

**Document Management and Electronic Depository of Certificates,
(DMEDC), CBSE,
Request for Proposal**



Issued by

**Central Board of Secondary Education,
Shiksha Kendra,
2 Community Centre, Preet Vihar,
Delhi - 110092**

November 2012

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1. Introduction :

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.

The Board has approx. 12,800 schools affiliated with it including 150 schools in twenty one countries abroad. 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 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.

The proposal:

To appoint a depository which shall holds academic awards of persons issued by academic institutions in an electronic form at the request of the individuals or academic institutions.

The objective of this RFP is to appoint a Turnkey Solution Provider on Build Own and Operate (BOO) Basis as National Academic Depositor who would perform all such activities (mentioned in detail in the Scope of Work section of this RFP) to the fullest satisfaction of Central Board of Secondary Education (CBSE), Delhi.

The project shall be awarded for a period of five years to begin with and can be renewed periodically for a further period of five years every time subject to the bidder performing services to the satisfaction of CBSE.

1.2 Issuer of RFP:

A. S Verma,
Joint Secretary (A&L)
Central Board of Secondary Education,
Shiksha Kendra,
2 Community Centre, Preet Vihar,
Delhi – 110092
Phone : **011-22517252, 22420300**
Fax : 011-22248990
Email : js.al.cbse@gmail.com

2. Instructions to bidder :

2.1 Bidding schedule :

		Event					Timeline
1.	Release of Request For Proposal (RFP)					26-11-2012	
2.	Last Date for Collection of RFP					14-12-2012	
3.	To submit queries in writing to the Issuer of RFP in the format given below on the company letter head.					By 18.12.2012	
	Sr. No.	Section No.	Clause No.	Reference/ Subject	Clarification Sought		
		
4.	Pre- Bid Conference					21-12-2012	
5.	Last Date, time for submission of bids to the Issuer of RFP					28-12-2012 2.0 PM	
6.	Date, time and place of opening the Technical Details of bids Central Board of Secondary Education, Shiksha Kendra, 2 Community Centre, Preet Vihar, Delhi – 110092					28-12-2012 2.30 PM	
7.	Declaration of Bidder names who have cleared the Technical criteria					31-12-2012 11.00 AM	
8.	Date, time and place of opening the Commercial bids Central Board of Secondary Education, Shiksha Kendra, 2 Community Centre, Preet Vihar, Delhi – 110092					04-01-2013 11.00 AM	
9.	Award of contract					11-01-2013	
10.	Commencement of the project by the successful bidder					15-01-2013	

2.2 General Instructions to bidder :

1. THE RFP IS NOT TRANSFERABLE.
2. Bidders are advised to study the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
3. The response to this RFP should be full and complete in all respects. Incomplete or partial bids shall be rejected. The bidder must quote for all the items asked for in this RFP.
4. The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation for the purposes of clarification of the bid, to the CBSE. CBSE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
5. All the communication to CBSE including this RFP and the bid documents shall be signed on each page by the authorized representative of the bidder along with the authority letter attached.

2.3 Bid submission instructions :

The bidders are expected to submit their offers in two parts namely, “Technical/Qualifying Criteria”, and “Commercial Proposal” and in the format given in this document. Two copies of each part have to be submitted, clearly marked and titled as ‘Original’ and ‘Duplicate’. So, in all, there has to be

1. Technical/ Qualifying Criteria: Original – One Hard Copy along with soft copy in a CD.
2. Technical/ Qualifying Criteria: Duplicate – One Hard Copy.
3. Commercial Proposal: Original - One Hard Copy
4. Commercial Proposal: Duplicate - One Hard Copy

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In the event of any discrepancy between them, the original shall govern. Hard copy version would prevail over the softcopy for official purposes.

The original and the copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid in original.

Each Bid shall be accompanied by an Earnest Money Deposit of Rs. 10,00,000 (Rs Ten Lakhs) in shape of a Demand Draft in favour of Secretary, CBSE payable at Delhi.

2.4 Important limits and values :

Item	Description
Price of the Bid document	Rs. 2,000 (Rupees Two Thousand only)
Period for signing contract	Within 15 working days from date of Award of contract

2.5 Submission of bid :

Bidders are solely responsible for timely submission of the bids at the location as mentioned above in this section. Proposals received after the last date and time of submission will not be considered.

The response to RFP / bid need to be submitted by the bidder in person, or through registered post/courier. The response to RFP / bid submitted by the bidder(s) through telex / telegrams / fax / email will not be considered. No further correspondence will be entertained on this matter.

CBSE may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in such case all rights and obligations of CBSE and Bidders subject to the deadline will thereafter be subject to the deadline as extended.

2.6 Amendment of RFP document :

At any time before the deadline for submission of bids, CBSE may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by amending, modifying and/or supplementing the same.

All prospective Bidders who have purchased this RFP Document shall be notified of any amendments in writing by e-mail and / or post, and all such amendments shall be binding on them without any further act or deed on CBSE's part. The amendments shall be also published on the website www.cbse.nic.in. The prospective bidders are advised to periodically browse this website to find out any further corrigendum / addendum / notice published with respect to this tender.

In the event of any amendment, CBSE reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

2.7 Late bids :

Any bid received by CBSE after the deadline for submission of bids prescribed by CBSE shall be rejected and returned in unopened condition to the bidder.

2.8 Opening of bids :

1. Proposals / Bids will be opened in presence of bidder's representatives (if they are present, else it will be opened in presence of the other representatives, officials present). The bids will be opened at the address mentioned above.
2. CBSE will open all bids as per schedule mentioned in "Bidding Schedule" above. If all documents mentioned in each part of proposal are not found, then RFP may be summarily rejected. The bidder's representative willing to attend the opening of the bids shall bring authorization letter. The bidder's representative shall sign attendance register.
3. The bidder's name, technical solutions given by bidder, bid prices and presence or absence of requisite bid security and such other details, as CBSE at its discretion may consider appropriate, will be announced at the time of corresponding openings.
4. The bids submitted after due date and time shall not be considered for further evaluation, irrespective of the circumstances. CBSE reserves the right to postpone or cancel a schedule of bid opening at any time.

2.9 Contacting CBSE :

1. No bidder shall contact CBSE on any matter relating to its bid, after opening of commercial bid till contract is awarded. If bidder wishes to bring additional information to the notice of CBSE, he / she can communicate in writing to address given for correspondence. CBSE reserves the right to consider or not to consider such information.
2. Any effort by bidder to influence CBSE in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the bidders bid and forfeiture of the bid security amount.

2.10 Tender Evaluation Committee :

The Tender Evaluation Committee (TEC) constituted by the CBSE shall evaluate the tenders. The decision of the Evaluation Committee in the evaluation of the Qualification criteria and Commercial bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

2.11 Address for bid submission and correspondence :

A. S Verma,
Joint Secretary (A&L)
Central Board of Secondary Education,
Shiksha Kendra,
2 Community Centre, Preet Vihar,
Delhi – 110092
Phone : **011-22517252, 22420300**
Fax : **011-22248990**
Email : js.al.cbse@gmail.com

3. Qualification criteria and Evaluation of Bid :

3.1 Qualification Criteria :

No agency shall be eligible for appointment as National Academic Depository unless –

1. it is a depository having a certificate of registration as such under section 12 (1A) of the Securities and Exchange Board of India Act, 1992 [15 of 1992] or a fully owned subsidiary of such depository;
2. it has, in its memorandum of association, specified provision of depository services for academic qualifications as one of its objects; and
3. it should have ISO 27001 certification for at least one of its existing business line through itself or its holding company or fully owned subsidiary company.
4. the company should be in existence for minimum three years prior to issue date of the RFP.
5. the company shall produce the SEBI approval for undertaking this project at the time of entering into the contract with CBSE.

3.2 Commencement of Operations :

In order to commence operations, the National Academic Depository shall have –

1. adequate systems for storage in, access to, and retrieval of records, from the national database while ensuring its confidentiality, fidelity and authenticity;
2. adequate systems and safeguards to ensure that its automatic data processing systems are secure by being protected against unauthorized access, alteration, destruction, disclosure or manipulation;
3. network through which the National Academic Depository shall maintain continuous electronic communications with academic institutions, Academic Depository Agents, facilitation centres;
4. adequate systems and safeguards to secure the network referred to in Sl. No. 3 from unauthorized access, entry or manipulation,
5. adequate systems and safeguards to prevent destruction, unauthorized disclosure and manipulation of records in the national database;
6. adequate number of facilitation centres, established by it or on its behalf, for providing services as are required to be provided by it;
7. adequate systems for recovery, in case of any loss, destruction or any other contingency, of data in the national database;
8. arrangements for storage and maintenance of back-up data at a location different from, and as secure as, the main data centre where the national database has been hosted;
9. an operations manual explaining all aspects of its functioning, including the interface and method of transmission of information between academic institutions, Academic Depository Agents and facilitation centres;
10. adequate safeguards to ensure that physical access to its premises, facilities, data centres including data back-up locations, automatic data processing systems and electronic data communication network is secure, controlled, monitored and recorded; and
11. such other requirements as may be prescribed.

3.3 Bid evaluation :

A **Two-Bid System** shall be followed for the bid evaluation. The first stage would be a technical evaluation against Qualification Criteria. Second stage would be a commercial evaluation. **The Technical Bid shall carry a weightage of 60 and the Commercial Bid shall carry a weightage of 40.** The successful bidder shall be decided on the combined score of 100.

The details of evaluation shall be as follows :

- a. **First stage – Technical evaluation against Qualification Criteria and Prototype demonstration**

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The first stage of evaluation would involve examination of the bid documents of each of bidders against the qualification criteria set out. This is to ensure that the technical skill base, experience and financial capacity and other bidder attributes claimed therein are consistent with the needs of this project. These conditions have been listed down under the section “Qualification Criteria”. CBSE may ask bidder(s) for additional information, visit to bidder’s site and/or arrange discussions with their professional, technical faculty to verify claims made in bid documentation. In addition, those meeting qualification criteria will be required to demonstrate a Prototype with dummy data at their own cost. The Prototype should adequately demonstrate solution design and key facilities to end users.

During technical bid preparation, the bidder is required to strictly adhere to the technical bid format provided in this document. The format for the same has been detailed in the **Annexure – “Bid Document Format”**.

b. Second stage :

The Commercial Bids of only those bids that meet each of the qualification criteria mentioned and successfully demonstrate prototype would be opened for commercial evaluation. The commercial quote will, inter alia, cover the following heads separately:
(Client Institutions. User Institutions and Individuals are distinct entities)

Sl.No.	Item	Cost in Rupees	Clarifications
1	Cost to Client Institutions:		
1.1	One Time Registration	..... per institution	
1.2	Cost of training personnel	.....per training programme	Lumpsum cost
1.3	Upload of Records- Only Data	.....per 10000 record	
		..... Minimum charges	
1.4	Upload of Records – Data & Scanning of Images	..... per record	
1.5	Customized/MIS report generation	Free of Cost	
2	Cost to User Institutions:		
2.1	One time registration	..... per institution	
2.2	Online Verification	..... per record	
2.3	Authenticated copy of certificate	..... per record	
3	Cost to individuals		
3.1	De-matting of certificate	..... per document	Unregistered user institutions shall be treated as individuals
3.2	Issue of authenticated copy of certificate	..... per document	
3.3	Online Verification of document	..... per document	

Note:

A substantially responsive Bid is one, which conforms to the requirements, terms, conditions and specifications of the Request for Proposals without material deviation. A material deviation is one which affects in any substantial way the functionality, scope, quality, or performance of the deliverables, or which limits in any substantial way, inconsistent with the Request for Proposals, CBSE rights or the Bidder's obligations for, performance of the project and the rectification of which deviation would affect unfairly the competitive position of other bidders presenting substantially responsive Bids.

CBSE may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation.

3.4 Award of contract :

a. Award Criteria :

CBSE will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the Best Valued Bid after evaluation (refer to the evaluation process section above for details).

b. CBSE Right to Accept any Bid and to Reject any or All Bids :

CBSE reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for CBSE's action.

c. Notification of Award :

Prior to the expiration of the period of bid validity, CBSE will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted.

The notification of award will constitute the formation of the contract.

Upon the successful Bidder's furnishing of Performance Security, CBSE will promptly notify each unsuccessful Bidder.

d. Signing of Contract :

At the same time as CBSE notifies the successful bidder that its bid has been accepted, CBSE shall enter into a contract/agreement on a Stamp paper with the successful Bidder. Terms and Conditions specified in the RFP document shall become the part and parcel of the contract document.

e. Penalty :

If the National Academic Depository or Academic Depository Agent registered by the National Academic Depository fails to discharge the duties or provide the services expected of it or contravenes the directions issued by the CBSE, then the National Academic Depository shall, without prejudice to proceedings for prosecution under the provisions of any law for the time being in force, be liable to a penalty which may extend to fifty *lakh* rupees for each such instance of failure or contravention.

Adjudication of penalties.- Save as otherwise specified by the CBSE all matters of penalty shall be adjudicated by the CBSE.

Failure to agree with the Terms & Conditions of the RFP / Contract :

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event CBSE may make the award to the next Best Value Bidder or call for new Bids.

3.5 Revocation of appointment of National Academic Depository :

1. The CBSE may, if it is satisfied after making such enquiry as it deems fit, revoke the appointment of the National Academic Depository on any or all of the following grounds, namely;
 - (a) where the National Academic Depository, in the opinion of CBSE, makes willful or continuous default in any act of commission or omission as required by or under the Service Level Agreement;
 - (b) where the National Academic Depository commits breach of any of the terms or conditions of the appointment which is expressly declared by such appointment to render it liable to revocation;
 - (c) where the National Academic Depository fails, within the period fixed in this behalf by its appointment, or any longer period which the CBSE may have granted therefore, to show, to the satisfaction of the CBSE, that such agency is in a position fully and efficiently to provide the services required of it and discharge its duties and obligations imposed on it by its appointment;

- (d) where in the opinion of the CBSE the financial position of the National Academic Depository is such that such agency is unable fully and efficiently to provide the services required of it or discharge the duties and obligations imposed on it, by its appointment;
2. No appointment shall be revoked under sub-para (1) unless the CBSE has given to the National Academic Depository not less than thirty days notice, in writing, stating the grounds on which it is proposed to revoke the appointment, and has considered any cause shown by the National Academic Depository within the period of that notice, against the proposed revocation.
 3. Where the CBSE revokes the appointment under this para, it shall serve an order of revocation upon the National Academic Depository and fix a date on which the revocation shall take effect; and such revocation shall be without prejudice to the action which may be taken against it in under any other law for the time being in force.
 4. The CBSE may, instead of revoking a appointment under sub-para (1), permit such appointment to remain in force subject to such further terms and conditions as it thinks fit to impose, and any further terms or conditions so imposed shall be binding upon and be observed by the National Academic Depository and shall be of like force and effect as if they were contained in the appointment under para 3.
 5. Where the CBSE revokes the appointment under this para, the National Academic Depository shall, not later than the date specified under sub-para 3 as the date on which the revocation shall take effect, provide, in such form and manner as may be prescribed, all the records and data comprised in the national database and the computer source code, to the CBSE.
 6. The National Academic Depository shall, while providing the national database under sub-para (5), certify that the national database and every record contained in such database is authentic and in accordance with the record of academic awards lodged with it by academic institutions; and no record, or any part of record, has been changed or modified or altered.

3.6 Segregation of activities and business :

Where the National Academic Depository is carrying on any activity or business besides that of acting as depository for the national database, then—

1. the activities relating to the business as National Academic Depository shall be separate and segregated from all other activities; and
2. its officers and employees (other than the officers in its Governing Body or Board of Directors or by whatever other equivalent name called) engaged in providing services shall not be engaged in any other activity or business carried on by it; and
3. the accounts of incomes and expenditures relating to the national database shall be separate and distinct from accounts relating to other activities or businesses carried on by it.

3.7 Registration of Academic Depository Agent :

1. The National Academic Depository may register, in such manner and on the payment of such charges as it may deem fit, one or more Academic Depository Agents to assist in the provision of services on behalf of the National Academic Depository:
2. Nobody shall be registered, by the National Academic Depository, as an Academic Depository Agent, if it is an owner, directly or through the promoter of such body, of equity share capital of the National Academic Depository. However, scheduled commercial Banks shall be exempted from this provision.
Provided that no person, being a promoter of the National Academic Depository, shall be an owner of equity share capital of an Academic Depository Agent.
3. The National Academic Depository shall enter into an agreement, in such form as may be specified by its bye-laws, with the Academic Depository Agents (ADAs) registered by it under sub-para (1).
4. The Academic Depository Agent shall provide, as the National Academic Depository may deem fit, one or more of the services to be provided by the National Academic Depository under para 4 (Scope of Work) on its behalf. However, the core services to be provided by NAD cannot be delegated to ADAs

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5. The National Academic Depository shall be equally liable for any act of commission or omission of a registered Academic Depository Agent in the performance of duties or provision of services by such Agent on its behalf.
6. The Academic Depository Agent shall follow such Code of Conduct specified by the National Academic Depository with the prior approval of the CBSE, in the provision of services or discharge of duties and obligations by it.
7. The National Academic Depository may, without prejudice to any other proceedings under any law for the time being in force, revoke, for default or deficiency in provision of services or in discharge of duties and obligations, the registration of any Academic Depository Agent.

Note : Matters relating to the following may be delegated by the NAD to ADAs. All other matters will constitute core activities.

- (a) provide efficient online verification of any specific academic award lodged on the national database;
- (b) verify and authenticate any specific academic award in the national database when so requested by any person whose academic awards are maintained in the national database or any other person authorized by him;
- (c) provide an authenticated copy of any specific academic award in the national database when so requested by any person whose academic awards are maintained in the national database to him or any other person authorized by him;

4 Scope of work :

- 4.1 The crux of this project is the creation of a **depository and Document management solution**. It shall be the duty of the National Academic Depository, after it has been authorized to commence operations to provide or cause to be provided all such services as may be necessary to -
 1. register academic institutions;
 2. provide access to registered academic institutions to the national database;
 3. facilitate academic institutions to efficiently lodge, in the national database, the academic qualifications awarded by such institutions;
 4. train academic institutions in the process of lodging and retrieval of records of academic qualifications from the national database;
 5. provide efficient online verification of any specific academic qualification lodged in the national database;
 6. verify and authenticate any specific academic qualification in the national database when so requested by any person;
 7. provide an authenticated copy of any specific academic qualification in the national database when so requested by any person;
 8. Mapping of academic awards (Certificate holders who get registered with NAD have the facility of mapping their academic awards available in the system to their NAD account by submitting a request to NAD agent. Once the awards are mapped, certificate holder will be able to view his awards under a single view in his login.)
 9. maintain the authenticity, integrity and confidentiality of the national database
 10. ensure that the national database is, at all times, accessible online to authorized persons;
 11. ensure that data bases and software programmes are developed and designed in such a way as to facilitate online interaction and exchange of information with the Central Identities Data Repository created by the Unique identification Authority of India, for persons whose academic awards are maintained in the national database;
 12. perform such other duties as may be prescribed:
Provided, that the CBSE shall consult the National Academic Depository before prescribing the performance of other duties under sub para (12). Explanation: For the purposes of this clause, the word “authorized persons” means such persons

authorized by the National Academic Depository and includes Academic Depository Agents and academic institutions.

13. The NAD will host and maintain an independent website with the user friendly interface for use by all stakeholders. The design and content of the website will be based on discussions with CBSE before signing of the contract.
14. The website would prominently display a list of authorized boards in Secondary Education and a list of degree/ diploma awarding institutions in the country.
15. A list of fake universities would also be mentioned on the website.

Note : For the purposes of providing the services under sub-section (1), the National Academic Depository shall establish such number of facilitation centres at such places as it may deem fit;

Provided that the National Academic Depository shall establish facilitation centres at such other places as CBSE may, for reasons to be recorded in writing, direct it to do so

However, Duplicate documents shall continue to be issued by Examining bodies in original.

4.2 Process of verification and authentication.-

1. A person requiring verification and authentication of any specific academic award in the national database may apply to the National Academic Depository or to any registered Academic Depository Agent or to a facilitation centre, in such form and manner and on the payment of such charges as may be specified, with the prior approval of the CBSE, by the National Academic Depository:

Provided that the person making an application shall provide such details as the National Academic Depository may require to enable it to retrieve the record from the national database.

2. The National Academic Depository or its registered Academic Depository Agent shall, within a period of three days from the date of receipt of such application, verify and authenticate the specific academic award, if lodged in the national database, or inform the applicant of the non-availability of such academic award with it:

Provided that where the National Academic Depository is unable to inform the applicant within the period specified in sub-para (2) or the academic award is not lodged in the depository, it shall, immediately but not later than a further period of three days from the expiry of the period specified, refund the charges paid by the applicant.

4.3 Reports

1. The successful bidder shall also provide tools for checking the progress of the project. This shall include the daily, weekly, monthly and overall progress. The tool should also display department-wise and record room wise progress. The tool should be able to provide reports on the status of scanning on a periodic basis.
2. The format, content, periodicity and other information related to reports shall be discussed and finalized with the successful bidder before the commencement of the project.

4.4 Infrastructure

1. The successful bidder will use its own infrastructure. This shall include, all Hardware as is required for the successful operation, maintenance and completion of the Project.
2. The Depository would host the server infrastructure in a mutually agreed data centre facility.
3. The successful bidder would deploy its own human resource for all the aforementioned activities. The successful bidder shall deploy adequately skilled manpower resources to complete the job within the specified time.

4.5 Archival and Duration of storage

As has been envisaged now, the documents / records data shall be stored on the SAN (Storage Area Network) itself. However, CBSE shall find a need to archive certain old documents and store the same onto optical or magnetic drives. Thus the Depository should have a well designed archival facility that also has an audit trail.

4.6 General

1. It is the absolute responsibility of the successful bidder to ensure that the data integrity is maintained.
2. The solution proposed should be able to integrate with other management systems that are currently being used in CBSE. Issues pertaining to integration of the proposed solution with other software / applications, inter-operability etc shall be suitably addressed by the successful bidder. He/she shall provide interfaces / accesses to the software which are necessary for integration.
3. The proposed application software proposed has to be a web based application.

4.7 Hardware and Software:

The successful bidder will use its own hardware and licensed software including Other software such as required for this application.

4.8 Training:

The successful bidder would be required to provide training to the identified Staff. The training would happen in the premises notified by CBSE to the successful bidder at a later date.

It is proposed that training be conducted in batches of 25 each, each batch training of approx. 2 – 4 hours. The successful bidder is required to train and make the staff conversant with the application. The training is to be carried out as per the timelines given in the RFP. The training shall concentrate on –

- Basics of the proposed solution
- Generation of reports and interpretation of the same

4.9 Value Added Services.

The information shall also be supplied to the stakeholders through SMS/Email/IVRS etc

5 Project implementation :

5.1 Project timelines :

Following table delineates the various project activities and the associated timelines in weeks from the project start date

#	Activity	Timeline
a.	Project Start	T (award of contract)
b.	System study and Base lining requirements	T + 2 weeks
c.	Specifications Sign off	T + 6 weeks
d.	System Design	T + 10 weeks
e.	System Development	T + 20 weeks
f.	Procurement of System	T + 20 weeks
g.	System Testing	T + 24 weeks
h.	Configuration and hosting of system	T + 24 weeks
i.	User Acceptance Testing (UAT)	T + 25 weeks
j.	Submission of training material and documents for training.	T + 25 weeks
k.	Commencement of training for users.	T + 25 weeks
l.	Submission of the following Manuals 1. Systems Administration Manuals 2. User Manuals 3. Installation Manuals 4. Operational Manuals 5. Maintenance Manuals	T + 44 weeks
m.	Trainings to various departments can be given in phases.	

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Work completion timelines shall be also monitored as per following milestones: **Live Documents in possession with departments :**

#	Scanning & Indexing activity	Timeline
a.		T + 7 Weeks
b.		T + 11 Weeks
c.		T + 15 Weeks
d.		T + 19 Weeks
e.		T + 23 Weeks
f.		T + 27 Weeks
g.		T + 31 Weeks
h.		T + 35 Weeks
i.		T + 39 Weeks

5.2 Project stakeholders :

Stakeholders are the entities that have a legitimate interest in a project. The following are the stakeholders involved in the project.

- CBSE
- Institutions
- Examination Boards
- Universities
- Students holding academic awards
- Employer

5.3 Responsibility matrix :

A Responsibility matrix lays out the major activities in the project and precisely details the responsibilities of each stakeholder involved in a project. It is an important project communication tool because all stakeholders can see clearly whom to contact for each activity.

The RACI Matrix splits project tasks down to four participatory responsibility types that are then assigned to different Stakeholders in the project. These responsibilities types make up the acronym RACI.

- Responsible** - Those who do work to achieve the task
Approve - The Stakeholder that ultimately approves the task
Consulted - Those whose opinions are sought. 2 way communication
Informed - Those that are kept up-to-date on progress. 1 way communication

The following RACI Matrix shall be used for defining the Responsibilities for each of the identified Stakeholders.

Activities	Successful Bidder	CBSE/Other Institutes
Signing of Contract	R	R
Resource Mobilization	R	C
Creation of project monitoring committee	I	R
Providing rooms for conducting training	I	R
Deployment of project team	R	A, C
Requirements analysis software and hardware)	R	C, I
System study and customization	R	C, I
Deployment and installation of hardware	R	C, I
Deployment and installation of application software at user sites	R	C, I
Maintenance of software and hardware supplied for the contract duration	R	C, I
Supply of documents for digitization if required	C, I	R

Scanning of documents, indexing and returning the documents in the original condition. If required.	R	C, I
Training of users	R	C, I

6 Service level agreements (SLA):

6.1 Service level objectives :

- a. The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service to be provided by the successful bidder to CBSE for the duration of this contract. SLA defines the terms of the successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by CBSE in the Service Level Agreement with Successful bidder.
- b. The successful bidder has to comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality and availability of services.
- c. **Note:** Penalties shall not be levied on the successful bidder in the following cases:
 - The non compliance to the SLA has been solely due to reasons beyond the control of the bidder
 - There is a Force Majeure event affecting the SLA which is beyond the control of the successful bidder

6.2 SLA definition, measurement and monitoring :

a. Penalty for delay in project execution:

For any delay in completion of activities of the project (as mentioned in the timelines), CBSE will charge penalty of Rs. 25,000 per week.

b. SLA for uptime of Application :

The proposed solution has to be up for at least 98% of the time during peak hours and should be up for at least 96% of the time during off peak hours. The application is deemed to be up if the users are able to log into the system and are able to execute critical functionalities on the system where the functionalities would be mutually agreed by vendor and CBSE. The definition of Peak and Off Peak hours follow:

1. Monday to Saturday

- Peak hours: 8AM to 10PM
- Off Peak hours: 10PM to 8AM

2. Sunday

- Peak hours: -
- Off Peak hours: Whole day (24 hrs)

3. State / National holidays

- Peak hours: -
- Off Peak hours: Whole day (24 hrs)

The uptime shall be computed on a monthly basis. For every 0.01% less than the standard mentioned above (for both Peak and Off Peak hours), there shall be a penalty of Rs.1,00,000. The performance non-compliance percentage shall up rounded off to the next highest hundredth percent.

For instance, if the percentage of non-conformance for a month is 0.034%, it shall be rounded off to 0,04% and so a penalty of Rs. 4,00,000 shall be levied.

c. SLA for Software Support

- A critical incident may be defined as incident which results in overall service discontinuity or service discontinuity for specific functions.

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- Critical Incident can arise out of system problem or bug in the application software. Incident can be resolved with work around or permanently so as to ensure service continuity. As long as service continuity is maintained the incident will be deemed to be fixed.
- Maximum time to fix such critical incidents would be 6 hours. These 6 hours would not include the duration of off peak hours.
- In case critical incident arises out of application software bug, then such application software bugs to be fixed within maximum **15 days** of identification of bug.
- Fixing of any other application software bugs, which does not result in critical incident,, would follow software development and release life cycle.
- Any Software bug identified by CBSE / Department / vendor's service engineer would have to be fixed within the schedule mentioned below.

Critical bug / problem resolution time	Penalty Amount
15 working days	Rs. 5,000/- (per day)
	Rs. 10,000/- per day beyond 15 days
	Rs. 20,000/- per day beyond 30 days

d. Response Time Performance Criteria :

Response time: Response time is the time interval between the instant at which the LAN user at a terminal enters a request for a response from the Database server and the instant at which the response is received completely at the terminal.

Sr. No.	User Activity	Particulars	LAN Users	
			90% of cases (Sec)	Overall (Sec)
1	Login		<5	<10
2	Online Instruction Submissions	These may include submitting details for one certificate, examination results etc online.	<5	<10
3	Online enquiries / Reports			
a.	Simple (Online enquiry)	Enquires based on one key value e.g. enquire certificate details by providing certificate serial number. Would return single record information	<5	<10
b.	Medium (Online enquiry)	Enquiries based on filter criteria e.g. Enquire list of certificates within allowed date range. Would return maximum 10 records information	<8	<12
c.	Complex (Reports)	Enquiry based on input criteria which requires joining multiple data elements before displaying. Maximum 3 data elements join and would return maximum 15 records	<15	<20
4	Canned Reports	Pre configured report for end of day, end of week or end of month as the case may be.	Next day of report generation	

- Non-adherence to the above-mentioned response time would be considered as a bug and the penalty would be levied as per the table above for the non-resolution.

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- The successful bidder will have to maintain strict privacy and confidentiality of all the data its staff gets access to. Adequate provisions to be made not to allow unrestricted access to the data to people in the organization who have not signed the NDA. Successful Bidder cannot sell or part with any data in any form. Penalty of Rs. 10,00,000/- to a summary termination of contract and forfeiture of PBG would be imposed on the successful bidder upon default of this service. The exact penalty will be decided by CBSE based upon severity of the default.
- The successful bidder should provide adequate tools for capturing data required for measuring SLAs at no extra cost to CBSE. This should be part of the solution design and the BOM proposed should include the necessary tools for the same.

e. Penalties :

1. All above mentioned penalties are exclusive to each other
2. Planned Down-time (during non-working hours) is not considered for penalty calculation. Vendor will have to take at least 3 days prior permission from CBSE for the planned down-time. Planned Down-time will not be allowed for more than two times in a month. The Down-time would have to be preferably scheduled on a non-working day.
3. Planned downtime can be taken anytime during off peak hours with 3 days prior notice. Maximum 2 instances per month of planned downtime during peak hours can be taken.

7 Terms and conditions :

7.1 Payment terms :

Payment for various services will be made by the end users (individuals, academic institutions, organizations) themselves as per the rates submitted by the successful bidder in the commercial bid and accepted by the CBSE/Academic Institutions.

There will, however, be a revenue sharing between the CBSE/Academic Institutions and the National Academic Depository for the data uploaded by the CBSE/Academic Institutions. This revenue sharing will be decided mutually by the CBSE/Academic Institutions and the National Academic Depository based on the revenue collected for the verifications by the National Academic Depository.

7.2 Indemnity :

- a. Subject to Article (b) below, Service Provider (the "Indemnifying Party") undertakes to indemnify the Secretary, CBSE (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA.
- b. The indemnities set out in Articles (a) shall be subject to the following conditions:
 1. the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 2. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense;
 3. if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
 4. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

5. all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
6. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
7. the Indemnified Party shall take legally permissible steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
8. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates

7.3 Publicity :

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed.

7.4 Force Majeure :

1. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
2. The bidder shall not be liable for penalty, liquidated damages or for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
3. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on the performance of the depository.
4. If a Force Majeure situation arises, the bidder shall promptly notify CBSE in writing of such conditions and the cause thereof. Unless otherwise directed by CBSE, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
5. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:
6. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;
 - Any event or circumstance of a nature analogous to any of the foregoing.
7. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:

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- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
- Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
- Any event or circumstance of a nature analogous to any of the foregoing.

7.5 Resolution of disputes :

1. CBSE and the successful bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.
2. Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which can not be resolved through the above mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the CBSE. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Delhi, India.

7.6 Right to accept or reject any or all offers :

CBSE reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for CBSE's action.

Annexure :

A. Estimated Volume :

During initial phase, the application shall be used by the following organizations

Institutions	App. Volume of Records per year
Central Board of Secondary Education	30.0 Lakhs
Central Universities	1.5 Lakhs
IIT	0.1 Lakh
NIT	0.4 Lakh
IIM	0.1 Lakh
IGNOU	4.0 Lakhs
NIOS	2.0 Lakhs
IISERs	0.1 Lakh
IITs	0.1 Lakh

Note:	<ol style="list-style-type: none">1. There can be a deviation of +/- 25% from the estimated figure. The bidder is advised to take this variation into consideration during the preparation of the bid.2. This is the approximate volume. The NAD would however, be free to enter into similar arrangements with State Education Boards and State Universities on voluntary basis.3. Other Examining bodies may also like to use the application if they feel so
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B. Format for Commercial Bid

A single quote is being asked in the commercial bid. The rate in the commercial bid would have to be filled in the following format.

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Sl.No.	Item	Cost in Rupees
1	Cost to Client Institutions:	
1.1	One Time Registration per institution
1.2	Cost of training personnel	.....per training programme
1.3	Upload of Records- Only Data	.....per 10000 record
		..... Minimum charges
1.4	Upload of Records – Data & Scanning of Images	..... per record
1.5	Customized/MIS report generation	Free of Cost
2	Cost to User Institutions:	
2.1	One time registration	..... per institution
2.2	Online Verification	..... per record
2.3	Authenticated copy of certificate	..... per record
3	Cost to individuals	
3.1	De-matting of certificate	..... per document
3.2	Issue of authenticated copy of certificate	..... per document
3.3	Online Verification of document	..... per document

Note:

- The bidder should take care that rate mentioned above sufficiently covers the expenses that the bidder shall incur for application software, system software, database licenses, hardware, resource employed for the project and maintenance as mentioned in the scope of work.
- The above charge/fee should be inclusive of any applicable relevant tax except service tax. Service tax shall be paid at actual on submission of necessary documentation related to tax payment based on the prevalent rates at the date of submission of invoice.

C. Bid Document Format :

The bid document submitted by the bidder should at least contain the following

1. Covering letter
2. Authority letter
3. Qualification Criteria Compliance Sheet
4. Particulars of Bidder/Consortium
5. Project details and methodology

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1 Covering letter on company letter head

Dated :

To
The Joint Secretary, (A&L)
Central Board of Secondary Education,
Shiksha Kendra,
2 Community Centre, Preet Vihar, Delhi – 110092

Ref : Request for Proposal Document Management and Electronic Depository of certificates,

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for proposed solution. We offer to meet such requirements and provide such services as required in the RFP.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule for providing Professional Services in commissioning, implementation, operation and maintenance of the DMS put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and CBSE or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee issued by a nationalized bank in India, acceptable to CBSE, for a sum of Rs 100 lakhs for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of SIX MONTHS from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and CBSE.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to CBSE is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead CBSE as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date :

(Signature)
(Name)
(In the capacity of _____)
[Seal / Stamp of bidder]

Witness Signature:
Witness Name:
Witness Address:

CERTIFICATE by AUTHORISED SIGNATORIES

I,....., the Company Secretary of, certify that who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:
(Name)
(In the capacity of _____)
[Seal / Stamp of bidder]

2 Authority Letter on company letter head

This needs to be duly filled up and submitted along with the bid

Dated :

To
The Joint Secretary, (A&L)
Central Board of Secondary Education,
Shiksha Kendra,
2 Community Centre, Preet Vihar, Delhi – 110092

< Bidder's Name>, < Designation>, is hereby authorized to sign relevant documents on behalf of the Company in dealing with RFP of reference<RFP No. and Date>. He is also authorized to attend meetings and submit Technical and Commercial information as may be required by you in the course of processing above said RFP.

Thanking you,

Authorized Signatory (Name)

Name & Signature of Authorized Person

Company's Seal.

Particulars of the Bidder

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

A. General Profile of the Company (Companies in case of Consortium)

Name and Address of the Company With Telephone Nos., Fax, E-mail and Website	
Date of Incorporation	
Offices situated at different locations	
Address of Software Development facilities in India	
Address of Office	

Authorized Signatory

<Name>

Seal

B. Name and Details of the person to whom all references shall be made regarding the tender

Name:

Fax No.:

Mobile:

Place:

Date:

Company Seal

Telephone:

E-mail:

Signature:

C. Relevant Certificates

Sl. No.	Name of the certificate	Certified by	Date of certification	Certificate Valid upto date

The qualification criteria documents that shall be prepared shall be prepared in the following format.

1. Qualification criteria compliance sheet

The qualification criteria compliance sheet has to be prepared in the following format against the criteria mentioned earlier:

S. No	Criteria	Supporting document details and Page No.	Complied with (Yes / No)
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The compliance sheet above should be followed by the documentary proof for each of the criteria mentioned above. The documentary proof would have to be arranged in the same order as the criteria mentioned above.

2. Project details and methodology

1. The Bidder is required to submit the proposed technical solution in detail. Following should be captured in the explanation:
 - a. Understanding of the requirements
 - b. Clear description of the proposed solution
 - c. Project Management Methodology including Post Go Live Methodology
 - d. Risk Management Methodology proposed
 - e. Extent of compliance to technical requirements specified in the scope of work

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- f. Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients
 - g. Clear description of training methodology
2. The Bidder should provide detailed design of the system. Various other details need to cover following.
- a. Operations & Maintenance**
 - i. Help Desk Services and problem resolution
 - ii. System Maintenance & Management
 - iii. System / Database Administration
 - b. Bill of Materials (BOM) – quantity of detailed specifications of each of the items mentioned**
 - i. IT Hardware
 - ii. IT Software
3. Project Plan addressing the following subject:
- (a) Project Organization and Management Plan;
 - (b) DMS implementation plan
 - (c) Pre-commissioning, Operational and User Acceptance Testing Plan
 - (d) Delivery and Installation Plan
 - (e) Training Plan
 - (f) Risk Management Plan
 - (g) Change Management Plan
 - (h) Sustenance Plan
 - (i) Warranty Service Plan
 - (j) Task, Time, and Resource Schedules
 - (k) Technical Support Plan
 - (l) Quality Assurance and Control Process details which must include (but not limited to) detailing on Metrics, Reviews, Problem Reporting and Corrective action etc.
 - (m) Technical and Operational Process which must include (but not limited to) detailing on Methods, Tools, Techniques etc.

Note:

- a. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be serially numbered.**
- b. Inadequate information will lead to disqualification of the bid.**

D. Abbreviations

S. No.	Abbreviation	Expansion
1.	BOM	Bill of materials
2.	CBSE	Central Board of Secondary Education, Delhi
3.	NDA	Non Disclosure Agreement
4.	PBG	Performance Bank Guarantee
5.	RACI Matrix	Responsible, Approve, Consult, Inform Matrix
6.	RFP	Request for Proposal
7.	SAN	Storage Area Network
8.	SLA	Service Level Agreement