

Price Rs.3000/-

Tender No. BSEH/ONLINE/HTET-01/2017



**Board of School Education Haryana,
Bhiwani**

BID DOCUMENT

**TENDER FOR ONLINE APPLICATION, DATA PROCESSING AND WORK
FOR HARYANA TEACHER ELIGIBILITY TEST CONDUCTED BY BOARD
IN DEC-2017.**

TO
SECRETARY,
BOARD OF SCHOOL EDUCATION HARYANA,
BHIWANI - 127021
(PH.: 01664- 243336 FAX : 01664- 241611)

Signature of bidder with Seal, Stamp and Address

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SECTION-I

BOARD OF SCHOOL EDUCATION HARYANA, BHIWANI

(An ISO Certified Organization)

NOTICE INVITING TENDER

On behalf of Board of School Education Haryana, Secretary of the Board of School Education Haryana Bhiwani invites E-tenders under two bid system from the reputed, experienced & Technologically sound Firms/Companies/Agencies/Societies having adequate infrastructure and Experience of handling the works of **(1) Registration, Data Processing and other works for HARYANA TEACHER ELIGIBILITY TEST(HTET)**. The Tender Document is available only at the Board's Website www.bseh.org.in and www.etenders.hry.nic.in and can be downloaded from the Board website for viewing from 10.10.2017 and last date for submission of bid documents is 23.10.2017 at 10.30 am. Any amendment /correction in the Tender Document will be done by the Board Authority through www.etenders.hry.nic.in. Prospective bidders are requested to regularly visit/check the Board's Website. The cost of bid document is 3000/- and EMD to be deposited in Board's Account Number 04791450000663 of HDFC Bank by direct or RTGS (Real Time Gross Settlement) and the proof of deposited slip should be enclosed/upload with the tender document. Completely filled-up Bid Document must be submitted only online to Secretary, Board of School Education Haryana, Bhiwani through www.etenders.hry.nic.in. The Technical Bids shall be opened on 23.10.2017 at 11:00 a.m. by the committee authorized by the Secretary for this purpose in the Board's Committee Room in the presence of the bidder who wish to remain present. The Financial Bids for the bidder who's Technical Bids found complete and confirm the eligibility criteria, shall be opened later. No tender by Fax/E-mail will be entertained. Conditional tender will not be accepted. Incomplete bids shall be similarly rejected. The competent authority of the Board reserves the right to accept or to reject any or all bids without assigning any reason.

SECRETARY

SECTION-II
TENDER SUMMARY

Sr. No.	Tender No	BSEH / ONLINE-01 / 2016-2017
1	Description	1. Providing Online Services for registration and processing of Candidate's data for HTET Examination.
2	EMD	Rs. 100000/- (Rs. One Lac only)
3	Tender Document Cost	Rs. 3000/- (Rs. Three Thousand Only) for each bid.
4	Last Date of bid Submission	23.10.2017 before 10:30 am
5	Date & Time for opening Technical Bid	23.10.2017 at 11:00 am
6	Date & Time For Placing The List Of Technically Shortlisted Bidders On Board's Website	24.10.2017
7	Date & Time For Demonstration of Capabilities in execution of similar work as Part of Technical Bid by Shortlisted Bidders.	25.10.2017 10:00 am
8	Venue for Demonstration	Committee Room
9	Date & Time for opening Financial Bid	27.10.2017 at 11:00 am
10	Tentative Date of Placing of Order.	31.10.2017
11	Tentative Date of Signing of Agreement and Deposit of Performance Security.	03.11.2017
12	Tentative date for achieving GO LIVE stage	07.11.2017
13	Contact Person for any Query Regarding Bid Document.	Asstt. Secretary ,Special Exam Cell, BSEH, Bhiwani. Mob:- 9813601224, E-mail:splexam@bseh.org.in

SECTION-III

REQUEST FOR PROPOSAL

Board of School Education Haryana, Bhiwani, an ISO Certified Organization, is the only Board in Haryana, responsible for the conduct of various examinations at school level in the entire state. The Board intends to invite bids for online registration of application and data processing for Haryana Teacher Eligibility Test 2017-18. For this purpose, apply through e-tendering under two bid system 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 **Registration, Processing of Candidates and other online services**. The e-tenders are to be submitted with Technical and Financial Bids in separate bid online portal latest by 10.10.2017. Separate bids (Both Technical & Financial) are to be submitted for each work with required amount of EMD to be deposited in Board's Account Number 04791450000663 (IFSC CODE HDFC0000479). The Technical Bids will be opened on 23-10-2017 at 11:00 a.m. The shortlisted Bidders are required to make a presentation to prove their Technical Capabilities as part of the technical bid to Demo the execution of similar works on 25.10.2017 at 10:00 a.m. The Financial Bids of only those bidders who qualify in technical evaluation will be opened on 27-10-2017 at 11:00 am. The bidders may quote the rates for all or any of the works

SECTION-IV

INSTRUCTIONS TO BIDDERS

1. Details of Works:

Details of works are given in **Section-VII**.

2. Eligibility Conditions (Qualification Criteria)

The bidder must fulfill the following Qualification Criteria / Eligibility Conditions

PART A

- i) The bidder must deposit the Non-refundable Tender Document fee of Rs. 3000/- in the Board's Account Number 04791450000663 (HDFC Bank) for each bid for each work. Similarly the bidder must deposit the required amount of EMD as prescribed for the related work in the same Bank Account, along with the bid document submission.
- 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 Tender Document. If the bidders 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 Tender Document. 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 100/- as per the given format in **Annexure-2**.
- v) The bidder must have VAT Registration Number (Registration Number of the Firm/Company/Agency) that is TIN, PAN of Firm/Company/Agency/Society and Service Tax Registration Number. Apart from the above the bidder must have valid EPF Registration Number and ESI Registration Number.
- vi) The Firm/Company/Agency must have ISO 27001.
- vii) The bidder must have minimum Annual Turnover of Rs. One Crore in average in each of the last three financial Year via 2014-2015, 2015-2016 and 2016-17. The bidder must submit self-attested copies of the Audited Trading, Profit and Loss Account Statement and Balance Sheet for the last Three Financial Years as cited above.
- viii) The bidder must have independently handled assignments of similar nature in the last three years in any Boards/Organization **Universities** etc. Assignments of similar nature must include the major activity such as online registration of candidates, collection of the due examination fee through the gateway payment mode reconciliation of examination fee, modification of candidates data, generation of check lists, cut lists, Admit Cards, scanning of OMR award sheets, result compilation, generate result reports, printing of all type of certificate etc. by the bidder. Works executed for exams held for recruitment test for any such type of test other than that mentioned in the scope of works, will not be

considered by the Board. The bidder must enclose self-attested copies of Satisfactory Completion/ Performance Certificate for the works executed by it in last three Financial/Academic years along with the self-attested copies of work orders and agreement concerned. The bidder should have atleast three year experience of Developing Application/Software in open software technologies, hosting of Online application and examination processing (Pre and Post) of any Board/University/Organization etc.

- ix) The bidder must have executed successfully and satisfactorily both the pre and post examination works of similar nature as describe in viii) Part-A, in online mode for at least three lacks candidates (Registration of candidates through online mode and Data Processing with end to end solution), during any one year out of the last three years (Academic /Financial year/Session).
- 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. nor should have any litigation enquiry pending with any of these Department or Court of Law with regards to the works executed by it in the last five years.
- xi) The firm must have experience of TET Examination of any year.

PART B

- i. The bidder must have on his pay role at least Fifty to Eighty 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:

- a. Notice Inviting Tender.
- b. Instructions to bidders.
- c. General condition (Commercial) of the contract.
- d. Special conditions of contract.
- e. Details of Work.
- f. Technical Bid.

- g. Financial Bid.
 - h. **Annexure-2**. (Undertaking on a Stamp Paper of Rs. 100/-)
 - i. Bid Security Form.
 - j. Performance Security Bond Form.
 - k. Letter of Authorization to attend bid opening.
 - l. Consent for selective activities.
 - m. All sections and Annexure.
- 4.2 The bidder must have facility for scanning OMR, processing, printing under one roof and in a secured environment.
The bidder must have following facilities:-
- i. OMR scanners of speed 5000-7000 sheets per hour.
 - ii. Heavy Duty color Laser Printer. (Total laser printing capacity at least 200 ppm)
 - iii. 20 Computer/Laptop System with minimum P-V/i5 configuration.
 - iv. Data Transmission facility.
 - v. Power Backup Gen set/UPS facility.
 - vi. Broadband and FTP connection facilities
- 4.3 The bidder is requested to examine (Section-IV) 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.
- 4.4 A prospective bidder requiring any clarification on the Bid document shall notify the Board in writing. The Board shall respond in writing to any request for the clarification of bid document which it receives not later than 3 days prior to the date of opening of Tender.
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 as prescribed for various works should be deposited in the Board's Account Number 04791450000663 (HDFC Bank).
 - (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 enclosed 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. 100/- as per the given format in **Annexure-2**.
- (v) Self Attested copy of PAN Number Card under Income Tax Act, of Registration Number/TIN, EPF Registration Number and ESI Registration Number.
- (vi) Self Attested copy of ISO Certification.
- (vii) Self Attested copies of Annual Income Tax Returns of Previous Three years 2014-2015, 2015-2016 and 2016-17 supported by audited trading, Profit and Loss Account and Balance Sheet for the last three 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/correction in the tender will be done through Board's website only and this amendments/correction will be binding on them.

7. **Documents comprising the Bid**

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

- a. Documentary Evidence established in accordance with clause-2 (Section-IV) and as detailed in clause-5 (Section-IV), that the bidder is eligible to bid and is qualified to perform the contract.
- b. Bid Security furnished in accordance with clause-11 (Section-IV).
- c. A clause by clause compliance as per clause-10 (Section-IV).

- d. Bid Form and price schedule completed in accordance with clause-8 and 9 (Section-IV).

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 supplier shall quote strictly as per Financial Bid given in section-IX.
- 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 VIII), and special conditions (Section-VI) shall be given. In case of deviation, a statement of deviation shall be given.

11. **Bid Security**

11.1 Pursuant to clause 7(b) (Section-IV), the bidder must deposit bid security as prescribed for the various works. The Bid Security should be deposited in the Board's Account Number 04791450000663 HDFC Bank.

11.2 The successful bidder's security will be discharged upon the bidders acceptance of the award of contract satisfactorily in accordance with clause-15 (Section-IV) and furnishing the performance security along with agreement (non-judicial stamp paper of Rs 100/-),within one month 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 clause-18 (Section-IV).
 - ii) To furnish performance security in accordance with clause-2 of Section-IV.
 - 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.

12.1.1 The over writing / erasures in the bid made by the bidder shall be attested by the person signing the bid.

13. **Submission of Bid.**

- i) The bid should be submitted on line to the Secretary Board of School Education, Haryana before due date and time.
- ii) Any bid received after the dead line for submission of bids shall be rejected.

14. **Bid opening**

Board of School Education Haryana, Bhiwani shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date and time. Authorization letter to this effect shall be submitted by the bidder before they are followed to participate in bid opening (Format is given in section- XII).

15. **Evaluation**

15.1 Board of School Education Haryana, Bhiwani 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. Board of School Education Haryana, Bhiwani 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 nonresponsive 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 IX of the bid document.

15.5 **Premises of new agencies shall be visited / inspected by the committee of Board's officers to ensure competency and capability of the agency without disclosing the date of visit.**

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 taking into consideration the Revised Negotiation Policy 2014 of the Government of Haryana,

as per the Government Order No. 2/2/2010-4-IB-II dated 16th June 2014 of Directorate of Supplies and Disposals, Industries and Commerce Department Government of Haryana.

16. **Award of Contract**

Board of School Education Haryana, Bhiwani 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 X of the bid document) in conformity within one month of issue of letter of intent along with copy of agreement on non-judicial stamp paper of Rs100/- In case of **delay, Rs 500/- per day** shall be imposed as penalty which will be deducted from the first bill of the agency.

17. **Right to vary quantities**

Board of School Education Haryana, Bhiwani will have the right to increase or decrease the required services specified in the schedule of requirement without any change in charges of the offered quantity and in other terms and conditions at the time of award of contract.

18. **Signing of Contract**

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 in pursuant to clause 11.

19. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause-18 (Section-IV) 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**

(i) The bid (Technical & Financial) shall remain valid for 90 days after the date of opening of financial bids. A bid valid for a shorter period shall be rejected by Board as non-responsive.

(ii) 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.

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 gateway

payment 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 Gateway payment 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 and the contract.

22. **Reconciliation of various fee**

The Examination fee for all the works with or without late fee etc. deposited by the candidates, or by anyone else either 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. Soft copy of MIS shall be provided by the Bank (as decided by the Board) to the vendor on daily basis.

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

The prospective bidder must provide the end to end solution with the least paperwork for the various works as mention 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 by anyone at the end user needs to be promptly attended by the prospective bidder. 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 24X7 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-V

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 one month of conveying BOARD's intention 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 and the Performa provided in section XI of the bid document.
- 2.3 Performance Security will be discharged after completion of contractor'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

- (a) No advance payment will be made under any circumstances. Payment shall 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.
- (b) 80% payment shall be made after successful completion of pre & post examination work after submission of bills by the Firm and remaining 20% shall be made after 60 days from the date of result declaration and satisfactory receiving report from concerned Branches.

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.
 - (a) 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.
 - (b) 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 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 60days 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, Board of School Education Haryana, Bhiwani 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, Board of School Education Haryana, Bhiwani or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chairman, Board of School Education Haryana, Bhiwani 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 Haryana or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

8.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

- 8.3 The venue of the arbitration proceeding shall be Office of the Chairman, Board of School Education Haryana, Bhiwani at Bhiwani or such other place as the arbitrator may decide.

SECTION-VI

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the Instruction to Bidders as contained in Section-IV and General (Commercial) Conditions of the contract as contained in Section-V and wherever there is a conflict, the provisions herein shall prevail over those in Section-IV and Section-V.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of Haryana, 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-XII) 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 Board of School Education Haryana, Bhiwani 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 on the part of the computing agency, it shall be liable to pay charges of **Rs 5000/- 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 shall also be recovered from the Contractor either fully or partially.
11. The Board may allot the work 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 stationary and pre-printed stationary for printing of reports to be given to the Board will be supplied by the agency. Blank certificates/Reappear cards will be provided by the Board. Stationery will be of following standard:-

(a) Plain stationery	70 Gsm (A-4/FS/C.S)
(b) Pre-printed stationery	
Admit Cards (colored pht, sig.)	90 Gsm (A-4/FS)
Signature Chart (colored)	90 Gsm (A-4/FS)
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 penalized for **Rs 10,000/-** for OMR sheets and **Rs 5000/-** for other stationery each. Besides imposing of penalty decided by the Secretary but not less than Rs. **20,000/**.
15. 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.
16. 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.
17. 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.
18. All type of data checking will be the responsibility of the computing agency.
19. The agency will have to ensure 100% accuracy of the inputs and outputs.
20. Wastage of stationery supplied by the Board while testing/printing should not exceed 0.5 %.
21. 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 to the Board) shall be the responsibility of the firm. For a mistake observed after completion of work, the agency will have to pay charges as under:-

- (a) Any mistake in particulars @ Rs.100/- per candidate.
 - (b) For change in photo/sign on certificates @ Rs. 300/- per candidate
 - (c) For wrong declaration of result @ Rs. 500/- per candidate
 - (d) In case of the services of the Server provided by the firm get down in that case Secretary will be empowered to impose the penalty on the firm upto 5 lacs maximum.
22. 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.
23. 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.
24. The agency will have to supply copies of each report as intimated by the Board.
25. The Bidder/Firm must handover the Source Code used for the various Software related to Pre-Exam and Post-Exam activities programme with full documentation. (The Source Code of Web based/Internet based Software is not required by the Board).
26. Admin Panel
- I Secretary (Chief Administrator)
 - II. SSE
 - III. Two IDs for Branch users.
27. The Bidder/Firm/Agency must handover data backup of all stages, confirmation page etc. in 1TB hard disk (Sony).

SECTION-VII

DETAILS OF

**Name of Work. Tender For Online Application, Data Processing Work
For Haryana Teacher Eligibility Test Session 2015-16**

A. SCOPE OF WORK

This Board conducts Haryana Teacher Eligibility Examination is likely to be commenced tentatively from the first week of December. 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 Haryana Teacher Eligibility Examination. The Board expects from the prospective bidders capture online data of the candidate through Aadhar no. and provide **“End to End Solution”** for the above works with least paper work.

B. OBLIGATION OF BOARD

1. To supply hard/soft copy of input documents/layouts used in the system.
2. To supply hard/soft copy of various reports to be prepared.
3. To supply hard/soft copy of important instructions / policies affecting the system.
4. To prepare time line of the system to provide end to end solution.
5. To approve layout of report formats.
6. To provide any other intermediate information required for the system.
7. To provide pre-printed stationery like certificate.
8. Center Master
9. The concerned Branch (HTET) will be provided the Business Rules/Validation Checks to making the application to the Firm.
10. The concerned Branch also provided the terms and conditions to implement the key.

C. OBLIGATIONS OF AGENCY

1. To submit Software Requirement Specification (SRS) after feasible study and its approval from the Board strictly in a time bound manner.
2. Arrangement of Dedicated High-end Server in Cloud Computing Environment in Indian-pacific zone.
3. Development of applications namely “Registration of candidate data of HTET Exams”.
4. User Acceptance Test (UAT) of each application and obtain approval of the same from end user branches.
5. Auditing/Security provisions of application and Database. For candidates appearing in the Dec. 2017 HTET examination.
6. Hosting of Application as per time line decided.
7. Processing of Database after closing Date in a phased manner.
8. The firm will provide the services of software Engineers/Programmers in the Board’s premises during the whole period of the work.
9. To set up **HELP DESK** at Board Premises having trained, qualified and suitable staff (Minimum Ten in number) to provide back-end support. Apart from Help Desk.
10. The firm will also prepare the Software on the following items:-

- a. Candidates will get the Image/Photocopy after ICR of his OMR sheet through email.
- b. The candidates will pay the fee for photocopy/image of OMR through getaway payment.
- c. The Firm will train the HTET Branch Staff to handle/supervisor this application.
- d. The Complete Software with complete documentation handed over to the Computer Cell.

C. VOLUME OF WORK

As per the available data related to the candidates who have appeared in Examination, it is expected that approximately 450000 number of candidates are supposed to appear in HTET Examination of the Board held in Dec-2017.

D. PERIOD DURING WHICH THE WORK IS TO BE DONE

The entire work from the registration of the candidates to be completed in such a time bound/scheduled. The details of Pre-Examination Activities of HTET Exam. Dec. 2017 Activities have been mentioned in an **Annexure-5**.

SECTION-VIII

Board of School Education Haryana, Bhiwani.

Technical Bid for online Database preparation, Processing of examination and other application for the HTET Examination.

(* Please attach relevant documents only in addition to as per clause 5 (section II))

ABOUT THE FIRM

1	Year of Establishment	
2	Type of firm (Proprietary/Private/Public/Govt.)	
3	Total Turnover during (Attach proof) 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/Universities. 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 2017 2016 2015
8	Name and contact number of officials to whom you provided the above services.	
9	PF contribution for employees and ESI registration (Attach proof)	

10	Mention PAN / TAN	
11	Have you ever been Blacklisted / Debarred. If no Attach affidavit	

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	OMR Scanner(Nos make speed)	
6	Computer systems / nodes (Nos Model)	
7	Data backup facilities	
8	Colored laser printers (Nos make speed)	

Details of Earnest Money deposit:

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

SECTION-IX

Board of School Education Haryana, Bhiwani

Financial Bid for online Database preparation, Processing of examination and other application as mentioned in Obligations (Section V (C)) for the HTET Examination.

NOTE : 1. TO BE SEALED SEPARATELY.

2. Rates must be inclusive of all taxes as applicable.

RATES FOR THE WORKS INDICATED IN THE BID DOCUMENTS

Work No.	Work Name	Rates In Words and Figures (Rates must be inclusive of all taxes as applicable)	Unit
1	TENDER FOR ONLINE APPLICATION, DATA PROCESSING WORK FOR HARYANA TEACHER ELIGIBILITY TEST SESSION 2015-16	With KYC Aadhar Based...../- In Word) Without KYC Aadhar Based...../- In Word)	Per candidate

SECTION-X

BID SECURITY FORM

Whereas (Hereafter called "the Bidder") has submitted its bid dated For Tender No..... dated. at.....**KNOW ALL MEN** by these Presents that Weof.....having our registered office at (Hereafter called "the Bank") are bound unto Secretary, Board of School Education Haryana, and Bhiwani in the sum of Rs..... For which payment will and truly to be made the Bank binds itself, its successors and assigns by these Present.

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, Board of School Education Haryana, Bhiwani** 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 Witness
Name of Witness
Address of Witness

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

SECTION-XI

PERFORMANCE SECURITY GUARANTEE BOND FORM

In consideration of Board of School Education Haryana, Bhiwani (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 contractor's of any of the Terms & conditions contained in the said agreement or by reason of the contractors 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 notwithstanding 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 unequivocal. 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, Board of School Education Haryana, Bhiwani that the Secretary, Board of School Education Haryana, Bhiwani shall have the fullest liberty without our consent and without affecting in any manner our obligations here under 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, Board of School Education Haryana, Bhiwani 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, Board of School Education Haryana, Bhiwani or any indulgence by the Secretary, Board of School Education Haryana, Bhiwani to the said contractor(s) or by any such matter or thing what so ever 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-XII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To

Secretary,
Board of School Education Haryana,
Bhiwani-127021

Subject –Authorization for attending bid opening in the Tender for Online Application and Data Processing for HTET Examination.

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

Order of Preference Name Specimen Signature

I.

II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION-XIII
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:

Annexure-1

TENDER FORM FOR

1. Cost of tender :Rs 3,000.00
2. Due date for submission of tender 23.10.2017 at 10:30 am.
3. Opening time and date of Technical Bid 23.10.2017 at 11:00 am.
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.

Affix duly Attested
P.P. Size recent
photograph of the
prospective bidder.

12. Details of Bid Security deposited:

(a) Amount: Rs. _____

(Rupees in words also) _____

(b) FDR No. or DD No. or _____

Bank Guarantee in favour of

(c) Date of issue: _____

(d) Name of issuing authority: _____

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)

**(ON A STAMP PAPER OF Rs. 100/-)
UNDERTAKING**

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

Dated:

To
The Secretary
Board of School Education Haryana,
Bhiwani-127021

(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 thisDay of2017

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

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 deposited in Board's Bank A/c (proof enclosed).	
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. 100/- as per the given Format, Annexure-2	
5	Self-attested copy of PAN card. Self-attested copy of Service Tax Registration Number Self-attested copy of Registration Number of the firm/agency Self-attested copy of valid EPF Registration Number Self-attested copy of valid ESI Registration Number	
6	Self-attested copy of ISO 27001	
7	Self-attested copy of Annual Income Tax Returns of previous three years supported by audited trading, Profit & Loss Account and balance sheets for the last three financial year	
8	Proof of satisfactorily execution of similar works as specified in the Eligibility Criteria as per Section IV, Clause 5. (ix).Names of the Key Persons and their Contact No. of the organization concerned be mentioned	
9	Self-Attested copies of execution of examination work for at least Three lacs candidates	
10.	An affidavit that the Firm/Company/Agency/Society has not been debarred 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

(Online Data Capturing/Registration, Pre Exam and Post Exam Activities)

1. Registration of Candidates online through Aadhar No.
2. Roll number generation as per directions of Board.
3. Center Allotment of Students based on list of centers and center allotment policy of the Board. Agency will supply reports in desired format
 - (a) Final List - One Copy with centers marked.
 - (c) Agency will provide the statistical reports for distributing the question paper to different district/centers as required by Board, these are:
 - (i) District Wise , Center wise and subject wise number of candidates
 - (ii) Packing Slips
 - (iii) Packing Memo/Challan
 - (iv) One Line report (Unit Summary)
 - (v) Any other report(s) required.
 - (vi) Printed OMR Sheets with F.R. No., Subject wise and Bag wise.
4. Signature Chart with Photo (colored) & Signature - One Copy Center-wise
5. Board will supply list of UMC/Cancel/GAP/RLE/RLF/Absentees. Agency will mark their records in database for non-declaration of their results and to block the downloading of admits cards as per the case applicable.
6. CD of admit cards with photo/sign. to upload on Board's web site for downloading.
7. Exam Duties:-
 - a) Supply the List of Center Superintendents and Supervisory Staff (Scroll/letters/key etc.) as per policy supplied by the Board.
 - c) Supply of List of Head Examiners and Sub Examiners for evaluation of Answer Book (Marking Duty) as per policy supplied by the board.
 - d)
8. All the updation in the examination data will be the responsibility of the firm, whenever, required by the office.

Post Examination Activities:

1. Post Scanning of OMR award sheets for preparing result.
2. Address Slips of candidates.
3. Agency will provide the dummy result based on pass formula provided by Board.
4. Printing of Mis-Match Report for checking.
5. List of Students for which marks are wanted.
6. Finalize the result data by following step 1-5.
7. Supply of Dummy Result for Test Checking.
8. Sample Result of One Distt. for Checking before finalization and declaration of results.
9. Pass Percentage & Statistical report as per requirement of board.
10. All Type of Statistical Reports for pre and post exams as per Performa/requirements supplied by the Board.
11. Updating the withheld cases in result file which are to be supplied by the Board.
12. Preparing the data on CD for uploading the result in internet and IVRS System.
13. Gazettes in triplicate copies as desired by the Board.
14. Result Sheets as desired by the Board.
15. Complete Merit List with Merit Certificate to be supplied by the firm.
16. Printing of Certificates of Qualification with photo and signature.
17. Final backup of result files and images, on Hard-Disk, in a format as desired by the Board.

AGREEMENT

This Agreement entered into the ____ day of ____ 2017 between The Board of School Education, Haryana, Bhiwani (hereinafter referred To as BOARD which expression shall include its successors and Assignees) through its secretary (SECRETARY) on one part and M/S_____In incorporated under the Companies ACT, 1956 (herein after referred to As the Company which expression shall include its successors and Assignees) on the other part. Whereas the BOARD is desirous of Getting the work of Pre and Post phase examination processing /Printing job work as per Scope of work of _____ Examination (computerized/scanning) for about __ lakh candidates(Regular/private) and the _____ has Agreed to undertake the said job, on terms and conditions mentioned Hereinafter.

1. OBLIGATION OF BOARD

1. To supply hard/soft copy of input documents/layouts used in the system.
2. To supply hard/soft copy of various reports to be prepared.
3. To supply hard/soft copy of important instructions / policies affecting the system.
4. To prepare time line of the system to provide end to end solution.
5. To approve layout of report formats.
6. To provide any other intermediate information required for the system.
7. To provide pre-printed stationery like certificate.
8. Center Master
9. The concerned Branch (HTET) will be provided the Business Rules/Validation Checks to making the application to the Firm.
- 10 The concerned Branch also provided the terms and conditions to implement the key.

2. OBLIGATIONS OF AGENCY

1. To submit Software Requirement Specification (SRS) after feasible study and its approval from the Board strictly in a time bound manner.
2. Arrangement of Dedicated High-end Server in Cloud Computing Environment in Indian-pacific zone.
3. Development of applications namely "Registration of candidate data of HTET Exams".
4. User Acceptance Test (UAT) of each application and obtain approval of the same from end user branches.
5. Auditing/Security provisions of application and Database. For candidates appearing in the Dec. 2017 HTET examination.
6. Hosting of Application as per time line decided.
7. Processing of Database after closing Date in a phased manner.
8. The firm will provide the services of software Engineers/Programmers in the Board's premises during the whole period of the work.
9. To set up **HELP DESK** at Board Premises having trained, qualified and suitable staff (Minimum Ten in number) to provide back-end support. Apart from Help Desk.
10. The firm will also prepare the Software on the following items:-
 - e. Candidates will get the Image/Photocopy after ICR of his OMR sheet through email.
 - f. The candidates will pay the fee for photocopy/image of OMR through getaway payment.
 - g. The Firm will train the HTET Branch Staff to handle/supervisor this application.

The Complete Software with complete documentation handed over to the Computer Cell.

3. GENERAL CONDITIONS:

- a) Terms and conditions sent with the tender and accepted by the Company will form apart of this agreement in addition to other conditions of the agreement.

- b) The **Secretary reserves the right** to carry out the capability assessment of the company and the secretary's decision shall be final in this regard.
- c) The Board will not pay any charges for Boarding, lodging and transportation facilities for the company or its representative.
- d) The post phase work will be allotted to the company only if pre phase job is completed as per schedule, satisfactorily well in time with utmost accuracy.
- e) The Board will have free access to the company premises for ascertaining progress of examination work at any time without any prior notice. Lodging and boarding arrangements of authorized officers of the board, as and when required shall be borne by the company.
- f) The allotment of work is for Academic Year 2016-2017 Examination/Application processing (pre & post) for both annual and supplementary examination. The Board may allot the work or may divide the work between one or two agencies as per decision of the **Chairman of the Board**. The Board may rotate the activities among the agencies in any session in view of performance and capabilities.
- g) All types of stationery required, except certificates and re-appear cards , for printing work will be provided by the company as per the following standards:-
 - a) Plain stationery 70 Gsm for continuous Stationery or standard cut sheets of size A4/FS/CS
 - b) Pre-printed stationery
 - Signature Chart 90 Gsm IS for A4/FS
 - OMR sheets 105 Gsm IS

Lab test for paper grammage, used by the agency, will be got done by the Board based on random sample selected and cost of testing shall be deducted from the bill of the agency.

- h) The charges will be paid on the basis of actual number of candidates registered for an examination / session /Application.
- i) If the failure/deficiency is on the Board's part it shall be liable to compensate suitably for the loss incurred by the company
- j) Wastage while testing of printing templates on stationery supplied by the Board should not exceed 0.5 %.
- k) Data inputs/reports receipts from the Board and its safe delivery to Board's office shall be the responsibility of the Agency. This may be in a single lot or in phased manner. Labor required in this regard has to be arranged by the agency.

4. SCHEDULE OF PAYMENTS:

- (a) Payments shall be made on the basis of actual number of Admit Card to the students be issued for an examination.
- (b) 80% payment shall be made after successful completion of pre & post examination work after submission of bills by the Firm and remaining 20% shall be make after 60 days from the date of result declaration and satisfactory receiving report from concerned Branches.

5. TIME SCHEDULE:

The time schedule of pre and post examination will be fixed by mutual consent and the Board's decision in this regards will be final and binding. In any circumstances requirements of the Board shall be accommodated.

6. SECURITIES & BANK GUARANTEE:

- a) Company shall submit a Demand Draft of the value equivalent to 10% of the current session job's value or as per allotment in favour of **Secretary Board of School Education, Haryana, Bhiwani**. The same should be valid up to December-2017.After submission of Bid security, deposited will be released as such within 40 days.
- b) The company will be required to meet the schedule of job given by the Board and mutually agreed to by him/them and would abide by the terms and conditions of the contract, failing

which the Board reserves the right to forfeit the full or part of the said Performance Security, as the case may be.

- c) If the company refuses to undertake the allotted work or delays the work deliberately and unnecessarily, allotment order will be cancelled, company will be black-listed and Performance Security will be forfeited. In such a case **decision of the Secretary** will be final and binding.
- d) If at any stage the work is found to be unsatisfactory, the same will be withdrawn and Performance Security submitted by the company will be forfeited and the company will be black-listed.

7. PENALTIES:

(a) In case of under or over grammage (other than specified IS+ standard), agency will be panelized for Rs10,000/= for OMR sheets and Rs 5000/= for other Stationery(b) 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;

- (1) Any mistake in particulars @ Rs.100/- per candidate.
- (2) For change in photo /sign on certificates @ Rs. 300/- per candidate
- (3) For wrong declaration of result @ Rs. 500/- per Candidate
- (4) For unnecessary or unjustified delay penalty @ Rs. 5000/- per day will be imposed. The Secretary of the Board is empowered to impose penalty as he deems fit and appropriate. The vendor will be provided an opportunity to submit justification for delay, if any, and if they fail to provide any **reasonable ground for delay**, it will be considered as unnecessary or unjustified delay, which will be decided by the Secretary of the Board.
- (b) For unsuccessful implementation of any activity as per list of Pre-phase or Post-Phase activities, the Secretary of the Board is empowered to impose any penalty upto 4% of the total amount claimed in the bill, per activity, as he deems fit and appropriate.
- (c) On not being able to execute the work as per the timeline decided by the Board, the penalty will be imposed on the bidders as decided by the **Board's Secretary** as per the gravity/seriousness of the activities of the timeline.

8. RATES:

a) Work is allotted at the given rates for Development , hosting of web-application and entire processing of pre and post examination (Annual or Supplementary) in view of activities mentioned in section V (c) of Terms & conditions as Scope of Work /obligations :-

Work No.	Work Name	Rates In Words and Figures (Rates must be inclusive of all taxes as applicable)	Unit
1	TENDER FOR ONLINE APPLICATION, DATA PROCESSING WORK FOR HARYANA TEACHER ELIGIBILITY TEST SESSION 2015-16	With KYC Aadhar Based...../- In Word) Without KYC Aadhar Based...../- In Word) 	Per candidate

(* Fill up rates whichever is applicable and cross others.)

a) The rates quoted for the application and pre & post examination processing shall remain fixed throughout the period of contract and this contract will remain valid up to the date of completion of job in all respect.

9. TAXES AND DUTIES:

The company shall be solely responsible for the payment of all taxes and duties, license fees, octroi etc. incurred until completion of the job in all respect. However, Income Tax will be deducted at

source by the Board as per provision of Income tax Act/Rules in force. The rates quoted must be inclusive of all Taxes as applicable.

10. INSURANCE:

The Board will not pay for any insurance charges against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery etc.

11. FORCE MAJEURE DURING THE PENDENCY

During the pendency of the contract if the performance in whole/part by either party is prevented/delayed by causes arising due to any war, hostilities , civil commotion , act of public enemy, sabotage, fire, floods, explosion, epidemics, non availability of raw material and other consumables , postponement of examination due to un avoidable circumstances, embargo act of civil/military war, or any there causes including breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happening is notified in writing within 7 days from the date of occurrence. The work shall be resumed under the contract as soon as possible after the happening/event ceases to exist.

12. OTHER CONDITIONS:

If some latest technology or equivalent, applicable in examination processing, is introduced, the company may offer its proposal with rates and terms & conditions for consideration and subsequent implementation may be made after mutual consent of both the parties.

13. ARBITRATION:

All disputes, differences, claims and demands arising of pursuant to or touching the contract shall be referred to the sole Arbitrator, **Chairman, Board of School Education, Haryana, Bhiwani**. The award of the sole Arbitrator shall be final and binding on both the parties under the provisions of the Arbitration Act, 1940 or by statutory modification re-enactment thereof for the time being in force. Such arbitration shall be held at Bhiwani.

14. JURISDICTION OF COURTS:

In all matters and disputes arising there under the appropriate Courts at Bhiwani shall have jurisdiction to entertain and try them.

Signature of the Board Authority_____

Signature of Bidder_____

Name of the Board Authority _____

Name of Bidder _____

Designation of the Board Authority_____

Designation of Bidder_____

Board of School Education Haryana,
Bhiwani-127021 _____

Address of Bidder_____

Witness Signature _____

Witness Signature _____

Witness Name _____

Witness Name _____

Witness Designation _____

Witness Designation _____

Board of School Education Haryana,
Bhiwani-127021

For and behalf of Bidder

Draft for approval Please.

A.S.(Sr.Sec)

A.S.(Sec)

A.S.(Open)

A.D.(Spl.)

S.S.E.-I

D.S. (EXAM)

D.S. (Cond.)

D.S.(Secy.)

C.A.O.

S.S.E.-II

W/Secretary