover containing EMD amount with clear superscription on the top of cover as “EMD COVER”.

b) Pre-Qualification cover containing all the details of satisfying the qualification as laid down in the tender with clear superscription on the top of the cover as “PREQUALIFICATION COVER”.

c) Technical bid Cover containing original signed tender document & other supportive documents indicating the technical competence of the bidder, with clear superscription on the top of the cover as “TECHNICAL BID DOCUMENTS”. These documents should be signed by the bidder/authorized representative.

Different envelopes for “EMD”, “PRE-QUALIFICATION” and “TECHNICAL BID” have to be kept within the Envelope “A” to enable quick analysis of the bid documents.

Important: All the tender documents should be furnished in only one set. No additional copies required.

2) Envelope “B” – “Price Bid”: Price bid in the format enclosed must be kept in a separate cover titled “PRICE BID”. This cover must be sealed. ELCOT reserves the right to reject any tender wherein the price bid is

a) enclosed along with Technical and commercial bid documents, or

b) it is not sealed or

c) it is submitted in a different format than the one prescribed or

d) the price bid envelope is left open along with other tender documents.

Tenders with incomplete information, subjective, conditional and with variance / contradiction between Technical Bid & Price Bid & non-compliance of any tender terms will not be considered.

ELCOT also reserves the right to reject a tender document which is incomplete or quoted for only part of the requirements. **Conditional offer is not acceptable and liable for rejection**

Each and every cover (Envelope “A” & Envelope “B”) must be sealed separately and superscribed as above with Tender number, Due date and Name of the Envelope on the respective cover.

b) Details to be furnished in the Envelope “A” -Technical bid .

SIGN AND SEAL OF THE BIDDER

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Development and Supply of 3D Animation based Self-learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

In order to enable quicker evaluation of the bid documents, the following multiple cover procedure had been prescribed:

EMD Cover: Title this cover as “ EMD cover”

- 1) Crossed DD for EMD Amount / EMD exemption certificate & EMD Agreement as per Chapter -10

Pre-Qualification Cover: Title this cover as “Pre-Qualification Cover”

- 2) Profile of the Company as per Chapter – 9 of Technical Bid.
- 3) Authorization letter from the Board of Directors or their authorized Executive to sign this tender document. (as per Chapter 8 of Technical bid).
- 4) All the required documents for Eligibility Criteria and other Documents wherever insisted in the Tender for Technical bid for Eligibility Criteria should be submitted.

Technical bid cover: Title this cover “Technical bid cover”.

- 5) Filled up Technical bid along with necessary Brochures, Compliance Statement etc., Original Technical bid documents (in the Technical bid Documents cover).

All the above 6 details containing in 3 different covers must be put in one single cover under Envelop “A” with Clear Superscription as “TECHNICAL BID COVER” – ENVELOPE “A”

Mode of Submission:

- 1) Both the envelopes A & B must be put in a single cover , sealed and be superscribed as "Tender for the Development and supply of 3D animation based self-learning multimedia content to learn English Language by the tamil speaking students of Government Educational Institutions" along with Tender Number and Due date shall be addressed to The Managing Director , ELCOT , 692, Anna Salai, Nandanam, Chennai – 35.
- 2) The Tenders must be dropped in the tender box kept at **ELCOT (PROCUREMENT GROUP), 692, ANNA SALAI, NANDANAM, CHENNAI– 35.**
- 3) Alternatively, the tenders can be sent by registered post / courier and must reach us on or before the due date and time. ELCOT will not be responsible for the delay, if any.
- 4) The Tenders received after due date & Time / Unsealed or Incomplete shape or by Facsimiles (FAX) or by Electronic mail are liable for rejection.

3)OPENING OF TENDERS:

Tenders will be opened by the Authorised Person at ELCOT – NANDANAM, CHENNAI - 35 on the prescribed due date and time in the presence of Bidders or their representative (only one representative per Bidder) who choose to be present. They must bring authorisation letter for attending the same.

a) Opening of Envelope “A “Technical Bid” :

SIGN AND SEAL OF THE BIDDER

RATE CONTRACT TENDER NO: ELCOT / 31901/ 2007-08

Development and Supply of 3D Animation based Self-learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

- 1) Initially EMD Cover will be opened and tenders received without EMD or valid SSI / NSIC Certificate and Agreement in ELCOT's standard format will not be considered for further processing of the Pre-qualification cover.
- 2) After opening of Prequalification cover, the documents received in respect of Eligibility criteria will be scrutinized by ELCOT.
- 3) Bidders who qualify in all Prequalification conditions indicated in tender documents will alone be considered for processing of Technical bid cover containing Technical Documents.

b) Opening of Envelope "B" - "Price Bid" :

Bidders who are qualified in Technical Bid (Envelope A) only will be called for Price Bid (Envelope B) opening and their Price Bids alone will be opened.

4) VALIDITY OF THE TENDER:

- 1) **Price:** The prices are to be kept valid for acceptance for 90 days from the date of opening of the price bid.
- 2) **Rate Contract:** **180 days** from the date of entrustment of the first Purchase order to the Successful Bidder by ELCOT.

5) Details of SSI / NSIC Eligibility & Exemption from payment of EMD:

SSI UNITS: The Small Scale Industrial Units located within the state and registered with Tamil Nadu Small Industries Development Corporation or the National Small Industries Corporation or holding permanent Registration Certificate from the District Industries Centers of Directorate of Industries and Commerce in respect of items manufactured by them for which tenders have been called for are eligible for exemption from payment of EMD.

NSIC UNITS: In respect of SSI Units located out-side the State, such of these units registered with NSIC in respect of items manufactured by them for which tenders have been called for.

Price Preference for SSI Units & PSU Units: In case of registered SSI units with the Director of Industries and commerce and which manufactures the goods within the State, the value of whose plant and machinery does not exceed Rupees one hundred lakhs will be given 15% price preference for their quoted life cycle cost. In respect of State Government PSU, Price preference will be given for 10% for the quoted life cycle cost.

The SSI units must submit valid certificate obtained from their Auditor confirming the total value of Plant and Machinery installed by them in their entire manufacturing units. This document must be submitted along with Technical bid without fail.

Execution of Agreement for Exemption from the payment of EMD:

The SSI Units / NSIC Units will be required to submit an agreement as per Chapter -10 in Rs. 20/- stamp paper including a clause to the effect that in the event of non-fulfillment or non - observance of any of the conditions stipulated in contract, the SSI Unit shall pay as penalty an amount equivalent to EMD.

SIGN AND SEAL OF THE BIDDER

CHAPTER - 6 - PREAMBLE AND SCOPE OF THE WORK

3D Animation based Self-Learning Multimedia content to learn English Language

Electronics Corporation of Tamil Nadu Limited (ELCOT) is a fully owned Government of Tamil Nadu Undertaking involved in the promotion of Information Technology Industry in Tamil Nadu. In its role as IT Promoter, ELCOT has looked into the skill set available in the State and found out that the students of Tamil Nadu require special self-learning input in foreign languages such as English, Chinese, Korean and Japanese. ELCOT has identified the above languages and the regions as potential IT destination and IT partners for Tamil Nadu. By developing the skill set in the above four languages, Tamil Nadu will continue to remain in the forefront of IT sector at the global level. It is proposed to engage private partners who have necessary expertise in the creation of multimedia training content to provide training in each of the above languages. The methodology envisaged is that a person with a simple DVD player and Colour Television should be able to learn the language using the DVD media supplied by ELCOT. The same material should be capable of being played on a Personal Computer as well. In effect most part of the training material will consist of videos/animation and graphics which should be capable of being played through DVD player.

ELCOT looks for organisations which have proven expertise in the field of providing 3D animation based multimedia self-learning materials. The 3D animation based self-learning materials will have to be prepared for all the 3 levels envisaged viz., Beginner, Medium and Executive level. For English Language Learning alone, right from the first level, the learners will learn oral lessons as well as script input. The vendor being chosen will have to provide a holistic support including writing the scripts, videographing, creating graphics/animations, editing and providing the final version of the training content. They have to show necessary expertise in this area to take part in the tender. This is a time bound contract and hence the vendors have to complete the work within the time frame stipulated.

SIGN AND SEAL OF THE BIDDER

RATE CONTRACT TENDER NO: ELCOT / 31901/ 2007-08
Development and Supply of 3D Animation based Self-learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

The scope of the current tender is restricted to development of English language teaching material for the Tamil speaking students.

The current project **covers the Beginners and Medium level**. The methodology proposed to be adopted is based on 3D Animation based graphics. ELCOT expects a very high quality 3D Animation multimedia tutorial with appropriate sub titles, so that the users get attracted to the movie like training material to learn the language.

The roles of the bidder are as follows:-

1. Review the scripts prepared by ELCOT through consultants or otherwise and make improvement.
2. Create new scripts for the training session and create animation for the same.
3. Create animation characters for the project and deploy them.
4. Deploy the existing animation characters which are not copyrighted with full rights to ELCOT to use the same.
5. Give voice over for the speech in English and Tamil as the case may be.
6. Develop and provide music interface wherever it is required.

ELCOT expects to roll out a very high quality 3D animation content for each and every lesson. Each session shall ideally consist of 3 to 5 minutes animation video. The overall project in the first phase is expected to have **at least 10 hours (600 minutes) of animation video**. Wherever it is found appropriate, the bidder can use HD videos and photographs along with the animated video.

Qualification of the Partner:

1. The bidder should be a company engaged in the creation of 3D animation movies.
2. The bidder should have a multimedia animation studio facility within Tamil Nadu.
3. The bidder should have good knowledge of Tamil and English.
4. The bidder should have carried out at least one single project involving 3D animation for a value of Rs. 1 crore in the last two years.
5. Average turnover of the bidder should not be less than Rs. 3 crores in the last two years in animation or IT business.

SIGN AND SEAL OF THE BIDDER

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6. The bidder should have at least 20 animation characters of their own to deploy for this project. These characters should not have been copy righted by anyone else. If the bidder has copy righted these characters for themselves, they should be willing to share the copy right with ELCOT for deployment in this project.
7. The bidder should have at least 5 dedicated qualified animation professional for this project.
8. The bidder should have the necessary authoring software for making 3D animation picture.
9. Bidders who have Linux expertise are preferred over others.

Intellectual Property Rights(IPR):

Elcot will hold the exclusive IPR on the animation video created for this project. Any new animation characters produced exclusively for this project will be owned by Elcot. The successful bidder has to transfer the IPR along with source on such newly created animation characters.

Elcot however will not stake such exclusive claim on the shared animation characters.

Indemnify against copyright violations:

The vendor should indemnify ELCOT from any legal issues and consequences arising out of IPR violations in the use of the authorware software, animation characters used in the film and the sound /music used in the film. The vendor shall be solely responsible for the IPR violations, if any, and the consequence thereof. **The vendor shall sign this document in every page signifying acceptance of all the Tender terms and conditions including liability on account of IPR violations.**

Selection Method:

The bidders who pass the pre-qualification criteria will be asked to make a presentation of an earlier project developed by them. A committee consisting of the Managing Director, ELCOT and the Customer Department will review the sample project. The result of the review shall be “*pass or fail*” only. No marking system is proposed. Only the price bids of the bidders who secured pass in this test will be allowed to take part in the price bid opening.

SIGN AND SEAL OF THE BIDDER

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Duration of the Project:

The project should be executed within a period of **six months**. The first one hour multimedia content should be got ready within 90 days. Thereafter, every additional one hour video 3D animation content should be developed within every 30 days. For every 30 calendar days they have to develop and deliver the final version of 3D animation content for one hour or above.

Elcot reserves the right to split the work order. Elcot also reserves the right to enhance or reduce the volume of work proposed. **The minimum quantum of work assured is one hour duration of 3D animation picture.**

Review Committee:

The product developed by the successful bidder will be reviewed periodically by a team consisting of Government officials and the actual users. That means, the children who are going to utilise the product themselves will review the product and certify for its effectiveness.

SIGN AND SEAL OF THE BIDDER

RATE CONTRACT TENDER NO: ELCOT / 31901/ 2007-08
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CHAPTER - 7

EXECUTION OF AGREEMENT:

- a) The successful Bidder is required to execute individual supply agreements for the fulfillment of the contract in the stamp paper as per Chapter -11, with such charges as may be indicated by ELCOT at the time of execution with the indenting authority of the purchasers and handover the same to ELCOT within fifteen days from the date of Purchase Order and after verification by ELCOT shall get the same signed by the respective Purchaser. .

Only on receipt of the supply agreements for all the purchasers & after receipt of the Security Deposit remittance, the bills will be accepted for processing. **Rate Contract Tender:** The successful bidder (s) is required to execute a supply agreement with ELCOT for the fulfilment of the contract in the stamp paper as per Chapter -11, with such charges as may be indicated by ELCOT towards the performance guarantee of the contract for various orders / various Government departments / bodies covered under this tender.

- i) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof.

RELEASE OF EMD:

The EMD amount paid by the Successful Bidder may be adjusted towards Security Deposit payable by him. The EMD amount of the unsuccessful Bidder will be refunded after finalisation of the tender for issue of firm purchase order to the Successful Bidder.

PENALTY CLAUSE:

- a) **Forfeiture of EMD / SD:** If the successful Bidder fails to act according to the Tender conditions or withdraws the offer after his tender has been accepted, his Earnest Money Deposit / SD will be forfeited to ELCOT.
- b) If the accepted Bidder fails to remit the Security Deposit within the above said period, the Earnest Money Deposit remitted by him will be forfeited to ELCOT and his tender will be held void and ELCOT reserves the right to place order to the next lowest bidder.
- c) **If the successful bidder fails to execute the project in time or execute the project in a manner that the output of the project is not according to the expected quality, ELCOT reserves the right to cancel the order after giving 15 days notice to the successful bidder.**

LIQUIDATED DAMAGES (LD) FOR NON-FULFILLMENT OF PURCHASE ORDER:

LD @ 0.25% PER WEEK ON UNDELIVERED PORTION OF THE MATERIAL VALUE subject to a maximum of 2% shall be recovered and order is liable for cancellation (detail as given vide agreement in Chapter-11).

SIGN AND SEAL OF THE BIDDER

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Development and Supply of 3D Animation based Self-learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

CHAPTER – 8

AUTHORISATION LETTER FOR SIGNING OF THIS TENDER:.

In the case of PSU / Public / Private Limited Companies, Authorisation from the appropriate authority to sign the tender document must be enclosed along with Technical bid . Documents received without such authorisation will not be considered for further processing.

SIGN AND SEAL OF THE BIDDER

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CHAPTER - 9

PROFILE OF THE ORGANISATION (To be submitted by the Bidder)
(Approved vendors are exempted from filing this document)

PROFILE OF THE ORGANISATION:

The Bidder shall furnish the following details without fail:

- 1) Name of the Organisation
- 2) Nature of the Organisation: PSU / Public Ltd / Private Ltd
- 3) Year of Incorporation (enclose copy of Certificate of incorporation)
- 4) Address of the Regd. Office of the Company with phone , fax & email address
- 5) Audited annual report for the last two years (enclose copy of the same along with Technical bid)
- 6) Latest Sales Tax Clearance Certificate - STCC (the copy must be enclosed) and enclose a copy of PAN NUMBER attested by the Company secretary or Managing Director or auditor.
- 7) If the company is registered with SSI with Tamil Nadu Government for the products tendered or with NSIC (National Small Industries Corporation). Please enclose valid SSI / NSIC Certificate for the products.
- 8) The bidders should obtain Performance Certificate from a customer and submit along with tender document as a proof for service capabilities.

Note: The Bidder must enclose documentary proof for the above details without fail for Sl.Nos : 3,5, 6, 7 & 8.

SIGN AND SEAL OF THE BIDDER

RATE CONTRACT TENDER NO: ELCOT / 31901/ 2007-08
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CHAPTER-10

**FORM OF AGREEMENT TO BE SUBMITTED BY THE BIDDERS CLAIMING EMD
EXEMPTION (To be submitted in Rs.20/- Stamp Paper)**

(To be submitted along with the Technical bid)

THIS Deed of Undertaking executed at Chennai on thisday of Two Thousand Six by M/s. a company registered under the companies Act, 1956 having its Registered Office at ----- herein after called the “BIDDER” (which expression shall where the context so admits mean and include their Agents, Representatives, Successors- in office and assigns) to and in favour of The Managing Director, Electronics Corporation Tamil Nadu Limited, 692, Anna Salai, Nandanam, Chennai-600 035 herein after called “ELCOT”.

WHEREAS the Bidder is exempted from payment of Earnest Money Deposit for participation in the tender for the supply of

AND WHEREAS the Bidder is exempted by ELCOT from payment of Earnest Money Deposit subject to the Bidder executing an undertaking to the value of Rs. (Rupees) specified to be paid to ELCOT in the event of non-fulfillment or breach of any of the conditions of the said tender by the Bidder as mentioned hereunder:

1. Withdrawing its tender before the expiry of the validity period (OR)
2. Withdrawing its tender after acceptance of its tender by ELCOT, (OR)
3. Violating any of the conditions of the tender.

NOW this Undertaking Witnesses that in pursuance of the said agreement the Bidder hereby both covenant with ELCOT that in consideration of ELCOT waiving the condition of payment of EMD in cash, the Bidder has agreed to pay to ELCOT in the event of

1. Withdrawing its tender before the expiry of the validity period.
2. Withdrawing its tender after acceptance.
3. Violating any of the conditions of the tender.
4. Failure in Sample submission as per the conditions of the tender.

NOW this condition of the above written undertaking is such that if the Bidder shall duly and faithfully observe and perform the conditions specified as above then the above written undertaking shall be void, otherwise the same shall remain in full force.

IN WITNESS WHEREOF Mr.(Name with Designation), acting for and on behalf of the Bidder has signed this deed on the day, month and year herein before first mentioned.

In the presence of witness: Signed and delivered by and on behalf of the Bidder

1
2

In the Presence of witness: Accepted for and on behalf of ELCOT

1
2

SIGN AND SEAL OF THE BIDDER

RATE CONTRACT TENDER NO: ELCOT / 31901/ 2007-08
Development and Supply of 3D Animation based Self-learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

CHAPTER – 11

SAMPLE FORM OF CONTRACT/ AGREEMENT (To be submitted by the successful Bidder)

To be executed on a Rs. 20/- Non- judicial Stamp paper by the Successful Bidder for the supply of **Development and supply of 3D animation based self-learning multimedia content to learn English Language by tamil speaking students of Government Educational Institutions** (No figures in numerals or words shall be filled up in this sample form at the time of submission of tender.

Purchase Order No: ELCOT/

We, Messrs..... (hereinafter referred to as "Successful Bidder") hereby contract and agree on the acceptance of tender floated by Electronics Corporation of Tamil Nadu Limited (Government of Tamil Nadu Undertaking) registered under the Companies Act 1956 and having its Registered office at 692, Anna Salai, Nandanam, Chennai-600 035 herein after referred by as ELCOT on behalf of
... (herein after referred to as "Purchaser") in accordance with the conditions of contract stated below, the goods or materials hereunder named, of the quality and of the sort and at the rate of price hereunder specified in the purchase orders attached as Annexure-A of purchase order.

CONDITIONS OF CONTRACT:

- 1) This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for a period of **six months**. In the event of any breach of agreement at any time on the part of the Successful Bidder, the contract shall be determinable by Purchaser without compensation to the Successful Bidder. The contract may also be put to an end at any time by the Purchaser upon giving seven days notice to the Successful Bidder.
- 2) The Successful Bidder should quote prices, which are inclusive of all taxex and duties which includes excise duty, surcharges, sales tax, freight, octroi, Insurance and such other levies that may be applicable.
- 3) The Successful Bidder shall be entirely responsible for sufficiency of rates quoted by them in their tender. The Successful Bidder shall be paid for only at quoted/accepted rates for finished works as approved by Elcot.
- 4) If the successful bidder fails to execute the project in time or execute the project in a manner that the output of the project is not according to the expected quality, ELCOT reserves the right to cancel the order after giving 15 days notice to the successful bidder.
- 5) **Elcot reserves the right to split the work order to more than one bidder. Elcot also reserves the right to enhance or reduce the volume of work proposed. The minimum quantum of work assured is one hour duration of 3D animation picture.**
- 6) The Successful Bidder should have sufficient number of trained animation Professionals and the necessary authoring software for deployment in this Project.
- 7) The Successful Bidder should be willing to deploy the existing animation characters available with them and also should be willing to share the copy right for these characters with ELCOT, for deployment in this project.

SIGN AND SEAL OF THE BIDDER

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Development and Supply of 3D Animation based Self-learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

- 8) The Successful Bidder has to transfer the IPR on the newly created animation characters i.e., Elcot will hold the exclusive IPR on the newly created animation characters produced exclusively for this project.
- 9) The Successful Bidder should not be involved in any issues related to copyright infringement. If so, Elcot reserves the right to blacklist the Bidder from participating in any of the future Government tenders for a period of 3 years.

10) PAYMENT:

Upon delivery and acceptance ELCOT would make 100% payment. The delivery will be accepted in terms of minutes. For every minute of accepted video ELCOT would make the full payment within 3 days of acceptance.

11) PENALTY CLAUSE:

- a) **Forfeiture of EMD / SD:** If the successful Bidder fails to act according to the Tender conditions or withdraws the offer after his tender has been accepted, his Earnest Money Deposit / SD will be forfeited to ELCOT.
- b) If the accepted Bidder fails to remit the Security Deposit within the above said period, the Earnest Money Deposit remitted by him will be forfeited to ELCOT and his tender will be held void and ELCOT reserves the right to place order to the next lowest bidder.

12) LIQUIDATED DAMAGES (LD) FOR NON-FULFILLMENT OF PURCHASE ORDER:

LD @ 0.25% PER WEEK ON UNDELIVERED PORTION OF THE MATERIAL VALUE subject to a maximum of 2% shall be recovered and order is liable for cancellation (detail as given vide agreement in Chapter-11).

If the supplier fails to supply even after 120 days from the date of issue of the Purchase / Work orders / Contract, then the orders / contracts are liable for cancellation and the EMD / Security Deposit will be forfeited in addition to ELCOT reserving the right to blacklist the suppliers for a period of five years from participating in ELCOT's tenders for Government contracts/projects.

- 13) The contract or any part share of interest in it is not to be transferred or assigned by the successful Bidder directly or indirectly to any person or persons whomsoever without the written consent of the Purchaser.
- 14) Neither the Purchaser / ELCOT nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as
 - i) Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - ii) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
 - iii) Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

SIGN AND SEAL OF THE BIDDER

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Development and Supply of 3D Animation based Self-learning Multimedia Content to learn English Language by the Tamil speaking students of Government Educational Institutions.

- 15) Unless otherwise provided in the agreement, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the Successful Bidder to the Purchaser at their respective addresses and set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post , it would have been delivered at the address to which it was sent.
- 16) Any notice to the Successful Bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.
- 17) In case of any dispute, the matter will be referred to an Arbitrator under "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai only .
- 18) The Courts at Chennai only shall have jurisdiction in the matter.

For and on behalf of

PURCHASER

SUCCESSFUL BIDDER

Witnesses:

- 1)
- 2)

SIGN AND SEAL OF THE BIDDER

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ELCOT / 31901 / 2007- 08

Development and supply of Self- Learning 3D Animation based Multimedia Content to learn English Language by the Tamil speaking students.

PRICE BID

Chapter – 12 - Price Bid

THIS PRICE BID PAGE MUST ONLY BE KEPT IN ENVELOPE “B” SUPERSCRIBED AS “PRICE BID “

NAME OF THE PARTY:

NOTE: The price details like net rate including excise duty, surcharge, sales Tax, freight, Octroi, insurance for delivery, installation and commissioning of the ***Development and supply of 3D Animation based Self- Learning Multimedia Content to learn English Language by Tamil speaking students of Government Educational Institutions*** and such other levies that may be applicable must be quoted separately in the Price Bid only as per format given in **Chapter - 12** and incomplete details as above will be treated as non-responsive offer and the tender is liable for rejection. The rates should be kept firm and valid for Ninety days from the date of the opening of the Tenders for acceptance. The rates should be quoted for each item with specification and model if applicable and should be indicated clearly both in words and figures. If there is any scoring or over writing, the same should be attested by the Bidder with Signature. The Bidders with full signature should attest any scoring or overwriting. The rate quoted should be firm and should not be subjected to any variation clauses and conditions. Purchaser shall not pay any increase in duties, taxes and surcharges on account of any revision by the Government after expiry of the stipulated delivery period in the Purchase Order. Modvat particulars are to be furnished separately.

Tenders with incomplete information, subjective, conditional and with variance / contradiction between Technical Bid & Price Bid & non-compliance of any tender terms will not be considered.

SIGN AND SEAL OF THE BIDDER

RATE CONTRACT TENDER NO: ELCOT / 31901/ 2007-08
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CHAPTER – 12

PRICE BID

Sl no	Development and supply of 3D Animation based Self Learning Multimedia Content to teach English language to the Tamil speaking Beginner and Medium level students.	Price	Taxes	Remarks
1	Rate per hour. (Or)			
2	Rate per minute.			

Note:

Award of the work contract will be solely on the decision of ELCOT.

Elcot reserves the right to split the work order to more than one bidder.

ELCOT may carry out negotiation with the L1 bidder and with the negotiated rates offered by L1, ELCOT reserves the right to ask other bidders to match L1 price if required strictly according to the Tamil Nadu Tender Transparency Rules. The L1 bidder would be given the first and foremost preference over every other bidder strictly in accordance with the Tamil Nadu Tender Transparency Rules. ELCOT reserves the right to place orders for 100% of the requirement with the L1 bidder.

SIGN AND SEAL OF THE BIDDER