

Tender: 03/2022

Medical Services Recruitment Board (MRB)

SHORT/LIMITED TENDER DOCUMENT FOR

**DIGITAL VIDEO RECORDING AND MONITORING OF
EXAMINATION AT VARIOUS EXAMINATION LOCATIONS**

(Short Tender: 03/2022)

Medical Services Recruitment Board
7th floor, DMS building
359, Anna Salai, Chennai – 6
Tamil Nadu
Phone No: 044- 2435 5757, Email:mrb.tn@nic.in
URL: www.mrb.tn.gov.in

MEDICAL SERVICES RECRUITMENT BOARD

Short Tender Notice

Short tenders are invited from the agencies for “**DIGITAL VIDEO RECORDING AND MONITORING OF EXAMINATION AT VARIOUS EXAMINATION LOCATIONS.**”

The tender should reach the Member Secretary, Medical services Recruitment Board, , Chennai –6 , on or before 05.05.2022 @ 3.00 PM.

The tender document shall be in two covers system, i.e., the Cover-I should contain Technical Bid and Cover-II should contain the Commercial Bid. The Technical Bid of the Tenders received up to 03.00 PM on 05.05.2022 will be opened by the Member Secretary, Medical services Recruitment Board or any other Officer authorized by him on his behalf at the Board’s Office by 04.30 PM on 05.05.2022 (in front of the representatives of the bidders who choose to be present). Cover-II of the qualified tenderers will be opened at 5.00 PM on the same day or on any other day fixed by the Member Secretary, MRB.

The Tender Documents is issued free of cost. The covers should be super scribed as “Cover-I Technical Bid- Video Recording of Exam” and “Cover-II Commercial Bid- Video Recording of Exam” as the case may be and “Tender 03/2022 for **DIGITAL VIDEO RECORDING AND MONITORING OF EXAMINATION AT VARIOUS EXAMINATION LOCATIONS**”.

Demand Draft for EMD should have been obtained from any Nationalized Bank drawn in favour of The Member Secretary, Medical services Recruitment Board, Chennai, payable at the Canara Bank, Teynampet Branch, Chennai. The EMD shall be enclosed along with the Cover-I Technical bid.

Member Secretary, MRB

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1. Introduction: MRB

Medical services Recruitment Board (MRB) is mandated with the task of Recruitment of personnel for various Medical Services. MRB aims to consistently upgrade and improvise systems and procedures of selection in order that the best talent is attracted to Public Service, strictly in accordance with the policies of Government of Tamil Nadu and rules & regulations. The Board has scheduled Examinations shortly. The examination is to be conducted in Chennai.

2. Objective of the Project:

In order to avoid any malpractice in the Examination Hall and to ensure Transparency in the Examination, all the examination proceedings of all the examination venues will be monitored with video recording of the proceedings.

3. Definitions:

- **Tender call or invitation for bids**, means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
- **Two part bid** means the pre qualification/technical bid and financial bids put in separate covers and their evaluation is sequential.
- **“Contract”** means the agreement entered into between the Member Secretary MRB and the Service Provider, as recorded in the Tender Document and contract signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- **“Contract price”** means the price payable to the Service Provider under the contract for the full and proper performance of its contractual obligations;
- **“MRB”** means the Medical services Recruitment Board.
- **“Board”** means the Medical services Recruitment Board
- **“Day”** means calendar day.
- **“Specification”** means the functional and technical specifications or statement of work, as the case may be.
- **“Firm”** means a company, authority, cooperative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
- **“Bidder”** means any firm offering the solution(s), service(s) and/or materials required in the tender call.
- **Technical bid** means that part of the offer that provides information to facilitate

assessment, technical and financial standing of the bidder, conformity to specifications etc.

- **Financial bid** means that part of the offer that provides price schedule, total project costs etc.

4. Scope of the Work:

- The Service Provider has to arrange the recording shall cover the entry of the candidates to the examination centre / hall, arrival of question booklets to the invigilator, proceedings in 10 examination halls (by moving from one room to another) and any other significant events within and outside the exam halls (immediately proceeding and subsequent to the examination hours, if any)
- The examination will be held between 10.00 hrs and 12.30 hrs. The recording should start 1.30 hours before the actual start of the exam and shall continue till the invigilator actually leaves the examination hall (after the end of the exam).
- After the examination, the sealing of OMR answer sheets and related activities up to uploading of sealed documents into the vehicle for transport to the strong room.
- Videographers recordings shall be handed over to MRB in an easily viewable video format in a DVD or hard disk.

5. Eligibility Conditions

- i. The bidder should be an Indian Registered Firm with an average minimum annual turnover of Rs. 50 lakhs from IT and ITES business for any two of the last three accounting years between 2018-2021.
- ii. Firms should have valid VAT, Service Tax and PF registration Certificate and Valid TIN Number eligible to apply
- iii. The bidder should have experience in recruitment process management services for a Reputed Recruiting Organization or Academic Institute/ Government organization.
- iv. All the above eligibility conditions are mandatory.

6. Other Conditions:

Period of Contract: The contract shall be initially valid for a period of 1 year from the date of execution of the agreement with the Tendering Authority and can be valid for a maximum period of 3 years (to be renewed every year after the first year based on the basis of a performance review - subject to mutual consent on terms and conditions as specified in the contract).

Cost of Tender Document: Free

- a) **Non-transferable:** The tender document is not transferable.
- b) **Rejection of Bid:** The Member Secretary, Medical Services Recruitment Board reserves the right to accept / reject / release or relax any or all or part of the bids received on the due date without assigning any reason whatsoever.
- c) **Language of bid:** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Tendering Authority shall be in English language.
- d) **Bid Currency:** Prices shall be quoted in Indian Rupees only. The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices.
- e) **Earnest Money Deposit (EMD):** Bidders are required to enclose a Demand Draft / Pay Order Drawn from any of the Nationalised Banks in India in the name of The Member Secretary, Medical Services Recruitment Board payable at Chennai for Rs.8,000/- (Rupees Eight Thousand Only) towards Earnest Money Deposit. Payment of EMD by cash will not be accepted.
 - a) In the case of Service Providers the EMD will be retained as interest free performance security deposit and will be refunded only after the satisfactory completion of the contract. Depending on the value of the contract the service providers may be asked to remit up to 3% of the contract value as security deposit in the form of demand draft or irrevocable bank guarantee during the period of validity of the contract.
 - b) Unsuccessful bidders' Earnest Money Deposit shall be discharged / returned within 30 days after the finalization of the Tender Offer validity prescribed in this tender.
 - c) The Earnest Money Deposit shall be forfeited and Bid shall be rejected:

If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form or

In case of a Service Provider, if the Bidder fails:

 - To sign the contract form in accordance with the terms and conditions within seven days from the date of awarding the contract
 - To perform the contract as per the tender terms & conditions

7. Presentation of the solution

- i. As a part of the bid, before the award of contract the successful bidder may be asked to give a presentation on the proposed technology and solutions to the MRB, before the work order is issued.
- ii. Failure to make such a presentation shall lead to the rejection of the bid without assigning any further reason.

8. Standards of Performance

The Service Provider shall provide solutions in conformity with the international standards on Information Security and Audit and as per various relevant laws such as Information Technology Act 2000 and other related Laws, Rules and Regulations.

9. Responsibilities

A. Responsibilities of the Service Provider:

- Resource and Project Management as per Scope of the work
- Completion of the work as mentioned in the Scope of the work
- Shall arrange in all the required Hardware and Software including all kinds of consumables and manpower required for executing the contract awarded at their cost.

B. Responsibilities of MRB:

- a. Settlement of bills within 30 days of completion of registration.

10. Testing

- i. The Service Provider shall thoroughly test the software at their site before its deployment in MRB or the MRB designated place/centre for proper functioning

11. Technical and Commercial Bids

i. Contents of Envelopes:

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

- a) Type of Offer (Technical or Commercial)
- b) Tender Reference Number
- c) Name of Bidder

ii) Technical Bid (Envelope- I)

a. Technical Bid Envelope shall contain the following documents:

- This tender document should be duly signed by the authorized signatory of the firm in all the pages
- Demand Draft / Pay Order for EMD
- Tender offer form duly filled in.
- Bidders Authorization Certificate.
- VAT Registration Certificate from concerned Government Department
- Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
- Copy of Service Tax Registration Certificate.
- Copy of the TIN certificate
- Copy of PF registration Certificate
- Proof of execution of any related activities for any Government/ PSUs/ Academic institution during the last three years
- Certificate from a certified Chartered accountant that the bidder had a min. annual turnover of Rs. 50 lakhs from IT/ ITES related activities during any two years between 2019-20 and 2020-21
- Infrastructure details
- Client feedback about the track record of the bidder, if any
- Technical Proposal with detailed objective SLA as assured by the bidder

- b. The Technical BID (T.B.) shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information. The T.B. shall indicate whether all services asked are quoted for and that all requirements therefore are also quoted for. The **Technical Bid** must be submitted in an organized and neat manner. No documents, brochures, etc. shall be submitted in loose form. All the pages shall be serially numbered.
- c. Tenders shall be forwarded on the letter Head of the firm, which should contain Phone Number/Fax Number. /URL, email, and other details of the firm.

iii) Commercial Bid [only one copy]

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

iv) Submission of bids

- a) The Technical Bid and the Commercial Bid shall be placed in a separate envelope superscribed: “Technical bid” or “Commercial Bid”, as the case may be, followed by the words “**Invitation of Bids Video Recording of the Exam**” Name of the bidder and contact address should also be written on the envelope.
- b) The Bidders shall seal the envelope No.I as Technical envelope and Envelope No.II as Commercial envelope in separate inner envelopes, duly marking the envelopes as “Envelope No.1, Technical Envelope” and “Envelope No.2 Commercial Envelope”. The two envelopes shall be placed in an outer envelope. The inner and outer Envelopes shall also be addressed to **The Member Secretary, Medical Services Recruitment Board, Chennai.**

The name and address of the Bidder shall be written on outer envelope also to facilitate return unopened in case it is declared “late”.

v) Deadline for Submission of Bids

- a) Bids must be received by the Tendering Authority at the address, not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids shall be received up to the appointed time on the next working day.

- b) The Tendering Authority may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Tendering Authority and Bidders subject to the deadline shall thereafter be extended.

vi) Late Bids

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

vii) Withdrawal of Bids

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

viii) Period of Validity of Bids

- a) Bids shall be valid for acceptance for a period of 50 days from the date of opening of Commercial Bid. A Bid valid for a shorter period shall be rejected by The Tendering Authority as non-responsive.

- b) In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity (not exceeding 180 days in total).

12. Evaluation Committees

The Tender Committee of the Medical Services Recruitment Board, shall evaluate the Tenders.

13. Opening of Technical Bids:

Technical Bids shall be opened either in the presence of bidders or their duly authorised representatives. The Bidder's representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be

permitted to be present at the time of opening the tender. The Bidder or Bidder's representatives should bring authorization letter from the Firm.

14. EVALUATION METHODOLOGY

ii. Evaluation of Technical Bid

- The Technical evaluation shall be done by a Committee appointed by MRB.
- The inputs for the technical evaluation shall be the information furnished by the Bidders in the Technical Bid.
- The technical bid is only for the qualification of the bidders for opening of the financial bid. If the bidder is technically found to fulfill the conditions, their commercial bids will be opened

ii) Opening of Commercial Bids

- Commercial Bids of eligible Bidders as mentioned above will be opened immediately after the evaluation of all the technical bids as above.
- The Tendering Authority reserves the right to open Commercial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Tender Notice.
- All the unopened commercial bids will be destroyed after three months from the date of opening of commercial bids.

iii) Evaluation of Commercial Bids

- a) The commercial bids so opened as per this tender document, will be evaluated by a Committee appointed by MRB.
- b) The commercial bids will be evaluated purely based on the lowest rate offered by the bidders in respect of each of the scope of work as defined in this tender document. (For the comparison, the evaluation will be done excluding the applicable taxes)
- c) There will not be any minimum qualifying marks and therefore all the commercial bids will be awarded marks, with the highest mark of 100% for the lowest bidders and others getting marks on pro rata basis.
- d) Only the marks scored by the bidders in the commercial bid shall be considered for evaluation and award of the work.

iv) Acceptance of Bids

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

- a) reserves its right to enter into negotiation with such bidders with a view to get the best possible, efficient and cost effective solution and
- b) reserves the right to reject any Tender without assigning any reason whatsoever

v) Notification of Award

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

vi) Binding Clause

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

The Tendering Authority, reserves the right:-

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

To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

vii) Conditional Tenders

Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.

viii) Interpretation of the Clauses

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

15. Commercial Terms

i) Payment Schedule

- a) No advance payment will be made.
- b) In the case of scope of the work as defined in this tender document, payment shall be made within 30 days from the date of issue of the Payment Clearance Certificate by the Tendering Authority in respect of the completion of the said work in good and satisfactory condition and after verification of the services/reports/tasks conforming to the quality, specifications and other terms and conditions specified in this tender document.
- c) The office of MRB will deduct Service/Income Tax and other statutory taxes at Source as applicable from time to time.
- d) The payment shall be made by "Electronic Fund Transfer (EFT) or e-payment or by cheque. The Service Providers are therefore requested to indicate EFT No. and other relevant details in their offer / bill (s). The Bidder must submit their Banker's name, address, Type of Account & Account. No. and IFSC no. etc. Service Providers are required to submit an authorization form duly signed for e-payment to them.
- e) For claiming payment the Service Provider has to submit Invoice duly pre- received.

ii) Contract Rate

- a) Rates charged by the Service Provider for the services performed under the contract shall not be higher than the negotiated final rate agreed to in writing by the bidder
- b) Rates should be all inclusive of everything except only the taxes payable to the the State/Central Government and the bidders should specifically state the presently applicable percentage of VAT, or CST and Service tax.
- c) The rate quoted must be FIRM throughout the first year contract period.

iii) Penalty

- a) Any delay in the time schedule prescribed by Tendering Authority shall attract a penalty upto 2.0 % of the contract value for the deviations in the SLA. However, if the delay is caused due to unavoidable circumstances, then Tendering Authority reserves the right to waive off the penalties so levied.
- b) For any other irregularities, mistakes, etc. penalty at the discretion of Tendering Authority will be imposed.
- c) That for unsatisfactory performance owing to absence of Service Provider's staff, deficiencies in services or for some other reason the tendering authority shall be within its rights to make necessary deductions from the running bills of the Service Provider for such

deficiency in services. Alternatively, the tendering authority may, after giving an opportunity of being heard to the Service Provider, get such deficiencies fulfilled at the cost and responsibility of the Service Provider.

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

16. Legal Issues

i) Suspension of Work

- a) The Service Provider shall, if ordered in writing by the tendering authority for non-performance, legal issues,etc. temporarily suspend the works or any part thereof for such a period and such a time as ordered.
- b) The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Service Provider, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder.
- c) In case the suspension of works, is not due to any default or failure on the part of the Service Provider, and lasts for a period of more than 2 months, the Service Provider shall have the option to request the tendering authority to terminate the Contract with mutual consent.

ii) Termination for Insolvency

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

or remedy, which has accrued or shall accrue thereafter to the Tendering Authority.

iii) Termination

- a) The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part,
- b) If the Service Provider fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract,
- c) If the Service Provider fails to perform as per the Quality standards and as per the Scope of the Work,
- d) The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the Service Provider, without assigning any reason, may terminate the Contract in whole or part, if the tendering authority satisfies that the services of the Service Provider are no more required or Service Provider is not executing its services properly.
- e) If the Service Provider after the issue of the award of the contract fails to abide by the terms and conditions of the tender document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority will have the right to forfeit the EMD, invoke performance security deposited by the firm and get the work done from other Service Provider at the risk and consequences of the first Service Provider. The cost difference between the alternative arrangements and Service Provider's bid value will be recovered from the firm along with other incidental charges including transportation, taxes, etc. in case tendering authority is forced to work done through alternative sources and if the cost is lower, no benefit on this account would be passed on the Service Provider.
- f) In case of failure by the bidder to carry out the job in accordance with provisions of the contract and as per the Scope of the Work, the tendering authority will have right to cancel the contract and award it to any other Service Provider and any loss sustained thereby will be recoverable from the first Service Provider.
- g) Tendering Authority reserves the right to blacklist a bidder for a suitable period in case

he fails to honour his bid without sufficient grounds.

- h) At the end of contract period or on termination of contract for any reason, the Service Provider should handover / transfer the database in full (without retaining any copy) to the Board.

iv) Force Majeure

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

v) Resolution of Disputes

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

vi) Indemnity Clause

The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred interalia during and after the contract period out of:-

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

17. Delivery Schedule

The Service Provider shall strictly adhere to the delivery schedule given by the MRB from time to time.

18. Tender Act/ Rules

The provisions of Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders Rules will be applicable

SCHEDULE-I
TECHNICAL BID

A. Profile of the Company

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

7. We have enclosed the following documents:

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

Sl. No	Name of the Document	Enclosed / Not Enclosed	Page No
1.	Tender document duly signed by the authorized signatory of the firm in all the pages		
2.	Demand Draft/Pay Order for EMD		
3.	Tender offer form duly filled in and signed.		
4.	Bidders Authorization Certificate.		
5.	VAT Registration Certificate from concerned Government Department		
6.	Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)		
7.	Copy of Service Tax Registration Certificate.		
8.	Copy of the TIN certificate		
9.	Copy of PF registration Certificate		
10.	Proof of having executed any of the activities defined in this tender document in Government / PSUs /Academic Institutions during the last three years		
11.	Certificate from its Certified Chartered Accountant stating that the Bidder had a minimum annual turnover of Rupees 50 lakhs from IT and ITES business during any two years during the period of 2019-2020 to 2020-2021.		

13.	Proof in support of Quality Certification received if any		
14.	Infrastructural details if any		
15.	Client feedback about the track record bidder		
16.	Technical Proposal with detailed objective as assured by the bidder	SLA	
17.	Other documents (Specify) i. ii. iii. iv. v.		

Certificate

I / We have read the tender documents completely and understood the requirements and conditions laid down in it. We certify that our firm is eligible to participate in this tender as per the eligibility criteria specified in this tender document. I/We will abide by the tender Terms and conditions given in the documents. Further, I/We certify that the no changes have been done to the tender document issued by MRB.

Signature of the Bidder with seal and date

SCHEDULE- II
COMMERCIAL BID

Sl. No.	Item	Price (in INR) (In numbers, followed by letters)
1.	Activity as per the scope of the work in the tender document (cost per CC TV camera)	

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

- Sales tax (VAT)..... %
- CST if any %
- Service Tax %
- Other Taxes (Specify)..... %

Signature of the Bidder with date and seal

Tentative Draft Agreement to be signed by the Service Provider

(To be executed on a Rs. 20/- Stamp paper by the Successful Bidder)

This Contract entered into this _____ day of _____ 2022 at Chennai between Medical Services Recruitment Board having its Office at Chennai, on behalf of the Governor of Tamil Nadu, hereinafter referred to as MRB (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part

and

M/s. _____ hereinafter referred to as the Service Provider (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas MRB invited a tender for DIGITAL VIDEO RECORDING AND MONITORING OF EXAMINATION AT VARIOUS EXAMINATION LOCATIONS , the Service Provider herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

Whereas, MRB and the Service Provider, in pursuance thereof have arrived at the following terms and conditions:-

1. This Contract shall remain in force for a period of **one year** from the date of signing of this Contract subject to the satisfactory performance and annual extension same as per the tender document in respect of the tender No. 03/2022. MRB may terminate this contract at the risk and cost of the Service Provider where the Service Provider is in material breach of the terms and conditions of this contract and fails to remedy that breach on 14 days' written notice from MRB. Termination of this contract by MRB will not relieve Service Provider of its liability as agreed.
2. The Service Provider agrees to complete the execution of the contract specified in the Tender documents within the stipulated period prescribed by MRB at the negotiated final rate.
3. The Contract or any part share of interest in it shall not be transferred or assigned by the Service Provider directly or indirectly to any person or persons.

4. Neither MRB nor the Service Provider shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

- a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
- b) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared.
- c) Accidents or disruptions including, but not limited to fire and explosions.

5. The Tender Ref. 03/2022 along with the enclosures, the offer submitted by the Service Provider, the negotiated and finalized terms and conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Service Provider are at variance with conditions of this contract or conditions stipulated in the tender document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Service Provider.

6. Liquidated Damages

A penalty will be levied at **up to** the rate of **1.0%** per week on the total contract value subject to a maximum of **2%** for non-fulfilment of delivery schedule. Any delay due to the Force Majeure conditions or delay caused from the customer side will be excluded from the delivery time. In the event of failure to fulfil the conditions, MRB at its discretion may initiate any of the actions such as;

- Extension of time may be permitted to complete the work.
- Additional resources will be requested by MRB for speeding up the work.
- Contract may be terminated and new contract may be awarded to other Technically Qualified Bidders at the same tender cost or at higher cost. In case of higher cost, any difference in cost to be incurred in engaging other Bidder may be recovered from the Service Provider.

- Any other action as may be decided by the MRB in the best interest of the work.

8. Penalty for non-fulfilment of conditions

A penalty will be levied at **up to** the rate of **1.0%** of the total contract value (per week) in the event of non-fulfilment or non-observance of any of the conditions stipulated in the Agreement, Terms and Conditions and Work Order at the discretion of MRB.

9. Payment Clause

Payment to the Service Provider shall be made only as per the the tender document for the tender ref No. 03/2022

10. Unless otherwise provided in the Contract, 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 Service Provider to MRB at the address set forth above or with other addresses and to the attentions 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.

11. Any notice to the Service Provider given or required to be given hereunder shall be given by either:

- a) Mailing the same by registered mail, postage prepaid, return receipt requested; or
- b) Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been

served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.

11. In case of breach of any of the conditions of the contract by the Service Provider during the contract period, MRB reserves the right to recover costs/liabilities arising directly due to such breach from the Service Provider.
12. If any dispute and/or difference shall at any time arise between the parties to this agreement or any clause or their respective rights, claims or liabilities hereunder or otherwise, however, in relation to or arising out of or concerning this agreement, such dispute and/or differences shall be referred to arbitration by two arbitrators, one to be appointed by each party and in the event of arbitrators differing, to an umpire to be appointed by the said two arbitrators before entering upon the reference. The Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The Arbitration shall be held in Chennai only.
13. All disputes in this regard shall be subject to Chennai Jurisdiction only.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of MRB

For and on behalf of Service Provider

Witness 1 Signature:
Name :
Address:

Witness 1 Signature:
Name :
Address:

Witness 2 Signature:
Name :
Address:

Witness 2 Signature:
Name :
Address:

End of Document

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