

BOARD OF SECONDARY EDUCATION, MADHYA PRADESH
SHIVAJI NAGAR, BHOPAL-462011

No./955 /DATA/2009

Bhopal, Dated 23/07/2009

Notice Inviting Tender

Sealed Tenders are invited for Data Processing for conduct of examinations and Result Preparation for High School examinations (around 9.5 lakhs students in the main examinations) & Higher Secondary School Certificate & other minor Examinations (around 4.5 lakhs students in the main examinations) conducted by the BSE for the academic year 2009-10. Separate tender is to be submitted for each of the examinations. Intending tenderes are advised to read and understand the contents of the tender document. Tender Document can be obtained by making a written request or personally, enclosing a demand draft for Rs. 1,500/- payable at Bhopal to "Secretary, Board of Secondary Education, M.P., Bhopal" from the Office of the Board on any working day between 11.00 AM and 5.00 PM and till 1 PM on 13/08/2009. The Tender document is available on Board's website, www.mpbse.nic.in also. Sealed Tenders have to be put in the specified sealed tender box kept in the Board Office before 3.00 PM on 13/08/2009.


Secretary,

Board of Secondary Education,
Madhya Pradesh



TENDER DOCUMENT

***Data Processing for Conduct of Examinations
And Results Preparation Including Procurement of all
types of Stationery (Except Security Stationery)***

**for High School examination
conducted by the
Board of Secondary Education, Madhya Pradesh
for the Academic year 2009-2010**

**Board of Secondary Education
MADHYA PRADESH, BHOPAL**

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Section 1

INTRODUCTION

1.1 The Board of Secondary Education, M.P., Bhopal (*hereinafter referred to as BSE/Board*) conducts examinations in the State in various streams and media. The High School Examinations (10th) are generally held in March/April and their Supplementary Examinations in July/August.

1.2 Around 9.50 lakhs of students are estimated to appear in the High School Main Examinations of 2010. The number of students appear in the supplementary examinations is around 15% of the students of the main examinations. Presently there are around 9500 schools affiliated to the Board.

Section 2

INVITATION OF TENDER

2.1 It has been decided to avail the services of a major **Data Processing and Result Preparation Firm (hereinafter referred to as DPRP Firm/the firm)** for Data Processing for conduct of examinations and Result Preparation as detailed out in this document later, for High School examinations (around 9.50 lakhs students in the main examinations) conducted by the BSE for the academic year 2009-10.

2.2 The Board may decide to continue the services of Firm for next two academic years i.e. 2010-2011 and 2011-2012 if in the opinion of the Board the services of the firm are found to be satisfactory with an increase of 5% on the approved rate for each year.

2.3 Sealed Tenders are invited from reputed firms, who fulfill the following technical parameters:-

2.3.1 The DPRP firm shall have experience of **data entry and results processing of examinations of any State Board of Secondary Education of India recognized by COBSE, at least for two years during last 5 years.** Here the experience shall invariably include that the firm must have successfully, cleanly, error free and satisfactorily done on its own pre and post examination data & result processing work of minimum 7 lakh students in a single examination in a year for at least 2 years during the last 5 years. (*Certificates of successful completion of work from the clients have to be submitted in support of the experience*). *The Board will be at liberty to verify the same from concerning Boards.*

2.3.2 The DPRP firm shall put a **team of reliable and experienced software engineers/Programmers having expertise in preparation of database on the basis of ICR/OMR technology and also other supporting staff including data entry operators, who shall be exclusively dedicated to this work** till its satisfactory completion. In case of need, the firm shall have to deploy additional staff at his own cost.

- 2.3.3 **The DPRP firm or any of its sister concern(s) which was debarred or blacklisted by BSE or any other Board of the country during last five years, are not eligible to participate in this tender process.**
- 2.3.4 The DPRP Firm shall **work** as per the terms and conditions prescribed and directions given by the BSE from time to time. The Secretary BSE may direct the firm to deploy one person as its representative at Bhopal, who shall be available to the Secretary, BSE round the clock during the period of the contract.
- 2.3.5 The DPRP Firm shall execute **Performance Guarantee** of a Nationalised Bank for an amount of **Rs.5 Lakhs** (Rupees five lakhs only) and **security deposit** of 5% of the total order value in the form of DD in favour of Secretary, BSE, MP, payable at Bhopal on award of the Contract.
- 2.3.6 The DPRP firm shall give a declaration in the prescribed format given in this tender document stating that their Computer firm is not black listed/ debarred/ prohibited by Govt. of India / Govt. of MP or by any other State Govt. / Union Territory / Board / authority nor any case, including civil and criminal, or any enquiries pending against them. In absence of this declaration, the application of the firm shall summarily be rejected.
- 2.3.7 The DPRP firm shall not sub-let or sub-contract this job to any other person or firm in any circumstances. It shall undertake and complete this work on its own. No joint-venture or consortium shall be allowed. It shall meet all the technical parameters on its own.
- 2.3.8 The DPRP firm shall have an average annual turnover of Rs.75 lakhs in the last 3 financial years (2006-07, 2007-08 and 2008-09) in the relevant area.
- 2.3.9 The DPRP Firm shall enclose Authenticated copies of Income Tax returns for the last 3 financial years (2006-07, 2007-08 and 2008-09).
- 2.3.10 The DPRP firm shall submit copy of Registration certificates in to CST, VAT, TIN, PAN, Service Tax, etc.
- 2.3.11 The DPRP firm shall submit copies of IT clearance certificates and VAT clearance certificates for last three financial years.
- 2.3.12 The DPRP firm must have valid ISO 9001:2000 certificate. The copy of the certificate must be enclosed.
- 2.3.13 The DPRP firm shall have expertise in ICR/OMR technology for preparation of the database/ result processing and shall have adequate computers, ICR/OMR scanners, peripherals, servers, printers, modems, UPS, consumables, Space, etc. It shall submit the details of the entire hardware with a declaration that this entire hardware it shall put to the use for this work exclusively.
- 2.3.14 The availability of the computer hardware, experienced staff, financial soundness and firm's past experience of similar job shall be the primary criterion for judging the technical capability of the DPRP Firm.

2.4 The successful tenderer shall have to ensure the processing of the entire examination (Pre and post) work. **Single Rate on per student basis has to be quoted for the entire pre-examination and post-examination work, including to-way transportation and cost of all types of stationeries** (excluding security stationery required for the mark sheets and pass certificates) both for **Main** Examinations in March/April, 2010 and the Supplementary Examinations in June/July, 2010. However, Secretary, BSE in emergency situation may decide to send the material to firm at Board's expenses. The security stationery shall be procured by BSE and make available to the DPRP Firm for printing the mark sheets and pass certificates.

2.5 Tender Forms can be obtained by making a written request enclosing a demand draft for Rs.1,500/- payable at Bhopal to "Secretary, Board of Secondary Education, M.P., Bhopal" from the Office of the Board on any working day between 11.00 AM and 5.00 PM and till 1 PM on **13/08/2009**. The Tender document is available on Board's website, **www.mpbse.nic.in** also. One can download this draft and use it for submitting the offer, but will have to enclose a demand draft for Rs.1,500/- payable at Bhopal to "Secretary, Board of Secondary Education, M.P., Bhopal" towards its cost.

2.6 The Tender document has to be accompanied by a Demand Draft of Rs.1,00,000/- (Rupees one lakh only) as EMD along with other details as mentioned in the Tender document. The EMD shall be in favour of the Secretary, Board of Secondary Education, M.P., payable at Bhopal. All proposals and accompanying documents will become the property of BSE and will not be returned.

2.7 Tenders have to be submitted following two envelope method. Envelope 'A' shall contain covering letter, technical bids, EMD, tender documents and other details. This envelope shall be securely sealed and on the top of the envelope name of the Firm, name of the examination for which the tender has been submitted and Envelope 'A' would be written. **Envelope 'B' shall only contain the financial bid.** This envelope shall also be properly sealed and on the top of the envelope name of the Firm, name of the examination for which the tender has been submitted and Envelope 'B' would be written. Then, both the envelopes shall be placed in another big envelope and properly sealed. On the top of this cover envelope name of the Firm, name of the examination for which the tender has been submitted would be written.

2.8 Sealed Tenders have to be put in the specified sealed tender box kept in the Board Office **before 3.00 PM on 13/08/2009**. Envelope 'A' (Technical bids) of the tenderers would be opened on **13/08/2009 at 4.00 P.M.** in the presence of the Secretary, BSE in the Meeting Hall of the BSE at Bhopal. Tenderers or their duly authorized representatives are requested to be present at the time of opening the technical bids.

2.9 After scrutinizing the technical bids, the tenders, who are found qualified as per the technical parameters laid down in this document, **their financial bids shall be opened on 18/08/2009 at 4.00 P.M.** in the presence of the Secretary, BSE in the Meeting Hall of the BSE at Bhopal. Qualified Tenderers or their duly authorized representatives are requested to be present at the time of opening the financial bids. The tenderers, who have not been found technically qualified, their financial bids shall not be opened and their tenders shall be summarily rejected.

Section 3
SCOPE OF WORK

3.1 Examination wise total scope of the work is broadly divided as scanning of OMR sheets of marks, processing of data for result preparation, printing of various outputs on high speed line /laser printers and procurement of all types of stationeries excluding the security stationery required for the mark sheets and pass certificates, which shall be procured and supplied by the Board to the Firm.

3.2 **EXAMINATIONS AND THE PATTERN TO BE COVERED AND APPROXIMATE NO. OF CANDIDATES IN THE EXAMINATION**

<u>EXAMINATIONS</u>	APPROX.No OF CANDIDATES	MONTH IN WHICH EXAM TO BE HELD
High school certificate (10+2) Exam (Regular + Private) -	9.50 Lakhs	March 2010

Estimated Total: **9.50 Lakhs**

Besides the work mentioned above, the scope of work shall also include therein the entire work of supplementary examinations. The supplementary examinations of the above disciplines are normally held in months of July-August. Number of Students in these supplementary examinations is 15% of the students of the main examinations.

3.3 **Mark sheets and Certificates**

Pre-printed security stationeries for the mark sheets and Pass certificates shall be procured by the Board and supplied to the Firm for printing of the Mark sheets and Certificates.

3.4 The DPRP firm shall be competent to develop the required Software for stage-wise processing so as to give the Outputs as desired by the Board right from the initial stage to the Preparation of results.

3.5 **Data Processing** : The data processing consists of Data Entry and other activities explained later in this document. The DPRP firm shall arrange the required equipment for scanning of OMR sheets. Servers, Scanners, PCs along with the Printers, Modems, UPS, secured Office area, Power supply, Peripherals and consumables etc. The DPRP firm shall ensure the following:-

- 3.5.1 The software possessed by the DPRP firm shall have in-built data validation checks, for each field with subject combination check, etc. The software shall guard against pit falls, which are possible in the large data processing job like examination results processing. The firm shall have the System Test Run thoroughly checked and approved by the Board.
 - 3.5.2 Preparation of database of the students shall be primarily based on the Online data captured through the kiosks of MP Online Ltd. which shall be provided to DPRP firm along with the scanned images of photographs and signatures of candidates for further processing.
 - 3.5.3 Updating of corrections from time to time and its complete statement as prescribed by the BSE.
 - 3.5.4 Handing over to BSE backup of complete Server data in different electronic media of all examinations for which pre examination work done by the firm and the final data backup after completion of the post examinations work. The firm shall, from time to time, as per the directions of BSE, prepare database for the purpose of uploading the same on the Board's website.
 - 3.5.5 Maintenance of updated data of the BSE. DPRP firm is completely responsible for data Security and data maintenance. The firm is solely responsible for any marks tempering and marks leak out in result preparation.
 - 3.5.6 The DPRP firm invariably shall supply CDs/DVDs after completion of every stage as per the directions of the Secretary, BSE from time to time.
- 3.6 **Results Preparation** : The DPRP firm shall ensure the following with regard to preparation of Results:-
- 3.6.1 Generation of various output reports at different stages as prescribed by the BSE.
 - 3.6.2 Maintenance of strict input and output controls and keeping track of all the input data with batch numbers and output reports generated with dates and total number of records.
 - 3.6.3 Preparation of the result database in the structure as desired by the Board for the purpose of uploading the same at the Board's website.

Section 4

DATA PROCESSING METHODOLOGY , TECHNICAL STEPS INVOLVED AND QUANTUM OF WORK

4.1 Methodology ,Technical Steps Involved on the volume :

In this sub-section the Data Processing methodology is broadly outlined with technical steps involved indicating the volume of work involved at various stages.

4.2 Pre-examination work:

Firm shall perform the examination job as described below:-

4.2.1 With OMR patterned Foil-Counter Foils for around 9.50 lakhs students (as mentioned below)

4.3 PRE EXAMINATION WORK:-

4.3.1 The Board has decide to avail the services of MP Online to allow the candidates to fill their examination forms Online using the kiosks spread over the state. The candidates shall be allowed to select the examination centre of their choice online while submitting the online application form through kiosk. The data, photographs and signatures of the candidates captured through this online process shall be provided to the DPRP firm for printing admit cards.

4.3.2 It would be the responsibility of the firm to cross check the various entries like, students name, father's name, mother's name, date of birth and subject codes, enrollment number, school name & code, Centre name & code, etc for ensuring accuracy of the input data before the final printing of the admit cards, docket forms, attendance sheets, check lists, etc. The Subject Code List, and centre masters would be provided by the Board.

4.3.3 On completion of the aforesaid jobs, the firm shall first print the school-wise lists of students with details. These lists shall be sent to the Board for keeping proper record of the candidates. On the basis of the database so created, the Firm shall generate the student category wise roll number and then print the school wise Admit Cards, OMR Sheets and check lists required for the practical examinations and deliver the same (Separate envelope for each school), to the Board at Bhopal. It is the responsibility of the firm to maintain the integrity of the data, photographs, and signatures captured from the online data at their level before printing of the Admit Cards. A certificate shall be sent by the firm to BSE certifying that all the data were completely validated by

the firm. Centre wise Attendance Sheets, docket forms, and check lists shall be prepared and delivered to the Board.

4.3.4 The data shall be validated on the basis of the category, gender, urban-rural, types of student like regular/ private/ handicapped/ division improvement etc. Final application master prepared and handed over to the Board.

4.3.5 Generating roll numbers on the basis of Examination, Centre, School and **types** of candidates as per the directions of the Board. If any additional information is required to complete the details the same shall be obtained from BSE on priority.

4.3.6 (i) Printing of centre wise/ school wise **roll number range summary**.

(ii) Printing of Final centre wise/ school wise **nominal roll** with all details. (2 copies)

(iii) Generating school wise, centre wise, district wise **numerical returns**.

4.3.7 (i) Printing of **admit cards** with photographs of the students on high speed laser printers.

(ii) Printing of centre wise **attendance sheets** with photographs and signatures of the students on high-speed laser printers.

(iii) Printing of OMR patterned foils and counter foils for the Practical Examination in the order of School/ Subject 10 roll numbers per sheet.

(iv) Printing of centre wise/subject wise docket forms as instructed by the Board for putting up on the Packet of answer books at the examination centre (20 roll number per sheet).

(v) Printing of OMR patterned Foil and Counter Foils for theory 20 roll number per sheet as per the instructions provided separately by the Board.

(vi) Printing of Centre/date of examination/Subject/Medium/Roll number wise check list.

(vii) Printing of ICR cum OMR patterned Foil-Counter Foil (Grade Sheet) for the subject 'Environmental Education & Disaster Management, having 30 roll numbers per sheet.

(viii) Preparing Numerical returns subject-wise and preparing centrewise-subjectwise statement of paper printing (Beejak) on 3 part pre printed stationery.

(ix) A reports required to collect valued Answer Books as per the requirements of the Board.

4.4 POST EXAM WORK:-

4.4.1 It is the responsibility of the firm to make the test cases and produce the STR (System Test Run) to the Board well in time for approval. This exercise strictly has to be finished in the month of February.

4.4.2 Firm shall maintain lot-wise records of Data entry/Capturing of marks from the OMR patterned sheets as well as the manual sheets. All marks data prepared separately from the Foils and Counter foils must be validated through pre-defined programmes. Matching of the marks data must be ensured.

4.4.3 Division wise result processing and generation of complete student wise results and providing the list of incomplete results to the Board with candidates' details, marks available and marks wanted with the subject codes centre number, etc.

4.4.4 To prepare and provide soft copies of the result press copies of the following types.

- (i) I + II + III + PASS + SUPPL. candidates with roll numbers.
- (ii) I + II + III + PASS + SUPPL. + FAIL. + ABS candidates + all type of withheld cases with roll numbers.
- (iii) RWL cases (incomplete due to application or marks not available)
- (iv) Different types of cases withheld under different categories of the Board.

4.4.5 Printing of mark sheets for each student and pass certificates with photograph for pass students by high-speed printers. These mark sheets and pass certificates along with forwarding letter to school Principal with summary sheet of mark sheets and certificate with proper endorsement and office copy shall be dispatched to the Board at Bhopal with a district wise cover sheet with essential data therein. For each school shall be prepared and sent as described above.

4.4.6 Printing of green sheet for the printed mark sheets and pass certificates as instructed by the Board.

- 4.4.7 Preparing and printing various types of merit lists and statistics as per the instruction of the Board to be made available by the firm along with the Result for uploading the same on the Board's website.
- 4.4.8 Printing of the "tabulation registers" in the form prescribed by the Board, just after the declaration of results and handing over to BSE after taking care of corrections of Name, Father's name, results of withheld cases and re-totalling cases etc.

Section 5

GENERAL TERMS & CONDITIONS

Following are key contract terms and conditions required by BSE to enter into a relationship with the firm. This is not intended to be exclusive or exhaustive. This Contract is intended to sensitize the Bidder to various clauses, which may be reflected in the final Contract.

- 5.1 The DPRP firm shall not undertake or continue any kind of work / contract with any of the schools / institutes affiliated to BSE during the currency of this work.
- 5.2 The DPRP firm shall maintain the confidentiality and integrity of the data of the examination process at each and every stage.
- 5.3 The DPRP firm shall **dedicate a team of experienced software engineers/Programmers having expertise in scanning and preparation of database on the basis of ICR/OMR technology, and also other supporting staff including data entry operators who shall be exclusively dedicated to this work till its satisfactory completion.**
- 5.4 The BSE expects from DPRP firm to provide professional, objective and impartial advice at all times keeping the Board's interests at paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. DPRP firm shall not take up any other assignment which might cause conflict with this assignment.
- 5.5 The DPRP firm shall ensure that if any information submitted by it as required by the Board shall not suffer from any deficiencies, else it may result in rejection of its proposal.
- 5.6 Unsuccessful Tenderer's EMD (Earnest Money Deposit) will be discharged/ returned as promptly as possible. The successful Tenderer's EMD will be discharged upon the Successful Tenderer signing the Contract and furnishing the Performance Bank Guarantee. No interest will be payable by the Board of Secondary Education on the amount of the EMD. The EMD may be forfeited ;
 - 5.6.1 If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
 - 5.6.2 In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee

- 5.7 Telegraphic quotations will not be entertained.
- 5.8 The tenderer shall complete the tender forms both Technical and Financial and shall submit them in two separate sealed covers. These two sealed covers are to be kept in a single sealed cover super scribed as "Tenders for Software development and Data Processing Services to BSE". The bidder shall also submit a virus free soft copy of bid documents. The hardcopy version is considered as the official proposal.
- 5.9 The tender shall remain valid for **6** months after the date of opening. No modification to the tender form or price is permitted during the period of validity of the tender. The tenderer shall execute the work at his premises or any other place specified by the Secretary in this regard.
- 5.10 The tender forms will be submitted at the address specified and not later than the time specified in the tender notice. Any tender received after the due date and time prescribed will be rejected.
- 5.11 The tender forms will be opened in the presence of the tenderers or their authorized representatives who choose to attend at the time and date specified in the tender notice at the office of the B.S.E., M.P., Bhopal. Not more than two persons will be permitted for a valid tender.
- 5.12 The Secretary, BSE reserves the right to accept or reject any bid or reject all bids at any time prior to award of contract without assigning any reasons thereof.
- 5.13 The successful tenderer shall be issued Letter of Intent (LOI). The successful Tenderer shall enter into an agreement within 21 days after receipt of LOI (Letter of Intent) duly furnishing **Performance Guarantee** of a Nationalised Bank for an amount of **Rs.5 Lakhs** (Rupees five lakhs only) and **security deposit** of 5% of the total order value in the form of DD in favour of Secretary, BSE, MP, Bhopal on award of the Contract.
- 5.14 Failure on the part of successful Tenderer to enter into an agreement within 21 days shall entail to forfeit the earnest money deposit besides being liable for suitable legal action by the Board and the firm will be kept under black list. However, Secretary, BSE reserves the right to condone the delay if any, on perusal of reasons of delay.

- 5.15 After signing the agreement with the successful Tenderer, work order shall be issued.
- 5.16 No advance payment will be made. Only after achieving the targets satisfactorily, bills can be submitted for payment.
- 5.17 The tenderer shall carryout the instructions given from time to time by the Board and shall adhere to the time schedule fixed.
- 5.18 All the disputes shall be subject to the jurisdiction of High Court of M.P., Jabalpur.
- 5.19 If in the opinion of the BSE, the work entrusted has not been executed to meet the requirements of BSE as per the scope & time schedule, BSE will be at liberty to cancel the agreement and to take back all the materials given to the tenderer at any time. In such case, the security deposit will be forfeited and performance guarantee shall be encashed in favour of BSE.
- 5.20 If any of the services / deliveries cannot be made in accordance with the time schedule prescribed from time to time, BSE has sole right either to cancel the contract and the cost involved in getting the work done else where will be charged from the firm and /or to impose penalties on the DPRP firm as decided by the Secretary, BSE.
- 5.21 The Tenderer shall note that Source Code of the project is the property of BSE. If required, the DPRP Firm shall develop and handover the source code required for examination processing work to BSE.
- 5.22 **Financial Bid**
- 5.22.1 The Tenderer shall quote the rate inclusive of all taxes, duties, etc..
- 5.22.2 The Tenderer shall quote rate in the prescribed Commercial Bid format for the entire project on per student basis.
- 5.22.3 The price, once offered, must remain firm and must not be subject to escalation for any reason whatsoever within the period of validity. A bid submitted with an adjustable price quotation will be rejected as non-responsive.

5.22.4 Any bid submitted with certain conditions shall summarily be rejected.

5.23 **Payment Schedule**

5.23.1 The DPRP firm will be paid 40% of the processing charges after completion of the pre-examination work. On production of bills in triplicate.

5.23.2 Further, DPRP firm will be paid another 40% of the processing charges after declaration of results, delivery of mark sheets, Pass certificates.

5.23.3 Balance 20% of the processing charges will be paid to the DPRP firm after completion of the entire work to the full satisfaction of the BSE.

5.24 **Deliverables**

The DPRP firm shall have to furnish the source code if desired, for total application and also the reports in various formats from time to time as prescribed by the BSE. The Intellectual Property Rights (IPR) will be with the BSE on total product.

5.25 **Project Management**

The Tenderer shall specify the hierarchy of the various project executing authorities from the Tenderer side for the better management of the project.

5.26 **Quality assurance**

The Tenderer shall maintain the standards for the quality assurance of the project (for Applications developed, data entry, data processing and results publication).

5.27 **Risk management**

The Tenderer shall specify the expected risks during the project execution period and suggest the risk management methodology adopted for the risk aversion.

5.28 **Warranty**

The total application shall be given one year warranty from the day of successful implementation. During the warranty period the bidder is responsible for fixing the run time errors and process bugs etc. without any costs.

5.29 Liquidated damages

If the DPRP firm fails to deliver any or all of the Services within the period(s) specified in the Contract, the BSE shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, as decided by the Secretary, BSE. Keeping in view the sensitiveness involved in this project and the failure of the DPRP firm in some important services, the BSE will also have the right to terminate the contract. In the event, Bidder fails to provide the Services in accordance with the Service Standards; the Bidder shall be liable for penalty. BSE is entitled to withhold (deduct) from the Performance Security the liquidated damages that have become due.

5.30 All the Tenderers have to quote single rate for the entire job described in the Tender document. Conditional tenders shall be rejected.

5.31 The DPRP firm shall not sublet any part of this project to any other firm.

5.32 Language of Proposals

The Proposal and all correspondence and documents shall be written in either Hindi or English.

5.33 Correction of errors

Tenderers are advised to exercise greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened. All corrections, if any, shall be initialed by the person signing the bid form before submission, failing which the figures for such items may not be considered. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.

5.34 Disqualification

The bid is liable to be disqualified in the following cases :

5.34.1 The Bid is not submitted in accordance with this document.

5.34.2 Bid is received in incomplete form.

5.34.3 Bid is not accompanied by all the requisite documents.

5.34.4 Information submitted is found to be misrepresented, incorrect or false, accidentally, unwillingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.

5.34.5 Both, the Commercial bid and the Technical bid are placed in the same envelope.

5.34.6 The Tenderer is expected to submit a statement agreeing on the matter of Intellectual Property Rights (IPR) along with the Technical proposal. Non-receipt of such a statement shall make the bid as being unresponsive and shall lead to disqualification of the bid.

5.34.7 Tenderer fails to deposit the Performance Bank Guarantee and security deposit or fails to enter into a contract within 21 days of the date of receiving LOI or within such extended period, as may be specified by BSE.

5.35 Protection from Obsolescence

The solution provided shall protect technical obsolescence. Bidders shall explain how they have adopted the standards and must describe how these standards are effective now and how they will position BSE to inter-operate with future technologies.

5.36 Patent Rights

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, the DPRP firm shall expeditiously extinguish such claim. If the DPRP firm fails to comply and BSE is required to pay compensation to a third party resulting from such infringement, the DPRP firm shall be responsible for the compensation including all expenses, court costs and lawyer fees. Such amounts will be deducted from DPRP firm claim, without notice.

5.37 Use of Contract documents and information

5.37.1 The Bidder shall not, without prior written consent from BSE, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the BSE in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

5.37.2 The Bidder shall not, without prior written consent of BSE, make use of any document or information made available for the project, except for purposes of performing the Contract.

5.37.3 All project related documents issued by BSE, other than the Contract itself, shall remain the property of the BSE and shall be

returned (in all copies) to the BSE on completion of the Bidder's performance under the Contract if so required by the BSE.

5.38 Confidentiality

The Bidder shall not use or disclose to any third party any confidential information of BSE except for the purpose of the observance of these terms and Conditions.

5.39 Penalties:

The DPRP firm shall strictly adhere to the time schedule given by BSE for each stage of examination processing work, failing to which the firm will be liable for penalties as shown below or as deemed fit by the Secretary, BSE :-

5.39.1 Since the Board's examination work is a time bound job, the DPRP firm will be penalized @ Rs. 10,000/- (ten thousand) per day for the delay in handing over the desired outputs for pre-exam, post-exam, result and the certificate, mark sheets from the date given to them in the schedule and / or as instructed by the Board from time to time.

5.39.2 In case of errors in the result, deduction @ Rs.100/- per result will be deducted from the balance payments. In case, the penalty amount exceeds the balance amount due to the firm, the excess amount will be deducted from the security deposit of the firm.

5.39.3 Besides above, the Board may debar the firm for a period to be prescribed by the Board, in case the Firm commits errors in large number, errors of serious nature or shows carelessness or negligence in this sensitive job, or does not adhere to the time schedule, or ignores or disobeys the orders of the Board.

5.40 Termination for Default

5.40.1 The BSE, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate the Contract.

5.40.2 If the selected Bidder fails to implement the system within the time period(s) specified in the Contract, or within any extension thereof granted by the BSE or

5.40.3 If the selected Bidder fails to deliver any or all Contracted services as per service standards specified in the Contract or

5.40.4 If the selected Bidder fails to perform any other obligation(s) under the Contract, or

5.40.5 If the selected Bidder in the judgment of the BSE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

5.40.6 In the event, BSE terminates the Contract, BSE may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the selected Bidder shall be liable to BSE for any excess costs for such similar services. The BSE would be free to take over fully the assets and operations earlier being undertaken by the Bidder.

Section 6

SUBMISSION. RECEIPT AND OPENING OF TENDERS

6.1 The tender proposal shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the proposal.

6.2 An authorized representative of the firm shall sign on all the pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.

6.3 **Mode of submission of tender:**

Tender will be submitted in 2 parts – envelope “A” and envelope “B”.

6.3.1 **Envelope A will contain Technical and other details:**

- (1) Covering letter in the prescribed form given in this document.
- (2) Experience and track record of the firm in similar and other major projects, (Form No.1, one form for each project)
- (3) Composition of the team & tasks of each Team member (Form No.2)
- (4) General Information of the Bidder (Form No.3)
- (5) Particulars of Turnover (Form No.4)
- (6) All the resumes of the proposed team (Form No.5)
- (7) A statement agreeing on the matter of Intellectual Property Rights (IPR)- (Form No.6)
- (8) Declaration stating that the firm is not black listed/No cases or no enquires against the firm.(Form No. 7)
- (9) Copies of registration of Firm, CST, VAT, TIN, PAN, Service Tax, etc.
- (10) Tax clearance certificates of last three financial years for IT and VAT.
- (11) **Earnest Money Deposit** for an amount of Rs.1,00,000/- (Rupees one lakh only) in the form of Demand Draft of any Nationalized Bank payable to the “Secretary, Board of Secondary Education, M.P., Bhopal” (Cheques / bank guarantees will not be accepted)
- (12) **And all other details, except the Financial Bid.**

6.3.2 **Envelope B will contain Commercial Bid (Tender Schedule):**

Single rate on per student basis shall be quoted by the firm in the specified format only.

Section 7

Evaluation Methodology

- 7.1 From the time the tenders are opened to the time the contract is awarded, if any DPRP firm wishes to contact the BSE on any matter related to its proposal, it shall do so in writing at the address indicated in the Tender document. Any effort by the firm to influence the BSE personnel in the process of evaluation or comparison, it may result in the rejection of the DPRP firm's proposal.
- 7.2 Separate tenders have also been invited for the Higher Secondary Certificate Examinations (including Vocational and D.Ed. examinations) of the Board. A Firm can submit tenders for both the jobs, but the Board shall be at discretion to allot only one job to one firm or both the jobs to one firm. It shall be the sole discretion of the Board to take a decision that which job is to be allotted to which firm.
- 7.3 Envelope 'A' shall be opened first and each tender shall be scrutinized on the pre-defined technical parameters. Envelope 'B', which shall contain the commercial bid, shall be opened only if the Tenderer is qualified on the basis of the technical parameters. The commercial bids of those tenderers who do not qualify on the basis of technical parameters shall not be opened and summarily rejected.
- 7.4 BSE reserves the right to reject any or all proposals and to waive infirmities and minor irregularities in proposals received if deemed in the best interest of BSE to do so. BSE reserves the right to select any Tenderer for this project irrespective of the cost and is not liable to choose the lowest Tenderer.
- 7.5 Any attempt by a Tenderer to influence BSE in its Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tender.
- 7.6 ***Other Commercial Bid Terms***
- 7.6.1 **The rate quoted shall be inclusive of all taxes, duties and statutory payments incident upon the bidder and it shall be a fixed price bid. Once the rate has been tendered to BSE, no change / modification will be entertained for any cause whatsoever (including any extra liability arising out of any future changes in regulation, tax and duty structure etc.) The rate once quoted by the Tenderer will be valid for the entire period of validity of the Tender as defined in the Tender document.**
- 7.6.2 The firm shall be responsible for the costs towards travel/stay, daily allowance and/or any other allowances with respect to their staff deployed with respect to the execution of this project before or after the award of the contract.
- 7.6.3 Due to certain administrative reasons the firm may have to reprint 8-10% Admit Cards, Attendance Sheets, Check lists, Dockets, etc. No additional cost shall be paid to the firm for procuring stationery due to any such change. the Firm

should quote the price considering cost of procurement of such additional stationery.

- 7.6.4 An individual authorized to legally bind the Tenderer must sign the financial proposal in ink.

7.7 Award of Contract Criteria

BSE will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the Best Value Tender.

7.8 Signing of Contract

The BSE shall enter into contract with the successful Tenderer and the agreement shall cover all these points.

- 7.9 The decision of the Chairman of the Board in all matters shall be final and binding upon both the parties.

7.10 Arbitration

In case any dispute arises between the DPRP firm and the Board, whether in respect of delay in execution of the job by the firm or the quality of the work done, or required to be done on demand and payment of part or whole of the work or breach of any of the terms of the agreement, or in respect of deduction to be made or extra payment to be recovered for work improperly done or not executed or in respect of work got done through another firm for default or breach, or non completion of work agreed to be done under the particulars and for assessment of the value thereof, and/or fixation of liabilities for the same between firm thereof or in respect of any act or omission arising out of the performance or non performance or obligations or duties pursuant to these presents, the said dispute or disputes shall be referred to the arbitration of the Chairman of the Board as a sole arbitrator and the provisions of the Indian Arbitration Act, 1996 shall apply. The decision so given by the Chairman of the Board as a sole arbitrator shall be final and binding upon both the parties and shall be subject to the exclusive jurisdiction of the courts at Bhopal.

**Secretary,
Board of Secondary Education
Madhya Pradesh**

ANNEXURE - A

PRE AND POST – EXAMINATION TENTATIVE TIME SCHEDULE FOR MAIN EXAMINATIONS MARCH-APRIL 2010

SNo.	Item of work	For Class 10 th
1.	Proof of All types of stationeries to be Submitted at Board for final approval of the design	15-11-2009
2.	Submission of the STR cases to the board for all examinations.	31-12-09
3.	Submission of Numerical Returns for printing of Question Papers	15-11-09
4.	Submission of the school wise details of all the students (Nominal Rolls) in hard copies as well as in Text file format to BSE.	15-10-09
5.	Delivery of the Admit cards, OMR award sheets Foil – Counter foil), check list for the Practical examinations for Regular and private Students for all examinations (school wise envelops) along with the database for the purpose of uploading it on the Board's website.	15-12-09
6.	Delivery of the Roll number Range List of the districts (2 copies) with soft copies in the order of Centre wise /School wise.	15-12-09
7.	Submission of the Application Master in DBF format to BSE.	15-12-09
8.	Submission of reprinted Admit Cards against faulty, deficit, miss delivery, lost and non printed (school wise envelops)	10-01-09
9.	Delivery of Attendance sheets, docket forms, check lists to be packed centre-wise, subject-wise.	31-01-10
10.	Submission of the student database and hard copies in the order of district wise/examination wise correction entry report to BSE after all corrections	25-01-09
11.	Delivery of the OMR award sheets (Foil – Counter foil), for all theory examinations.	15-02-10
12.	Collection of Foil-Counter foils of Practical examination of Regular and private Students from BSE	28-02-10
13.	Submission of Matched and Non matched records with mark wanting to BSE.	12-03-10
14.	Collection of Foil-Counter foils of Theory examination from BSE. (Lot-1 to Last-Lot)	15-03-10 to 15-04-10
15.	Completion of the scanning and data preparation of the OMR sheets and finalization of the data. Report to BSE	20-04-10
16.	Submission of Matched and Non matched records with mark wanting to BSE.	21-04-10
17.	Collection of marks data for the wanting from the Board.	23-04-10
18.	Collection of UFM and All categories files from BSE	23-04-10
19.	Dummy run of the Result for all examinations followed by	25-04-10

	the submission of the incomplete individual cases	
20.	Final Run of the results	28-04-10
21.	Delivery of the Results at BSE along with press copy with statistics, merit list and various statistics with CD/DVD of result database along with complete result-base for the purpose of uploading the same on the Board's website	30-04-10
22.	Submission of the Pending list of all examinations to the BSE.	30-04-10
23.	Declaration of Results	01-05-10
24.	Delivery of Mark sheets and Certificates to the Board.	01-05-10
25.	Submission of the Green sheets for all examinations to BSE	05-05-10
26.	Handing over of the complete database of Main Examination on DVD/Hard disk along with all related documents .	10-05-10

- Note:** (1) Schedule for the Supplementary Examinations would be made available separately to the Firm by the BSE.
- (2) This is a tentative time schedule. This schedule may vary as per the actual situation prevailing before the Board. The Firm shall follow the revised scheduled, if applicable.

ANNEX—B

Required Stationeries for Class 10th Examinations

Item No. As per Tender Form	Name of The Stationery (for various Examinations)	Quality of paper & size of form	Remarks
01.	Admission Cards (Single part)	90 (+) GSM A-4	Cut sheet Different colors for different exams printed on both sides.
02.	Attendance Sheets (Single part)	90 (+) GSM A-3 size White Paper	Cut sheet Different colors for different exams, printed on one side only.
03. (A) (B)	Foil and counter Foil (Single part) OMR patterned Theory part 15 roll no per sheet Practical Part 10 roll no per sheet	On +90 GSM(with tolerance of $\pm 4\%$) 15x12x1 size White paper	Foil and Counter foil are identical in size to be prepare on continuous stationery. All the stationeries are of different colors for different exams with both sides printing.
04.	Grade sheet ICR-OMR Pattern (30 roll numbers on one sheet)	On +90 GSM(with tolerance of $\pm 4\%$) (10x12x1)	
05.	Docket Forms (Single Part) 30 roll number per sheet	± 60 GSM White Paper (with tolerance of $\pm 4\%$) 10" x 8" x 1	
06.	Check List	60 GSM 10" x 12" x1	
07.	Tabulation Reg.	90 GSM (15"x12"x1)	
08.	Green Sheet	60 GSM (15"x12"x1)	

Note:

All the examination related stationeries are to be prepared by the firm strictly adhering to the specifications mentioned as above as instructed by the BSE.

Form for Covering Letter

(Location, Date)

From (Name of Firm)

To

The Secretary,
Board of Secondary Education, MP
Shivaji Nagar, Bhopal

Sir,

*Subject: BSE – Submission of Tender Form - Data Processing for
conduct of examinations and Result Preparation - Board Of
Secondary Education, M.P., for the Academic Year 2009-10.*
Ref : Tender Document of the BSE, MP

We the undersigned, offer to provide the services for the work mentioned in the above subject cited in accordance with the Tender Document of the BSE, MP. We are hereby submitting our proposal including standard formats. We are meeting the Pre-qualification criteria stated in the tender document.

- We have handled the complete examination work as described in the tender document for our client _____ at Address _____ for the Examination (details).
- We shall give performance guarantee of a Nationalised Bank for an amount of Rs.5 lakhs and security deposit of 5% of the total order value in the form of D.D.
- We will abide by all the terms & conditions mentioned in various sections of the Tender Document.
- If desired by BSE, We shall deploy our representative at Bhopal, who shall be available to the Secretary, BSE round the clock.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm
Address:



TECHNICAL DETAILS

***Data Processing for Conduct of Examinations
And Results Preparation Including Procurement of all
types of Stationery (Except Security Stationery)***

**for High School examination
conducted by the
Board of Secondary Education, Madhya Pradesh
for the Academic year 2009-2010**

**Board of Secondary Education
MADHYA PRADESH, BHOPAL**

FORM NO. 1

Experience and track record of the bidder in the field of the Data Processing & Result Preparation

A description of the firm's qualifications demonstrating prior Successful Deployments in either public or private sector:

A brief description of the company's experience (if any) in designing similar solutions for Government clients in India.

The details to be provided in this regard are:

Name of the Assignment		
Name of the client/ Designation/ Address/ Tel. No./e-mail		
Location of the Project		
Order No. & Date		
Start date and End Date		
Name of the associated consultants, if any		
Number of staff		
Approximate value of services	As per contract	As per actual
Narrative description of the project		
Technology used including Front end / Back end etc.		
Application software		
Any other information		

Note:

Tenderer must list the names of all the clients to whom it has provided services. The Tenderer shall be solely responsible for providing references that are available to be contacted. Tenderers shall also produce certificates about their satisfactory performance.

Signature of M.D.
(or)
Authorised Person

FORM NO. 2

**Composition Of The Team Personnel And
Tasks Of Each Team Member To Be Deployed For This Work**

1. Technical Staff

Sl.No	Name	Position	Task	Experience	Qualification
1.					
2.					
3.					

2. Support Staff

Sl.No.	Name	Position	Task
1.			
2.			
3.			

3. Data Entry Operators

Sl.No.	Name	Qualifications
1.		
2.		
3.		

**Signature of M.D.
(or)
Authorised Person**

FORM NO. 3

General Information of the Tenderer

The Tenderer shall furnish details on the following lines:

The Registered name of the firm	
Address of Registered office	(Registration Number and Registration authority)
Year of Incorporation	
Legal Status	Public Ltd. Co / Private Ltd. Co. / Partnership firm / Society / Trust / Cooperative, etc.
Technological Collaborations	
Business address for correspondence in India	Location
	Street
	City
	Pin Code
	Telephone / Facsimile
	Email
	Other (URL etc.)
Business Structure	
Quality Certifications	(Enclose Certificates copy)
Details of EMD furnished	Amount
	Date
	Bank & Branch

NOTE: The EMD shall be kept in the envelope 'A'.

**Signature of M.D.
(or)
Authorised Person**

FORM NO. 4

Particulars of Turnover

Name of the Tenderer	
Particulars of Turnover in the following years as per audited accounts	
Financial Year	<u>Total Turnover (in lakhs)</u>
2006-07	
2007-08	
2008-09	

Note:

1. Please attach audited Balance Sheets
2. Provide sufficient evidence to support information provided in the above table.

Signature of M.D.
(or)
Authorised Person

FORM NO. 5

All the resumes of the proposed team furnished in Form (4) shall be given in the following format.

RESUME FORMAT

Proposed Position	
Name	
Qualification	
Tasks proposed to be assigned	
Areas of Expertise	
Experience	
Period of association with the firm	

NOTE: Tenderer must submit resumes of Software Engineers/Programmers and other supporting staff with their qualification, experience in database and result preparation, expertise of working in the ICR/OMR scanning and its database preparation with the help of data-conversion technology, etc, who would be deployed for this project.

Signature of M.D.

(or)

Authorised Person

FORM NO. 6

DECLARATION

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

**Signature of M.D.
(or)
Authorised Person**



COMMERCIAL BID

***Data Processing for Conduct of Examinations
And Results Preparation Including Procurement of all
types of Stationery (Except Security Stationery)***

**for High School examination
conducted by the
Board of Secondary Education, Madhya Pradesh
for the Academic year 2009-2010**

**Board of Secondary Education
MADHYA PRADESH, BHOPAL**

Date: _____.

Financial Bid for High School Exam 2009-10

Scope of Job in Brief	Unit Rate Per Student (Inclusive of all taxes, expenses, charges, etc.)
1. For Entire work described in this document	<u>In Figures:</u>
	<u>In words:</u>

Note: Single rate on per student basis must be quoted.

CERTIFICATE

Certified that full contents of the tender document have been thoroughly studied and understood by us before quoting above mentioned unit rate. We shall not claim/charge any other amount by way of taxes, charges, expenses, etc. The unit rate quoted by us above is inclusive of everything.

Station:

Date:

Signature of M.D.

OR

Authorised person

Name & Designation:

with Office Seal.