

# **REQUEST FOR PROPOSAL (RFP)**

**“Automated File Movement System”**

**CENTRAL BOARD OF SECONDARY EDUCATION  
SHIKSHA SADAN, 17 ROUSE AVENUE  
NEW DELHI-110002  
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## **1. INTRODUCTION**

### **1.1 CBSE ORGANISATION AND OBJECTIVES**

The Central Board of Secondary Education (CBSE) 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 changing educational needs of the students.

### **1.2 DETAILS OF NUMBER OF CBSE REGIONS AND AFFILIATED SCHOOLS**

The Board has approx. 14,200 schools affiliated with it including 150 schools in twenty five 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 educational 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 Current File Movement System** in CBSE is based on movement of paper based files. The need of the hour is complete transparency, faster decision making and anytime and anywhere accessibility. It is thus required to convert the file movement system into an automated web based system. For that electronic documentation, organizing, collaboration and distribution of letters and files is required.

## **2 SCOPE OF WORK**

2.1 CBSE requires for providing a web based decision-making process enabling solution to manage and process digital files containing letters, drafts and documents. It should simplify file handling in the office by bringing in all the benefits of a digital environment. It should transform the office into a paperless and eco-friendly working place.

2.2 The following main modules are needed:

### **eOFFICE PRODUCT SUITE**

- a) Electronic File Management System
- b) Knowledge Management System
- c) Leave Management System
- d) Tour Management System

- e) Personnel Information System
- f) Collaboration & Messaging Services
- g) Mobile Office (mOffice)
- h) eService Book
- i) eAPAR
- j) Budgeting
- k) Accounting
- l) Receipt and Payment
- m) Tendering
- n) Material Management
- o) Payroll

Details can be taken from <http://eofficeservices.nic.in/>

2.3 The solution should have the following features:

- a) Create digital file on-the fly
- b) Distribute and retrieve files instantly
- c) Make notes comments on the move
- d) Forward files at the click of a button
- e) Create and approve drafts
- f) Transparency on file status and stages. All stakeholders should know to whom a file is assigned currently.
- g) Role-based access entitlements
- h) Accessible anywhere and everywhere files

2.4 Features of Electronic File Management System:

(a) Inward/Letter: Letters are received from various CBSE stakeholders like schools, students, Ministry, educational institutions etc. All letters will be scanned and either added to existing file or a new file will be created. The officials should be able to view digitized and uploaded version of incoming paper letters (inwards). Forward inwards to another officer's inbox, as required, just like an email

(b) File Management: One should be able to create a new digital file, pin other attachments to it or file it to an existing file, add notes and forward drafts to managers / supervisors for reviews and approval. Different files have different priorities. The priority will be set by the file creator and can be changed by the person who is processing the file currently. The whole life cycle of the file from creation to closure to be managed through automated workflows and work-flow based approval cycles for documents. All people in the organization will be users of the system. The file can be assigned by any user to any other user. In case any note/information is in hand written

format, it should be possible to scan the note and place it in the sequential/time based location within the file. The originator of a file should be able to take back the file and work on it. The superior officer should also be able to take back a file from junior officer. It should be possible to assign a file to multiple people for information as well as to multiple people for processing. All movement of the file from one person to the next should be maintained in an audit trail. Create fair copies of approved files and dispatch. Dispatch as letter, e-mail, message or record as post. File is closed and filed as record for future reference.

(c) Drafts & Templates: Templates for easy draft editing for various kinds of files, DO letters, response letters, office orders, work orders, purchase orders etc. should be available. Pre-configured templates need to be prebuilt into the system.

(d) Dispatch: Dispatch option to various CBSE stakeholders like schools, students, Ministry, educational institutions etc. has to be available.

Alerts: Different alerts should be operational

(e) Internal message: The option like a post it note can be used to flag certain issues but will not become a part of the file should be part of the system.

(f) Administration: Guard files, weeding of files, electronic storage of files etc. should be the features of the system.

(g) Reports: Reports to know how many files are pending with the officer? What are their priorities? Report on the files pending for various time ranges e.g. pending for >2 days, 2 days to 1 week, 1 week – 1 month, more than a month etc. should be generated. The same reports for every reportee of the officer should be visible to the officer.

The entire system should be based on manual on office procedure of Govt. of India.

(h) Detailed requirements can be read from <http://darpg.gov.in> → Rules & Manuals → Central Secretariat Manual of E-Office procedure. A sample implementation can be viewed at <https://maharashtra.nic.in/Documents/Downloads/eOfficeNICMHSC.pdf>

Other features:

(i) Log in to system using web browser/mobile application

(j) File security: Real-time tracking, audit history, digital signatures, password policy and statistics. SSL enabled transmission over the wire

(k) Employee collaboration: Simultaneous electronic access to collaborate across departments and locations. Official notes, unofficial chits, remarks and annotations for collaboration.

- (l) Full accountability: Complete and detailed audit trail of every activity
- (m) Know the user: Two factor authentication with authentication tokens
- (n) Know the usage: Last login time-stamp and complete access logs
- (o) Strict password management policy
- (p) Support for Word files, Open Office files, images etc.
  - (q) File reference and bookmarking
  - (r) Multi-lingual support in both English as well as Hindi
  - (s) Advanced and powerful search
  - (t) MIS Reports
  - (u) Records management & record repository
  - (v) Export of data to another system
  - (w) Onsite training to be provided to all officers/officials
  - (x) One product expert to be stationed at each CBSE office for 6 months after roll out of live implementation for on-site support. For offices with more than 150 users a second product expert has to be stationed at the location.
  - (y) Call center (phone/email/chat/SMS) support to be provided for quick resolution of all queries and fixing problems.
  - (z) Patches and updates to be provided automatically

2.5 Preference will be given to products based on open source platforms/technologies.

2.6 There are currently about 1400 employees in CBSE, about half of them have independent computers and the rest have access to computers on sharing basis.

CBSE administrator should have facility to add/delete/modify employees as needed. A retired/resigned/on deputation employees records should be maintained. However since the employee is not currently using the system actively, her/his perpetual licence should be transferable to another employee.

2.7 Hosting is also required to be arranged by the bidder from third party commercial hosting service providers. The security and confidentiality of the system should be ensured. Disaster recovery site (at 50% of the configuration) is also required. The payment to the hosting service provider will be made by CBSE but

should be quoted by the bidder after tying up with the hosting service provider. In case of termination of contract with the bidder, CBSE will continue to pay the commercial hosting service providers for hosting the solution. The third party commercial hosting service provider and the bidder companies should not have any kind of existing relationship like sister concerns.

### **3 QUALIFICATION CRITERIA FOR BIDDERS**

- A. The organisation should have successfully implemented minimum 5 live projects for similar work for Central Government/State Government/Autonomous Body/University and should enclose three completion certificates from clients for similar work.
- B. The third party commercial hosting provider should have
  - a. at least 1000 servers under management
  - b. the data center should be a tier 3 data center with 99.5% guaranteed uptime.
  - c. The data center should be located in India.
  - d. The data center should have internet connectivity with multiple internet service providers.
  - e. At least 2 sources of electrical power should be used in the data center.
  - f. Adequate security and confidentiality mechanisms should exist to protect the data.
  - g. The data center should be ISO 27001 (or equivalent) certified.
  - h. The third party commercial hosting provider should have turnover of at least Rs 2 crore during the last 2 financial years (2012-13 & 2013-14)
- C. All points from a. to h. above should be supported by documentation from the third party commercial hosting provider

#### **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. 5 crores and above. This turnover/income should be from the revenue of software creation and not from other associate activity of the bidder. (Attach documentary evidence such as Balance Sheet, list of clients etc.).
- 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 professional team to support the project

### **4 EVALUATION AND SELECTION CRITERIA**

The documents submitted shall be checked by the Committee constituted by the Competent Authority of the Board to ensure following eligibility criteria.

1	Acceptance of terms and conditions of RFP	
2	Completion of bidders profile	
3	Completion of Authorisation letter	
4	Self-Certification	
5	Declaration of Financial and administrative details	
6	The Bidder should have submitted Rs. 4,000/- by DD towards the cost of the RFP document	
7	The Bidder should ensure registration with appropriate statutory authorities and should enclose PAN/TAN 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. Completion Certificate/Performance/Client Report of such work	
10	The Bidder should have submitted the proof of financial capability as required under 3.1.1	
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 company registered in India. The company must be having its operation for more than 3 years (i.e. since 2011 and before) in India.	

**4.1 The technical evaluation is based on the following criteria:**

S. No	CRITERIA	Marks/Points
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<b>a) For Software Provider</b>		
1	<p>Proven In-house software development facility in highly secured environment.</p> <p>ISO 9001/CMM Level 3 or equivalent : 6 marks  CMM Level 4 or equivalent : 7 marks  CMM Level 5 or equivalent : 8 marks  ISO 27001 or equivalent : 2 marks</p>	10
2	<p>Technical / IT capability of the organization in general and named project team planned for this project</p> <p>a) Technical / IT capability shall be evaluated on the basis of total Software Development and Technical Implementation manpower with the bidder having experience in similar solutions, as follows:</p> <p>i) Up to 50 people – 3 marks  ii) Up to 75 people – 6 marks  iii) Up to 100 people – 10 marks</p> <p>b) Project Team proposed for this project with at least 1 Program Manager / Project Head, 1 Technical Development Manager, 1 Implementation Manager, 1 Support Manager  The evaluation on this aspect will be done as follows:  All named persons for each role identified for the project (with their profiles enclosed in technical bid) with a minimum qualification of BE/B.Tech/MCA or equivalent – 4 marks  Prior experience of all named team members in similar projects</p> <p>i. Up to 1 project – 2 marks  ii. Up to 2 projects – 4 marks  iii. Up to 3 projects – 6 marks</p>	10
3	<p>Proposed solution and its presentation to the Technical Committee of the Board.</p> <p>Functional &amp; Feature Relevance and ease of use -5  Technical Architecture including elegance, performance, reliability, scalability -5  Implementation Methodology :  Methodology and detailed plan (including phases/activities/milestones clearly indicating RACI Matrix) – 5 marks  Staffing &amp;Resource plan – 2 marks  Reporting&amp; Communication Plan – 2 marks  Risk Management plan – 1 mark</p>	20
4	Financial capability	15

5	Details of similar work done or executed in past 2 years: Three (3) experiences – 5 marks Four (4) experiences – 10 marks Five (5) or more experiences – 15 marks	15
<b>b) For 3<sup>rd</sup> Party Hosting Company</b>		<b>Marks/Points</b>
7	Financial capability	10
8	ISO 27001 Equivalent/Higher certification.	10
9	Experience in server management and managing Data center operations 1000 – 1999 servers - 7 marks 2000 – 2999 servers – 8 marks 3000 – 3999 servers – 9 marks >4000 servers – 10 marks	10

4.2 (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 minimum score required for qualifying technically is 60%. The bidders are required to submit documents to establish their capability.

If only one bidder qualifies the technical score criteria, the Board may at its discretion consider two more bidders scoring the next highest scores.

If none of the bidders are able to score the minimum required 60% marks for technical qualification, the Board reserves the right to consider the bids of top three scorers for the purpose of next stage of

#### Financial Bid Opening.

#### 4.2 (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 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;

Fb is the absolute financial quote for the bidder under consideration;  
and,

Fmin is the quote of the lowest bidder

4.3 (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 contract

## 4.4 Implementation Schedule

4.4(a) For a smooth roll out of the solution the successful bidder will meet with the Nodal Officer to be appointed by 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 implementation will be done in a phased manner across CBSE offices:

Phase	CBSE Office	Approximate No. of users	Indicative go - live timeline in months from date of award of contract
I	Rouse Avenue	150	4 Months
II	Preet Vihar	400	6 Months
III	RO Delhi & JEE Noida	400	8 Months
IV	RO Panchkula, Allahabad, Ajmer, Dehradun	200 (50 in each office)	10 Months
V	RO Guwahati, Patna, Bhubaneswar, Chennai & Thiruvananthapuram	250 (50 in each office)	12 Months

The bidder should provide the following:

4.4 (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.

4.4.1 Approach

4.4.2 Methodology

4.4.3 Work plan

4.4.4 Quality Management

4.5 (c) Complete project management methodology including the following :

4.5.1 Responsibilities of the Service provider

4.5.2 Project planning and execution

4.5.3 Project Monitoring and Control

4.5.4 Change Management

#### **4.5 Penalty & SLA**

- (a) Once project schedule is frozen, any delay in go live date will cause a penalty of 1% per week (of total project cost) to be imposed on the vendor subject to a maximum of 15%.
- (b) For every severity 1 error which appears in production after go live 1% of the total payment will be applied as penalty subject to a maximum of 15%. Severity 1 error is defined as: The bug or issue affects a crucial part of a system, and must be fixed in order for it to resume normal operation.
- (c) For every severity 2 error which appears in production .5% of the total payment for the phase will be applied as penalty subject to a maximum of 10%. Severity 2 error is defined as: The bug or issue affects a minor part of a system, but has some impact on its operation.

#### **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.

##### **5.1.2 Schedule of Bidding Process**

The Board shall endeavour to adhere to the following schedule:

##### **Event Description Date:**

1. Date of publication of Bid
2. Last date for receiving queries 10-10-2014

3. Board's response to queries latest by 17-10-2014
4. Pre-Bid meeting 21-10-2014 at 3:00 PM at 17 Rouse Avenue New Delhi 110002
5. Bid Due Date 28-10-2014 up to 2:00 PM at 17 Rouse Avenue New Delhi 110002
6. Opening of Technical Bids 28-10-2014 at 3:00 PM at 17 Rouse Avenue New Delhi
7. Validity of Bids 120 days of Bid Due Date

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

5.1.4 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.

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

5.1.6 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.

5.1.7 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/she 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.

5.1.8 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 Secretary, CBSE 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.

5.1.9 Request from the bidder in respect of additions, alterations, modifications, corrections etc. of either terms or conditions or rates after opening of the RFP will not be considered.

#### **5.1.9 (a) 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 "Automated File Movement System"

2. The technical bid with 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 Automated File Movement 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 Automated File Movement 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 28-10-2014 up to 2:00 PM:

Mr Navin Maini  
Research Officer (Technology)  
Central Board of Secondary Education  
Shiksha Sadan 17 Rouse Avenue Delhi 110002

5.1.9(b) 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.

5.1.9 (c) While RFPs are under consideration, bidders and their representatives or other interested parties, are advised to refrain from contacting the CBSE by any means (viz 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.

5.1.9 (d) Govt. Levies like service tax shall be paid by tenderer at rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Service Tax etc.

5.1.9 (e) The bid proposal and all correspondence be made in English Language and prices quoted in INR. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.

5.1.9(f) Bidder shall sign all pages of RFP.

- Any attempt to influence direct or indirect on the part of the RFP with the authority to whom he has submitted the RFP or authority who is competent finally to accept it after he has submitted his RFP or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular RFP will render the RFP liable to be excluded from consideration.

5.1.9 (g) 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.

#### **5.1.9 (h) Pre Bid Conference**

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

#### **5.1.9 (i) Amendments to RFP**

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

### **5.2 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. 4,000/- as the cost of the document, to be remitted, in the form of a Cash/DD in favour of Secretary, CBSE payable at Delhi along with bid.

### **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 which will be uploaded on the website.

#### **5.4 EMD**

The bidder shall furnish, as part of its general bid, an EMD of amount Rs 50,000/- (Rupees fifty thousand 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**

(a) 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).

(b) 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 time of the opening. The Evaluation Committee(s) reserves the right, at any time, to postpone or cancel the scheduled bid opening. The bids will be opened at the address specified in RFP.

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

The Evaluation Committee will carry out a detailed evaluation of the Proposals as per para 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/File Management service.

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



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

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

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

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

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

(d) In the case of a successful bidder fails to

- (i) accept award of work,
- (ii) sign the Contract Agreement with CBSE, New Delhi, after acceptance of communication on placement of award,
- (iii) furnish performance security, or the bidder violates any condition of this RFP document or indulges in any such activities as would jeopardize the interest of CBSE, New Delhi.

The decision of Secretary, 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 also 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 or extended period the CBSE, may terminate the contract after giving seven days notice, and the decision of Secretary, 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**

Perpetual licence of the software is required. The patches to the software will be provided free of cost for the duration of the contract. The contract will be valid for 1 year. Thereafter it will be extendable for a term of 1 years based on satisfactory performance. The price/s quoted below should be valid for at least 3 years.

(Indian Rupee only)

Note: Prices may roll in future because of advancement and competition.

S.no	Price component	Type of	Amount	Amount in words	Payment
------	-----------------	---------	--------	-----------------	---------

		cost	in figures		Terms
<b>One time cost</b>					
1	Perpetual licence per user. (For L1 calculation 1400 users will be assumed however actual number of users may vary) plus delivery warranty (including AMC) 1 year.	One Time			80% On delivery after go live as per actual No, of licences for the phase. 20% at end of 1 year of successful operation at each site.
<b>Annual</b>					
1	Patches, AMC of Software on per user basis (For L1 calculation 1400 users will be assumed)	Annual			At the end of the second year onwards per site
2	Hosting and disaster recovery site (to be hosted by a third party commercial hosting service provider.)	Annual			90% Advance 10% on completion of the year
NB: All cost is excluding taxes and duties. Rates mention above does not include any hidden cost. Actual number of users may vary					

Date:

(Signature of the Bidder)

## 6 AWARD OF WORK

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

### 6.1 NOTIFICATION OF AWARD

Prior to the expiry of the period of Bid validity, **the Nodal Officer**, 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 other's information about, or to influence the Bid of either or each of the other Bidder; or (vi) such Bidder has participated as a consultant to the Board in the preparation of any documents, design or technical specifications of the proposal. The Secretary, 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 Secretary, 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**

- Secretary, CBSE, may without prejudice to any other remedy for breach of terms and conditions (including forfeiture of Performance Security) by written notice of default sent to the bidder, terminate the work / task in whole or in part, after sending a notice to the bidder in this regard. 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 Secretary, CBSE, on monthly basis. The Board shall review the progress and further extension of contract shall be subject to periodically continued satisfactory performance.

#### **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 i.e.
  - (a) War / hostilities
  - (b) Riot or civil commotion
  - (c) Earth Quake, Flood, Tempest, Lightning or other natural physical disaster
  - (d) Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the bidder, which prevent or delay the execution of the order by the bidder.

- (e) 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, **Secretary**, 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 **Secretary**, CBSE, New Delhi for final decision and the same shall be binding on all parties.

If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, for such disputes shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint third arbitrator. Such arbitration shall be governed by the provision of the Indian Arbitration and Conciliation Act, 1996 and rules made there. The arbitration proceeding shall be held in Delhi.

#### **6.9 LEGAL JURISDICTION**

- All legal disputes shall be 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 cannot 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.

**6.13 INDEMNITY:** The bidder shall indemnify the CBSE from all legal matters. The bidder shall be responsible for compliance of all related Acts, Rules, Regulations and Executive Orders etc. relating to contract. The bidder shall accordingly indemnify the CBSE for damages/losses caused to CBSE by the bidder or men and material deployed by it.

## **6.14 PERFORMANCE GUARANTEE**

The winning bidder will have to give a performance guarantee in the form of a bank guarantee of 10% of total L1 value (L1 defined in section 5.12 FINANCIAL BID) only for the duration of the contract. The performance guarantee needs to be submitted within 10 days of issue of letter of award else EMD will be forfeited.

PERFORMA AND ANNEXURES

ANNEXURE-1

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

**To**

The Secretary  
Central Board of Secondary Education  
Preet Vihar  
Delhi

Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document regarding Automated File Movement 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**



ANNEXURE-3

**REPRESENTATIVE AUTHORIZATION LETTER**

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

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

To

The Secretary  
Central Board of Secondary Education  
Preet Vihar  
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

ANNEXURE-4

SELF-DECLARATION

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

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

To

The Secretary  
Central Board of Secondary Education  
Preet Vihar  
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