



Bihar School Examination Board

Sinha Library Road, Patna-800017

NOTICE INVITIG e-TENDER

(Through e-procurement mode only over (<https://www.eproc.bihar.gov.in>))

e-Tender Notice No. PR 85/2017

Bihar School Examination Board, Patna invites sealed tenders under two bid systems from the reputed Agency/ Sound Firms/Companies/Societies having experience of doing such secrecy work “ (A) Supply of Pre Printed Barcode Label Stickers on the Used Answer Booklet & Used OMR Answer sheet for Matric & Inter Examination 2018 (Annual & Compartmental) and other examinations as per decision of BSEB (Work1)

OR

(B) Supply of Automatic Barcode Printing on the Used Answer Booklet & Used OMR Answer sheet for Matric & Inter Examination 2018 (Annual & Compartmental) and other examinations as per decision of BSEB(Work2)

OR

Both work (work1 & work 2)”

SL No	Scope of work	Cost of tender document (In Rupees)	Tender processing Fee (Non Refundable) (inclusive of service tax @18.00%) to be paid through e-payment mode (i.e. NEFT/RTGS/, Credit Card/Debit card) (in Rupees)	Earnest Money (In Rupees)
1	2	4	5	6
1.	(A) Supply of Pre Printed Barcode Label Stickers on the Used Answer Booklet & Used OMR Answer sheet for Matric & Inter Examination 2018 (Annual & Compartmental) and other examinations as per decision of BSEB (Work1) OR (B) Supply of Automatic Barcode Printing on the Used Answer Booklet & Used OMR Answer sheet for Matric & Inter Examination 2018 (Annual & Compartmental) and other examinations as per decision of BSEB(Work2) OR Both work (work1 & work 2)	Rs. 1,000/-	Rs. 1,150/-	Rs. 1,00,000/-

Tender Schedule/Programme:

S. No.	Date and Time for Activity	Date/Time: Duration
--------	----------------------------	---------------------

1.	Online Sale/Download date of Tender documents	From : 04/11/2017(10:00 Hrs.) to 24/11/2017 (15:00 Hrs.) (https://www.eproc.bihar.gov.in)
2.	Pre-bid meeting	09/11/2017 at 11.00 Hrs. ((Bihar School Examination Board, Sinha Library Road, Patna-800017))
3.	Last Date/Time for submission/ uploading of offer/Bid	24/11/2017 upto 15:30 Hrs. (https://www.eproc.bihar.gov.in)
4.	Submission of form fee & EMD in Hard copy/Original	24/11/2017 upto 17:00 Hrs. (Bihar School Examination Board, Sinha Library Road, Patna-800017)
5.	Date & time for opening of Technical Bid	25/11/2017 at 11:00Hrs.(https://www.eproc.bihar.gov.in) (Bihar School Examination Board, Sinha Library Road, Patna-800017)
6.	Financial Bid Opening Date and Time	Date to be announced later by competent authority.

- Detailed descriptions of the item and instructions for submitting your offer can be downloaded from e-tender website(<https://www.eproc.bihar.gov.in>).
- The bidder must have Class II Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website(<https://www.eproc.bihar.gov.in>) for submission of e-Bid.
- Tender Processing Fee (TPF) amount to be paid through e-Payment mode (i.e. NEFT / RTGS, Credit / Debit Card) only.
- Bids along with necessary online payments (Tender Processing Fee) must be submitted through e-Procurement portal (<https://www.eproc.bihar.gov.in>) before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic / Holidays or any other reason."
- The bidders shall submit their eligibility and qualification details, Certificates as mentioned in section etc., in the online standard formats given in e-Procurement web site (<https://www.eproc.bihar.gov.in>) at the respective stage only.
- The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc.bihar.gov.in>).
- The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- 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" or may visit the link "Vendor Info" at (<https://www.eproc.bihar.gov.in>).
- **Corrigendum/ Addendum**, if any, will be published on the departmental website www.biharboard.ac.in, and e-Procurement, Bihar <https://www.eproc.bihar.gov.in> itself.

SECTION-I

REQUEST FOR PROPOSAL

Bihar School Examination Board, Patna, conducts Matriculations , Intermediate and other examinations as per decision of BSEB of various examinations in the entire state of Bihar. For this purpose, application through e-tendering under two bid systems with demonstration, are invited from reputed, experienced and technologically sound Firms/Companies/ Agencies/Societies having adequate infrastructure and experience of handling the various works like of **(A) Supply of Pre Printed Barcode Label Stickers on the Used Answer Booklet & Used OMR Answer sheet for Matric & Inter Examination 2018 (Annual & Compartmental) and other examinations as per decision of BSEB (Work1)**

OR

(B) Supply of Automatic Barcode Printing on the Used Answer Booklet & Used OMR Answer sheet for Matric & Inter Examination 2018 (Annual & Compartmental) and other examinations as per decision of BSEB(Work2)

OR

Both work (work1 & work 2)

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

Bihar Boards is conducting the Matriculation and Intermediate Examination and Other Examination in the state of Bihar. On Used Answer Book and Used OMR sheet, barcoding is to be done to eliminate the identity of student for evaluation purpose. For this Bihar Board invites e-tender for **(A) Supply of Pre Printed Barcode Label Stickers on the Used Answer Booklet & Used OMR Answer sheet for Matric & Inter Examination 2018 (Annual & Compartmental) and other examinations as per decision of BSEB (Work1)**

OR

(B) Supply of Automatic Barcode Printing on the Used Answer Booklet & Used OMR Answer sheet for Matric & Inter Examination 2018 (Annual & Compartmental) and other examinations as per decision of BSEB(Work2)

OR

Both work (work1 & work 2)

1. **BSEB may go for work1 OR work2 as per its discretion, If BSEB goes for work2 then in case of failure or non success of full or partial of work2, Then The agency will have to supply the barcode sticker as per work1 at the rate quoted for work1.**
2. The bidder shall submit his bid/tender on e-Procurement platform at www.eproc.bihar.gov.in
3. 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.
4. Tender Processing Fee (TPF) amount of Rs 1150/- to be paid through e-Payment mode (i.e. NEFT / RTGS, Credit / Debit Card) only.
5. For participation in this tender, prospective bidders are required to register themselves on the portal. Bidders will require valid Class-III digital signature certificates for submitting their bids. Bidders may avail training for online tendering as per instructions available on the website.
6. Bidders shall submit their bids online through the portal.
7. Bids will not be accepted by any other mode (post/ by hand/ email/ fax etc) except otherwise explicitly specified. Documents uploaded on the portal will only be considered for evaluation.
8. 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.
9. 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” or may visit the <https://www.eproc.bihar.gov.in>

INSTRUCTION TO BIDDERS DATA SHEET

This Tender is being floated for

ANNUAL EXAMINATION 2018 FOR SECONDARY AND SENIOR SECONDARY
&
COMPARTMENTAL EXAMINATION 2018 FOR SECONDARY AND SENIOR SECONDARY
And
Other examinations as per decision of BSEB

1. Details of Work :

Details of work are given in Section V.

2. Eligible Bidders

The details of Eligibility criteria along with supporting documents has been given in Point No – 5 of this section

3. Cost of Bidding :

The bidder shall bear all costs associated with the preparation and submission of the bid. BSEB will in no case be responsible for these costs regardless of the conduct or outcome of the bidding process. Required amount of Tender Document fee and Earnest Money Deposit (EMD) for the amount in the form of Demand Draft in favour of – Secretary, Bihar School Examination Board, Patna or e-payment mode.

4. Bid Document :

4.1 Bid document includes:

- (i) Notice Inviting Tender.
- (ii) Instructions to bidders.
- (iii) General condition (Commercial) of the contract.
- (iv) Special conditions of contract.
- (v) Detail of Work.
- (vi) Technical Bid.
- (vii) Financial Bid.
- (viii) Bid Form.
- (ix) Bid Security Form
- (x) Performance Security Bond Form
- (xi) Letter of Authorization to attend bid opening

(xii) Declaration regarding near relationship with BSEB employees.

The bidder is requested to examine all Instructions, Forms, Terms and Specification in the Bid Documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

A prospective bidder requiring any clarification on the Bid document shall notify the Board in writing. The Board shall respond in writing to any request for the clarification of bid document which it receives not later than three days prior to the date of opening of Tender.

5. The bidder should have following eligibility criteria (for work 1 & Work 2) to participate in the bid and attach a copy of valid document :-

5.1 The bidder should have minimum average turnover of at least Rs. 2 Crores (Two crores) in any last 3 financial years (of four financial year i.e., 2013-14, 2014-15, 2015-16, 2016-17). (Attach copy of IT return/balance sheet).

5.2 The agency should have printed and supplied barcode on the Answer sheet/booklet in any two years during the last five years for a minimum of 10 lakhs barcodes for each of such two years.

5.3. The agency should supply at least 100 Numbers of specimen barcode labels as specified by the board along with the tender (in the EMD cover).

5.4 The Agency should have valid ISO/ISMS certification.

5.5 The bidder must have GST Registration Number (or should obtain GST number within 15 days of receiving of work order) and PAN of Firm/Company/Agency/Society.

5.7 The bidder should not be blacklisted / debarred by any Board/University/Govt. Department, till the time of bid submission (Attach Self certified letter).

5.7 Relevant documents in support of the above criteria must be enclosed along with the tender call documents; failing which the bid will be liable to be rejected.

6. Amendment to bid document :

- (i) At any time prior to the deadline for submission of Bids, the Board may amend the Bidding Documents by issuing an addendum/ corrigendum.
- (ii) Bidders are advised to keep themselves updated with the information displayed on the official website of the Board – www.biharboard.ac.in and the Board shall not be responsible in case the Bidder has not received such addendum/corrigendum in the manner stated above.
- (iii) The Board may, at its discretion, extend the deadline for the submission of Bids.

7. Documents comprising the bid :

The bid prepared by the bidder shall comprise the following components.

- (i) Documentary Evidence established in accordance with clause 2 and as detailed in clause 5, that the bidder is eligible to bid and is qualified to perform the contract.
- (ii) Bid Security furnished in accordance with clause 11.
- (iii) A clause-by-clause compliance as per clause 10.
- (iv) Affidavit for not blacklisted / debarred by any Board/University/Govt. Department. (v) Bid Form and price schedule completed in accordance with clause 8 and 9

8. Bid Form

The bidder shall complete the Bid Form and the appropriate price schedule furnished in the bid document covering the services to be rendered and price schedule as per Section-V.

9. Bid Price.

- (i) The bidder shall quote strictly as per Financial Bid given in financial bid form.
- (ii) The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

10. Clause by clause compliance.

A clause - by - clause compliance of services to be provided (Section VI), and special conditions (Section IV) shall be given. In case of deviation, a statement of deviation shall be given.

11. Bid Security (EMD)

11.1 The Bidder shall furnish Bid Security (EMD) of **Rs 1 Lakh** as part of the Bid Security, as specified in the bidding schedule.

11.2 The Bid Security is required to protect the Board against the risk of Bidder's conduct which would warrant forfeiture of Bid Security.

11.3 Bid Security can be deposited in the form of Demand draft in the favour of Secretary, Bihar School Examination Board, Patna or e-payment mode through www.eproc.bihar.gov.in

11.4 Any Bid from a Bidder, without Bid Security will be rejected by the Board.

11.5 The Bid Security of unsuccessful Bidders will be discharged or returned within 7 days after the award of contract the successful Bidder. However, in disputed cases, the Board will not be bound to release the Bid Security in the stipulated period.

11.6 **The Bid Security may be forfeited :**

- (i) Once the firm submits a Bid, it cannot be altered or withdrawn. If a Bidder does not accept his quoted rates and refused to execute the job, then the Bid Security deposited with the Bid will be forfeited and firm will be blacklisted.
- (ii) In case of successful Bidders fail To sign the contract.
- (iii) In case of fraudulent and corrupt practices.
- (iv) If a successful Bidder has been found incapable of executing the assigned job to the satisfaction of the Board, which may reflect adversely the image of the Board, the Bid Security, if not released can be forfeited and the Bihar School Examination Board may allot the work to some other eligible firm.

12. **Format and Signing of Bid.**

- (i) The Bidder shall submit only one Bid.
- (ii) The Bid shall be signed by the Bidder or a person(s) duly authorized to sign the Bid to the contract.
- (iii) Failure to a Bid by any of the instructions will make the Bid liable to be rejected.

13. **Submission of Bid.**

The Bid submitted by the Bidder shall be in two separate parts:-

Part 1:Technical Bid:

With required documents for qualification criteria. To be opened on the date & time as specified in the Bidding Schedule.

Part 2:Financial Bid:

The rate as per “**Supply of Pre Printed Barcode Label Stickers or Automatic Barcode Printing on the Used Answer Booklet & Used OMR Answer sheet for Matric & Inter Examination 2018 (Annual & Compartmental)**”, both in figures and words, to be submitted in the Tender Performa.

14. **Bid opening :**

The Committee of the Board will open the Bids received in the presence of Bidders or their representatives, who may wish to be present as per time, date and place specified in the Bidding Schedule. In the event of the specified date for the submission of Bids being declared a holiday for the Board, the Bids will be opened at the appointed time and location on the next working day.

15. **Evaluation :**

- (i) The envelope containing the Technical Bid shall be opened first and then the inner envelope marked “Cost of Bidding Document downloaded from the internet” will be opened, and the cost of the Bidding Documents/ E-payment is not there, or incomplete, the remaining Bid Documents will

not be opened, and the Bid will be rejected and the Bidder will be responsible for the same and shall have no right for further participation.

- a. In all cases, the amount of Bid Security and validity shall be announced. Thereafter, the Bidder's names and such other details as the Board may consider appropriate, will be announced by the Board.
- (ii) The Board will prepare minutes of the Bid Opening, including the information disclosed to those present in the meeting.
- (iii) The evaluation of Technical Bids will commence after its opening and evaluation will be made with respect of Bid Security, Qualification Criteria and other information furnished in Part 1 of the Bid. On the basis of such evaluation a list of the responsive Bids will be drawn up. The Financial Bids of only those Bidders, who qualify in the evaluation of the Technical Bids, will be considered.
- (iv) Bidders or their duly authorized representative(s), whose Technical Bids are found responsive may attend the meeting of opening of Financial Bids.
- (v) At the time of opening of 'Financial Bids', the names of the Bidders, whose Technical Bids were found responsive, will be announced and the financial bids of only those Bidders will be opened. The responsive Bidder's names, the Bid prices and such other details as the Board may consider appropriate will be announced by the Board at the time of opening of Financial Bid.
- (vi) Technical Bid will be evaluated by the Committee.
- (vii) Premises of technically qualified agencies shall be visited/inspected by the committee of Board's officers to ensure competency and capability of the agency without disclosing the date of visit.
- (viii) Financial Bids of only those bidders will be opened who are found suitable and eligible as per technical bids and inspection.

16. Award of Contract :

Bihar School Examination Board, Patna (BSEB), shall consider placement of letter of intent to those bidders whose offers have been found technically and financially acceptable. The bidder shall give his acceptance along with performance security (Section IX of the bid document) in conformity within 7 (Seven) days of issue of letter of intent.

If there are two or more lowest successful Bidders quoting equal rates, then the Board may award the work to any one or more of them (As per decision of BSEB)

For Work 2:-

If the lowest Bidder (L-1) is unable to provide required service as specified in Scope of work section for the allotted commissionaries then BSEB may divide the work among other bidders (L2, L3 etc) in different Districts/commissionaries , as per decision of BSEB. No claim of any bidder shall be entertained in this regard.

17. Right to vary quantities :

Bihar School Examination Board, Patna (BSEB), will have the right to increase or decrease the required quantity of services specified in the schedule of requirement without any change in charges of the offered quantity and in other terms and conditions at the time of award of contract.

18. Signing of Contract and depositing of Performance Security:

- (i) Signing of Agreement shall constitute the award of hiring contract on the bidder.
- (ii) Upon the successful bidder furnishing the Performance Security the BSEB shall discharge its bid security in pursuant to clause 11

19. Annulment of Award :

Failure of the successful bidder to comply with the requirement of clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSEB may make the award to any other bidder at the discretion of BSEB or call for new bids.

20. Period of validity of bids :

- (i) The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSEB as non-responsive.
- (ii) A bidder accepting the request of BSEB for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

21. Allotment Criteria:

- (i) Before allotment of work order, the Board will evaluate the Bids.
- (ii) The Board may in its discretion redistribute allotment to eligible Bidder/s keeping in view the capacity/performance of the Bidder/s.
- (iii) If there are two or more lowest successful Bidders quoting equal rates, then the Board may award the work to any one or more of them as desired in the best interest of board.
- (iv) **For Work 2:-**
If the lowest Bidder (L1) is unable to provide required service as specified in Scope of work section for the allotted commissioneraries then BSEB may divide the work among other bidders (L2, L3 etc) in different Districts/commissionaries, as per decision of BSEB. No claim of any bidder shall be entertained in this regard.

22. Board's right to accept or reject any Bid or all the Bids :

The Board reserves the right to accept or reject any Bid and to annul the whole Bidding process and may reject all Bids at any time prior to allotment of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Board's action.

23. Corrupt or Fraudulent Practices :

- (i) The Board requires the Bidders to strictly observe the laws against fraud and corruption, as in force in India, namely, Prevention of Corruption Act, 1988.
- (ii) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in agreement execution.
- (iii) "Fraudulent practice" means misrepresentation of facts in order to influence a procurement process or the execution of an agreement which is detrimental to the Board and include collusion practice among Bidders (prior to or after Bid submission) designed to establish Bid price at artificial, non competitive levels and to deprive the Board of the benefits of free and fair competition.

- (iv) If at any stage, it is found that a particular firm has misrepresented/ concealed the facts or the contents of the documents and such documents submitted by the firm are found to be wrong or false, such conduct of the firm shall also be dealt with under fraudulent practices. (v) Any firm found involved in above cases may be blacklisted by the Board.

24. Any point not covered under the Terms & Conditions of the Tender :

For any point not covered under the provisions of the Tender, Secretary Bihar School Education Board shall be the final competent authority, whose orders in this regard shall be final and binding upon the Bidders.

25. Life of BID :

The allotment of work will be made for 2018 Annual and compartmental examinations of Matriculation (10th) and Intermediate (12th) only in the first instance, which may be extended as per decision of the Board and subject to performance of agency and requirements of the Board.

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT:

1. Application:

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in Notice Inviting Tender unless otherwise agreed by BSEB.

2. Performance Security:

- 2.1 The successful bidder shall be required to deposit an amount equal to 10% of the tendered value of the assigned work within 7 days of conveying BSEB's intention for accepting the bid as Performance Security.
- 2.2 Performance Security shall be submitted in the form of Demand Draft/FDR issued by a scheduled Bank.
- 2.3 Performance Security will be discharged after completion of bidder's performance obligations under the contract.
- 2.4 If the bidder fails or neglects any of his obligations under the contract it shall be lawful for BSEB to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure

3. Execution Time Limit :

The time period as stipulated in the contract or letter of intent shall be deemed essence of the contract.

4. Payment Terms :

- (i) The charges will be paid on the actual number of answer books.
- (ii) No advance payment will be made under any circumstances.
- (iii) Performance security shall be released after completion of allotted project in all respect
- (iv) The payment would be made on submission of invoice by the Vendor to the Bihar School Examination Board, Patna.
- (v) 70% Payment would be released within 7 days after the successful completion of the job. Any deductions / penalties if any shall be deducted from the bill.
- (vi) 30% Payment would be released after examination result declaration

5. Penalty Terms :

For Work 1:

- (i) In case of any mistake found, due to barcode printing, subject mismatch, wrongly packeting of barcode stickers the party will have to pay Rs 1000/- per such mistakes /errors.

- (ii) All the required numbers of barcode sticker for all the subjects to be supplied in district wise packeting as per decision of BSEB. Any mismatch in number required by BSEB and supplied by agency, agency has to pay a penalty of Rs 1000/- per such mismatch.
- (iii) In case of delay in supply of barcode sticker as per schedule of BSEB, agency has to pay penalty of Rs 50,000/- for each day of delay.

For Work 2:

- (i) In case of any mistake found, due to barcode subject mismatch, wrongly printing of barcode on AnswerBook, wrongly packeting of answerbooks the party will have to pay Rs 1000/- per such mistakes/errors.
- (ii) In case if the agency fails to achieve barcoding target per day in any district then penalty will be charged at the rate of 4 times of shortfall in such target.

6. Rates :

- (i) Rates must be exclusive of GST. The Financial bid is to be submitted through e-Tender mode only.
- (ii) The rates quoted shall remain firm throughout the period of contract and this contract will remain valid up to the date of completion of the job by the bidder and shall not be subject to any upward modification whatsoever. Mutual amendments in the scope of work can be made.

7. Taxes and Duties :

The Income etc will be deducted at source as per prevalent rates announced by the competent authority from time to time.

8. Insurance :

The Board's office will not pay for any insurance charges against loss or damage incidental to the work specified in scope of work section.

9. Termination of Contract :

BSEB may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

- (i) If the bidder fails to execute the job within stipulated time frame or to the entire satisfaction of BSEB.
- (ii) If the bidder fails to perform any other obligation (s) under the contract.
- (iii) BSEB may without prejudice, to other rights under law or the contract provided get the services of other agencies at the risk and cost of the bidder, in above circumstances.

10. Termination for insolvency :

BSEB may also by giving written notice for 7 days and without compensation to the bidder terminate the contract if the bidder becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

11. Force Majeure :

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, 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 events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSEB as to whether the supplies 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 period exceeding 60 days either party may, at his option terminate the contract.

12. Arbitration :

- 12.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Chairperson, Bihar School Examination Board, Patna; In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Chairperson, Bihar School Examination Board, Patna, or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chairperson, Bihar School Examination Board, Patna, or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Bihar School Examination Board, Patna, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- 12.2 The arbitrator may from time to time with the consent of both the parties set the time frame for bar coding system for answer sheets. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 12.3 The venue of the arbitration proceeding shall be Office of the Bihar School Examination Board, Patna, or such other place as the arbitrator may decide.
- 12.4 Jurisdiction for all the matters related shall be district court Patna, Bihar.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT:

1. The special conditions of contract shall supplement the Instruction to Bidders as contained in Section II and General (Commercial) Conditions of the contract as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of Bihar, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. BSEB reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSEB.
4. BSEB reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. No Sub-Contracting is permissible by BSEB. The near relatives of all BSEB employees either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as: (a) Members of a Hindu Undivided Family, (b) They are husband and wife, (c) The one is related to the other in the manner as father, mother son(s),son's wife(daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband(brother-in-law).
6. The tenderer(s) should give a certificate (in format as Section-XI) to the effect that none of his / her such relative is working in BSEB as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and Bid Security/security deposit will be forfeited at any stage whenever it is noticed. The BSEB will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
7. BSEB reserves right to counter offer price against price quoted by the bidder.
(a) BSEB reserves the right to divide the work among more than one bidder depending on the capability of bidder.
8. Agency will provide training to all the deployed personnel for the said work as specified in the scope of work or required by the Board.
9. The time schedule may be required to be adjusted as per requirements of the BSEB from time to time as the work of processing of results is highly time bound.
10. The bidder 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 shall be kept strictly confidential and no part of it shall be divulged to any person at any time without written authorization from the Board. In case of lapse, the computing agency will be fully responsible for the consequence.
11. The Manpower proposed to be deployed by the bidder shall be subject to screening by the board, to ascertain their suitability and skills.

12. (a) Answer books, OMR sheets, Barcode stickers, Envelops and Bags will be delivered by the board in phased manners as per schedule mutually decided.
(b) Output reports/Data will be delivered by the agency concerned as per the board's requirements.
13. The Data checking will be responsibility of the agency.
14. The reports will have to be prepared as per instructions of the Board in the formats given/approved by the Board after getting clearance in writing from the Board and will have to ensure 100% accuracy. For a mistake agency will have to pay charges as defined in the tender document.
15. The agency will have to supply up to two copies of each report whenever number of copies required is not mentioned.

SECTION-V Scope of Work

1. Volume of work :

The Number of copies in Secondary and Senior Secondary Exam are likely to be as follows:-

- a) Secondary: Approx 1.2 Crore answer books. (Figures may vary) & Approx 1.2 Crore OMR Sheet (Figures may vary)
- b) Senior Secondary: Approx 90 Lakhs answer books (Figures may vary) & Approx 90 Lakhs OMR Sheet (Figures may vary)

2. The bidder needs to perform following works:

Supply of Pre Printed BarCode Sticker work details (Work1):

(a) The specimen of the Barcode labels are as follows:

1. Barcode Sticker used for OMR(Integrated labels 2 in one):- Barcode Sticker specification-Sheet of A4 size having 20 adhesive stickers, each having two x one barcodes. The dimension of the sticker would be of size 10cm x 2.9 cm. Sticker Paper would be of 55 GSM
2. Barcode Sticker used for AnswerBook (Integrated labels 2 in two):- Barcode Sticker specification-Sheet of A4 size having 10 adhesive stickers, each having two x two integrated barcodes. The dimension of the sticker would be of size 10cm x 2.9 cm. Sticker Paper would be of 55 GSM

(b) The agency should print and supply all the required barcodes one month before the commence of the examinations.

(c) Subject wise Barcode Label stickers to be generated as per the requirement of the the Board.

(d) The agency should maintain the database of Barcode labels supplied to the Board and also should maintain the damaged barcode list and barcode which is not used after printing.

(e) The agency should compile the barcodes printed in each location and create a Master database of barcode and submit to the board.

(f) The Agency should have the capacity to supply the integrated (2 in two labels of size 10cm x 2.9 cm and 2 in one labels of size 10cm x 2.9 cm) Barcode Label stickers one month before the commencement of work to Board's Office.

(g) The Number of the integrated (2 in two labels of size 10cm x 2.9 cm and 2 in one labels of size 10cm x 2.9 cm) Barcode Label stickers to be supplied approximately 6 crores (numbers may vary)

(h) Adhesive Barcode sticker gum quality :- Barcode sticker should have high viscous gel formulation and it should be thicker.

OR

Automatic Answer booklet Barcode Printing Machine (Work).

- a) The Agency should deploy Automatic Answer booklet Barcode Printing machine with a capacity to print 30000 x 3 = 900000 barcode labels per day per location. The machine should print automatically 3 barcodes on the Answer booklet Size: 2" x ½" x 3 and 2 barcodes on the OMR Sheet Size: 2" x ½" x 2
- b) The machine should have double feed detection mechanism and also Auto Feed of Booklets.
- c) The machine should have the facility to print Barcode and alpha numeric as per the requirement of the Board.
- d) The agency should deploy at least 3-5 members in each location to print Barcode on the booklet and supply to the Secrecy officer as per the requirement.
- e) The Barcode should be generated as per the requirement of the Secrecy Officer appointed by the Board.
- f) The agency should maintain the database of Barcode printed and supplied to the Secrecy officer and also should maintain the damaged barcode list and barcode which is not used after printing.
- g) The agency should compile the barcode printed in different location and create a Master database of barcode and submit to the board.
- h) The agency should ensure that each and every barcode printed should be able to scan and read.

3. For Work 2, The bidder has to provide Machine with manpower at 38 district headquarters of Bihar State for the said work.

District wise estimated number of answer book and OMR Answer Sheets as per last year data are as follows (actual data may be increased or decreased):

Estimated Answer Book and OMR Sheets for last year , Required for Barcoding in 7 days (actual data may be increased or decreased)							
S.n	Group	Comm	Name of district	Estimated Answer books for Secondary (actual data may be increased or decreased)	Estimated OMR Sheets for Secondary (actual data may be increased or decreased)	Estimated Answer books for Intermediate (actual data may be increased or decreased)	Estimated OMR Sheets for Intermediate (actual data may be increased or decreased)
1	Group1	Pumea	ARARIA	166113	166113	116302	116302
2		Magadh	ARWAL	134532	134532	124796	124796
3		Magadh	AURANGABAD	357099	357099	282048	282048
4		Munger	BEGUSARAI	324451	324451	244697	244697
5		Patna	BHOJPUR	340580	340580	284393	284393
6		Patna	BUXAR	234703	234703	128964	128964
7		Magadh	GAYA	482470	482470	454487	454487
8		Munger	JAMUI	188302	188302	154070	154070
9		Magadh	JEHANABAD	150287	150287	105318	105318
10		Patna	KAIMUR	182289	182289	128307	128307
11		Munger	KHAGARIA	196060	196060	102422	102422

12		Munger	LAKHISARAI	143034	143034	96989	96989
13		Munger	MUNGER	169838	169838	115966	115966
14		Patna	NALANDA	294125	294125	249895	249895
15		Magadh	NAWADAH	279611	279611	252189	252189
16		Patna	PATNA	487003	487003	421836	421836
17		Patna	ROHTAS	406684	406684	378999	378999
18		Munger	SHEIKHPURA	76350	76350	65158	65158
Gropu 1 Total				4613531	4613531	3706836	3706836
19	Group2	Bhagalpur	BANKA	190607	190607	147765	147765
20		Bhagalpur	BHAGALPUR	319558	319558	207018	207018
21		Pumea	KATI HAR	206564	206564	133052	133052
22		Pumea	KISHANGANJ	81028	81028	58773	58773
23		Kosi	MADHEPURA	209985	209985	193553	193553
24		Pumea	PURNEA	207342	207342	149516	149516
25		Kosi	SAHARSA	169260	169260	136537	136537
26		Kosi	SUPAUL	204564	204564	105536	105536
Gropu 2 Total				1588908	1588908	1131750	1131750
27	Group3	Darbhanga	DARBHANGA	319460	319460	232483	232483
28		Tirhut	EAST CHAMPARAN	459107	459107	276075	276075
29		Saran	GOPALGANJ	349649	349649	206593	206593
30		Darbhanga	MADHUBANI	434017	434017	313169	313169
31		Tirhut	MUZAFFARPUR	422214	422214	251009	251009
32		Darbhanga	SAMASTIPUR	465479	465479	401143	401143
33		saran	SARAN	522540	522540	441874	441874
34		Tirhut	SHEOHAR	51655	51655	39368	39368
35		Tirhut	SITAMARHI	262578	262578	163392	163392
36		saran	SIWAN	428024	428024	238102	238102
37		Tirhut	VAISHALI	472176	472176	368004	368004
38		Tirhut	WEST CHAMPARAN	272438	272438	176710	176710
Gropu 3 Total				4459337	4459337	3107922	3107922
Total				10661776	10661776	7946508	7946508

The numbers above are indicative and may be changed by the board.

Responsibilities of the Board (for Work1) :

- (i) To provide the required number of barcode stickers for each subject and each district to the agency.

Responsibilities of the Board (for Work2) :

- (i) To hand over sealed bags of used answer books to the bidder on daily basis.
- (ii) To provide sufficient number of envelopes/bags required for packing of barcoded AnswerBooks.
- (iii) To provide adequate secured working space.

3. Responsibilities of the Party (Work2) :

- (i) One day before commencement of the scheduled work, the Agency will have to arrange sufficient tools and utensils at given premises for the purpose of **Automatic Barcode Printing on the Used Answer Booklet & Used OMR Answer sheet for Matric & Inter Examination 2018 (Annual & Compartmental)** in specified bag, and Packeting of Answer books on the location decided by the Board.
- (ii) The Agency shall be responsible for safe custody of documents after handing over sealed bags.
- (iii) The Agency will submit daily status report to the authorized official of the Board.
- (iv) The Agency should meet out the daily target in view of scope of work.
- (v) To handover sealed bags after regrouping along with control sheet to designated officials of the Board. Not any single answer book be inserted in bags without sticker pasted on it.
- (vi) The agency must maintain 99.9% accuracy in the said work.
- (vii) The Agency shall have responsibility to match barcodes & answer books provided by board's officials with the no. of flying slip and to report immediately the difference before handing over to the resealed bags back to board official.
- (viii) The agency shall have to bear all the cost of deployment of manpower and execution of the said work i.e –Transportation, Fooding, Lodging, tools and utensils.

SECTION-VI

Bihar School Examination Board, Patna Technical Performa

Name of company/Firm		
Year of Establishment		
Address		
Phone with std code		
Mobile		
Email id		
PAN No		
Type of company prop. /partners/ private limited.		Attachment
The Agency should have valid ISO/ISMS		

certification.		
Should have printed and supplied barcode on the Answer sheet/booklet for the last three years for a minimum of 30 lakhs barcodes, continuously for the last three years.		
They agency should own the Automatic Barcode Machine/Industrial Barcode printers and to show the demonstration of the same to qualify for the technical bid.		
The agency should supply at least 100 Numbers of specimen barcode labels as specified by the board along with the tender (in the EMD cover)		
Turn Over of any last 3 year in Crores		Attachment
2012-13		
2013-14		
2014 -15		
2016-17		
Blacklisted / debarred?		(Self certified letter) Attachment
GST registration No.		Attachment
BID Form (Section VIII)		Attachment
Declaration about relationship with BSEB Employee (Section X)		Attachment
About company premises (Owned/rented Area		Attachment

Details of Employee/Manpower:

Item Name	Nos.
Total No of Employees on Roll	
Total No of Supervisors	
Total No. of skill manpower for the said work	

Certified that all the terms and conditions of this TENDER, in view of scope of work , are accepted by us.

Dated Signature of the Owner with rubber seal of the firm

SECTION-VII
Bihar School Examination Board, Patna.
Financial Performance Performa

Certified that after going through the above terms & conditions with scope of work attached, I/We submit our rates Exclusive of GST:

For work 1:

S.L No	Job description	Rates For 1000 integrated label barcode in figures in Rupees
1.	Supply of Pre Printed Barcode labels as per the specimen. (Sticker specification-Sheet of A4 size having 20 adhesive stickers, each having two x one barcodes. The dimension of the sticker would be of size 10cm x 2.9 cm. Sticker Paper would be of 55 GSM for OMR Sheet.)	
2.	Supply of Pre Printed Barcode labels as per the specimen. (Barcode Sticker specification-Sheet of A4 size having 10 adhesive stickers, each having two x two integrated barcodes. The dimension of the sticker would be of size 10cm x 2.9 cm. Sticker Paper would be of 55 GSM for AnswerBook.)	
Total Cost		

For work 2:

S.L No	Job description	Rates For 1000 integrated label barcode in figures in Rupees		
		Rate for Patna, Magadh (Gaya), Mugner Division	Rate For Kosi, Purnea, BhagalPur Division	Rate For Dharbhanga, Tirhut (Muzzafarpur), Saran(Chapra) Division
3.	Automatic Printing of Barcodes on the Answerbooks directly. (Post Exam)			
4.	Automatic Printing of Barcodes on the OMR Answersheet directly (Post Exam)			
Total Cost				

Note: 1. Agency can give rate for WORK 1 or WORK2 or Both.

2. Rates must be exclusive of GST. **The Financial bid is to be submitted through e-Tender mode only.**
3. For the purpose of selection, financial bid with lowest total costs shall be qualified for awarding the tender

Authorized Signatory

(with name and seal)

Firm: _____ Phone: _____
Address: _____
Fax _____ Email: _____

SECTION VIII

BID FORM

Tender No.....

Dated at.....

A: (Name & Address of the Purchaser) Dear Sir,

1. Having read the conditions of contract and services to be provided No the receipt of which is hereby duly acknowledged, we undersigned, offer to provide bar-coding system for answer sheets with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
4. We undertake, to enter into agreement within 7 (Seven) days of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
5. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
6. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
7. Until an agreement is signed and executed, this Bid together with written acceptance there of in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement. 7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Date

Signature of In capacity of Duly authorized

to sign the bid for and on behalf
of Witness

Address.....
.....

Signature

SECTION-IX

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To Secretary,
Bihar School Examination Board, Patna, Bihar

Subject- Authorization for attending bid opening in the Tender for **(A) Supply of Pre Printed Barcode Label Stickers on the Used Answer Booklet & Used OMR Answer sheet for Matric & Inter Examination 2018 (Annual & Compartmental) and other examinations as per decision of BSEB (Work1)**

OR

(B) Supply of Automatic Barcode Printing on the Used Answer Booklet & Used OMR Answer sheet for Matric & Inter Examination 2018 (Annual & Compartmental) and other examinations as per decision of BSEB(Work2)

OR

Both work (work1 & work 2)”

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below :

Order of preference	Name	Specimen Signature

Alternate Representative Signature of bidder Or Officer authorized to sign the bid Documents on behalf of the bidder

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION X

Declaration regarding near relationship with BSEB Employee

S/o

R/o

Hereby certify that none of my relative(s) as defined in the Tender/Bid document is are employed in Bihar School Examination Board, Patna (BSEB). In case at any stage, it is found that the information given by me is false/ Incorrect, BSEB shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature:

Name:

Signed in capacity of:

Date:

SECTION-XI
DECLARATION

I _____ do hereby declare that our firm is not blacklist, debarred or prohibited by Govt, of India / Govt, of Bihar or any other state Govt / Union Territory / any other Board / Authority during last five years. I also declare that no cases, criminal or civil, or enquiries are pending against the firm

Signature of M.D.
(or)
Authorized person