



Bihar School Examination Board

Sinha Library Road, Patna-800017

Short Term NOTICE INVITIG e-TENDER

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

Short Term Tender Notice No. PR-92/2017

Bihar School Examination Board, Patna invites short term E-tenders under two bid systems from the reputed, experienced & technologically sound Firms /Companies/Agencies/Societies having adequate infrastructure and Experience of handling the works of 1. (a) Pre-exam Processing of Candidates Data for Secondary Examination (Annual) (b) Post-exam Processing of data for Secondary Examination (Annual) 2. (a) Pre-exam Processing of Candidates Data for Secondary Examination (Compartmental) (b) Post-exam Processing of data for Secondary Examination (Compartmental) and other examination as per decision of BSEB

SL No.	Scope of work	Cost of tender document (In Rupees)	Tender processing Fee (Non Refundable) (inclusive of service tax @15.00%) 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
01.	Pre and Post Examination processing for Secondary Examination (Compartmental and Annual) 2018 and other examination as per decision of BSEB	Rs. 5000	Rs. 1150	Rs. 1,00,000

Tender Schedule/ Program:

Sl. No.	Date and Time for Activity	Date/Time: Duration
1.	Online Sale/Download date of Tender documents	From 11.11.2017(10:00 Hrs.) to 24.11.2017 (15:00 Hrs.) (https://www.eproc.bihar.gov.in)
2	Pre Bid Meeting	16.10.2017 at 11.00 Hrs. (Bihar School Examination Board, Sinha Library Road, Patna-800017)
2.	Last Date/Time for submission/ uploading of offer/Bid	24.11.2017 upto 15:30 Hrs. (https://www.eproc.bihar.gov.in)
3.	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)
4.	Date & time for opening of Technical Bid	25.11.2017 at 17:00Hrs. (https://www.eproc.bihar.gov.in) (Bihar School Examination Board, Sinha Library Road, Patna-800017)
5.	Financial Bid Opening Date and Time	26.11.2017 at 16:00 Hrs (https://www.eproc.bihar.gov.in) (Bihar School Examination Board, Sinha Library Road, Patna-800017)

- 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.

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SECTION-I

REQUEST FOR PROPOSAL

Bihar School Examination Board, Patna, is the only Board in Bihar, responsible for the conduct of various examinations at school level in the entire state. The Board intends to invite e-tender for online registration of application and data processing for various works for the academic year 2017-2018, compartmental & Annual examinations. For this purpose, apply 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 **(1) Pre and Post Examination Processing of Candidate data for Secondary Examination Compartmental-2018 & Annual – 2018** and other examination as per the decision of BSEB. The e-tender is to be submitted with Technical and Financial Bids in respective stage. Separate bids (Both Technical & Financial) are to be submitted for the work with required amount of EMD in the form of Demand Draft in favour of – Secretary, Bihar School Examination Board, Patna or e-Payment Mode. The Technical Bids will be opened at (<https://www.eproc.bihar.gov.in>).

The Financial Bids of only those bidders who qualify in technical evaluation will be announced later by the Board.

SECTION-II **INSTRUCTIONS TO BIDDERS**

1. Details of Works:

Details of works are given in **SECTION-V**.

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

1. **Note:-** It has been decided by the board that there will be DIFFERENT AGENCIES FOR INTERMEDIATE EXAMINATION AND MATRICULATION EXAMINATION for pre and post examination work . In light of this, separate tenders are being invited for Intermediate Exam and Matric Exam for pre and post examination work respectively. This tender is invited for MATRIC Examination for pre and post examination work. The date of opening of technical bid for Tender for pre and post examination FOR INTERMEDIATE EXAMINATION is 25-11-2017 and date of opening of financial bid for tender of pre and post examination work FOR INTERMEDIATE EXAMINATION is 25-11-2017 16:00 Hrs. The agency which will obtain the work order (on basis of L1 rate) in the tender for INTERMEDIATE Examination for pre and post examination work, will BE declared as INELIGIBLE for participating in the tender for MATRIC EXAM for pre and post examination work (for MATRIC EXAM) and accordingly the TECHNICAL BID of SUCH Agency (which will obtain the work order (on basis of L1 rate) in the tender for INTERMEDIATE Examination) will NOT BE OPENED for the similar tender for MATRIC EXAMINATION, Whose Technical Bids will be opened after the opening of financial Bids of such tenders for INTERMEDIATE Examination.
 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. 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.
 5. Bidders shall submit their bids online through the portal.
 6. 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.
 7. 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.
 8. 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>

2. Eligibility Conditions (Qualification Criteria)

The bidder must fulfill the following Qualification Criteria / Eligibility Conditions

PART A

- i) The bidder must submit the Non-refundable Tender Document fee of Rs. 5000/- in the form of Demand Draft in favour of – Secretary, Bihar School Examination Board, Patna or. Similarly. The bidder must deposit the required amount of EMD in the form of Demand Draft in favour of – Secretary, Bihar School Examination Board, Patna, along with the bid document submission or e-Payment Mode.
- ii) One self-attested recent passport size photograph of the Bidders or the authorized person of the bidder, with name, with designation, address, email Id, fax no & telephone no etc. mentioned on a separate paper must be furnished while submitting the e-Tender online. If the bidder is a Partnership Firm, then the name, designation, address & office telephone no of Director/Partner is to be mentioned on a separate paper and must be furnished while submitting the e-Tender online. Please refer **Annexure-1**.
- iii) Partnership deed in case of Partnership Firm, the bidder must have Articles of Association (In case of Company), by laws and Certificate of Registration (In case of Registered Co-operative Society).
- iv) The bidder must submit an undertaking on a stamp paper of Rs (as applicable)- as per the given format in **Annexure-2**.
- v) The bidder must have **GST** Number (Registration Number of the Firm/Company/Agency) PAN of Firm/Company/Agency/Society.
- vi) The Firm/Company/Agency must have ISO 9001:2008 &27001.
- vii) The Bidder’s Average Annual Turnover during for any last three financial years (2013-2014, 2014-2015 ,2015-2016 and 2016-2017) should be at least Rs.5 (five) Crores or more in the relevant/IT related field only. Copies IT returns for any last three financial years (2013-2014, 2014-2015, 2015-2016 and 2016-2017) are to be enclosed in the Technical Bid. If agency wants to furnished audited balance sheet of 2016-17 then out of four financial year three financial year will be considered
- viii) The bidder must have independently handled at least one assignment of similar nature in the last 5 (Five) years in any Examination Board (Central/State), Public Service Commission, University. Assignments of similar nature must include the major activity such as online registration of candidate data, collection of the due examination fee through the payment gateway mode and e-challan mode, reconciliation of examination fee, modification of candidate data, generation of check lists, cut lists, Admit Cards, result compilation,

Generate result reports, printing of all type of certificate etc. by the bidder. The bidder must enclose self-attested copies of Satisfactory Completion/ Performance Certificate for the works executed by it in last six Financial/Academic years along with the self-attested copies of work orders and agreement concerned. The bidder should have at least three-year experience of Developing Application/Software in open software technologies, hosting of Online application and examination processing (Pre and Post) of any Examination Board (Central or State)/Public service commission/ University.

- ix) The bidder must have executed successfully and satisfactorily both the pre and post examination works of similar nature as describe in **SECTION- V** in scope of work, in online mode for at least **3** Lacs (Three lacks) candidates (Registration of candidate data through online mode and Data Processing with end to end solution), during any two years out of the last six years **in a single examination** (Central/State Examination Board or Public Service Commission or University).
- x) The Bidders should neither have been Debarred/blacklisted for the last 5 years by the Central/State/Govt. Department/ Universities/Educational Institutions/ Organization etc.
- xi) Consortium Partners are not permitted. Number of bidder should be one.
- xii) There will be separate agency for Matric and Intermediate Pre and Post examination work, Agency who will be awarded the Matric Pre and Post examination work will not be allowed for Intermediate Pre and Post Examination work.

PART B

- i) The bidder must have on his pay role at least 100 Technical and administrative Employees in India for the proper execution of the contracts.
- ii) The bidder should have sufficient number of Trained Supervisory Staff to supervise the works as in the Bid Document.
- iii) The bidder should also mention any other relevant and important information which is directly or indirectly connected with the proper execution of the contract.
- iv) The Bidder must arrange Primary Data Center along with provision of Disaster Recovery (DR).
- v) The Data Center and DR site should be located within India.
- vi) The Data Center must provide multi-tier security with the provisions to handle human and machine intrusion.

3. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the bid. Board will in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

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. Details of Work.
- vi. Technical Bid.

- vii. Financial Bid
 - viii. **Annexure-2.** (Undertaking on a Stamp Paper of Rs. (as applicable).
 - ix. Bid Security Form.
 - x. Checklist for Technical Bid
 - xi. Performance Security Bond Form.
 - xii. Consent for selective activities.
 - xiii. All sections and Annexures.
- 4.2 The bidder must have facility for processing, printing under one roof and in a secured environment.
The bidder must have following facilities: -
- i. Heavy Duty Laser Printer. (Total laser printing capacity at least 10000 ppm)
 - ii. 100 Computer/Laptop System with minimum i3/i5 or its equivalent configuration.
 - iii. Data Transmission facility.
 - iv. Power Backup Genset/UPS facility.
 - vi. High speed Broadband and FTP connection facilities
- 4.3 The bidder is requested to examine (**SECTION-II**) 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.
5. Copy of Documents required to be submitted for establishing Bidders Eligibility and Qualifications.
The sealed cover of technical bid should consist of the following Documents: -
- (i) 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.
 - (ii) Self-attested one recent passport size photograph (s) of the Bidder or the

Authorized person or person (s) of the firm/Company/Agency with Name, Designation, Office/Residential address and office Telephone Number, whether the bidder is a sole proprietor/ Partnership Firm and if Partnership firm, Name, Addresses and Telephone Number of Directors/Partners must be furnished and enclosed.
 - (iii) Partnership Deed in case of Partnership firm. The bidder must enclose the Articles of Association (In case of Company), by laws and Certificate of Registration (In case of Registered Co-operative Society).
 - (iv) An under taking on as Stamp Paper of Rs. (as applicable)- as per the given format in **Annexure-2.**
 - (v) Self-Attested copy of PAN Card, VAT/CST Registration.
 - (vi) Self-Attested copy of ISO Certification.
 - (vii) Self-Attested copies of Annual Income Tax Returns of Previous any 3 years (2014-2014, 2014-2015 and 2015-2016, 2016-2017) financial years.

- (viii) Proof of Satisfactorily Performance execution of similar works as specified in the eligibility criteria.
- (ix) An Affidavit that the Firm/Company/Agency/Society has not been debarred and/or Blacklisted in the last five years.

Apart from the above the related documents in support of the following required to be submitted:

- (i) Manpower on role (Different Categories).
- (ii) Number of Trained Supervisory Staff.
- (iii) Any Other relevant information.
- (iv) Primary Data Center.
- (v) Data Center Location.
- (vi) Multi-tier Security of Data Center.

Please ensure that all the above documents are to be given page no and the same, to be entered in the Part A and Part B of Checklist for Technical Bid as per the **Annexure-3**.

6. **Amendment to Bid Document**

- i) At any time, prior to the date of submission of bid, The Board may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- ii) Any amendment/addendum in the website (<https://www.eproc.bihar.gov.in>) and www.biharboard.ac.in tender only and this amendment /correction will be binding.

7. **Documents comprising the Bid**

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

- i. Documentary Evidence established in accordance with (**Annexure-3 & 4**) and as detailed in (**SECTION- II**), that the bidder is eligible to bid and is qualified to perform the contract.
- ii. Bid Security furnished in accordance with **SECTION- VIII**
- iii. A clause by clause compliance as per **SECTION- II**.
- iv. Bid Form and price schedule completed in accordance with **SECTION-II**.

8. **Undertaking (Bid Form)**

The bidder shall complete the undertaking (Bid Form) and the appropriate price schedule furnished in the bid document covering the services to be rendered and price schedule as per Section–VII.

9. **Bid Price.**

- i) The bidder shall quote financial bid strictly as per given respective stage under e-Tendering.
- 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- II**), and special conditions (**SECTION-IV**) shall be given. In case of deviation, a statement of deviation shall be given.

11. **Bid Security**

11.1 The bidder must deposit bid security as prescribed for the various works. The Bid Security should be in the form of Demand Draft in favour of – Secretary, Bihar School Examination Board, Patna

11.2 The successful bidder’s security will be discharged upon the bidder’s acceptance of the award of contract satisfactorily in accordance with **SECTION-V** and furnishing the performance security along with agreement (non-judicial stamp paper of Rs-as applicable), within 7 days from the date of award.

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

- a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- b) If the successful bidder fails
 - i) To sign contract in accordance with **SECTION-II & V**.
 - ii) To furnish performance security in accordance with clause-2 of **SECTION-II**.
 - iii) A bid not secured in accordance with para 11.1 shall be rejected by the BOARD as non-responsive at the bid opening stage and returned to the bidder unopened.
 - iv) The bid security of unsuccessful bidder will be discharged / returned as early as possible as but not later than 30 days after the expiry of the period of bid validity.

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

The bidder shall prepare one complete set of Bid and **each page should be Stamped and signed.**

- 12.1. The original copy of the bid shall be typed or printed and all pages numbered consecutively and shall be signed by the bidder or by a person duly authorized to sign the contract.
- 12.2. The over writing / erasures in the bid made by the bidder shall be attested by the person signing the bid.

13. **Submission of Bid.**

- 13.1 The bid should be submitted online mode through e-tendering (<https://www.eproc.bihar.gov.in>) only before due date and time.

14. **Bid Opening**

Bihar School Examination Board, Patna shall open bids through online e-Tendering

(<https://www.eproc.bihar.gov.in>) platform.

15. **Evaluation**

- 15.1 Bihar School Examination Board, Patna shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
- 15.2 If there is a discrepancy between words and figures the amount in words shall prevail prior to detail evaluation. Bihar School Examination Board, Patna will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid document without material deviation. A bid determined as substantially non responsive will be rejected by Board.
- 15.3 Technical bids will be evaluated by a committee. Financial bids of only those bidders will be opened who are found suitable and eligible as per technical bids and inspection and who participate in the demonstration of the capabilities.
- 15.4 Board shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered as indicated in the Financial Bid in **SECTION VII** of the bid document.
- 15.5 **Premises of bidder/agencies may be visited/inspected by the Board officers to ensure competency and capability of the agency without disclosing the date of visit.**
- 15.6 Before finalizing the Quoted Rates in the Financial Bids of the qualified Bidders in terms of their Technical Bids, the rates will be reviewed and finalized.

16. **Award of Contract**

Bihar School Examination Board, Patna shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially 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 along with copy of agreement on non-judicial stamp paper of RS (as applicable) In case of **delay, Rs 5000/- per day** may be imposed as penalty which will be deducted from the first bill of the agency.

17. **Right to vary quantities**

Bihar School Examination Board, Patna will have the right to increase or decrease the required volume of work 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**

- 18.1 Signing of Agreement shall constitute the award of hiring contract on the bidder.
- 18.2 Upon the successful bidder furnishing the Performance Security the Board shall discharge its bid security.

19. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of **SECTION-III, IV & V** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event Board may make the award to any other bidder at the discretion of Board or call for new bids.

20. **Period of validity of bids**

- 20.1. The bid (Technical & Financial) shall remain valid for 180 days after the date of opening of financial bids. A bid valid for a shorter period may be rejected by Board as non-responsive.
- 20.2. A bidder accepting the request of Board for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.
- 20.3. Validity of the bid (Financial bid) may extend by mutual consent of both the parties.

21. **Mode of Payment of various fee**

Examination fee, with or without late fee deposited by the candidates, heads of the institutions or by anyone else, is to be paid to the Board either through the challan or through the payment gateway mode. The prospective bidder must take into account the mode of payment of fee in its online application method and data processing for work. The Board reserves the right to decide the name of the Bank/Banks for receiving payment through the challan mode And/or payment gateway Mode in the banks. Bank account number will be intimated by the Board. Conditions as to time-fee-performance (Time means Time-Frame, Fee means Fee-slabs, Performance means Mode/Schedule of fee-collection) shall be always regarded as essence of the contract.

22. **Reconciliation of various fee**

The Examination fee for all the works with or without late fee etc. deposited by the candidates, heads of the institutions or by anyone else either through the bank challan or through the gateway payment is to be reconciled timely and it will be the sole responsibility of the prospective bidder to reconcile the various fee and provide the related data / Reports in a stipulated period as communicated by the Board. **Agency Can tie-up with any nationalised bank If agency wants BSEB, agency and Bank to enter in tripartite agreement then same can also be done.** Soft copy of MIS shall be provided by the Bank to the vendor on daily basis **and all the reconciliation will be done within 7 days of each activity of payments. Failing to do the reconciliation will result in a penalty of Rs 1000/- per transaction which will be charged from Agency.**

23. **End to End Solution for various works**

The prospective bidder must provide the end to end solution with the least paper work for the various works as mentioned in the request for proposal as in Section III, by using the latest technology in the field of information and communication.

24. **Grievances-Redressal Mechanism and other Support Services**

For any difficulty/grievances faced/felt by the candidates or the heads of the institutions or by anyone at the end user needs to be promptly attended by the prospective bidder online as well as offline and creation of the call center as per the requirement given by the nodal officer of the board. The bidder/vendor must take all necessary steps to ensure that absolutely no difficulty of any kind is faced by anyone during the entire process of online mechanism for various works. In case of any difficulty, make such a technological arrangement that the difficulty is detected/pointed out and at the same time the solution/remedy for the same be provided for immediate solution online only. The provision of SMS and Email alerts, and onsite updated information is to be made by the prospective bidder. The required support as and when needed by any of the end user is to be provided through emailing and by arranging toll free number for 10 AM to 6PM till the requirement period. The overall purpose of the above mechanism is to ensure that the online services remain hassle free, time saving, cheaper, more convenient and user friendly. Daily basis report of grievances received, redressed, pending if any must be provided to the competent authority of the Board online only.

25. **Creation and Providing of Training Modules**

The prospective bidder is expected to create and provide training modules and FAQ related to the various works. The training modules comprising audio video technique are to be uploaded on the site so that the users of the online services find it useful and convenient while entering the required data for various work/activities. The Heads of the institutions, the students and the candidates or any other users must find the training modules purposeful, meaningful, relevant & catering to their needs and requirements. The overall purpose of the training module is to facilitate the online application of the various services. Further, the employees of the branches concerned of the board, are to be provided adequate information, technique and processes involved in the online application of various services by imparting training through a short program.

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 by the BOARD.

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 BOARD' for accepting the bid as Performance Security.
- 2.2 Performance Security shall be submitted in the form of Demand Draft 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 contractor fails or neglects any of his obligations under the contract it shall be lawful for BOARD 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

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

4. PAYMENT TERMS

- i) No advance payment will be made under any circumstances. Payment may be made by the board to the firm/agency on the basis of the total no. of candidates for whom admit cards are generated for appearing the exam of the work concerned.
- ii) 40% payment shall be made after successful completion of pre examination work on submission of bills in duplicate after submission of bill within 30 Day.
- iii) 40% payment shall be made after successful completion of post examination work on submission of bills in duplicate and after deducting lab test charges/ mistakes/penalty if any, as per terms & conditions on submission of bills in duplicate after submission of bill within 30 Day.
- iv) 20% After Final Handover on submission of bills in duplicate after submission of bill within 30 Day.

5. Termination of Contract

- 5.1 BOARD may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.
 - i) If the contractor fails, to execute the job within stipulated time frame or to provide Data/reports accuracy as desired or to the entire satisfaction of BOARD.

- ii) If the contractor fails to perform any other obligation (s) under the contract.
- 5.2 BOARD 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 contractor, in above circumstances. And the contractor shall be liable for any loss or damages which the BOARD may sustain by reason of such failure on the part of the contractor.

6 Termination for insolvency

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

7 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 BOARD 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.

8. Arbitration

- 8.1 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 the sole arbitration of the

Chairperson, Bihar School Examination Board, Patna or his Nominee. 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 Chairman, Bihar School Examination Board, Patna or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chairman, 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 Chairman, Board of School Education Bihar or the said officer.

- 8.2 The venue of the arbitration proceeding shall be Office of the Chairman, Bihar School Examination Board, Patna or such other place as the arbitrator may decide.

9. Set Off

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BOARD and set off the same against any claim of BOARD for payment of a sum of money arising out of this contract or under any other contract made by contractor with BOARD

10. MSL Agreement:

MSL agreement should be signed by service provider with BSEB_for defining the service condition .

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. BOARD reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BOARD.
4. BOARD 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 by the Contractor, is permissible by BOARD. However, the prospective bidders may be allowed to sublet certain identified ancillary activities (as deemed appropriate, proper and exigency of the situation/circumstances) of the major works with the prior permission of the Competent Authority of the Board.
6. The near relatives of all BOARD 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), and 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).
7. The Tenderer (s) should give a certificate (in format as **SECTION-X**) to the effect that none of his/her such relative is working in BOARD 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 earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BOARD 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.
8. Board reserves right to counter offer price against price quoted by the bidder. Board reserves the right to divide the work among more than one bidder depending on the capability of bidder.
9. The details of the system designing and programs will have to be provided to the Board. All Application software modules will be the property of Bihar School Examination Board, Patna and agency will provide a working copy of all software Module (Source Code) with training to at least two employees of the Board, if required by the Board.

10. The time schedule may be required to be adjusted as per requirements of the BOARD from time to time as the work of processing of results is very crucial and is highly time bound. In case of any delay in supplying the desired report or services on the part of the computing agency, it shall be liable to pay charges of **Rs10000/- per day** to the BOARD. The **Secretary of the Board is empowered** to penalize the agency. If any cost is incurred by the Board in the form of Over-Time or any other means because of any delay on part of the Contractor, the same may also be recovered from the Contractor either fully or partially.
11. The allotment of works will be for the Academic Year 2017-2018 (Compartmental & Annual). In case of exceptionally good performance of the party as evaluated by the Board, the work may be further extended for two years on each year basis. The Board may allot the work for all examination or may divide the work between two agencies as per decision of the **Chairman of the Board**. Board may rotate the activities among the agencies in any session in view of performance and capabilities.
12. The computing 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 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.
13. Plain stationery for printing of reports and pre-printed stationery for printing of various certificates (with all security features) will be supplied by the board. Stationery will be of following standard: -

Sr No	Item	Specs	Approx quantity (may vary as per decision of BSEB)
1	Plain Stationery	70 Gsm (A-4/FS/C.S)	As per boards requirement
2	Registration Register	Sheet on 80 Gsm Cream wove paper of size (15"x12") (2 part into 2 times) carbon interleaved, maximum 12 candidates detail in each page.	For 19L students
3	Registration Card	100 Gsm Cream Wove A4 Size paper (2x1) along with security features UV seal, common seal, sookshmakshar, copy-N-check & background monogram printing	19L
4	Tabulation Register	Sheet on 80 Gsm Cream wove paper of size (15"x12") (2 part into 2 times) carbon interleaved, maximum 12 candidates detail in each page.	For 19L students
5	Mark Sheet -	100 Gsm Cream Wove A4 Size paper (1x1) along with	19L

		security features specified in no (4) of SECTION-V , scope of work	
6	Provisional Certificate (Secondary)	100 Gsm Cream Wove A4 Size paper (2x1) along with security features UV seal, common seal, sookshmakshar, copy-N-check & background monogram printing	9L
7	Migration Certificate (Secondary)	100 Gsm Cream Wove, Size (15"x12") (2 in 1) in single part, single size along with security features UV seal, common seal, sookshmakshar, copy-N-check & background monogram printing	As per boards requirement
8	Original Passing Certificate ()	105 Gsm A4 Size paper in cut sheet with features specified in no (4) of SECTION-V , scope of work	9L

14. Gramm age test (Lab test) of the stationery, supplied by the Agency to the Board or used for printing of various examination reports, will be got done by the Board on random sample drawn and cost of lab test shall be deducted from the bill of the agency. In case of under or over grammage (other than specified IS+- standard), agency will be panelized as reasonably decided by the Secretary in any case penalty will not be less than Rs. 40,000.
15. The payment will be made by the board to the firm/agency only after successful completion of work concerned (as the case may be).
- 15.1 Payment for Pre-examination will be calculated on the basis the actual number of candidates for whom the admit cards are generated for appearing for the exam, Scope as per **SECTION-V**.
- 15.2 Payment for Post-examination will be calculated on the basis of all the successful candidate's work as defined in Post-examination activity in complete, scope as per **SECTION-V**.
16. Data / Reports delivery to the Board and receipt of Data from Board, as per schedule, will be the responsibility of the agency. Labour charges in any case shall be borne by the agency.
17. The data prepared will be the property of the Board and the computing agency will have to supply all copy of the updated data file on portable hard disk as and when required by the Board. Data will not be erased without written permission of the Board at least for two years from the date of completion of work as a precautionary measure.
18. The agency will be required to supply a number of edit/check lists and updates in pre and post examinations processing till all mistakes are removed to the entire satisfaction of the Board.
19. All type of data checking will be the responsibility of the computing agency.
20. The agency will have to ensure 100% accuracy of the inputs and outputs.
21. Wastage of stationery supplied by the Board while testing/printing should not exceed 0.5 %.
22. The errors other than input documents errors (i.e. all type of documents/information, poor quality of photo/sign or any kind of stationery supplied by the Board) shall be the responsibility of the computing agency. For a mistake observed after completion of

work, the agency will have to pay charges as under: -

- 22.1 Any mistake in particulars. (Name, DOB, FName, School Name) @ Rs.1500/- per candidate.
- 22.2 For change in photo /sign on certificates @ Rs. 2000/- per candidate.
- 22.3 For wrong declaration of result @ Rs. 5000/- per Candidate.
- 22.4 Web page for Form fillup must open within 6 Seconds.
23. Any kind of Updates of the data after declaration of the result if required will have to be done by the agency within 24 hours without any extra charges.
24. 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.
25. The agency will have to supply copies of each report as intimated by the Board.
26. The Scope of work of Section-V may be awarded/allotted to two different firms by nearly dividing the volume of work into two equal parts preferably District wise (The decision of Secretary/Chairman for division of data will be final and binding to the bidder).
27. If a firm fail to meet the satisfactory level of work and unable to meet the time line fixed by the office, in that case the Secretary is empowered to shift the allotted work to the Second firm and the payment of the first firm will be forfeited.
28. For the work the selected firms will share the data with each other as per structure (File Description) provided by the Board, to generate the various reports at state level.
29. For the work the selected firms will prepare the backend coding/programing for Web Portal for the users as per guideline given by the Board. Same user interface will be developed by both the firms.
30. It is the responsibility of firm to provide the services of Dedicated High-end Server in Cloud Computing Environment in Indian-pacific zone to meet the satisfactory level even in the peak stage of data insertion by the users.

SECTION-V

DETAILS OF VARIOUS WORKS

The Name of the Work: Pre and Post Examination Processing of the Candidate data for Secondary Examination compartmental 2018 & Annual 2018.

A. SCOPE OF WORK

This Board conducts Secondary Examination (annually and compartmental exams) for the students, who are the regular/private students of the schools affiliated with this Board. The compartmental Examination is likely to be commenced tentatively from the first week of July 2017. There will be different sets of Pre & Post examination activities for compartmental/Annual examinations. There are various stages and activities in the schedule which is to be finalized by the Board for the smooth completion of Pre Exam Phase and Post Exam Phase related to Secondary Examination. The Board expects from the prospective bidders to provide “**End to End Solution**” for the above works with least paper work. The data related to the Staff (Teachers) of the schools are to be captured online for the compartmental & academic year 2017-2018.

Basic Activities:

Following are the basic activities to be carried out for pre & post examination processing but not limited to:

1. System Analysis & Design.
2. Development of web portal for online application of candidates and its testing on the data provided by the board
3. Provide user-id and password to all schools.
4. Online candidate Registration and Examination application form (By School Login) with Photo and Signature for uploading online.
5. Provide online update facilities at various levels as defined by the Board.
6. Generate school and exam-wise fee challan and forwarding list
7. Integration of payment gateway in web portal for fee collection and **payment reconciliation**. In any case double payment should not be allowed by system design. All the payment reconciliation should be done within 7 days of activity receipt of MIS in soft copy from Board's Bank.
8. Conducting of online Registration/Exam Form filling exercise.
9. Generation of **registration card**, Admit cards online.
10. Printing & supply of Pre-Printed stationery – various certificates.
11. Registration and Admission data processing.
12. Result processing & report generation as per BOARD's formats and requirement.
13. Packeting, supplying of all items (Output data) to BSEB office at Patna.
14. School/college Staff details form.
15. Production & supply of result statistics along with reports in hardcopy & softcopy in the format as desired by the Board.

(1) PRE-EXAM PROCESSING ACTIVITIES

Following Pre-Examination Activities have to be carried out by the Agency for Secondary (Compartmental and Annual)

1. System Analysis & Design – By Agency
2. Development & Hosting of web portal for online exam form for candidate and its testing on the data provided by the board – By Agency
3. Provide User-ID and Password to all Schools (List of schools given by the board) – By Agency.
4. Conduct online registration form fill up process with final editing facility– By Agency
5. Generation of Registration card Online and in Hard copy, Registration Register– By Agency

Registration Register:-

Sheets have to be printed in duplicate on pre-printed stationery (15” x 12” as per sample given by Board), bound in cloth and top hard board (Just like book binding) for The Board’s Office use , Maximum 100-125 pages to be bound in one Tabulation Register (Roll Code wise) book.

6. Software should have provision of upload sent-up result before filling of examination form online and same should be verified/checked before examination form filling– By Agency
7. Conduct Online Examination form fill-up of all the eligible candidates for the compartmental Examination – By Agency
8. Integration of Payment Gateway in web portal for fee collection – By Agency
9. Fee Collection to be done also with Bank Challan – By Agency
10. Examination form must have Provision to collect - **Mobile No, Aadhar No and Email ID** of the candidates – By Agency
11. School can access the entire details of their attached candidates, so that the school may correct errors if any.
12. Agency will Produce:
 - i. Candidate’s Master Check-list
 - ii. Subject and District wise No. of students (Hard and Soft Copy)
13. Board Will provide district wise center of Examination to the Agency
14. Accordingly, Agency will arrange Admit Cards to be available for download, mentioning the name of center of examination and other details through the School Login.

Printable on A4 size

- i) Upper half -> Admit card detail
- ii) Lower half -> Instructions

15. Admit Cards should also be available to be downloadable from Digilocker at www.digilocker.gov.in. (For all the students with Aadhar No) This is to be done by the Agency.

16. There should be space provided on admit card so that the Head of School/college put his Signature and stamp and distribute these admit cards among their Candidates.
17. Agency Will Produce, Print & Supply Following Reports/Details/Printed Stationery together school code wise packed in poly-bag for secondary.
 - (i) Roll Sheets – In 2 (Two) Copies – (15” x 12”) on EZR paper
 - (ii) OMR based Attendance Sheet with Photograph in Water Proof bags (Packed Examination Center-wise). A4 size, five candidates on one sheet 60 GSM. OMR based attendance sheet to be scanned by agency and do the finalization of attendance Data and match same with master data. The agency will have to ensure that OMR sheets of size 11.25” x 8.25”, moisture free quality of paper (100 GSM JK Maplitho/Bond/Sinarma paper), printing quality, ink used in printing and printing spacing are as per industry standard to be used on OMR. OMR design to be decided by BSEB.
 - (iii) Dispatch Statement - In 4 (Four) Copies. Book type (format provided by Board) of 50 set, 150 pages in a book, with cover and Printed on cover as -” Dispatch statement of Answer Book Intermediate – 201-”
18. The Board will make available the above mentioned materials to the examination centers.
19. Agency will provide all the reports related to Pre-Examination Activities in the format in soft copy and hard copy when required by the Board.
20. The Agency will provide these examination materials in different packets center-wise and district wise.
21. Penalty will be imposed in case of non-compliance of not adhering the time line per annexure.

(2) POST EXAMINATION ACTIVITIES

The Agency would process & generate, print report & certificate of the result and supply following items as per the Board’s format and requirement:

1. Agency will produce & supply list of absentees/present/expelled candidates Roll code wise.
2. Merging of raw award data file with absentee data file and printing of missing/wanted awards, duplicate awards with invalid details, removal of discrepancies and update both the files with corrections. Generating Exception list also to be provided.
3. Updating of master file carefully before printing of Tabulation Register.
 - i. **Tabulation Register for Secondary**
Sheets have to be printed in duplicate on pre-printed stationery (15” x 12” as per sample given by Board). First part to be bound in cloth and top hard board (Just like book binding) for The Board’s Office use and second part for school is without binding. Maximum 100-125 pages to be bound in one Tabulation Register (Roll Code wise) book.

- ii. Final Tabulation Register have to be printed after making necessary correction in duplicate on pre-printed stationery. Both parts separately bound as mentioned above.
- 4. Making available examination results in scheduled time without fail.
 - i. Making available 2 (Two) Copies of Result Summary.
 - ii. 80 CDs containing Roll Code, Roll No, Name of the candidate and Total marks
 - iii. 10 CDs containing complete details of all candidates as printed in tabulation register.
- 5. Result Hosting & Making Results available online for 2 Months from the date of publishing.
 - i. Result shall be available in downloadable format, view and send as email.
 - ii. Results will be available through the link at www.biharboard.ac.in as web form.

(3) PRINTING & SUPPLY OF CERTIFICATES

All Pre printed stationary for printing marksheets and certificates will be supplied by BSEB at location specified by agency and Agency has to print the variable data of students on stationary and should supply all marksheet and certificates in one go. Printing of Individual certificates (all successful) and supplying the same in water proof bags (Packed Roll Code wise) on pre printed stationary to be supplied by BSEB.

1) Secondary Examination

- i. **Registration Card:** 100 GSM Cream wove A4 Size paper (2x1)
- ii. **Marks Sheet** – 100 GSM Cream wove A4 Size paper (1x1) along with Security feature as specified below in security features section.
- iii. **Provisional** - 100 GSM Cream wove A4 Size paper (2x1)
- iv. **Original Certificate** – 105 GSM, A4 size paper in cut sheet with security features as specified below in security features section
- v. **Migration Certificate** - 100 GSM Cream wove A4 Size paper (1x1)

(4) SECURITY FEATURES FOR CERTIFICATES:

Marks Sheet & Original Certificates (Secondary) must contain following variable security features on pre printed stationary (to be supplied by BSEB):

- i. M-Certificate (For Verification)
- ii. QR Code (For Verification)
- iii. Black & White Photograph of the candidate

(5) DIGILOCKER INTEGRATION OF CERTIFICATES:

The agency must arrange & ensure that all the Certificates (Marksheet, Provisional, Migration, Original Passing Certificates etc) of the candidates (Having Aadhar No.) are in digital format & available at DigiLocker at www.digilocker.gov.in within time frame as given by the board.

(6) SMS & EMAIL ALERTS:

Student should get SMS & Email alerts on following occasions:

- i. Exam form successfully submitted

- ii. At the time of Admit Card available for download
- iii. Exam Center Details for candidate
- iv. Result Declaration
- v. Certificate available for download from DigiLocker with Link

(7) RESULT STATISTICS

Following Result Statistics but not limited to, to be provided by the Agency

1. Category wise (SC/ST/BC-I/BC2/General/Minority) Result Classification as indicated in data copy.
 - i. District Wise
 - ii. Division Wise
 - iii. Overall
2. District wise and school/college wise pass percentage result
3. Subject wise pass percentage of each school/college
4. District-wise and School/College wise Rural/Urban School List Separately
5. List of Schools/college from where candidates with Bengali/Urdu/Oriya/English appeared along with their Number
6. Result statistics under the following heads in four copies for Male & Female candidates separately under each category of Regular, Ex-Regular and Private Candidates
7. Make Available Other Statistical reports as required by BSEB
8. Number of Enrolled for Exam
9. Number of appeared for Exam
10. Number of Students passed in 1st Div.
11. Number of Students passed in 2nd Div.
12. Number of Students passed in 3rd Div.
13. Total Number of successful students
14. Percentage of successful Candidates
15. Number of students passed on account of different regulations of the Board
16. Number of SC/ST/BC-1, BC-2/Gen/Minority candidates enrolled and passed (Separately for each category) with percentage for regular and private candidates.
17. Subject wise pass percentage figure (District-wise)
18. Center-wise / District-wise result statistics
19. Overall merit list of Male and female candidates separately
20. Division and district wise merit list for male & female candidates separately
21. Minority candidates Male/Female result statistics with 1st Div, 2nd Div, 3rd Div with Pass Percentage.
22. Any other statistical data which the Board may ask as and when required.

(8) PRE-PRINTED STATIONERY (Blank) FOR FUTURE USE BY BOARD

Following Pre-Printed Blank stationery (with the same stationery specifications as described in) is to be provided by the board.

Sr No	Item	Specs
1	Registration Card (Secondary)	100 Gsm Cream Wove A4 Size paper (2x1) along with security features UV seal, common seal, sookshmakshar, copy-N-check & background monogram printing
2	Mark Sheet (Secondary)	100 Gsm Cream Wove A4 Size paper (1x1) along with security features specified in (4) of SECTION-V
3	Provisional Certificate (Secondary)	100 Gsm Cream Wove A4 Size paper (2x1) along with security features UV seal, common seal, sookshmakshar, copy-N-check & background monogram printing
4	Migration Certificate (Secondary)	100 Gsm Cream Wove, Size (15"x12") (2 in 1) in single part, single size along with security features UV seal, common seal, sookshmakshar, copy-N-check & background monogram printing
5	Original Passing Certificate – Annual (Secondary)	105 Gsm A4 Size paper in cut sheet with features specified in (4) of SECTION-V
6	Original Passing Certificate - Compartment (Secondary)	105 Gsm A4 Size paper in cut sheet with features specified in (4) of SECTION-V

B. VOLUME OF WORK

As per the available data related to the candidates who have appeared in the Secondary Examination in last 3 years. The approximate figure is given as below.

Examination	Year	Annual (approximately)	Compartment (approximately)
Secondary	2014	13.38 Lacs	72,000
	2015	14.24 Lacs	87,000
	2016	16 Lacs	--
Sr Secondary	2014	9.97 Lacs	Not conducted
	2015	12.19Lacs	Not conducted
	2016	11.53Lacs	--

C. TENTATIVE PERIOD DURING WHICH THE WORK IS TO BE DONE

The entire work from the registration of the candidate data till the issuance of Certificate of Qualification/Partial Achievement/Participation is to be completed in such a time bound/scheduled manner so that the candidates can take future course of action for Re-Exam/Admission in next class.

Generally, for Annual Exam, Pre-Examination activities are done from July-2017 to January-2018 and Post Examination activities are done from february-2018 to June-2018, related to the March 2018 Examination.

Similarly, Pre- Examination activities are done from June-2017 to September-2017 and Post Examination activities are done from October-2017 to December-2018, related to the compartmental Examination candidates.

The above details are for reference only, which may vary as per BOARD's decision.

For the upcoming compartment examination 2017, actual dates would be notified to the Agency by the BOARD.

D. OBLIGATIONS OF BOARD

1. To supply soft copy of schools / center duly coded. The Board may provide the data of the students who got enrollment no. in their respective classes during the year 2016-2017, which will be used as backend data by the firm at the time of registration of candidate data for secondary exam.
2. To supply hard/soft copy of input documents, certificates/layouts used in the system.
3. To supply hard/soft copy of various reports to be prepared.
4. To supply hard/soft copy of important instructions / policies affecting the system.
5. To prepare time line of the system to provide end to end solution.

6. To approve layout of report formats.
7. To provide any other intermediate information required for the system.

E. OBLIGATIONS OF AGENCY

Apart from All the work under SECTION -V in scope of work,

1. To set up **HELP DESK** from **10:00AM to 6:00PM on every day** at Board Premises having trained, **Call center qualified and suitable staff (Minimum Ten in number) with 2 computer diploma certified supervisor** to provide back-end support for **the duration of Registration, Examination Form fill-up process and for 15 days after Result declaration. HelpDesk staff will be fully trained by agency.** Apart from Help Desk,

2. PROFESSIONAL SUPPORT AVAILABLE:

S. No	Skilled Manpower	Desired Skill Set and Experience	No Of Staff
1	Project Manager	MBA + 5 years Exp in managing project	1
2	Software Manager	B.E/B.Tech/MCA/BCA + 5 years Exp of managing IT resources and handling examination related data	1
3	DBA	B.E/B.Tech/MCA/BCA + 3 years Exp of handling examination related data	1
4	staff for manual / Data checking work	Computer Diploma + Data Entry Experience	3
5	HelpDesk staff	Intermediate with Call center experience	7

A Toll-Free Number is to be arranged Round the Clock. **SMSs and Email** alerts are also to be provided as and when required by the system.

SMS & Email Alert to be sent within 5 minutes to the candidate but not limited to, as per No- **(6) of SECTION-V.**

2. Backup of data base and images on Hard Disk are required by the Board for all the different stages along with the first stage of database, but not limited to, i.e. (1) at the time of registration of students and teaching staff within seven days after the last date of registration etc. (2) after the allotment of Roll Numbers. (3) At the time

of Center allotment and admit card generation. (4) Fictitious Roll Number data bank with bar code at the time of award OMR sheet printing. (5) After completion of scanning award data. (6) Post phase candidate master before final award posting but along with old posting, UMC, RLF, Cancelled, Gap Cases, etc. (7) Final result file after applying pass formula. (8) Web files with fictitious roll number inbuilt subject wise.

SECTION-VI

Bihar School Examination Board, Patna.

TECHNICAL BID

Technical Bid for Pre & Post Processing of examination along with Printing of various reports and Certificates etc for the Compartmental 2018 & Annual 2018 (Secondary).

(* Please attach relevant documents only as per Annexure- 3)

i. **ABOUT THE FIRM**

1	Year of Establishment	
2	Type of firm (Proprietary/Private/Public/Govt.)	
3	Total Turnover during (Attach proof) 2013-2014 2014-2015 2015-2016 2016-2017	
4	Whether the firm is Income Tax payee (Attach proof)	
5	Details of premises Owned/Rented Area in Sq. feet	
6	Quality Certification No, if any Details of Issuing Authority Validity of Certificate (Attach proof)	
7	Past experience in development of web-applications, hosting and examination data processing job of other Boards. Mention name of the organization (s), nature of jobs, volume of work in terms of No. of candidates handled every academic year/session (Attach copy of work orders)	Year, organization, volume 2013 2014 2015
8	Name and contact number of officials to whom you provided the above services.	
9	Mention PAN / TAN	
10	Have you ever been Blacklisted / Debarred? If no Attach affidavit	

ii. **PROFESSIONAL SUPPORT AVAILABLE:**

1	No. of web application designers having at least 5 years' experience.	
2	No. of Database experts having experience. In SQL server / Oracle	
3	No. of operators	
4	No. of staff for manual / Data checking work	
5	Computer systems / nodes (Nos, configuration)	
6	Data backup facilities	
7	Colored laser printers (Nos make, model speed)	

Details of Earnest Money deposit:

Certified that all the terms and conditions of this TENDER are accepted by us.

SECTION-VII

Bihar School Examination Board, Patna FINANCIAL BID

Financial Bid for entire processing of pre and post examination (Annual or Supplementary)- in view of activities mentioned in section V as Scope of Work /obligations section V (c) of Terms & conditions: -

RATES FOR THE WORKS INDICATED IN THE BID DOCUMENTS

Sr No	Work Description	Rate (in Rupees) (F _i)	Weightage (W _i)
1.	Rate for Pre Examination Activity for Secondary Examinations, as per the tender document. - Per Candidate	F1	W1 26.63
2.	Rate for complete Post-Examination Activity for Secondary Examinations, as per the tender document. - Per Candidate	F2	W2 26.28
3.	Rate for Printing with stationary for Secondary Examinations, as per tender document (Per Candidate)	F3	W3 26.28
	a. Printing & Supply of Different reports to be submitted to board as described in Pre & Post Exam Activity (under SECTION V of scope of work) Except Certificates – Per Candidate		
	b. Printing & Supply of All certificates as defined in No. (3) of SECTION V on pre printed stationary (to be supplied by BSEB)- Per Candidate		
	i. Registration card	F4	W4 26.28
	ii. Mark sheet	F5	W5 26.28
	iii. Provisional Certificate	F6	W6 10.59
	iv. Migration Certificate	F7	W7 10.59
	v. Original Passing Certificate	F8	W8 21.17

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

$$\text{Weighted average (F)} = \frac{\sum (W_i \times F_i)}{\sum W_i} = \frac{W1 \times F1 + W2 \times F2 + W3 \times F3 + W4 \times F4 + W5 \times F5 + W6 \times F6 + W7 \times F7 + W8 \times F8}{W1 + W2 + W3 + W4 + W5 + W6 + W7 + W8}$$

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

NOTE: 1. 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. The Financial bid is to be submitted through e-Tender mode only.

2. Rate should include the considering the transportation and timeline, manpower deployed as per annexure.

SECTION-VIII
BID SECURITY FORM

Whereas (Hereafter called “the bidder”) has submitted its bid dated..... For Tender No dated. atKNOW ALL MEN by these presents that We.....ofhaving our registered office at (Hereafter called “the bank”) are bound unto Secretary, Bihar School Examination Board, Patna in the sum of Rs.For which payment will and truly to be made the bank binds itself, its successor and assign by these.

THE CONDITION of the obligation are: -

- 1 If the Bidder withdraws its bid during the period of bid validity specified by The Bidder on the Bid Form; or
- 2 If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of Bid Validity.
 - (a) Fails or refuses to execute the Contract, if required, or
 - (b) Fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

We undertake to pay to the **Secretary, Bihar School Examination Board, Patna** up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, BOARD will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause-11 of section-II of the Bid Document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/ dates.

	Signature of the Bank Name
	Signed in Capacity of
Signature of Witness	Full Address of Branch
Name of Witness	Tel. No. of Branch
Address of Witness	Fax No. of Branch

SECTION-IX

PERFORMANCE SECURITY GUARANTEE BOND FORM

1. In consideration of Bihar School Examination Board, Patna (here in after called the BOARD) having agreed to exempt _____ (here in after called the said contractor(S) from the demand of security deposit/earnest money of Rs. _____ on production of Bank Guarantee for Rs. _____. For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, (name of the bank) _____ (here in after referred to as “the Bank”) at the request of _____ Contractor’s do hereby undertake to pay to the BOARD, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the BOARD, _____ by reason of any breach by the said contractor’s of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BOARD, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BOARD, _____ reason of breach by the said Bidder Terms & conditions contained in the said agreement or by reason of the contractor’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BOARD, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding RS. _____.

3. We undertake to pay to the BOARD, _____ any money so demanded not Withstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the BOARD,

_____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BOARD, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We -----(name of the bank) further agree with the Secretary, Bihar School Examination Board, Patna that the Secretary, Bihar School Examination Board, Patna shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the Secretary, Bihar School Examination Board, Patna against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the Secretary, Bihar School Examination Board, Patna or any indulgence by the Secretary, Bihar School Examination Board, Patna to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BOARD.

Dated: _____

For

(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance

SECTION-X

Declaration regarding near Relationship with BOARD Employee

I _____ S/o _____

R/o _____

Hereby certify that none of my relative(s) as defined in the Tender / Bid document is / are employed in BOARD. In case at any stage, it is found that the information given by me is false/ Incorrect, BOARD 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:

TENDER FORM FOR

1. Cost of tender: Rs5,000.00
2. Due date for submission of tender __/__/____ up to __:__p.m.
3. Opening time and date of Technical Bid __/__/____ at __:__ p.m.
4. Names, address of firm/Agency_____
- _____
- and Telephone numbers_____
5. Registration No. of the Firm/Agency. _____
6. Name, Designation, Address_____
- and Telephone No. of the Bidder or Authorized person of Firm/
Agency to deal with_____
7. Please specify as to whether_____
- Tenderer is sole proprietor/_____
- Partnership firm. Name and_____
- Address and Telephone No_____
- of Directors/partners should_____
- specified.
8. Copy of PAN card issued by Income Tax and copy of previous three
Financial Year's Income Tax Return_____
9. Provident Fund Account No. _____
10. ESI Number_____
11. License number under Contract Labour (R&A) Act, if any.

12. Details of Bid Security deposited:
(a) Amount: Rs. _____
(Rupees in words also) _____

13.Details of Tender cost, if Down loaded
from the website

14.Details of ISO Certification: _____

15.Any other information, if any: _____

16.Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder)

Name and Address (with seal)

ANNEXURE-2

**(ON A STAMP PAPER OF Rs. (As applicable))
UNDERTAKING**

Tender No. BSEB/ONLINE-01/2016-2017

Dated:

To

The Secretary

Bihar School Examination Board,
Patna-800017

(Name of the
Firm/Agency/Company) Name
of the tender

Due Date of Tender

Dear Sir,

1. Having read the conditions of contract and services to be provided, the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide the required Services for the work with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement as early as possible of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. 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.
4. 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.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof 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 Re-placement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of201

Signature of incapacity of

Duly authorized to sign the bid for and on behalf of ... Witness
.....

Address

Signature

Signature of the Bidder with seal

CHECKLIST FOR TECHNICAL BID**PART-A**

Sr. No	Documents asked for	Page number at which document is placed
1	Tender Document Fee and Earnest Money Deposit (Bid Security) to be submitted in the form of Demand Draft	
2	One Self-attested recent passport size photograph of the authorized person of the bidder, with name, designation, address, and telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners (As per Annexure-1).	
3	Self-attested copies of Partnership Deed/Articles of Association/Certificate of Registration	
4	Undertaking on a Stamp paper of Rs. (As applicable)/- as per the given Format, (as per Annexure-2)	
5	Self-attested copy of PAN card. Self-attested copy of VAT/CST Registration Number	
6	Self-attested copy of ISO 9001, 27001	
7	Total turnover during 2013-2014, 2014-2015 (attached copy) 2015-2016,2016-2017	
8	Self-attested copy of Annual Income Tax Returns of previous two years supported by audited trading, Profit & Loss Account and balance sheets for the last 3 financial years (2013-14,2014-15, 2015-16, 2016-17).	
9	Proof of satisfactorily execution of similar works as specified in the Eligibility Criteria as per SECTION IV , Clause 5. (vii). Names of the Key Persons and their Contact No. of the organization concerned be mentioned	
10.	Self-Attested copies of execution of examination work for at least Five lacks candidates	
11	An affidavit that the Firm/Company/Agency/Society has not been de-barred and/or black listed in the last five years.	

Signature of the Bidder with Seal

CHECK-LIST FOR TECHNICAL BID

PART-B

Sr. No	Information to be Provided	To be filled by the Bidder	For Office Use
1	Manpower on roll (different categories)		
2	Number of trained supervisory staff		
3	Any other information		
4	Primary Data Center along with provision of Disaster Recovery		
5	Location within India of Data Center and Disaster Recovery Site		
6	Multi-tier Security Provision associated with the Data Center		

Note: Photocopies of all necessary documents, duly self-attested must be attached for verification of the information provided.

Signature of the Bidder with seal

Note: Photocopies of all necessary documents, duly self-attested must be attached for verification of the information provided.

Time Frame of Each Activity

Sr. No	Activity	Timeline	Location	Penalty(In Delay and not done in proper way)
1	Hosting of Application for Registration	As decided by board timeline	On Web	Rs 1,00,000/- per hour delay
2	Registration card and Registration Register in Hard Copy	7 days after generating the registration no online	Board	Rs 10,000/- per day delay
3	Hosting of Application for Examination Form Fill-up process	As decided by board timeline	On Web	Rs 1,00,000/- per day delay
4	Roll Sheet, Attendance sheet and dispatch memo	3 days after generating the admit card online	Board (District wise, center wise packeting)	Rs 10,000/- per day delay
5	Mark sheet, Provisional certificate, Migration Certificate, TR	7 days after publishing the result online	Board (District wise, school wise packeting)	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**

1. **Right to vary quantities**

- a. Bihar School Examination Board, Patna will have the right to increase or decrease the required volume of work 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.

2. **Signing of Contract**

- a. Signing of Agreement shall constitute the award of hiring contract on the bidder.
- b. Upon the successful bidder furnishing the Performance Security the Board shall discharge its bid security.

3. **Annulment of Award**

- a. Failure of the successful bidder to comply with the requirement of **SECTION-III, IV & V** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event Board may make the award to any other bidder at the discretion of Board or call for new bids.

4. **Period of validity of bids**

- a. The bid (Technical & Financial) shall remain valid for 180 days after the date of opening of financial bids. A bid valid for a shorter period may be rejected by Board as non-responsive.
- b. A bidder accepting the request of Board for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.
- c. Validity of the bid (Financial bid) may extend by mutual consent of both the parties.

5. **Mode of Payment of various fee**

- a. Examination fee, with or without late fee deposited by the candidates, heads of the institutions or by anyone else, is to be paid to the Board either through the challan or through the payment gateway mode. The prospective bidder must take into account

the mode of payment of fee in its online application method and data processing for work. The Board reserves the right to decide the name of the Bank/Banks for receiving payment through the challan mode And/or payment gateway Mode in the banks. Bank account number will be intimated by the Board. Conditions as to time-fee-performance (Time means Time-Frame, Fee means Fee-slabs, Performance means Mode/Schedule of fee-collection) shall be always regarded as essence of the contract.

6. **Reconciliation of various fee**

- a. The Examination fee for all the works with or without late fee etc. deposited by the candidates, heads of the institutions or by anyone else either through the bank challan or through the gateway payment is to be reconciled timely and it will be the sole responsibility of the prospective bidder to reconcile the various fee and provide the related data / Reports in a stipulated period as communicated by the Board. **Agency Can tie-up with any nationalised bank If agency wants BSEB, agency and Bank to enter in tripartite agreement then same can also be done.** Soft copy of MIS shall be provided by the Bank to the vendor on daily basis **and all the reconciliation will be done within 7 days of each activity of payments. Failing to do the reconciliation will result in a penalty of Rs 1000/- per transaction which will be charged from Agency.**

7. **End to End Solution for various works**

- a. The prospective bidder must provide the end to end solution with the least paper work for the various works as mentioned in the request for proposal as in Section III, by using the latest technology in the field of information and communication.

8. **Grievances-Redressal Mechanism and other Support Services**

- a. For any difficulty/grievances faced/felt by the candidates or the heads of the institutions or by anyone at the end user needs to be promptly attended by the prospective bidder online as well as offline and creation of the call center as per the requirement given by the nodal officer of the board. The bidder/vendor must take all necessary steps to ensure that absolutely no difficulty of any kind is faced by anyone during the entire process of online mechanism for various works. In case of any difficulty, make such a technological arrangement that the difficulty is detected/pointed out and at the same time the solution/remedy for the same be provided for immediate solution online only. The provision of SMS and Email alerts, and onsite updated information is to be made by the prospective bidder. The required support as and when needed by any of the end user is to be provided through emailing and by arranging toll free number for 10 AM to 6PM till the requirement period. The overall purpose of the above mechanism is to ensure that the online services remain hassle free, time saving, cheaper, more convenient and user friendly. Daily basis report of grievances received, redressed, pending if any must be provided to the competent authority of the Board online only.

9. **Creation and Providing of Training Modules**

- a. The prospective bidder is expected to create and provide training modules and FAQ

related to the various works. The training modules comprising audio video technique are to be uploaded on the site so that the users of the online services find it useful and convenient while entering the required data for various work/activities. The Heads of the institutions, the students and the candidates or any other users must find the training modules purposeful, meaningful, relevant & catering to their needs and requirements. The overall purpose of the training module is to facilitate the online application of the various services. Further, the employees of the branches concerned of the board, are to be provided adequate information, technique and processes involved in the online application of various services by imparting training through a short program.

SECTION-III
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

3. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein by the BOARD.

4. Performance Security

- 2.2 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 BOARD' for accepting the bid as Performance Security.
- 2.5 Performance Security shall be submitted in the form of Demand Draft issued by a scheduled Bank.
- 2.6 Performance Security will be discharged after completion of bidder's performance obligations under the contract.
- 2.7 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BOARD 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

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

5. PAYMENT TERMS

- v) No advance payment will be made under any circumstances. Payment may be made by the board to the firm/agency on the basis of the total no. of candidates for whom admit cards are generated for appearing the exam of the work concerned.
- vi) 40% payment shall be made after successful completion of pre examination work on submission of bills in duplicate after submission of bill within 30 Day.
- vii) 40% payment shall be made after successful completion of post examination work on submission of bills in duplicate and after deducting lab test charges/ mistakes/penalty if any, as per terms & conditions on submission of bills in duplicate after submission of bill within 30 Day.
- viii) 20% After Final Handover on submission of bills in duplicate after submission of bill within 30 Day.

6. Termination of Contract

- 5.2 BOARD may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.
- iii) If the contractor fails, to execute the job within stipulated time frame or to provide

Data/reports accuracy as desired or to the entire satisfaction of BOARD.

- iv) If the contractor fails to perform any other obligation (s) under the contract.
- 5.3 BOARD 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 contractor, in above circumstances. And the contractor shall be liable for any loss or damages which the BOARD may sustain by reason of such failure on the part of the contractor.

8 Termination for insolvency

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

9 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 BOARD 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.

8. Arbitration

- 8.3 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 the sole arbitration of the

Chairperson, Bihar School Examination Board, Patna or his Nominee. 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 Chairman, Bihar School Examination Board, Patna or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chairman, 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 Chairman, Board of School Education Bihar or the said officer.

- 8.4 The venue of the arbitration proceeding shall be Office of the Chairman, Bihar School Examination Board, Patna or such other place as the arbitrator may decide.

11. Set Off

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BOARD and set off the same against any claim of BOARD for payment of a sum of money arising out of this contract or under

any other contract made by contractor with BOARD

12. MSL Agreement:

MSL agreement should be signed by service provider with BSEB_for defining the service condition .

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SECTION-IV
SPECIAL CONDITIONS OF CONTRACT

7. 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**.
8. 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.
9. BOARD reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BOARD.
10. BOARD reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
11. No Sub-Contracting by the Contractor, is permissible by BOARD. However, the prospective bidders may be allowed to sublet certain identified ancillary activities (as deemed appropriate, proper and exigency of the situation/circumstances) of the major works with the prior permission of the Competent Authority of the Board.
12. The near relatives of all BOARD 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), and 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).
10. The Tenderer (s) should give a certificate (in format as **SECTION-X**) to the effect that none of his/her such relative is working in BOARD 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 earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BOARD 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.
11. Board reserves right to counter offer price against price quoted by the bidder. Board reserves the right to divide the work among more than one bidder depending on the capability of bidder.
12. The details of the system designing and programs will have to be provided to the Board. All Application software modules will be the property of Bihar School Examination Board, Patna and agency will provide a working copy of all software Module (Source Code) with training to at least two employees of the Board, if required by the Board.

14. The time schedule may be required to be adjusted as per requirements of the BOARD from time to time as the work of processing of results is very crucial and is highly time bound. In case of any delay in supplying the desired report or services on the part of the computing agency, it shall be liable to pay charges of **Rs10000/- per day** to the BOARD. The **Secretary of the Board is empowered** to penalize the agency. If any cost is incurred by the Board in the form of Over-Time or any other means because of any delay on part of the Contractor, the same may also be recovered from the Contractor either fully or partially.
15. The allotment of works will be for the Academic Year 2017-2018 (Compartmental & Annual). In case of exceptionally good performance of the party as evaluated by the Board, the work may be further extended for two years on each year basis. The Board may allot the work for all examination or may divide the work between two agencies as per decision of the **Chairman of the Board**. Board may rotate the activities among the agencies in any session in view of performance and capabilities.
16. The computing 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 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.
17. Plain stationery for printing of reports and pre-printed stationery for printing of various certificates (with all security features) will be supplied by the board. Stationery will be of following standard: -

Sr No	Item	Specs	Approx quantity (may vary as per decision of BSEB)
1	Plain Stationery	70 Gsm (A-4/FS/C.S)	As per boards requirement
2	Registration Register	Sheet on 80 Gsm Cream wove paper of size (15''x12'') (2 part into 2 times) carbon interleaved, maximum 12 candidates detail in each page.	For 19L students
3	Registration Card	100 Gsm Cream Wove A4 Size paper (2x1) along with security features UV seal, common seal, sookshmakshar, copy-N-check & background monogram printing	19L
4	Tabulation Register	Sheet on 80 Gsm Cream wove paper of size (15''x12'') (2 part into 2 times) carbon interleaved, maximum 12 candidates detail in each page.	For 19L students
5	Mark Sheet -	100 Gsm Cream Wove A4 Size paper (1x1) along with security features specified in no (4) of SECTION-V ,	19L

		scope of work	
6	Provisional Certificate (Secondary)	100 Gsm Cream Wove A4 Size paper (2x1) along with security features UV seal, common seal, sookshmakshar, copy-N-check & background monogram printing	9L
7	Migration Certificate (Secondary)	100 Gsm Cream Wove, Size (15"x12") (2 in 1) in single part, single size along with security features UV seal, common seal, sookshmakshar, copy-N-check & background monogram printing	As per boards requirement
8	Original Passing Certificate ()	105 Gsm A4 Size paper in cut sheet with features specified in no (4) of SECTION-V , scope of work	9L

16. Gramm age test (Lab test) of the stationery, supplied by the Agency to the Board or used for printing of various examination reports, will be got done by the Board on random sample drawn and cost of lab test shall be deducted from the bill of the agency. In case of under or over grammage (other than specified IS+- standard), agency will be panelized as reasonably decided by the Secretary in any case penalty will not be less than Rs. 40,000.
17. The payment will be made by the board to the firm/agency only after successful completion of work concerned (as the case may be).
- 15.1 Payment for Pre-examination will be calculated on the basis the actual number of candidates for whom the admit cards are generated for appearing for the exam, Scope as per **SECTION-V**.
- 15.2 Payment for Post-examination will be calculated on the basis of all the successful candidate's work as defined in Post-examination activity in complete, scope as per **SECTION-V**.
23. Data / Reports delivery to the Board and receipt of Data from Board, as per schedule, will be the responsibility of the agency. Labour charges in any case shall be borne by the agency.
24. The data prepared will be the property of the Board and the computing agency will have to supply all copy of the updated data file on portable hard disk as and when required by the Board. Data will not be erased without written permission of the Board at least for two years from the date of completion of work as a precautionary measure.
25. The agency will be required to supply a number of edit/check lists and updates in pre and post examinations processing till all mistakes are removed to the entire satisfaction of the Board.
26. All type of data checking will be the responsibility of the computing agency.
27. The agency will have to ensure 100% accuracy of the inputs and outputs.
28. Wastage of stationery supplied by the Board while testing/printing should not exceed 0.5 %.
29. The errors other than input documents errors (i.e. all type of documents/information, poor quality of photo/sign or any kind of stationery supplied by the Board) shall be the responsibility of the computing agency. For a mistake observed after completion of work, the agency will have to pay charges as under: -

- 22.1 Any mistake in particulars. (Name, DOB, FName, School Name) @ Rs.1500/- per candidate.
- 22.2 For change in photo /sign on certificates @ Rs. 2000/- per candidate.
- 22.3 For wrong declaration of result @ Rs. 5000/- per Candidate.
- 22.4 Web page for Form fillup must open within 6 Seconds.
31. Any kind of Updates of the data after declaration of the result if required will have to be done by the agency within 24 hours without any extra charges.
32. 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.
33. The agency will have to supply copies of each report as intimated by the Board.
34. The Scope of work of Section-V may be awarded/allotted to two different firms by nearly dividing the volume of work into two equal parts preferably District wise (The decision of Secretary/Chairman for division of data will be final and binding to the bidder).
35. If a firm fail to meet the satisfactory level of work and unable to meet the time line fixed by the office, in that case the Secretary is empowered to shift the allotted work to the Second firm and the payment of the first firm will be forfeited.
36. For the work the selected firms will share the data with each other as per structure (File Description) provided by the Board, to generate the various reports at state level.
37. For the work the selected firms will prepare the backend coding/programing for Web Portal for the users as per guideline given by the Board. Same user interface will be developed by both the firms.
38. It is the responsibility of firm to provide the services of Dedicated High-end Server in Cloud Computing Environment in Indian-pacific zone to meet the satisfactory level even in the peak stage of data insertion by the users.

SECTION-V

DETAILS OF VARIOUS WORKS

The Name of the Work: Pre and Post Examination Processing of the Candidate data for Secondary Examination compartmental 2018 & Annual 2018.

B. SCOPE OF WORK

This Board conducts Secondary Examination (annually and compartmental exams) for the students, who are the regular/private students of the schools affiliated with this Board. The compartmental Examination is likely to be commenced tentatively from the first week of July 2017. There will be different sets of Pre & Post examination activities for compartmental/Annual examinations. There are various stages and activities in the schedule which is to be finalized by the Board for the smooth completion of Pre Exam Phase and Post Exam Phase related to Secondary Examination. The Board expects from the prospective bidders to provide “**End to End Solution**” for the above works with least paper work. The data related to the Staff (Teachers) of the schools are to be captured online for the compartmental & academic year 2017-2018.

Basic Activities:

Following are the basic activities to be carried out for pre & post examination processing but not limited to:

16. System Analysis & Design.
17. Development of web portal for online application of candidates and its testing on the data provided by the board
18. Provide user-id and password to all schools.
19. Online candidate Registration and Examination application form (By School Login) with Photo and Signature for uploading online.
20. Provide online update facilities at various levels as defined by the Board.
21. Generate school and exam-wise fee challan and forwarding list
22. Integration of payment gateway in web portal for fee collection and **payment reconciliation**. In any case double payment should not be allowed by system design. All the payment reconciliation should be done within 7 days of activity receipt of MIS in soft copy from Board’s Bank.
23. Conducting of online Registration/Exam Form filling exercise.
24. Generation of **registration card**, Admit cards online.
25. Printing & supply of Pre-Printed stationery – various certificates.
26. Registration and Admission data processing.

27. Result processing & report generation as per BOARD's formats and requirement.
28. Packeting, supplying of all items (Output data) to BSEB office at Patna.
29. School/college Staff details form.
30. Production & supply of result statistics along with reports in hardcopy & softcopy in the format as desired by the Board.

(9) PRE-EXAM PROCESSING ACTIVITIES

Following Pre-Examination Activities have to be carried out by the Agency for Secondary (Compartmental and Annual)

22. System Analysis & Design – By Agency
23. Development & Hosting of web portal for online exam form for candidate and its testing on the data provided by the board – By Agency
24. Provide User-ID and Password to all Schools (List of schools given by the board) – By Agency.
25. Conduct online registration form fill up process with final editing facility– By Agency
26. Generation of Registration card Online and in Hard copy, Registration Register– By Agency

Registration Register:-

Sheets have to be printed in duplicate on pre-printed stationery (15" x 12" as per sample given by Board), bound in cloth and top hard board (Just like book binding) for The Board's Office use , Maximum 100-125 pages to be bound in one Tabulation Register (Roll Code wise) book.

27. Software should have provision of upload sent-up result before filling of examination form online and same should be verified/checked before examination form filling– By Agency
28. Conduct Online Examination form fill-up of all the eligible candidates for the compartmental Examination – By Agency
29. Integration of Payment Gateway in web portal for fee collection – By Agency
30. Fee Collection to be done also with Bank Challan – By Agency
31. Examination form must have Provision to collect - **Mobile No, Aadhar No and Email ID** of the candidates – By Agency
32. School can access the entire details of their attached candidates, so that the school may correct errors if any.
33. Agency will Produce:
 - iii. Candidate's Master Check-list
 - iv. Subject and District wise No. of students (Hard and Soft Copy)
34. Board Will provide district wise center of Examination to the Agency
35. Accordingly, Agency will arrange Admit Cards to be available for download, mentioning

the name of center of examination and other details through the School Login.

Printable on A4 size

iii) Upper half -> Admit card detail

iv) Lower half -> Instructions

36. Admit Cards should also be available to be downloadable from Digilocker at www.digilocker.gov.in. (For all the students with Aadhar No) This is to be done by the Agency.

37. There should be space provided on admit card so that the Head of School/college put his Signature and stamp and distribute these admit cards among their Candidates.

38. Agency Will Produce, Print & Supply Following Reports/Details/Printed Stationery **together** school code wise packed in poly-bag for secondary.

(i) Roll Sheets – In 2 (Two) Copies – (15” x 12”) on EZR paper

(ii) OMR based Attendance Sheet with Photograph in Water Proof bags (Packed Examination Center-wise). A4 size, five candidates on one sheet 60 GSM. OMR based attendance sheet to be scanned by agency and do the finalization of attendance Data and match same with master data. The agency will have to ensure that OMR sheets of size 11.25” x 8.25”, moisture free quality of paper (100 GSM JK Maplitho/Bond/Sinarماس paper), printing quality, ink used in printing and printing spacing are as per industry standard to be used on OMR. OMR design to be decided by BSEB.

(iii) Dispatch Statement - In 4 (Four) Copies. Book type (format provided by Board) of 50 set, 150 pages in a book, with cover and Printed on cover as -” Dispatch statement of Answer Book Intermediate – 201-”

39. The Board will make available the above mentioned materials to the examination centers.

40. Agency will provide all the reports related to Pre-Examination Activities in the format in soft copy and hard copy when required by the Board.

41. The Agency will provide these examination materials in different packets **center-wise and district wise.**

42. Penalty will be imposed in case of non-compliance of not adhering the time line per annexure.

(10) POST EXAMINATION ACTIVITIES

The Agency would process & generate, print report & certificate of the result and supply following items as per the Board’s format and requirement:

6. Agency will produce & supply list of absentees/present/expelled candidates Roll code wise.

7. Merging of raw award data file with absentee data file and printing of missing/wanted awards, duplicate awards with invalid details, removal of discrepancies and update both the files with corrections. Generating Exception list also to be provided.

8. Updating of master file carefully before printing of Tabulation Register.

iii. Tabulation Register for Secondary

Sheets have to be printed in duplicate on pre-printed stationery (15" x 12" as per sample given by Board). First part to be bound in cloth and top hard board (Just like book binding) for The Board's Office use and second part for school is without binding. Maximum 100-125 pages to be bound in one Tabulation Register (Roll Code wise) book.

- iv. Final Tabulation Register have to be printed after making necessary correction in duplicate on pre-printed stationery. Both parts separately bound as mentioned above.
9. Making available examination results in scheduled time without fail.
- iv. Making available 2 (Two) Copies of Result Summary.
 - v. 80 CDs containing Roll Code, Roll No, Name of the candidate and Total marks
 - vi. 10 CDs containing complete details of all candidates as printed in tabulation register.
10. Result Hosting & Making Results available online for 2 Months from the date of publishing.
- iii. Result shall be available in downloadable format, view and send as email.
 - iv. Results will be available through the link at www.biharboard.ac.in as web form.

(11) PRINTING & SUPPLY OF CERTIFICATES

All Pre printed stationery for printing marksheets and certificates will be supplied by BSEB at location specified by agency and Agency has to print the variable data of students on stationery and should supply all marksheet and certificates in one go. Printing of Individual certificates (all successful) and supplying the same in water proof bags (Packed Roll Code wise) on pre printed stationery to be supplied by BSEB.

2) Secondary Examination

- vi. **Registration Card:** 100 GSM Cream wove A4 Size paper (2x1)
- vii. **Marks Sheet** – 100 GSM Cream wove A4 Size paper (1x1) along with Security feature as specified below in security features section.
- viii. **Provisional** - 100 GSM Cream wove A4 Size paper (2x1)
- ix. **Original Certificate** – 105 GSM, A4 size paper in cut sheet with security features as specified below in security features section
- x. **Migration Certificate** - 100 GSM Cream wove A4 Size paper (1x1)

(12) SECURITY FEATURES FOR CERTIFICATES:

Marks Sheet & Original Certificates (Secondary) must contain following variable security features on pre printed stationery (to be supplied by BSEB):

- i. M-Certificate (For erification)
- ii. QR Code (For Verification)
- iii. Black & White Photograph of the candidate

(13) DIGILOCKER INTEGRATION OF CERTIFICATES:

The agency must arrange & ensure that all the Certificates (Admit Card, Marksheet, Provisional, Migration, Original Passing Certificates etc) of the candidates (Having

Aadhar No.) are in digital format & available at DigiLocker at www.digilocker.gov.in within time frame as given by the board.

(14) SMS & EMAIL ALERTS:

Student should get SMS & Email alerts on following occasions:

- vi. Exam form successfully submitted
- vii. At the time of Admit Card available for download
- viii. Exam Center Details for candidate
- ix. Result Declaration
- x. Certificate available for download from DigiLocker with Link

(15) RESULT STATISTICS

Following Result Statistics but not limited to, to be provided by the Agency

23. Category wise (SC/ST/BC-I/BC2/General/Minority) Result Classification as indicated in data copy.
 - iv. District Wise
 - v. Division Wise
 - vi. Overall
24. District wise and school/college wise pass percentage result
25. Subject wise pass percentage of each school/college
26. District-wise and School/College wise Rural/Urban School List Separately
27. List of Schools/college from where candidates with Bengali/Urdu/Oriya/English appeared along with their Number
28. Result statistics under the following heads in four copies for Male & Female candidates separately under each category of Regular, Ex-Regular and Private Candidates
29. Make Available Other Statistical reports as required by BSEB
30. Number of Enrolled for Exam
31. Number of appeared for Exam
32. Number of Students passed in 1st Div.
33. Number of Students passed in 2nd Div.
34. Number of Students passed in 3rd Div.
35. Total Number of successful students
36. Percentage of successful Candidates
37. Number of students passed on account of different regulations of the Board
38. Number of SC/ST/BC-1, BC-2/Gen/Minority candidates enrolled and passed (Separately for each category) with percentage for regular and private candidates.
39. Subject wise pass percentage figure (District-wise)
40. Center-wise / District-wise result statistics
41. Overall merit list of Male and female candidates separately
42. Division and district wise merit list for male & female candidates separately
43. Minority candidates Male/Female result statistics with 1st Div, 2nd Div, 3rd Div with Pass Percentage.
44. Any other statistical data which the Board may ask as and when required.

(16) PRE-PRINTED STATIONERY (Blank) FOR FUTURE USE BY BOARD

Following Pre-Printed Blank stationery (with the same stationery specifications as described in) is to be provided by the board.

Sr No	Item	Specs
1	Registration Card (Secondary)	100 Gsm Cream Wove A4 Size paper (2x1) along with security features UV seal, common seal, sookshmakshar, copy-N-check & background monogram printing
2	Mark Sheet (Secondary)	100 Gsm Cream Wove A4 Size paper (1x1) along with security features specified in (4) of SECTION-V
3	Provisional Certificate (Secondary)	100 Gsm Cream Wove A4 Size paper (2x1) along with security features UV seal, common seal, sookshmakshar, copy-N-check & background monogram printing
4	Migration Certificate (Secondary)	100 Gsm Cream Wove, Size (15"x12") (2 in 1) in single part, single size along with security features UV seal, common seal, sookshmakshar, copy-N-check & background monogram printing
5	Original Passing Certificate – Annual (Secondary)	105 Gsm A4 Size paper in cut sheet with features specified in (4) of SECTION-V
6	Original Passing Certificate - Compartment (Secondary)	105 Gsm A4 Size paper in cut sheet with features specified in (4) of SECTION-V

E. VOLUME OF WORK

As per the available data related to the candidates who have appeared in the Secondary Examination in last 3 years. The approximate figure is given as below.

Examination	Year	Annual (approximately)	Compartment (approximately)
Secondary	2014	13.38 Lacs	72,000
	2015	14.24 Lacs	87,000
	2016	16 Lacs	--
Sr Secondary	2014	9.97 Lacs	Not conducted
	2015	12.19Lacs	Not conducted
	2016	11.53Lacs	--

F. TENTATIVE PERIOD DURING WHICH THE WORK IS TO BE DONE

The entire work from the registration of the candidate data till the issuance of Certificate of Qualification/Partial Achievement/Participation is to be completed in such a time bound/scheduled manner so that the candidates can take future course of action for Re-Exam/Admission in next class.

Generally, for Annual Exam, Pre-Examination activities are done from July-2017 to January-2018 and Post Examination activities are done from february-2018 to June-2018, related to the March 2018 Examination.

Similarly, Pre- Examination activities are done from June-2017 to September-2017 and Post Examination activities are done from October-2017 to December-2018, related to the compartmental Examination candidates.

The above details are for reference only, which may vary as per BOARD's decision.

For the upcoming compartment examination 2017, actual dates would be notified to the Agency by the BOARD.

G. OBLIGATIONS OF BOARD

3. To supply soft copy of schools / center duly coded. The Board may provide the data of the students who got enrollment no. in their respective classes during the year 2016-2017, which will be used as backend data by the firm at the time of registration of candidate data for secondary exam.
4. To supply hard/soft copy of input documents, certificates/layouts used in the system.

5. To supply hard/soft copy of various reports to be prepared.
6. To supply hard/soft copy of important instructions / policies affecting the system.
7. To prepare time line of the system to provide end to end solution.
8. To approve layout of report formats.
9. To provide any other intermediate information required for the system.

F. **OBLIGATIONS OF AGENCY**

Apart from All the work under SECTION -V in scope of work,

1. To set up **HELP DESK** from **10:00AM to 6:00PM on every day** at Board Premises having trained, **Call center qualified and suitable staff (Minimum Ten in number) with 2 computer diploma certified supervisor** to provide back-end support for **the duration of Registration, Examination Form fill-up process and for 15 days after Result declaration. HelpDesk staff will be fully trained by agency.** Apart from Help Desk,

2. PROFESSIONAL SUPPORT AVAILABLE:

S. No	Skilled Manpower	Desired Skill Set and Experience	No Of Staff
1	Project Manager	MBA + 5 years Exp in managing project	1
2	Software Manager	B.E/B.Tech/MCA/BCA + 5 years Exp of managing IT resources and handling examination related data	1
3	DBA	B.E/B.Tech/MCA/BCA + 3 years Exp of handling examination related data	1
4	staff for manual / Data checking work	Computer Diploma + Data Entry Experience	3
5	HelpDesk staff	Intermediate with Call center experience	7

A Toll-Free Number is to be arranged Round the Clock. **SMSs and Email** alerts are also to be provided as and when required by the system.

SMS & Email Alert to be sent within 5 minutes to the candidate but not limited to, as per No- (6) of SECTION-V.

3. Backup of data base and images on Hard Disk are required by the Board for all the different stages along with the first stage of database, but not limited to, i.e. (1) at

the time of registration of students and teaching staff within seven days after the last date of registration etc. (2) after the allotment of Roll Numbers. (3) At the time of Center allotment and admit card generation. (4) Fictitious Roll Number data bank with bar code at the time of award OMR sheet printing. (5) After completion of scanning award data. (6) Post phase candidate master before final award posting but along with old posting, UMC, RLF, Cancelled, Gap Cases, etc. (7) Final result file after applying pass formula. (8) Web files with fictitious roll number inbuilt subject wise.

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.

l) 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 contractor 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.