

# **TEACHERS RECRUITMENT BOARD**

3rd Floor, Puratchi Thalaivar Dr M.G.R. Centenary Building.  
Perasiriyar Anbazhagan Kalvi Valagam (DPI Campus), College Road  
**CHENNAI –600006**



Online e-Tender for DESIGN, PRINTING, PACKING AND  
SUPPLY OF OMR ANSWER SHEETS AND OTHER PREPRINTED  
STATIONERIES FOR TEACHERS RECRUITMENT BOARD

Due on 26-03-2024 at 15:00 Hours.

On MSTC Limited (A Govt. of India Enterprise) Platform.

Website: <https://www.mstcecommerce.com/eproc>

## SCHEDULE OF e-Tender (SOT)

TENDER SPECIFICATION NO.	<b>MLS/SRO/Operations/3/23-24/ET/21</b> <b>[PRINTING-OMR SHEET-TRB]</b>  Design, printing, packing and supply of OMR answer sheets and other preprinted stationeries for various TRB Recruitment Related Examinations
MODE OF TENDER	e-Procurement System (Online Part I- Techno-Commercial Bid and Part II - Price Bid) through  <a href="https://www.mstcecommerce.com/eprocn">https://www.mstcecommerce.com/eprocn</a> of MSTC Ltd.
TRB Reference No	<b>R.C No.00135/E/S1/2023</b>
e-tender No	<b>TRB/Chennai/OMR/23-24/ET</b>
Date of NIT available to parties to download	From 07/03/2024-12:00 hrs. to 26/03/2024-15:00 hrs.
EMD/Earnest Money Deposit (EMD)	<b>INR 2,00,000</b> (Rupees TWO lakh only) on MSTC Limited A/c A/c No :200000598217 IFSC CODE : INDB0000007 INDUS IND BANK  EMD should get credited to the account of MSTC LIMITED one day Prior to the closing date of submission i.e 26/03/2024.
Pre-bid Meeting	From 07-Mar-2024 12:00 hours to 09-Mar-2024 11:00 hours Queries can be placed online during the above period.  Subsequent queries may be mailed to <a href="mailto:jdcne.trb@tn.gov.in">jdcne.trb@tn.gov.in</a> under copy to <a href="mailto:nshanmugam@mstcindia.co.in">nshanmugam@mstcindia.co.in</a> and <a href="mailto:jdmodaran@mstcindia.co.in">jdmodaran@mstcindia.co.in</a> before 19/03/2024 14:00 hrs.  Replies to the queries will be uploaded as corrigendum within two days from the date of submission of pre-bid queries.
Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	09/03/2024 from 12:00 hours
Date of closing of online e-Tender for submission of Techno-Commercial Bid & Price Bid.	26/03/2024 from 15:00 hours

Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	26/03/2024 at 15:30 hours
Date of opening Price Bid	Will be intimated to Technically Qualified Bidders by mail only.
Validity of bids	45 days

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## Instruction to Bidders

### For submission of online Bid in e-Tender

MSTC is only an e- platform service provider and all terms & conditions of buyer as per e-tender will be applicable. No deviation of terms & conditions will be acceptable Bidders are requested to read the terms & conditions of this tender before submitting their online bids. Bidders who do not comply with the conditions along with documentary proof (wherever required) will not qualify for opening of price bid. In this document, the terms "bidders" and "vendors" mean one and the same.

#### **Note to Bidders:**

**The bidder shall bid for only one event considering the Design, Printing, Packing And Supply Of OMR Answer Sheets And Other Preprinted Stationeries For Various Recruitment Related Examinations as one event and he is prohibited from participating in scanning tender which is considered as a separate event by TRB. Any bidder who applies for both the events will be summarily eliminated from participation in both the events.**

**A) REGISTRATION:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. This submission of bids shall be done over the internet. The Vendor should possess a valid Class III signing and encryption type digital signature certificate. Vendors are to make their own arrangement for bidding from a computer connected to the internet. MSTC is not responsible for providing such arrangement. **(Bids will not be recorded without Digital Signature).**

#### **INSTRUCTION FOR SUBMISSION OF TECHNO COMMERCIAL BID AND PRICE BID IN ONLINE:**

THE TECHNO COMMERCIAL BID AND PRICE BID HAVE TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn)

- i. The Vendors are required to register themselves online with <https://www.mstcecommerce.com/eprocn> → Register (Filling up details and creating own user id and password) → Submit. Please follow the 'Registration Guide' available in the Registration link before proceeding.

- ii. The Vendors will receive a system generated mail confirming the registration to their email id which has been provided by them during the time of filling the registration form.
- iii. The Vendors shall have to subscribe to the buyers and categories in order to receive system generated mails. In order to subscribe, a vendor has to login and click on '**My Subscription**' followed by '**Add Subscription**'. On successful subscription, a system generated mail shall be forwarded to the vendor. Please follow the guide for '**Subscription**' available in the Dashboard before proceeding.

**For specific queries/clarifications, please contact MSTC:**

Sl.No	Name	Mobile	Email
1	Mr. J.Damodaram	09841002253	rmsromstc@mstcindia.in
2	Mr.N Shanmugam	09176397264	nshanmugam@mstcindia.co.in
3	Helpdesk Numbers	9499054101-104	

**B) SYSTEM REQUIREMENT:**

a) Operating System –Windows 10 and above

**b) Security Settings:**

Please follow settings given in the bidders guide manual available online.

- 1) The tender will be opened electronically on specified date and time as given in the NIT (Notice Inviting Tender).
- 2) All entries in the tender should be entered in online Price Bid Formats without any ambiguity.
- 3) All notices and correspondence to the bidder(s) shall be sent by email only during the process, up to the finalization of tender by MSTC. Hence the bidders are required to ensure that their official email-ID provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSCs (Digital Signature Certificates).
- 4) E-tender cannot be accessed after the due date and time.

**C) Process of e-tender:**

- a. The process involves Electronic Bidding for submission of Bid.
- b. The bidder(s) can submit their Bid through internet in MSTC website <https://www.mstcecommerce.com/eproc>
- c. The NIT/ Documents shall be available for download in the event catalogue available

under 'Event Details' of the Event.

d. Please follow the guides for 'UPLOADING ENCRYPTION PUBLIC KEY' and 'BIDDING' under 'DOWNLOAD GUIDES' available in the Dashboard before proceeding to submit bid.

e. The bidders may upload the bidding related documents in the link 'My Documents'. The documents uploaded here shall be available for attaching with this event in the Bid Floor.

f. In order to submit a bid, a vendor has to go to 'Events' from the menu and select 'Bid Floor'. A vendor has to select the buyer MSTC Limited from the buyer list in order to view the live events list. The correct event has to be selected from the event list for participation. A vendor has to submit 'Event- wise bid details' that may consist of 'Common Terms' and/ or 'Document Attach'. A vendor has to save the Common Terms and/ or attach documents by clicking the respective buttons. Once the event specific bids are saved, the status is updated in 'EVENT SPECIFIC BID STATUS' and the 'Item specific BID' button appears on the bid floor. Thereafter vendor has to click button under 'Technical Cover' in order to save the TECHNO COMMERCIAL BID for specific lots. Once the TECHNO COMMERCIAL BID is saved, the 'Price Cover' button appears on the screen for respective lots. Once price bid is saved, the vendor has to click on 'Final Submit'. On final submission of bid, the status of the bid submission shall display 'Bid submitted' under 'Item specific bid status'. The vendor shall receive system generated mail.

**NOTE:** - The bid cannot be revised once the Final Submit button has been clicked by the bidder. However, if the bidder wishes to change his bids, then he may delete the bid and re- submit the same.

g. In all cases, the bidders should use their own ID and Password along with Digital Signature at the time of submission of their bid.

h. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

i. The e-tender floor shall remain open from the pre-announced date & time and for the duration mentioned in SOT (Schedule of e-Tender).

j. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid offered by the bidder will be considered as the valid bid and acceptance of the same by a Buyer will form a binding contract between Buyer and the Bidder.

- k. It is mandatory that all the bids are submitted with digital signature certificate. Otherwise, the same will not be accepted by the system.
- l. The Buyer reserves the right to cancel or reject or revoke or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof, whenever irrespective of stage.
- m. No deviation of the terms and conditions of the tender document is acceptable. Submission of a bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- n. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupees as per UOM indicated in the e-tender floor/tender document.
- o. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
- p. No deviation to the terms & conditions are allowed.
- q. The Buyer has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- r. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://www.mstcecommerce.com/eproc>
- s. The bidders should upload all the documents required (if any) as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- t. The bid will be evaluated based on the filled-in Price bid formats.
- u. Canvassing in any form in connection with the Tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected at any time.
- v. Since the uploaded documents shall be downloaded for evaluation, the said

documents should NOT be protected with Password.

w. The bidder should note that only a file which is "attached" with the e-Tender shall be considered during evaluation of the TECHNO COMMERCIAL BID. Files which are not attached to the e-Tender shall not be considered for evaluation. Please note that bidders should upload the file and also attach it to particular E-Tender.

x. The Bidder has an option to edit TECHNO COMMERCIAL BID and Price Bid as many times as it wishes till the final submission.

y. The Bidder should also note that a Bid will be considered as submitted if and only if the Bidder has made FINAL SUBMISSION and only such Bids will be opened. It is further clarified that saving of TECHNO COMMERCIAL BID and / or Price Bid without Final Submission will be treated as non- submission of bid in e-Tender.

z. Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies (\*.pdf format files only). MSTC/Buyer reserves the right to call for additional copies or other documents for the purpose of bid evaluation, if deemed necessary. Such documents shall have to be submitted by the bidder within the time provided for submission.

aa.Upon successful submission of e-Tender (i.e. after Final Submission), the Bidder shall receive a bid acknowledgement mail from the system automatically in their registered email id.

bb.The Bidders may note that the TECHNO COMMERCIAL BID and the Price Bid submitted in e-Tender will be encrypted by the MSTC's own software before storage in the database. This will be done to protect the sanctity and confidentiality of the Bids before the actual opening of the same.



## **PRE BID e-BIDDING PROCESS**

### **D) OPENING OF TECHNO COMMERCIAL BID (PART 1):**

- The e-Tender shall have two parts - Techno-Commercial Bid (Part1) and Price Bid (Part 2). The bidder must fill up both the Part 1 and Part 2 of e-Tender before making final submission. During tender opening, the Techno-Commercial bids will be opened electronically on specified date and time as given in the tender document.
- The Techno-Commercial bids will be evaluated and the bids which are found to be in accordance with the tender requirement will be shortlisted as Technically Qualified Bids and the respective bidders shall be known as Technically Qualified Bidders.

### **E) OPENING OF PRICE BIDS OF e-TENDER (PART 2):**

- Price bids received from only Technically Qualified Bidders in e-Tender will be opened.

### **F) BIDDING IN e-TENDER:**

a) The Bidder(s) need to submit necessary EMD well in advance preferably one day prior to due date of submission, taking into account the transfer time of the amount from bank to the account of the MSTC. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by MSTC.

b) After filling the Techno-Commercial Bid, the bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid.

c) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

d) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

e) All electronic bids submitted during the e-Tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.

f) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. Bids with value up to two decimal points is permitted.

g) No deviation of the terms and conditions of the tender specification is acceptable.

Submission of bid in the e-Tender by any bidder also confirms his acceptance of terms & conditions for the tender.

h) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-Tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.

i) Bidders are advised to exercise caution in quoting their bids in e-Tender to avoid any mistake. Bids once submitted can't be recalled.

**G) CERTIFICATE REGARDING NO DEVIATION:**

No deviation, whatsoever, is permitted by TRB, to the provisions of the Bidding Documents. The bidders are advised that while making their Bid and quoting prices, all conditions may appropriately be taken into consideration. NO DEVIATION CERTIFICATE to be given by the bidder on their letter head duly sealed and signed and to be uploaded along with other documents.



**TEACHERS RECRUITMENT BOARD  
CHENNAI –600006**

**TENDER NOTICE**

TRB Reference No – R.C. No.00135/E/S1/2023

Online tenders are invited up to 15:00 hours on 26-Mar-2024 from reputed companies / firms with relevant experience, for designing, Printing and supply of OMR Sheets and various Forms for various examinations to be conducted by the TRB.

Tender documents with the specification of terms and conditions, form for TECHNO COMMERCIAL BID and Commercial Bid etc., can be downloaded from the websites <https://www.mstcecommerce.com/eprocn> or [www.trb.gov.in](http://www.trb.gov.in)

Pre-bid queries may be forwarded to the mail id given in the Tender document, well within the period mentioned in the above schedule. The same will be answered by MSTC/ TRB and will be published as a corrigendum to the Tender and available for downloading. The TECHNO COMMERCIAL BID of the e-Tenders received online up to 15:00 hours on 26-Mar-2024 will be opened only through online by the Tender Inviting Authority i.e., the Joint Director (Conduct of Examination), Teachers Recruitment Board or the Secretary, TRB or any other Officer authorized by him on his behalf, in the presence of Tender Accepting Authority, i.e. The Hon'ble Chairman, TRB at the TRB's Office by 15:30 hours on 26-Mar-2024.

Joint Director (Conduct of Examination),  
Teachers Recruitment Board

**1. ABOUT TRB**

The Teachers Recruitment Board (TRB) was constituted in the year 1987, for the purpose of recruiting all categories of teachers (SGT, BT, PG Assistant, PET,PD, Special teachers etc), Block Educational Officer, Lectures in Government Polytechnic College, Assistant Professor in Government Engineering College, Assistant Professor in Government Law College, Assistant Professor in Government Arts and Science and College of Education, TNTET – Paper – I & II using Multiple – Choice Questions (Objective Type) with Optical Mark Recognition Answer sheets for ensuring a fairer and faster selection process. Some of the recruitments involve Main Written Tests that consists of descriptive answers.

**2. Objectives:**

This tender is floated for selecting a vendor that can design, print and supply OMR answer sheets, descriptive answer booklets, Attendance Sheets and pre-printed stationeries for the examinations conducted by the TRB.

**3. DEFINITIONS**

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

“Contract” means the agreement entered into between the Tendering Authority and an individual or that built computer system for client by combining hardware, software, net as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;

“Bidder” means the interested firm/company that may provide the services to the public/private sector organization under the contract and have registered for the relevant business thereof.

“Vendor” means the bidder whose bid has been accepted and awarded letter of acceptance for a specific item followed by the signing of the contract.

“The Contract Rate” means the rate offered by the bidder/vendor accepted by the Tendering Authority under the Contract for the full and proper performance of its contractual obligations;

“The Goods” means all the material/ services, which the bidder/vendor is required to supply to the Purchaser under the Contract;

“Services” means services ancillary to the Scope of Work hereinabove, transportation, any other incidental services and other obligations of the bidder/vendor covered under the Contract;

“Day” means a working day;

“Tendering Authority” means The Joint Director (Conduct of Examination), Teachers Recruitment Board or the Secretary, TRB or any Officer of the Teachers Recruitment Board who has been authorized to issue a work order under this contract.

“Tender Accepting Authority”: Chairman of TRB “TRB” means Teachers Recruitment Board (TRB)

**4. INTERPRETATION**

(a) References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.

(b) References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this tender

(c) The headings are inserted for convenience and are to be ignored for the purposes of construction

(d) Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.

(e) In case of any inconsistency between this tender and the Bid made to TRB, the terms of this Tender shall prevail. In case the tender is silent on the items contained in the bid, and/or any ambiguity in the tender document or in the agreement to be signed, the decision of TRB shall be final & binding on the Bidder/ Bidders.

## **5. REQUEST FOR ONLINE TENDER**

Online Tenders are invited from eligible, reputed and qualified companies/firms for implementation and execution of the requirements as detailed out in the scope of work of this e-tender document.

## **6. BASIC INFORMATION**

- TRB, Chennai invites responses ("Proposals") to this Request for Online Tender from Companies / Agencies ("Bidders") for selection of "Service Provider/ vendor".
- Proposals must be received not later than the time, date through online mentioned in the SOT (Schedule of Tender). Proposals received after the deadline WILL NOT BE CONSIDERED in this service procurement process.
- Interested bidders are advised to study the e-Tender document carefully. Submission of response shall be deemed to have been done after careful study and examination of the e-Tender document with full understanding of its implications and in case of any ambiguity, the TRB's clarification will be final.

## **7. GENERAL TERMS AND CONDITIONS**

### **I. Period of Contract:**

The contract shall be initially for a period of 3 years from the date of execution of the agreement with the Tendering Authority. However, the contract may be renewed for a further period of 2 years on the basis of the performance of work of the Successful bidder / vendor subject to mutual terms and conditions as specified in the contract.

**II. Eligibility Criteria/Mandatory Requirements:****Bid Qualification Requirement**

<b>Sl. No.</b>	<b>BQR</b>	<b>Documents to be uploaded</b>
1.	Only those companies that have an annual turnover of Rs.1 crore <b>from IT and ITES business</b> for any two years during the FY 2020-2021 to 2022-2023 should apply.	Chartered Auditors certificate to be uploaded clearly stating that Turnover from IT and ITES business.
1A.	The Bidder's average turnover in the last 3 Financial Years should be 1 (ONE) Crore in each year. The bids with annual turnover less than prescribed limit will not be considered for evaluation process and would be rejected without assigning any reason.	Chartered Auditors certificate to be uploaded regarding Turnover in the last three FY.
2.	Only those firms that had executed any of the similar activities defined in this tender document, with at least 3 Government/PSU/Academic Institutions during the FY 2020-2021 to 2022-2023.	Work completion certificate given by the Government/ PSU/ Academic Institutions to be submitted along with work order.
2A.	Similar work should have been undertaken in the past 3 (Three) years for printing & supply of OMR Answer Sheets executed by the Bidder (Agency) for UPSC, other Public Service, Staff Selection, Universities, CBSE, State Educational Boards, Government Departments / Boards, IITs, IIMs, Institute of Banking Personnel Selection, Railway Recruitment Boards and Central Public Sector Undertakings.	Copies of Work Completion Certificate from at least 3 clients to be enclosed during past 3 years i.e., 2021-2022 to 2023- 2024.
3.	Only those firms that have valid GST and PF registration Certificate and Valid PAN CARD should apply.	GST Registration certificate. EPF registration certificate. PAN Card copy. Service Tax Registration Certificate. Copies of certificate of incorporation of the firm. (E.g. Registration as partnership firm, proprietary concern, company, etc.) (Documentary evidence of the above must be provided.)
4.	Only those bidders who are capable of undertaking all the activities specified in this tender document should only apply.	Self-certificate, with seal and sign, clearly stating that the entire Terms and Conditions and BQR of this e-Tender was read and understood by the bidder.
5.	i. The Bidders should have minimum 3-year	

	<p>experience in the OMR Answer Sheets Designing and Printing for recruitment examination process.</p> <p>ii. Proof and support of quality certification received if any.</p> <p>iii. Client feedback about track record of bidder.</p>	Yes/No
5A.	<p>The Bidders should have Designed and Printed</p> <p>i) OMR Answer Sheets</p> <p>ii) OMR Answer Booklets consisting of 40pages with OMR in the Front sheet</p> <p>iii) Printing of OMR Attendance Sheet (* All the three as per the requirements of TRB from time to time.)</p> <p>for minimum 5,00,000 candidates per year during last 3 financial years.</p>	Yes/No
6.	<p><b>Scope of work for OMR (Printing / Supply):</b></p> <p>As given in clause 8</p>	Yes/No
7.	Contractual labour deployment will <b>NOT</b> be permitted as job involves confidentiality, integrity and outsourcing of work will not be permitted.	Affidavit to this effect should be submitted on a non-judicial stamp paper, duly sealed and signed to the value of Rs.100/-
8.	<p>Copies of Income Tax returns along with audited accounts of last three assessment years, i.e., 2021- 2022 to 2023-2024 and Current Return of GSTIN and Payment of Tax must be enclosed.</p> <p>The bidders failing to submit relevant documents will not be considered for evaluation process and would be rejected without assigning any reason.</p>	<p>Acknowledgement of Income Tax returns.</p> <p>Audited Balance Sheet.</p> <p>GST returns filed for the last FY.</p>
9.	The Agency must have been registered under the Indian Companies Act, 1956/ The Partnership Act 1932 and must possess valid Trade License & Professional Tax. Documentary evidence of above must be enclosed.	Company Incorporation Certificate Registered Partnership Deed, etc. Trade License and Professional Tax registration Certificate.
10.	The bidder should not have been debarred/ blacklisted by any Organization/ Board/Council/University/ TRB and any other Government/ Government undertaking organization.	Affidavit to this effect should be submitted on a Non-Judicial stamp paper, duly sealed and signed to the value of Rs.100/- .
11.	<p>1. The bidder should have in house permanent facilities for printing purpose.</p> <p>2. Work order will be issued only after</p>	Necessary documents must be annexed.

	inspection of the bidder's premises / company / in-house printing facility. 3. Infrastructure details may be provided.	
12.	Earnest Money Deposit (EMD) details.	

## 8. Submission of Tender:

### Part 1 – Techno Commercial Bid

Techno commercial bid means proposal submitted by the bidder in response to the technical and commercial part of the bid document except the price offer (Price bid)

### Part 2 – Price Bid

Price Bid refers to the amount of money that the vendor is willing to accept for completing a specific project in response to a tender issued by the tenderer.

### A. Downloading of Tender Document

The Tender Document can be downloaded from the websites <https://www.mstcecommerce.com/eprocn> and [www.TRB.gov.in](http://www.TRB.gov.in) at free of cost.

### B. Submission of tenders:

The Bidders shall submit the bid online in the website hosted by MSTC as per the NIT by 15:00 hours on or before 26/03/2024 for this purpose. TRB/MSTC will not be responsible for any delay in receipt of bids. Any bids received online after the closing date and time shall not be entertained. In case, closing date of submission of bid happens to be a holiday due to some unforeseen circumstances, the bids will be received online on the next working day at the same time.

### C. Opening of Tender:

- Tenders will be opened in two stages. The "TECHNO COMMERCIAL BID" shall be opened through online only on the due date and time in the presence of Bidder and their representative/s who desire to attend the Tender opening.
- The "Financial Bid" shall be opened online only for the qualified vendors. The date and time will be intimated to the qualified vendors by mail.

### D. Non-transferable Bid

The tender document is not transferable.

### E. Rejection of Bid

The Joint Director (Conduct of Examination), Teachers Recruitment Board reserves the right to accept/revoke/reject / release or relax or extend any or all or part of the bids received on the due date without assigning any reason whatsoever at any stage /whenever required.

### F. 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 only.



**G. 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.

**H. Earnest Money Deposit (EMD)**

Earnest Money of Rs. 2,00,000/- (Rupees Two Lakhs only) each for Printing and Supply of OMR Answer Sheets with Barcode and other features shall be deposited and credited to MSTC Ltd Bank A/c as given in SOT before Tender closing time.

Any Tender without Earnest Money Deposit in a manner other than what is mentioned above is liable to be rejected. However, Companies having SSI (Small Scale Industry)/ NSIC registration in Tamil Nadu or similar/ relevant services shall be allowed EMD exemption upon enclosure of relevant Documents as per MSME Act.

The EMD shall be kept valid for a period of 45 days beyond Financial Bid validity period.

If for any reason, whatsoever, any Bidder withdraws or amends the Bid in any respect within the validity period or fails to enter into a contract for the award of work, the entire amount of EMD will be forfeited.

(1) Offers received without Earnest Money Deposit or without enclosing the proof for claiming the exemption shall be rejected. Payment of EMD by cash will not be accepted.

(2) In the case of Successful bidder / vendor the EMD will be retained as interest-free performance security deposit and will be refunded only after the satisfactory completion of the contract.

(3) Unsuccessful bidders' Earnest Money Deposit shall be discharged / returned within 30 days after the expiration of the period of Tender Offer validity prescribed in this tender.

(4) The Earnest Money Deposit shall be forfeited and Bid shall be rejected:

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

(ii) In case of a Successful bidder / vendor, if the Bidder fails:

(a) To sign the contract form in accordance with the terms and conditions within seven days from the date of awarding of the contract (or)

(b) To perform the contract as per the tender terms & conditions

**I. Refund of Earnest Money Deposit:**

Earnest Money Deposit will not carry any interest. Earnest Money so deposited by unsuccessful Bidders will be refunded as soon as possible. Earnest Money Deposit of successful Bidder will be converted into Security Deposit. SD of successful bidders will be refunded by TRB after contract period.

**J. Evaluation of Bids:**

- The Bidder shall quote online with all inclusive rate of each item mentioned separately in the Price bid Format.
- The Bidder shall quote per sheet (2 paper) rate for bilingual OMR printing work / 40 pages answer booklet as per specification in scope of work /Attendance Sheets

inclusive of Packing, handling charges and delivery charges inclusive of all duties and taxes.

- TRB will evaluate the Bid in a consolidated manner for all the works as stated earlier.

#### **K. Validity of bid**

- Bids shall be valid for acceptance for a period of 45 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.
- In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing and shall be binding.

### **9. SCOPE OF THE WORK**

**A.** Design, Printing, packing & Supply of OMR Answer Sheets with Barcodes, microline and water mark, Printing of Attendance sheets and other pre- printed stationeries.

**1A.** Printing of Bi-Colour Blank Answer Sheets readable on OMR System, in the format to be given by the TRB and printing of pre-printed stationeries with or without variable data.

- The OMR Answer Sheets should have Barcode as per the specification provided by the Teachers Recruitment Board and it should be Printed on 110 GSM Maplitho Paper. It must be proved to deliver 100% accurate reading and a Certificate to that effect must be given with each supply.
- The OMR Answer Sheets shall be in single part as per the size and layout design specified by the TRB.
- The OMR Answer sheet shall be two pages per sheet with instructions on one page and OMR answer fields on another page as per specification provided by the TRB.

**2A. Answer Booklet:** Answer booklet shall consist of 40 pages and should have barcode in all pages.

- The OMR Answer sheets shall be in single part as per the size and layout design specified by the TRB in the front sheet of the answer sheet booklet with barcode in the 40 pages answer booklet with the same barcode in all the 40 pages.
- The OMR answer sheet shall be two pages per sheet with instructions on one page and OMR answer fields on another page as per specification provided by TRB.
- The instructions to the candidates for descriptive answer booklet should be annexed before the 3<sup>rd</sup> page of the answer booklet and the valuation sheet should be annexed after the 40<sup>th</sup> page of the answer booklet as per the specification and format given by TRB.
- The series of OMR answer booklet and attendance sheet shall be numbered as per the specifications of TRB on project to project basis.

**3A. Printing of Attendance Sheets** in 110 GSM OMR forms (Double page) and other pre-printed stationeries with variable candidates' data as specified by TRB.

Nominal roll shall also be prepared in a consolidated format along with the attendance sheet if instructed by TRB.

**4A. Printing, packing and supply of OMR** in Venue wise package to be supplied to all district headquarters as per the instructions of TRB along with the Nominal Roll and Attendance sheet shall be done by the Agency within the stipulated time. Schedule of delivery will be indicated by TRB on project to project basis- one project being one examination.

**B. Requirements for packing of OMR Answer Sheets:**

- (1) The Agency will also ensure that the OMR Answer Sheets are to be packed as per the packing list supplied by the TRB, in good quality card board packing after wrapping it with butter cover papers/ plastic packets. The outer card board is to be sealed with tamper proof proper seal, a specimen of which should be enclosed with the invoice/ bill. A label indicating the serial number of the OMR (110 GSM) OMR Sheets kept in butter cover papers/ plastic packets may be pasted on the outer cardboard. The packing and seal should be such as to withstand the hazards of transportation and climatic conditions and as per TRB's instructions. Special care should be taken in numbering of the OMR Sheets, so as to avoid sheets with duplicate numbers/without numbers, etc.

**C. Delivery Schedule**

Schedule of delivery will be indicated by the TRB for each job/ project/ examination. It may be kept in mind that time is the essence of this contract. The Bidders may note that award of work will be on a project to project basis – one project being one examination. There may be overlapping of projects in which case the Bidder will have to ensure that there is no mix up of material or delay in respect of multiple examinations.

**10. OTHER TERMS AND CONDITIONS**

- (A) Printed terms and condition of the Bidders will not be considered as forming part of the Tenders. No deviation shall be acceptable in the terms and conditions of the contract applicable to this invitation to Tender.
- (B) Hypothetical and conditional Tenders will not be entertained.
- (C) The Teachers Recruitment Board reserves the right to accept or reject all or any of the Tenders without assigning any reason.
- (D) The Teachers Recruitment Board reserves the right to terminate the contract at any time if it is dissatisfied that the Agency has failed to fulfil its obligations as per the terms & conditions contained in the Price Agreement. The decision of the Teachers Recruitment Board in this regard would be final and binding.

**11. TECHNO COMMERCIAL AND PRICE BIDS**

- (A) Techno Commercial and Price bid should be submitted online only on MSTC Portal viz. <https://www.mstcecommerce.com/eprocn>
- (B) Deadline for submission of Bids: All bids should be submitted online by 15:00 hours on or before 26/03/2024.
- (C) Late submission of Bids: No bids will be accepted online after the deadline as mentioned above.
- (D) Withdrawal of Bid: There is a provision online to withdraw the bids before final submission. Once final submission is given, the lot cannot be withdrawn. Details are

given in Instruction to vendors.

**(E) Period of bid validity:**

- Bids shall be valid for acceptance for a period of 45 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.
- In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing and shall be binding.

**12. OPENING OF TECHNO COMMERCIAL BIDS**

TECHNO COMMERCIAL BID will be opened online by the TIA (Tender Inviting Authority).

**13. EVALUATION COMMITTEES**

The Technical evaluation Committee and Commercial Committee constituted by the Competent Authority of MSTC LIMITED in consultation with Joint Director (Conduct of Examination), Teachers Recruitment Board, shall evaluate the e-Tenders. The decision of these Committees in the evaluation of the Technical and Commercial bids shall be final.

**14. EVALUATION METHODOLOGY**

**(A) Scrutiny of TECHNO COMMERCIAL BID**

The inputs for the technical scrutiny shall be based on the information furnished by the Bidders in the TECHNO COMMERCIAL BID. Only documents submitted online will be considered.

The technical committee shall scrutinize the bids based on the fulfillment of terms and conditions by the bidders.

The price bids of the bidders will be opened only on their qualifying in the TECHNO COMMERCIAL BID scrutiny. The date and time of opening of Price Bid will be intimated to the technically qualified bidders to their registered e-Mail address. No separate communication will be forwarded.

**(B) Evaluation of Price Bids**

The price bids so opened as per this e-tender document, will be evaluated by a Commercial Committee.

The Price bids will be evaluated purely based on the rates offered by the bidders in respect of each of the scope of work as defined in this tender document.

**15. ACCEPTANCE OF BIDS**

The lowest bidders shall be considered for the award of the contract, subject to the condition that the TRB reserves the right;

- (1) To enter into a negotiation with such bidders with a view to getting the best possible, efficient and cost-effective solution.

- (2) To award the contract to the bidder at the negotiated final rate.
- (3) To reject any Tender without assigning any reason whatsoever, at any stage & time.

## **16. NOTIFICATION OF AWARD**

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

## **17. BINDING CLAUSE**

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

- (A) To vary, modify, revise, amend, or change any of the terms and conditions in this Bid;
- (B) To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

## **18. AMBIGUOUS / CONDITIONAL TENDERS**

Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.

## **19. 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.

## **20. COMMERCIAL TERMS**

### **(A) Payment Schedule**

- (1) No advance payment will be made.
- (2) In the case of the scope of the work as defined in this tender document, payment shall be made within three months 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.
- (3) The office of TRB will deduct Service/Income Tax and other statutory taxes at Source as applicable from time to time.
- (4) The payment shall be made by Electronic Fund Transfer (EFT) or Electronic Clearing Service (ECS) or e-payment or by cheque. The successful bidder shall therefore indicate EFT No. and other relevant details in your offer / bill(s). The Bidder must submit their Banker's name, address, Type of Account & Account No. and IFSC no. etc. successful bidder required to submit an authorization form duly signed for e-payment to them.
- (5) For claiming payment, the successful bidder has to submit Invoice duly pre-receipted.

**(B) Contract Rate:**

- (1) Rates charged by the supplier for goods delivered and services performed under the contract shall not be higher than the negotiated final rate agreed to in writing by the bidder.
- (2) Rates should be all inclusive except only the taxes payable to the State/Central Government and the bidders should specifically state the presently applicable percentage of GST.
- (3) The rate quoted must be FIRM throughout the contract period. Only one rate to be quoted for each item/sub item strictly as per prescribed specification. Variation in rates shall not be considered under no circumstance whatsoever.
- (4) No cost escalations shall be provided during the contract period.

**(C) Penalty**

- (1) Any delay in the time schedule prescribed by Tendering Authority shall attract a penalty as mentioned in this tender for the deviations in the Service Level Agreement. However, if the delay is caused due to unavoidable circumstances, then Tendering Authority reserves the right to waive off the penalties so levied.
- (2) In case of delay beyond three days, tendering authority will be at liberty to procure the services from any other agency at the risk and cost of the successful bidder and it also will result in the forfeiture of the Performance Security amount.
- (3) For unsatisfactory performance owing to absence of successful bidder, 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 successful bidder for such deficiency in services.
- (4) The following penalties will be imposed by the TRB in the event of failure by the Agency to complete the work within the time frame fixed by the TRB:
  - For each day of delay beyond the scheduled date and time of printing and supply – Rs.5,000/- (Rupees FIVE Thousand only) per day.
  - Alternatively, the tendering authority may, after giving an opportunity of being heard to the successful bidder, get such deficiencies fulfilled at the cost and responsibility of the successful bidder.
  - Where any claim for the payment of a sum of money arises, out of or under this contract against the successful bidder, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security deposit of the successful bidder. 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 successful bidder under this and any other persons contracting through the Joint Director (Conduct of Examination), TRB.

**21. LEGAL ISSUES****(A) Suspension of Work**

- (1) The successful bidder shall, if ordered in writing by the tendering authority for non-performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered.
- (2) The successful bidder 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 successful bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder.
- (3) In case the suspension of works, is not due to any default or failure on the part of the successful bidder, and lasts for a period of more than 2 months, the successful bidder shall have the option to request the tendering authority to terminate the Contract with mutual consent.

**(B) Termination on Insolvency**

The Tendering Authority may at any time terminate the Contract by giving written notice to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the successful bidder, 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.

**(C) Termination/Rescinding of Contract**

- (1) The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder, without assigning any reason shall terminate/rescind the Contract in whole or part:
  - (i) If the successful bidder fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract,
  - (ii) If the successful bidder fails to perform as per the Quality standards and as per the Scope of the Work.
  - (iii) If the tendering authority satisfies that the services of the successful bidder are no more required or Successful bidder / vendor is not executing its services properly.
  - (iv) If the successful bidder 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 successful bidder at the risk and consequences of the first successful bidder.
  - (v) The cost difference between the alternative arrangements and successful bidder 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 successful bidder.

(2) 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 successful bidder and any loss sustained thereby will be recoverable from the first successful bidder.

(3) Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

**(D) Force Majeure**

- (1) The successful bidder 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.
- (2) For purposes of this clause, "Force Majeure" means an event beyond the control of the Successful bidder / vendor and not involving the Successful bidder / vendor's fault or negligence and not foreseeable.
- (3) 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.
- (4) If a force Majeure situation arises, the successful bidder 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 successful bidder 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.

**(E) Resolution of Disputes / Arbitration:**

- (1) The Tendering Authority and the successful bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.
- (2) If, after 30 (thirty) days from the commencement of such informal negotiations, the Tendering Authority and the successful bidder have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to the sole arbitration of a to be specified appointed by the Chairman TRB. The sole arbitrator so appointed shall arrive at a decision which shall be binding on both the parties.
- (3) However, during the period of doubt, disagreement or dispute, both the Selected Bidder and the TRB shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to either the TRB or the Selected Bidder to interfere in or prevent normal functioning of the Project.
- (4) All arbitrations shall be held in Chennai.



- (5) This Agreement shall be governed by the Laws of India for the time being in force and subject to exclusive jurisdiction of Courts at Chennai.

#### **(F) 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 inter-alia during and after the contract period out of:

- Any negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or incidental to this contract or
- Any breach of any of the terms of this contract by all successful bidder.

#### **Responsibilities of the Successful bidder /vendor**

- (1) Resource and Project Management as per Scope of the work
- (2) Completion of the work as mentioned in the Scope of the work
- (3) Shall appoint at the Commencement of the Project one of its representatives as a coordinator who shall act as a single point of contact with the TRB during the conduct of the project
- (4) Shall bring in all the required Hardware and Software including all kinds of consumables required for executing the contract awarded to him at his cost
- (5) Shall bring in necessary personnel required for executing the contract awarded to him at his cost
- (6) Shall be responsible for any other thing that is required for executing the contract awarded

#### **22. CONFIDENTIALITY**

The Selected Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the TRB's business or operations without the prior consent of the TRB. The legal liability for breach of confidentiality by the bidder and its employees solely lies with the bidder.

#### **23. FRAUDULENT AND CORRUPT PRACTICES**

- (A) The Selected Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, TRB shall reject a Proposal without being liable in any manner whatsoever to the Selected Bidder, if it determines that the Selected Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Examination / Selection Process. In such an event, TRB shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security.

(B) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

(1) "Corrupt practice" means;

- the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Examination / Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of TRB who is or has been associated in any manner, directly or indirectly with the Examination / or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of TRB, shall be deemed to constitute influencing the actions of a person connected with the Examination;
- engaging in any manner whatsoever, whether during the Examination / or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of TRB in relation to any matter concerning the Project;

(2) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Examination

(3) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Examination

(4) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by TRB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Examination / Process; or (ii) having a Conflict of Interest;

(5) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Selected Bidders with the objective of restricting or manipulating a full and fair competition in the Examination / Process.

## **24. PROPRIETARY RIGHTS**

All rights, title and interests in and to the Services Environment and any other material used by the Selected Bidder in the provision of the Services shall exclusively belong to the Selected Bidder or its licensors ("Selected Bidder Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services, Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the selected bidder or its licensors and TRB shall not be entitled to claim any rights therein. All data related to examination process are exclusive property of TRB. Selected bidder shall not use the TRB logo or marketing material unless until they are specifically authorized by TRB to do so.

## **25. CLARIFICATIONS OF TENDER DOCUMENT**

A prospective Bidder requiring any clarification in the Tender Document may send email to MSTC LIMITED under copy to TRB well before the pre-bid meeting date mentioned in the tender schedule. Clarifications to the queries (if any) by the bidders and corrigendum's (if any) will be published in the websites of MSTC website and [www.trb.gov.in](http://www.trb.gov.in). Corrigendum and clarifications will not be published in dailies.

**26. AMENDMENT TO THE TENDER**

- (A) A Pre-bid queries can be mailed to the mail address mentioned in the tender schedule on or before the dates mentioned.
- (B) Before closing of the Tender, clarifications and corrigendum (if any) will be notified in the websites mentioned in the Tender Schedule. The Bidders shall periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender.
- (C) TRB/ MSTC will not make any individual communication and will in no way be responsible for any information missed out by the bidders.
- (D) Before the closing of the Tender, TRB/ MSTC may amend the Tender document as per requirements or wherever it feels that such amendments are absolutely necessary. Amendments also may be given in response to the queries by the prospective Bidder(s). Such amendments will be notified in the websites mentioned in the tender schedule. It is bidder responsibility to keep checking the website for any changes or clarifications or corrigendum to the tender document.
- (E) TRB/ MSTC at its discretion may or may not extend the due date and time for the submission of bids on account of any amendments.
- (F) TRB/ MSTC is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder failure to update the Bid documents on changes announced through the website.

**27. TRB RESERVES THE RIGHT TO:**

- (A) Negotiate with Successful (L1) Bidder whose offer is the lowest evaluated price for further reduction of prices.
- (B) Insist on quality
- (C) Reallocate the Project to other Bidder/Bidders if the performance of the Bidder is not as per the Tender Schedule.
- (D) Inspect the Bidders' Premises/Company before or after placement of orders and based on the inspection.
- (E) Withhold any amount for the deficiency in Quality/Service aspect of the ordered items.

**28. EXECUTION OF CONTRACT**

- (A) The Successful Bidder should execute a Contract in the INR 20 non-judicial Stamp Paper bought in Tamil Nadu only in the name of the Bidder within 10 working days from the date of Letter of Acceptance issued by TRB with such changes/modifications as may be indicated by TRB at the time of execution on receipt of confirmation from TRB.
- (B) 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 without the prior written consent of TRB.
- (C) TRB reserves its right to cancel Work order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement within the stipulated period of

10 days, the EMD/Security deposit of the Successful Bidder will be forfeited and their tender will be held as non-responsive.

(D) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.

(E) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of TRB and also TRB have the right to recover any consequential losses from the Successful Bidder.

### **29. RELEASE OF WORK ORDER**

After execution of the Contract and payment of Security Deposit, TRB will issue the Award of Contract to the Successful Bidder either through online mode or any other mode as decided by the TRB.

### **30. RELEASE OF SECURITY DEPOSIT**

The Security Deposit will be refunded to the Successful Bidder on completion of 3 months after the Contract Period subject to satisfaction of TRB. Such completion would be arrived at when the entire Scope of Work is executed by the Bidder as per the Contract Agreement and as per Order(s) issued by TRB from time to time.

### **31. FORFEITURE OF EMD AND SD**

(A) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited.

(B) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to TRB and the tender will be held void.

(C) If the Successful Bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by TRB.

Note: The rates quoted by the Agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract, which may be indicated with appropriate break-up.

### **32. SERVICE LEVEL AGREEMENT(SLA)**

SLA as defined for Activity I

- Accuracy level of the Quality of OMR sheets / forms:
- Delivery Capability of Supply of OMR sheets / forms:

The bidders should specify clearly in their Proposed Technical Solution, the extent to which these SLA parameters can be assured by them in objective terms. If the Proposed Technical solution does not contain the objective SLA, the TECHNO COMMERCIAL BID will not be considered for further evaluation.

Commercial bidding model – Price to be submitted online only

Sl.#	Description	Rate to be quoted online in INR
1.	Design, Bilingual Printing, Packing and supply of OMR Answer Sheet – front and back as 1 set – Bilingual printing – Rate to be quoted per set inclusive of all duties and taxes and handling charges, packing and delivery charges, etc.	Rate per set to be quoted online only
2.	Design, Printing, Packing and supply Attendance Sheet with photos - – one side only -Consolidated Nominal Roll- Rate to be quoted per sheet inclusive of all duties and taxes and handling charges, packing and delivery charges, etc.	Rate per sheet to be quoted online only
3.	Design, Printing, Packing and supply of Main booklet – consisting of 40 pages with OMR sheet as per the specifications of TRB in the front page and printed annexure in the last page along with security features in all pages- Rate to be quoted per booklet inclusive of all duties and taxes and handling charges, Packing and delivery charges, etc.	Rate per booklet to be quoted online only

CUMULATIVE PRICE OF THE ABOVE WILL BE CONSIDERED FOR EVALUATING THE L-1 RATE.