

REQUEST FOR PROPOSAL (RFP)

FOR

**School Quality Assessment and Accreditation
Management Solution**

(Ref No: CBSE/SQAA/01/198 dated 17th April, 2014)

CENTRAL BOARD OF SECONDARY EDUCATION

‘Shiksha Sadan’

17, Rouse Avenue

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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 Board 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

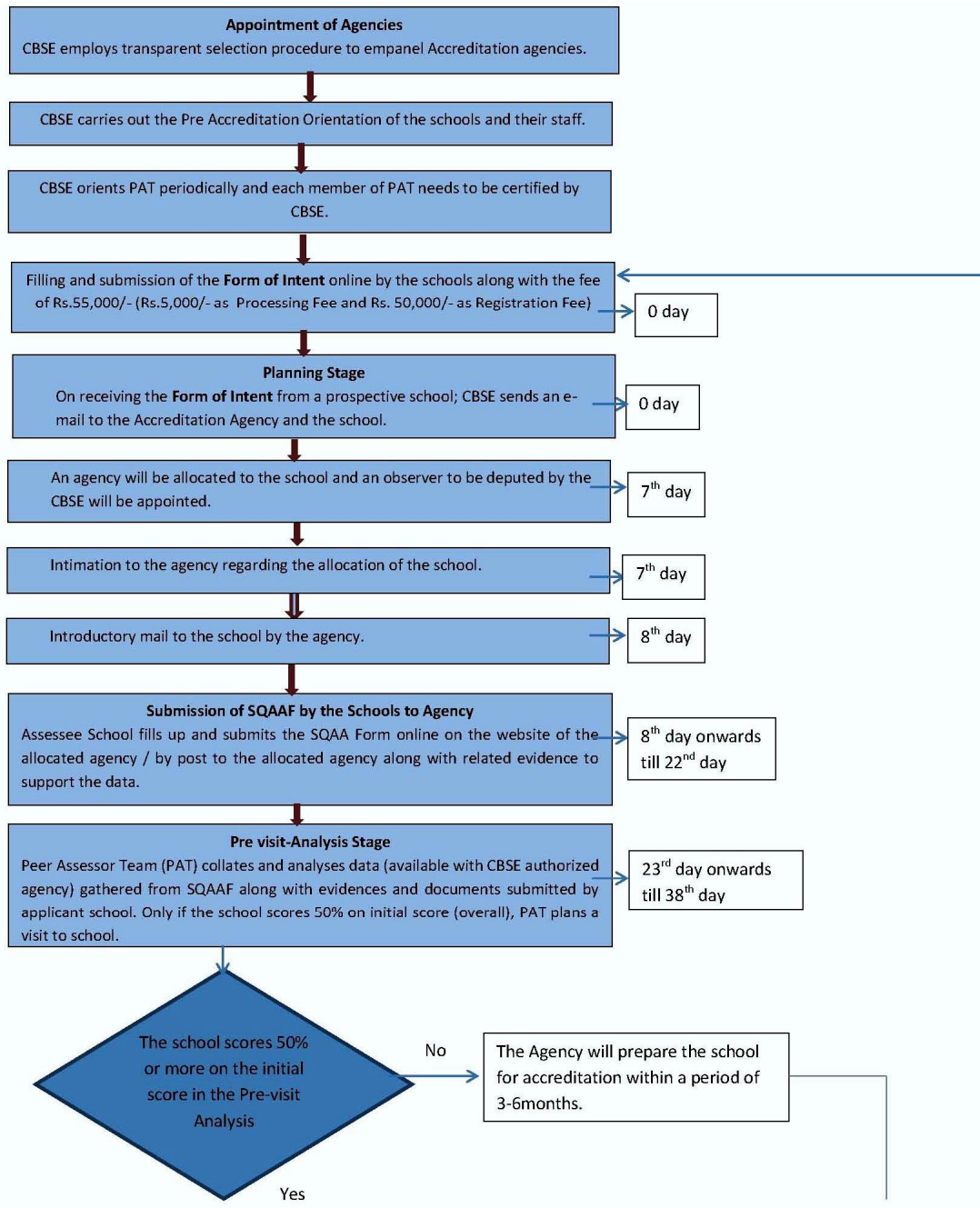
The Board has approx. 15,000 schools affiliated with it including 150 schools in twenty one countries. The prime focus of the Board is on (a) prescription of suitable curriculum for its various schemes of examination in both academic and vocational streams (b) regularly updating the pedagogical skills 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.

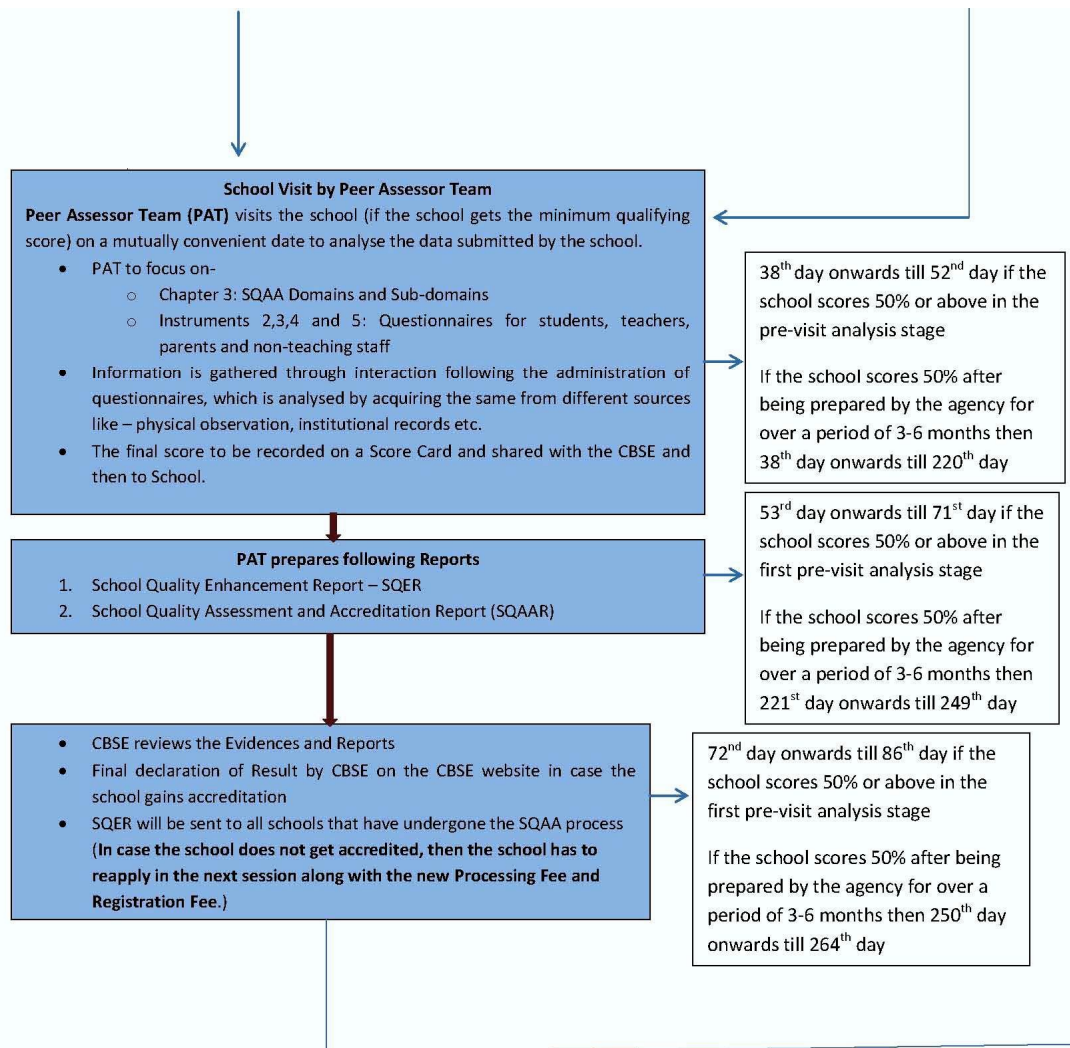
1.3 School Quality Assessment and Accreditation (SQAA)

The Central Board of Secondary Education (CBSE) has decided to assess schools through standardized instruments and process of internal (self evaluation) and external assessment (peer review), which will encourage sustained qualitative enhancement. This assessment will be used to accredit schools to provide quality benchmarks in the concept, establishment and running of effective systems within an institution in accordance with changing socio-economic and cultural contexts, including new research. It has also been made mandatory that the schools get accredited once in every five years.

With the above objective in mind, CBSE has initiated accreditation in all its affiliated schools on a nationwide basis; based on their assessment in the areas of Scholastic Processes and Outcomes, Co-Scholastic Processes, Infrastructure (Adequacy, Functionality and Aesthetics), Human Resources, Management and Administration, Leadership and Beneficiary Satisfaction.

CBSE considers Accreditation as a means of demonstrating confidence in the school's purpose, performance, human and financial resources. The goals are effectiveness, improvement and public assurance. The following figure depicts the overall SQAA process:





Accreditation requires a strong management commitment and a demonstrated compliance to the pre-defined processes and standards as desired by the board. Ultimately, the success of Accreditation scheme and consequently the quality of schools will be driven, in equal measure, by the following factors:

- School's efforts to maintain the highest standards at all times across the seven areas covered under SQAA
- Regular self assessment by the schools and continuous self improvement
- Standardized methodology, tools and techniques used by all empanelled Accreditation Agencies to ensure uniformity of assessment across all schools irrespective of the empanelment agency and school combination

2. SCOPE OF WORK

The Board wishes to engage the services of a Technology Service Provider to develop a standardized technology solution consistent with the process of SQAA as laid out in the SQAA Manual published by the board (*Interested Bidders are expected to apprise*

themselves of the Accreditation Process and can get additional information at <http://49.50.126.244/accreditation/> to gain deeper understanding of the Accreditation Process). The Technology Service Provider shall be responsible for building, Commissioning and Maintaining a complete technology solution (including a Central Application, and, front-end / field technology solution to be used by schools, Accreditation Agencies and Board staff) to manage the complete process of Accreditation for the Board.

Interested Bidders are expected to apprise themselves of the complete process of accreditation and include all features required to enable end-to-end management of process covering all stakeholders with highest degree of automation and real time visibility into the entire process, to infuse transparency and efficiency in the process of accreditation.

- Key features expected of the Central Accreditation Management Platform are presented below as guidance to the bidders:

Schools:

1. Schools to apply online for Accreditation by filling in the 'Form of Intent' (FOI) along with the fee to the Board.
2. Online submission of School Quality Assessment and Accreditation Form (SQAACF) along with evidences (textual, scanned documents and pictures, pictures and videos, etc.) by the school on the Central Accreditation Management Platform accessible both to the automatic allocated accrediting agency only and the Board staff.
3. Post Accreditation, regular online submission of self-assessment reports or evidences (textual, scanned documents and pictures, pictures and videos, etc.) on the basis of School Quality Enhancement Report (SQER) by the school on the Central Accreditation Management Platform which is accessible to the Board Staff only.

Empanelled Accrediting Agency:

1. Automatic Mail to the allocated school asking it to fill the SQAACF and sending it online along with relevant evidences which is also accessible to the Board Staff.
2. Automatic feedback of the analysis of the evidences to the school and also accessible by the Board Staff i.e. has the school scored 50% or not on the pre visit analysis stage. Also Automatic gap report (gaps noticed by the accrediting agency between their scores and the self-assessment done by the school) to the allocated school and accessible to the Board staff.
3. Online information about the names of the members of the Peer Assessor Team by the allocated accrediting agency accessible both to the school and the Board. (The names of the Peer Assessors can be fed manually by the Accrediting Agency and then uploaded on the Central Accreditation Management Platform.)
4. Online coordination with the allocated school regarding the visit to be made by the Peer Assessor Team if the school scores 50% or more on the pre visit analysis stage. This information to be easily accessible to the Board staff also.
5. Online coordination with the allocated school by the automatic allocated agency regarding the handholding of the school by the agency to prepare it for accreditation if the school does not score 50% on the pre visit analysis stage within a period of 3-6 months. This information to be easily accessible to the Board staff also.
6. If the school gets prepared for the process of accreditation, then coordinating with the school about the visit to be made by the Peer Assessor Team. This information to be easily accessible to the Board staff also.

7. Online coordination with the Peer Assessor appointed automatically by the Board regarding the visit to be made to the allocated school. This information to be easily accessible to the Board staff also.
8. To make changes online in the reports (SQAAR and SQER) and score card on the basis of feedback received from the Board only and sending online a new report on the basis of received feedback to the Board only.

Peer Assessor Team (PAT)

Central Accreditation Management Platform should enable:

1. Each member of the Peer Assessor Team to only access and analyse online the evidences (textual, scanned documents and pictures, pictures and videos, etc.) of the school allocated to them and on the basis of the analysis done to score the allocated school only.
2. The Peer Assessor Team to administer the questionnaires (Instruments 2, 3, 4 and 5 of the SQAA Manual) online with the help of the front end solution during the school visit. If the PAT is unable to administer it online then they can get it filled manually by the different stakeholders and then the front end device should enable them to get it scanned so that afterwards they are able to upload on the Central Accreditation Management Platform. Or the Peer Assessors appointed by the accrediting agency can take the filled questionnaires along with them and then fill it online and submit on the Central Accreditation Management Platform.
3. The Peer Assessor Team to prepare the two reports (School Quality Assessment and Accreditation Report –SQAAR and School Quality Enhancement Report – SQER) and enabling it to share with the Board only.

Front End Solution should enable the Peer Assessor Team during school visit to:

1. Administer online other Assessment Instruments of School Quality Assessment and Accreditation (SQAA) Manual (Instrument 6, Annexure E and L) and enabling them to upload the same on the Central Accreditation Management Platform which is accessible to all the Peer Assessors appointed for the allocated school only and the Board Staff.
2. Gather and upload information available in various forms such as textual, scanned documents and pictures, pictures and videos, etc. enabling them to upload the same on the Central Accreditation Management Platform which is accessible to all the appointed Peer Assessors and the Board Staff.
3. Make video footages and capture result of physical observation and enabling them to upload the same on the Central Accreditation Management Platform which is accessible to all the appointed Peer Assessors and the Board Staff.
4. Tag all evidences according to the domains and sub domains of the SQQA Manual with date, timestamp, name or affiliation number of the school and the name of the accrediting agency.

The Board Staff:

1. Automatic acknowledgement mail to the school by the Board about the receipt of the FOI and the Fee.
2. Automatic allocation of Accrediting Agency to the school on the basis of pre-defined criteria with the option of being overridden by the Board if need be. Simultaneously, automatic information to the automatic allocated accrediting agency.
3. Automatic allocation of one member of the Peer Assessor Team on a pre-defined criteria and if need be provision of overriding the same by the Board. Automatic information of the same to the allocated school and the allocated accrediting agency only.
4. Online interface with application flow for the Board Staff to review and analyse:

- a. The SQAAF submitted by the school along with the evidences (textual, scanned documents and pictures, pictures and videos, etc.)
 - b. The data (textual, scanned documents and pictures, pictures and videos, etc.) gathered and submitted or uploaded on the Central Accreditation Management Platform by the accrediting agency.
 - c. All the assessment instruments and annexures submitted or uploaded on the Central Accreditation Management Platform by the accrediting agency.
 - d. The score cards (of all the Peer Assessors and the final made by the Peer Assessor Team) submitted or uploaded on the Central Accreditation Management Platform by the accrediting agency.
 - e. The reports (SQAAR and SQER) uploaded on the Central Accreditation Management Platform by the accrediting agency.
5. To enable the Board staff to make required changes in the reports submitted by the accrediting agency if need be after the review of the same by the Board staff.
 6. To enable the Board staff to give feedback report of the changes to be made in the reports submitted by the accrediting agency.
 7. Automatic deliverance of the final report i.e. SQAAR and SQER to the Accredited school along with the mention of the scores in the first three highest domains.
 8. Automatic deliverance of only SQER to the non-accredited school.
 9. Automatic Accreditation Letter and Certificate to the accredited school.
 10. The front end device should disclose the identity of the person who uploads the information and scores on the Central Accreditation Management Platform along with the location from where he/she uploads the same to the Board staff only.

Note: The list of accredited schools to be maintained by the Central Accreditation Management Platform on the CBSE's Micro website of Accreditation.

- Some key features expected of the front-end solution are presented below as guidance to the bidders:
 - The front-end solution (including hardware and software) should work in online connected and offline mode
 - The Technology Service Provider is expected to offer the front-end hardware as well as applications
 - The front end platform should, at a minimum, offer high degree of mobility, multiple modes of connectivity to centrally hosted system, secure mode of identifying an authorized user (e.g. using biometric authentication), ability to upload evidences in various formats (textual, pictures, audio/visual), ability to take high resolution pictures and videos.
 - A critical aspect of the entire process of assessment is the various evidences submitted by the schools / collected by the agencies; the solution should be such that it is able to tag all evidences with date/timestamp, identity of person uploading and GPS coordinates of the location of the front end device

The Technology Service Provider will be required to offer following services:

School Quality Assessment and Accreditation Management Central Application

- Design, Develop, Implement and Maintain the Central Application for the duration of the contract; the solution will be hosted within CBSE data centres
- Successful bidder shall provide only the application and all relevant server / related hardware will be procured separately by CBSE. However, bidders will

be required to provide complete details of hardware requirement as part of the Bill of Material submitted under the Technical Response. If the hardware requirement suggested by the bidder is found to be inadequate, the successful bidder will, at its own expense, have to provide additional hardware

- Train board staff and members of the empanelled accrediting agencies on the use of system
- The board expects the Technology Service Provider to offer 1 year post implementation warranty

The Board will directly procure the Central Accreditation Management Application to be hosted in the central Data Centres of the Board

School Quality Assessment and Accreditation Management Front-end Solution

- Design, Develop, Implement and Maintain the Front-end Solution (including hardware unit as well as software) qualified to work with the central system; this solution will be used by different stakeholders such as accreditation agency staff, school staff and the board staff

Only the solution accepted by the board through this tender process will be implemented by each stakeholder including accreditation agencies and schools – the board reserves the right to either procure all front-end units directly on behalf of all stakeholders or to extend the commercials / terms of procurement related to front end units & applications to accreditation agencies / schools which shall procure such units directly from the selected Technology Service Provider. In either case, the selected bidder shall provide 1 year warranty on the front end units & associated software. Network and Server Capacity has to be given by the Vender based on the expected load.

The Likely quantities of front-end units are as follows:

S. No	Stakeholder	Units
1	Board Staff	70
2	Empanelled Accreditation Agencies (approx 10)	430
	Total	500**

*** The actual quantities of front-end units may vary and the above table is only indicative.*

1. Bidders should note that the prices discovered through this RFP process shall remain valid and fixed for a period of 5 years from the date of award of contract to the successful bidder.
2. Year wise rates to be quoted by the bidders. However for the evaluation purpose the average rate of 5 years will be considered.

The Board is looking for innovative open technology based solutions and does not prescribe a particular design - bidders are encouraged to choose a solution meeting the requirements.

3. BIDDER QUALIFICATION CRITERIA

The board invites bidders (the term shall mean single organization only; consortium is not allowed) fulfil the minimum qualification criteria as set out in this section. The bidders will be required to demonstrate their qualification through the technical response submitted by them as per the format specified by the Board in **Annexure V** of this RFP.

Qualification Criteria

1. The bidder should be company registered in India as per Company Act 1956 and should have been in operation for a period of at least 3 years as on 31st March, 2013. The bidder should submit a copy of Certificate of Incorporation / Registration, PAN Number Copy, Service Tax Registration Certificate
2. The Bidder should have registered an average turnover of at least Rs. 2.5 crore for each the last 2 financial years, i.e., 2012-13, 2011-12 (financial year shall mean the period 1st April to 31st March), as per the audited accounts. Further, the bidder should have registered net profit (after tax and provisions) for the said period. Bidders are required to submit copies of audited statement of accounts showing turnover and also Balance Sheet alongwith the technical bid.
3. Bidder should be the owner of the proposed School Quality Assessment and Accreditation Management software being proposed to the board and will be required to supply the software along with source code to the board. Furthermore, the bidder shall allow the board a perpetual usage and customization right on the supplied software. In case the complete solution uses any 3rd Party off the shelf products, the bidder shall obtain and furnish a letter of authorization from the Owner / OEM of such equipment as per format provided in **Annexure I** of this RFP. In such a condition the bidder shall be the sole agency responsible for the project and for all purposes relating to the scope of work under this RFP. The bidder shall not propose a solution any component of which is approaching end of life / end of support within 36 months of submission of the bid response.
4. The bidder should have supplied, installed and commissioned a solution similar to the one being proposed to the board to any organisation in India in the last two (2) years, i.e., within calendar years 2012 and 2013. Such installations should be catering to real time access by atleast '100' users. The bidder should submit an experience certificate obtained from the customer clearly indicating nature and details of the solution implemented alongwith current status of the project.
5. The bidder should be either an ISO 9001:2008 or CMMI L3 certified company with a valid certification on the date of submission of the bid response. A copy of the valid certificate should be enclosed with the technical response
6. The bidder should not have been debarred or blacklisted by any government / non-government body in the last 2 financial years. The bidder should submit a self declaration in this regard along with the technical response

7. The bidder shall be responsible for providing adequate technical support to all users of the supplied solution including the central solution and the front-end units with their software. The bidder should submit a list of their support network, identifying locations – self owned or partner’s.

The Board shall evaluate the technical responses submitted by each bidder in the format specified in Annexure V and all bidders who qualify as per the criteria laid out above shall be eligible for technical evaluation which will additionally comprise a presentation / demonstration of their proof of concept. All and any costs associated with making the presentation and / or demonstrating the POC shall be borne by the bidder.

The board will notify the dates of presentation / proof of concept and considering the strict timeline adherence requirements, the Board shall not be able to reschedule such dates and bidders are advised to be in a state of readiness for such presentations / proof of concept. Bidders declining the published dates will be liable for disqualification from future stages of selection.

The technical evaluation will be performed on the basis of the criteria listed below

3.1 Technical Evaluation Criteria

S. No	CRITERIA	Marks
1	Details of Proposed Solution to be seen by: <ul style="list-style-type: none"> • Functional & Feature Relevance and ease of use – 10 • Technical Architecture including elegance, performance, reliability, scalability – 10 	20
2	Implementation Methodology <ul style="list-style-type: none"> • Methodology and detailed plan (including phases/activities/milestones clearly indicating RACI Matrix) – 10 • Staffing & Resource plan – 4 • Reporting & Communication Plan – 3 • Risk Management plan – 3 	20
3	Proof of Concept (software and hardware details and demonstration)* POC should demonstrate all critical aspects of the solution including functioning of backend & frontend unit	20
4	Details of similar solution implemented within the last two calendar years (2012 and 2013). Evaluation will be done as follows: <ul style="list-style-type: none"> • One (1) experience – 5 marks 	20

	<ul style="list-style-type: none"> • Two (2) experiences – 10 marks • Three (3) experiences – 15 marks • Four (4) experiences – 20 marks 	
3	<p>Technical / IT capability of the organization in general and named project team planned for this project</p> <p>a) Technical / IT capability shall be evaluated on the basis of total Software Development and Technical Implementation manpower with the bidder having experience in similar solutions, as follows:</p> <ul style="list-style-type: none"> • Atleast 50 people – 3 marks • Atleast 75 people – 6 marks • Atleast 100 people – 10 marks <p>b) Project Team proposed for this project with atleast 1 Program Manager / Project Head, 1 Technical Development Manager, 1 Implementation Manager, 1 Support Manager The evaluation on this aspect will be done as follows:</p> <ul style="list-style-type: none"> • All named persons for each role identified for the project (with their profiles enclosed in technical bid) with a minimum qualification of BE/B.Tech/MCA or equivalent - 4 marks • Prior experience of all named team members in similar projects <ul style="list-style-type: none"> i. Atleast 1 project – 2 marks ii. Atleast 2 projects – 4 marks iii. Atleast 3 projects – 6 marks 	20

* Timeline & detailed Guidelines for POC will be given to the qualified bidder after technical Bids have been opened and before technical evaluation.

a) **Evaluation of Technical Bid :**

The Technical Evaluation Committee will examine all bidders on the parameters listed in the table above in section 3.1. Each Bidder will be awarded a Technical Score (TS) out of 100 points by the Committee based on the parameter given in the table above.

Bidders who score a minimum of 75% in Technical Evaluation shall be considered for the next stage of evaluation. Bidders scoring less than 75% in Technical Evaluation shall automatically stand disqualified for next stage and their bids shall not be considered any further. If only one bidder qualifies the technical score criteria, the Board may at its

discretion consider one or more bidders scoring the next highest scores. If none of the bidders are able to score the minimum required 75% marks for technical qualification, the Board reserves the right to consider the bids of top three scorers for the purpose of next stage of Financial Bid Opening.

b) **Evaluation of Financial Proposal :**

Financial Proposals of the bidders should be as per Annexure VI of this RFP and will be awarded Financial Score (FS) out of a maximum of 100 points by the Committee.

Financial Proposals will be opened for those organisations who pass the Technical Score, TS, criteria arrived at from the technical evaluation process described above.

The FS would be normalized on a scale of 100, with the lowest quote 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 FS of 100 points. The CBSE would constitute a panel of agencies.

The Bidders FS is normalized as follows:

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

F_n is the normalized FS for the bidder under consideration; F_b is the absolute financial quote (Total Cost of Ownership as indicated in the Financial Bid Format) for the bidder under consideration; and,

F_{min} is the quote of the lowest bidder

c) **Final Evaluation :**

The final evaluation will be based on a Quality and Cost Basis (QCBS). There will be 70% weighting for the Technical Score and 30% weight for the normalized Financial Score.

Method of calculating of the Final Score

Final Score = TS * 0.7 + F_n * 0.3

The bidder with the highest Final Score will be awarded the final contract.

4. Implementation Schedule

- a. The system should be operational latest by 1st August, 2014 as per schedule given below:

Within two months of receipt of Letter of Award or 1st August, 2014 (whichever is earlier) the successful bidder has to make the system completely operational.

The time line for completion of the tasks after issuance of letter of award is as under:

- 1) First week- Finalization of action plan in consultation with the Board's officials
- 2) Fourth Week- Completion of Online Central Solution
- 3) Fifth Week – Delivery of hardware for front end application

- 4) Sixth Week- Integration of Front end with Main system
- 5) Seventh Week- user acceptance Testing
- 6) Eighth Week- Handing over the complete hardware and software to the Board's officials after implementation in Production environment

A weekly status report of work may be sent to Research Officer (Technology) on navincbse@gmail.com with a copy to Professor and Director (A,R,T and I) on sadhanap.cbse@nic.in
The agency will provide time to time support for implementation of the work as per time schedule on pages 4 and 5 or any revised time schedule as decided by the Board.

The bidder should provide the following:

- b. Approach and methodology which the organization proposes to execute, illustrated with bar charts of activities. This will be followed by the Organization to achieve the stated deliverables.
 - Approach
 - Methodology
 - Work plan
 - Quality Management
- c. Complete project management methodology including the following :
- d. Responsibilities of the Service provider
- e. Project planning and execution
- f. Project Monitoring and Control
- g. Change Management

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.

Proposals duly filled-in and accompanying all supporting documents should be submitted on or before the given time after which no RFPs would 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 Bids of only those bidders who have submitted the RFP document fees and EMD will be opened.

5.2 Schedule of Bidding Process

The Board shall endeavour to adhere to the following schedule:

1. Last date for receiving queries 30.04.2014
2. Pre-Bid meeting 07.05.2014 at 3:00 PM
3. Board's response to queries latest by 08.05.2014
4. Bid Due Date 30.05.2014 up to 2:00 PM
5. Opening of Technical Bids 30.05.2014 at 2:30 PM
6. Presentation / Proof of Concept 02.06.2014 to 07.06.2014
7. Opening of Financial Bids 09.06.2014
8. Declaration of successful bidder 09.06.2014

(Validity of Bids 180 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/Hindi. Conditional offers and offers qualified by vague and indefinite expressions such as "Subject to immediate acceptance" etc. shall be summarily disqualified.
- The price and conditions of the offer should be valid for at least a period of 180 days from the date of RFP opening. RFP with validity of less than 180 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, it could be brought to the notice of Central Board of Secondary Education, New Delhi during pre-bid conference and obtain clarification/amendment. 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 whole 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 of 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.

5.3 Sealing and Marking of Bids

1. The complete bid response shall comprise of three parts, each part in separate envelope. The three (3) parts will be as follows:
 - i. Technical Bid Response
 - ii. Financial Bid Response
 - iii. Accompanying Documents
 - a Demand Draft or bank Guarantee of Rs. 10,00,000/- towards Bid Security
 - b Either a copy of proof of payment towards cost of RFP document or a Demand Draft of Rs 10,000/- as payment towards cost of RFP document
 - c any other supporting documents
2. The three (3) envelopes containing the above three separate sections shall be placed in an outer envelope sealed and marked as “ BID FOR SCHOOL QUALITY ASSESSMENT AND ACCREDITATION MANAGEMENT SOLUTION” and addressed to:

**The Professor and Director (A,R,T and I)
Central Board of Secondary Education
'Shiksha Sadan'
17- Rouse Avenue, New Delh-2.**

The outer envelope should also clearly state the bidders name, address and contact phone numbers, fax number and email ID.

3. The inner envelope containing Technical Bid Response should be sealed and marked as “TECHNICAL BID FOR SCHOOL QUALITY ASSESSMENT AND ACCREDITATION MANAGEMENT SOLUTION” clearly identifying the bidders name, address and contact details
4. The inner envelope containing Financial Bid Response should be sealed and marked as “FINANCIAL BID FOR SCHOOL QUALITY ASSESSMENT AND ACCREDITATION MANAGEMENT SOLUTION” clearly identifying the bidders name, address and contact details
3. The inner envelope containing accompanying documents should be sealed and marked as “ACCOMPANYING DOCUMENTS FOR SCHOOL QUALITY ASSESSMENT AND ACCREDITATION MANAGEMENT SOLUTION” clearly identifying the bidders name, address and contact details
4. The Technical Bid Response and the accompanying documents should NOT contain the financial bid or any indication of the price by the bidder otherwise the bidders response will be summarily rejected without assigning any further reason whatsoever
5. Each of the envelopes shall be addressed to so as to reach latest by 15.05.2014 up to 2:00 PM at the address included above in Point No 2 in this section
6. Bidders should note that:
 - 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 RFPs in future for a period of two years. CBSE 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 excluding Service Tax etc.
- The proposal should be submitted in English Language and prices quoted in INR.
- Bidder shall stamp & 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 direct or indirect on the part of the RFP 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.

5.4 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.

5.5 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 the Board shall endeavor 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.

5.6 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.

The RFP Document could be downloaded from Board's website (cbseacademic.in) and the payment of Rs. 7,000/- as the cost of the document, to be remitted, in the form of a Cash/DD in favour of Secretary, CBSE payable at New Delhi. The bid response should be accompanied by either proof of prior payment or a Demand Draft of Rs 7,000/- drawn in favour of CBSE New Delhi, payable at New Delhi

5.7 PROPOSAL VALIDITY

Technical and Financial Proposals shall remain valid for a period of 180 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.

5.8 EMD / Bid Security

The bidder shall furnish, as part of its general bid, an EMD of amount Rs.10,00,000/- (Rupees Ten 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, payable at New Delhi or a bank Guarantee as per the format in Annexure IV, 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.

5.9 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 time of 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.

5.10 LANGUAGE OF BID & 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.

5.11 BID CURRENCIES

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

5.12 EVALUATION & SELECTION CRITERIA

The Evaluation Committee will carry out a detailed evaluation of the Proposals as per section 3 of RFP in order to determine whether the technical aspects are in accordance with the requirements set forth in this document.

5.13 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 prequalification 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.

5.14 FORFEITURE OF EMD (BID SECURITY)

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

- If the bid or its submission is not in conformity with the instruction mentioned herein.
- If the bidder withdraws the RFP before the expiry of the validity period.

- If the bidder violates any of the provisions of the terms and conditions of the RFP.

In case the successful bidder 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. 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

5.15 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, 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 The Secretary, 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 and to impound the performance guarantee.

5.16 TECHNICAL BID

Bidders are required to submit the Technical Bid strictly in the format specified in Annexure V. Any bid not submitted in the requested format will be summarily rejected

5.17 FINANCIAL BID

The format in which bidders are expected to submit the Financial Bid is included in Annexure VI. Financial bids need to be strictly submitted in this format. Any conditional bids or bids not submitted in format as in Annexure VI will be summarily dismissed without recourse for further consideration of the bids.

The Chairman, CBSE, New Delhi reserves the right to accept or reject any or all bids.

6. AWARD OF WORK

The contract will be for an initial period of two years commencing the date of award of the project to the successful bidder which may be further extended on year to year basis upto 5 years.

- 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 modifying the same and 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, **The Research Officer (Technology)**, CBSE, New Delhi 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.

6.3 PAYMENT TERMS AND PENALTY CLAUSE:

The payment terms are as under:

For Central Application :

- 50 percent of the total cost payable on completion of user acceptance testing:
- Remaining payment shall be made on implementation of solution in production environment

For Front –end Units

- 50 Percent value upon delivery of units
- Remaining 50 percent on installation of units.

The system may have some errors which may results into problems with its operation. The penalty clauses for defects in the system are as under:

1. **“Severity 1 error”** is defined as the bug or issue affects a crucial part of a system and must be fixed in order for it resume normal operation. For every severity 1 error which appears in production 0.1 % of the total payment of the AMC for a particular year will be applied as penalty.
2. **“Severity 2 error”** is defined as the bug or issue affects a minor part of a system but has impact on its operation. For every severity 2 error which appears in production 0.05% of the total payment of the AMC a particular year will be applied as penalty.

3. In case of delay in final implantation of the system beyond 01.08.2014 or two months of issuance of letter of Award (whichever is earlier) 0.05 per cent of the total value will be deducted from the payment for each day of delay subject to a maximum of 15%.
4. Due to errors in the Software, if time lines on page 4 and 5 are delayed then penalty of 0.05% of the total value will be deducted from the payment for each day of delay subject to a maximum of 15%.
5. Contract also may be cancelled after one month delay in cases of 3&4 above and no balance amount will be payable.

6.4 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 therefrom, 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 others’ 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.

6.5 TERMINATION FOR DEFAULT

Chairman, CBSE, may without prejudice to any other remedy for breach up 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: 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.

6.6 PROGRESS OF THE PROJECT

- Progress of the Project may be intimated in writing to the The Professor and Director (A,R,T and I) CBSE, New Delhi with a copy to the Chairman, CBSE, on a weekly basis. The Board shall review the progress on quarterly basis and further extension of contract shall be subject to satisfactory performance in previous quarter.

6.7 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.

6.8 FORCE MAJEURE

- This clause shall mean and be limited to the following in the execution of the contract
 - o War / hostilities
 - o Riot or civil commotion
 - o 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 The Secretary, CBSE, New Delhi 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.

6.9 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 reenactment thereof the arbitration proceeding shall be held in Delhi.

6.10 LEGAL JURISDICTION

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

6.11 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.

6.12 SOFTWARE OWNERSHIP

- Organization should have all the necessary processes in place for entire Software
- Development Life Cycle (SDLC)
- It would be preferable for the bidder to have all the necessary components of source code in place and any change required in any of the components of the software, in-house technical skill should be available to make necessary changes
- Software code should be versioned, labelled and base lined appropriately in a standard version control system within the organization
- Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster
- Organization should have the test cases and regression testing code to prove that they have done necessary testing for the software. This should include performance testing also.

- Organization should have in-house quality assurance group and a strong quality management system to do quality check of the software

6.13 INTELLECTUAL PROPERTY RIGHTS

All issues arising out of Intellectual Property Rights will be dealt by the vendor

If the IPR of some free content is already with a 3rd party, and the vendor is using it with the consent of the 3rd party, then the IPR will continue with the 3rd party and be used with permission.

6.14 PERFORMANCE GUARANTEE

The winning bidder will have to give a performance guarantee in the form of a bank guarantee for an amount equal to 10% of the contract value for the duration of the contract and three months beyond.

ANNEXURE I – LETTER OF AUTHORIZATION FROM OWNER / OEM / AUTHORIZED AGENT

(On Owner / OEM / Authorized Agent's Company Letterhead)

[Date]

The Professor and Director(A,R,T and I)
Central Board of Secondary Education
New Delhi

Ref: Supply of Equipment / Software for the RFP for <Name of the Equipment / Software / Solution> under ACCREDITATION PROCESS MANAGEMENT SOLUTION project

Dear Sir,

We < Name of the company of Owner / OEM > having registered office at < Address of Owner / OEM / Authorized Agent > who are established and reputed manufacturers/developers of < Name of the Item(s) > hereby authorize < Name of the Bidder> having its registered office <Address of Bidder> , to bid negotiate and conclude the contract with you against the above mentioned RFP for the above mentioned equipment /software / items manufactured /developed /supplied by us.

We also confirm the following:

- 1) That <Name of Bidder> is an authorized < Name of the company of Owner / OEM / Authorized Agent> partner and/or service provider for the resale of our products for the purpose of this RFP response
- 2) We will support the bidder in meeting the delivery schedule as presented in their response to the RFP
- 3) The equipment / software / items supplied are not reaching end of life within 12 months of submission of RFP response and that the spares / support for the equipment will be available for the next 3 calendar years
- 4) We assure you that in the event of <Name of Bidder> not being able to fulfil its obligation as our service provider in respect of standard < Name of the company of Owner / OEM / Authorized Agent> warranty terms, we would continue to meet such warranty terms through alternate arrangements. Yours faithfully,

For and on behalf of <Name of the firm>
(Signature)

Name: _____

Designation: _____

ANNEXURE II – LETTER FOR RESPONDING TO RFP

(On Bidder's Letterhead)

[Date]

The Professor and Director(A,R,T and I)
Central Board of Secondary Education
New Delhi

Ref: Response to Board's RFP for ACCREDITATION PROCESS MANAGEMENT SOLUTION project

Dear Sir,

In response to your notification dated _____ calling applicants to submit technical and financial commercial proposals for the above project, we are submitting this bid and advise as under:

- i) In the capacity of the applicant for the project, we declare that we are interested in the project should the Board select us for this purpose
- ii) We are submitting this response to the Request For Proposal (RFP) on our own
- iii) If selected, we understand that the selection would be on the basis of our organisational, technical, financial capabilities and experience taken together, as specified in the RFP document. We agree that any adverse change in our status, as mentioned in our response, may result in our disqualification, at the discretion of the Board
- iv) If selected, we hereby undertake that the equipment / peripherals / software shall be new and original only, from respective OEMs of the products and that no refurbished / duplicate / second hand items will be supplied
- v) We understand that you are not bound to accept any or all responses to RFP you receive. We understand and accept that our response does not confer any right on us with regard to participation in any manner whatsoever and Board will have unfettered right and discretion in its decision at all times and is authorised to suspend our candidature without assigning any reason
- vi) We declare that we have neither entered into nor are party to (whether by conduct or by acquiescence) any restrictive trade practice or collective arrangement with any other person or entity including the other applicants for the project, in connection with the preparation and/or submission of our responses
- vii) We undertake that, in competing for and, if we are selected, in executing the project agreements, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- viii) As on date, we are not under any declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India ("GoI")/State governments/Regulatory agencies.
- ix) We submit herewith, all necessary documents and authenticated copies of documentary evidence including the company's audited balance sheet and profit and loss statement of the last three years
- x) We declare that we have disclosed all material information, facts and circumstances to the Board.

- xi) We acknowledge and understand that in the event that the Board discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us from further participation in the process

Yours faithfully,

Authorised Signatory

(Name & Title of Signatory)

Name of Applicant:

Address:

Direct Telephone Number :

Fax Number :

Mobile Number of Contact person :

Email ID :

ANNEXURE III – COMPLIANCE STATEMENT DECLARATION

(On Bidder's Letterhead)

[Date]

The Professor and Director (A,R,T and I)
Central Board of Secondary Education
New Delhi

**Ref: Response to Board's RFP for ACCREDITATION PROCESS MANAGEMENT
SOLUTION project**

COMPLIANCE STATEMENT

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Board in the tender document including all annexures, addendum and corrigendum (if any).

We confirm that our bid complies with the requirements of the Bid Document without any deviation / with the following Deviations:

- 1.
- 2.

Signature and Seal of Bidder

ANNEXURE IV – FORMAT OF EMD BANK GUARANTEE

[Date]

The Professor and Director (A,R,T and I)
Central Board of Secondary Education
New Delhi

Subject: EMD Bank Guarantee Related to Central Board of Secondary Education's for ACCREDITATION PROCESS MANAGEMENT SOLUTION project (Ref No: CBSE/SQAA/AB/198 dated 17th April 2014)

WHEREAS Central Board of Secondary Education (CBSE), having its offices at Preet Vihar, New Delhi and regional offices in other cities in India has invited Request for Proposal for supply, installation, integration and maintenance of an Accreditation Process Management System vide its RFP No. CBSE/SQAA/AB/198 dated _____ on the terms and conditions mentioned in the RFP documents,

It is one of the terms of said Request for Proposal that the bidder shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____ lakhs only) as Earnest Money Deposit.

M/s _____, (hereinafter called as bidder), who are our constituents intends to submit their tender for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. _____ (Rupees _____ lakhs only).

NOW THIS GUARANTEE WITNESSETH THAT

We _____ (Bank) do hereby agree with and undertake to the Central Board of Secondary Education, their Successors, assigns that in the event of the CBSE coming to the conclusion that the bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said bidder, we shall on demand by the CBSE, pay without demur to the CBSE, a sum of Rs. _____ (Rupees _____ lakhs only) or any lower amount that may be demanded by Central Board of Secondary Education. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ lakhs only).

We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ lakhs only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the CBSE on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the CBSE shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the CBSE within a

period of one week from the date of receipt of the notice as aforesaid. We confirm that our obligation to the CBSE under this guarantee shall be independent of the agreement or agreements or other understandings between the CBSE and the bidder. This guarantee shall not be revoked by us without prior consent in writing of the CBSE.

We hereby further agree that –

Any forbearance or commission on the part of the CBSE in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the CBSE to the bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees ____ lakhs only)

Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees ____ lakhs only)

Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

This guarantee shall remain in force for a period of one year, provided that if so desired by the CBSE, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

Our liability under this presents will terminate unless these presents are renewed as provided herein up to three years or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the CBSE alone is the conclusive proof, whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the CBSE against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of (Signature) Authorized Official

(NB: This document will require Stamp Duty as applicable in the State, where it is executed and shall be signed by the official whose signature and authority shall be verified).

ANNEXURE V – TECHNICAL BID FORMAT

S. No.	Particulars	Details									
1.	<p>Executive Summary</p> <p>a) Brief description of the company, with details like ownership structure, business history, growth, business areas, activities etc.</p> <p>b) Brief commentary on capabilities of the company, as demonstrated in past record</p> <p>c) Details of workforce – total qualified software development team including details such as total numbers, total numbers in sub-areas, experience profile, educational profile etc</p>										
2.	<p>Basic Information</p> <p>a) Company Name</p> <p>b) Date of Incorporation / Registration</p> <p>c) Whether IT/ITeS Company</p> <p>d) Whether company is ISO 9001:2008? If yes, validity of the certificate</p> <p>e) Office Address</p> <p>f) Contact Person for this Bid</p> <p>g) Phone No.</p> <p>h) Fax No.</p> <p>i) Email Address</p> <p>j) Have you been debarred / blacklisted by any government / non-government body in the last 2 financial years?</p>										
3.	<p>Financial Information (Rs. In Crores)</p> <p>a) Turnover for last 2 years</p> <p>b) Profit for last 2 years</p>	<table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 15%;">2011-12</th> <th style="width: 15%;">2012-13</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Turnover</td> <td style="width: 50px;"></td> <td style="width: 50px;"></td> </tr> <tr> <td style="text-align: center;">Profit</td> <td style="width: 50px;"></td> <td style="width: 50px;"></td> </tr> </tbody> </table>		2011-12	2012-13	Turnover			Profit		
	2011-12	2012-13									
Turnover											
Profit											
4.	<p>Solution Details</p> <p>a) Is this an existing application?</p> <p>b) Brief Overview of Solution</p> <p>c) Technical Architecture</p> <p>d) Detailed Description of application software</p> <p style="margin-left: 20px;">a. Central Application Software</p> <p style="margin-left: 20px;">b. Front-end Unit Specifications</p> <p style="margin-left: 20px;">c. Front end software</p> <p>e) Details of Software application ownership</p> <p>f) Detailed description of hardware components including complete Bill</p>										

	<p>of Material</p> <p>g) Details of ownership of the hardware components</p> <p>h) Any other supporting solution component / details, alongwith details of ownership of such components</p> <p>i) Details of development methodology followed by the company</p> <p>j) Is any solution component marked to be withdrawn from the market within the next 12 months</p> <p>k) Detailed Bill of Material comprising all software / hardware / any other solution component clearly specifying for each item, the make/model, manufacturer, specifications and quantity</p>	
5.	<p>Implementation & Support Methodology and Plan</p> <p>a) Implementation Methodology the company wishes to adopt</p> <p>b) Support Methodology the company wishes to deploy</p> <p>c) Detailed Implementation plan from start of activities to system commissioning</p> <p>d) Details of Training plan for the schools</p> <p>e) Details of support locations – self owned or partner network</p>	
6.	<p>Project Team Details</p> <p>a) Name and Profile of Project Head</p> <p>b) Key resources within design, development, testing and Implementation and data centre management teams, including their profiles</p>	
7.	<p>Experience</p> <p>a) Details of experiences in supply, installation and commissioning of similar solution (including software & hardware)</p> <p>b) For each experience include following details</p> <ul style="list-style-type: none"> • Customer name • Brief summary of the work done • Contract Period • Total Contract Value 	

	<ul style="list-style-type: none"> • Current Status of the Project • Implementation, Support and warranty strategy adopted in these projects 	
8.	<p>Network Details</p> <p>a) Location details (Self and Partner)</p>	
9.	<p>Confirmation of Validity of the bid</p> <p>a) What is the validity period of your bid?</p>	
10.	<p>Litigation History</p> <p>Please provide details of any history of litigation or arbitration of value above Rs 25 lakhs (or equivalent) resulting from contracts executed in the last three (3) financial years</p>	
11.	<p>Legal</p> <p>Is there any legal case or judgement against the company, which may debar it from participating or bidding in this project? If yes, please provide details</p>	
12.	<p>Copy of Financial Bid <u>without</u> commercials (i.e. without Unit Price (A) & Total Price (B) in PART I) but with other details filled and duly stamped & signed by authorised signatory of the bidder</p>	
13.	<p>Mandatory documentary Proofs as required to be submitted as listed below</p> <ol style="list-style-type: none"> a) Copy of company registration b) Copy of company's PAN Card c) Copy of company's sales tax registration d) Copy of company's service tax registration e) Copy of board resolution or Power of Attorney evidencing authorization of signatory for submitting the proposal f) Certified copies of balance sheet and Profit & Loss Statement for the financial years 2010-11, 2011-12, 2012-13 (* Provisional balance sheet to be submitted if yet to be audited) g) Letter of Authorization from OEM / Authorized Agent of hardware and / or other components as per format in Annexure II 	

	<ul style="list-style-type: none">h) Customer Experience Certificate in support of experience cited under Section & above in Technical Bid Response (The certificate should be on customer's letterhead and duly stamped & signed)i) Copy of company's ISO 9001:2008 certificatej) Self declaration from company on company's letterhead stating that they have not been debarred / blacklisted by any government / non-government departmentk) Declaration on company's letterhead confirming that none of the components proposed are due to be withdrawn from the market within the next 12 months	
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ANNEXURE VI – FINANCIAL BID FORMAT

(All prices quoted are in Indian Rupees, excluding VAT, service Tax, state level Taxes/levies)

S. No.	Description	Detailed Technical Qualifications	Qty (A)	Unit Price (B)	Total AMC charges for four years after warranty period of one year	Total Price (C)
1	Total Central Solution Cost (one time)		1			
2	Total Solution Cost per front-end unit, if any		500			
Total Financial Bid, Fb (Indian Rupees, Inclusive of taxes)						

DATE:

Signature & Seal of Bidder

(Name of Authorized Signatory)

Note:

1. Prices quoted shall remain valid for a period of 5 years from the date of award of project to the successful bidder.
2. All hardware/software prices quoted above are inclusive of one year warranty.
3. The actual order size will be determined by the total number of the front-end units to be procured.
4. On the site AMC should be comprehensive. It should include six months of software development effort for updation as per need.
5. Time schedule of payment is as mentioned at 6.3 of the R.F.P.
6. All taxes/levies and percentage thereof must be mentioned in the remarks against each line above. VAT etc. will be reimbursed by the Board at actuals.

DATE:

Signature & Seal of Bidder

(Name of Authorized Signatory)

ANNEXURE VII – TERMS OF WARRANTY AND AMC

1. Warranty shall be for a period of one (1) year from the date of signoff of the User Acceptance Testing
2. During warranty period, any defects in the software should be fixed immediately to keep the solution in operating condition at no additional cost to the Board. All version upgrades, software patches of the solution released by the successful bidder shall be made available to the Board at no additional cost to the Board.
3. The successful bidder shall ensure that the type of support extended during AMC period shall be absolutely similar to the one extended during the warranty period

DATE:

Signature & Seal of Bidder

(Name of Authorized Signatory)