

**Central Board of Secondary Education
17 Rouse Avenue, New Delhi 110002**

APPOINTMENT OF MEDIA/ PR AGENCY

The Central Board of Secondary Education invites sealed technical and financial bids from eligible and experienced firms for following work as under:-

S. No.	Work	Processing Fee (non refundable)/ EMD (refundable) INR	Last date for submission of Tender	Date of Opening of Tender
1.	Appointment of Media and PR Agency	Processing Fee 5,000/- EMD 50,000/-	18.07.2012 up to 2.00 pm	18.07.2012 at 3.00 pm

Details, terms and conditions for the above work can be downloaded from website: www.cbseacademic.in

Deputy Secretary (A&F)

**Central Board of Secondary Education
17 Rouse Avenue New Delhi 110002**

Request for Proposal

for

Selection of Media/ PR agency

To

Devise & Implement the Communication/Media

Strategy

For

Advocacy

INDEX

SL. NO.	ITEMS	Page No.
1.	Section – I Invitation for Proposal (Technical & Financial bids)	4-5
2.	Section - II Terms of Reference (TOR)	6-7
3.	Section - III Bidding and Evaluation Procedure	8-14
4.	Section -IV General Conditions of contract	15-18
5.	Section – V Bid Submission Forms	19-20
6.	Form F-1	21
7.	Form F-2	22
8.	Form F-3	23
9.	Form F-4	24
10.	Form F-5	25
11.	Form 6	26-27

SECTION – I
INVITATION FOR PROPOSAL (TECHNICAL & FINANCIAL BIDS)

- 1.1** The Central Board of Secondary Education (CBSE) ("**Board**") an autonomous organization under Ministry of Human Resource Development, Govt. of India was established in 1929 to achieve certain interlinked objectives:
To prescribe conditions of examinations and conduct public examination at the end of Class X and XII.
1. To grant qualifying certificates to successful candidates of the affiliated schools.
 2. To fulfill the educational requirements of those students whose parents were employed in transferable jobs.
 3. To prescribe and update the course of instructions of examination.
 4. To affiliate institutions for the purpose of examination and raise the academic standards of the country.

The prime focus of the Board is on

- Innovations in teaching-learning methodologies by devising students friendly and student centered paradigms.
- Reforms in examinations and evaluation practices.
- Skill learning by adding job-oriented and job-linked inputs.
- Regularly updating the pedagogical skills of the teachers and administrators by conducting in service training programmes, workshops etc.

- 1.2** The Continuous and Comprehensive Evaluation (CCE) has been strengthened by the Board from its initial form as a part of ongoing examination reforms vide circular dated 20th September 2009. The CCE follows the understanding that the larger context of education is to prepare futuristic citizens for a meaningful and productive life in a globalised society. There is a dire need to strengthen the education system even more so in a pluralistic society. Evaluation is an indispensable part of the educational process as some form of assessment is necessary to determine the effectiveness of teaching learning processes and their assimilation by learners. This called for a functional and reliable system of **School-Based Evaluation (SBA)**.

The Board believes in the holistic assessment of a learner which also includes co-scholastic areas of life skills, attitudes and values, sports and games as well as co-curricular activities. The CCE scheme aims at addressing this in a holistic manner. A number of National Committees and Commissions in the past have consistently made recommendations regarding reducing emphasis on external examination.

- 1.3** Following the implementation of SBA, the Board has put into place mechanisms for ensuring that good practices in assessment are a part of every school affiliated to it. Some of these mechanisms are:
- 1.3.1 Creation of Mentors, who are Principals and act as Peer Assessors to guide, collaborate and handhold a cluster of schools located near them under the Mentoring and Monitoring Scheme.
 - 1.3.2 Capacity building of teachers by empanelling agencies who will conduct training of teachers on pre determined standards and through a standardized CBSE Training Manual.
 - 1.3.3 Leadership building programmes for Principals through empanelled agencies.
 - 1.3.4 Orienting Heads and teachers in Formative Assessment through Master Trainers in a cascade model.
 - 1.3.5 Accreditation of schools for School Accreditation and Quality Assurance (SQAA) and School Improvement recommended by agencies empanelled with the Board.
 - 1.3.6 Strengthening of Sahodaya network to collaborate with Schools and Conduct of Annual Conferences through the Sahodaya network of Schools.
 - 1.3.7 Induction programmes for newly affiliated school principals.

- 1.3.8 Strengthening Life Skills Program by orienting Counsellors, Teachers and Peer Educators.
- 1.3.9 Conduct of Assessments such as Problem Solving Assessment through the Center for Assessment Evaluation and Research set up in the PPP mode by CBSE.
- 1.3.10 Conduct of other Assessments such as Proficiency Test, SGAI, Value based Assessment and Central Teacher Eligibility Test.
- 1.3.11 Conduct of Awareness and Sensitization programmes on Heritage Education, Life Skills, Health and Wellness, Road Safety, Sanitation, Environment Education and Physical Education (PEC).
- 1.3.12 Raising Awareness regarding Right of Children to Free and Compulsory Education (RTE) Act, 2009.
- 1.3.13 Parent Advocacy through cadre of Parent Advocates.
- 1.3.14 Raising Awareness regarding CBSE-i, a pilot project of the Board.
- 1.3.15 School Based activities through Health and Wellness Clubs, Integrity Clubs, Eco-Clubs, Literary Clubs etc.

1.4 In pursuance of the above, the Board wishes to tap and utilize the buoyant force of media to disseminate these advocacies to the remote areas of the country so as to develop a sense of belongingness and contribution for the benefit of the children of the country. The Board, therefore, invites proposals from interested reputed Media/ PR Agencies for dissemination of positive news/information in the national and regional media to promote CCE and the other initiatives for reaching out to masses. The Agencies are invited to submit their proposals containing technical and financial bids (in separate sealed covers).

1.5 The Request for Proposal (RFP) includes the following documents:

- Statement of key parameters related to RFP
- Terms of Reference
- Bidding and evaluation procedure
- General Conditions of Contract
- Bid Submission Forms

1.6 **Presentation:** Bidders may be requested to give detailed presentation to the CBSE on the strategy for communication on various initiatives undertaken by CBSE to promote education amongst one and all. A comprehensive proposal for delivery of services is to be provided including an action plan to implement the proposed set of activities.

1.7 The bidders are requested to submit the Technical & Financial bids (in separate envelopes), in complete shape at the following address **on or before 18th July 2012 upto 2:00 p.m.** The bids are to be submitted to:

Deputy Secretary (A&F)
Central Board of Secondary Education
17 Rouse Avenue
Delhi- 110002

1.8 **Important Note:** Regular updates and complete information on RFP process may be seen at www.cbseacademic.in

SECTION II TERMS OF REFERENCE

2.1 TERMS OF REFERENCE (TOR)

2.1.1 Background:

As part of this innovative drive, the Central Board of Secondary Education (CBSE) aims to create well informed principals, teachers and parents who are willing to implement the reforms of school based evaluation with a focus on Continuous and Comprehensive Evaluation, with a clear understanding of its benefits. Therefore a mass level communication is required to position CCE and other Advocacy programmes to spread awareness on the CBSE's initiatives on exam reforms.

2.1.2 Aim:

In its endeavour to reform the examination system in India, CBSE has felt that there is a dire need for involving all the stakeholders in child education for a joint effort to implement the change. The system has to be reformed in an unanimous manner acceptable to each stakeholder segment.

The efforts and interventions of CBSE need to be articulated to various stakeholders like media, parents, teachers, students and civil society, effectively and efficiently. Therefore there is a need to engage a communication agency to implement the activities supporting the media strategy.

2.2 DELIVERABLES

A Media/PR strategy is important to regularly conveying information to stakeholders and creates awareness, through direct and indirect engagement. Mass media channels, such as newspapers, magazines, radio or television, are used to communicate information to large groups/ stakeholders. In order to facilitate the implementation of the Communication/ Media Strategy and activities, an agency is to be appointed, which will be undertaking PR and Event management.

The Agency will have the following range of deliverables to cover all the areas mentioned under Para 3 of Section I of the RFP:

2.2.1 Facilitating Media Workshops for sensitization of media on CCE

The Media workshop with a focus on evaluation techniques and issues will enable linking up of media to experts and various success stories across geographies. The workshop participants will not only include education journalists but will cut across and include political and health journalists as well so as to provide them with greater exposure. The information documents prepared will be used as resource materials to facilitate organizing the Media workshops. Not limiting itself to the news section, the media workshops will also reach out to the non-news sections of the media like Radio Jockeys/ anchors.

The Agency will leverage and follow-up with participating media persons to facilitate coverage of pertinent issues. This may be done at least once a month.

2.2.2 Ensure adequate coverage of issues in the Print and electronic media

The Agency in consultation with CBSE on important issues concerning examination and evaluation will provide ready information to the media houses and follow up with additional support and information as required.

The agency will ensure covering 8 national press and regional press coverage every month as per the break up given below:

Print Media – 18 – 20 per month

Business Dailies – 3-4 per month

Mainline Dailies	–	5-6 per month
Regional Media	–	5 per month
Vernacular Media	–	5 per month

Electronic Media – 5-6 per month (Channels priority to be decided based on recent TRP ratings)

2-3 stories per month on National news channels

3-4 stories per month on Regional news channels

Special panel discussion in Doordarshan based on CBSE programme and initiatives.

Online Media – 8-10 stories per month

Regular updation of CBSE programmes and initiatives in social media

8-10 stories per month in online news portals and education websites.

2.2.3 Build up and Update the events calendar on regular basis

An event's calendar will enable putting together all the events being organized around stakeholders and students' involvement at the local and the national levels. This holistic calendar will allow for various events of CBSE and its partner organizations, related to examination and evaluation system to be disseminated widely in the media for creating awareness.

In order to facilitate the development of the Events Calendar, the Agency will build up and regularly update the Event's registry hosted on the CBSE website to allow organizations to submit the events for their organization.

2.2.4 Coordinate with Prasar Bharati to ensure appropriate campaigns/ programs, (such as films/documentaries, audio spots, video spots) are broadcasted appropriately

The radio is the most cost effective medium for reaching out to vast, widely dispersed cross section of people with information and message on issues relating to education. Besides general public, the specific target groups of the radio programmes are students, parents and teachers altogether. Through these focused messages, information on important issues and initiatives of CBSE can be communicated to stakeholders facilitating participation by cross section of people. It is therefore, proposed that the agency will facilitate the production and broadcast of such radio programmes in 2012-13 in consultation with CBSE. The radio programmes shall be aired on Prasar Bharti as well as FM radios.

The Press release to be updated on the Board's website (www.cbseacademic.in) regularly and links of the e-version of the newspaper to be provided on the website.

**SECTION III
BIDDING AND EVALUATION PROCEDURE**

3. Evaluation of Proposals

3.1 Two Part Proposal

Sealed proposals are invited in two-parts. Part-I will be technical and Part –II will be financial.

3.2 Evaluation Procedure

3.2.1 Proposal submission: Offers should be made in two parts namely, "*Technical Proposal*" and "*Financial proposal*" in the given format. Each offer should be sealed and placed in a separate envelope super-scribed "Technical proposal" and "Financial proposal", as the case may be. The bidder should put these two sealed envelopes in one envelope with covering letter of the firm on its letter head and address it to:

**The Deputy Secretary (A&F)
Central Board of Secondary Education
17 Rouse Avenue
Delhi- 110002.**

The Envelopes should reach **on or before 18th July, 2012 up to 2 pm**, super-scribing **Selection of Media/PR agency**. The envelopes not sealed and marked as instructed may be treated as disqualified. Name of the bidder and contact details/address should also be written on the envelopes.

3.2.2 The Technical proposal will be opened at 03.00 pm on 18th July, 2012 at CBSE Conference Hall, I Floor, Shiksha Sadan, 17 Rouse Avenue Delhi in the presence of bidders/authorized representative of bidders, who wish to be present. The date and time of opening financial bids will be intimated to technically eligible agencies later by the Board.

3.2.3 Late proposal: Any bid received after the deadline for submission of bids shall not be accepted and returned unopened to the bidder.

3.2.4 The Board will not owe any liability for any delay / non-dropping of the tender document into the tender box.

3.3 Technical proposal:

3.3.1 In order to make it easier, consistent and ensure that each bid receives full consideration, the following format should be followed while preparing the technical bid document.

- I. Title page with a title of the bid, bidder's name and address, contact person and contact details such as: telephone (mobile as well as landline), fax no. and e-mail details (**Form F-1**),
An introductory letter addressed to the Deputy Secretary (A&F), Central Board of Secondary Education, 17 Rouse Avenue, New Delhi- 110002, identifying full details of the bidder and signed by the bidder or the person or persons authorized to sign the bid on behalf of the bidder and the statements made in the bid document,
- II. Table of contents including page numbers,
- III. Summary of the key features and highlights of the bid,
- IV. Summary of experience (**Form F-2**)
- V. Composition of the proposed professional team (**Form F- 3**)

VI. Financial bid in (Form F- 4)

** Wherever a specific format is prescribed in the bid document, the bidder shall use the format to provide relevant information. If the format does not provide sufficient space for any required information, space at the end of the form or additional sheets shall be used to convey the said information and be indicated specifically.

3.4 Bid evaluation

3.4.1 Opening of bids

Bids will be opened by the Consultancy Evaluation Committee (CEC) constituted by the Board in the presence of bidder's representatives, who choose to attend. The bidder's representatives who are present shall sign a register evidencing their attendance. No bid shall be rejected at bid opening, except for late bids or those without EMD or processing fee.

3.4.2 Preliminary examination of bids

Preliminary scrutiny will be made to determine whether the bid is complete, as per the procedure outlined in this RFP, whether the documents have been properly signed, and whether the bids are generally in order. The **technical pre requisite** for reaching the stage of presentation are –

- a) The firm/company must be registered in India with office in Delhi and engaged in PR/Media related activities with atleast three years of relevant experience. (evidence in form of work order etc)
- b) The firm/company must have annual turnover of Rs 2 crores or more during the last three financial years from PR related activities. (evidence in form of Balance Sheet certified by Chartered Accountant etc).
- c) The firm/company must have experience of working with Central/ State Govt/ Universities/ Education Boards.
- d) Preference will be given to agencies already accredited/working with the Ministries/Departments of the Govt. of India.

3.4.3 Presentation by the bidders

The bidders shall make a presentation of their technical bids and other parameters. Date, Time & Venue will be communicated separately.

3.4.4 Technical evaluation criteria

The CEC will evaluate the technical bids on a set number of criteria which will carry marks. The criteria will be as follows.

S.No.	Item for Evaluation		Marks
1	Relevant Experience of the firm/agency		20
	a) With Central/State Govt./Universities/Education Boards	10	
	b) Handling International Media related events in India	10	

2	Prior Experience of the firm/agency with reference to Single/One Client		40
	a) Facilitating Media Workshops for sensitization	10	
	b) Coverage of issues in	10	
	i) Print Media-no.s per month & name of dailies/media		
	ii) Electronic Media-no.s per month and name of the channels		
	c) Dissemination of events through media such as calendar etc	10	
	d) Appropriate Campaigns/programmes using radio incl. Prasar Bharti/FM Channels.	10	
3	Methodology, Work Plan and Innovative capability delivery execution (through evidence and presentation)		20
4	Atleast Five key professionals/personnel for this assignment (as per F3)		20
	Total		100

The bidders who secure a minimum of 70 marks will qualify technically and will be considered as eligible for the financial bid process, for which the decision of CBSE will be final.

3.5 Financial Bid:

3.5.1 Preparation of Financial Proposal

- a) The budget should be all encompassing on turn key basis.
- b) The financial proposal must take into account all the tax liabilities such as service tax, income tax, cost of insurance etc. However, these liabilities may be indicated separately in the proposal.
- c) The financial proposal should be prepared using, but not limited to, the formats given at Form F-4.

3.5.2 The proposals will be evaluated under Combined Quality cum Cost Based System (**CQCCBS**). Under CQCCBS system, the technical proposal will be allotted the weightage of 70% while the financial proposal will be allotted weightage of 30%. The proposal with the lowest cost will be given a financial score of 100 and other proposals will be given financial scores that are inversely proportional to their prices. The total score, both technical and financial shall be obtained by weighing the quality and cost scores and adding them up.

The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked H1, followed

by H2, H3, etc. The proposal ranked H1 will be invited for negotiations (if required) and shall be recommended for award of contract.

3.6 Bid prices

- a. The bidder is responsible for all taxes, duties etc.
- b. Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by CBSE and will not in any way limit the CBSE's right to contract on any of the terms offered.
- c. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and shall not be subject to variation. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

Period of Contract = one year

3.7 Pre-bid Meeting

All the prospective bidders can participate in the pre-bid meeting to seek clarifications on the bid, if any. Pre-bid meeting will be held on 03.07.2012 at 4 p.m.

Venue: Central Board of Secondary Education,
Shiksha Sadan, 17 Rouse Avenue
New Delhi- 110002.

3.8 Standard procedure for opening and evaluation of bids

3.8.1 Outline of bid opening procedure:

Bidders should offer prices for all the items/services to be provided.

3.8.2 The bid opening and evaluation process will be sequential in nature. It means that bidder must qualify in technical stage to make him eligible for evaluation in the financial bid. Immediately after the closing date and time, the technical bids will be opened by the CEC for further evaluation. The Financial Bid of the bidders who do not qualify in the technical evaluation will be returned to them. Thereafter, the financial bids of only those bidders will be opened who qualify in technical evaluation.

3.8.3 All participating bidders may depute a representative with an authority letter to witness these processes.

3.9 Clarification of bidding documents

A prospective bidder requiring any clarification of the bidding documents may notify contact by fax 011- 23234324 or email at sadhanap.cbse@nic.in or on telephone no. 011-23212603/011-23230565. The replies will be given in the pre-bid meeting.

3.10 Amendment of bidding documents

3.10.1 At any time prior to the deadline for submission of bids, CBSE may modify the bidding documents by amendment and post it on the Board's website www.cbseacademic.in.

3.10.2 In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, CBSE, at its discretion, may extend the deadline for the submission of bids.

3.11 Cost of bidding

3.11 .1 The cost of preparing the bid documents, attendance at any pre-selection meetings, or oral presentations shall be borne

by the bidder. CBSE will in no case be responsible for these costs, regardless of the conduct or cancellation or outcome of the bidding process or outcome of the solicitation / selection process. Proposals must offer services for the total requirement. Proposals offering only part of the services will be rejected. The bidder is required to enclose processing fee (non-refundable) of **Rs 5,000/- in form of demand draft drawn in favour of Secretary, CBSE payable at Delhi.**

3.11.2 Bidder is expected to examine all instructions, forms, terms and specifications in bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

3.12 Validity of bids

All bids shall remain valid and open for acceptance for a period of 180 calendar days after the last date specified for receipt of bids. In exceptional circumstances, CBSE may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. However, a bidder granting the request will not be permitted to modify its bid. The decision taken by CBSE in the matter shall be final.

3.13 Ownership of bids

All documents, including bids, submitted to the CBSE become the property of the CBSE.

3.14 Acceptance of bids

This RFP should not be construed as an agreement to assigning the job of MEDIA AGENCY. CBSE is not bound to enter into a contract with the bidder who submits the lowest priced/financial bid. Bids will only be assessed in terms of the evaluation criteria mentioned above.

3.15 Modification and withdrawal of bids

- i. The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the CBSE prior to the deadline prescribed for submission of bids.
- ii. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid.
- iii. No bid can be modified subsequent to the deadline for submission of bids.
- iv. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

3.16 Contacting Central Board of Secondary Education (CBSE)

3.16.1 Any effort by a bidder to influence CBSE officer(s) in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the CBSE, it should do so in writing only.

3.16.2 CBSE reserves the right to annul the entire bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

3.17 Notification of Award

Prior to expiry of the period of bid validity, CBSE will notify the successful bidder in writing, that its bid has been accepted.

3.18 Bid Security

The bidders will be required to submit a bid security (Earnest Money Deposit) of Rs 50,000/- (Rupees Fifty Thousand) in the form of a Demand Draft or Bank Guarantee from a scheduled commercial bank in favour of 'Secretary, Central Board of Secondary Education' Delhi along with the bid. The bid security of those parties who are not found to be qualified by the CBSE will be released after the opening of the financial bids without interest.

3.19 Payment terms

Standard payment terms as applicable in the CBSE.

3.20 Signing of Contract

At the same time as the CBSE notifies the successful bidder that its bid has been accepted, the CBSE would send the bidder the Contract Form, incorporating all agreements between the parties. On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the CBSE.

3.21 Corrupt, fraudulent and unethical practices

CBSE will reject a proposal for award and also may debar the bidder for future tenders in CBSE, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract. The bid security will also be forfeited. Further, for the successful bidder, in case the bidder doesn't fulfill the terms & conditions of the contract and the scope of work, the Performance security will be forfeited.

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract evaluation, finalization and/or execution,

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the CBSE and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the CBSE of the benefits of free and open competition,

"Unethical practice" means any activity on the part of bidder by which bidder tries to circumvent tender process in any manner. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods/services etc. after opening of first bid will be treated as unethical practice.

3.22 Performance security

A Performance Security in the form of Bank Guarantee from a scheduled commercial bank to the tune of 5% of the value of the contract will have to be submitted by the successful bidder. This Performance Security will remain valid for a period of 60 days beyond the date of completion of all contractual obligations. Bid Security (without interest) will be refunded to the successful bidder on receipt of Performance Security.

3.23 General / miscellaneous:

3.23.1 The prospective bidder should notify CBSE of any error or discrepancy found in this RFP document. A prospective bidder, by responding to CBSE, will be deemed to have accepted the terms and instructions and disclaimer.

3.23.2 CBSE may, in its absolute discretion, seek additional information or material from any bidder after the RFP closes and

all such information and material provided must be taken to form part of the bidder's response.

3.23.3 Bidders should provide details of their contact person, telephone, fax, email and full address etc. to ensure that replies to RFP could be conveyed promptly.

3.23.4 No binding relationship will exist between any of the bidders and the CBSE until execution of a contractual agreement.

3.23.5 Subject to any law to the contrary, and to the maximum extent permitted by law, CBSE, its officers, employees and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence omission, default, lack of care or misrepresentation on the part of CBSE or any of its officers, employees or advisers.

SECTION IV GENERAL CONDITIONS OF CONTRACT (GCC)

4.1 Definitions

In this contract, the following terms shall be interpreted as indicated. Terms defined in general instructions to bidders section shall have the same meaning.

- 4.1.1 Bidder** means any company/firm offering the facility, service(s) and/or materials required in the RFP. The word bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom the Central Board of Secondary Education signs the agreement for rendering of services.
- 4.1.2 Financial bid** means that part of the offer that provides price schedule and total costs which will include cost of consumables.
- 4.1.3 Firm/Company** means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
- 4.1.4 Technical bid** means that part of the offer that provides information to facilitate assessment by CBSE, professional, technical and quality standing of the bidder and the facilities offered by him and their conformity to requirements.
- 4.1.5 Contractor** means successful bidder with whom CBSE enters into an Agreement or Contract for providing conference facilities and other services.
- 4.1.6 Two part bid** means the technical and financial bids, each put in a separate cover and their evaluation is sequential and in that order.
- 4.1.7 "CBSE"** means Central Board for Secondary Education.
- 4.1.8 "Contract"** means the agreement entered into between the CBSE and the bidder, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 4.1.9 "Contract price"** means the price payable to the bidder under the contract for the full and proper performance of its contractual obligations;
- 4.1.10 "Incidental services"** means services which are ancillary to the supply of the goods and services and other obligations of the bidder covered under the contract;

4.2 Application

These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

4.3 Use of documents and information

- 4.3.1** The bidder shall not, without prior written consent from CBSE, disclose/share/use the bid document, contract, or any provision thereof, or any information furnished by or on behalf of the CBSE in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence keeping in mind the security protocol and shall extend only as far as may be necessary for purposes of such performance.
- 4.3.2** The Bidder shall not, without prior written consent of CBSE, make use of any document or information made available for the project, except for purposes of performing the Contract.
- 4.3.3** All project related documents (including this bid document) issued by CBSE, other than the contract itself, shall

remain the property of the CBSE and shall be returned (in all copies) to the CBSE on completion of the bidder's performance under the contract if so required by the CBSE.

4.4 Prices

Prices shall be quoted in Indian rupees. Prices charged by the bidder for the services performed under the contract shall not vary from the prices quoted by the bidder in its bid, with the exception of any price adjustments authorized in special conditions of contract or in the request for bid validity extension, as the case may be.

4.5 Changes in the Service

4.5.1 CBSE may, at any time, by written order given to the bidder, make changes in the services to be specified in the agreement as per requirement.

4.5.2 If any such change causes an increase or decrease in the cost of, or the time required for, the bidder's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within fifteen (15) days from the date of the bidder's receipt of the change contract.

4.5.3 CBSE reserves the right to place order with the Agency for all or some of the activities enlisted in the RFP and the payment will be made as per the work entrusted to the Agency.

4.6 Contract Amendment

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

4.7 Termination of the Contract for default

The CBSE may terminate the Contract forthwith by giving a 30 days notice in writing to the Contractor, if the latter

- a) Commits a breach of the contract agreement which in the case of a breach capable of remedy shall not have been remedied within 10 days of the receipt of the notice from the CBSE identifying the breach and requiring its remedy;
- b) Commits a series of persistent breaches, however minor, whether remedied or not;
- c) In the opinion of the CBSE, fails to provide the services of the standard, the Board might reasonably expect, whether in terms of quality, availability and timelines or otherwise;
- d) Fails to perform or observe the terms and conditions of this RFP;
- e) Goes into liquidation or a receiver is appointed or in the case of an individual becoming bankrupt and is unable to pay its debts or enters into compulsory or voluntary liquidation (*other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Agreement*) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the CBSE means that the Contractor may be unable to pay its debts.

4.8 Termination of Contract for convenience

The CBSE may at any time terminate the Contract with or without reason on giving the Bidder 10 (ten) day's written notice. The notice of termination shall specify that the termination is for the CBSE convenience, the extent to which performance of the Bidder under the contract is terminated and the date upon which such termination becomes effective.

In such case, the bidder would be eligible for

- (a) Payments under payment provisions of the Contract Agreement for those services rendered before the effective date of termination; and
- (b) Any reasonable costs incurred by the Contractor and directly attributable to the termination of the Contract Agreement, subject to the relevant clauses pertaining to the payment and the other Terms of Reference of assignment. The decision of the CBSE in this regard shall be final and binding on the Bidder.

4.9 Resolution of Disputes

- i. The CBSE and the Bidder shall make every effort to resolve amicably by direct informal discussion/ negotiation any disagreement or dispute arising out of or in connection with the Contract or related thereto, whether directly or indirectly or the breach, termination, enforcement, interpretation or validity thereof, including the determination of scope or applicability the Contract.
- ii. A dispute within the meaning of this clause exists once one Party notifies the other in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause.
- iii. Within 10 (ten) working days following such notification, the Parties shall seek an amicable resolution to such dispute by referring such dispute to designated representatives of each of the parties for their negotiation and resolution of the dispute. The representatives shall be authorized to resolve the dispute.
- iv. In the event of the negotiation between the designated representatives not resulting in an agreement or resolution of the dispute within 10 (ten) working days thereafter, the Parties must refer the dispute for resolution to the Chairman, CBSE by way of mediation.
- v. The periods of negotiation or discussion may be shortened or lengthened by written agreement between the parties.
- vi. The decision given by the Chairman, CBSE shall be final and binding on both Parties.
- vii. The Contract shall be interpreted in accordance with the laws of the Union of India and the Parties agree to submit to the Courts of Delhi/ New Delhi.
- viii. This clause would be a separate, divisible agreement from the rest of the Contract and shall remain in effect even if the Contract terminates, is nullified or cancelled for whatever reason of cause.
- ix. CBSE reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RFP.

4.10 Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in same language.

4.11 Governing law and jurisdiction

The validity construction and performance of the Contract Agreement shall be governed by Indian law and the parties hereby submit to jurisdiction of New Delhi/ Delhi courts only.

4.12 Notices

I. Any notice, request or other communication to be given or served pursuant to the Contract Agreement shall be in writing and addressed as the case may be as follows:

- a) if given to the CBSE, addressed and forwarded to the authorized officer i.e. Chairman, CBSE, for this project in the CBSE;

- b) If given by the CBSE, signed by the authorized Officer for this project in the CBSE and forwarded to the Contractor at the address indicated at the commencement of the contract or as otherwise notified by the Contractor.

II. Any such notice, request or other communication shall be delivered by hand or sent by prepaid post or facsimile, to the address of the party to which it is sent. If sent by Facsimile a signed copy of same shall be sent by Registered/Speed Post.

4.13 Taxes and Duties

The bidder shall be entirely responsible for payment of all taxes, permits or any other dues arising out of this proposed assignment.

**SECTION V:
BID SUBMISSION FORMS**

FORMAT FOR THE COVER LETTER

From:

To,

Deputy Secretary (A&F)

Central Board of Secondary Education

Shiksha Sadan

New Delhi- 110002.

Dear Sir,

Please find enclosed original copies of our Bid in respect of selection of the Media/ PR agency in response to the Request for Proposal issued by CBSE.

We hereby confirm the following:

1. The Bid is being submitted by _____ (*name of the Bidding Company*) who is the Bidder, bidding for selection as the Media/ PR agency in accordance with the conditions stipulated in the RFP Document.
2. We have examined in detail and have understood, and abide by all the terms and conditions stipulated in the RFP Document issued by the CBSE and in any subsequent communication sent by the CBSE. Our Bid is consistent with all the requirements of submission as stated in the RFP Document or in any of the subsequent communications from the CBSE.
3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP Document, and is correct to the best of our knowledge and understanding. We shall be solely responsible for any errors or omissions or misrepresentations in our Bid.
4. We confirm that our Bid contains/does not contain (*strike out whichever is not applicable*) Deviations/Conditionality.
5. We confirm that all the terms and conditions submitted in our Bid are valid for acceptance during the period of Bid Validity.
6. We as the Bidder, designate Mr./Ms _____ (*mention name, designation, contact address, phone no., fax no., etc.*), as our representative who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments/agreements on behalf of the Bidder.
7. We confirm that we shall adhere to the time frame for completion of the Project, as specified in the RFP.

For and on behalf of:

Signature:

(Authorised Signatory)

Name of the Person :
Designation :
Name of the Bidder :
Address of the Bidder :
Company Seal :
Date & Place :

Form F-1

BIDDER INFORMATION

1. Name of the organization
2. Responsible Person's Name
3. Project Engagement team and Coordinating Officer with contact details
4. Year of establishment & registration no.
5. Registered office with postal address
6. Phone no.
7. Fax no.
8. E-mail
9. Details of certificates enclosed.

Place: _____ Bidder's signature
and seal

Date:

Form F-2

Relevant Services Carried out in the Past Three Years

Which Best Illustrate Qualification

The information should be provided in the following format for each reference assignment carried out, either individually, as a corporate entity / institution, or as one of the major partner within a consortium, legally contracted by the client:

Assignment Name:		Country:	
Location within Country:		Professional Staff Provided by your Firm / Institution:	
Name of Client:		No. of Staff:	
Address:		No. of Staff Months:	
Start Date (Month/Year)	Completion Date: (Month/Year)	Approximate Value of Services: (in INR):	
Name of Associated Firm(s) if any:		No. of Months of Professional Staff provided by Associated Firm(s):	
Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided by your Staff:			

Place: _____ Bidder's signature
and seal.

Date:

Form F-3

COMPOSITION OF THE TEAM AND THE TASKS
TO BE ASSIGNED TO EACH TEAM MEMBER

1 Technical / Managerial Staff

S. No.	Name	Position	Qualifications/Experience	Contact Details
1.				
2.				
3.				
4.				
..				
..				

Place: _____ Bidder's signature
and seal.

Date:

Form F-4

FORMATS FOR SUBMISSION OF FINANCIAL PROPOSAL

From:

(Registered name and address of the bidder)

To,

Dear Sir,

- 1 We have understood the instructions and the terms and conditions mentioned in the RFP Document and have thoroughly examined the RFP Document and are fully aware of the scope of work required. We are hereby submitting our "Financial Proposal" as per prescribed format in a separate sealed envelope.
- 2 The amount of retainership fees quoted (INR)/month for all the deliverables mentioned in Section II (para 2.2) of the RFP
_____.

For and on behalf of: Signature:

(Authorized Signatory)

Name of the Person:

Designation :

Company Seal :

Form F-5
Check List

COMPLIANCE/AGREED/ENCLOSED/ DEVIATION STATEMENT

The following are the particulars of compliance/deviations from the requirements of the tender specifications.

S.No.	Bid document reference	Remarks
1.	Implementation period	
2	Form F-1	
3	Form F-2	
4	Form F-3	
5	Form F-4	
6	Technical and Functional Requirements	
7	Financial bid format	
8	General instruction to bidders	
9	Standard procedure for bid evaluation	
10	General condition of proposed contract(GCC)	

The specifications and conditions indicated in the Bid document (RFP) as amended by the Board, shall prevail over those indicated any where in our proposal, except only to the extent of deviations furnished in this statement.

Place: _____ Bidder's signature

and seal.

Date:

NOTE: For every item appropriate remarks should be indicated like 'no deviation', 'agreed', 'enclosed' etc. as the case may be.

Form – 6

FORMAT FOR SECURITY DEPOSIT / BANK GUARANTEE

THIS DEED OF GUARANTEE made at New Delhi _____ day of month _____ of

(the year) by the Bank of (*Bank's name and address*) (hereinafter called the 'SURETY' which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour of Central Board of Secondary Education, Shiksha Kendra, 2 Community Centre, Preet Vihar, Delhi- 110092. (Hereinafter called the 'EMPLOYER' which term shall include its heirs, successors, administrators and assigns) of the OTHER PART.

WHEREAS M/s registered under _____ having its Registered Office (Firm's address) (hereinafter called the 'CONTRACTOR' which expression shall include its heirs, successors, administrators and assigns) have accepted an Order / entered into a Contract vide Ref. No. dated (hereinafter called the said Order / Contract) with the Employer for the supply, delivery at site, services, material etc. as stated in the said Order / Contract as per the terms and conditions provided in the Order / Contract.

AND WHEREAS under the said Order / Contract the Contractor is required to furnish a Bank Guarantee for (*currency / amount*) (In words) being two percent (2%) of the Order / Contract price of (*currency / amount*) as specified in the said Order / Contract for the execution of the said Order / Contract as per Order / Contract terms.

NOW THIS DEED WITNESSES AS FOLLOWS:

In pursuance of the terms and conditions of the said Order / Contract and on the request of the Contractor, we the Surety do hereby undertake to pay to the Employer on demand without any demur the sum of (*currency/amount*) (in words) being two percent (2%) of the Order / Contract price in the event of the Contractor failing to fulfill any of the terms and conditions of the said Order / Contract.

We, the Surety, do hereby agree that the Employers shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms or conditions of the said Order / Contract and that the decision of the Employer will be final and binding on the Surety. The Employer and the Contractor shall be at a liberty to carry out any modifications in the said Order / Contract during the currency of the said Order / Contract and any extensions thereof and any such modifications will be duly intimated to the Surety. Any accounts settled between the Contractor and the Employer shall be conclusive evidence against the Surety of the amount due and shall not be questioned by the Surety.

We, the Surety, further agree that the guarantee herein contained shall remain in full force and effect for a period that would be taken for completion of the Order / Contract, by the Contractor under the said Order / Contract and that the guarantee shall continue to be enforceable till all the obligations under or arising by virtue of the said Order / Contract have been fully discharged by the Contractor till the Employer certifies in writing that the terms and conditions of the said Order / Contract have been fully and properly carried out by the said Contractor,

We, the Surety, further undertake not to revoke this guarantee during the currency of the same except with the

previous consent of the Employer in writing. We, the Surety, further agree that liabilities and obligations of the Surety arising under or by virtue of this bond shall not be discharged by any variation of the terms or conditions of the said Contractor by any grant of time given or any indulgence shown by the Employer to the Contractor. It is agreed that the liabilities under this guarantee shall not exceed (*currency/amount*) (In words).

This guarantee shall remain in force till

Date:

Signature of a person duly authorized to sign on behalf of the
Bank with Seal of the Bank