



Request for Proposal (RFP)
for
Selection of a Service Provider for
Digital Scanning and e-Evaluation of Answer Booklets for
various examinations of CBSE

Ref No: CBSE/HQ/Admn-II/DES/2025

<https://www.cbse.gov.in>

**Central Board of Secondary Education
Integrated Office Complex
Sector 23, Phase-1, Dwarka
New Delhi – 110077**

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Central Board for Secondary Education (CBSE)

Tender Notice No CBSE/HQ/Admn-II/DES/2025

Bids, valid for a minimum period of 90 days from the date of opening, are invited by CBSE for Selection of a service provider for Digital Scanning and e-Evaluation of Answer Booklets for various examinations of CBSE.

Earnest Money Deposit to be submitted	₹ 150,00,000/- (Rupees One Crore Fifty Lakhs only)
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#	Topic	Date
1	Start date of downloading of RFP document	28 August, 2025
2	Last date and time for submission of pre-bid queries	01 September, 2025
3	Pre-bid meeting	02 September 2025
4	Last date for Receipt of EMD	24 Sept, 2025
5	Last date for Online Submission of bids	24 Sept, 2025
6	Date and time for opening of Technical bids	25 Sept, 2025
7	Date and time for Technical Presentation	Will be announced later
8	Date and time for opening of Commercial bids	To be intimated later to technically qualified Bidders

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GLOSSARY

#	Terms	Definition
1	A&M	Approach & Methodology
2	ATS	Annual Technical Support
3	CCN	Change Control Note
4	CNS	Chief Nodal Supervisor
5	COTS	Commercially Off The Shelf
6	CV	Curriculum Vitae
7	CVC	Central Vigilance Commission
8	DD	Demand Draft
9	HE	Head Examiner
10	MEITY	Ministry of Electronics & Information Technology
11	EMD	Earnest Money Deposit
12	ICT	Information & Communication Technology
13	INR	Indian National Rupee
14	IT	Information Technology
15	LD	Liquidated Damages
16	LoA	Letter of Award
17	LoI	Letter of intent
18	O&M	Operations & Maintenance
19	OEM	Original Equipment Manufacturer
20	PBG	Performance Bank Guarantee
21	PoA	Power of Attorney
22	QCBS	Quality cum Cost Based Selection
23	RFP	Request for Proposal
24	SLA	Service Level Agreement
25	SoW	Scope of Work
26	SP	Service Provider
27	UAT	User Acceptance Test

DEFINITIONS of TERMS

#	Term	Definition
1	Agreement	"Agreement" means the form of agreement together with the contents and specifications set out in all the volumes of the RFP
2	Applicable Laws	"Applicable Laws" includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, tribunal, board, court or other quasi-judicial authority;
3	Bidder	"Bidder" means the Service Provider which is shortlisted through this invitation of Request for proposal (RFP) exclusively for Central Board for Secondary Education (CBSE) for the specified scope of work
4	Bespoke Software	"Bespoke Software" means the software designed, customized, developed, tested and deployed by the Service Provider for the purposes of rendering the Services to the Stakeholders of the Project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (except for the customization components on such products), proprietary software components and tools deployed by the Service Provider, and which, i.e., the bespoke software, shall be solely owned by Central Board for Secondary Education (CBSE)
5	Confidential Information	"Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any student/institute, including any such information that may come to the knowledge of the Parties hereto/ Bidder's Team by virtue of this Contract that: <ul style="list-style-type: none"> a. is by its nature confidential or by the circumstances in which it is disclosed confidential; or b. is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract
6	Contract	"Contract" means the Agreement entered into between the Board and the Service Provider as recorded in the Contract form signed by the Board and the Service Provider including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time;
7	Data Center	"Data Center" means the primary center where data, software, computer systems and associated components, such as telecommunication and storage systems, redundant or backup power supplies, redundant data communications, environment controls and security devices are housed and operated from;

8	Deliverables	"Deliverables" means the products, infrastructure and services agreed to be delivered by the Service Provider in pursuance of the Agreement as listed in Section 7: Scope of Work of the RFP and includes all documents related to the solution, user manual, business designs, training materials, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines and source code and all respective modifications.
9	Intellectual Property Rights	"Intellectual Property Rights" means and includes all rights in the Bespoke Software, its improvements, upgrades, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein
10	Project	"Project" means the project involving system design, development, training of personnel, implementation and maintenance & operations of the overall solution as per terms and conditions laid down in the RFP and in conformance to the SLA
11	Listed Assets	"Listed Assets" means entire hardware and software, or any other information technology infrastructure components which are to be purchased by the SP for and on behalf CBSE
12	Material Adverse Effect	"Material Adverse Effect" means material adverse effect on (a) the ability of the SP to perform/discharge any of its duties/obligations under and in accordance with the provisions of this MSA and/or SLA; and/or (b) the legal validity, binding nature or enforceability of this RFP and/or the SLA
13	Nodal Officer, CBSE	"Nodal Officer, CBSE" means the Joint Secretary (Admin & Legal), CBSE
14	Operations and Maintenance / O&M	"Operations and Maintenance" or "O&M" means the services to be rendered, as per the SLA, during the period commencing from the "Go-Live date" till the expiry or termination of the Master Service Agreement
15	'Performance Guarantee' or 'Performance Bank Guarantee' or PBG	"Performance Guarantee" or "Performance Bank Guarantee" or "PBG" shall mean an unconditional and irrevocable bank guarantee provided by a Nationalized Bank to CBSE on behalf of the Service Provider amounting to 10% of the agreement value, pursuant to the Agreement. The PBG shall be valid for a period of 90 days post the expiry of the contract, unless extended pursuant to the Agreement
16	Project Assets or Assets	"Project Assets" or "Assets" shall mean to include a. Listed Assets and b. entire, or any other information technology infrastructure components used for the CBSE Project and other facilities leased/ owned by the Service Provider to be used for the delivery of the Services pursuant to the Agreement
17	Project Data	"Project Data" means all proprietary data of the Project generated out of the Project operations and transactions, documents and related information including but not restricted to user data which the Service Provider obtains, possesses or processes in the context of providing the Services to the users pursuant to this RFP including the SLA;
18	Project Implementation Phase	"Project Implementation Phase" means the period between the Effective Date and the Go- Live date.

19	Project Implementation Completion date	“Project Implementation Completion date” means the date on which the proposed CBSE System is completely operational as per the functional, technical and operational requirements specified in the RFP have been met by Service Provider covering all phases and Operation and Maintenance Phase has commenced, which includes integration, configuration, customization, extension and third party audit by STQC. Application Software, data migration, Change management & Capacity Building, Handholding support and Operation & maintenance for CBSE offices are successfully concluded to the satisfaction of CBSE
20	Project Operations and Maintenance Phase/Stage	“Project Operations and Maintenance Phase/Stage” means the phase in which O&M is to be carried out by the Service Provider as per the terms and conditions of this contract period, after declared completion of Project Implementation Phase
21	Project Proprietary Information	“Project Proprietary Information” shall mean Proprietary Information of the CBSE provided to the Service Provider for providing the Services and include all modifications, enhancements and other derivative works of such Project Proprietary Information arising as a result of Services rendered by the Service Provider “Proprietary Information” means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to a Party hereto prior to its being made available under this RFP, or the SLA
22	Board	“Board” means Central Board for Secondary Education, India
23	RFP or ‘Request for Proposal’	“RFP” or “Request for Proposal” means the documents containing the Technical, Functional, Operational, Commercial and Legal specifications for the implementation of the Project, issued in this one volume and also includes the clarifications, explanations and amendments issued by CBSE from time to time
24	Replacement Service Provider	“Replacement Service Provider” means any third party that the Board may appoint to replace the Service Provider upon expiry of the Term or otherwise termination of this RFP or the SLA to undertake the Services or part thereof
25	Services	“Services” means the contents and services to be rendered during the Project Implementation Phase and the Operation and Management Phase including but not limited to the services to be delivered to the Stakeholders as specified in the RFP
26	Service Level	“Service Level” means the level of service and other performance criteria which will apply to the Services as set out in Annexure G on SLA
27	‘Service Level Agreement’ or SLA	“Service Level Agreement” or “SLA” means the agreement on service levels between CBSE and Service Provider, in terms of the Service Level requirements as per the model set out in ‘Appendix V’ of this RFP
28	‘Service Provider’ or SP	“Service Provider” or “SP” means the agency selected by the Board, which is responsible for integration, configuration, customization and extension of CBSE e-governance applications, data migration, change management & capacity building, handholding support and operation & maintenance for CBSE.

29	Third Party Systems	"Third Party Systems" means systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which SP has been granted a license to use and which are used in the provision of Services
30	Third Party Agency	"Third Party Agency" means the agency appointed by the CBSE for the purpose of certification of the hardware and software by conducting various types of tests
31	Term	"Term" means the total man-months required by the bidder to complete the project as per the specified scope of work

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1. Invitation for Proposal

1.1 Request for Proposal

The Central Board of Secondary Education (CBSE), an autonomous organization under the Ministry of Education, Government of India, is entrusted with the responsibility of conducting public examinations for Classes X and XII, prescribing academic curriculum, and promoting excellence in school education across India and abroad. In alignment with the objectives of the National Education Policy (NEP) 2020, CBSE continues to introduce assessment reforms aimed at improving quality, transparency, and efficiency in the evaluation process.

CBSE has a wide operational presence through its regional offices located in Ajmer, Bengaluru, Bhubaneswar, Bhopal, Chandigarh, Chennai, Delhi (East and West), Dehradun, Guwahati, Noida, Panchkula, Patna, Prayagraj, Pune, Thiruvananthapuram, and Vijayawada, along with a regional office in Dubai. The Board is in the process of expanding its presence further with new regional and sub-regional offices across additional locations such as Lucknow, Raipur, Ranchi, Ahmedabad, Kolkata, and Gurugram.

To ensure timely, accurate, and transparent evaluation of answer booklets for its various examinations, CBSE has been leveraging digital technologies. Digital evaluation was first introduced in 2014 for Class X Board-based examinations across various regional offices and subsequently extended in 2015 to select subjects of Class XII in the Delhi region. Since then, CBSE has consistently taken steps to strengthen the digital evaluation process and scale it further in both volume and scope.

In this context, CBSE invites sealed proposals from eligible, experienced, and reputed service providers for the end-to-end execution of digital scanning of physical answer booklets and provisioning of a secure, scalable, and feature-rich digital platform for on-screen evaluation (e-Evaluation). The selected service provider will be responsible for establishing and managing scanning centers, digitizing handwritten scripts, ensuring secure transmission and storage of scanned images, and providing a comprehensive digital platform for evaluators to perform on-screen evaluation in a controlled and monitored environment.

The proposed solution must align with the latest data security and privacy standards, including the Digital Personal Data Protection (DPDP) Act, and be designed to support large-scale, time-sensitive operations. The e-Evaluation platform should offer intuitive interfaces, strong audit controls, user role management, real-time dashboards, and reporting features to facilitate seamless coordination among evaluators, coordinators, and administrators.

This RFP outlines the scope of work, eligibility criteria, technical and financial evaluation methodology, project timelines, and other contractual terms and

conditions. CBSE seeks to engage a capable and experienced partner who can deliver both operational excellence and technology-driven innovation in the evaluation process.

The invitation to bid is open to all entities meeting the minimum eligibility criteria specified in this RFP document.

Interested bidders are advised to carefully study this RFP and its accompanying documents to ensure a thorough understanding of CBSE's requirements before submitting their proposals.

1.2 Structure of the RFP

This Request for Proposal (RFP) document for selection of a Service Provider for **digital scanning of answer booklets and provisioning of an e-Evaluation platform** for examinations conducted by CBSE comprises the following components:

- a) Instructions on the bid process for the purpose of responding to this RFP. This broadly covers:
 - i. General instructions for the bidding process
 - ii. Bid evaluation process including the parameters for pre-qualification, technical evaluation and commercial evaluation to facilitate the Board in determining Bidder's suitability as the implementation partner
 - iii. Submission guidelines, formats, and timelines
 - iv. Payment terms and conditions
- b) Functional and Technical requirements of the project: The contents of the document broadly cover the following areas-
 - i. About the project and its objectives
 - ii. Scope of work for the service provider
 - iii. Functional and technical requirements
 - iv. Project schedule
 - v. Service levels for the implementation partner

Bidders are expected to study the RFP document carefully and respond to the requirements in a structured and comprehensive manner. Emphasis should be placed on demonstrating the bidder's technical capability, operational experience, and suitability to undertake a project of this scale and complexity in an examination environment.

- c) Service Level Agreement (SLA) (please refer to Appendix-V)

The Bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a

proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2. Background Information & Project Profile

2.1 About CBSE

The Central Board of Secondary Education (CBSE) is a national-level board of education established in 1929 and reconstituted in 1962, functioning under the administrative control of the Ministry of Education, Government of India. As an autonomous organization registered under the Societies Registration Act, 1860, CBSE is responsible for prescribing academic curriculum, conducting examinations at the secondary and senior secondary levels, and ensuring academic excellence across schools affiliated to it both within India and abroad.

The Board currently has more than 30,000 affiliated schools, including Kendriya Vidyalayas (KVs), Jawahar Navodaya Vidyalayas (JNVs), government and government-aided schools, private independent institutions, Eklavya Model Residential Schools, and Central Tibetan Schools. CBSE's jurisdiction extends beyond India, with over 250 affiliated schools operating in 25 foreign countries.

To ensure effective governance and outreach, CBSE has established a decentralized structure with regional offices located at Ajmer, Bengaluru, Bhubaneswar, Bhopal, Chandigarh, Chennai, Delhi (East), Delhi (West), Dehradun, Guwahati, Noida, Panchkula, Patna, Prayagraj, Pune, Thiruvananthapuram, and Vijayawada. A regional office in Dubai is also operational, and several new regional and sub-regional offices in cities such as Lucknow, Raipur, Ranchi, Ahmedabad, Kolkata, and Gurugram are in the pipeline.

Aligned with the vision of the National Education Policy (NEP) 2020, CBSE is committed to holistic and learner-centric education. It actively promotes innovation in pedagogy, continuous and comprehensive evaluation, and the use of technology in examination processes to ensure fairness, transparency, and efficiency.

CBSE has been a pioneer in leveraging digital technologies in examination management. As early as 2014, the Board introduced digital evaluation for Class X answer booklets in various regions and extended it in 2015 to select Class XII subjects in Delhi. Since then, CBSE has continued to build upon this initiative to enhance the quality, speed, and objectivity of the evaluation process. The Board envisions the digital scanning and e-Evaluation of answer booklets as a transformative step toward strengthening academic credibility, minimizing human error, and enabling timely declaration of results.

2.2 Basic Information

- a) Board invites responses to this Request for Proposal ("RFP") from reputed and experienced service providers ("Bidders") for undertaking end-to-end digital scanning of physical answer booklets and for providing, operating, and maintaining a secure, scalable, and feature-rich digital platform for on-screen evaluation (e-Evaluation) of answer scripts, as described in Section 7 of this RFP.
- b) Any contract that may result from this public procurement competition will be issued for term of One (01) year ("the Term")
- c) The Board reserves the right to extend the term for a period (or periods) of up to Two (02) years on the same terms and conditions, subject to the Board's obligations at law.
- d) Proposals must be received not later than time, date and venue mentioned in Section 3.4.3.4 Time Schedule.
- e) Proposals that are received late WILL NOT be considered.

2.3 Project Context

The current RFP reflects CBSE's vision to institutionalize a robust, secure, and scalable digital evaluation ecosystem, supporting high volumes of examinations while maintaining strict standards of quality and confidentiality. Through this initiative, CBSE aims to reinforce its role as a leading examination body that embraces technology to serve its stakeholders more effectively.

2.4 Key Information

- a) CBSE is a premier national-level public examination board responsible for the conduct of public examinations at the secondary and senior secondary levels for affiliated schools in India and abroad. It prescribes academic curriculum and undertakes educational reforms aligned with national policies and global best practices.
- b) The Board has a widespread network of approximately 30,415 affiliated schools, including:
 - Kendriya Vidyalayas (KVs)
 - Jawahar Navodaya Vidyalayas (JNVs)
 - Government and Government-aided schools
 - Central Tibetan Schools
 - Private independent schools
 - CBSE's international footprint includes 263 affiliated schools across 23 countries.
- c) CBSE has established 17 active Regional Offices in India located at: Ajmer, Bengaluru, Bhubaneswar, Bhopal, Chandigarh, Chennai, Delhi (East), Delhi (West), Dehradun, Guwahati, Noida, Panchkula, Patna, Prayagraj, Pune, Thiruvananthapuram, and Vijayawada.

One international Regional Office operates in Dubai, and additional Regional Offices in Lucknow, Raipur, Ranchi, Ahmedabad, Kolkata, and Gurugram are proposed for operationalization shortly.

- d) The digital evaluation initiative will cover Class X and Class XII Board Examinations conducted across 17 regions. The approximate number of candidates and answer booklets expected per region is summarized below:

#	Region	For Academic Year 2025-26	
		Candidates (approx)	Answer Book (approx.)
1	AJMER	2,63,846	14,42,436
2	BENGALURU	1,14,792	6,41,011
3	BHOPAL	1,90,228	10,75,169
4	BHUBANESHWAR	2,55,985	14,77,962
5	CHANDIGARH	2,67,571	15,78,475
6	CHENNAI	2,12,830	11,74,387
7	DEHRADUN	1,92,813	11,17,392
8	DELHI EAST	3,79,637	22,87,489
9	DELHI WEST	2,56,053	15,51,997
10	GUWAHATI	1,34,505	7,85,557
11	NOIDA	2,96,769	17,28,341
12	PANCHKULA	3,45,808	19,74,855
13	PATNA	3,65,180	20,50,455
14	PRAYAGRAJ	4,18,155	23,67,218
15	PUNE	1,57,260	8,95,582
16	TRIVANDRUM	1,05,205	5,70,960
17	VIJAYAWADA	1,91,240	11,18,781
TOTAL		41,47,877	2,38,38,067

Note: The figures mentioned above are indicative and subject to variation year on year.

3. Instructions to Bidders

3.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Board on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Board. Any notification of the preferred Bidder status by the Board shall not give rise to any enforceable rights by the Bidder. The Board may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Board.
- a) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2 Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all the requirements set out within this RFP.

3.3 Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which include:

- a) Prohibition of
 - i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

- ii. any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - iii. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - iv. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - v. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - vii. obstruction of any investigation or auditing of a procurement process.
 - viii. making false declarations or providing false information for participation in a tender process or to secure a contract;
- b) Disclosure of conflict of interest.
- c) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any government entity in India during the last three years or of being debarred by any other government procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, the Bidder's proposal will be summarily rejected.

3.4 Pre-Bid Meeting & Clarifications

3.4.1 Pre-Bid Conference

- a) All those bidders who have obtained bid document can participate in pre-bid meeting to seek clarification on the bid, if any.
- b) Not exceeding two employees from each of the bidding firm/ company/ organization are invited to attend the Pre-Bid Conference at their own cost, which is to be held at the venue indicated in this document.
- c) The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- d) The Bidder is requested, to submit any questions in writing to reach CBSE as per the dates mentioned in this document. It may not be practical at the Pre-Bid Conference to answer questions received late. CBSE will respond to any request for clarification to queries on the tender document, received not later than the dates prescribed in Instructions to Bidder/ Time Schedule. The clarifications (including the query but without identifying the source of inquiry)

will be uploaded on the e-tendering portal.

- e) CBSE at its discretion will conduct the Pre-Bid Conference in physical, virtual or hybrid mode.
- f) Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

3.4.2 Issue of Corrigendum

- a) At any time prior to the last date for receipt of bids, the Board may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by a corrigendum.
- b) The corrigendum (if any) will be posted on www.eprocure.gov.in
- c) Any such corrigendum shall be deemed to be incorporated into this RFP.
- d) In order to provide prospective Bidders with reasonable time for taking the corrigendum into account, the Board may, at its discretion, extend the last date for the receipt of Proposals.

3.4.3 Key Instructions for the Bid

3.4.3.1 Right to Terminate the Process

- a) Board may terminate the RFP process at any time without assigning any reason. Board makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer from the Board. The Bidder's participation in this process may result in Board selecting the Bidder to engage towards execution of the subsequent contract.

3.4.3.2 RFP Document Fee

- a) The RFP documents have been made available for download from the website www.eprocure.gov.in.

3.4.3.3 Earnest Money Deposit (EMD)/ Bid Security

- a) Bidders shall submit, along with their Proposals, an EMD of amount as mentioned in the data sheet in the form of a bank guarantee (BG) / demand draft (DD) in favor of Secretary, Central Board for Secondary Education, payable at New Delhi, valid for a period of 90 days from the date of proposal submission.
- b) EMD of all unsuccessful Bidders would be refunded by the Board within 90 days of the Bidder being notified as being unsuccessful.
- c) The EMD of successful Bidder would be returned upon submission of the 'Performance Bank Guarantee' as per the format provided in Appendix III.
- d) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest in it.

- e) Proposals not accompanied with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- f) The EMD may be forfeited in the event of:
 - i. Bidder withdrawing its bid during the period of bid validity
 - ii. A successful Bidder fails to sign the subsequent contract in accordance with this RFP
 - iii. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
 - iv. A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.
- g) The MSMEs as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from payment of EMD. Attested copy of Valid MSME certificate verifiable at https://udyamregistration.gov.in/Udyam_Verify.aspx is to be enclosed and uploaded for exemption of EMD. The copy of the same has to be enclosed with the submitted bid. The MSME registration certificate must be valid as on Bid closing date. The MSMEs who have applied for registration or renewal of registration but have not obtained the valid certificate as on close date of the BID, are not eligible for exemption. The MSME's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSME's Certificate matches with the nature of the services and goods /items to be supplied as per tender.

3.4.3.4 Time Schedule

#	Topic	Date
1	Start date of downloading of RFP document	28 August, 2025
2	Last date and time for submission of pre-bid queries	01 September, 2025
3	Pre-bid meeting	02 September 2025
4	Last date for Receipt of EMD	24 Sept, 2025
5	Last date for Online Submission of bids	24 Sept, 2025
6	Date and time for opening of Technical bids	25 Sept, 2025
7	Date and time for Technical Presentation	Will be announced later
8	Date and time for opening of Commercial bids	To be intimated later to technically qualified Bidders

3.4.3.5 Prices

- a) The Bidder shall indicate in the proforma prescribed (refer Appendix II: Form 2), the unit rates and total price of the manpower / services, it proposes to provide under the Contract.
- b) The unit prices quoted in the above-mentioned proforma will be used to calculate charges for 'change orders', if any.
- c) In the absence of the above information, a bid may be considered incomplete and be summarily rejected.
- d) The Bidder shall prepare the bid based on details provided in the tender document. It must be clearly understood that the requirements are intended to give the Bidders an idea about the order and magnitude of the work and are not in any way exhaustive and guaranteed by the Board. Bidder shall carry out the design of the solution and sizing of the infrastructure required in the data center in accordance with the requirements of the tender document and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP to complete the work duly operable and safe.
- e) Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, Board reserves the right to negotiate the prices quoted in the bid to effect downward modification. The prices shall be indicated in Indian Rupees (INR) only.
- f) The financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all GST, duties, fees, levies, works contract tax and other charges or taxes as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/ payable should be indicated separately in the proforma prescribed in Appendix II. However, should there be an increase in the government taxes; the same would be paid to the bidder. Similarly, any benefits arising due to reduction of the tax rates should be passed on to Board.
- g) The Bidders are advised not to indicate any separate discount in the Financial Bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, Board shall avail such discount at the time of award of contract.

3.4.3.6 Bidder's Authorised Signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that (s)he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

3.5 Preparation and Submission of Proposals

3.5.1 Proposal Preparation Cost

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by Board to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

The Board will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.5.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

3.5.3 Submission of Proposals

a) Online Submission

- i. Bidders are required to enroll on the e-Procurement module www.eprocure.gov.in
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Portal.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) - Class II or Class III certificates with signing key usage, issued by any certifying authority recognized by CCA India with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others, which may lead to misuse.
- vi. The system allows uploading of bids in terms of packets as follows:

Packet No.	Documents to be Uploaded	Format
1	Scanned copies of BG / DD for EMD and tender fee	PDF
2	Pre-Qualification Response	PDF
3	Technical Proposal	PDF
4	Financial Proposal	PDF & XLS

- vii. The bidder must ensure that the bid is digitally signed by the authorized signatory of the bidding firm and has been duly submitted (frozen) within the submission timeline. CBSE will in no case be responsible if the bid is not submitted online within the specified timelines.
- viii. All the pages of the proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

b) **Physical Submission**

Physical submission of only the following documents may be required:

- i. Original bank guarantee (BG) / demand draft (DD) for EMD
- ii. Original demand draft (DD) for tender fee

3.5.4 **Venue & Deadline for Submission of Proposals**

a) **Online Submission**

The response to RFP, in its complete form as specified in Section 3.5.3 of the RFP, must be submitted on www.eprocure.gov.in by the date and time specified in Section 3.4.3.4 the RFP. Any proposal submitted on the portal after the specified deadline will not be accepted and hence it shall be automatically rejected. The Board shall not be responsible for any delay in the submission of the documents.

b) **Physical Submission**

Original bank guarantee (BG) / demand draft (DD) for EMD & tender fee must be submitted to the Board at the address: **Secretary, Central Board for Secondary Education, Integrated Office Complex, Sector 23, Phase-1, Dwarka, New Delhi – 110077** by the date and time specified in Section 3.4.3.4 of the RFP. Any submission after the specified deadline will not be accepted and hence shall be automatically rejected. The Board shall not be responsible for any delay in the submission of the documents.

c) **Late Submission**

- i. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- ii. The Board shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.
- iii. The Board reserves the right to modify and amend any of the above-stipulated conditions/ criteria depending upon project priorities vis-à-vis urgent commitments.

3.6 Evaluation Process

- a) The Board will constitute a committee to evaluate the responses of the Bidders (**Purchase Committee**).
- b) The Purchase Committee constituted by the Board shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.
- c) The decision of the CBSE in the evaluation of responses to the RFP shall be final. No correspondence will be entertained.
- d) The Purchase Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e) The CBSE reserves the right to reject any or all Proposals on the basis of any deviations contained in them.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

3.6.1 **Proposal Opening**

- a) The sealed covers containing EMD only will be opened by Board
- b) Pre-Qualification and Technical Proposals of only those bidders, whose EMD instruments are found to be in order, will be opened.
- c) Financial bids of only those bidders, whose bids found qualified, will be opened subsequently for further evaluation.
- d) Only one authorized representative of each of the bidders would be permitted to be present at the time of aforementioned opening of the bids.

3.6.2 **Proposal Validity**

The offer submitted by the Bidders should be valid for a period of 90 days from the date of submission of the Proposal.

4. Pre-Qualification/ Eligibility Criteria

The Bidder is expected to submit supporting documents with respect to the below-mentioned eligibility criteria together with the Technical Proposal.

Bidders who fulfill all the Pre-Qualification criteria, will be considered for further Technical Evaluation.

4.1 Compliance to Rule 144 (xi) of GFR 2017

Bidder to mandatorily provide undertaking as provided in Form-14 (under Technical Forms) of this RFP stating the conformance to Rule 144 (xi) of GFR Guidelines for Eligibility of a 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA' is mentioned in Annexure III of Order (Public Procurement No 1) dated 23.07.2020, issued by Department of Expenditure, Ministry of Finance, Government of India.

4.2 Pre-Qualification Criteria

#	Pre-qualification Criteria	Documentary Evidence Required
1	The Bidder should be a company registered under the Companies Act, 2013 or Limited Liability Partnership Firm registered under Limited Liability Partnership Firm Act 2008. Bidder should have registered offices in India and should be in existence for at least the last 5 years, as on 31st March 2025.	Copy Certificate of Incorporation issued by Registrar of Companies
2	The bidder should have a registered number of a. GST b. Income Tax / PAN number	Copies of relevant certificates of registration
3	The Bidder should have an average annual turnover of INR. 50 Crores during the last 3 financial Years [FY2022-23, FY 2023-24, FY 2024-25] from similar business Similar business means the bidder must have implemented and executed services in the areas of the following: a. Scanning of Answer Books (in PDF Format) b. Digital Evaluation System for subjective examination c. <u>Digital Examination and Assessment</u>	Three years audited financial statements AND Statutory auditor's certificate (i.e. FY2022-23, FY 2023-24, FY 2024-25)
4	The Bidder and its OEM should have a positive Net Worth for each of the previous three financial years i.e. [FY2022-23, FY 2023-24, FY 2024-25].	Certificate from CA for each of the three specified financial years.

5	The Bidder should have executed effective 1-Apr-2020 any of the below mentioned projects/assignments of scanning of Answer Books (in PDF format) and Digital Evaluation system for subjective examinations for Central or Public or State University/ State or Central Examination Board. 01 Project value greater than INR 10 Crore OR 02 Projects of Value greater than INR 6 Crore each OR 03 Projects of Value greater than INR 4 Crore each	Work Orders/ Agreement/ Experience certificate
6	The Bidder must have prior experience in implementing the Scanning and Distribution of Subjective Answer Books (in PDF format) for Digital Evaluation in at least two (2) distinct Central or State or Public Universities/ Central or State Examination Boards. This experience should cover a cumulative volume of at least 25,00,000 answer books in each project, per academic year each comprising a minimum of 20 pages, executed between 1st April 2020 to 31 st March, 2025.	Work Orders/ Agreement/ Experience certificate/ Project Completion Certificate) specifying the no. of answer books, number of answer book pages signed by authorized signatory as per the citation of Appendix-I Form 6.
7	The proposed data centre hosting/ Cloud Service Provider (CSP) should be MeitY empanelled, GCC empanelled (Govt. Community Cloud) with STQC audited DC & DR.	<ul style="list-style-type: none"> a. Copy of valid agreement, MoU, or authorization letter issued by the proposed CSP, clearly confirming the business relationship between the Bidder and the CSP. b. CSP Copy of the Meity empanelled certificate, c. CSP Copy of GCC empanelment certificate d. CSP Copy of STQC audited DC certificate e. CSP Copy of STQC audited DR certificate
8	The Bidder should have minimum 50 full - time human resources on their payroll, out of which minimum 15 employees of the Bidder should have Software/ Technology based skillset that are relevant to the scope of this project.	<ul style="list-style-type: none"> a. Self-Certificate (Duly signed by HR Head) by the Bidder confirming fulltime employee strength is minimum 50. b. Self-Certificates (Duly signed by HR Head) by the Bidder confirming 15 employees of the Bidder which are currently on the payroll with Software/Technology based skillset. c. The certified details should have names of the resources along with qualification, skillset and date of joining. d. Self-Certificate by the Bidder to add manpower required for delivering the scope of work as mentioned in RFP.
9	The Bidder must have a valid certification for all as mentioned below: 1) ISO/IEC-27001:2013 or later 2) CMMi Level 3 or above	Copy of the certificate from the concerned accrediting agency

	<p>The certificate shall be valid at the time of submission of the bid and the Selected Bidder shall ensure that the validity of the certificate during the contract period.</p> <p>a. In case the certificate is under renewal, the Bidder to provide the last valid certificate along with a certificate from authorized signatory that the renewed certificate will be made available at least by the time of opening of commercial bids.</p> <p>b. In case the certificate is not provided by the mentioned time, the bidder will be disqualified, and its commercial bids will not be considered for evaluation.</p>	
10	The Bidder must not be currently blacklisted, banned, debarred, or under a declaration of ineligibility by any Central Government, State Government, or any other Government institution/agency in India.	Declaration by authorized signatory of the Bidder on non-judicial stamp paper of INR 100/- (Appendix –I Form 9)
11	The Bidder should necessarily furnish an affirmative statement as to existence of, absence of, or potential for conflict of interest on the part of the bidder, due to prior, current, or proposed contracts, engagements, or affiliations with any of the clients – that may have an impact of the contract with Board	Declaration by authorized signatory of the Bidder
11	Board Resolution/ Power of Attorney, in the name of person signing the Bid, authorizing him/ her to submit/ execute this agreement as a binding document	Board Resolution / Power of Attorney
13	EMD – Refer Date Sheet	Demand Draft / Bank Guarantee

Note:

- i. If the bidder is not the original manufacturer of the proposed software then it should produce Manufacturer Authorization Form (MAF) duly filled from the Original Equipment / Software Manufacturer of the proposed software.
- ii. It is mandatory to submit the specified documents in support of the above eligibility criteria and the company/ firm/ agency is likely to be disqualified should it fail to provide any of the specified documents.
- iii. Change in Eligibility Criteria: If there is a change in the status of the bidder with reference to any of the eligibility criterion specified above, during the bid process till the award of the project, the bidder should immediately bring the same to the notice of the Board.

- iv. The Bidder should provide the experience details of Projects undertaken by it only. Project experience of the Individual Bidder's parent company or its subsidiary will not be considered.
- v. For the purpose of the criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.

4.3 General Instruction of Bidding Process

- a) This invitation for bids is open to all Indian firms who fulfil prequalification criteria as specified in the RFP.
- b) Consortium is not allowed.
- c) Breach of general or specific instructions for bidding, general and special conditions of contract with CBSE or any of its user organizations during the past 3 years may make a firm ineligible to participate in bidding process.
- d) Any specific Company can submit only one bid, and a single company submitting more than one bid shall be disqualified and liable to be black-listed.
- e) Terms and conditions of e-procurement tendering process is mandatory to all the bidders.

5. Technical Evaluation Model

5.1 Technical Qualification Criteria

#	Technical Qualification Criteria	Marks Allocated	Max Marks	Documentary Evidence Required
A	Past Experience of the Bidder		35	
A1	<p>An average annual turnover of the bidder during the last 3 financial Years [FY2022-23, FY 2023-24, FY 2024-25] from similar business</p> <p>Similar business means the bidder must have implemented and maintained the following:</p> <ol style="list-style-type: none"> Scanning of Answer Books (in PDF Format) Digital Evaluation System for subjective examination <u>Digital Examination and Assessment.</u> 	<p>≥ INR 50 Cr and < INR 60 Cr = 2 Marks</p> <p>≥ INR 60 Cr and < INR 70 Cr = 4 Marks</p> <p>≥ INR 70 Cr = 5 Marks</p>	5	<p>Three years audited financial statements AND Statutory auditor's certificate (i.e. [FY2022-23, FY 2023-24, FY 2024-25])</p> <p>NB: - If statutory auditor certificate for FY 2024-25 is not available may submit audited statement certified by the CA.</p>
A2	<p>The Bidder must have prior experience in implementing the Scanning and Distribution of Subjective Answer Booklets (in PDF format) for Digital Evaluation in at least two (2) distinct Central or State or Public Universities/ Central or State Examination Boards. This experience should cover a cumulative volume of at least 25,00,000 answer books in each project, per academic year each comprising a minimum of 20 pages, executed between 01-Apr-2020 to 31st March, 2025.</p>	<p>For cumulative no. of answer books –</p> <p>≥ 50,00,000 and < 55,00,000 = 6 Marks</p> <p>≥ 55,00,000 and < 60,00,000 = 8 Marks</p> <p>≥ 60,00,000 = 10 Marks</p>	10	<p>Work Orders/ Agreement</p> <p>OR</p> <p>Experience certificate/ Project Completion Certificate) specifying the no. of answer books, (more than 20 pages answer books) signed by authorized signatory as per the citation of Appendix-I Form 6</p>
A3	<p>Bidder experience in Scanning of subjective answer booklets, executed between 01-Apr-2020 to 31st March, 2025.</p>	<p>1 Mark for each completed project</p>	5	<p>Work Orders/ Agreement/ Completion Certificate</p>
A4	<p>Experience in Digital Evaluation of subjective answer booklets, executed between 01-Apr-2020 to 31st March, 2025.</p>	<p>2 Marks for each completed project</p>	10	<p>Work Orders/ Agreement/ Completion Certificate</p>
A5	<p>Experience in conducting concurrent digital evaluation assessment at multiple evaluation centres (EC), executed between 01-Apr-2020 to 31st March, 2025.</p>	<p>1 EC = 1 Mark</p> <p>2-4 EC = 3 Marks</p> <p>> 4 EC = 5 Marks</p>	5	<p>Work Orders/ Client Certificates clearly mentioning locations</p>

#	Technical Qualification Criteria	Marks Allocated	Max Marks	Documentary Evidence Required
B	Manpower Requirements		15	
B1	The Bidder must have a minimum of 50 full-time employees on their payroll. Of these, at least 15 employees must possess software/technology-based skillsets relevant to the scope of this project, thereby maintaining a minimum ratio of 50:15 between total full-time staff and technically qualified personnel.	For Human resources: ≥ 50 and $< 75 = 10$ Marks ≥ 75 and $< 100 = 12$ Marks $\geq 100 = 15$ Marks	15	a. Self-Certificate (Duly signed by HR Head) by the Bidder confirming full-time employee strength. b. Self-Certificates (Duly signed by HR Head) by the Bidder confirming employees of the Bidder which are currently on the payroll with Software/ Technology based skillset. c. The certificate should have names of the resources along with skillset and date of joining. d. Self-Certificate by the Bidder to add manpower required for delivering the scope of work as mentioned in RFP.

#	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
C	Certifications	10	
C1	CMMI Level 3 - 3 Marks OR CMMI Level 4 - 4 Marks OR CMMI Level 5 - 5 Marks	5	Copy of the Certificate
C2	ISO/IEC 20000-1:2018 or later (Information technology — Service management)	2	Copy of the Certificate
C3	ISO/IEC 22301:2019 or later (Security and resilience — Business continuity management systems)	2	Copy of the Certificate
C4	ISO 9001	1	Copy of the Certificate

Note:

- In case the certificate is under renewal, the Bidder to provide the last valid certificate along with a certificate from authorized signatory that the renewed certificate will be made available at least by the time of opening of commercial bids.
- In case the certificate is not provided by the mentioned time, the marks will not be awarded for that particular certificate.

#	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
D	Approach & Methodology	25	
D1	Solution Architecture	09	
D1.1	Process Understanding and Detailing <ul style="list-style-type: none"> Description of end-to-end process flow from physical answer booklet scanning to final evaluation output, including logistics, tracking mechanisms, error handling, and version control. 	2	Technical Proposal (Bidders must include architecture diagrams, process flows, component descriptions, and technology stacks as part of the technical proposal)
D1.2	Alignment with CBSE Requirements <ul style="list-style-type: none"> Demonstrated understanding of CBSE's operational environment (regional offices, exam scale, confidentiality, timelines) and how the proposed architecture supports these specific requirements. 	2	
D1.3	Technical Architecture and Stack <ul style="list-style-type: none"> Detailed architecture diagram, components, technologies used, scalability, fault tolerance, interoperability with CBSE systems. 	2	
D1.4	Innovation and Differentiators <ul style="list-style-type: none"> Use of advanced technologies such as AI/ML for answer script categorization, automated flagging of anomalies, intelligent dashboards, or any other value-added features. 	1	
D1.5	Reporting and MIS <ul style="list-style-type: none"> Mechanism for real-time reporting, audit trails, evaluator performance tracking, and integration with CBSE dashboards. 	2	

D2	Data Security & Compliance	06	
D2.1	End-to-End Encryption <ul style="list-style-type: none"> Encryption of data at rest and in transit (e.g., AES-256, TLS 1.2+); mechanisms for secure upload/download and controlled access. 	1	Technical Proposal (Detailed Security Architecture, Compliance Statement, Anonymization Approach, and applicable certificates)
D2.2	Role-based Access & Audit Trails <ul style="list-style-type: none"> Implementation of role-based access control (RBAC), with tamper-proof audit trails of all user actions including evaluators, coordinators, and administrators. 	2	
D2.3	Data Anonymization <ul style="list-style-type: none"> Methods used to anonymize candidate details for evaluators to prevent bias and ensure confidentiality. 	1	
D2.4	Certifications and Standards <ul style="list-style-type: none"> Details of ISO 27001 certification, secure software development lifecycle (SSDLC) practices, and compliance with OWASP, CERT-In, etc. 	1	
D2.5	Compliance with DPDP Act <ul style="list-style-type: none"> Demonstrated adherence to provisions of the Digital Personal Data Protection (DPDP) Act, including consent management, purpose limitation, and lawful processing of student and evaluator data. 	1	

D3	Training & Change Management Methodology	5	
D3.1	Training Plan and Schedule <ul style="list-style-type: none"> Timeline, frequency, duration, mode (online/onsite/hybrid) and region-wise coverage of training activities. 	1	Technical Proposal (Training schedule, sample module, screenshots of LMS/portal (if applicable), and trainer profiles to be included)
D3.2	Content and Customization <ul style="list-style-type: none"> Quality and relevance of training material (manuals, quick reference guides, video tutorials, FAQs) tailored for different roles. 	1	
D3.3	Trainer Credentials and Delivery Method <ul style="list-style-type: none"> Credentials of proposed trainers and adoption of interactive/digital tools for training delivery (e.g., LMS platforms, quizzes, feedback loops). 	1	
D3.4	Hands-on Practice and Assessments <ul style="list-style-type: none"> Simulations, mock evaluations, or sandbox environments for evaluators; provision for feedback and improvement. 	1	
D3.5	Change Management Approach <ul style="list-style-type: none"> Stakeholder communication plan, resistance management, phased rollout, feedback incorporation mechanism. 	1	

D4	Business Continuity / Disaster Recovery Plan	5	
D4.1	DR Architecture & Setup <ul style="list-style-type: none"> Description of DR site (location, infrastructure, active-passive or active-active setup), RTO and RPO metrics. 	1	Technical Proposal (DR Architecture Document, MoU with DC/CSP, backup schedule, incident escalation matrix to be enclosed)
D4.2	Hosting Environment <ul style="list-style-type: none"> Use of MeitY-empaneled, STQC-audited DC/DR facilities and alignment with GCC norms. 	1	
D4.3	Data Backup & Restoration Plan <ul style="list-style-type: none"> Frequency of backups, retention period, secure offsite/onsite storage, automated restoration mechanism. 	1	
D4.4	DR Drill & Testing Mechanism <ul style="list-style-type: none"> Plan for periodic DR drills, reporting of test results, rectification of gaps, and continuous readiness. 	1	
D4.5	Escalation and Continuity Framework <ul style="list-style-type: none"> Governance model for incident response, roles/responsibilities matrix, escalation channels, and communication protocol during disruptions. 	1	

#	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
E	Other Requirements	15	
E1	Technical Presentation <ul style="list-style-type: none"> Live Demonstration and Presentation on Proposed Solution, including one real-time use case PoC 	15	Presentation to Evaluation Committee

5.2 Presentation of Proposed Solution

- a) Bidders conforming to the pre-qualification criteria will be invited to make a presentation of the proposed solution as defined in this section.

- b) The presentation of proposed solution will be held at the specified date and time **(to be informed later)** at **Central Board for Secondary Education, Integrated Office Complex, Sector 23, Phase-1, Dwarka, New Delhi – 110077**.
- c) Post opening of Technical Bid, bidder should be ready with all the necessary arrangement to demonstrate to the Committee its digital scanning and e-Evaluation solution. The Committee may even request to carry out the physical verification at Bidder's client site where the similar solution is successfully implemented by bidder as mentioned in Technical Evaluation Bid.
- d) CBSE may seek clarifications from the bidder on the Technical Bid. Any of the clarifications by the bidder on the Technical Bid should not have any commercial implications. The Commercial Bid submitted by the bidder should be inclusive of all the items in the Technical Bid and should incorporate all the clarifications provided by the bidder on the Technical Bid during the evaluation of the technical offer.
- e) The board's decision for Technical Evaluation will be final and would be binding upon the bidder.

5.3 Commercial Bid Evaluation

- a) The Bidder would be technically evaluated out of 100 marks.
- b) All the Bidders who secure an overall minimum of 70% in technical evaluation will be considered as technically qualified
- c) Technical scores of all Bidders will be calculated on the basis of the following formula:

Technical Score (TS) = Score obtained by Bidder in technical evaluation x 70%

- i. The Financial Bids of only technically qualified bidders will be opened on a specified date and time to be intimated to the respective Bidders by Board.
- ii. The Commercial Bids will be evaluated by the Board for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii. The overall Contract Value shall be used by the Board for the purpose of financial evaluation of bids and determination of the successful bidder.
- iv. The Bid having the Lowest Commercial Quote shall be termed as the Lowest Financial Bid (LFB) and will be awarded 100 marks.
- v. Commercial score of all Bidders will be calculated on the basis of the following formula:

Commercial Score (CS) = (LFB/F) x 100 x 30%
where F = Quoted amount by the respective Bidder

- vi. Composite score of each bidder will be computed by adding the Technical Score and Commercial Score on the basis of the following formula:

$$\textbf{Composite Score} = \textbf{TS} + \textbf{CS}$$

- vii. The Bidder whose bid has secured the "Highest Composite Score" out of 100 as per above evaluation will be considered as best evaluated Bid.
- viii. In the event the composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

6. Appointment of Systems Implementation Agency/Partner

6.1 Award Criteria

The Board will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined.

6.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

The Board reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Board action.

6.3 Notification of Award

- a) Prior to the expiration of the validity period, Board will notify the successful Bidder in writing or by email, that its proposal has been accepted (Letter of Intent). In case the tendering process/ public procurement process has not been completed within the stipulated period, the Board, may request the Bidders to extend the validity period of their Proposal.
- b) The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

6.4 Board Contract Finalization and Award

- a) The Board shall reserve the right to negotiate with the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation of the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC).
- b) On this basis the draft contract agreement would be finalized for award & signing.

6.5 Performance Bank Guarantee

- a) On receipt of a letter of intent from the Board, the successful Bidder will furnish a Performance Bank Guarantee equivalent to **5%** of the total contract value, on or before the signing of the subsequent contract, within 15 days from notification of award. In case the successful Bidder fails to submit Performance Bank Guarantee within the time stipulated, the Board may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.
- b) The Performance Bank Guarantee furnished by the successful Bidder shall be in the manner prescribed in Appendix III: Form 1. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.

- c) The Performance Bank Guarantee will have to be renewed for such further periods till validity of the contract and thereafter the Performance Bank Guarantee shall be refunded to the vendor without any interest.
- d) The vendor shall not assign or sublet any activities under the contract or any part thereof to any other agency. Any violation of this condition, including any form of assignment or subletting, shall constitute a material breach of contract and shall result in termination of the contract and forfeiture of the Performance Bank Guarantee.
- e) Board may, at any time, terminate the contract by giving written notice to the vendor without any compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Board.
- f) In the event the selected bidder's company or the division concerned of the company is taken over / bought over by another company, all the obligations and execution responsibilities under the agreement with the Board, should be passed on for compliance by the new company in the negotiation for their transfer.

6.6 Signing of Contract

- a) Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the Board and the successful Bidder.
- b) In case of exigency / non-performance / default, if Board gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

6.7 Failure to Agree with the Terms and Conditions of the RFP

- a) Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Board may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.
- b) In such a case, the Board shall invoke the PBG of the most responsive Bidder.

6.8 General Terms & Conditions

6.8.1 Key Terms and Conditions

- a) Unless specified by the Board to the contrary, the Bidder shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work, Service Specifications and Service Levels as laid down in this tender.
- b) If the Contract, Scope of Work, Service Specification includes more than one document, then unless Board specifies to the contrary, the latter in time shall prevail over a document of earlier date to the extent of any inconsistency.

- c) Board reserves the right to amend any of the terms and conditions in relation to the Contract/ Service Specifications upon agreement with the Service Provider and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Schedule of Requirements.
- d) If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of Board's changed order.

6.8.2 Transition Management

- a) Post the contract period, the Bidder is expected to provide a smooth handover of all the knowledge material and assets to Board at no transfer cost.
- b) Post the contract period, if a new vendor is selected by Board for the next contract, the Bidder is expected to provide adequate knowledge transfer and training to the new vendor over a period of contract. The knowledge transfer/training should necessarily cover details on
 - E-Evaluations modules – Design, Development, Operations and Maintenance aspects
 - Database architecture and management
 - Nature and type of incidents and resolutions including any FAQs and reference material
 - Effective resolution mechanisms, if any, etc.

6.8.3 Board's Right of Monitoring, Inspection and Periodic Audit

- a) Board reserves the right to inspect and monitor/assess the progress/ performance/ maintenance of the systems at any time during the course of the Contract. Board may demand and upon such demand being made, the Board shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.
- b) Board shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by Board and the Bidder undertakes to cooperate with and provide to Board/ any other agency appointed by Board, all documents and other details or information as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which Board may, without prejudice to any other rights that it may have, issue a notice of default.

6.8.4 Intellectual Property Rights

- a) In case of Bespoke development of the application: The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Board and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals as may be necessary as per the existing laws in India to effectively transfer such rights to the Board. Once transferred, the Board shall own and have a right to use all such Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to program source codes, all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.
- b) In case of deployment of COTS products: Board shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all program source codes, processes, products, specifications, reports and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. All documentation and configuration items such as scripts, code, queries etc. developed by the Bidder shall be property of the Board. The Bidder should create a repository of such resources and provide access to Board. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Board and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Board
 - Bidder shall not only support Board with the proposed COTS during the contract period, but also, confirm that after the expiration / termination of the initial contract, continued support will be provided by the Bidder to the Board, in case Board chooses to maintain / upgrade the COTS proposed, either directly or through third party agency(ies)
 - Continued support to the Board will be subject to the purchase of support by the Board post termination / expiry of contract
 - The customized source code with its full rights shall be handed over to the Board
- c) If Board desires, the Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied/ installed by the Bidder, and which may be assigned by the Board to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract, shall be

acquired in the name of the Board, prior to termination of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Board.

- d) The Bidder / Bidder's Team shall ensure that while it uses any software, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Board indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or the Bidder's Team during the course of performance of the Services. In case of any infringement by the Bidder / Bidder's Team, Bidder shall have sole control of the defense and all related settlement negotiations.

6.8.5 Information Security

- a) The Bidder / Bidder's Team shall not carry any written/printed document, layout diagrams, CDs, DVDs, hard disk, storage tapes, other storage devices or any other goods /material proprietary to Board into / out of the Data Centre Sites and Board office location without written permission from the Board.
- b) The Bidder / Bidder's Team shall not destroy any unwanted documents, defective tapes/media present at the Data Centre Sites and Board office location on their own. All such documents, tapes/media shall be handed over to the Board.
- c) All documentation and media at the Datacenter Sites shall be properly identified, labeled and numbered by the Bidder. Bidder shall keep track of all such items and provide a summary report of these items to the Board on a monthly basis.
- d) The Bidder / Bidder's Team shall follow Board's Information Security policy, if any. Access to Board and Board's data and systems, Email and Internet facility by the Bidder / Bidder's team at the Data Centre Sites and Board office location shall be in accordance with the security and access policies set by the Board, if any.
- e) Bidder / Bidder's Team acknowledge that Board's business data and other Board proprietary information or materials, whether developed by Board / or being used by Board pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Board; and Bidder along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Board depends, among other things, upon Bidder keeping such proprietary information confidential and that

unauthorized disclosure of the same by Bidder / Bidder's team could damage the goodwill of Board, and that by reason of Bidder / Bidder's duties hereunder. Bidder / Bidder's team may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Bidder shall use such information only for the purpose of performing the said services

- f) Bidder shall, upon termination of this agreement for any reason, or upon demand by Board, whichever is earliest, return any and all information provided to Bidder by Board, including any copies or reproductions, both hardcopy and electronic.

6.8.6 **Records of Contract Documents**

- a) The Bidder shall at all times make and keep sufficient copies of the process manuals, training manuals operating procedures, specifications, Contract documents and any other documentation at head quarter/division/circle level to fulfill its duties under the Contract.
- b) The Bidder shall keep at CBSE head quarter at least three copies of each and every specification and contract document, in excess of his own requirement and those copies shall be available at all times for use by Board's Representative and by any other person authorized by Board's Representative. Where one or more of Bidder's offices are deployed in the works, all requirements of the Contract and Bidder's obligation under the Contract shall apply equally at each office so deployed.

6.8.7 **Ownership and Retention of Documents**

- a) Board shall own the Documents, prepared by or for the Bidder arising out of or in connection with this Contract.
- b) Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by Board, the Bidder shall deliver to Board all documents provided by or originating from Board and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by Board at no additional cost. The Bidder shall not, without the prior written consent of Board store, copy, distribute or retain any such Documents.

6.8.8 **Confidentiality**

- a) The Bidder shall not use Confidential Information, the name or the logo of Board and Board except for the purposes of providing the Service as specified under this contract;
- b) The Bidder may only disclose Confidential Information in the following circumstances:

- with the prior written consent of Board;
- to a member of the Bidder's Team ("Authorized Person") if:
 - the Authorized Person needs the Confidential Information for the performance of obligations under this contract;
 - the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract. The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Board.
- c) The Bidder shall notify Board promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of Board.
- d) Bidder shall be liable to fully recompense Board for any loss of revenue arising from breach of confidentiality. Board reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

6.8.9 **Change Orders/Alteration/Variation**

- a) The Bidder agrees that the requirements and Service requirements given in the Tender documents are minimum requirements and are in no way exhaustive and guaranteed by the Board:
 - Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, drawings etc. of the Tender documents which the Bidder had not brought out to the Board's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Board.
 - It shall be the responsibility of the Bidder to meet all performance and other requirements of the Board as stipulated in the Tender document/ Contract. Any upward revisions / additions of quantities, specifications, technical manpower, service requirements to those specified by the Bidder in his Bid documents, that may be required to be made during installation / acceptance of the System or at any time during the currency of the contract in order to meet the conceptual design, objective and performance levels or other requirements as defined in the Tender documents shall not constitute a change order and shall be carried out by the Bidder without any change order and without any time and cost effect to the Board whatsoever
- b) The Board will have the option to increase or decrease the Quantities, Licenses and/or Specifications of the services to be supplied and installed by the Bidder

or service requirements, as mentioned in the Contract, at any time during the contract period.

- c) In case of increase in Service requirements or in case of additional requirement, the Bidder agrees to carry out / provision for such additional requirement at the rate and terms and conditions as provided in the Contract or as mutually agreed to by both the parties except for the appropriate extension of time to be allowed for commencement of such services. In case of decrease in Service requirements, the Bidder shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.

6.8.9.1 **Conditions for Change Order**

- a) The change order will be initiated only in case (i) the Board directs in writing to the Bidder to include any addition to the scope of work or services covered under this Contract or delete any part thereof, (ii) Bidder requests to delete any part of the work which will not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the Board and for which cost and time benefits shall be passed on to the Board.
- b) Any change order comprising an alteration which involves change in the cost of the goods and/or services (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any.
- c) If the Contract provides applicable rates for the valuation of the variation in question the Contract Value shall subject to Clause (d) of this section be increased or decreased in accordance with those rates.
- d) If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall negotiate a revision of the Contract Value which shall represent the change in cost of the goods and/or works caused by the Variations. Any change order shall be duly approved by the Board in writing. In case of any change request entailing additional payment, the additional payment must be agreed upon and must be preapproved by Board before SP executes the same.
- e) If there is a difference of opinion between the Bidder and Board's Representative on whether a particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause (k) of Section 6.8.9.2.

6.8.9.2 **Procedures for Change Order**

- a) Upon receiving any revised requirement/ advice, in writing, from the Board, the Bidder would verbally discuss the matter with Board's Representative.
- b) In case such requirement arises from the side of the Bidder, he would also verbally discuss the matter with Board's Representative giving reasons thereof.

- c) In either of the two cases as explained in Clause (a) and Clause (b) of this section, the representatives of both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.
- d) If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the Bidder and Board to confirm a "Change Order" and basic ideas of necessary agreed arrangement.
- e) Bidder will study the revised requirement in accordance with the joint memorandum under Clause (d) of this section and assess subsequent schedule and cost effect, if any.
- f) Upon completion of the study referred to above under Clause (e) of this section, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Board to enable the Board to give a final decision whether Bidder should proceed with the change order or not in the best interest of the works.
- g) The estimated cost and time impact indicated by Bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order.
- h) The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents.
- i) In case Bidder fails to submit all necessary substantiation/calculations and back up documents, the decision of the Board regarding time and cost impact shall be final and binding on the Bidder.
- j) If Board accepts the implementation of the change order under Clause (f) of this section in writing, which would be considered as change order, then Bidder shall commence to proceed with the enforcement of the change order pending final agreement between the parties with regard to adjustment of the Contract Value and the Schedule.
- k) In case, mutual agreement under Clause (d) of this section, i.e. whether new requirement constitutes the change order or not, is not reached, then Bidder in the interest of the works, shall take up the enforcement of the change order, if advised in writing to do so by Board's Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated taking into account the records kept in accordance with the Contract.
- l) The Bidder shall submit necessary back up documents for the change order showing the break-up of the various elements constituting the change order

for the Board's review. If no agreement is reached between the Board and Bidder within 60 days after Board's instruction in writing to carry out the change concerning the increase or decrease in the Contract Value and all other matters described above, either party may refer the dispute to arbitration.

6.8.9.3 Conditions for revised work / change order

The provisions of the Contract shall apply to revised work / change order as if the revised work / Change order has been included in the original Scope of work. However, the Contract Value shall increase / decrease and the schedule shall be adjusted on account of the revised work / Change orders as may be mutually agreed in terms of provisions set forth in Section 6.8.9.2. The Bidder's obligations with respect to such revised work / change order shall remain in accordance with the Contract.

6.8.10 Suspension of Work

- a) The Bidder shall, if ordered in writing by Board's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Bidder, and lasts for a period of more than 2 months, the Bidder shall have the option to request Board to terminate the Contract with mutual consent.
- b) If the Bidder is not able to comply with the contractual obligations, the EMD/Bank Guarantee for Contract Performance will be forfeited in full. Besides legal action shall be taken separately.

6.8.11 Penalty Calculation Process

Any unjustified and unacceptable delay beyond the delivery, installation and commissioning schedule as per contract will render the Bidder liable for penalty or liquidity damages as per the rates mentioned in "Appendix V: Service Level Agreement" subject to a limit of 10% of the total contract value.

6.8.12 Payment Process

- a) Board shall make payments only to the Bidder at the times and in the manner set out in the Payment schedule as specified later in this RFP in Section 8 subject always to the fulfillment by the Bidder of the obligations herein. Board will make all efforts to make payments to the Bidder within 30 days of receipt of invoice(s) and all necessary supporting documents.

- b) Board shall make all payments under this Contract, as set out in the Payment clause to the Bidder only and shall not be liable to make any payments or for any other related obligation under this contract to any other party including but not limited to the Bidder's sub-contractors or any other member of Bidder's Team or any third party engaged by the Bidder in any way connected with the discharge of the Bidder's obligation under the Contract and in any manner whatsoever. The Bidder shall be fully liable and responsible for meeting all such obligations and all payments to be made to the aforesaid entities/parties.
- c) All payments agreed to be made by Board to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Board shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services.
- d) Payment shall be paid at the times and in the manner set out in the Payment schedule as specified under Section 8: Payment Schedule, against value of contract. GST shall be charged on actuals as per the applicable rates. However, GST shall be reimbursed against submission of payment proofs. Works contract taxes, if any applicable, shall be reimbursed against actual and against submission of payment proofs.
- e) In case of change in taxes under change in law, appropriate parties shall be passed the benefit of the same over and above the contract value. No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work change order has been approved by the Board as per mutually agreed rates in writing in accordance with Clause on Change order.
- f) In the event of Board noticing at any point of time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Board, the Board shall, after notifying the Authorized Representative of the Bidder in writing and without prejudice to its rights, deduct such amount from any payment due to the Bidder or recover such amounts by other means. The details of such recovery, if any, will be intimated to the Bidder within a stipulated time frame as agreed to by both the parties.
- g) In the event of the Bidder noticing at any point of time that there has been short payment by the Board on any invoice, the Bidder shall bring it to the record of the Authorised Representative of the Board. The amount due to the Bidder will be released through a fresh invoice or as mutually agreed to by both the parties.

6.8.13 Deductions

All payments to the Bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Board may have paid

or incurred, for which under the provisions of the Contract, the Bidder is liable, the same shall be deducted by Board from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Board to the Bidder on chargeable basis.

6.8.14 Duties, Taxes and Statutory levies

- a) The Bidder shall bear all personnel taxes levied or imposed on its personnel, sub- contractor(s), consultants, or any other member of Bidder's Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied or imposed on the Bidder on account of payments received by it from the Board for the work done under this Contract.
- b) Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from the Board for work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Board such information, as it may be required in regard to the Bidder's details of payment made by the Board under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Board shall at all times be in accordance with Indian Tax Law and the Board shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.
- c) If there is any increase / reduction in taxes / duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Board.
- d) The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and the Board shall not bear responsibility for the same. Bidder shall indemnify Board against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Board/Bidder.
- e) The Board shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

6.8.15 Protection and Limitations

The warranty period for the systems shall be taken into account from the date of completion of supply of products, its successful installation/ commissioning and

acceptance by Board. Failure to provide satisfactory warranty service/support shall attract penalties.

6.8.16 Representation and Warranties

- a) In order to induce the Board to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:
- i. That the selected Bidder has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Board under this contract
 - ii. That the Bidder is not involved in any major litigation or legal proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.
 - iii. That the representations and warranties made by the Bidder in its Bid, Tender and Contract are and shall continue to remain true and correct throughout the term of this Contract and Bidder shall fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the Board specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.
 - iv. That the Bidder and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the Tender and this Contract.
 - v. That the Bidder shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced.
 - vi. That the Bidder /Bidder's Team shall use such assets of the Board as the Board may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
 - vii. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Board indemnified in relation thereto.

- viii. That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.
- ix. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- x. That all conditions precedent under the Contract have been satisfied.
- xi. That neither the execution and delivery by the Bidder /Bidder's Team of the Contract nor the Bidder's /Bidder Team's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.
- xii. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- xiii. That the Bidder confirms that there has not been and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Board, which may directly or indirectly have a bearing on the Contract or the project.
- xiv. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- xv. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the performance of the project under this contract and regarding the same the Bidder does not, so far as the Bidder is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Bidder is aware, none of the Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and

operations for the performance of this contract are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Board indemnified in relation thereto. The remedy for any breach of this Clause shall be the indemnity set forth in Clause (c) of Section 5.8.4 for Intellectual Property Rights.

- xvi. That the Bidder agrees to incorporate, within the contract value, all hardware configuration, software changes, upgrades and patches to the system, announced by him/ respective OEM from time to time keeping in view the advancement in technology, shortcomings of the system and any changes required for improving the overall efficiency of the system during the contract period.
 - xvii. That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied software and hardware to meet the requirements of the project.
 - xviii. If and when the system and/or components of the system are required to be relocated/ shifted within the same Data Center Site or to a new Data Center Site, the Bidder shall undertake required work related for de-commissioning/ re-commissioning and other associated work, at no additional cost to the Board. Associated costs for transportation, insurance and packing shall however be borne by the Board. For any such relocation / shifting efforts beyond two such occurrences during the contract period, extra charges shall be mutually agreed upon.
- b) For the specified SLAs, the Bidder should additionally warrant the following conditions:
- i. The Bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLA and to provide the Services;
 - ii. The SLA has been executed by a duly authorized representative of the Bidder;
 - iii. The Bidder is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence in compliance with the applicable laws;
 - iv. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel;

- v. Bidder has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the Services;
- The Services will be supplied in conformance with all applicable laws, enactments, orders and regulations;
 - Bidder will use its reasonable endeavors to ensure that the software supplied and/or used in the course of the provision of the Services, are updated, new, operational and functional; and
 - If Bidder uses, in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's warranties relating to those components, equipment, software and hardware to Board to the extent possible. In the event that such warranties cannot be enforced by the Board, the Bidder will enforce such warranties on behalf of the Board and pass on to the Board, the benefit of any other remedy received in relation to such warranties.

6.8.16.1 **Warranties regarding project assets**

- a) A comprehensive warranty applicable on goods supplied under this contract shall be provided by the respective OEM for the period of contract from the date of acceptance of the respective system by the Board.
- b) Technical Support for Software applications shall be provided by the respective OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications.
- c) The Bidder warrants that the Goods supplied under the Contract shall not be nearing End of sale / End of support; and shall be supported by the Bidder and respective OEM along with service support to ensure its efficient and effective operation for the entire duration of the contract.
- d) The Board shall promptly notify the Bidder in writing of any claims arising under this warranty.
- e) If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Board may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Board may have against the Bidder under the Contract.
- f) Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable

- g) In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under the Agreement
- h) Notwithstanding what has been stated elsewhere in this RFP and the Appendices attached herein, in the event the Service Provider is unable to meet the obligations pursuant to the implementation of the Projects and/or provide the Operations and Maintenance Services and any related scope of work as stated in this RFP and the Appendices attached herein, Board will, inter alia, have the option to invoke the Performance Bank Guarantee after serving a written notice fifteen days in advance on the Service Provider. Such right of the Board shall be without prejudice to any other rights or remedies available under law or agreement.

6.8.17 **Limitation of Liability**

- a) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- b) Except in the case of Gross Negligence or Willful Misconduct on the part of the Bidder/Bidder's Team or on the part of any person or firm acting on behalf of the Bidder executing the work or in carrying out the Services, the Bidder, with respect to damage caused by the Bidder including to property and/or assets of the Board or of any of Board's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.
 - i. For the purposes of the Clause (b) of this section, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.
 - ii. "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life,

personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

- c) This limitation of liability slated in Section 5.8.18, shall not affect the Bidder liability, if any, for direct damage by Bidder/Bidder's Team to a Third Party's real property, tangible personal property or bodily injury or death caused by the Bidder/Bidder's Team or any person or firm/company acting on behalf of the Bidder in executing the work or in carrying out the Services."

6.8.18 **Data protection and use**

- a) In the course of providing the Services the Bidder may be compiling, processing and storing proprietary Project Data relating to the Board.
- b) Bidder and Board are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Project Data.
- c) As a processor of Project Data, the Bidder will process Project Data in accordance with the terms of this Tender and the **Digital Personal Data Protection Act (DPDP Act), 2023**.
- d) The Bidder shall not transfer any Project Data to any person or organization unless otherwise authorized by the Board in this regard.
- e) Upon reasonable written request from a Party, the other Party will provide the requesting Party with such information that it has regarding the Project, its Data and its processing which is necessary to enable the requesting party to comply with its obligations under the applicable data protection law or regulation.

6.8.19 **Audit, access and reporting**

- a) Bidder shall monitor progress of all the activities related to the execution of this contract and shall submit to the Board, at no extra cost, progress reports with reference to all related work, milestones and their progress during the implementation phase on a fortnightly basis.
- b) Post completion of each Phase, the Bidder shall submit to the Board, MIS reports on an ongoing basis.
- c) Bidder should ensure MIS reporting as per defined service levels in Appendix V: Service Level Agreements of the RFP.
- d) Formats for all above-mentioned reports and their dissemination mechanism shall be discussed and finalized at the Kick-Off meeting. The Board on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- e) Periodic meetings shall be held between the representatives of the Board and the Bidder once every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held on an ongoing basis, once in every 30 days to discuss the performance of the contract.

- f) Bidder shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- g) A Core Committee involving representative of the Board, Board representative and senior officials of the Bidder shall be formed for the purpose of this contract. This committee shall meet at intervals, as decided by the Board later, to oversee the progress of the project.
- h) All the goods, services and manpower to be provided / deployed by the Bidder under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Board's representative in accordance with the Contract.
- i) The Board reserves the right to inspect and monitor/assess the progress/ performance of the work / services at any time during the course of the Contract. The Board may demand and upon such demand being made, the Bidder shall provide documents, data, material or any other information which the Board may require, to enable it to assess the progress/ performance of the work/ service.
- j) At any time during the course of the Contract, the Board shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Board and the Bidder undertakes to cooperate with and provide to the Board/ any other agency appointed by the Board, all Documents and other details as may be required by them for this purpose. Such an audit shall not include Bidder's books of accounts.
- k) Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/ standards, the Board's representative shall so notify the Bidder in writing.
- l) The Bidder shall reply to the written notice giving details of the measures they propose to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to Tender requirements. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Board or Board's representative that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Board's representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements
- m) The submission seeking approval by the Board or Board's representative of such programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract.

- n) In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Bidder shall deploy extra manpower/ resources to make up the progress or to meet the Tender requirements. Programme for deployment of extra manpower/ resources will be submitted to the Board for its review and approval. The time and cost effect in this respect shall be borne, by the Bidder within the contract value.

6.8.20 Bidder's obligation

- a) The Bidder's obligations shall include all the activities specified by the Board in the Scope of Work and other sections of the Tender and Contract and changes thereof to meet the Board's objectives and operational requirements. It will be the Bidder's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and the Contract.
- b) Security and safety of data will be the responsibility of the selected bidder and after completion of the project complete data for all the application software will be handed over to the Board and the Board reserves the right to validate the data and selected bidder will provide necessary assistance. However, the physical security of infrastructure will be the responsibility of the Board.
- c) The Bidder shall be responsible to the Board for meeting all obligations of the sub-contractors (if any) for executing the 'Scope of Work' and meeting all obligations of this tender. The Bidder shall also be the sole point of contact for all matters relating to this Tender and Contract thereof.
- d) Board reserves the right to require changes in personnel which shall be communicated to the Bidder. Bidder with the prior approval of the Board may make additions to the project team. Bidder shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.
- e) In case of change in its team members, Bidder shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover/ takeover of documents and other relevant materials between the outgoing and the new member.
- f) The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Board. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Board's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Board and the Bidder shall be liable for any non-performance, non-

- compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
- g) The Bidder shall ensure that all the personnel identified for this project have a high level of integrity. Bidder shall undertake necessary due diligence to ensure that the personnel have high standard of trustworthiness. In addition, the Bidder would also get the background verification checks carried out for the personnel deployed, & will submit an undertaking verifying the same, as and when demanded by the Board. Board reserves the right to carry out background verification beyond the undertaking submitted by the successful bidder.
 - h) The Bidder shall provide its team, at the Data Centre Sites and Board office location(s), requisite equipment & tools etc. that may be required by it during the contract period for performance of Services under this contract, at no extra cost to the Board, as per the SLAs defined in the RFP
 - i) The Bidder shall be fully responsible for deployment / installation / development and integration of all the software and hardware components and resolve any problems / issues that may arise due to integration of components.
 - j) The Bidder shall ensure that the OEMs supply equipment/components including associated accessories and software required and shall support the Bidder in the installation, commissioning, integration and maintenance of these components during the entire period of contract. The Bidder shall ensure that the COTS OEMs supply the software applications and shall support the Bidder in the installation/ deployment, integration, roll-out and maintenance of these applications during the entire period of contract.
 - k) All the software licenses that the Bidder proposes should be perpetual software licenses ie. one time license cost should cover all future updates & support. The software licenses shall not be restricted based on location and the Board should have the flexibility to use the software licenses for other requirements if required. Any software as a service solution should be provided for the entire contract period.
 - l) The Bidder shall ensure that the Annual Maintenance support for the software components is provided for the period from date of deployment of the software component till the end of contract. Annual Maintenance support shall include patches, updates and upgrades of the software. Bidder shall ensure that there is a comprehensive onsite warranty / support arrangement for the aforementioned period with all the OEMs or transfer in favour of Board for the benefit of any warranties given by OEMs.
 - m) The Bidder shall ensure that they conduct the preventive maintenance on a monthly basis and break-fix maintenance in accordance with the best practices followed in the industry.

- n) The Bidder shall ensure that the documentation and training services associated with the components shall be provided by the OEMs without any additional cost to the Board.
- o) The Bidder's Representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. The Bidder's Representative(s) shall liaise with the Board's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to Board's representative in the manner required by them for supervision/ inspection/ observation of the equipment/ goods/ material, procedures, performance, progress, reports and records pertaining to the works. They shall also have complete charge of the Bidder's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. They shall also cooperate with the other Bidders/ Vendors of the Board working at the Board's office location and Data centre Sites. Such Bidder's representative(s) shall be available to the Board's Representative at respective Data centre Sites/ NOC Staging Area during the execution of works.
- p) The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Board in order to resolve issues and oversee implementation of the same. The Bidder shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.
- q) The Bidder shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all its Personnel and agents, comply with the Applicable Laws.

6.8.20.1 **Project Charter**

- a) Within 2 weeks of Effective date of the Contract, the Bidder shall submit to the Board for its approval a detailed Project Charter with details of the programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated under Scope of Work of this Tender whenever reasonably required by the Board's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The Charter so submitted by the Bidder shall conform to the requirements and timelines specified in the Contract. The Board and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified. The Project Charter shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract.

- b) If the Bidder's work plans necessitate a disruption/ shutdown in Board's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising on account of failure of the Bidder to bring its work plans to the notice of the Board shall be to his account.

6.8.20.2 **Bidder's Organization**

- a) The Bidder should provision for minimum manpower resources required for execution of work and provision of services under this contract.
- b) The Bidder should to the best of his efforts, avoid any change in the organization structure proposed for execution of this contract or replacement of any manpower resource appointed. If the same is, however, unavoidable, Bidder shall promptly inform the Board in writing, and the same shall require subsequent approval by the Board.
- c) In case of replacement of any manpower resource, the Bidder should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service.
- d) All manpower resources deployed by the Bidder for execution of this contract must strictly adhere to the attendance reporting procedures and make their services available as agreed upon for the entire reporting time period at the Board's office location.
- e) The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of services for all costs/charges in connection thereof.
- f) The Board's Representative may at any time object to and require the Bidder to remove forthwith from the CBSE office any authorized representative or employee of the Bidder or any person(s) of the Bidder's team, if, in the opinion of the Board's Representative the person in question has mis-conducted or his / her deployment is otherwise considered undesirable by the Board's Representative. The Bidder shall forthwith remove and shall not again deploy the person without the written consent of the Board's Representative.
- g) The Board's Representative may at any time object to and request the Bidder to remove from the CBSE any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Board's Representative request and may accede to or disregard it. The Board's Representative, having made a request, as aforesaid in the case of any person, which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion, and

for a different instance of one of the reasons referred to above in this Clause object to and require the Bidder to remove that person from deployment on the work, which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Board's Representative.

- h) The Board's Representative shall state to the Bidder in writing his reasons for any request or requirement pursuant to this Clause.
- i) The Bidder shall promptly replace every person removed, pursuant to this section, with a competent substitute, and at no extra cost to the Board.

6.8.20.3 **Adherence to safety procedures, rules, regulations and restriction**

- a) Bidder's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Board shall be applicable in the performance of this Contract and Bidder's Team shall abide by these laws.
- b) Access to the Data Center Site/ NOC Staging Area shall be strictly restricted. No access to any person except the essential members of the Bidder's Team who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Board shall be allowed entry to the Datacenter/ NOC Staging Site. Even if allowed, access shall be restricted to the pertaining equipment of the Board only. Bidder shall maintain a log of all activities carried out by each of its team personnel.
- c) The Bidder shall take all necessary or proper measures to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Bidder's Team shall adhere to all security requirements/ regulations as per the law and as per the regulations/ guidelines issued by the relevant authorities/ agencies apart from any specific requirement of the Board during the execution of the work. The list of additional security requirements/ regulations would be shared with the selected Bidder.
- d) The Bidder shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

6.8.20.4 **Statutory Requirements**

During the tenure of this Contract nothing shall be done by the Bidder or his team in contravention of any law, act and/ or rules/regulations, there under or

any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Board indemnified in this regard.

6.8.20.5 Bidder's obligation – OEM

- a) The Bidder must pass on the standard OEMs' warranty which comes bundled with the purchased equipment wherever it is superior to the warranty specified in this tender document.
- b) Bidder has to provide documentary evidence for back-to-back support agreement with the respective OEM along with the OEM.
- c) The Bidder undertakes to ensure the maintenance of the acceptance criteria/ standards in respect of the systems

6.8.21 Board's Obligation

- a) The Board or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder.
- b) Board shall ensure that timely approval is provided to the Bidder as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of this contract.
- c) The Board's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Board shall provide adequate cooperation in providing details, coordinating and obtaining approvals from various governmental agencies, in cases where the intervention of the Board is proper and necessary.
- d) Board may provide on Bidder's request particulars/ information/ or documentation that may be required by the Bidder for proper planning and execution of work and for providing services covered under this contract and for which the Bidder may have to coordinate with respective vendors.
- e) Board shall provide to the Bidder basic infrastructure support, for up to 5 people, at the Board's office location. People deputed by the Bidder have to observe the norms & code of conduct of the Board's Organization.
- f) Board shall provide basic infrastructure i.e. Computers with Internet and other requisite facilities, electricity, drinking water, furniture etc for seamless evaluation activities at the Evaluation Centre/ designated identified affiliated Schools as the case may be to the bidder.

6.8.22 Indemnity

- a) The Bidder shall indemnify the Board from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- i. Any negligence or wrongful act or omission by the Bidder or the Bidder's Team or any third party associated with Bidder in connection with or incidental to this Contract; or
 - ii. Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder, thesis' Team or any third party.
 - iii. Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.
- b) The Bidder shall also indemnify the Board against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, and movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

6.8.23 Termination

- a) Board may at any time terminate the purchase order/ contract by giving written notice of four weeks to the Bidder, without any compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent.
- b) In the event that either Party is in material breach of its obligations under the contract, the aggrieved Party may terminate the contract upon notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the material breach, which could include the following events:
 - i. If there is breach which translates into default in providing Services by the Bidder pursuant to the Agreement, continuously for more than one week, then the Board, will serve a seven days' notice to Bidder for curing such breach. In case the breach continues after the notice period of 30 days, Board may terminate the contract at the end of the notice period.
 - ii. The right of Board to terminate the contract pursuant to this clause shall be without prejudice to any other rights and remedies available to Board including without limitation invoking the Performance Bank Guarantee.
- c) Without prejudice to any other rights and remedies available to Board, the Board may serve written notice on Bidder at any time to terminate the contract with immediate effect in the following events:
 - i. In the event of Change of Control of the Bidder
 - ii. In the event the Bidder has merged, amalgamated such that the net worth of the surviving entity is less than that of Bidder prior to such merger or amalgamation.
 - iii. In the event of a reasonable apprehension of bankruptcy of the Bidder:
 - Bidder shall in the event of an apprehension of bankruptcy immediately inform Board well in advance (at least 3 months) about such a development;

- Conversely if Board apprehends a similar event regarding the Bidder, he/ she can exercise the right of termination in the manner stated herein above.
 - iv. In the event where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder. In the event of the happening of any events of the above nature, the Board shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Service Provider/ Bidder, and to ensure business continuity.
 - v. It is clarified that in the case of events set out in Clause (c)(i) & (c) (ii) of this section, the Board may, instead of terminating the contract, at its sole discretion, require a full performance bank guarantee of the obligations of the Bidder by a guarantor acceptable to the Board. If such a guarantee cannot be procured within 30 days of the Board's demand, the Board shall terminate the contract in accordance with this clause.
 - vi. On termination of the Contract for any reason, the SLA shall automatically terminate forthwith and the Board will decide the appropriate course of action.
 - vii. The termination provisions set out in Clause (a) of Section 6.8.24 of this RFP shall apply to the SLA.
 - viii. In the event of termination of this Contract by the Board before the expiry of the term, the Bidder shall be given a period of 30 days to demobilize itself.
- d) The Board may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Board
- e) Board may, by prior written notice sent to the Bidder at least 3 months in advance, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Department's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.
- f) Upon termination of the contract, the Parties will comply with the Exit Management Schedule
- g) Board reserves the right to initiate civil as well as criminal action against the Bidder/ Bidder personnel/ agents for fraud or misappropriation, besides claiming damages and indemnification. The management of the Bidder would

also be made liable for action in case of fraud, under applicable laws and Board may terminate the contract, if deemed necessary.

- h) Board will not be responsible for any misinterpretation or wrong assumption by the Bidder.

6.8.24 **Force Majeure**

- a) For the purposes of this agreement, Force Majeure means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder, earthquake, fire , explosion, storm, flood or other adverse conditions, strikes, lockout or other industrial action (except where such strikes, lock out or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- c) The failure or occurrence of a delay in the performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such an event. The Board will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder / Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- d) In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

6.8.25 **Definition for default**

- a) The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of

Default on the part of the Bidder. The events of default as mentioned above may include inter-alia the following:

- i. the Bidder/ Bidder's Team has failed to perform any instructions or directives issued by the Board which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
 - ii. the Bidder/ Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Bidder has fallen short of matching such standards / benchmarks / targets as the Board may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of the Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Board;
 - iii. the Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Board, despite being served with a default notice which laid down the specific deviance on the part of the Bidder/ Bidder's Team to comply with any stipulations or standards as laid down by the Board; or
 - iv. the Bidder/ Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Board during the term of this Contract and which the Board deems proper and necessary for the execution of the scope of work under this Contract
 - v. the Bidder/ Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract
 - vi. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder.
 - vii. The Bidder/Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- b) Where there has been an occurrence of such defaults inter alia as stated above, the Board shall issue a notice of default to the Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.
- c) Where despite the issuance of a default notice to the Bidder by the Board the Bidder fails to remedy the default to the satisfaction of the Bidder, the Board may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Board as per clause 5.8.27.

6.8.26 Consequences of default

Where an Event of Default subsists or remains uncured the Board shall be entitled to:

- a) Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Bidder as agreed mutually by Board and Bidder or through a third party acceptable to both parties. The Bidder shall in addition take all available steps to minimize loss resulting from such an event of default.
- b) Suspend all payments to the Bidder under the Contract by a written notice of suspension to the Bidder, provided that such notice of suspension:
 - i. shall specify the nature of the failure; and
 - ii. shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder
- c) Require replacement of any of the Bidder's sub-contractor(s) / Bidder's Team member(s) with another suitable member(s) where the Board deems necessary. The Bidder shall in such case terminate forthwith all their agreements/ contracts/ other arrangements with such member(s) and find suitable replacement for such outgoing member(s) with other member(s) to the satisfaction of the Board, who shall execute such Contracts with the Board as the Board may require. Failure on the part of the Bidder to find a suitable replacement and/or terminate all agreements/contracts with such member(s), shall amount to a breach of the terms hereof and the Board in addition to all other rights, have the right to claim damages and recover from the Bidder, all losses/ or other damages that may have resulted from such failure.
- d) Terminate the Contract in part or in full
- e) Retain such amounts from the payment due and payable by the Board to the Bidder as may be required to offset any losses caused to the Board as a result of such an event of default and the Bidder shall compensate the Board for any such loss, damage or other costs, incurred by the Board in this regard. Nothing herein shall affect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- f) Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Board under law.

6.8.27 **Sub-Contracting**

- a) The Bidder shall not be permitted to appoint any delegate/ subcontractor for the performance of Bidder Services under this contract
- b) However, the support of OEMs only for certain tasks limited to installation/ deployment, commissioning & maintenance support related to their respective product/ equipment is permitted.
- c) However, this shall not affect the responsibilities and liabilities of the successful bidder towards the Board under the Contract

6.8.28 **Dispute Resolution**

- a) The Board and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract
- b) If, after Thirty (30) days from the commencement of such direct informal negotiations, the Board and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in (c) & (d) below
- c) In the case of a dispute or difference arising between the Board and the Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Board and the other to be nominated by the Bidder or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi, shall be final and binding on the parties
- d) The Arbitration and Conciliation Act 1996, the rules hereunder and any statutory modification or re-enactment thereof, shall apply to the arbitration proceedings
- e) The Arbitration proceedings shall be held in Delhi, India
- f) The Arbitration proceeding shall be governed by the substantive laws of India
- g) The proceedings of Arbitration shall be in English language
- h) Except as otherwise provided elsewhere in the Contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the Contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who shall act as Presiding Arbitrator

- i) In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/ Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject work order/ Contract has been placed/ made, shall appoint the arbitrator/ Presiding Arbitrator upon request of one of the parties
- j) If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo
- k) It is a term of the Contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter
- l) It is also a term of the Contract that neither party to the Contract shall be entitled for any interest on the amount of the award
- m) The Arbitral Tribunal shall give reasonable award and the same shall be final, conclusive and binding on the parties
- n) The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties
- o) Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause
- p) Continuance of the Contract:
Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract

6.8.29 Issue Management Procedure

- a) General
 - i. Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between CBSE and Bidder.
 - ii. Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is

expected that this pre-defined process will only be used on an exception basis if issues are not resolved at operational levels.

b) Issue Management Procedures

- i. Either CBSE or Bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- ii. CBSE and the Bidder will determine which committee or executive level should logically be involved in resolution.
- iii. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- iv. CBSE and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder will then communicate the resolution to all interested parties.
- v. In case the issue is still unresolved, the arbitration procedures described in the contract will be applicable.

6.8.30 Conditions Precedent

6.8.30.1 Conditions precedent for Project Implementation Phase

Subject to express terms to the contrary, the rights and obligations of the Parties in respect of the Project Implementation Phase shall be effective only upon fulfillment of all conditions precedent which are set in the RFP. However, Board may at any time at its sole discretion waive fully or partially any of the aforesaid conditions precedent for the Bidder. The following conditions precedent needs to be fulfilled by the Bidder:

- a) Performance Bank Guarantee (PBG) as specified in Appendix III: Form 1 for Contract Performance to be submitted to CBSE
- b) Provide certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of Form of Agreement, General Conditions of Contract, Scope of Work and SLA

6.8.30.2 Conditions precedent for Project Operations & Maintenance Phase

Subject to express terms to the contrary, the rights and obligations of the Parties in respect of the Project Operations and Maintenance Phase shall be effective only upon fulfillment of all conditions precedent which are set in Section 5.8.31.1. However, Board may at any time at its sole discretion waive fully or partially any of the aforesaid conditions precedent for the successful bidder. The following conditions precedent need to be fulfilled by the Bidder:

- a) CBSE application is designed, developed, tested, audited and certified before "Go-Live" date in accordance with respective provisions of the RFP

- b) The ownership of assets (CBSE applications and System Software licenses) obtained in favor of Board is passed on to Board-HQ within a period of 15 days from the date of certification of such assets by the third party appointed by Board and the project is declared Go-Live by Board;
- c) Bidder has to get the CBSE application audited and cleared by a CERT-IN empanelled third party security audit agency before Go-Live date;
- d) Any relevant provisions set out in the Exit Management Schedule as per Clause 5.8.34 hereof are complied with and formalities contained therein fulfilled to the reasonable satisfaction of Board.

6.8.30.3 Non-fulfillment of Conditions precedent for the Project Implementation Phase

- a) In the event that any of the conditions precedent for the project implementation phase has not been fulfilled within 15 days of the effective date and the same has not been waived by Board fully or partially, the Contract stands terminated as on that date, at the sole discretion of Board
- b) Notwithstanding anything contained to the contrary, in the event of termination of possession shall immediately revert to Board, free and clear from any encumbrances or claims;
- c) Instead of terminating the contract as per Clause (a) above, Board may extend the time for fulfilling the conditions precedent and the milestones set out in the RFP. It is clarified that any extension of time shall be subject to imposition of penalty (as defined in the Contract) on the Bidder linked to the delay in achieving the milestones as specified in Appendix V: Service Level Agreement.

6.8.31 Approvals and required consents

- a) The Parties will cooperate reasonably to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the SP to undertake implementation of the CBSE Project and provide the Services. The costs of all such approvals shall be borne by the Bidder.
- b) Both Parties will give each other all co-operation and information reasonably required to meet their respective obligations under the Agreement.
- c) Board shall assist Bidder in obtaining the approvals. In the event that any approval is not obtained, the Bidder and Board will co-operate with each other in achieving a reasonable alternative arrangement as soon as it is reasonably practicable for Board, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such approval is obtained. The Bidder shall be relieved of its obligations to provide the Services and to achieve the Service Levels until the approvals are obtained if and to the extent that the Bidder's obligations are dependent upon such

approvals provided the delay in such approval is caused for reasons not attributable to the Bidder.

6.8.32 Use and Acquisition of Project Assets

6.8.32.1 Procurement of Listed Assets

- a) The Bidder shall conduct proper testing and analysis of the proposed Listed Assets to ensure that they fulfill the requirements of the CBSE Project, pursuant to the Agreement.
- b) The Bidder shall submit the testing results, its analysis and its own recommendation about the Listed Assets to the Board for approval.
- c) The Bidder shall ensure that all the Listed Assets comply with all the requirements pursuant to the Agreement.

6.8.32.2 Use of Project Assets

- a) The Bidder would be required to adhere to the following conditions:
 - i. Take all reasonable and proper care of the Project Assets and control of such Project Assets which will include all upgrades/ enhancements and improvements to meet the current needs of the CBSE Project;
 - ii. Keep all the tangible Project Assets in as good and serviceable condition and/or the intangible Project Assets suitably upgraded, subject to the relevant standards as stated in Section 7: Scope of Work of the RFP as at the date the Bidder takes control of and/ or first uses the Project Assets and during the entire Term of the Agreement;
 - iii. Ensure that any instructions or manuals supplied and provided by the manufacturer of the Project Assets for their use to the Bidder, will be followed by the Bidder and any person(s) who will be responsible for the use of the Assets;
 - iv. Take such steps as may be properly recommended by the manufacturer of the Project Assets and notified to the Bidder or as may, in the reasonable opinion of the Bidder, be necessary to use them in a safe manner;
 - v. To the extent that the Project Assets are under the control of the Bidder, keep the Project Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them;
 - vi. Provide permission to Board and any persons duly authorized to enter any land or premises on which the Project Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
 - vii. Not knowingly or negligently use or permit any of the Project Assets to be used in contravention of any statutory provisions or regulation or to law;
 - viii. Use the Project Assets exclusively for the purpose of providing the Services as appropriate; and

- ix. Not sale, offer for sale, assign, mortgage, pledge, sub-let or lend out any of the Project Assets;
 - x. Use the Project Assets only in accordance with the terms hereof and those contained in SLA;
 - xi. Obtain and/ or maintain standard forms of comprehensive insurance policy including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. to be used for the Project;
 - xii. Transfer the ownership of all the Project Assets (not already with Board, including but not limited to the project documentation which is the work product of the development efforts involved in the Project) within 30 days of the acceptance of the same by Board upon testing and/ or audit , to the Board in accordance with the terms of the contract;
 - xiii. Ensure the integration of the software with hardware to be installed and the current assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to all the Stakeholders of CBSE Project in an efficient and speedy manner;
 - xiv. Obtain an approval (i.e. sign off) from the Board at each stage is essential to close each of the above considerations.
- b) Access to Bidder or its nominated agencies to Project locations
- i. For so long as the Bidder provides Services from any Project Location on a non-permanent basis and to the extent necessary for the Bidder to provide the Services and at no cost to the nominated agency, Board, shall, subject to compliance by the Bidder with any safety and security guidelines which may be notified by Board to the Bidder in writing, provide the Bidder and nominated agency with:
 - Reasonable access, in the same manner granted to Project employees, to Project Locations; and
 - Access to office equipment as mutually agreed and other related support services in such location and at such other Project Location, if any, as may be reasonably necessary for the Service Provider to perform its obligations hereunder and under the SLA.
 - ii. Locations and items shall be made available to the Bidder on an "as is, where is" basis by the Board/ Board. The Bidder agrees to ensure that its employees, agents and contractors do not use the location, services and items
 - for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
 - In a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality)

6.8.33 Exit Management

6.8.33.1 Exit Management Purpose

- a) This schedule sets out the provisions, which will apply on expiry and termination of the contract, the Project Implementation, Operation and service level.
- b) In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- c) The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule

6.8.33.2 Cooperation and provision of information

- a) The bidder will allow the Board or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Board to assess the existing services being delivered;
- b) Promptly on reasonable request by the Board, the bidder shall provide access to, and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services. The Board shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data.

6.8.33.3 Confidential Information and Security Data

- a) The bidder will promptly on the commencement of the exit management period supply to the Board or its nominated agency the following:
 - i. information relating to the current services rendered and performance data;
 - ii. documentation relating to Computerization Project's Intellectual Property Rights;
 - iii. documentation relating to sub-contractors & Original equipment manufacturer (OEMs);
 - iv. all current and updated data as is reasonably required for purposes of Board or its nominated agencies transitioning the services to its Replacement bidder in a readily available format nominated by the Board, its nominated agency;
 - v. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Board or its nominated agencies, or its Replacement bidder to carry out due diligence in order to transition the provision of the

Services to Board or its nominated agencies, or its Replacement bidder (as the case may be).

- b) Before the expiry of the exit management period, the bidder shall deliver to the Board or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.
- c) Before the expiry of the exit management period, unless otherwise provided under the contract, the Board or its nominated agency shall deliver to the bidder all forms of bidder confidential information, which is in the possession or control of Board or its Boards.

6.8.33.4 **Employees**

- a) Promptly on reasonable request at any time during the exit management period, the bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Board or its nominated agency a list of all employees (with job titles) of the bidder dedicated to providing the services at the commencement of the exit management period.
- b) Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the bidder to the Board or its nominated agency, or a Replacement bidder ("Transfer Regulation") applies to any or all of the employees of the bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- c) To the extent that any Transfer Regulation does not apply to any employee of the bidder, Board, or its Replacement bidder may make an offer of employment or contract for services to such employee of the bidder and the bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Board or any Replacement bidder.

6.8.33.5 **Transfer of Certain Agreements**

On request by the Board or its nominated agency the bidder shall effect such assignments, transfers, licenses and sub-licenses as the Board may require in favour of the Board, or its Replacement bidder in relation to any equipment lease, maintenance or service provision agreement between bidder and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Board or its nominated agency or its Replacement bidder.

6.8.34 **Applicable Law**

- a) The Bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.
- b) All disputes in this connection shall be settled in Delhi jurisdiction only.
- c) Board reserves the right to cancel this tender or modify the requirement.
- d) Board also reserves the right to modify/relax any of the terms & conditions of the tender by declaring/ publishing such amendments in a manner that all prospective vendors/ parties to be kept informed about it.
- e) Board, in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.
- f) The Bidder should provide all manuals and documentation related to all systems and processes.

6.8.35 **Integrity Pact**

The successful Bidder is required to enter into an Integrity Pact with the CBSE. For this, the Bidder shall submit the original signed and stamped Integrity Pact failing which, the Bid submitted by the concerned Bidder will be liable to be rejected.

7. Scope of Work

7.1 Broad Scope of Work

The Central Board of Secondary Education (CBSE) conducts large-scale public examinations at the secondary (Class X) and senior secondary (Class XII) levels across India and in select foreign countries. Given the scale of operations and the need to ensure timely, accurate, secure, and transparent evaluation of answer booklets, the Board intends to engage a competent service provider to undertake digital scanning of physical answer scripts and provide a comprehensive e-Evaluation platform.

The primary objective of this initiative is to leverage digital technologies to streamline the evaluation process, reduce human errors, enable real-time monitoring, and enhance the overall efficiency and quality of evaluation. This initiative aligns with CBSE's broader vision to modernize its examination and evaluation infrastructure in line with the reforms proposed under the National Education Policy (NEP) 2020.

This RFP is specifically limited to the selection of a service provider for:

- a) Setting up and managing scanning centers for digitization of handwritten answer booklets submitted during CBSE's Class X and Class XII examinations.
- b) Deployment, configuration, operation, and maintenance of a secure, scalable, and feature-rich digital platform to facilitate on-screen (computer-based) evaluation by examiners.
- c) Provision of necessary infrastructure, software, support services, training, dashboards, and data management capabilities to ensure seamless execution of the digital evaluation process.

The service provider shall be responsible for ensuring the end-to-end execution of the scope, including security, compliance with data privacy laws (such as the Digital Personal Data Protection Act), and adherence to CBSE's quality standards and timelines.

7.2 General & Functional Scope of Work

7.2.1 General Requirements

- a) Web-based application with Secure web access (e.g., https instead of http)
- b) Access with single sign-on for the examiners to assess answer booklets, view status of evaluation, generate reports.
- c) Provision for decision support mechanism by providing dashboards/reports/MIS of important data points.
- d) Facilitate paperless working.
- e) Workflow based process approval and archival mechanism.
- f) Comprehensive data and application security features.
- g) The system should be fully proofed to prevent tampering of the software as well as data.

- h) Archival of information and data. The data at the end of each drive will be handed over to CBSE by the Service Provider in the external HDD provided by CBSE based on the total data size at the end of each drive.
- i) In case of failure in critical activities like evaluation of Answer Books etc. should be resolved on high priority (The operations to be continued immediately from disaster recovery site/ server).
- j) Provision for role-based access rights.
- k) Provision of interactive validations of data entries.
- l) Provision for reports generation as per requirements.
- m) Mobile app/ Mobile Compatible Dashboard access for examiner and administration for obtaining assessment statistics and locating nearby Assessment Centre.
- n) Preventive and Corrective actions for troubleshooting.
- o) Root cause analysis for Corrective measures that have been taken within the scheduled timings.
- p) The Bidder/ OEM should own the source code and IPR/ User Rights for use in India of the product or application being utilized for the purpose of Digital Evaluation System throughout the contract period as required & indicated by CBSE. Loss of such rights during the tenure of the contract will be treated as breach of contract. The bidder should certify that the end-to-end software application can be hosted on the proposed Data Center in India.

7.2.2 **Functional Scope**

CBSE is planning to implement the Digital Evaluation System encompassing some of its major processes (may be refined) which are explained in the section below:

The Digital Evaluation System should contain the following:

- a) Book Scanning of the Answer Books at designated scanning centers and uploading to designated Data Center in India.
- b) Assignment of Answer Books to Examiners and HEs for multiple levels of Digital Evaluation and submission of marks online.
- c) Online Distribution of scanned copy to the Schools and Students in their respective login for verification and reassessment.
- d) CBSE has decided to implement the solution across the functional areas listed in subsequent sub-sections.

7.2.3 **Answer Book Scanning, Uploading and Evaluation Module**

- a) CBSE will conduct the exams at various Exam Centers and post that all the Answer Books shall be handed over to scanning along with necessary documents of count of Answer Books, subjects, etc.
- b) The Service Provider needs to provide answer book scanning services at the Scanning Centre.

- c) The Service Provider needs to provide the complete infrastructure including the Scanners, Laptops/ Desktops, Barcode Gunning Machines, Servers, CCTV with DVR, Manpower, Consumables, if any, etc. to operate.
- d) The answer book scanning services need to be provided for a complete examination cycle as per the examination schedule.
- e) The indicative IT and Non-IT infrastructure to be made available for scanning at each Scanning Center of latest configuration/specifications with sufficient quantity is as follows:
 - Computers
 - Scanners
 - UPS
 - Coding Equipment (for e.g. Barcode etc...)
 - CCTV with DVR
 - Access Control System (e.g. Biometric Access etc...)
 - Requisite Manpower (along with their travelling, lodging, boarding, etc.) for Operations
 - Stationary & Consumables
- f) The Bidder shall be provided with the following necessary facilities/data without any cost consideration and as per schedule to ensure that the entire process is completed smoothly:
 - i. Sufficient space with electric power distribution board (in case of power failure, load shedding, disruptive power supply, bidder has to make alternative arrangement for business continuity and protection of all the related data) in the respective Scanning Centers (Scanning Centers shall be the regional offices/ schools which are under control of CBSE) to facilitate scanning of the Answer Books.
 - ii. Faculties, Examiners, officials and support staff to manage the academic part of the project viz. Answer Book evaluation, re-evaluation, moderation, approvals, etc.
 - iii. Necessary data of the Examinees, Exam Centers and other relevant data in electronic format as is available with CBSE will be given to the Service Provider to upload into the application proposed by bidder.
 - iv. It is the responsibility of the Service Provider to collect all the data as and when required for the execution of the project from concerned section of CBSE.

7.2.4 **Book Scanning and Uploading of Answer Books:**

- a) Scanning Resolution – minimum 200 DPI with clearly readable content, much importance/ emphasis must be given to the quality of scanning.
- b) Service Provider should make sure that the scanning of the Answer Books is done properly with no wrong scanning or decrease in quality.

- c) CNS of each Assessment Centre of CBSE shall give signoff for successful scanning of the Answer Books by verifying the quality of the scanned Answer Book. Signoff will be provided online through application; Service Provider must create a mechanism in the application for CNS to provide the Sign-off. It is the responsibility of the Service Provider to get the necessary signoff from all the CNS and only after this, the payment associated with this milestone will be released by CBSE as defined in Payment Schedule. Payment shall not be processed without signoffs from all the CNS.
- d) Scanned Answer Books must be stored on the secured server at the designated Data Center in India.
- e) Lesser size of the image without compromising on the quality will be appreciated.
- f) Automatic generation of Unique IDs for each Answer Book.
- g) Masking of selected fields on first page of the Answer Book.
- h) Question Paper along with answer key and model answer book of respective subject shall be made available to Examiner / Evaluator during valuation on the same screen.
- i) All the pages of the Answer Books and Supplements attached, if any, are to be scanned including blank pages left by students, if any.
- j) Scanning and uploading shall be completed on a daily basis for previous days Answer Books. Therefore, by the very next day of the last examination, the entire scanning and uploading activity should be completed.
- k) The audit trails of all activities are to be maintained and handed over to CBSE after every examination.
- l) The answer book scanning module should have provision for Scheduling Backup Server to take continuous backup of scanned Answer Books from Main Server and availability of continuous Back-Up and restoration facility for Business Continuity Planning / Disaster Recovery purpose.
- m) There should be an option for archival of digitally evaluated Answer Books for a minimum period of six months. The data to be archived will be handed over to CBSE in External HDD which will be procured by CBSE based on the data size at the end of each examination drive.
- n) During the tenure of the contract, apart from the software support if there is any failure from Service Provider to perform other support activities like Scanning of the Answer Books etc., which may cause delays in further activities to be performed by CBSE, then CBSE may take over the operations from Service Provider for that particular moment and would complete the task. Apart from levying the penalty for this to bidder, the entire cost of such operation will be recovered from the Service Provider. The Service Provider should not have any obligation regarding this.
- o) Once the scanning for all the Answer Books for that particular subject has been completed, the Service Provider has to take necessary signoff from all the CNS.

7.2.5 Distribution of Answer Books for Evaluation

The Answer Booklets shall be randomly assigned by the software, without any manual intervention to the respective subject expert, in such a manner that the answer booklets are evenly distributed to avoid/mitigate any variation/biasness across the evaluation centres. (Service Provider should create login accounts for various users and provide them role-based access rights for the same.)

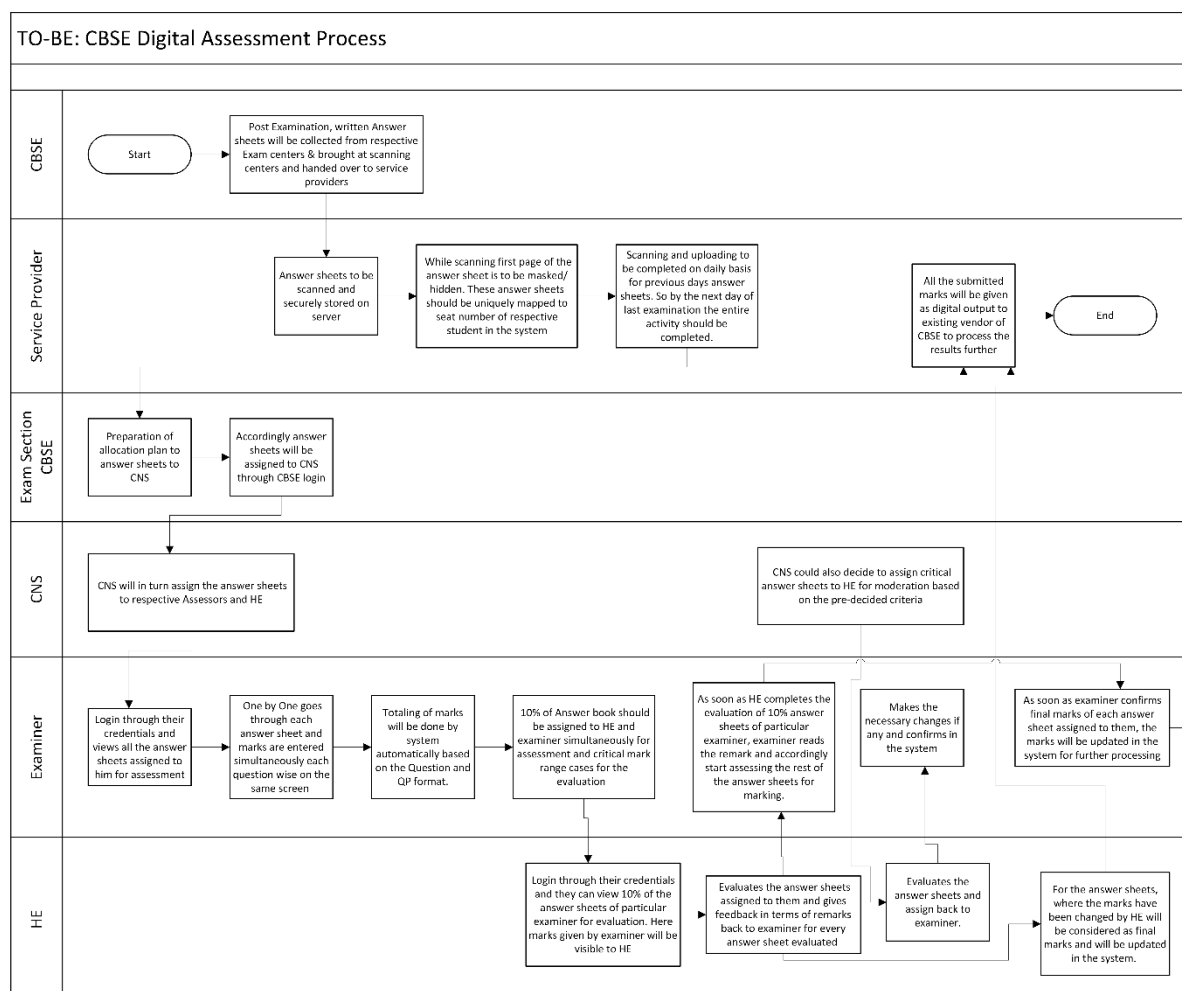
7.2.6 Evaluation of Answer Books

- a) Provision to carry out single evaluation with 10% of evaluation by HE for answer books. The percentage of evaluation by HE shall be changed in future, the Service Provider has to make a provision for the same.
- b) A particular Answer Book shall not be evaluated twice by the same Examiner.
- c) Infrastructure for the Evaluation to Examiners and HE will be provided by the respective Assessment Center only.
- d) The software should be a web-based application which is platform and machine dependent so that Examiners can assess the Answer Book from restricted machines (MAC ID and geographical location to be captured and logs to be maintained).
- e) The Service Provider should ensure that no documents or material related to Answer Book is downloaded/ copied/ printed/ captured by camera/ print screen/ or forwarded on any of the user's system. The highest level of confidentiality is expected while doing the Evaluation of Answer Books.
- f) The software shall be user friendly with Answer Book, Question Paper, Scheme, and marks entry shall be provided on screen in single window.
- g) There should be a provision to upload marking scheme for each subject, which will be used by Examiners during Evaluation.
- h) The loading of Answer Book while Evaluation should not take more than 10 seconds. However other pages in the software application should be available at the click of button and in any case it should not go beyond 2 seconds to load.
- i) The number of Concurrent users will go to maximum of 10,000 users during the Evaluation of the Answer Books post examination. The Service Provider should make necessary arrangements to effectively cater to these many users.
- j) There should be a provision to provide training to the Examiners / HEs, etc. as and when they attend the evaluation for the first time.
- k) After evaluation, the final scores are to be tabulated automatically as per the regulations/ conditions set in the Question Paper and shall be provided as digital output to the existing examination server at CBSE, for result processing in the format as required by the examination section.
- l) The marks awarded by the Examiners shall not be stored at the Evaluation Centre.
- m) A provision to show / provide soft copy of the answer copies to the students.

- n) Question Paper and Answer key reference during evaluation should be made available to Examiner and HE.
- o) A provision for rotation, zooming of Answer Books during digital evaluation.
- p) Authentication: Providing suitable authentication using login id and password (with multiple level of authentication) and provision to be made for biometrics (facial/fingerprint)/ Phone based OTP/Email OTP/Personalized Password, if required.
- q) Transfer / Assignment of data or Scanned Answer Books as per the directions of the Officials appointed by of CBSE.
- r) Day-wise allocation: There should be an option to control day-wise allocation of the Answer Books for the evaluation. There should be an option to set this evaluator-wise and subject-wise as well. The option to enter the maximum Answer Books count per evaluator should be available.
- s) Details of the first page of every Answer Book should not be visible to Examiner or HE during Evaluation.
- t) List of PWD candidates will be provided by CBSE there should be marking of PWD candidate on corresponding scan copy of the answer book, during assessment of the answer book it should be visible to the examiner. On the screen of examiner there should be provision to display relevant PWD candidate GR. After evaluation of such answer book facility to generate the Certificate that answer books are assessed as the norms specified in GR.
- u) 10% of the Answer Books should be sent to HE and Examiner simultaneously for assessment, as per the current CBSE norms or as per the norms defined by CBSE in future. Unless HE goes through these 10% of the Answer Books and gives his/her remarks, the Examiner should not be able assess the further Answer Books assigned to him/her. There should be facility to compare marks given by the examiner & HE. Also, facility for editing of marks given by examiner or HE after mutual consent of examiners or HE under control of CNS.
- v) The marks awarded by the Examiner should not be shown to the HE during evaluation by HE. The Examiner ID and the Name should be displayed during the evaluation by HE of the Answer Book.
- w) Post 10% evaluation by HE of particular Examiner by the HE, rest of the Answer Books should be made accessible to Examiner for Evaluation.
- x) Facility to report to Officer In-charge for rejecting poor scan quality of answer book from examiner login. After necessary corrections the same answer book shall be made available to examiner for assessment.
- y) There should be facility for examiner to report malpractice cases as per CBSE norms with remarks to CNS for further action.
- z) Cancel Evaluation: There should be an option to make evaluation of a particular script NULL and VOID and make it available again for valuation.
- aa) Disable Examiner ID: There should be an option to disable/enable the Examiner/HE ID once they take the evaluation summary.

- bb) CNS can assign critical Answer Books to HE again for evaluation. HE's marks will be considered as final in this case. The criterion for critically assessed Answer books shall be provided by the CBSE.
- cc) For the Answer Books evaluated by HE, HE marks will be considered as final marks also for rest of the Answer Books marks awarded by Examiners will be considered as final marks. The final marks shall be provided as digital output to the existing examination server / marks server at CBSE for result processing in the format as required by the examination section.
- dd) Option to be given to the CNS/ CBSE to view the progress of Evaluation of allocated Answer Books.
- ee) Porting of data: The marks submitted by the Examiner/ HE shall be ported to a secured server.
- ff) Security: Suitable security measures should be in place to ensure reliable evaluation process in centralized and distributed environment.
- gg) Analysis: Real time, item level data to support quality analysis of Answer Books and Examiners performance.
- hh) Efficiency: The valuation shall be efficient and speedy, there should be no manual Answer Book handling and data-entry.
- ii) Reliability: System should provide dynamic tools to monitor and control the valuation process by:
 - i. Assuring anonymity of students while evaluation to achieve maximum credibility.
 - ii. Final marks calculated for every Answer Book shall be based on the defined norms and regulations of the CBSE which will be made available to the Service Provider from time to time.
 - iii. The Service Provider shall be held responsible if there is any discrepancy found in the marks awarded by the Examiner against any Answer Book and corresponding output data provided for processing of reports.
 - iv. Statistical Analysis, BI report of exam, Question bit wise evaluations etc. is to be provided by the Service Provider after every examination School-wise /Subject-wise /Region-wise.
 - v. Data validation and verification at every stage with cross check facility for data imported and data exported with respect to quantity, variations, etc.,
- jj) Once the Evaluation and Moderation is over at all locations or in between as required by CBSE, Service Provider should make a provision to generate the remuneration reports online as per this RFP for the respective Examiners and / HEs / any other entity / users involved in Answer Book Evaluation process. Accordingly CBSE shall make the payment to examiners.

7.2.7 Indicative Process Flow – Digital Evaluation of Answer Books



7.2.8 Re-Valuation Module:

Post declaration of results by CBSE, students may apply for receiving the scanned copy of their evaluated Answer Book. Service Provider has to make a provision for the same. Applications from students for scanned copy will be collected by CBSE & corresponding data will be provided by CBSE to service provider.

a) For Photocopy

- As per the instructions received from CBSE, Service Provider should make a provision to send the scanned copies of Answer Books to students who have applied.
- While sending the Answer Books, marks given to every question in the Answer Book should be made visible to student.

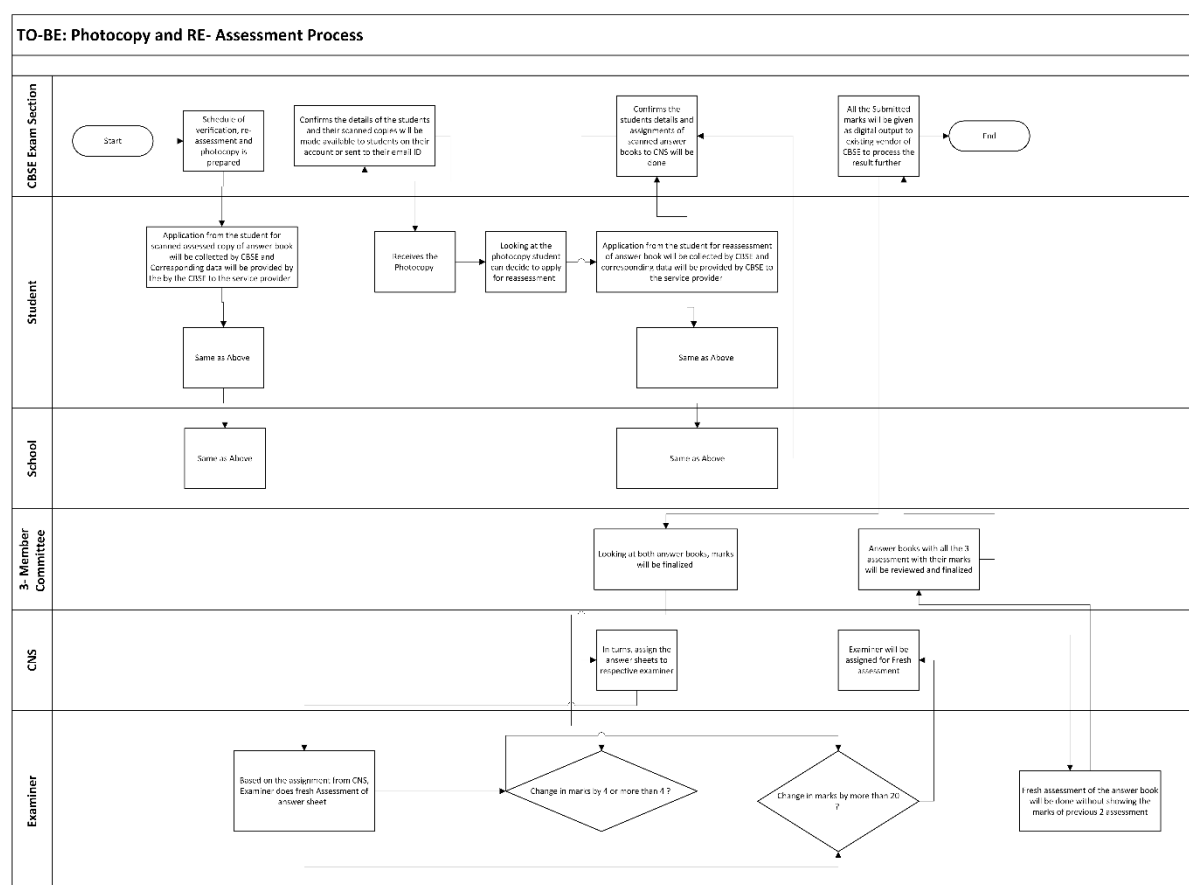
b) For Revaluation

Post receiving the scanned copy, students may decide to apply for re-assessment of the Answer Books they want. Students who have asked for scanned copies, only those Answer Books can be reassessed. Without taking the scanned copy of a particular Answer Book, student cannot apply for Re-Assessment of that particular subject. Applications from students for re-assessment of answer book will be collected by CBSE & corresponding data will be provided by CBSE to service provider.

- i. CBSE Exam Section will decide and let the Service Provider know about the assignment of such Answer Books to Re-assessment Centres for fresh assessment who have applied for Re-assessment. Re-assessment Centre is an institution under the control of CBSE. Re-assessment Centre in charge should then be able to assign these Answer Books to respective Examiners.
- ii. The Answer Booklet for Re-evaluation shall be assessed by the examiner/ HE as per CBSE norms.
- iii. Examiner of the Re-assessment Centre should be able to login and Re-assessed the Answer Book online assigned to them and confirms the marks in the system. Here originally given marks should not be visible to Examiner.
- iv. If there is change in marks post re-assessment by 4 or more than 4, then such Answer Books to be assigned to a 3-Member Committee of CBSE. A login has to be created for 3-Member Committee. Committee Members should be able login and view both the Answer Books on the same screen (Answer Book before re-assessment and the same Answer Book post reassessment with changed marks). Marks given should be visible for both the Answer Books. Committee Members shall verify the Answer Books and finalize the marks. Marks submitted by committee should be captured.
- v. In case if there is change in marks post Re-Assessment by more than 20. Then The Answer Book should be re-assigned for fresh Assessment again to the third Examiner as identified by CBSE. Marks of previous 2 assessments should not be visible to this Examiner. Once the assessment is over, the Answer Books with previous 2 marks and the third Answer Book should be assigned to 3-Member Committee. To finalize the marks facility should be provided to 3-member committee. Committee Members will verify all the Answer Books assessed at every stage and finalize the marks.
- vi. The Evaluated Marks post re-assessment shall be provided as digital output to the existing examination server / marks server at CBSE for result processing in the format required by the examination section of CBSE.

- vii. Once the Evaluation process is over at all locations or in between as required by CBSE, Service Provider should make a provision to generate the remuneration reports online as per this RFP for the respective Examiners and / HEs / any other entity / users involved in Answer Book Re-Assessment process. Accordingly, CBSE shall make the payment to users.

7.2.9 Indicative Process Flow – Photocopy and Online Re Evaluation of Answer Books



7.2.10 Dashboard and Management Information System (MIS)

- Bidder shall provide online monitoring tool to monitor scanning and assessment status, complaints, solved issues, etc.
- The monitoring tool shall be modified later as per the recommendations of the CBSE without any additional cost to the Board.
- The bidder shall capture the detail reporting requirements of all the mentioned departments / modules based on the discussions with the departments. The reports generated from the monitoring tool will be used to analyze the outcome of the project.

- d) In line with the implementation of the Digital Evaluation System, CBSE envisages reports over and above the standard reports which will enable their Management to analyze, report and take suitable decisions. Advanced reports are required by CBSE where additional data can be sourced from different applications and create reports ad-hoc/ on the fly by CBSE which should be viewable and shall be extracted in standard formats. The bidder may suggest, if any additional reporting tool shall be required to create these ad-hoc reports apart from standard available reports. The reports should be accessed as per the roles and responsibilities of the respective functions. System should allow reporting on the documents and workflows of the project.
- i. These reports can be provided as Excel spreadsheets, PDF files, etc. They shall be triggered directly by users or sent automatically by the system.
 - ii. System shall provide a facility to configure dashboard for individuals for e.g. dashboard for Examiners, HE, CNS, the section heads of different department, Director etc.
 - iii. Real-time information about the progress of each process
 - iv. Status of hardware installation, performance and maintenance by the bidder.
 - v. Status of Software performance and maintenance by the bidder.
 - vi. System shall provide graphical and tabular tools to view progress of each individual process.
 - vii. System shall support users drill down from a higher level view of business processes to lower-level details

7.2.11 Help Desk Support

The help desk service will serve as a single point of contact for all incidents, services and requests. The service will provide a Single Point of Contact (SPOC) and escalation closure of incidents for CBSE. The Help desk services would be for Infrastructure Facility Management supplied and installed as part of this RFP. Helpdesk services shall also be used for Application support across all the user base of CBSE.

Bidder to provision a help-desk number for Examiner and staff to support the Help desk operations for scanned answer book assessment. A facility for email-based support shall be provided. Frequently asked questions (FAQs) to be developed in English for Examiners and staff for self-diagnosis. The concerns/issues to be addressed only after assurance of authenticity of Examiner and staff.

Activities to be carried out at Helpdesk:

- a) Provide Help Desk facility during agreed service period window for reporting user department incidents / issues / problems with the Application related issues.
- b) Provide necessary channels for reporting issues to the help desk. The incident

- c) reporting channels could be:
 - Telephone
 - Online Ticket Management Tool
 - Specific E-Mail account
- d) Implement a call logging system in line with the severity levels as per the SLAs.
- e) The Help desk shall log user and assign an incident/ call ID number. Severity shall be assigned to each call as per the SLAs.
- f) Creation of knowledge base on frequently asked questions to assist users in resolving basic issues themselves.
- g) Track each incident/ call to resolution.
- h) Provide feedback to callers.
- i) Analyze the call statistics.
- j) Monitoring shall be done with the help of Helpdesk monitoring tools and system logs/ counters and therefore the reports and alerts can be auto generated.
- k) Escalate the calls, to the appropriate levels, if necessary, as per the escalation matrix agreed between the Bidder and CBSE.
- l) Analyze the incident / call statistics and provide monthly reports including but not limited to:
 - Type of incidents / calls logged
 - Incidents / calls resolved
 - Incidents / calls open
 - Root Cause analysis for frequently occurring incidents
- m) Help Desk facility shall be available during the weekdays, office hours or reporting issues /problems related to applications.
- n) Update concerned authority with complete and accurate system status.
- o) Notify designated personnel of systems or equipment failures, or of an emergency, according to the Operational Documentation.
- p) Maintain an updated on-line help-desk telephone number listing in the Escalation Matrix.
- q) Call tracking and closure.
- r) Provide detailed contact list of Help Desk Support to all users using system and receive log and dispatch or transfer calls.
- s) Make the guidelines for prioritization of calls and escalation procedure for approval.
- t) Prioritize problem calls as per the defined Severity Codes.
- u) Perform problem analysis and identify the problems and arrange support for resolution of problem.
- v) Intimate concerned authority of all the emergencies.
- w) Maintain the escalation procedure and notify the concerned person(s) as per the contact list provided by the CBSE.
- x) Provide monthly reports on calls handled by Helpdesk.

- y) Provide SLA calculations basis on the call logs and take a sign off from CBSE on SLA every week during the execution

7.2.12 Roles and Responsibility of Successful Bidder

Responsibility of the bidder includes but not limited to:

- a) Shall be required to operate the project on Turn-Key basis and handle the operations, maintenance, and management of the project as per the Scope of this RFP.
- b) Shall carry out Feasibility Survey, risk assessment and site evaluation in all selected assessment centres.
- c) Shall set up scanning facility at scanning centres at the designated locations.
- d) Shall procure, install, and commission the equipment for scanning centres and complete the related documentation.
- e) Shall arrange, install, and maintain the necessary application software as per the requirement mentioned in this RFP.
- f) Shall prepare periodic reports and status update to CBSE on implementation progress, and Monitoring of implementation & SLA.
- g) Shall Prepare Backup policy, Security policy, business continuity plan and other Policy documents.
- h) Shall Maintain a copy of Project Documentation including communication plan, delivery, installation and commissioning plan, training plan, acceptance test plan etc. for each location of Scanning centre.
- i) All expenses pertaining to the manpower deployed in the process along with maintenance cost of hardware/software will be borne by the successful bidder.
- j) Shall perform Operations & Management of the Scanning of Answer Books with necessary infrastructure as per SLA at Exam centre.
- k) Shall be solely responsible for managing the activities, within the scope of the Service Provider, of its personnel and will hold itself responsible for any misdemeanors.
- l) Provide technical assistance to CBSE for effective implementation of the project.
- m) Shall provide the Comprehensive Analytics based reports as required by CBSE.
- n) Shall provide the Periodic SLA reports.
- o) Shall Facilitate for SLA Audit by CBSE.
- p) Shall provide comprehensive training to the end user personnel and handholding support to CBSE and other stakeholders for maximizing the turnout and utilization of the project / equipment as per the scope.
- q) Any other points after the mutual discussion with CBSE for entire duration of the project.

7.2.13 Training

The successful bidder must provide the training and documentation for approximately more than 20,000 users (Examiners, HE, CNS, Office In charge, Controller of Examination, Supporting staff of CNS and Exam Center etc.) of the system across CBSE as well as registered external users.

The following activities need to be performed by the bidder as part of Training Documentation:

- a) Defining overall training requirements (indicative training plan) in consultation with CBSE.
- b) Preparation of training plan, schedule etc.
- c) Make provision of self-guided online training modules accessible over web or offline.
- d) Plan and impart training for trainers in all sub regions of CBSE.
- e) Providing periodic training before each exams through online mode
- f) Preparation of training guides/ user manuals for the application and installation manual and administration manual.
- g) Documentation to be provided to CBSE in electronic medium and Booklet in binding form.
- h) Bidder is required to provide Standard Operating Procedures (SOP), training manuals and interactive video tutorials for all the modules and applications of the customized solution as per CBSE requirements. The manuals should be updated as and when features/ functionalities in the system changes.
- i) Based on the skills of the users, the bidder has to provide comprehensive training, recommend approach for the same.
- j) Bidder is required to provide application software training to end user. The classroom trainings can be provided as mutually decided by the bidder and CBSE in English language. Training shall be sole responsibility of Service Provider. CBSE may provide information of training schedule and ensure the users to attend the same.
- k) The training shall be conducted as per CBSE directives as per scope of work of this RFP

7.2.14 On-Site Support

The bidder shall also be required to provide onsite support for on-boarding, training manual and hand-holding documents/ User manuals for the smooth operation of the system, wherever the system have been installed and implemented.

7.2.15 Technology Advancement

According to the technology advancement, successful Bidder shall provide upgraded product (hardware, software, networking, etc.,) with warranty during the

contract period in case of end of life by OEM without any extra cost to meet the technology advancement of the market. System to be upgraded with compatible and latest available technology from time to time without any extra cost.

CBSE, on request by successful bidder, may issue letter to OEM (software licensing) regarding utilization of VPN for Academic purpose viz., secured Digital evaluation system.

7.2.16 Future Consideration

Integration - To protect the current investments in the stand-alone IT applications in place, CBSE intends to integrate them with the proposed Digital Evaluation System.

7.2.17 Application Rights and Licenses

The bidder should own the or have authorization for Source code and IPR/ User Rights of the software product/ application being utilized for the purpose of Digital Evaluation System throughout the term of the contract.

7.2.18 Documentation

The successful bidder will provide detailed final system documentation for reference to CBSE. The successful bidder shall prepare the final User Manuals incorporating details of all menus and functionality provided by the System. CBSE expects the following (not limited to) in the form of product documents. In addition, the successful bidder will provide ongoing product information for reference purposes and to facilitate self-education for CBSE personnel. Key documents required are:

- a) Business Blueprint and Revised process documents consisting of granular details of each functional activity and any changes (if any) after the system has been implemented.
- b) Detailed Design document detailing technical architecture (application, network, and security).
- c) Database infrastructure architecture, including clustering/ mirroring, backup and recovery strategies, defining data structure, data dictionary as per standards laid-down by Government of India.
- d) Data Architecture, interface architecture and integration architecture. Appropriate load balancing and clustering techniques should be adopted by the selected bidder in the solution design for meeting the requirements of the RFP.
- e) A Detailed Project Plan and implementation Schedule.
- f) Fortnightly progress reports.

- g) System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, application security requirements.
- h) Configuration Documentation: consisting of system setting and parameters for each function modules.
- i) Process Flowcharts, Sequence Diagrams, detailed plan of Operations Management.
- j) User Manual including system instruction and use cases, running of a program to perform specific task in the system with sample reports, screen formats, details of menus and instructions on how to perform specific tasks in the system using screenshots etc.
- k) User manuals containing a detailed explanation of all applicable modules.
- l) Training Manuals as per the directions given by CBSE
- m) The bidder need to provide the Escalation Matrix during contract period.
- n) Installation Manuals, Operational Manuals and Maintenance Manuals.
- o) Test Cases, UAT Test Cases and Reports.
- p) Security policy and procedure for software including password security, logical access security, operating system security, data classification, and application security and data backups (Security compliance checklist).
- q) AV Presentations/ Video Tutorials including self-learning modules of the working of the solution. This shall be used to inform the working of the solution to applicable officers and staff at CBSE.
- r) Security Audit Report for conducting Vulnerability Assessment and Penetration Testing for the proposed hardware, in production environment.
- s) Security Audit Report for conducting Web Application security testing for the proposed solution, in production environment.

Both the security audit reports should be submitted by the bidder one week prior to the Go-Live of the applications. These reports should contain the closure status of the gaps identified. Both these audits should have been conducted by a CERT-In empaneled body/ organization.

7.2.19 **Compliance with Industry Standards**

- a) As per government guidelines, the choice of open source vs proprietary software is left to bidder till the time it follows open standards.
- b) While developing an application in response to this RFP, the SP shall adhere to all applicable policies and standards published by Government of India, which includes:
 - i. Ministry of Electronics and Information Technology, Government of India as updated from time to time. The latest version of the standards may be found at <https://egovstandards.gov.in>
 - ii. National Informatics Corporation The latest version of the standards may be found at www.web.guidelines.gov.in/

- iii. "Policy on Open Application Programming Interfaces (APIs) for Government of India" available at:
<http://www.egazette.nic.in/WriteReadData/2015/164238.pdf>

7.2.20 **Technical Requirements**

The successful bidder shall be responsible to adhere to all the technical requirements as mentioned in this section below:

- a) The solution should be web-based application based on multi-tier architecture.
- b) The solution should be compatible and be able to be integrated with various open standards, technologies, plug and play solutions etc. and should not restrict CBSE in using the solution data for any other applications.
- c) The system's development environment and databases should not restrict CBSE from using the application or data in any future applications.
- d) The solution should support multilingual (English and Hindi) and should be UNICODE compliant supporting screens, data entry, search facilities, reports etc. The solution should adhere to all the mandatory guidelines by Govt.
- e) Version Control & Archiving: The bidder would be required to provide version control and archiving facility as strict version control is necessary for legal accountability, backup and disaster recovery. Versioning should also allow contributors to know whether they are working with the latest version, and allow them to merge changes made in separate versions when needed.
- f) The application should be interoperable, portable and scalable towards applications, services, interfaces, data formats and protocols.
- g) The solution should be browser, platform independent.

7.2.21 **Security Requirements**

The successful bidder needs to provide details of the solution design that would enable them to meet the below mentioned security requirements / (Secured VPN).

- a) The bidder should obtain the security certificate for the solution offering after getting the solution security (Secured VPN) audited by a CERT-In empaneled agency.
- b) The audit trails of all activities are to be maintained and handed over to CBSE after every examination.
- c) The application must comply with OWASP (Open Web Application Security Project) top 10 vulnerabilities.
- d) The bidder should submit the compliance checklist that the solution has adequate security measurements to prevent the following threats. The threats to an electronic application can be classified into:
 - i. **Integrity violations**

A malicious party may alter the application specification document or any information. Thus, users may submit data for the wrong project or fail to complete all requirements. A malicious party can change, alter, or delete a submitted data prepared by the user.

ii. **Confidentiality violations**

On closed systems, where only authorized applicants are allowed to view the case. Malicious parties shall be able to view sensitive material in the case. A malicious party can access sensitive information contained in the application.

iii. **Masquerading or impersonation**

A malicious party may impersonate the application and issue false information, causing applicants to waste time and money in reparation of submission documents including drawings. A malicious party could also generate fake entries pretending to be actual staff and thus causing applicants to produce invalid application submissions. A malicious party can submit a false application under the name of a legitimate applicant. The legitimate applicant may not be able to deny ownership of this false application.

iv. **Non-repudiation**

Either users or the departments can deny access to content or time of submitted data/document causing a dispute between the concerned departments and users.

v. **Time-integrity violations**

A malicious party may alter the time on the server causing manipulations in the application submission and approval time.

vi. **Non-verifiable evidence**

Users shall be able to deny that they have received responses to explanation requests or comments from the concerned departments and falsely claim that they were not given an equal opportunity to respond to the respective applications. Pre-qualified applicants in a particular case may dispute that they never received any communication pertaining to the applications made by them and were not given the chance to provide reply or relevant supporting's for the case.

vii. **Denial of service**

The server shall be down due to a denial-of-service attack or technical failure.

- e) The successful bidder needs to meet the security requirements (Secured VPN) published by MeitY or any standards body setup / recognized by Government of India from time to time and notified by MeitY as a mandatory standard.
- f) VPN architecture to be deployed for Digital evaluation system.
- g) Secured (VPN) of the application to be preserved.
- h) Other Security Requirements (Secured VPN) to be complied with
 - i. Virus Attack: This shall include malicious code infection of any of the desktops / servers in the network.
 - ii. Denial of Service Attack: This shall include non-availability of service.
 - iii. Data Theft: Compromise of any kind of data through network.
 - iv. Intrusion: Successful / unsuccessful unauthorized access to the Solution/ network resulting in loss of confidentiality/ Integrity/ Availability of data and other features of the solution.
 - v. Other requirements for system security shall include (but not limited to): Adherence to the requirements of the concerned departments and CBSE.
 - vi. Encryption of Data during transfer through the network so as to minimize the scope of compromise of information.
- i) The web application should also be tested for following tests (not limited to this):
 - i. Password strength
 - ii. Buffer overflows
 - iii. Cross site scripting
 - iv. SQL Injections
 - v. Source code disclosure
 - vi. HTTPS Response Splitting
 - vii. Link Injection
 - viii. Cross site request forgery
 - ix. Windows File Parameter Alteration
 - x. URL Decoding DOS
 - xi. Internal IP Address Disclosure
 - xii. Application Physical Path Disclosure
 - xiii. Host Header Information Leakage
 - xiv. Phishing through URL Redirection
 - xv. Unencrypted Login Request
 - xvi. Insecure HTTP Methods
 - xvii. HTTPS TRACE/ TRACK Method

The bidder should take appropriate measures to prevent any vulnerabilities that may come in future.

- j) Virtual Private Network (VPN)/Enterprise Browser/Secure Channel

CBSE desire to implement secure Virtual Private Network (VPN)/Enterprise Browser/Secure Channel (Hub to site/ Sever to client). The functionality of the same is as below: -

- i. Solution should be implement using zero trust principle.
- ii. It is based on encryption, which ensures integrity and confidentiality of all traffic. Traffic flows may take different paths but on the other hand they are secure. Besides encryption, a main concept of VPNs is putting the data that is going to be sent over the Internet in an IP packet and then making this IP packet a payload of another IP packet. This process is called encapsulation. The new packet is addressed to an entry node, a gateway, which can extract the encapsulated packet, and forward it to the destination inside the private network.
- iii. The IP packet shall be encrypted when entering the public network and decrypted when leaving the public network.
- iv. Bidder is expected to provide solution to CBSE regional/Branch offices nodes. Estimated nodes which would be connected with Solution is as per the below table:

#	Total Answer Booklets processed in an Academic Year (Range)	No of Maximum User/ Node Limit
1	1 to 50,00,000	20,000
2	1 to 1,00,00,000	40,000
3	1 to 1,50,00,000	60,000
4	1 to 2,50,00,000	80,000
5	1 to >2,50,00,000	1,00,000

- v. To enable secure communication between sites, each location shall be equipped with one or more gateway devices. These gateways are solely responsible for tunnelling and mutual authentication at both ends. Network clients at either site remain unaware of the tunnel's existence, with only the gateways managing the encrypted connection.
- vi. The solution must ensure comprehensive data security—**at rest, in transit, and in use**—by implementing robust encryption standards (such as AES-256, TLS, or their equivalents), granular access controls, and real-time Data Loss Prevention (DLP) mechanisms. Continuous monitoring and auditing of data activity must be performed to detect and prevent unauthorized access or data leakage.
- vii. The solution must enforce **device posture verification**—checking for compliance elements such as antivirus presence, disk encryption status, and operating system version—prior to granting or secure application access.
- viii. Non-compliant endpoints must be either quarantined or denied access automatically.

- ix. If a device is found non-compliant, access to the application shall be permitted only via a **secure, controlled browser environment**. This browser must include controls such as:
 - Screenshot prevention
 - Upload/download restrictions
 - Watermarking
 - Audit trail logging
 - Clipboard/data masking controls
 - Screen sharing and print restrictions
 - Typing guard
 - DLP content pattern checks
 - Malware scanning
 - Phishing defence
 - Keylogging and screen scraping protection
- x. The solution must enforce Multi-Factor Authentication (MFA)—using OTP, TOTP, push notifications, or device certificates—prior to allowing any secure access.

7.2.22 **Security Audit and Application Audit**

It is the responsibility of the selected bidder to get the security and application audit done of the proposed solution with a CERT-In empaneled security auditor. The selected bidder would be required to share the complete details of the audits along with copies of all communication and bug reports/ removal, written or otherwise. The cost of procuring a security certificate shall be borne by the bidder. Whenever there is code change on the business/service layer, the bidder shall get the security audit done of the implemented solution with no additional cost to CBSE. If there any other application security requirement of the Data Center for hosting of the solution and web portal, then same has to be completed by bidder from CERT-In/ STQC empaneled security auditor.

7.2.23 **Hosting and Maintenance**

- a) It is the responsibility of the bidder to host the software application infrastructure and data at the proposed Data Centre. The CSP proposed shall comply or meet any security requirements applicable to Service Providers published by MeitY or any standards body setup / recognized by Government of India from time to-time and notified to the Service Providers by MeitY as a mandatory standard. It should be noted that the bidder is expected to bear all costs for hosting at the Data Centre as per the requirement of the RFP.
- b) The bidder shall be responsible to coordinate with proposed Data Centre operator to host, install and configure application software and/ web portal. The bidder shall adhere with the rules and regulation of Data Centre.

- c) The bidder should give an undertaking on willingness to host the application and the data on the proposed Data Centre.
- d) All the data created/captured under this project shall be the property of CBSE.
- e) Configuration with proposed Data Centre in India: The selected bidder shall be responsible to configure the application software and/ web portal with existing infrastructure at Data Centre; like application server, backup server, disaster recovery, application load balancer, etc.
- f) Some of the key functionalities of proposed Data Centre are Central Data Repository, Secure Data Storage, Disaster Recovery, Remote Management and Service Integration to be implemented by the bidder as required by the scope of this RFP.
- g) The bidder shall be responsible for installation and configuration of additional third party tools at Data Centre in India (Tier 3 or higher) or with MeitY empaneled Cloud Service Provider (including backups) if required.
- h) It is the responsibility of the bidders to quote for and provide all the infrastructure and applications for meeting all the requirements and SLAs of the RFP. In case it is found that additional infrastructure and applications are required for meeting the RFP requirement and the same has not been quoted by the bidder, the bidder shall provide all such additional infrastructure/ applications at no additional cost.
- i) The bidder is expected to carry out an independent exercise to see that the conceptual design including the proposed Data Centre in India and the proposed internet bandwidth and the IT and non-IT hardware at proposed Data Centre in India is capable to meet the requirements of the RFP including the performance requirements and service level standards. Any major IT and non-IT item required for meeting the requirements of the bid should be pointed out by the bidders well before the last date of bid submission.
- j) To maintain business continuity, the bidder shall make use of existing database cluster available at the proposed DC and DR in India.
- k) The application should provide for capabilities to enforce access controls to protect user information from manipulation and any unauthorized access.
- l) The data/information should be accessible via secure port and protocols only.
- m) Audit Trail shall be maintained for the applications and the audit logs shall be maintained as per MeitY, Govt storage and archival requirements.
- n) The hosting of application shall aim for enough concurrent connections to ensure that there are no performance issues due to excess load and with option to upscale the number of concurrent connections later, if the number of participants increases. Hence, provision to be made for the same. It should

Support clustering or load balancing. Servers should be in High Availability and Disaster Recovery at 50% of the Data Centre is required.

- o) The DB should not allow any user to directly login to the DB to change the content.
- p) Any change should be carried out via the application.
- q) The bidder must ensure that ensure that the scanned Answer sheets are encrypted and stored and the keys for encryption are stored in a separate high security database (preferably a vault) so that security of is increased. Further the encryption should be more than 512 bit encryption at least.

7.2.24 **Backups and Preventive Maintenance**

The selected bidder shall provide for backup management services (conduct regular backups and restoration (if required), of critical data and systems. The activities shall include:

- a) The proposed solution should have database backup and recovery strategy.
- b) Periodic backup and recovery of Database, application, web content, scanned answer book, marks, score/result, Video/CCTV footage (CCTV have to be installed at scanning centres) for three months for each academic year.
- c) Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
- d) Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by CBSE or in case of upgrades and configuration changes to the system.
- e) Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
- f) Prompt problem resolution in case of failures in the backup processes.
- g) On-going support for file and Folder restoration requests.
- h) The Service Provider should define and indicate the preventive maintenance schedule and procedure. Any special tools/ instruments/ equipment's required carrying out the preventive and break down maintenance of the system offered should be clearly indicated and offered to department by the selected bidder at no extra cost.

7.2.25 **Operational Acceptance**

Successful completion of the implementation will be gauged through a series of formal acceptance tests performed on all aspects of the system/sub systems:

- a) The bidder must ensure the application and all its related information hosted at the Data Centre in India (Tier 3 or higher) or with MeitY empaneled Cloud Service Provider (including backups).

- b) In the Go-Live phase, bidder will have to manage and roll out a beta stage where the system will be made available and restricted only to the users in the department through an appropriate mechanism on the web, and conduct user acceptance testing of the system based on test cases developed by the bidder in consultation with the relevant departments and validated by CBSE. Based on the test results, required changes will be carried out and tested.

Post this, the services will be officially launched and operational acceptance will be complete.

7.2.26 Final acceptance of Application

At the end of the application acceptance period, CBSE will acknowledge the acceptance in writing and approve it for Go-Live. This, however, will happen upon completion of the following:

- All required activities as defined in the bid document including all changes agreed by concerned department/ CBSE and delivered by the successful bidder and accepted by the concerned departments.
- All required documentation as defined in this bid document including all changes agreed by concerned department/ CBSE and delivered by the successful bidder and accepted by the concerned departments.
- All required training as defined in this bid document and delivered by the successful bidder and accepted by the department.
- All identified shortcomings/defects in the systems have been addressed to the concerned department's complete satisfaction.
- The final signoff shall be decided by CBSE based on the first quarterly progress report submitted by the bidder and feedback from end users.
- Completion of all login credentials of Assessors as per their center. There should not be any mapping issue of each individual assessor (center wise).

7.2.27 Timeline, Deliverable and Payment Schedule

The bidder will be responsible to Design, Develop, Customize, Implement and Maintain a Digital Evaluation System for CBSE, for a term of the contract within given timeframe from the issue of initial (first) work order for academic year 2025-26.

Initially pilot implementation of Digital Evaluation System will be done during end of academic session 2025-26. Post successful conduction of Pilot, CBSE will intimate the successful bidder regarding scope of work to be undertaken during the further contract period.

#	Milestone/ Deliverables	Timelines (in weeks)
	SYSTEM STUDY	
1	a. Conduct Study of related business processes of CBSE b. Study System of various existing applications of CBSE	T1 = T0 + 6 weeks

	<p>Understanding existing Data Structures Gap Analysis, Business Process Reengineering and so on.</p> <p>c. Preparation of SRS, System Design Document (SDD) and its finalizations etc.</p> <p>d. Submit the SRS (Software Requirement Specification) document to CBSE.</p>	
	Customisation, development, testing & UAT signoff	
2	<p>a. Includes Design, Customize, Procure, Supply, Integrate, Commissioning, Licensing, Configuration, and Deployment of proposed solution</p> <p>b. Deployment, Rigorous Testing</p> <p>c. UAT with relevant CBSE signoffs.</p>	$T2 = T1 + 5 \text{ weeks}$
	Installation & Implementation of Application	
3	<p>a. Real time Testing of the application</p> <p>b. Demonstration of successful Testing to CBSE</p>	$T3 = T2 + 1 \text{ week}$
	Third party audit of application & web portal	
4	<p>a. This includes the fixing defects and procuring the security audit certificate.</p>	$T4 = T3 + 2 \text{ weeks}$
	Capacity Building & Training	
5	<p>a. Identification of Users for Training</p> <p>b. Preparation of Indicative Training Plan and Publishing Training Calendar</p> <p>c. Training Material (Printed/ Online Material, Audios, Videos, Guide Tours, Virtual Tours etc.)</p> <p>d. Execution of Training Plan</p> <p>e. Gather Training Feedback to understand gaps if any followed by plugging of these gaps</p>	As per Academic Calendar 2025-26 and examination schedule
6	Go Live	As per Academic Calendar 2025-26 and examination schedule
7	Operation & Maintenance Support (for the term of the contract)	For the contract period

T0 = Date of Signing of Contract

8. Payment Schedule

- a) Payments will be released only on satisfactory acceptance of the deliverables as per the following schedule:
- The payment shall be calculated based on the total number of answer booklets evaluated through the system for the academic year examinations. The applicable slab rate per booklet (Price Per Answer Booklet (PPAB)) shall be determined as per the Financial Proposal submitted by the selected bidder (refer Appendix-II | Form 2: Financial Proposal), thereby deriving the following:
 - CAY** (Cost for Academic Year) = Total Number of Answer Booklets evaluated during Primary Exam(s) × PPAB
 - CAY-Re** = Total Number of Answer Booklets received for Re-evaluation × 50% × PPAB
 - CAY-Comp** = Total Number of Answer Booklets received during Compartment Exam × PPAB
 - The prices should remain firm and not subject to any upward revisions on any account whatsoever throughout the period of contract
 - Payments will be released only after satisfactory delivery and acceptance of services by CBSE, as per the defined timelines and milestones (SLA)
 - The payments shall be made as per the following schedule:

Milestone	Payment
Completion of Evaluation for Academic Year Primary Exam(s)	50% of CAY
Declaration of Result for Academic Year Primary Exam(s)	40% of CAY
Completion of Re-evaluation Process and Compartment Exam	10% of CAY + CAY-Re + CAY-Comp

- The bidder will raise the invoices to CBSE at actual as per the milestones mentioned above in the table.
- CBSE will release the payment within 45 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the scope of the project and meeting the SLA Criteria. All payments will be made only after entire execution of the respective milestone subject to satisfactory services rendered by the bidder and subsequently recommended and certified by respective desk officer.
- Satisfactory services/ Successful completion of the activities mentioned in payment schedule means compliance to SLA's as laid out in the RFP.
- CBSE shall also review both technical and performance parameters at the end of each year/ time to time and decide on continuation if performance is found satisfactory.

- f) CBSE shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by Service Provider, when CBSE disputes such invoice or part of it, provided that such dispute is bona fide.
- g) All payments shall be made corresponding to the goods or services delivered, installed, or operationally accepted, as per the Contract Implementation Schedule, at unit prices specified in the Commercial Bids.
- h) If the Bidder is liable for any penalty as per the SLA, the same shall be deducted from payments due to the Bidder.
- i) All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current income-Tax Act and any other taxes.

9. Fraud & Corrupt Practices

- a) The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Board shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Board shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- b) Without prejudice to the rights of the Board under Clause above and the rights and remedies which the Board may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the Board during a period of <2 (two) years> from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the Board to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection 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 Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, 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 Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether

during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Board in relation to any matter concerning the Project;

- ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Board with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "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 Selection Process.

10. Conflict of Interest

- a) A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Board shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Board for, inter alia, the time, cost and effort of the Board including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Board hereunder or otherwise.
- b) The Board requires that the Implementation Agency provides solutions which at all times hold the Board's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Board.
- c) Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Bidder; or
- vi. there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Systems Implementation Agency will depend on the circumstances of each case. While providing software implementation and related solutions to the Board for this particular assignment, the Systems Implementation Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- vii. A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- viii. A Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the Board in continuation of this systems implementation or to any subsequent systems implementation executed for the Board in accordance with the rules of the Board.

11.Exit Management

Service Provider will hand over the relevant project asset for which CBSE has the ownership as per scope of work created during the Implementation for successful handover of the project. This process will be initiated 3 months before the ending of the project contract. In order to align both the parties on transition modalities, Service Provider will submit a detailed Exit Management Plan before 6 months of the ending date of the contract. Exit Management Plan will include following but limited to:

- a) Source code that was written in the process of customization of existing solution to meet the requirements of RFP, Entire Data at Data Centre (Tier 3 or higher) infrastructure or with MeitY empaneled Cloud Service Provider (including backups).
- b) Method of Transition, including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.
- c) Proposal for necessary setup or institution structure required at CBSE level to effectively maintain the project after contract ending.
- d) Training and handholding of CBSE Staff or designated officers for maintenance of project after contract ending.
- e) CBSE will approve this plan after necessary consultation and start preparation for transition.

Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria. Pre-Qualification Proposal & Technical Proposal shall comprise of following forms:

- a) Forms to be used in Pre-Qualification Proposal
 - Form 1: Compliance Sheet for Pre-qualification Proposal
 - Form 2: Particulars of the Bidder

- b) Forms to be used in Technical Proposal
 - Form 3: Undertaking for Compliance of rule 144(xi) of GFR
 - Form 4: undertaking on Conflict of Interest
 - Form 5: Letter of Proposal
 - Form 6: Project Citation Format
 - Form 7: Proposed Solution
 - Form 8: Manufacturers Authorization Form
 - Form 9: Undertaking on being not blacklisted

Form 1: Compliance Sheet for Pre-qualification Proposal

#	Pre-qualification Criteria	Documentary Evidence Required	Provided (Yes/No)	Reference Page No.
1	Compliance to Rule 144 (xi) of GFR 2017	Undertaking as per the form provided		
2	Legal Entity	Copy Certificate of Incorporation issued by Registrar of Companies		
3	GST & PAN	Copies of relevant certificates		
4	Annual Turnover	Three years audited financial statements		
5	Net Worth	Auditor's certificate		
6	Technical Capability	Experience details with documentary evidence for scope of work and contract value, along with client contact details, in the form of Work order / Purchase order / Completion certificate from client		
7	Data Centre Certifications	a. Copy of the Meity empanelled certificate, b. Copy of GCC empanelment certificate c. Copy of STQC audited DC certificate d. Copy of STQC audited DR certificate		
8	Manpower Strength	Certificate from HR Head		
9	ISO/IEC-27001:2013 or later	Copy of the Certificate(s) signed and stamped by the authorised signatory of the Bidder		
10	CMMI Certification	Copy of the Certificate(s) signed and stamped by the authorised signatory of the Bidder		
11	Blacklisted Entity / Debarment	Declaration by authorised signatory of the Bidder		
12	Conflict of Interest	Declaration by authorised signatory of the Bidder		
13	Authorized Signatory	Board Resolution / Authorization Letter		
14	Earnest Money Deposit	Demand Draft		

Form 2: Particulars of the Bidder

#	Bidder Details	Response
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited, etc.)	
3	Year of Establishment	
4	Date of registration	
5	ROC Reference No.	
6	Details of company registration	
7	Details of registration with appropriate authorities for service tax / GST	
8	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form-3: Undertaking for compliance of rule 144(xi) of GFR

(Company letter head)

To

[Date]

<< Authorised Officer,
CBSE,
New Delhi, India - 110077>>

Subject: Submission of Model Certificate in compliance of Rule 144 (xi) of GFR 2017

Dear Sir/Madam,

I have read the clause regarding restrictions on procurement from a bidder of a country which shares land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

I have read the clause regarding restrictions on procurement of a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

Form-4: Undertaking on Conflict of Interest

(Company letter head)

[Date]

To

<< >>

Sir,

Sub: Undertaking on Conflict of Interest

I/We, as the Implementation Agency, do hereby undertake that there is absence of, actual or potential conflict of interest on our part as the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with the CBSE.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold CBSE harmless during the term of the contract or twelve months thereafter against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by CBSE and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorized Signatory

Designation

Company Seal

Form 5: Letter of Proposal

To:
Secretary
Central Board for Secondary Education
Integrated Office Complex
Sector 23, Phase-1, Dwarka
New Delhi – 110077

Subject: Submission of the Technical bid for Selection of a Service Provider for Digital Scanning and e-Evaluation of Answer Booklets for various examinations of CBSE

Dear Sir/ Madam,

We, the undersigned, offer to provide services to CBSE for Digital Scanning and e-Evaluation of Answer Booklets for various examinations of CBSE with your Request for Proposal dated <insert date> and our Proposal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in the contract agreement.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

Form 6: Project Citation Format

#	Item	Details of Project 1	Details of Project 2	Details of Project 3 and so on
1	Name of the Project			
2	Date of Work Order			
3	Client Details with address and contact numbers			
4	Scope of Work			
5	Contract Value			
6	Volume of the Transaction			
7	Additional information if any such as Number of students, Number of Answer Booklet (More than 20 pages), duration etc.			
8	Documentary Proof and necessary details			
	<i>Please attach the proof - Work Orders Certificates or Letter of Appointments etc with the credential only</i>			

Bidder:

Signature: _____

Name: _____

Designation: _____

Company Seal: _____

Date: _____

Form 7: Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

- Solution Proposed
- Understanding of the project (how the solution proposed is relevant to the understanding)
- Technical Approach and Methodology

Form 7A: Proposed Solution

#	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	O&M Support (Warranty/ATS)	Reference in the Submitted Proposal (Please provide page number/section number)

Form 7B: Proposed Solution

#	Item	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	No. of Licenses (Development Environment)	No. of Licenses (UAT)	No. of Licenses (Training)	No. of Licenses (Data Center Production)

Form 8: Manufacturer's Authorization Form

<Location, Date>

To,
Secretary
Central Board for Secondary Education
Integrated Office Complex
Sector 23, Phase-1, Dwarka
New Delhi – 110077

Sub: Manufacturer Authorization Letter for RFP No. <> dated <> for <RFP Name>

Dear Sir,

We, <OEM Name> having our registered office at <OEM address>, hereinafter referred to as OEM are an established manufacturer of the following items quoted by <Bidder Name> having their registered office at <Bidder address>, hereinafter referred to as Bidder.

We <OEM Name> authorize <Bidder's name> to quote our product for above mentioned tender as our Authorized Indian Agent.

We confirm that we have understood the delivery & installation time lines defined in the RFP. We confirm that we have worked out all necessary logistics and pricing agreement with <bidder name>, and there won't be any delay in delivery, installation and support due to any delay from our side. Our full support as per pre-purchased support contract is extended in all respects for supply, warranty and maintenance of our products. We also ensure to provide the required spares and service support as pre-purchased for the supplied equipment for Contract Term. In case of any difficulties in logging complaint at bidder end, user shall have option to log complaint at our call support centre.

We also undertake that in case of default in execution of this tender by Bidder, we shall provide necessary support to Central Board for Secondary Education (CBSE) in identifying another authorized partner with similar certifications/capabilities and extend support to the new partner in accordance with OEM's agreement with the new partner. In case Bidder is unable to fulfil the obligations given under this RFP, OEM shall be responsible to replace the Bidder with an alternate Indian Authorized agent to facilitate CBSE to get the requisite work done. OEM shall also ensure that the alternate Indian Authorized Agent in this case shall abide by all the terms and conditions laid down under this tender and during the empanelment of the Bidder for the quoted OEM products.

If any product is declared end of sale, we shall proactively ensure that a suitable equivalent or higher roll over product is offered through the existing Bidder to CBSE for due approval, empanelment and order executions thereafter.

We understand that any false information/commitment provided here may result in <OEM's Name> getting debarred from doing business with CBSE.

Yours sincerely,

For <OEM/Manufacturer name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____

Date: _____

Note:

- *The letter should be submitted on the letter head of the Manufacturer/OEM and should be signed by the authorized signatory*
- *Any deviation would lead to summarily rejection of bids*

Form 9: Undertaking on being not blacklisted

(On Rs.100 court stamp paper)

- i. This is to certify that << **COMPANY NAME** >> is not blacklisted by the Government of India or any of its agencies for any reasons whatsoever and not blacklisted by Central/ any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on submission of date of bid and not backed out from executing the work after award of the work and is approved / upheld by any court decree or arbitral award against the bidder to such effect as on the bid submission date.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date

Place

Appendix II: Financial Proposal Templates

Form 1: Covering Letter

<Location, Date>

To:

Secretary
Central Board for Secondary Education
Integrated Office Complex
Sector 23, Phase-1, Dwarka
New Delhi – 110077

Subject: Submission of the financial bid for Selection of a Service Provider for Digital Scanning and e-Evaluation of Answer Booklets for various examinations of CBSE

Dear Sir/Madam,

We, the undersigned, offer to provide services related to Digital Scanning and e-Evaluation of Answer Booklets for various examinations of CBSE in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of INR _____ . This amount is inclusive of the local taxes.

1. PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.

We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections. Any miscalculation of taxes would be on our own account.

We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in Section 7, "Scope of Work". These prices are indicated in Commercial Bid attached with our Tender as part of the Tender.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our Proposal is made in good faith, without collusion or fraud and the information contained in the Proposal is true and correct to the best of our knowledge and belief.

We understand that our Proposal is binding on us.

Thanking you,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Name of Firm:

Address:

Form 2: Financial Proposal

#	Item Description	Quantity	Total Answer Booklets Processed in an Academic Year Range	Weightage	PRICE SCHEDULE				
					No of Answer Booklets Considered	Rate per Answer Booklet	Cost Consideration (exclusive of Taxes)	Tax in %age	Total Cost (inclusive of Taxes)
		A	B	C	D	E	F = C*D*E	G	H =F * (1+G)
All cost in INR									
1	Price per processing of answer booklet	1	1 to 50,00,000	20%	50,00,000			0%	
2	Price per processing of answer booklet	1	1 to 1,00,00,000	25%	1,00,00,000			0%	
3	Price per processing of answer booklet	1	1 to 1,50,00,000	25%	1,50,00,000			0%	
4	Price per processing of answer booklet	1	1 to 2,50,00,000	20%	2,50,00,000			0%	
5	Price per processing of answer booklet	1	1 to >2,50,00,000	10%	3,00,00,000			0%	
Total Cost (Inclusive of Taxes)									
Total cost in words									

- a) **Price per answer booklet** is inclusive of services for Scanning the answer booklets and Designing, Developing, Customizing, Hosting, Implementing and Maintaining the Digital Evaluation System for each academic year.
- b) Revaluation of answer booklets shall be paid at 50% of above quoted price as per actual number of revaluation booklets

Appendix III: Template for Performance Bank Guarantee

Form 1: Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

To,
Secretary
Central Board for Secondary Education
Integrated Office Complex
Sector 23, Phase-1, Dwarka
New Delhi – 110077

1. Against contract vide Advance Acceptance of the Tender No. _____ dated _____ covering _____ (hereinafter called the said "Contract") entered into between Central Board for Secondary Education (CBSE) (hereinafter called "Board") and _____ (hereinafter called the "Bidder") this is to certify that at the request of the Bidder we _____ Bank Ltd., are holding in trust in favour of Board, the amount of _____ (write the sum here in words) to indemnify and keep indemnified Board against any loss or damage that may be caused to or suffered by Board by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of Board, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by Board shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to Board.

2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by Board before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from Board.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of Board.
4. We undertake to pay to Board any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that Board shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time from time to time any of the powers exercisable by Board against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by Board to the said Bidder or for any forbearance and or omission on the part of Board or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Date _____

Place _____

Witness _____

Signature _____

Printed name _____

(Bank's common seal)

Appendix IV: Template for Change Control Note Format

Form 1: Change Control Note (CCN) Format

Change Control Note	CCN Number:	Version:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
<i>To include reason for change and appropriate details/ specifications. Identify any attachments as A1, A2, A3 etc.</i>		
Authorized By Board:	Date:	
Name:		
Signature:		
Received by the Bidder	Date:	
Name:		
Signature:		

Change Control Note	CCN Number:	Version:
Part B: Evaluation		
Title:		
<i>Identify any attachments as B1, B2, B3 etc.</i>		
<i>Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.</i>		
Brief Description of the Solution		
Impact:		
Deliverables		
Timelines		
Charges for Implementation (if any) – including a schedule of payments		
Other Relevant Information		
Authorized By Bidder:	Date:	
Name:		
Signature:		

Change Control Note	CCN Number:	Version:
Part C: Authority to Proceed		
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)		
Approved		
Rejected		
Requires Further Information (as follows, or as Attachment 1 etc.)		
For Board:	Date:	
Name:		
Title:		
Signature:		
For Bidder:	Date:	
Name:		
Title:		
Signature:		

Appendix V: Service Level Agreement (SLA)

This section describes the service levels to be established for the services offered by the bidder. The successful bidder has to comply with below-mentioned SLAs to ensure

adherence to quality, security and availability of service. The bidder should provide adequate tools required to capture the data for SLA verification and will submit the SLA reports on the monthly basis to CBSE.

Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

- i. "Scheduled Maintenance Time" shall mean the time that the system is not in service due to a scheduled activity as defined in this SLA. Further, scheduled maintenance time is planned downtime with the prior permission of CBSE.
- ii. "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within at bidders identified data centers will be 24x7x365. The total operation time for the client site systems shall be the business hours of CBSE.
- iii. "System or Application downtime" means accumulated time during which the system is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time CBSE and/or its employees log a call with the bidder team of the failure or the failure is known to the bidder from the availability measurement tools to the time when the system is returned to proper operation.
- iv. "Availability" means the time for which the services and facilities are available for conducting operations on CBSE system including application and associated infrastructure. Availability is defined as: $\{(\text{Scheduled Operation Time} - \text{System Downtime}) / (\text{Scheduled Operation Time})\} * 100\%$
- v. "Helpdesk Support" shall mean the support center which shall handle fault reporting, Trouble Ticketing and related enquiries during this contract. The helpdesk support is to be provided from 9:30 AM to 6:30 PM, as decided by CBSE during the examination seasons. The timing shall be extended under emergency circumstances, if need be.
- vi. "Incident" refers to any event/ abnormalities in the functioning of the any of IT equipment/ services that may lead to disruption in normal operations of the system or application services.

Interpretation and General Instructions

- i. The business hours are 9:30 AM to 6:30 PM on all working days (Monday to Friday during examination period) excluding Public Holidays or any other Holidays observed by CBSE, the bidder however recognizes the fact that CBSE's offices will require to work beyond the business hours on a need basis.
- ii. "Non-Business Hours" shall mean hours excluding "Business Hours".
- iii. The availability for a services will be the average of availability across all components rather than on individual component. However, non-compliance with performance parameters for infrastructure and system/service degradation will be considered for downtime calculation.
- iv. The SLA parameters shall be monitored on a quarterly basis as per the individual SLA parameter requirements. The bidder is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause.
- v. A Service Level violation will occur if the bidder fails to meet Minimum Service Levels, as measured on a Quarterly basis, for a particular Service Level. Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. An "Availability and Performance Report" will be provided by the bidder on quarterly basis in the CBSE suggested format and a review shall be conducted based on this report. A quarterly Availability and Performance Report shall be provided to CBSE and the concerned department at the end of every month containing the summary of all incidents reported and associated bidder performance measurement for that period.
- vi. The SLAs will prevail from the start of the Operations and Maintenance Phase. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. CBSE and the successful bidder.
- vii. The subsequent table outlines the key service level requirements for the system, which needs to be ensured by the bidder during the operations and maintenance period. These requirements shall be strictly imposed and either CBSE or a third party auditing agency shall be deployed for certifying the performance of the bidder against the target performance metrics as outlined in the subsequent tables.

General terms of Service Level Conditions

- i. Implementation SLAs: These SLAs will be used to evaluate the timelines for completion of deliverables that are listed in the deliverable and payment schedule of Section 6.6.
- ii. Post-Implementation SLAs: These SLAs will be used to evaluate the performance of the services on quarterly basis.
- iii. Payment to the successful bidder will be impacted by the penalty levied for nonperformance as per SLA requirements.

- iv. The bidder will be imposed a penalty on the payment due in that quarter/ delivery milestone for every deviation of the desired levels non-compliance as defined in the SLA matrix.
- v. The aforementioned SLA parameters shall be measured per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the bidder and audited by relevant departments for accuracy and reliability. The bidder would need to configure the SLA Measurement Tools such that all the parameters as defined under SLA matrix given below. Post implementation SLAs should be measured and appropriate reports be generated for monitoring the compliance.

Implementation SLAs

- i. Parameters: The SLA parameters for the implementation stage would be directly related to the delivery timelines of the deliverables as mentioned in the Section 7.2.27, Timelines, Deliverables and Payment Schedule. This would consist of the entire Bill of Materials and the applications system with successful UAT of the same.
- ii. Period: These SLAs would be applicable until the concerned department Sign-Offs. The deliverables would be measured at every payment milestone as mentioned in the matrix (Refer Section 6.6).
- iii. Penalty Value: For delay of every week in completion and submission of the deliverable, the bidder would be charged with a penalty as mentioned below on total contract value.
- iv. The penalty would be limited to 10% of the total contract value. Once the maximum penalty limit has reached against respective deliverables, CBSE has the right to call for arbitration and resort to dispute resolution mechanism.
- v. The penalty amount for Implementation SLAs shall be deducted from the consecutive Invoice raised by the bidder.

#	Parameter	Applicable Penalty (in INR)
1	Section 6.6 Sr. No. 3: Installation & Implementation of Application (Software)	INR 10 Lakhs per week agreed w.r.t schedule (Schedule defined by CBSE)
2	Go-Live of the application	INR 10 Lakhs per week agreed w.r.t schedule (Schedule defined by CBSE)

Post-Implementation SLAs

#	Parameter	Applicable Penalty (in INR)
1	Scanning of the Answer Books of previous day doesn't complete by next day.	INR 50,000 Per working day of delay agreed w.r.t schedule (Schedule defined by CBSE)
2	Transfer of data from bidder to CBSE. (data such as Marks captured during the Digital Evaluation)	INR 50,000 Per working day of delay agreed w.r.t schedule (Schedule defined by CBSE)
3	Student who has applied for Scanned copy of Answer Books, those students not receiving the same due to any reason.	INR 50,000 Per working day of delay agreed w.r.t schedule (Schedule defined by CBSE)
4	Troubleshoot any issues with respect to difficulty in Digital Evaluation of the Answer Books to Examiners/ HE, deviation in technical aspects with respect to scope of work, etc.,	INR 50,000 Per working day of delay agreed w.r.t schedule (Schedule defined by CBSE)
5	Reports for analysis as requested by CBSE	INR 25,000 Per working day of delay agreed w.r.t schedule (Schedule defined by CBSE)

Operational SLAs

During the execution of this contract, if there are any mistakes that took place due to doings of bidder, then the penalty will be applicable as below:

i. **Critical Mistakes**

Critical Mistakes are defined as any information leakage, major lapse while scanning the Answer Books, security lapses and other scenarios as updated by CBSE from time to time, are found during entire process, the following actions shall be taken by the bidder.

ii. **Other Mistakes**

Other Mistakes is defined as wrong assignment of Answer Books to HE's or Examiners, any mistake in the collection of marks of every Answer Book assessed by Examiners and handing that data to CBSE, Loss of pages of Answer Books during scanning, while scanning Supplement / pages of one Answer Book gets attached to another Answer Book, breach in data security, variation in data exported to CBSE than actual, other scenarios (not present in Critical mistakes above) as updated by CBSE from time to time, are found during entire process, the penalty will be levied as below and deducted for every such a mistake from the payment effected by CBSE to the bidder.

#	Performance Criteria	Applicable Penalty (in INR)
1	Corrective measures should be taken for each mistake	INR 1 lakh for every 15 minutes of delay agreed w.r.t. schedule (Schedule defined by CBSE)
2	Root cause analysis for corrective measures to be taken	INR 1 lakh for every 60 minutes of delay agreed w.r.t. schedule (Schedule defined by CBSE)
3	Delay in provide onsite support for onboarding, training manual and hand – holding documents / User manuals for the smooth operation of CBSE	INR 5,000 for every 60 minutes of delay agreed w.r.t. schedule (Schedule defined by CBSE)

Note: The issue will be put in front of a committee as decided by CBSE. The committee may send show cause notice for forfeiture for PBG, Blacklisting and Termination of contract

T = Time at which the mistake is realized

T shall be considered as & when CBSE official sends the escalation of issue to helpdesk mail id or shall call the Helpdesk to lodge the complaint.

CBSE shall consider the trigger of SLA from the timing of complaint lodge at helpdesk or email received at the helpdesk (Whichever is the earliest) during the helpdesk working hours.

- The maximum penalty that shall be charged as per SLA for any particular parameter as mentioned above shall be 10% of the total contract value. CBSE has right to call annulment of contract after due intimation to the bidder.
- Before deduction of such penalty amount bidder will be given opportunity to explain their case but CBSE's decision will be final in this behalf. If any legal cases arise due to such mistakes, all legal expenses incurred for that will have to be borne by the bidder.
- If any of the mistake from "Other Mistakes" is repeated by bidder, then CBSE reserve the right for forfeiture for Security Deposit, Blacklisting and Termination of contract.
- Any requisitions, requirements made by the CBSE in future, after bidder has duly discharged its responsibilities for data retrieval, analysis, etc. shall be considered and if felt appropriate, be undertaken by the bidder subject to the CBSE giving access to the relevant digital data (since the data being property of the CBSE would be given to it and not retained/ archived by the bidder)
- For any other irregularities, mistakes, etc., penalty at the discretion of CBSE will be imposed.

- f) For unsatisfactory performance owing to absence of Bidder's staff, deficiencies in services or for some other reason, CBSE shall be within its rights to make necessary deductions for such deficiency in services. Alternatively, CBSE may, after giving an opportunity of being heard to the Bidder, get such deficiencies fulfilled at the cost and responsibility of the Bidder.
- g) Where any claim for the payment of a sum of money arises, out of or under this contract against the Bidder, the CBSE shall be entitled to recover such a sum by appropriating in part or whole, from the PBG to be deposited by the bidder. In the event of the PBG being insufficient, the balance of the total sub recoverable, as the case, shall be deducted from any sum then due or which at any time thereafter shall become due to the Bidder under this and any other persons contracting through CBSE. Should this sum not be sufficient to recover the full amount recoverable the bidder shall pay to this office the remaining balance due. For failure to deposit the amount legal action will be taken against the Bidder.
- h) All the penalties shall be recovered from bidder from the due payment of respective milestone.

Penalties shall not be levied on bidder in following cases

- i. The non-compliance to the SLA has been solely due to reasons beyond the control of the successful bidder.
- ii. There is a Force Majeure event affecting the SLA, which is beyond the control of the successful bidder.

**** End of Document ****