

**Tender Document for Selection of Agency
for
Printing and Supply of Answer Books with OMR sheet and
Scanning of OMR sheet along with Barcode
For
Matriculation Exam 2018 and Other Exams**



Bihar School Examination Board, Patna

E-Tender Schedule

Sl. No.	Date and Time for Activity	Date/Time: Duration
1.	Online Sale/Download date of Tender documents	From 22.09.2017(10:00 Hrs.) to 19.10.2017 (15:00 Hrs.)(https://www.eproc.bihar.gov.in)
2	2 nd Pre Bid Meeting	13.10.2017 at 11.00 Hrs. (Bihar School Examination Board, Sinha Library Road, Patna-800017)
2.	Last Date/Time for submission/ uploading of offer/Bid	20.10.2017 upto 15:30 Hrs. (https://www.eproc.bihar.gov.in)
3.	Submission of form fee & EMD in Hard copy/Original	20.10.2017 upto 17:00 Hrs. (Bihar School Examination Board, Sinha Library Road, Patna-800017)
4.	Date & time for opening of Technical Bid	21.10.2017 at 12:00Hrs.(https://www.eproc.bihar.gov.in) (Bihar School Examination Board, Sinha Library Road, Patna-800017)
5.	Financial Bid Opening Date and Time	23.10.2017 at 12:00Hrs.(https://www.eproc.bihar.gov.in) (Bihar School Examination Board, Sinha Library Road, Patna-800017)

For any queries/suggestions related to the tender, prospective bidders may address the same to: The Secretary, Bihar School Examination Board, Patna & send through Email:secybseb@gmail.com

Preface

The project involves outsourcing all the work required for Bihar School of Examination Board i.e. **Printing and Supply of Answer Books with OMR sheet and Scanning of OMR sheet along with Barcode** . BSEB is looking for bidder to provide the services listed in Scope of Work in this document. The entire job from the stage of printing of OMR sheet, Answer books and Scanning of OMR sheet along with Barcode. The approved agency will be required to carry out the work without any error to provide error-free examination system besides bringing in efficiency and effectiveness in exam conduction through greater transparency, accountability, responsiveness and accessibility.

The approximate number of candidates appeared and the no. of answer books per candidate used in mains & compartmental examinations in last three years are as given below:

S.No	Examinations	No. of candidates appeared (approximately, figures may vary)			Answer Books Per Candidate
		2015	2016	2017	
1.	Secondary(10 th)	14.24 Lacs	15.77 Lacs	17.63 Lacs	6(Six)/7(Seven)
3.	Compartmental Secondary(10 th)	72,000	1.61 Lacs		2(Two)

NOTE – This Tender is being floated for

1. ANNUAL EXAMINATION 2018 FOR SECONDARY

and

2. COMPARTMENTAL EXAMINATION 2018 FOR SECONDARY

And

other Examination as per decision of BSEB.

TENDER NOTICE

Online Tenders (<https://www.eproc.bihar.gov.in>) are invited under two-bid system from reputed Answer Book Printers, preferably Security Printers, who have printed Answer Books of similar nature for public Examinations, for manufacturing of Answer Books with OMR Sheets (each with security marks) of different specifications as per details given below :-

S. No.	Name of the Item	Specification	E.M.D. (Rs.)
1.	Answer Books of various types for Secondary Examination with OMR sheet of 105 GSM in the size 22x28 cms with front side printing in 02 colours and back side single colour printing with auto machine numbering along with the title cover printing in the size 22x28 cms in blue colour front side printing on 60 GSM paper with 'BSEB-2018'. OMR sheet on top of the answer book which will be stitched along with answer book should have three parts (as per design to be given by BSEB) separated with two perforation line containing student details flying slip, Award sheet page and counter foil.	Maplitho Paper of Type 'A' in 60 GSM, OMR sheet of 105 GSM of Type 'A'	10 Lacs
2.	Practical Answer Books for Secondary		
3.	Supply of Separate Optical Mark Reader (OMR) sheets		
4.	Scanning of OMR Cover and Barcode		

Note:- It has been decided by the board that there will be **DIFFERENT AGENCIES FOR INTERMEDIATE EXAMINATION AND MATRICULATION EXAMINATION** for Printing and Supply of Answer Books with OMR sheet and Scanning of OMR sheet along with Barcode work . In light of this, separate tenders are being invited for Intermediate Exam and Matric Exam for Printing and Supply of Answer Books with OMR sheet and Scanning of OMR sheet work respectively. This tender is invited for Matric Examination for Printing and Supply of Answer Books with OMR sheet and Scanning of OMR sheet along with Barcode work. The date of opening of technical bid for Tender for Printing and Supply of Answer Books with OMR sheet and Scanning of OMR sheet along with Barcode **FOR MATRIC EXAMINATION** is 21-10-2017 and date of opening of financial bid for tender of Printing and Supply of Answer Books with OMR sheet and Scanning of OMR sheet along with Barcode work **FOR MATRIC EXAMINATION** is 23-10-2017 12:00 noon. **The agency which will obtain the work order (on basis of L1 rate) in the tender for MATRIC Examination** for Printing and Supply of Answer Books with OMR sheet and Scanning of OMR sheet along with Barcode work, **will be**

declared as INELIGIBLE for participating in the tender for INTERMEDIATE EXAM for Printing and Supply of Answer Books with OMR sheet and Scanning of OMR sheet along with Barcode work (for INTERMEDIATE EXAM) and accordingly the TECHNICAL BID of SUCH Agency (which will **obtain the work order (on basis of L1 rate) in the tender for MATRIC Examination**) will NOT BE OPENED for the similar tender for INTERMEDIATE EXAMINATION, Whose Technical Bids will be opened after the opening of financial Bids of such tenders for MATRIC Examination.

(A) Essential requirement for Firms:

1) **Experience:** The Tenderer must either have at-least Five years' experience in the field of manufacturing the **Answer Book with OMR Cover** of quantity not less than 20,00,000 copies in each year to State/Central Education Board and Institutions of Central/State Government.

2) **Turnover:** The Tenderer must have Annual Turnover or MAAT (Minimum Average Annual Turnover) as per details given below:

YEAR	MINIMUM ANNUAL TURNOVER OR MAAT (in Rs.)
2013-14	10 Crore
2014-15	10 Crore
2015-16	10 Crore

3) The Tenderer must have capability of providing security marks in the Answer Books.

4) The Agency must have experience as well as infrastructure of printing and supplying OMR sheets of equivalent quantity as enumerated under (1) above.

5) The Agency shall provide sample of paper, which should meet the following specifications-

Nature of item	Specification	
OMR sheet to be used on AnswerBooks for Secondary	GSM	105

6) The Tenderer must have sufficient storage facility and appropriate security measures for safe custody of Board's Answer Books.

7) The following Specifications/Technical parameters conforming to IS:1848/1991 (as amended from time to time) will be required in the paper along with 60 GSM of paper of **Type A** as per the **BIS specification.**

Breaking Length	3000
MD	2000
CD	
Cobb value Max.	24 C
Smoothness (Bendtsen) Max.	200
Brightness	85%
Opacity Min.	90%
Wax. Pick	10 A Clear
Ash not more than	10-12%

8) The delivery of Answer Books shall be for **Examination centers at every District** in all the 38 Districts of Bihar and the Tenderer shall be able to supply the full order of Answer books within the prescribed time frame. The answerbooks shall be packed in the packing bundles of 500, 100 and 50.(in the required number as specified by BSEB,district wise) **district wise center wise.**

Tender Fee is of Rs.5000/- (non-refundable). And EMD amount is 10,00,000/-

The technical and Financial Bids in two respective stage as “**Technical Bid**” and “**Financial Bid will be submitted online** (<https://www.eproc.bihar.gov.in>)

The Technical Bid shall be opened by a Committee in the presence of the Tenderers, who may like to be present. The date for opening of the financial bids will be intimated to the Tenderers who qualify the Technical Bids.

The Secretary, BSEB reserves the right to accept or reject any or all the Tenders without Assigning any reason.

INSTRUCTIONS TO BIDDERS

Standing instructions for bidders for e-tendering submission on <https://www.eproc.bihar.gov>

1. The bidder shall submit his bid/tender on e-Procurement platform at www.eproc.bihar.gov.in
2. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
3. Tender Processing Fee (TPF) amount of Rs 1150/- to be paid through e-Payment mode (i.e. NEFT / RTGS, Credit / Debit Card) only.
4. Bidders shall submit their bids online through the portal (<https://www.eproc.bihar.gov.in>) .
5. Bids will not be accepted by any other mode (post/ by hand/ email/ fax etc) except otherwise explicitly specified. Documents uploaded on the online portal (<https://www.eproc.bihar.gov.in>) will only be considered for evaluation.
6. Bidders must ensure that PDF files uploaded on the portal are not corrupted. Bidders must open all PDF documents and ascertain that these are not corrupted. Corrupted documents will be treated as documents not available.
7. For support related to e-tendering process, bidders may contact at following address “e-Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, and Patna- 800001 Ph. No: 0612-2523006, Mob- 7542028164” (<https://www.eproc.bihar.gov.in>)

Bihar School Examination Board

M/s.

Are hereby authorized to submit their Tender in response to the Tender Notice for Printing and Supply of Answer Books with OMR sheet and Scanning of OMR sheet for 2018 Examinations, as per details enclosed.

SECRETARY

TENDER FORM

For Printing and Supply of Answer Books with OMR sheet and Scanning of OMR sheet FROM SECURITY PRINTERS.

Part 'A' – Technical Bid

Tender Form for manufacturing and supply of various type of Answer Books for 2018 Compartmental Examinations and for Annual Exam of 2018.

(NOTE: Tenderer must read the enclosed Terms and Conditions before filling up the particulars in this Form.)

a) Particulars of Tenderer :-

(i) Name of the Security Press/Manufacturer -----

(ii) Registration No. and Year of Registration -----
(with documentary Evidence)

(iii) Organisation to whom the Agency
has been registered with. (Please attach

Certificate of Registration issued from

IBA/other Statutory Body/State Govt./-----

Central Govt as proof of being Security Printer)

(iv) Office Address and Tel. No -----

(v) Name(s) of the Proprietor/ _____

MobileNo. _____

Partners Name _____ Mobile No. _____

E mail ID :- _____

2. Past Experience (Preferably for last five years)of Printing & Supply of Answerbooks with OMR cover.

Year	Name of the Board/ Institution	Quantity	Value of Contract	Details of work executed (with proof)
2011-12				
2012-13				
2013-14				
2014-15				
2015-16				

*Total period of experience in manufacturing of Answer books along with the names of the Board/Institutions. The copy of work orders for each year may be enclosed.

2.2Has the firm ever been debarred/
Black listed by any Organization?

If 'Yes' the details thereof _____

2.3 Details of Award/Certificate of Merit etc.
received from any Board/Organization.

(Please attach Copy of Certificate(s) _____

2. Sample of paper of 60 GSM to be used on the
Answer books for Secondary& Sr. Secondary of
Type A as per BIS specification

(to be attached duly signed and stamped)._____

2.5 Sample of OMR sheet of 105 GSM to be used on Answer Books for Class -X & XII

(To be attached duly signed & stamped) _____

2.6Details of Security Mark(s) features/ facility

that can be provided in the Answer Books _____

Essential pre-requisite

3. Infrastructural details

a) PHYSICAL/CAPITAL:

i. Type & total no. of machines available for such work: -----
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ii. Capacity of the machines to manufacture and deliver all the allotted work within prescribed time frame at various districts (Please attach the required capacity certificate issued by any Govt. agency. (Yes/No)

iii. Facility available for putting page wise numbering in the Answer Books.(Yes/No)

iv. Facility of automatic serial numbering for Answer Books. (Yes/No)

v. Capacity of storage of Answer books in Firm's godowns (Mention area in Sq.Fts.)(Yes/No)

b) FINANCIAL:

Minimum Annual turnover (During last three Financial Year):

2013-2014 Rs. _____

(Attach duly audited statements for each Financial Year) 2014-2015 Rs. _____

2015-2016 Rs. _____

4. PARTICULARS OF DEMAND DRAFT PAID AS EARNEST MONEY:

i) Amount : _____

ii) D.D. No. : _____

iii) Issuing Bank with date of issue : _____

The Terms and Conditions of the tender are acceptable to me/us.-----

Note:

(i) The Tender for Technical Bid should contain samples of Paper, OMR duly signed and stamped.

(ii) Earnest Money in the shape of Bank Draft in favour of Secretary BSEB, Patna

(iii) Attach duly Audited Statements of the Financial Turnovers for each year.

(iv) Please see Part-B for Financial Bid and Terms & Conditions.

Bihar School Examination Board

Part 'B' – Financial Bid

I/We _____ hereby submit Tender for the manufacturing of Answer Books for 2018 Compartmental Examinations and FOR Annual Exam of 2018 as per specifications given in the Tender Form at the rate given below which are inclusive of the cost of paper of 60 GSM, + cost of paper of 105 GSM to be used as OMR.

S.n	Work Description	Rate quoted per 1000 (In Rupees) (Fi)		Weightage (Wi)	
1	Main Answer Books of 20 PAGES for Secondary along with page wise numbering & the Title Cover printing in the size 22x28 cms. All pages in RED colour printing on 60 GSM paper with OMR of 105 GSM in the size 22x28 cms..	F1		W1	71.22
2	Main Answer Books of 24 PAGES (Including one page with printed graph)for Secondary(Math) along with page wise numbering & the Title Cover printing in the size 22x28cms. All pages in RED colour printing on 60 GSM paper with OMR of 105 GSM in the size 22x28 cms.	F2		W2	14.24
3	Adhesive paper seal duly printed "BSEB 2018" of size 2.3 cms.x 3 cms. to be affixed on Secondary Main/Graph Answer Books	F3		W3	161.31
4	Practical Answer Books for Matric of 8 PAGES	F4		W4	25.05
5	Printing and Supply of separate OMR Sheet for Objective question for each subject , as per specification mentioned in Specification in Tender Notice	F5		W5	161.31
6	Scanning of OMR Flying Slip with Barcode.	F6		W6	161.31
7	Scanning of OMR Response Sheet Top Part	F7		W7	161.31

NOTE: The Bidder will have to provide:

- (a) Cloth Lined Envelope with pasting facility. The size of the envelope should be such, which can contain 500 OMR sheets, for which no additional amount will be paid.
- (c) Corrugated Boxes of seven ply so as to contain 4000 OMR sheets ,for which no additional amount will be paid.

For the purpose of selection, financial bid with lowest weighted average as per following formula shall be qualified for awarding the tender:-

$$\text{Weighted average(F)} = \frac{\sum(W_i \times F_i)}{\sum W_i} = \frac{W_1 \times F_1 + W_2 \times F_2 + W_3 \times F_3 + W_4 \times F_4 + W_5 \times F_5 + W_6 \times F_6 + W_7 \times F_7}{W_1 + W_2 + W_3 + W_4 + W_5 + W_6 + W_7}$$

The Bidder with lowest weighted Average (F) as calculated above shall be awarded the Bid.

The Terms and Conditions for manufacturing of new Answer Books with Paper printing, stitching, perforation of "BSEB 2018", page wise numbering in Answer Books and packing and supplying to Examination centres in all the Districts Headquarters of Bihar, given along with the Tender, are acceptable to me/us.

Since the GST rate may change in future, therefore price quoted should be the rates exclusive of GST. GST should be separately paid by BSEB as per actual at the time of payment.

Signature of the Tenderer/ with Date-----
 Address/Rubber Stump-----
 Tele. No., Fax No ,Mobile No and Email:-----

Bihar School Examination Board

Specifications and instructions for Printing/manufacturing of Answer Books for 2018 Examinations by Security Printers

1	Main Answer Books	Secondary	
		1	Size 28 cms x 22cms
		2	Quantity: As per details enclosed.
		3	Answer Books of 20 /24 pages on 60 GSM paper with OMR of 105 GSM in the size 22x28 cms with page wise numbering inclusive of printed Cover of same paper (All pages printed in RED ink).
2	Other Specifications	All the inside pages (including both inner sides of the title pages) ruled with margin rule, instructions etc. to be printed in English & Hindi on both the outer sides of cover, thread stitching by machine and pasted, with top side to be printed with type “BSEB 2018” with page wise numbering on all pages (1 to 20 & 1-24) for Secondary. The Vertical margin in the Answer Books both for Secondary shall bear security mark on each page, and shall be printed on both left hand side as well as on the right hand side of the answer book. The vertical as well as the ruled margin on the answer book will have the same colour. Colour scheme for each type of Answer Book will be intimated in the work order, incase of change. The same may be got approved from the Controller of Examination by the Tenderer. The Vertical margin line or the horizontal top line in the Answer Books both for Secondary shall bear security mark on each page.	
3	Practical Answer Books of 8 pages	Matric	
		1	Size : 28x22 cms
		2	8 pages inclusive of printed cover of same paper (front and back both printed).
		3	All the inside page (including both inner sides of the title pages) ruled with margin rule will be of same colour. The vertical as well as the ruled margin on the answer book will have the same colour. Instruction etc. to be printed in English & Hindi on both the outer sides of cover, with print “BSEB 2018”, auto numbering are to be made as per specification given on (1) above.

Note: (Important)

The Main Answer Books for Secondary will be supplied with Adhesive Paper Seal duly printed on it “BSEB 2018” of 2.3 cms. x 3 cms. and affixed in the middle of the Answer Books.

Terms and Condition
for
(Answer Book with OMR sheet)

1. The Board may allot the work among more than one agency at the lowest quoted rate in case of two agency qualifies for lowest rate. If the L1 bidder is unable to supply required number of answerbooks and/or other materials as specified in this tender document, Or is unable to do the specified work mentioned in this tender document within the time frame fixed by BSEB, then BSEB may allot the work to other bidder (L2/L3) etc at the lowest price of L1.
2. Proportionate deduction on account of variations in specifications and GSM of the paper shall be made from the Bill of the Tenderer and in case of paper being supplied to be inferior by more than 15% of the specification, the entire lot of that particular supply shall be rejected at the cost of the Tenderer and shall be replaced by the Tenderer at no extra cost.
3. The Secretary, BSEB reserves the right to extend the time lines for delivery of Answer Books and decision taken by the Secretary shall be abiding on the Tenderer.
4. The Performance Security shall be obtained from every successful bidder irrespective of their registration status etc. and Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Supplier including warranty obligations. EMD should be refunded to the successful bidder on receipt of performance security.
5. Any Agency/Supplier/Company/Firm registered in India can apply. In case of Consortium, the Board will allow maximum two firms **in which one Agency/Company/firm will have to be declared as lead bidder by the Consortium. The different eligibility criteria have to be fulfilled by the Lead Agency/Bidder. The Lead agency/Bidder will be responsible for the overall functioning and processing of the Consortium partner. The experience of either partner shall be counted in case of Consortium, rest each and every terms & conditions will be as applicable for the lead**

Agency/Bidder. The lead bidder shall be liable for fulfilling each and every term and condition mentioned in this tender document

6. The rates to be quoted by the Tenderers shall be inclusive of all taxes. Any rates mentioned in the Financial Bid in segregated form or excluding taxes or quoting discount over and above the rates shall be summarily rejected and no representation shall be entertained in this regard.
7. The answerbooks shall be packed in the packing bundles of 500 and 100.(in the required number as specified by BSEB,district wise)
8. The paper to be used by the firm for the printing of material should be of the following mills:
 - a) Ballarpur
 - b) Setia
 - c) J K
 - d) Century
 - e) HPCL
 - f) Star
 - g) K R Pulp
 - h) ABC

Or of any other mill but adhering to the specifications laid by the Board.

The Tenderers are required to submit sample of papers of the above said reputed Mill duly signed and stamped along-with the Tender.

10. The Earnest Money of the unsuccessful bidder shall be refunded without any interest.
11. The Earnest Money of the successful bidder shall be retained & converted into Security Deposit, which shall be refunded without interest after execution of the order.
12. In the event of any Tenderer withdrawing after submitting the Tender without sufficient reasons acceptable to the Competent Authority; the Earnest Money/Security Deposit shall be forfeited.
13. Paper shall be arranged by Manufacturer of 60 GSM as per specification laid in the tender. For the whole supply the firm will submit an undertaking with the Bill that Maplitho Paper of **Type A** has been used in Printing and Manufacturing of Answer Books. The Board may ask for documentary proof also.
- 14.. The following specifications/Technical parameters conforming to IS:1848/1991 (as amended from time to time) will be required in the paper along with 60 GSM of paper of **type A** .

Breaking Length	3000
MD	2000
CD	
Cobb value Max.	24 C
Smoothness (Bendtsen) Max.	200
Brightness	85%
Opacity Min.	90%
Wax. Pick	10 A Clear
Ash not more than	10-12%

15. (i) **80%** payment of the bill for Answer Book shall be released on **supply of Answer Book**.
 - (ii)) Remaining 20% of bill for Answer Book shall be released after ensuring the GSM Testing, Quality specifications and other formalities.
 - (iii) 100% payment for scanning will be made after successful completion of scanning and after result processing.
16. Delivery in regular installments shall be completed as specified in the work order.
17. The supplier shall be responsible to make all arrangements to ensure complete security and secrecy with regard to the manufacture, safe custody and timely supply of the Answer Books to the Board. In case of any loss of Answer Books from the Godown of the supplier or while in transit, the manufacturer concerned will be liable to be black listed besides legal action and 1% penalty shall be imposed on entire Bill and deductions shall be made from the Bill of particular category of Answer Books.
18. The Answer Books shall be manufactured as per specifications given by the Board in the Tender Form. The printer shall ensure that the serial number to be printed on each Answer Books is clearly legible and that no duplicate serial number/missing number is in the packet. A certificate shall be submitted by the manufacturer with each Bill that the Answer Books have been counted physically and there is no error in putting serial number and counting. If errors are noticed in numbering and counting in the Answer Books, 1% penalty shall be imposed and deductions shall be made from the Bill of particular category of Answer Books by the Board. The Printers shall also have to replace the cover page at their own risk and cost.
19. The supplier shall furnish an undertaking with each Bill that any shortage or deficit found by the Board shall be made good by the Firm. The Board shall make payment upon receipt of material.
20. The supplier on completion of the job shall submit a certificate that plates used for printing have been destroyed.
21. The Board shall have the right to get the stock of Answer Books checked and verified by its officer at any time without notice at the premises of the manufacturer.
22. The Agency shall have sufficient storage capacity in the firm's Godowns for keeping the Board's Answer Books safely.
23. The Board reserves the right to terminate the contract at any time without notice and to forfeit part or whole of the Earnest Money/Security Deposit if the supplier fails to make the supply in accordance with the specifications and samples or there is any breach of the terms of the contract on the part of the supplier.
24. Printer shall be required to give an undertaking that no Answer Books with OMR Cover whatsoever, has been printed more than the specified number and has not been left with them after completion and final supply of the Answer Books is made over to the Board. He shall also certify that no Answer Books has gone out of the press by unscrupulous methods. In case any contravention/discrepancy is noticed by the Board during the course of Examination or subsequently the manufacturer concerned shall be liable to be black-listed, besides 1% penalty shall be imposed and deductions shall be made from the Bill of particular category of Answer Books.
25. A penalty of 4% per week subject to a maximum of 10% on the proportionate amount of the Bill on account of delayed supply of the material shall be imposed in case the

supply is not made within the stipulated period. However, if the supply is made beyond 30 days from due date, EMD/Security Deposit shall also be forfeited in addition to the penalty.

26. Tenderers are required to produce evidence of their previous experience for supply of blank **Answer Books with OMR Cover** direct to the Education Board/Institution. Work order received as Sub-Contract work i.e. not directly from Education Board/Institutions shall not be considered as experience for Technical eligibility.

27. The rates quoted shall be valid for one year only, but can be extended for three year with the consent of both the parties.

28. The Board reserves the sole right to accept or reject any or all Tenders without assigning any reason.

29. In case of dispute, the Secretary decision shall be binding on both the parties.

30. A penalty may be imposed by the Competent Authority of the Board as deemed fit if the supply is not conforming to the specifications. Deduction/penalty made shall be binding on the Agency.

31. Applicable tax will be deducted at the time of payment on prevailing rate of that time.

32. The successful tenderer shall be required to submit a Bank Guarantee from any nationalized bank for an amount equivalent to 10% of work assigned.

33. Rejected material shall be at the supplier's risk and the same must be collected from the Godowns of the office. It shall be replaced at the earliest by the Agency.

34. During the pendency of the contract, no revision in rates shall be allowed, except taxes levied by the Central/State Govt. duly notified by a Govt. order.

35. The tentative requirement of the Answer Books is as given in the attached sheet, which may increase or decrease.

36. The Tenderer should be registered with IBA/Govt. empanelled and be in position to insert security measures in the Answer Books as per requirement of the Board.

37. The Tenderer must have GST number (Registration Number of the Firm/Company/Agency) PAN of firm/Company/Agency/Society.

38. Supply of Separate Optical Mark Reader (OMR) sheets:

i). Designing of OMR sheets as per requirements of the Board.

ii). OMR sheets will be with numeric answers on single side.

iii). Printing of OMR sheets on single side scannable to be used on OMR.

iv) Upper Half will be used filling student details and Lower Half will be used as OMR Answer Response sheet for answers. There will be micro perforation in middle for tearing off.

Note:-

a. The agency will have to ensure that exact number of OMR sheets of size 11.25'' x 8.25'' as asked for are supplied to the Board.

b. The agency will have to ensure that the OMR sheet is as per sample approved by the Board.

c. The agency will have to ensure moisture free quality of paper (100 GSM JK Maplitho/Bond/Sinarmas paper), printing quality, ink used in printing and printingspacing are as per industry standard to be used on OMR.

d. The agency will have to ensure that the colour of OMR sheets is as per specification given by the Board.

e. A security mark as per the requirement of the Secretary, BSEB will have to be indicated on each OMR sheet during proving.

f. OMR sheets will be subject wise and used for each subject

g. Instructions will be printed on back side of OMR sheet. Only Cover page will be used for scanning.

h. Mandatory:-

Verification of OMR sheets: All OMR sheets supplied has to be verified by agency of scan-ability on scanner.

i. The agency will have to destroy the plates, extra OMR sheets printed, if any, including wastage and submit a certificate to this effect to the Secretary, BSEB.

j. Numbering on OMR sheets: Nine digit or as directed by the Secretary, BSEB, machine numbering on each OMR sheet is to be given. All OMR sheets should have a unique number and there must not be any duplicate numbers. Any OMR sheet should not be without number. There should not be any missing number. Discrepancy if any will be assumed as error. The numbering sequence will be informed later. For missing and wrong sequence and duplicate number of sequence, agency has to pay the penalty of 5,000/- per sheet.

39. Eligibility conditions & Important Points for Scanning of OMR Cover page including Barcode and finalization of data.

a) At least two years experience with proven track record of examination processing through Image scanning using OMR technology of similar jobs of Education Boards/Universities/ Service Commissions.

b) Minimum number of Sheets scanned in a single exam should be Twenty lakhs or more.

c) The agency should have adequate number of hybrid image scanners or OMR scanners to scan minimum **1,00,000 sheets** per day for Compartmental Exam and **20,00,000 sheets** per day for Main Secondary & Sr. Secondary Exam 2018(Approx.). These numbers however may vary as per decision of the Board. **Failing to meet the above target of minimum scanning capacity per day (minimum 1,00,000 sheets per day for Compartmental Exam and 20,00,000 sheets per day for Main Secondary & Sr. Secondary Exam 2018) shall result in deduction of 25% of Total scanning bills.** The agency has to install scanners at **Board Headquarter at Patna or other place in Patna** as prescribed by the Board. Volume of OMR Flying Slip will be approximately 1.2 Cr however it may change as per requirements by BSEB.

d) The agencies having adequate infrastructure in terms of hardware of its own, experienced and qualified manpower, and development of software and experience of processing in the relevant field with proven track record & repeat work order for large volume of data only will be considered for allotment of work.

e) Scanning is to be carried out through image scanning using OMR technology and finalise data.

f) The Board reserves the right to reject any or all the tender without assigning any reasons thereof.

40. DETAILS OF THE WORKS TO BE DONE:

Scanning of OMR Cover and Barcode and finalization of data

Input Document:

OMR cover of size 17cm x 22 cm having Centre Number, Roll Number, Roll Code, Enlistment No, Subject Code, Candidate's Name and Identification Number as Bar Code.

Output Reports:

- a) To scan **the OMR cover** through image scanner or OMR scanner of hybrid quality with scanned number to create raw score data file. To punch / verify/ check and merge the OMR COVER which have been rejected in scanning. **The Bidder will have to develop a retrieval system of OMR sheet.**
- b) To carry correction of Centre Number, Roll Number, Roll Code, Enlistment No, Subject Code, Candidate's Name and Identification Number which have been scanned wrongly, if any remained.
- c) To print edit list - Invalid/duplicate Roll No., Candidate's Name, Identification Number, Center No and Subject Code. To check and update the list, update the data file with corrections till all errors are removed.
- d) To provide a copy of updated database on CD as per requirement of the board.

41. TERMS AND CONDITIONS FOR SCANNING OF OMR COVER AND BARCODE AND FINALISATION OF DATA

- a) Errors and Deductions: Any variation in document and the data base supplied, in Roll No, Roll Code, Subject Code and Enlistment No. etc. in OMR Cover page including Barcode and OMR Covers shall be treated as an error and shall be the responsibility of the agency. For an error, the company shall be liable to pay charges at the rate of Rs.1000/- per error.
- b) The time schedule i.e. period during which the work is to be done may be required to be adjusted as per requirements of the BSEB and is to be observed strictly as per directions of the BSEB from time to time, as the work of processing of results is highly time bound. In case of any delay in supplying the desired report, on the part of the agency, it shall be liable to pay charges @ Rs.2,000/- per day to the BSEB.
- c) In case the agency is not able to execute the job in time or to the entire satisfaction of the BSEB, the Secretary, BSEB may allot the work to any other agency at any time. The difference between the rates agreed to between the Board and the third party, which would undertake such work shall be liable to be payable by the defaulting firm alongwith the penalty, if any, imposed by the Secretary of the Board. The Bank Guarantee submitted by the firm shall be liable to be forfeited in whole or part as per decision of the Secretary of the Board, which shall be final.
- d) The agency shall be required to undertake full responsibility of the safe custody and to maintain secrecy of documents supplied by the Board. Each document and data given by the Board will have to be kept strictly confidential and no part of it shall be divulged to any person at any time without written authorisation from the Board. In case of lapse, the agency will be fully responsible for the consequences.
- e) The Bidder will have to develop a retrieval system of OMR sheet.
- f) The payment will be made after satisfactory completion of work only. The charges will be paid for the Number of OMR Cover (OMR Covers) along with Barcode scanned.
- g) The agency will have to install scanners and computer system including printers at Board Headquarter in Patna, Bihar. Data recognition, checking and updating can be carried out at its own computer centre and in no case shall be subcontracted.
- h) The agency will arrange for collection of input documents/ data from the Board's office and return the same along with the output reports at the Board's office.
 - i) The data stored will be the property of the Board and the agency will have to supply a copy of the updated data file on CD as and when required by the Board. Data will not be erased without written permission of the Board.
 - j) The Board reserves the right to reject any or all the tender without assigning any reasons.

(42) For Scanning of OMR Flying slip at Board premises, the space, electricity, Generator, and AC will be provided by Board.

All the terms and conditions stated under clause no. 1 to 42 are accepted to me/us.

Signature of Tenderer/Security Printer _____
Seal/stamp -----

Address _____

Phone No. _____

Mobile No. _____

E-mail ID: _____

Date : _____

Secretary
Bihar School Examination Board

ANNEXURE-1
Time Frame of Each Activity

Sl. No	Activity	Timeline	Location	Penalty(In Delay and not done in proper way)
1	Scanning of Flying Slip	After 3 days of last Examination date	Board	Rs 1,00,000/- per day delay , Rs 50,000 for unscanned bag
2	Data Finalization with exception handling	Within 4 days of scanning of Flying slip	Board	Rs 1,00,000/- per day delay
3	Data handover to board for result publication	Within 4 days of Data Finalization	Board	Rs 10,000/- per day delay

AGREEMENT

THIS Agreement is made on this day of 2017 BETWEEN **Bihar School Examination Board**, a body established under Section 3 of the Bihar School Examination Board Act, 1952, having its office at Sinha Library Road, Patna-800017 (which expression shall repugnant to the context or meaning hereof include their successors, legal representatives, executors and assigns) hereinafter referred as "the BSEB" represented by Sri Anup Kumar Sinha, Secretary duly authorized in this behalf, of the PART ONE and _____, having its office at _____ (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include its associates, subsidiaries, affiliates, successors and permitted assign/ heirs, executors, administrators) hereinafter referred to as "Service Provider", represented by Sri _____, _____ duly authorized in this behalf, of the of the OTHER PART. The BSEB and Service Provider shall individually be referred to as "Party" and collectively as "Parties".

WHEREAS, BSEB is established for holding and conducting an examination at the end of the Secondary School stage, for prescribing course of studies for such examination and for carrying out such other objects and duties as may be considered necessary for the purpose as stated in the Act, Rules and Regulations of the BSEB.

AND WHEREAS, BSEB requires the services of Service Provider for designing, developing & implementation of Integrated-Examination-Record- Automation & Management System and other related services [hereinafter referred to as 'Services']

AND WHEREAS, the BSEB floated an Open Tender for selection of Service Provider for designing, developing & implementation of Integrated-Examination-Record- Automation & Management System.

AND WHEREAS, the Service Provider bagged the Tender and is desirous of getting empanelled as Service Provider as per the terms of this Agreement

AND WHEREAS, the Service Provider has represented to BSEB that they are engaged in the business of providing Services to various government and PSU organizations

AND WHEREAS, the Service Provider has represented to BSEB that it has the requisite skills, knowledge, experience, infrastructure and expertise to perform the Services and also it has its own independent, trained and experienced manpower having requisite skills to perform the Services.

AND WHEREAS, the Service Provider has further represented that it has all the necessary licenses, permissions and approvals from the respective authorities to render such Services and it is complying with all relevant provisions of law in these regards.

AND WHEREAS, the BSEB on the aforesaid representations of the Agency, has accepted the offer of the Service Provider to provide Services, on the terms and conditions mentioned below.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. **TERM**

This Agreement shall come into effect from _____ and shall remain in force up to a period of ____ (_____) months commencing from _____ to _____ unless it is terminated earlier in accordance with the provisions contained herein. On expiry of the aforesaid period, the Agreement shall stand automatically terminated, unless specifically renewed in writing for further period at the discretion of the BSEB

2. **SCOPE OF WORK**

A) Other Terms & Conditions

a) Settlement of Dispute and Jurisdiction

- i. That all disputes and differences arising out of or in connection with this Agreement (Dispute), or the subject matter, hereof, the decision of the Chairman, BSEB, Patna, shall be final and binding on both the parties.
- ii. Any legal action pertaining to this Agreement shall be subject to the jurisdiction of Courts of Patna.

b) Taxes & duties

The Service Provider shall fully familiarize themselves about the applicable Domestic taxes (such as VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies, etc.) on amount payable by the Department under the contract. The Service Provider, sub-contractor and personnel shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

c) General Conditions

- i) The Service Provider shall be deemed, to have exhaustively examined the Bid Document, to obtain all information and clarifications on all matters whatsoever, that might affect the carrying out of the work and to have satisfied himself as to the adequacy of the Bid. Bidder is deemed to have known the scope, nature and magnitude of the work and as to all work he has to complete in accordance with the contracts, whatever be the defects, omissions or errors that may be found in the Bid document.
- ii) Any negligence or omission or failure on the part of the Service Provider in obtaining necessary and reliable information as stated above or on any other matter affecting the Service Provider shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the Bid Document.

d) Notices

Any notice, request or consent required or permitted to be given or made in this contract shall be in writing. Any such notice/ request shall be deemed to have been given or made when delivered in person to the authorized representative of the party to whom the communication is addressed, or sent by registered mail or email to such party.

e) Exit management or Transition

Upon the termination of contract, Service Provider shall execute the following responsibilities:

- i) The Service Provider shall start executing the knowledge transfer process to Department or any agency nominated by Department before day of exit. In case the knowledge transfer is not complete before the date of exit of Service Provider, Department shall extend the date of exit and shall exit only after the complete knowledge transfer is done. Completion of this process shall be approved by the Department.
- ii) The Service Provider shall document technical and non-technical areas and handover the same to Department before the exit.
- iii) All documents, source codes, data dump or any other deliverables / material created as a part of the project shall be handed over by the Service Provider to Department before the exit.
- iv) Any other knowledge transfer that is required by Department shall be completed by the agency before exit. The department shall ask the agency to provide the handover to any of the newly appointed agencies or any other department representatives.

f) Binding Clause

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

g) Change Orders

The Department may, at any time, by written order given to Service Provider make changes within the scope of the contract in any one or more of the following:

- i) Designs, specifications, requirements which software or service to be provided under the Contract are to be specifically developed / rendered for the Department
- ii) The Services to be provided by the Service Provider.
- iii) Training of personnel of Department in terms of hours/subjects will be without any additional cost.
- iv) If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Department's change order.
- v) Any changes required in the Software application beyond the indicated scope shall be dealt through a Change Management Process.

h) Assignments

Save as otherwise provided in this Agreement, Service Provider shall not assign and transfer any of its rights under this Agreement in whole or in part without the written consent of BSEB, which consent shall not be unreasonably withheld.

i) Intellectual Property Rights

- i) All the deliverables submitted by the Service Provider under the contract will be the property of the Department.
- ii) The Service Provider shall indemnify the Department against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- iii) All the Deliverable and Application Software developed by Service Provider for the Department, the copyright/IPR of that software/deliverable will be with the Department. The Service Provider shall not sell or use (fully / partly) that software for service of other customers without written consent from the Department.
- iv) While passing on the rights (license) of using any software/software tool, the Service Provider shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.
- v) The software licenses supplied by the Service Provider shall be genuine, perpetual, for full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to the Department for the entire period of contract.
- vi) In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India the agency shall act expeditiously to extinguish such claim. If the Service Provider fails to comply and the Department is required to pay compensation to a third party resulting from such infringement, the Service Provider shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Department will give notice to Service Provider of such claim, if it is made, without delay.

j) Confidentiality

The Service Provider will have to maintain strict Privacy and confidentiality of all the data it/its staff gets access to. Adequate provisions to be made to not to allow unrestricted access to the data to people in the organization who do not have necessary permissions. The Service Provider cannot sell or part with any data in any form. Penalty of Rs. 1,000/- to Rs. 100,000/- would be charged on default of this service condition. The exact amount of the penalty will be decided by Department based upon severity of the default.

k) General Conditions

- i) The Service Provider shall be deemed, to have exhaustively examined the Bid Document, to obtain all information and clarifications on all matters whatsoever, that might affect the carrying out of the work and to have satisfied himself as to the adequacy of the Bid. Bidder is deemed to have known the scope, nature and magnitude of the work and as to all work he has to complete in accordance with the contracts, whatever be the defects, omissions or errors that may be found in the Bid document.
- ii) Any negligence or omission or failure on the part of the Service Provider in obtaining necessary and reliable information as stated above or on any other matter affecting the Service Provider shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the Bid Document.

I) Force Majeure

- i) "If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a 95 days period exceeding 60 days, either party may at its option terminate the contract PROVIDED ALSO that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contract at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.
- ii) Important factors relating to placement of contracts Force Majeure Clause- The force majeure clause in the following form only (which will not form part of the general conditions of contracts) should be included in such contracts where the suppliers specifically insist on the provision of a force majeure clause and there is no alternative but to accept the same. This clause should not be incorporated in the Invitation to Tender, but prior to acceptance of an offer in such a case the supplier should be asked to accept this clause as governing conditions of force majeure

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED ON THE DAY AND YEAR FIRST ABOVE WRITTEN

Signed for and on behalf of
Bihar School Examination Board
Patna – 800017

Signed for and on behalf of

Witness:

1.

2.

Witness:

1.

2.