

Medical Services Recruitment Board

Short Tender for Provision of Recruitment Process Management System (RPMS) for the Medical Services Recruitment Board, Chennai, Tamil Nadu (Short Tender 03/2013)

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MEDICAL SERVICES RECRUITMENT BOARD

Short Tender Notice

Tenders are invited from the reputed companies for Recruitment Process Management System(RPMS). The tender should reach the Member Secretary, Medical services Recruitment Board, , Chennai –6 , on or before 25.04.2013 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 25.04.2013 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 03.30 PM on 25.04.2013 (in front of the representatives of the bidders who choose to be present). Cover-II of the qualified tenderers will be opened at 4.00 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-RPMS" and "Cover-II Commercial Bid-RPMS" as the case may be and "Tender 03/2013: Tender For Recruitment Process Management System"

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

Medical Services Recruitment Board (MRB) is mandated with the task of making Recruitment to various medical personnel. 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.

By leveraging the available Information Technology solutions MRB has decided to introduce Recruitment Process Management System(RPMS) to improve the services by MRB. The successful Service Provider shall provide necessary Infrastructure, software and support, and manage the Recruitment Process.

2. Objectives:

The overall objective of the Recruitment Process Management System(RPMS) is to improve the Recruitment Process. The broad objectives of the Project are as follows:-

- a) Increase Operational Efficiency
- b) Error free and fool proof recruitment Process
- c) Provide better Monitoring tools for Recruitment
- d) Improve Service Delivery to Public

3. Current Recruitment Status in MRB

The MRB is a newly established organization. Many important processes in each stage of the recruitment process are still done manually. In near future MRB wants to migrate to automate these processes and set high standards in the critical measures of performance like Accuracy, Zero Defect / Downtime. Currently the MRB has a website with provision of online registration and online payment system.

4. Definitions:

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

- a) "Contract" means the agreement entered into between the Tendering Authority and the Service Provider, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;

- b) "Data Processing" includes Data Extraction from database, Data Verification and Data Validation and generation of Reports
- c) "Bidder" means any firm(s) having proper legal Agreement between the parties with the lead firm taking the full responsibility of managing the project as required in the tender. The word "Bidder" when used in the pre award period shall be synonymous with "Service Provider" which shall be used after award of the contract.
- d) "The Contract Rate" means the rate offered by the Service provider and accepted by the Tendering Authority under the Contract for the full and proper performance of its contractual obligations;
- c) Recruitment Process Management System(RPMS)" as per this tender document means document means end-to-end user friendly, fool proof Recruitment Process Management System with secured web interface.
- e) "Services" means services ancillary to the Scope of Work herein-above, transportation, any other incidental services and other obligations of the Service provider covered under the Contract;
- f) "Service Provider" means the firm / company which provides the IT/ITES as per the conditions of this contract.
- g) "Day" means a working day of MRB.
- h) "Tendering Authority" means The Member Secretary, Medical Services Recruitment Board or any Officer of the Medical Services Recruitment Board who has been authorized to issue a work order under this contract.
- i) "Board" means Medical Services Recruitment Board
- j) "MRB" means Medical Services Recruitment Board

5. Scope of work

Broadly speaking the scope of work shall be provision of Automated

user friendly Recruitment Process Management System with necessary web interface and it comprises of the following three major activities: -

Activity 1

Design and supply of various OMR forms (120 GSM thickness to enable colouring using ball point pen without smudging), Attendance sheet and related forms for the conduct of examination, etc. with suitable and adequate security features as per the specification given by MRB from time to time.

Activity 2

The successful bidder should also help in pre exam activities of the MRB in the exam centres, by generating the candidate layout for each room, pasting the number details, screening of candidates for admission to the venue, provision of ball point pen and 300ml water bottle to the candidates, transportation arrangements for transportation of question paper and other papers to the exam venues, etc. They should also help in transfer of marked OMR sheets and other papers to the designated place for scanning/ image processing.

Activity 3

This process is related to the Scanning of the OMR Answer sheets/ Response sheets. This activity comprises of image processing and Data processing comprising of scanning, data extraction, verification and validation in respect of OMR sheets defined in Activity 1 and generation of all necessary results as mandated by MRB, and printing of all necessary reports like Mark list and Rank list and various other reports as may be specified by MRB from time to time by using bidder's own hardware and customised Application Software to meet the requirements of MRB. The successful bidder should also help MRB in uploading of the information in the Board's Website (MRB will not supply any stationery and the successful

bidder should use their own printer and related consumables etc.)

While doing the image processing to extract the results from OMR, the successful bidder should employ the latest image processing techniques and MUST use-two different scanning machines or scan using two different resolutions, compare the results and arrive at the results so that the results are completely error free.

Activity 4

The successful bidder should also help in the certificate verification process, sending email/SMS to the candidates for certificate verification process, counselling, etc., deploy systems including indoor and outdoor display mechanisms for conduct of counseling with custom software for smooth conduct of counselling. They should also help in extraction of information for replying to RTI or directions of the Court with regard to this recruitment.

6. 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 2009-2012.
- ii. Firms should have valid VAT, Service Tax and PF registration Certificate and Valid TIN Number eligible to apply
- iii. The bidder should have hardware infrastructure for the proposed activities
- iv. The bidder should have experience of providing similar facilities for a Reputed Recruiting Organization or Academic Institute/ Government organization.
- v. All the above eligibility conditions are mandatory.

7. Other Conditions:

- i. **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). If the contract is extended for the second year, an increase of 5% over the approved rate of the first year will be given. In case the contract is extended for the third year, a 10% increase of the original (first year approved rate) will be given.

- ii. **Cost of Tender Document:** Free
- iii. **Non-transferable:** The tender document is not transferable.
- iv. **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.
- v. **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.
- vi. **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.
- vii. **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.7,000/- (Rupees Seven Thousand Only) towards Earnest Money Deposit. Payment of EMD by cash will not be accepted.
- viii. 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.
- ix. Unsuccessful bidders' Earnest Money Deposit shall be discharged / returned within 30 days after the finalization of the Tender Offer validity prescribed in this tender.
- x. The Earnest Money Deposit shall be forfeited and Bid shall be rejected:
 - a) If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder

on the Bid form or

b) 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

8. 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.

ii. Security Features

- i. The bidder should provide a write up on the security approach adopted in their proposed solutions like incorporation of stringent security procedures and measures including encryption and various levels of passwords during the execution of the project to eliminate the possibility of errors, frauds and misuse.
- ii. The bidder should provide the details of encryption technique used to protect unauthorised access to the system and methods used for authentication and validation of the data.
- iii. The bidder shall also clearly state the Do's and Don'ts along with the list of potential threats and the bidders proposed ways and means of preventing them.

9. 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.

10. Responsibilities

A. Responsibilities of the Service Provider:

Signature of the bidder

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- i Resource and Project Management as per Scope of the work
- ii Completion of the work as mentioned in the Scope of the work
- iii 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.
- iv Shall be responsible for any other thing that is required for executing the contract awarded to the Service Provider except that shall be provided by MRB as stated in this tender document
- v Shall provide necessary training to the staff of MRB

B. Responsibilities of MRB:

- a. Provide all necessary information for designing of forms
- b. Provide information regarding publication of Notification with all features and conditions put-forth for designing the input screen accordingly for specific examinations.
- c. Provide necessary data
- d. Settlement of bills within 30 days of completion of registration.

11. Open Source Platform:

Though it shall be the prerogative of the Service Provider to choose any of the front-end and back-end platforms as per the expertise and resources available with the Service Provider, MRB would prefer open source platforms.

12. 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 (data entry, scanning, processing, and printing). MRB shall provide necessary test data and sample reports for the same.

13. Database Management

- ii. The Service Provider shall be responsible for end-to-end management of database on an ongoing basis to ensure smooth functioning of the same.

- iii. Undertake performance monitoring and tuning of the databases on a regular basis including, preventive maintenance of the database as required.
- iv. The Service Provider shall provide management of database upgrade or patch upgrade as and when required with minimum Downtime.
- v. The Service Provider shall take regular backups for all databases in accordance with the backup and archive policies and conduct recovery whenever required with appropriate permissions.
- vi. After rectifying the mistakes, if any, and after all the processing is over, all the data be handed over to the Board in the required database structure like latest version of MS Excel, MS Access, .dbf & MS SQL etc.
- vii. The Service Provider should ensure that the Data Processing is absolutely error free.
- viii. If any problem in understanding the requirement of processing arises, the matter be discussed with the concerned Officers before proceeding further.

14. Disaster Recovery

The regular backup of all the data shall be maintained as well as the Data Bases exported in different Database format shall be stored in a secured place in a different seismic zone as per the directive of MRB and back up shall also be given to MRB.

In case of any Disaster, such as Fire, Flood, Terrorist threat, Mis-handling or other disruptive event, the Service Provider shall restore / recover the data for the System to function from backup and continue to operate in a reasonable period of time of 24 hrs. Proper documentation of the database backup is required to easily locate the physical data / data in the server/network.

15. 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 activities defined in this tender document 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 2009-10 and 2011-12
- Proof in support of Quality Certification received if any
- 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.

Signature of the bidder

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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 super scribed: “Technical bid” or “Commercial Bid”, as the case may be, followed by the words “**Invitation of Bids for Recruitment Process Management System(RPMS)**” 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).

16. Evaluation Committees

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

17. 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.

18. EVALUATION METHODOLOGY

a. Evaluation of Technical Bid

- i. The Technical evaluation shall be done by a Committee appointed by MRB.
- ii. The inputs for the technical evaluation shall be the information furnished by the

Bidders in the Technical Bid.

- iii. 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 rates offered by the bidders 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.

19. 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-receipted.

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 Member Secretary, MRB.

20. 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 it's 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.

21.Data Exporting and Importing:

1. Importing data from MS excel / .csv / .DBF format (example Venue Lists)
2. Exporting the data to integrate with the offline data.
3. Importing the Off-line data to generate necessary reports including hosting of hall tickets in the web-site.

The List of reports specified in this tender document is not an exhaustive list and therefore the Service Provider has to ensure the generation of any other report that may be required by the Tendering Authority during the period of contract.

22. Delivery Schedule

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

23. 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 2009 - 2010 to 2011 - 2012.		

13.	Proof in support of Quality Certification received if any		
14.	Infrastructural details		
15.	Client feedback about the track record of the bidder		
16.	Technical Proposal with detailed objective SLA as assured by the bidder		
17.	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.	Printing of 120 GSM OMR sheet(cost per sheet)	
2.	Scanning and Processing of OMR sheet (per sheet) as per activity -3 in the Scope of work.	
3.	Pre exam arrangements as in activity-2 including provision of ball point pen, 300ml water bottle, transportation charges for transporting in(to the centre) question paper/OMR sheet/related papers and transporting out(from the centre) OMR sheet/related papers, including declaration of results etc. (cost per person)	
4.	post exam processing other than item2,and 3 above (including certificate verification, counseling etc.) (cost per person)	

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

Signature of the bidder

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 _____ 2013 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 **Recruitment Process Management System(RPMS)**, 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. 03/2013. 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. 03/2013 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. 03/2013

9. 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.

10. 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

