

# **REQUEST FOR PROPOSAL (RFP)**

**“Comprehensive Online (and offline)**

**Learning Management System**

**For**

**Continuous and Comprehensive Evaluation (CCE)”**

**CENTRAL BOARD OF SECONDARY EDUCATION**

**SHIKSHA SADAN, 17 ROUSE AVENUE**

**NEW DELHI-110002**

**[www.cbse.nic.in](http://www.cbse.nic.in)**

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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. 13,200 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 CCE IN CBSE**

The Board's policies are based on national policies of education and it has primarily adopted and adapted the National Curriculum Framework (NCF) 2005. The NCF 2005 operates on five guiding principles that envisage a learner centred curriculum, founded on the learner's ability to construct his or her own knowledge (constructivism) thus giving primacy to the learner. It advocates teaching to facilitate knowledge construction, diagnostic evaluation to remediation, refining and improving learning processes. As learner's readiness to take an examination has become paramount, thus, the examination reforms were a logical consequence. Assessment for learning was to be a major shift in the extant paradigms of examination oriented learning. A major step of reform in this direction was making the board examination in class X optional especially when the certificate is not very important for further continuance of studies. To realize the above objectives, the Board has strengthened several of its academic initiatives treading beyond its direct mandate as an examination body such as periodic guidelines and training programs to encourage innovation in teaching-learning methodologies; advocated joyous learning without burden in primary and upper primary; and implemented the process of CCE in primary encouraging for extension in upper primary. It had extended it to the secondary classes by including a component of internal assessment in the external examination of class X for the last decade and more.

Notwithstanding all these efforts to streamline pedagogic practices, the one- time board examination still reigned supreme and remained the focus of pedagogy instead of being learner centric. Hence, the MHRD/CABE endorsed the NCF recommendation of making board exam optional in class X as appropriate for implementation. This, inter alia, also

included making the evaluation more comprehensive and continuous to assess both scholastic and co scholastic abilities of the students i.e. Continuous and Comprehensive Evaluation (CCE). This further required empowerment of schools to decide the selection of appropriate evaluation tools for facilitating individualized instruction and enhancing the quality of learning in respect of each child placed in the custody of the teacher. The philosophy of CCE takes cognizance of two important factors, namely the various components of human growth and potential that govern the process of learning and continuous assessment of all these to facilitate perpetual refinement of construction of knowledge and enhancement of Life skills. In operational terms, it would mean designing effective evaluation tools that would serve for formative and summative stages of learning. The Board has taken various thoughtful initiatives to prepare a comprehensive road map to operationalize and implement the examination reforms of the government in a time bound and effective manner with public interest at focus. One such initiative is implementation of the scheme Continuous and Comprehensive Evaluation (CCE) in its strengthened form October 2009 in Class IX onwards. The objective of the Board in floating this RFP is to further strengthen the CCE framework. As the processes will be standardized a measure of uniformity in the implementation of CCE will be brought about. Another benefit will be to reduce the workload on teachers of CBSE schools. This software is intended to enable the schools affiliated with the Board with computer based learning tools, which the schools have been asking for.

## 2 SCOPE OF WORK

- A. **Objective:**To provide comprehensive Online (web based)&Offline (pen drive) modes of Learning Management System for CCE for both CBSE as well CBSE-i
- B. **Subjects :** English, Mathematics, Science, Social Science and Hindi
- C. **Standard :** ClassesIX – X initially followed with classesI- VIII
- D. **Course design :** Term wise
- E. **Assessment Areas :** Scholastic and Co –Scholastic
- F. **Assessment Types:** Formative and Summative Assessments. A question bank of about 10,000 questions for each of classes I to X.Auto generation of QP based on question bank.
  - a. *Formative Assessment:* Class & Home assignments,Fill in the blanks, MCQs,True& False, Assertion-Reason type questions, Quiz, Projects/Practicals,Suggested activities,Crossword puzzles,Life skills and Formative Teachers' manual.  
(Note: Should be in interactive & attempting mode)
  - b. *Summative Assessment:* Previous Years', NCERT Exemplar Problems, HOTS & Important Questions. Selection criteria: MCQs, Subjective, Chapterwise, Markwise&Yearwise.
- G. **Diagnostic Assessments:** AdaptiveAssessment,Proficiency Test,Problem Solving Assessment (PSA), CBSE-i Performance Analysis Test (PAT),My Paper, Practice Papers and Aptitude Test.
  - a. **Adaptive Assessment:** On the basis of Easy, Average and Difficulty level of Questions. If the student answers 80% of easy questions then s/he is taken to the average level, if the student answers 80% of average questions then s/he is taken to difficult level.
  - b. **Proficiency Test:** Based on CBSEProficiency Test/PSA/PATguidelines
  - c. **My Paper:** Ability to designschools own question paper based on CBSE design and structure by teachers.

- d. **Practice Papers:** Software will generate any number of practice papers on the basis of CBSE design. May be created by the student themselves.
- e. **Aptitude Test :** Based on CBSE SGAI guidelines
- f. **Online & Offline** Online FA & SA Tests all MCQ based. Offline can have all types of questions.
- g. Sample SA-2 Board Exam paper generation:  
(Note: Marks to be captured in Grade Book for online tests)
- H. Teachers Corner:** Detailed guidelines based on innovative pedagogies
- I. Feedback Corner:** Continuous online feedback mechanism
- J. Digital Content Design:**
  - a. Detailed e-content
  - b. Interactive 2D and 3D animations. About 3000 animations per class for classes IX and X. About 1500 per class for classes I – VIII. Average time of animation is 3 minutes however it can vary between 1 – 10 minutes.
  - c. Live lectures : 80 hours for classes IX and X. About 40 hours per class for classes VI – VIII.
  - d. Lab activities: 6 + hours for classes IX and X. About 3 hours per class for classes VI – VIII.(based on virtual labs and simulation)
  - e. The content should be continuously reviewed and revised/updated as required
- K. Part-II & III Co-Scholastic Areas/Activities:**
  - a. Activities to acquire skills related to:
    - i. Life Skills
    - ii. Work Education
    - iii. Visual & Performing Arts
    - iv. Attitudes & Values towards Teachers, School-mates, School programmes & Environment.
    - v. Value Systems based on Constitution of India
    - vi. Literary & Creative Skills (Literary clubs)
    - vii. Scientific Skills
    - viii. ICT Skills
    - ix. Organizational & Leadership Skills (Eco-clubs, Health and wellness clubs, Disaster management clubs, Integrity clubs, Heritage clubs)
    - x. Health & Physical Education

(Note: Marks to be captured in Grade Book for offline and online exams. The system should be able to export the Grade book for uploading on CBSE CCE grade system)
- L. Online payment:** The basic software and content will be free for all CBSE schools. For advanced content a fee may be charged from private schools. The advanced software and content will be made available for free to Government and Government aided schools affiliated to CBSE (As of 1/9/2012 there were 9776 private schools out of total 13296 schools, remaining were government schools). For private schools affiliated to CBSE a fee will be charged per school per year (for all classes I-X) for advanced content. An online fee payment module is required for this purpose. The existing payment gateways of CBSE will be used for this purpose. 10% of fees charged from private schools will be retained by CBSE.
- M. School Administrator Credentials:** Every school should be given credentials which have the rights to create/update/delete students.
- N. Academic Tools/Assistance:**
  - a. Grade book: For software assessments the system should be able to automatically enter data into the Grade Book

- b. CCE Grade book: Should be capable of both automatic and manual CCE data entry. It should be possible to edit. This should be exportable into the format required by CBSE CCE data collection system
- c. Syllabus Meter: Showing the % of content browsed by the child
- d. Calculator: Basic and scientific
- e. Convertor: Between different measures and scales
- f. Chapter wise summary
- g. Glossary ( Chapter wise/Term wise)
- h. Navigation ( Chapterwise/Term wise)
- i. Highlighter: To enable the individual student to highlight the text.
- j. Offline query: To service provider academic and technical teams
- k. Notes manager: To write notes
- l. Query session: With the vendors academic experts. The answers may be given within 72 hours or less
- m. Exam tips

**O. Mobile enabled:** The systems above need to be mobile enabled (at a minimum for Android mobile phones and other mobile operating systems if possible)

**P. Application hosting and Server management ( as per usage estimated )**

**Q. Support service for online portal ( online web assistance , telecom support )**

**R. The content needs to be continuously updated to keep pace with the change in syllabus, teaching methodology etc as prescribed by CBSE from time to time.**

**S. Non Functional Requirements**

**a. Security**

Security testing of all online systems/modules to be done using industry standard security testing software.

**b. Performance**

The system should be scalable to take care of the expected load. Performance testing should be carried out

### **3 QUALIFICATION CRITERIA**

- A. The organisation should have minimum 10 years' experience in Publishing and distribution of school level I– 12<sup>th</sup> (K-12) course content. Out of this prior experience of at least 1 year in online educational software development and management.
- B. Three work orders or completion certificates from clients for similar work.

#### **3.1 Financial Capability**

3.1.1 Organisations should have financial capacity to carry out the services provided as supported by their Balance Sheets, etc. The bidder's Average Annual Turnover during last three years should be Rs.50 crores and above. This turnover/income should be from the revenue of educational work (Publishing content and software development) and not from other associate activity of the bidder. (Attach documentary evidence such as Balance Sheet, list of clientsetc).

- 3.1.2 Organisations should be registered with appropriate statutory authorities as required under law. A copy of all such registrations such as PAN, Service Tax, etc. must be enclosed .
- 3.1.3 The bidder should have the server/s in India. It is acceptable to rent third party server/s however it should be based in India.
- 3.1.4 The bidder should have professional team to support the project and good knowledge of CBSE CCE module

#### 4 EVALUATION AND SELECTION CRITERIA

S. No	Eligibility Criteria	Details
1	Acceptance of terms and conditions of RFP	Annexure 1
2	Completion of bidders profile	Annexure 2
3	Completion of Authorisation letter	Annexure 3
4	Self Certification	Annexure 4
5	Declaration of Financial and administrative details	
6	The Bidder should have submitted Rs. 10,000/- towards the cost of the RFP document	
7	The Bidder should ensure registration with appropriate statutory authorities and should enclose copy a copy of their registration with Income Tax etc. as applicable.	
8	The Bidder should have furnished the Earnest Money Deposit (EMD)	
9	Details of similar completed works during last 3 years. Performance/Client Report of such work	
10	The Bidder should have submitted the proof of financial capability as required under 3.1.1 and 3.1.2	
11	The Bidder should have well qualified staff for providing the services required (documentary evidence is required)	
12	The Bidder should have submitted the entire site design and methodology for providing the services. The design and methodology will be the main focus in the evaluation of the technical bids.	
13	The bidder should be a <b>company/consortium</b> registered in India. The company/lead partner of consortium must be having its operation for more than 5 years (i.e. since 2007 and before) in India.	

**Selection criteria:**

S. No	CRITERIA	Marks
1	Proven In-house software development facility in highly secured environment.	10
2	Highly professional content and software development and testing teams .	10
3	Proposed solution and its presentation to the CBSE team	20
4	Financial capability	10
5	Details of similar work done or executed in past	15
6	Details of technical and academic manpower to be employed for this project : Name, Qualification ,total experience in education domain (not overall total experience)	15
7	Hardware in Infrastructural availability for this work	10
8	Experience in server management and managing Data center operations	10

- a) Evaluation of Technical Bid :The Technical Evaluation Committee will examine all of the technical pre-requisites for the conduct of the services. Each Bidder will be awarded a Technical Score (TS) out of 100 points by the Committee based on the parameter given in the table above. The bidders are required to submit documents to establish their capability.
- b) Evaluation of Financial Proposal :
- Financial Proposals of the bidders should be as per paragraph 5.12 of the RFP and will be awarded Commercial Scores (CS) out of a maximum of 100 points by the Committee.
- Financial Proposals of those bidders will be opened for those organisations who pass the Technical Score TS arrived at from the technical evaluation process described above.
- The CS 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 CS of 100 points. The CBSE would constitute a panel of agencies.
- The Bidders CS is normalized as follows:
- $$F_n = F_{min}/F_b * 100\% \text{ (rounded to 2 decimal places)}$$
- where
- $F_n$  is the normalized CS for the bidder under consideration;
- $F_b$  is the absolute financial quote 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 Evaluation and 30% weight for the Financial Evaluation.
- Method of calculating of the Final Score (FS)
- Final Score (FS) =  $TS * 0.7 + CS * 0.3$
- The bidder with the highest FS will be awarded the final contract.

## Implementation Schedule

- a. For classes IX and X the system should be operational by 30 March 2013
- b. For classes VI-VIII the system should be operational by 30 September 2013
- c. For classes I-V the system should be operational by 30 March 2014

**For a smooth roll out of the solution the successful bidder will meet with the CBSE to develop a common agenda for Implementation Schedule that will comprise a detailed plan showing deliverables and schedules through each phase of the project. 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.
  - a) Approach
  - b) Methodology
  - c) Work plan
  - d) Quality Management
- C. Complete project management methodology including the following :
  - a) Responsibilities of the Service provider
  - b) Project planning and execution
  - c) Project Monitoring and Control
  - d) Change Management

4.2 CBSE would inform all schools through circulars regarding the selection of agency/ies and the School and the agency/ies shall have to coordinate between them. The requisite fees etc. as decided by the CBSE shall be collected by the agencies from such schools on their own.

## 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.

5.1.1. 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 Pre qualification Bids of only those bidders who have submitted the RFP document fees and EMD will be opened. The Technical Bids of only the bidders short-listed from the Prequalification bids will be opened.

### **Schedule of Bidding Process**

The Board shall endeavour to adhere to the following schedule:

#### **Event Description Date**

1. Last date for receiving queries 29.11.2012
2. Board's response to queries latest by 30.11.2012
3. Pre-Bid meeting 04.12.2012 at 3:00 PM
4. Bid Due Date 14.12.2012 up to 2:00 PM
5. Opening of Bids 14.12.2012 at 2:30 PM
6. Validity of Bids 120 days of Bid Due Date

- Similarly, the Financial Bids of only the bidder's short- listed from the Technical bids will be opened.

- The bids will be opened on the scheduled date and time even in case of absence of the bidder. RFPs shall be submitted fully in accordance with the requirements of the General Terms and Conditions. Appropriate format prescribed with this document shall be used for filling quotations. Incomplete, illegible and unsealed RFPs will be rejected. Telegraphic RFPs will not be accepted and no correspondence will be made in this regard.

- All offers should be made in English. Conditional offers and offers qualified by vague and indefinite expressions such as "Subject to immediate acceptance" etc. will not be considered.

- The price and conditions of the offer should be valid for at least a period of 120 days from the date of RFP opening. RFP with validity of less than 120 days will be rejected.

- The bidder shall carefully examine the RFP documents and the technical specifications and fully acquaint themselves as to all the conditions and matters, which may in any way, affect the work or the cost thereof. Should a RFP find discrepancies in or omissions from the specifications or other documents, or should there be any doubt as to their meaning, he should at once notify CBSE, New Delhi and obtain clarification by e-mail ([navincbse@gmail.com](mailto:navincbse@gmail.com)). 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.

### **Sealing and Marking of Bids**

1. The Bidder shall submit the Bid in the format specified in the RFP and seal it in an envelope and mark the envelope as “ BIDDING FOR ONLINE AND OFFLINE MODES OF LEARNING MANAGEMENT SYSTEM”
2. The documents accompanying the Bid shall be placed in a separate envelope and marked as “Enclosures of the Bid”. The documents shall include:
  - a) Bid Security; b) Supporting documents; and
3. The Bidder shall submit the financial Bid in the format specified at para 5.12, and seal it in an envelope and mark the envelope as
3. “FINANCIAL BID FOR ONLINE AND OFFLINE MODES OF LEARNING MANAGEMENT SYSTEM”
4. The envelope specified in S.No.1 & 2 above (both placed in one envelope) and another envelope for S.No.3 shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification: “BID FOR ONLINE AND OFFLINE MODES OF LEARNING MANAGEMENT SYSTEM” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.
5. Each of the envelopes shall be addressed to so as to reach latest by 14.12.2012 up to 2:00 PM:

Mr NavinMaini  
Research Officer (Technology)  
Central Board of Secondary Education  
ShikshaSadan 17 Rouse Avenue Delhi 110002

- If the envelopes are not sealed and marked as instructed above, the Board assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

- While RFPs are under consideration, bidders and their representatives or other interested parties, are advised to refrain from contacting by any means bidders' personnel or representatives, on matters relating to the RFPs under study. CBSE, New Delhi if necessary will obtain clarification on RFPs by requesting such information from any or all the bidders

either in writing or through personal contact as may be necessary. The bidder will not be permitted to change the substance of his offer after the RFPs have been received in CBSE, New Delhi. Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present RFP and the bidder may be liable to be debarred from bidding for CBSE, New Delhi RFPs in future for a period of two years. CBSE, New Delhi reserves all rights to cancel the RFP without assigning any reason thereof.

- Govt. Levies like service tax shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Service Tax etc.
- The proposal should be submitted in English Language and prices quoted in INR.
- Bidder shall sign all pages of RFP.
- In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.
- Any attempt to influence 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.
- The bidder should have an office in the Delhi state/ NCR and at other places with offices across India manned with their own qualified professionals.

#### **Amendments to RFP**

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

#### **Pre Bid Conference**

- Pre-Bid conferences of the Bidders shall be convened at the designated date. The time and place shall be notified on the Board's website. A maximum of two representatives of each Bidder shall be allowed to participate in the conference.
- During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Board. The Board shall 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.

#### **5.2 COST OF BIDDING**

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

The RFP Document could be downloaded from Board's website ([cbseacademic.in](http://cbseacademic.in)) on payment of Rs. 10,000/- as the cost of the document, to be remitted, in the form of a Cash/DD in favour of Secretary, CBSE payable at Delhi.

### **5.3 PROPOSAL VALIDITY**

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

### **5.4 EMD**

The bidder shall furnish, as part of its general bid, an EMD of amount Rs 1, 00,000/- (Rupees One lakh only). The EMD shall be in the form of Demand Draft/Bank Guarantee from any Scheduled Commercial Bank located in India, drawn in favour of Secretary, CBSE, New Delhi, payable at Delhi and will not be liable for any interest. Any bid, not containing the EMD will be rejected as non-responsive. Unsuccessful bidder's EMD will be discharged / returned as promptly as possible without interest.

### **5.5 BID OPENING**

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

At the date, time and location of the bid opening as specified in the RFP, the Evaluation Committee(s) shall open the Proposals, in the presence of Bidders' designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. The Bidders' names, and any such other details as the Evaluation Committee(s) may consider appropriate, will be announced by the Evaluation Committee(s) at 17 the opening. The Evaluation Committee(s) reserves the right at any time to postpone or cancel a scheduled bid opening. The bids will be opened at the address specified in RFP.

### **5.6 LANGUAGE OF BID & CORRESPONDENCE**

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

### **5.7 BID CURRENCIES**

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

### **5.8 EVALUATION & SELECTION CRITERIA**

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

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

All bidders who meet pre-qualification criteria may be asked to develop and present Prototype for some School functions.

### **5.9 DISQUALIFICATION OR REJECTION OF RFP**

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

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

### **5.10 FORFEITURE OF EMD (BID SECURITY)**

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

- 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 the case of a 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, New Delhi. The decision of Chairman CBSE, regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances.

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

#### 5.11 COMPENSATION FOR TERMINATION OF CONTRACT

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

#### 5.12 FINANCIAL BID

The contract will be for a period of three years.

( Indian Rupee only)

S.no	Price component	Type of cost	Amount in figures	Amount in words
<b>Online model</b>				
1	Paid annual subscription for private schools for classes VI-X (Free for Government & Government aided schools)	Annual.		
<b>Offline model</b>				
1	Design, Development , secure and hardware packing plus delivery validity 1 year	Per pen drive per schoolper annum		
	NB : All cost is excluding taxes and duties . Rates mention above does not include any hidden cost. The system will be based on a Build Own Operate (BOO) model			

Date :

(Signature of the Bidder)

#### 6 AWARD OF WORK

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

- Notwithstanding anything else contained to contrary in this RFP Document, Chairman, CBSE reserves the right to accept or reject any Bid or to annul the bidding process fully or

partially, or 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, **Research Officer (Technology)**, CBSE will notify the successful Bidder in writing by speed post or Fax or email that its Bid has been accepted. The liability of the bidder to perform the services will commence from the date of notification of Award. The Completion Period shall be counted from the date of 'Notification of Award of Work'.

### **6.2 SIGNING OF CONTRACT**

Within 10 (Ten) days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the CBSE. Any incidental expenses on execution of agreement shall be borne by the successful Bidder. A Service Level Agreement (SLA) will be signed with the bidder at the time of awarding the contract. The SLA will cover the response time for various technical and non-technical issues. In case of updating/modification/deletion of content based on CBSE experts/students/teachers feedback time lines need to be specified for updating/modification/deletion of content.

### **6.3 CORRUPT OR FRAUDULENT PRACTICES OR CONFLICT OF INTEREST**

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

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Board who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Award of Work or has dealt with matters concerning the Service Level Agreement or arising 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.

#### **6.4 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: o If the bidder fails to deliver or complete the job assigned in the terms and conditions within the time period (s) specified in the RFP Document.
- If the bidder fails to perform any other obligations under the terms and conditions.

#### **6.5 PROGRESS OF THE PROJECT**

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

#### **6.6 CONFIDENTIALITY**

- Any information pertaining to the CBSE or any other agency involved in the project, matters concerning CBSE that comes to the knowledge of the bidder in connection with this contract, will be deemed to be confidential and the contractor will be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to observe the same. The bidder shall ensure due secrecy of

information and data not intended for public distribution. The affidavit to this effect should be submitted along with security deposit.

#### **6.7 FORCE MAJEURE**

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

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

#### **6.8 ARBITRATION**

• All disputes, differences, claims and demands arising under the contract shall be referred to the **Chairman**, CBSE, New Delhi for final decision and the same shall be binding on all parties.

• Any other terms and conditions mutually agreed prior to finalization of the order / agreement shall be binding on the bidder.

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

#### **6.9 LEGAL JURISDICTION**

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

#### **6.10 COMPLETENESS OF RFP OFFER**

• The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the RFP Documents. Failure to furnish all information required by the RFP documents or submission of a RFP offer not substantially responsive in every respect to the RFP documents will be at the Bidder 's risk and may result in rejection of its RFP offer. The

RFP offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the RFP document is not given therein, or if particulars asked for in the Forms / Performa in the RFP are not fully furnished.

#### **6.11 SOFTWARE OWNERSHIP**

- The system will be created in a Build, Own, Operate model
- The CBSE logo can not be used by the vendor for any purposes except with the permission of the CBSE.
- Content can be sourced from any third party also, with permission of the third party.
- 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

#### **6.12 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 3<sup>rd</sup> party, and the vendor is using it with the consent of the 3<sup>rd</sup> party, then the IPR will continue with the 3<sup>rd</sup> party and be used with permission.

#### **6.12 PERFORMANCE GUARANTEE**

The winning bidder will have to give a performance guarantee in the form of a bank guarantee of Rupees Twenty Lakh only for the duration of the contract.

**PERFORMA AND ANNEXURES**

**ANNEXURE-1**

**ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE RFP DOCUMENTS**

To

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

Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document regarding ONLINE & OFFLINE MODES OF LEARNING MANAGEMENT SYSTEM.

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

Signature of witness

Signature of the bidder

Date:

Date:

Place:

Place:

Company Seal

**DETAILS OF THE ORGANISATION**

a) Name of the Firms/Institutions/Agencies/Trust/Consortium:

b) Registered Address:

c) Year of Establishment:

d) Details of Registration / Incorporation

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

Sl. No.	Specialty / Skill-set	No. of People	Average length of service with the Organization
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f) List of Project Handled:

- 1.
- 2.
- 3.
- 4.

PLACE :

DATE :

**SIGNATURE OF AUTHORISED PERSON WITH SEAL**

**REPRESENTATIVE AUTHORIZATION LETTER**

Date : \_\_\_\_\_

Ref : \_\_\_\_\_

**To**

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

Ms. /Mr. \_\_\_\_\_ is hereby authorised to sign relevant documents on behalf of the agency for the RFP on Online & offline modes of LMS. She/He is authorized to attend meetings & submit technical & financial information as may be required by you in the course of processing above said RFP.

Thanking you,

Authorised Signatory

Representative Signature

Company Seal

**SELF-DECLARATION**

Date : \_\_\_\_\_

Ref : \_\_\_\_\_

To

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

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

Signature of witness

Date:

Place:

Signature of the bidder

Date:

Place:

Company Seal

**DECLARATION OF FINANCIAL & ADMINISTRATIVE DETAILS**

Company Name & Address

Name :

Address :

City :

District :

State :

Pin :

Telephone :

Cell :

Fax :

E-mail :

**Copies of Audited Balance sheets for the last 3 financial year are attached**

**Copies of experience and client's report in the similar work as desired in the RFP document-**

Signature of witness

Signature of the bidder

Date:

Date:

Place:

Place:

Company Seal