

REQUEST FOR PROPOSAL (RFP)

**“ASSESSMENT OF SPEAKING AND LISTENING SKILLS (ASL)
BENCHMARKING OF STUDENTS AND CERTIFICATION OF STUDENTS
ACHIEVEMENTS IN ASL TO INTERNATIONAL STANDARDS AND TRAINING OF
TEACHERS AS ORAL EXAMINERS FOR CLASSES IX & XI For 2012 TO 2016”**

**CENTRAL BOARD OF SECONDARY EDUCATION
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1. INTRODUCTION

1.1 CBSE ORGANISATION AND OBJECTIVES

The Central Board of Secondary Education (CBSE), a registered society and an autonomous organization under Ministry of Human Resource Development, Government of India, is one of the important National Boards of the country. The main objectives of the Board are to serve the educational Institutions effectively and to be responsive to the educational needs of the students.

1.2 DETAILS OF NUMBER OF CBSE REGIONS AND AFFILIATED SCHOOLS

The Board has approx. 12,300 schools affiliated with it spread over eight regions in India including 150 schools in twenty one countries. The prime focus of the Board is on (a) prescription of suitable curriculum for its various schemes of examination in both academic and vocational streams (b) regularly updating the pedagogical skills of the teachers and administrators by conducting in-service training programme and workshops, c) setting norms for affiliation of institutions for the purpose of public examination and; d) prescribing as well as updating the course of instructions to raise the academic standards in the country.

2 SCOPE OF WORK

CCE (Continuous and Comprehensive Evaluation) the flag ship project of CBSE has clearly outlined the significance of Speaking and Listening Skills as part of co-scholastic areas of achievement by every learner and also stresses the clear integration of assessment of Speaking and Listening Skills as part of the curriculum transaction. The CCE was introduced in its strengthened form 2009 in all CBSE affiliated schools.

Some of the important objectives of CCE are as follows:

- To make assessment an integral part of teaching-learning process.
- To use evaluation for improvement of students' achievement and teaching- learning strategies on the basis of regular diagnosis followed by remedial instructions.
- To use evaluation as a quality control device to maintain the desired standard of performance.
- As good communication skills raise the self-esteem of a student, CBSE essentially desires that the student acquires proficiency in it by the time he/ she leaves the portals of the school. In present day global markets, speaking and listening are considered to be the essential skills of life. Since CBSE as a National Board has an onerous responsibility of assessing scholastic and co-scholastic and achievement levels of students of more than 12000 schools affiliated to it, it has been felt for a long time that CBSE must focus on **assessing Speaking and Listening Skills for qualification as summative evaluation as much as for formative assessment.**

1. The CBSE wishes to engage an agency that would assess speaking and listening skills formally at Secondary and Senior Secondary level (at classes IX & XI level) so that these skills are correspondingly learnt during the transaction of English Language Curriculum in CBSE affiliated class rooms.

2. The assessments of Speaking and Listening Skills need to be benchmarked with globally acceptable international standards in English.

3. Certificate of assessment has to carry its validity for students in terms of qualification and remediation.

4. The remedial provisions would be to profile a learner against a set of descriptors for every result, based on which he/ she gets an opportunity to improve.

5. Teachers of English are empowered to teach and assess Speaking and Listening Skills as per international norms and standards.

SCOPE of the PROJECT:

A. Benchmarking of ASL

- It will be **mandatory** that Speaking and Listening Skills are tested in case of all the students studying in classes IX & XI at Secondary and at Senior Secondary level and a qualification awarded to them that has **international benchmarking.**

B. Developing and Conducting ASL

- Format of the test and assessment criterion shall be developed by the bidder based on the inputs from CBSE. The mapping of Secondary and Senior Secondary stages of the test will be arrived at, **in consultation with CBSE, made with reference to CEFR levels.**
- The certificate of assessment will be benchmarked for **international recognition**; the certificate so issued will be jointly issued by CBSE and the bidder.
- The methodology to conduct and implement the test will be suggested to ensure that assessment is valid and reliable.
- The result of the examination will be used for the purpose of '**remediation**' through descriptors to profile an examinee as a washback into classroom teaching learning.
- **Teacher support material and learner preparation material** will be developed to orient both teachers and students to the test.
- **Professional development of Teachers** for teaching Speaking and Listening Skills as internal assessment which will lead to the final preparation for the examination-will be done jointly by the bidder and CBSE.
- **Training of teachers as oral examiners** will also be done jointly by the bidder and CBSE.

The CBSE envisages the following project outcomes:

1. All the students passing out of CBSE affiliated schools shall own an international qualification in Speaking and Listening Skills.
2. Teaching and testing of these skills shall acquire due position in teaching of English Language in Indian classrooms. The CBSE mandate for testing of Speaking and Listening Skills at Sec/ Sr. Sec level shall have '**cascading impact**' on teaching & testing of English right from the elementary stages.
3. Teaching and testing materials for Speaking and Listening Skills at Secondary and Senior Secondary level shall be benchmarked with international standards.
4. Both learners and teachers shall be exposed to 'how the language skills especially Speaking and Listening are learnt and tested internationally.
5. Assessment of Speaking and Listening Skills will provide for more employability opportunities along with raised self esteem and confidence.

3. QUALIFICATION CRITERIA

- 3.1 The bidder should have an experience of conducting test of 20,000 lakh (2 million) students at both secondary and Senior Secondary levels.
- 3.2 Financial Capability
 - 3.2.1 The turnover of the bidder should be INR 30 million or above during last two financial years (2011-2012, 2010-2011) (*Copy of Financial Statement, Balance Sheet*).
 - 3.2.2 The organisation should have demonstrable financial capability to carry out assessment services for such large number twice a year (*supported by Balance Sheet, Cash Flow Statement etc.*)
- 3.3 Organisations should have adequate numbers of experienced professional staff to support the program of work either on their permanent rolls or available on a contractual basis. A list of the professional members of the team should be attached.
- 3.4 The bidder should have a capacity of designing a test as per project timeline specified in **Appendix 2** within a span of 12 weeks for 8 lakh (0.8 million) students at secondary and 12 lakh (1.2 million) students at senior secondary level.
- 3.5 The organisation will have to comply with all the existing rules prevalent in CBSE and Government of India for the purpose.
- 3.6 Organisations should enclose Earnest Money Deposit (EMD) of Rs 5,00,000/- (Rupees Five lakh only) along with the technical document. The EMD will be in the form of a Demand Draft drawn in favour of the Secretary, CBSE and payable at Delhi.
- 3.7 The organization must have office with sufficient permanent professional and administrative staff located in India for day-to-day liaison.

4 EVALUATION AND SELECTION CRITERIA

4.1.1 Evaluation of Technical Bid

The following criteria are prescribed as pre-qualifications for bidders interested in undertaking the project.

ELIGIBILITY CRITERIA	
Acceptance of Terms and Conditions of the RFP	Annexure 1
Completion of Bidder Profile	Annexure 2
Completion of Authorization Letter	Annexure 3
Self – Declaration	Annexure 4
The Bidder should have submitted Rs. 5,000/- towards the cost of the RFP document and processing fee.	
The Bidder should ensure registration with appropriate statutory authorities and should enclose a copy of their registration as applicable.	
The Bidder should have furnished the Earnest Money Deposit (EMD) Rs. 5,00,000/-	
The Bidder should have submitted evidence with regard to the provision of the professional services (item and test development; project management; psychometric and data analysis; and, reporting of results) for 8,00,000 candidates during last two years.	
The Bidder should have submitted the proof of financial capability as required under 3.2.1 and 3.2.2.	
The Bidder should have submitted evidence that they have well-established and proven methodology and Standard Operating Procedures (SOP) for managing the services required.	
The Bidder should have well qualified staff for providing the services required (<i>documentary evidence is required</i>)	
The Bidder should have submitted the entire design and methodology for providing the services. The design and methodology will be the main focus in the evaluation of the technical bids.	

The Technical Evaluation Committee will examine all of the technical pre-requisites for the conduct of the services. Each Bidder will be awarded a Technical Score (TS) out of 100 points by the Committee based on the parameters given in paragraph 4.1.3 of the RFP.

4.1.2 Evaluation of Financial Proposal

- Financial proposals of the bidders should be as per **Appendix 2** of the RFP and will be awarded Commercial Scores (CS) out of a maximum of 100 points by the Committee.
- Financial proposals of those bidders will be opened for those organisations who pass the Technical Scores arrived at from the technical evaluation process described above.

The Commercial Scores would be normalized on a scale of 100, with the lowest score being normalized to 100 and the rest being awarded on a pro-rata basis i.e. the proposal with the lowest total cost will be awarded the highest Commercial Scores of 100 points.

The Bidders Commercial Scores follow the normalization procedure:

$$F_n = F_{\min}/F_b * 100\% \text{ (rounded to 2 decimal places)}$$

where,

- F_n is the normalized Commercial Scores for the bidder under consideration;
 F_b is the absolute financial quote for the bidder under consideration; and,
 F_{\min} is the minimum absolute financial quote.

4.1.3 Final Evaluation

The final evaluation will be based on a **Quality and Cost Basis (QCBS)**. There will be 70% weightage for the Technical Evaluation and 30% weightage for the Financial Evaluation. The following table shows the criteria and points for the final evaluation.

CRITERIA	POINTS
The Bidder should have demonstrated how their tender meets the services as per the details given below: <ul style="list-style-type: none">• Qualifications, skills and expertise of professionals involved (10)• Previous experience of benchmarking and developing assessments in speaking and listening skills (10)• Capacity to deliver projects at International level (10)• Capacity to develop reliable and internationally valid assessments with SOP (10)	40
The Bidder should submit the proof of Financial Capability as required in 3.2.1 and 3.2.2 of this RFP	20
The Bidder should have a proposed work plan and methodology to complete the project within the given timeframe	10
Bidder needs to provide entire design and prototype for ASL	10
Bidder demonstrates clear ability to cover the entire set of requirements as given in Appendix 1	20

Method of calculating of the Final Score (FS)

$$\text{Final Score (FS)} = \text{TS} * 0.7 + \text{CS} * 0.3$$

The bidder with the highest FS will be awarded the final contract.

4.1.4 Implementation Schedule

For a smooth roll out of the solution the successful bidder will meet with the CBSE to develop a commonly agreed Implementation Schedule that will comprise a detailed plan showing deliverables and schedules through each phase of the project.

4.2 CBSE Responsibility

- 4.2.1 The Central Board of Secondary Education (CBSE) will be responsible for the logistical components of the CBSE-ASL. This will require working very closely with the successful bidder in planning and implementing the total project.
- 4.2.2 The CBSE will appoint one or more officers to enable the smooth conduct of the CBSE- ASL.
- 4.2.3 The implementation plan will be finalized between the successful bidder and the CBSE.
- 4.2.4 The CBSE will inform all schools through Circulars regarding the CBSE- ASL.

5 INSTRUCTION TO THE BIDDERS

5.1 General information

This document should be read in consonance with any Addendum that may be issued with the RFP. The bidder is required to read the RFP document and the Addendum(s) and would be deemed to be in knowledge of the provisions of both the document and the Addendum(s). No claim of any nature whatsoever shall be entertained in this regard. In case of any conflict between the addendum(s) and the RFP document, the provisions of the RFP document shall prevail for all intents and purposes.

- Tenders (non-transferable) would be considered in the prescribed RFP format in paragraph 4.1.1. Proposals duly filled-in and supported by all essential documents should be submitted on or before the given time after which no RFPs will be accepted.
- The bids will be opened at the given address in the presence of representatives of the participating bidders as per the bid schedule mentioned below. The Prequalification Bids of only those bidders who have submitted the RFP document fees and EMD will be opened. The Technical Bids of only the bidders short-listed from the Prequalification bids will be opened.

Schedule of Bidding Process

The Board shall endeavour to adhere to the following schedule:

Event Description Date

1. Last date for receiving queries **13.07.2012**
2. Board's response to queries latest by **20.07.2012**
3. Pre-Bid meeting **25.07.2012**
4. Bid Due Date 07.08.2012 up to 2:00pm
5. Opening of Bids 07.08.2012 at 2.30 pm
6. Validity of Bids 120 days of Bid Due Date

- Similarly, the Financial Bids of only the bidder's short-listed from the Technical bids will be opened.
- The bids will be opened on the scheduled date and time even in case of absence of the bidder. RFPs shall be submitted fully in accordance with the requirements of the General Terms and Conditions. Appropriate format prescribed with this document shall be used for filling quotations. Incomplete, illegible and unsealed RFPs will be rejected. Telegraphic RFPs will not be accepted and no correspondence will be made in this regard.
- All offers should be made in English. Conditional offers and offers qualified by vague and indefinite expressions such as "**Subject to immediate acceptance**" etc. will not be considered.
- The price and conditions of the offer should be valid for at least a period of 120 days from the date of RFP opening. RFP with validity of less than 120 days will be rejected.
- The bidder shall carefully examine the RFP documents and the technical specifications and fully acquaint themselves as to all the conditions and matters, which may in any way, affect the work or the cost thereof. Should a RFP find discrepancies in or omissions from the specifications or other documents, or should there be any doubt as to their meaning, he should at once notify CBSE, New Delhi and obtain clarification by fax at **011- 23234324** or by telephone no. **011-23212603/011-23233552** and e-mail (**sadhanap.cbse@nic.in**). This however does not entitle the bidder to ask for time beyond the due date fixed for receipt of RFPs.
- Submitted RFP forms, with overwritten or erased or illegible rate or rates not shown in figures and words in English, will be liable for rejection. In case of discrepancy between words and figures noted against each item of the RFP and between unit rates and the total amount, the decision of the competent authority will be final and binding on the bidders. Total of each item and grand total of the entire RFP should be clearly written. Corrections in the RFP, if unavoidable, should be made by rewriting with dated initial of the bidder after scoring out the incorrect entries. Clerical and arithmetical mistakes may result in rejection of the RFP.
- Request from the bidder in respect of additions, alterations, modifications, corrections etc. of either terms or conditions or rates after opening of the RFP will not be considered.

Sealing and Marking of Bids

1. The Bidder shall submit the Bid in the format specified in the RFP and seal it in an envelope and mark the envelope as "ASSESSMENT OF SPEAKING AND LISTENING SKILLS (ASL) BENCHMARKING OF STUDENTS AND CERTIFICATION OF STUDENTS ACHIEVEMENTS IN ASL TO INTERNATIONAL STANDARDS AND TRAINING OF ORAL EXAMINERS FOR CLASSES IX & XI FOR 2012 TO 2016"
2. The documents accompanying the Bid shall be placed in a separate envelope and marked as "Enclosures of the Bid". The documents shall include:
 - a) Bid Security;
 - b) Supporting documents; and
3. The Bidder shall submit the financial Bid in the format specified at Appendix 3 and seal it in an envelope and mark the envelope as "FINANCIAL BID FOR ASSESSMENT OF SPEAKING AND LISTENING SKILLS (ASL) BENCHMARKING OF STUDENTS AND CERTIFICATION OF STUDENTS ACHIEVEMENTS IN ASL TO INTERNATIONAL STANDARDS AND TRAINING OF ORAL EXAMINERS FOR CLASSES IX & XI FOR 2012 TO 2016".

4. The envelope specified at S.No.1 & 2 above (both placed in one envelope) and another envelope for S.No.3 shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification: "RFP FOR ASSESSMENT OF SPEAKING AND LISTENING SKILLS" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

5. **Each of the envelopes shall be addressed to so as to reach latest by 30.07.2012 by 2.00 pm:**

Mr Ajay Mishra
Deputy Secretary (A&F)
Central Board of Secondary Education
Shiksha Sadan 17 Rouse Avenue
New Delhi 110002

- If the envelopes are not sealed and marked as instructed above, the Board assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.
- While RFPs are under consideration, bidders and their representatives or other interested parties, are advised to refrain from contacting by any means bidders' personnel or representatives, on matters relating to the RFPs under study. CBSE, New Delhi if necessary will obtain clarification on RFPs by requesting such information from any or all the bidders either in writing or through personal contact as may be necessary. The bidder will not be permitted to change the substance of his offer after the RFPs have been received in CBSE, New Delhi. Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present RFP and the bidder may be liable to be debarred from bidding for CBSE, New Delhi RFPs in future for a period of two years. CBSE, New Delhi reserves all rights to cancel the RFP without assigning any reason thereof.
- Govt. Levies like service tax shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Service Tax etc.
- The proposal should be submitted in English Language and prices quoted in INR.
- Bidder shall sign all pages of RFP.
- In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.
- Any attempt to influence directly or indirectly on the part of the prospective bidder with the authority to whom he has submitted the RFP or authority who is competent finally to accept it after he has submitted his RFP or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular RFP will render the RFP liable to be excluded from consideration.

Amendments to RFP

- At any time prior to the deadline for submission of Bids, the Board may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- Any Addendum thus issued will be notified only on the website for information to all the Bidders and no other means of communications will be used by CBSE.
- In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Board may, at its own discretion, extend the Bid Due Date.

Pre Bid Conference

- Pre-Bid conferences of the Bidders shall be convened at the designated date. The time and place shall be notified on the Board's website. A maximum of two representatives of each Bidder shall be allowed to participate in the conference.
- During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Board. The Board shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and Board will in no case be responsible or liable for these costs, whether or not the Bid is finally accepted.

Non-transferable RFP:

The RFP Document could be obtained from Section Officer (Adm & A/C) at the Rouse Avenue Office of CBSE (Shiksha Sadan, Institutional Area, 17, Rouse Avenue, New Delhi) or downloaded from Board's website (www.cbse.nic.in & www.cbseacademic.in) on payment of Rs 5,000/- as the cost of the document, to be remitted, in the form of a Cash/DD in favour of Secretary, CBSE payable at Delhi is not transferable. Only the party which has purchased this RFP form shall be entitled to quote.

5.3 Proposal Validity

Technical and Financial Proposals shall remain valid for a period of 120 days from the date specified for opening of Technical Bid. CBSE, New Delhi shall reject the Proposal as being non-responsive if it is valid for a shorter period. In exceptional circumstances, prior to expiry of the original Proposal validity period, CBSE, New Delhi may extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing to or by facsimile on the listed contact information of the Bidders. In such cases, the Bidders shall not be required or permitted to modify the Proposal, but shall be required to extend the validity of the Proposal for the extension period.

5.4 EMD

The bidder shall furnish, as part of its general bid, an EMD of amount Rs. 5, 00,000/- (Rupees Five lakh only). The EMD shall be in the form of Demand Draft from any Scheduled Commercial Bank located in India, drawn in favour of Secretary, CBSE, New Delhi, payable at Delhi and will not be liable for any interest. Any bid, not containing the EMD will be rejected as non-responsive. Unsuccessful bidder's EMD will be discharged / returned as promptly as possible without interest.

5.5 Bid Opening

Bids will be opened in the presence of the representatives of the bidders who wish to attend the opening of the bids. Technically qualified bids will be taken up for further processing. Financial Bids of technically qualified bidders will be opened in the presence of the bidders / representatives on a separate date and time which will be notified separately. No discussion / interaction will be held with the bidders whose bids have been rejected / disqualified. CBSE, New Delhi reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever. The RFP Evaluation Committee(s) shall evaluate the Prequalification Bids, Technical Bids and Financial bids. The decisions of the Evaluation Committee(s) in the evaluation of the bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee(s).

At the date, time and location of the bid opening as specified in the RFP, the Evaluation Committee(s) shall open the Proposals, in the presence of Bidders' designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. The Bidders' names, and any such other details as the Evaluation Committee(s) may consider appropriate, will be announced by the Evaluation Committee(s) at the opening. The Evaluation Committee(s) reserves the right at any time to postpone or cancel a scheduled bid opening. The bids will be opened at the address specified in RFP.

5.6 Language of Bid and Correspondence

The Bid will be prepared by the Bidder in English language only. All the documents relating to the Bid (including brochures) supplied by the Bidder should also be in English, and the correspondence between the Bidder & CBSE, New Delhi will be in English language only.

5.7 Bid Currencies

Prices shall be quoted in INDIAN RUPEES, inclusive of all prevailing taxes.

5.8 Evaluation and Selection Criteria

The Evaluation Committee will carry out a detailed evaluation of the Proposals as per section 4 of RFP in order to determine whether the technical aspects are in accordance with the requirements set forth in the Document. In order to reach such a determination, the Evaluation Committee will examine and compare the technical aspects and thoroughness of the proposals on the basis of information provided by the bidder, taking into account the following factors:-

- Overall completeness and compliance with the requirement.
- Proposed work-plan and methodology to demonstrate that the bidder will achieve the performance standards within the time frame described in RFP documents.
- Any other relevant factors, listed in RFP document, or which the CBSE, New Delhi deems necessary or prudent to take into consideration.

The selected bidder may be asked to develop and present Prototype for the ASL.

5.9 Disqualification or Rejection of RFP

The RFP is liable to be rejected or the bidder be disqualified at any stage on account of the following. If the bid or its submission is not in conformity with the instruction mentioned herein.

- If the bid is not accompanied by the requisite RFP document cost
- If the bid is not accompanied by the requisite EMD.
- If it is not signed with seal, on all the pages of the bid document.
- If it is received after the expiry of due date and time.
- If it is incomplete and required documents are not furnished.
- If it is misleading or false statements/ representations are made as part of pre-qualification requirements
- If found to have a record of poor performance such as having abandoned work, having been inordinately delayed completion and having faced commercial failures etc.

5.10 Forfeiture of EMD (Bid Security)

EMD submitted by the bidder may be forfeited under the following conditions:

- a. If the bid or its submission is not in conformity with the instructions mentioned herein.
- b. If the bidder withdraws the RFP before the expiry of the validity period.
- c. If the bidder violates any of the provisions of the terms and conditions of the RFP.

In the case of a successful bidder, EMD may be forfeited if he fails to:

- accept award of work,
- sign the Contract Agreement with CBSE, New Delhi, after acceptance of communication on placement of award,
- furnish performance security, or the bidder violates any of such important conditions of this RFP document or indulges in any such activities as would jeopardize the interest of CBSE, New Delhi. The decision of Chairman CBSE, regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances.

A default in such a case may involve black-listing of the bidder by CBSE, New Delhi

5.11 Compensation for Termination of Contract

If the bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by CBSE, New Delhi, without any valid reasons acceptable to it, it may terminate the contract after giving one month notice, and the decision of Chairman CBSE, in the matter shall be final and binding on the bidder. Upon termination of the contract, CBSE, New Delhi shall be at liberty to get the work done at the risk and cost of the bidder through any other agency, and to recover from the bidder compensation or damages.

6 AWARD OF WORK

The Chairman, CBSE reserves the right to accept or reject any or all bids-

- Notwithstanding anything else contained to contrary in this RFP Document, Chairman, CBSE reserves the right to accept or reject any Bid or to annul the bidding process fully or partially, or modify the same and/or to reject all Bids at any time prior to the award of work, without incurring any liabilities in this regard.

6.1 Notification of Award

Prior to the expiry of the period of Bid validity, **D.S.(F&A), CBSE** will notify the successful Bidder in writing by speed post or Fax or email that its Bid has been accepted. The liability of the bidder to perform the services will commence from the date of notification of Award. The Completion Period shall be counted from the date of 'Notification of Award of Work'.

6.2 Signing of Contract

Within 10 (Ten) days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the CBSE. Any incidental expenses on execution of agreement shall be borne by the successful Bidder. A Service Level Agreement (SLA) will be signed with the bidder at the time of awarding the contract.

6.3 Corrupt or Fraudulent Practices or Conflict of Interest

The Board requires that the bidders under this RFP observe the highest standards of ethics during the bidding and execution of the contract. In pursuance of this policy, the CBSE defines the terms set forth as follows:-

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Board who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Award of Work or has dealt with matters concerning the Service Level Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Board, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Award of Work or after the execution of the Service Level Agreement, as the case may be, any person in respect of any matter relating to the work or the Award of Work or the Service Level Agreement, who at any time has been or is a legal, financial or technical adviser of the Board in relation to any matter concerning the work; (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ; (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process; (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Board with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process. (f) **“Conflict of Interest”** means without limiting the generality of the word, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if: (i) such Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest, or (ii) a constituent of such Bidder is also a constituent of another Bidder; or (iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or (v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Bid of either or each of the other

Bidder; or (vi) such Bidder has participated as a consultant to the Board in the preparation of any documents, design or technical specifications of the proposal.

The Chairman CBSE will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices or conflict of interest in competing for the contract in question. The Chairman CBSE, will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is determined that the Bidder has engaged in corrupt and fraudulent practices in competing for or in execution of the contract.

6.4 Termination for Default

- Chairman, CBSE, may without prejudice to any other remedy for breach of terms and conditions (including forfeiture of Performance Security) by written notice of default sent to the bidder, terminate the work / task in whole or in part, after sending a notice to the bidder in this regard: o If the bidder fails to deliver or complete the job assigned in the terms and conditions within the time period (s) specified in the RFP Document.
- If the bidder fails to perform any other obligations under the terms and conditions.

6.5 Progress of the Project

Progress of the Project may be intimated in writing to Chairman, CBSE, on at least a monthly basis. The Board shall review the progress on quarterly basis and further extension of contract shall be subject to satisfactory performance in previous quarter.

6.6 Confidentiality

Any information pertaining to the CBSE or any other agency involved in the project, matters concerning CBSE that comes to the knowledge of the bidder in connection with this contract, will be deemed to be confidential and the contractor will be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to observe the same. The bidder shall ensure due secrecy of information and data not intended for public distribution. The affidavit to this effect should be submitted along with security deposit.

6.7 Force Majeure

This clause shall mean and be limited to the following in the execution of the contract of War / hostilities

- Riot or civil commotion
- Earth Quake, Flood, Tempest, Lightning or other natural physical disaster
- Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the consultant, which prevent or delay the execution of the order by the consultant
- The Agency shall inform **D.S.(F&A), CBSE** in writing the beginning and the end of the above clauses of delay, within 7 days of occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, **Chairman, CBSE**, reserves the right to cancel the contract without any obligation to compensate the bidder in any manner for whatsoever reason, subject to the provision of clause mentioned.

6.8 Arbitration

- All disputes, differences, claims and demands arising under the contract shall be referred to the **Chairman, CBSE**, New Delhi for final decision and the same shall be binding on all parties.
- Any other terms and conditions mutually agreed prior to finalization of the order / agreement shall be binding on the bidder.

- **Chairman**, CBSE and the selected agency shall make every effort to resolve amicably through direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matter the decision of which is specially provided for by the general conditions, such disputes shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering into the reference and the award of the arbitration or umpire, as the case may be shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment thereof the arbitration proceeding shall be held in Delhi.

6.9 **Legal Jurisdiction**

- All legal disputes are subject to the jurisdiction of Delhi courts only.

6.10 **Completeness of RFP Offer**

- The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the RFP Documents. Failure to furnish all information required by the RFP documents or submission of a RFP offer not substantially responsive in every respect to the RFP documents will be at the Bidder 's risk and may result in rejection of its RFP offer. The RFP offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the RFP document is not given therein, or if particulars asked for in the Forms / Performa in the RFP are not fully furnished.

PROFORMA AND ANNEXURES

ANNEXURE-1

ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE RFP DOCUMENTS

To

The Deputy Secretary (F&A)
Central Board of Secondary Education
17 Rouse Avenue
Delhi

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document regarding **“Financial Bid for Assessment of Speaking and Listening Skills (ASL) Benchmarking of Students and Certification of Students Achievements in ASL to International Standards and training of Oral Examiners for Classes IX & XI for 2012 to 2016”**

I declare that all the provisions of this RFP Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Signature of witness

Signature of the bidder

Date:

Date:

Place:

Place:

Company Seal

BIDDER'S PROFILE**DETAILS OF THE ORGANISATION**

a) Name of the Organisation: _____

b) Registered Address: _____

c) Year of Establishment: _____

d) Details of Registration / Incorporation: _____

e) Details of the Technical Specialist employed with the Organization:

Sl. No.	Specialty / Skill-set	No. of People	Average length of service with the Organization

f) List of Project Handled:

1.

2.

3.

4.

PLACE: _____

DATE: _____

SIGNATURE OF AUTHORISED PERSON WITH SEAL

REPRESENTATIVE AUTHORIZATION LETTER

Date : _____

Ref : _____

To

The Director (Training)
Central Board of Secondary Education
17 Rouse Avenue
Delhi

Sir,

Ms. /Mr. _____ is hereby authorised to sign relevant documents on behalf of the agency for the RFP **“Financial Bid for Assessment of Speaking and Listening Skills (ASL) Benchmarking of Students and Certification of Students Achievements in ASL to International Standards and training of Oral Examiners for Classes IX & XI for 2012 to 2016”**. She/He is also authorised to attend meetings & submit technical & financial information as may be required by you in the course of processing above said RFP.

Thanking you,

Authorised Signatory

Representative Signature

Company Seal

SELF-DECLARATION

Date : _____

Ref : _____

To

The Deputy Secretary (F&A)
Central Board of Secondary Education
17 Rouse Avenue,
Delhi

Sir,

In response to the RFP dated _____, Ms. / Mr. _____, as a _____. I / We hereby declare that our agency _____ is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.

Signature of witness

Date: _____

Place: _____

Signature of the bidder

Date: _____

Place: _____

Company Seal

DECLARATION OF FINANCIAL & ADMINISTRATIVE DETAILS

Company Name and Address

Name: _____

Address: _____

City: _____

District: _____

State: _____

Pin: _____

Telephone: _____

Cell: _____

Fax: _____

E-mail: _____

Copies of Audited Balance Sheets for the financial year are attached.

Copies of experience and client’s report in the similar work as desired in the RFP document

Signature of witness

Signature of bidder

Date: _____

Date: _____

Place: _____

Place: _____

STATEMENT OF REQUIREMENTS

Item and Test Development

The organisation will be responsible for item and test development for CBSE-ASL for Classes IX and XI (2 forms of each test) which will be ready for administration in January – February 2013 and the second form in June/July of 2013. This will include:

1. Providing personnel with appropriate skills and qualifications available for the contract.
2. Consulting with CBSE on the following:
 - 2.1. **Benchmarking** – Working with CBSE and schools affiliated to it to deliver accurate, consistent and cost-effective data about language ability which will help towards construction of ASL.
 - 2.2. **Trialling of ASL Items** – Trialling of all new items to make certain that the ASL is valid, reliable, practical to administer and an accurate test of language ability.
 - 2.3. **ASL format and production** – Undertaking careful research when making, delivering, assessing and validating.
 - 2.3.1. Developing and editing for the CBSE- ASL for Class IX and Class XI. Secure items already developed can be considered for the CBSE-ASL but will require the approval of CBSE¹;
 - 2.3.2 Obtaining copyright and permission details
 - 2.3.3 Producing test maps and answer keys to allow for marking the CBSE-ASL
 - 2.3.4 Producing Test Administrator Manuals in print –ready electronic copy
 - 2.3.5 Preparing the final CBSE-ASL forms and answer sheets in print- ready electronic copy
 - 2.4. **Delivery** – Ensuring procedures and systems are in place so that all candidates take their exam under the same conditions of security and high-quality assessment.
 - 2.5. Finalizing results and analysis with joint certification
 - 2.6. Material production for orienting and training Oral Examiners using the cascade approach.
 - 2.7. **Continuous Improvement** – Review ASL to ensure they are relevant, reliable, accurate and meet high-quality assessment.

¹ In the first year of the ASL (for administration in January 2013) there will be no field testing of items because of the late start to the program. This first administration will effectively be a “census trial”. However, in subsequent years the items prepared for the ASL will be trial tested on samples of students with similar characteristics to the Class IX and XI CBSE populations.

PROJECT TIMELINE

The detail of the project timeline will be negotiated with the Contractor during the first consultation meeting, within the following dates for the CBSE-ASL.

CBSE-ASL Program Year 2012 – 2013*		
Activity	Date	Responsible Agencies
Award CBSE-ASL program to Contractor	August 2012	CBSE
Initial scoping meeting between CBSE and Contactor	August 2012	CBSE and Selected Bidder**
Benchmarking of students	September 2012	CBSE and Selected Bidder**
Formulating draft of the ASL	October 2012	Bidder**
Final format of the ASL	October 2012	Bidder**
Training of Master Trainers in ASL	Nov-Dec 2012	Bidder**
Training of oral examiners all over India in ASL	Nov-Dec 2012	CBSE
Delivery of ASL	Jan-Feb 2013	CBSE and Selected Bidder**
Result of Test/issue of certificates	March 2013	Bidder**
Analyse the data and produce reports for schools	March 2013	Bidder**
Follow up/Evaluation	Mid to Late April 2013	Bidder**

Note:

* The activities are representative of the timeline for 1 session. Most of the activities will be repeated every year for the period of next 4 years, however, there may be modifications, once the project is operationalized.

**The Bidders will work in all of the above in close consultation with CBSE.