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1 Preamble

Kendriya Vidyalaya Sangathan (KVS) visualize to implement a comprehensive Vidyalaya Management Solution which shall bring all academic, administrative processes of its Vidyalaya under one single platform, completely secured through smart card which would provide for audit trail for each functionality and feature at every user level. It will cater to all the MIS requirements at mutli-level and shall become the guiding force for all policy related decisions.

The Integrated application will establish the KVS with improving operational efficiencies, ensuring effective utilization of resources and developing appropriate bases for planning future goals.

The broad objectives of this project include:

- Establish a country-wide integrated KVS solution across the Vidyalaya network , Regional offices and Headquarter.
- Creation of integrated environment, through easy and convenient access to information and services for students, teachers, parents, management.
- Able to monitor and generate pro-active MIS for all Vidyalayas from anywhere, anytime basis within the Vidyalaya premises.
- More transparent and hassle free process.
- Office automation of KVS.
- Enhance the security and reliability of the information at central and local Vidyalaya level via smart card based authentication and security.
- Reduction of the activity completion cycle time.
- Easy access of the information to all including student, faculty and administration
- Exercise better management control over various operational aspects of the Vidyalayas.

The goal of this RFP is to:

- Source a vendor who can provide the expertise, support and tools to assist KVS to achieve the targeted objectives.
- Supply and Implement the Vidyalaya Management System for smooth functioning of the Sangathan, Vidyalayas activities for estimated student strength of 11 Lakh, and Employee strength of 49,269 across 1083 KVs.
- Supply and Deploy the MIS Portal for KVS Headquarters, Regional office and Vidyalayas
- The bidder must comply to each point mentioned in this RFP

2 Letter of Invitation

Kendriya Vidyalaya Sangathan (KVS) invites tender from bidders for **'Implementation of Vidyalaya Management Solution for KVs, and MIS for offices'**.

Bidders may download the RFP document from the *website* www.kvsangathan.nic.in or may obtain the same from 18 Institutional Area, Saheedjeet Singh Marg, New Delhi, on payment of Rs.5000/- between 4th Jan to 31st January, 2012 from 10 AM to 3 PM on all working days. The payment will be accepted in the form of demand draft drawn on any scheduled bank, payable at par in 'New Delhi' in favor of Kendriya Vidyalaya Sangathan'.

In case of downloading the RFP document, intimation in writing must be sent to this effect to Mr. Nagendra Goyal, AC, KVS H.Q on e-mail at acedpkvs@gmail.com. In case of downloading the document, Rs.5000/- in the form of the demand draft as mentioned above, has to be paid, along with the final bid document.

Contact Person:

Mr. Nagendra Goyal

Assistant Commissioner(EDP), KVS HQ

011-26523069 (LL Office)

011-26514179 (Fax Office)

acedpkvs@gmail.com

3 Highlights of the RFP

S. No.	Details	By When
1.	Publishing of the RFP	04 th January, 2012 (Wednesday)
2.	Last date for sending pre-bid queries	16 th January, 2012 (Monday)
3.	Clarifications to Pre-Bid queries	27 th January, 2012 (Friday)
4.	Bid submission	31 st January, 2012 (Tuesday)
5.	Bid Opening (Technical)	1 st February, 2012 (Wednesday)
6.	Technical Demonstration	6 th February, 2012 (Monday)
7.	Bid opening (Financials)	10 th February, 2012 (Friday)

Note: Bids are to be submitted by 15:00 Hrs. on 31st January, 2012 (Tuesday). Technical Bid Opening will be done on the 11:00 AM on 1st February, 2012 (Wednesday).

4 Background of the project

KVS Vidyalayas today stand as proud achievers, carrying the highest performance index in the country as single-entity run institutions. Alumni of KVS too have excelled and have become torch-bearers in their chosen fields and in their own right, world-over.

In order to sustain the same quality and credibility levels, KVS wishes to keep pace with the changing global technologies and introduce a modern ICT enabled Comprehensive Vidyalaya Management Solution which will only help in achieving operational efficiency but will surely provide a strategic efficiency in addressing the ever changing, unidirectional wants of its stakeholder.

KVS has a vision, certain objectives, Policies and procedures and various departments and staff members. Vidyalayas run with these diverse parameters and environment to meet one or more objectives. It appreciates that one of the most important objectives of any KVS Vidyalaya is to be responsible and accountable for the investment made by parents for the education of their children. Even if every Vidyalaya wants to focus on the overall development of

each student and improve the competency of teachers, they find it difficult to achieve such a humungous task. In order to take a right decision for the benefit of the Vidyalaya, teachers and students, one has to be up-to-date with the latest status of each and every activity in the Vidyalaya premises, may it be student attendance, fees, projects, supplier payment, academic performance or even attendance status of teachers.

Decision-making has turned out to be the most imposing challenge for our principals as well as the management. To take any important decision is no more based on sheer knowledge or experience, it has to be based on actual data. Mere data also cannot help us achieve this. Data has to be processed to bring in the right meaning with reference to policies and procedures of the institution, which in turn would enable a Principal to take the right decision. The only way to envisage such a situation is to have an integrated comprehensive Vidyalaya management system. The integrated comprehensive Vidyalaya Management system should have connectivity to each and every department and its respective members. Every workflow needs to be part of such an integrated system. Reports should be generated automatically without any manual intervention to reflect the true picture and the current status of the activity.

In view of above, KV Sangathan requires a System that can effectively manage the entire operational processes of all stakeholders of the KVS environment, provide an exemplary value-based and user centric approach to Educational processes, Secured services, Seamless integration and Vidyalaya transformation.

KVS aims to deploy such comprehensive Vidyalaya management system to usher in a new era in Vidyalayas that is set to revolutionize the working with:

- Real-time intelligence
- Integrated process driven activities
- Personalized secure access based on individual needs
- One-stop, non-stop, service
- Decision Support
- Proactive Alert System

Further, it should Integrate and cohesively bind all stakeholders and processes of Vidyalayas onto ONE common KVS platform, enabling a seamless flow of information, interactions and transactions amongst all.

4.1 About Kendriya Vidyalaya Sangathan

Kendriya Vidyalaya Sangathan is a premier organization in India administering 1083 Vidyalayas as on 31.03.2011 known as "Kendriya Vidyalayas" with 10,58,450 students as on 31.03.2011 and 49,269 employees on rolls as on 31.03.2011.

Since inception during the Academic Year 1963-64, the Kendriya Vidyalayas have come to be known as centres of excellence in the field of secondary and senior secondary education promoting national integration and a sense of "Indianness" among the children while ensuring their total personality development and academic excellence.

KVS 4 fold mission:

- To cater to educational needs of children of transferable central government employees including defense and para-military personnel by providing a common programme of education
 - To pursue excellence and set pace in the field of education
 - To initiate and promote experimentation and innovations in education in collaboration with other bodies like CBSE and NCERT etc
 - To develop the spirit of national integration and create a sense of 'Indianness' among children
-

5 Scope of work

- Implementation of a Ready to deploy Integrated Application for Vidyalaya management at individual KVS Vidyalayas all over India as per requirement mentioned in this RFP.
- Understand the KVS processes to map with Application through study of Headquarter, 1 regional office of north India closest to Delhi / NCR, 1 local Vidyalaya in Delhi and finalize the Business Rules with KVS HQ.

- Understand the MIS reporting / performance management system at Vidyalaya, RO and Headquarters level.
- Develop and Implement MIS system / Portal centrally to enable reporting from Vidyalayas to Regional Offices and centrally at KVS Headquarters as an interface for the core application.
- Vidyalaya Management System should be ready to deploy, front-end configurable; based on rules provided by KVS to manage and maintain the Academic and Non-academic processes of the Vidyalaya(s)
- The Vidyalaya Management System should be tightly integrated so that it allows a single transaction to manifest in corresponding/sweeping change effect within one module or/and complete application. For e.g. once the teacher resigns, the effect on Attendance, scheduling, salary, examination etc should happen automatically.
- The KVS wants the Vidyalaya management system to be a single integrated solution comprising of the following functionalities -
 - a. Academics
 - i. Examination
 - ii. Student Attendance
 - iii. Timetable
 - iv. Student Activities (CCA)
 - v. Grievances and Complaints
 - vi. Library
 - b. Administrative
 - i. Student Admissions
 - ii. Human Resource
 - iii. Employee Attendance
 - iv. Employee Leave Accounting
 - v. Inter Vidyalaya transfers for Students and Staff
 - c. Accounts
 - i. Pay and Allowances
 - ii. Finance
 - iii. Stock maintenance and Asset
 - iv. Purchases
 - v. Fee Management
 - d. MIS Portal highlights

- i. Reporting Portal at Vidyalayas, Regional office and KVS Headquarters
- The bidder shall propose the project methodology for managing large scale implementation in terms of:
 - Expertise in the area of educational institutions
 - Implementation methodology and tools
 - Roles and Responsibilities of KVS and Bidder
 - Manpower deployment strategy for implementation at Vidyalaya, RO and HQ level with 1 dedicated resource per Vidyalaya model for a minimum period of 1 year
 - Training and Post-Implementation plan at Vidyalaya, RO and HQ level with manday schedule
 - The bidder must propose the architecture for deployment basis the distributed model with database at each Vidyalaya level along with central reporting and data center.
 - Porting of existing digital master data as provided by KVS for current Academic year.
 - The bidder must propose detailed Bill of Material with estimated cost for Infrastructure and Deployment. Necessary IT infrastructure shall be provided by KVS before deployment of Application at individual Vidyalayas.
 - Provide secured access to the application through a smart card for each user which should support:
 - Role based access specific to the responsibilities of the user.
 - Audit trail of all functionalities and features at every user level
 - Student
 - Teacher
 - Faculty
 - Administrative users of Vidyalayas, Regional offices and Sangathan
 - Audit trail of vital transactions like Exam result entries, Report generation, Finance voucher entries, Payroll generation and more

6 Milestones and Deliverables

1. Project Plan Preparation & Business Blueprint Phase

1.1 Detailed Project Definition Document including Training, Implementation, Post-Implementation plan

1.2 Resource Deployment Plan

- 1.3 Finalization of Roles and responsibilities of KVS & Bidder
- 1.4 Finalization of data and process for configuration
- 1.5 List of on screen reports and MIS to be generated

2. Application Configuration and Implementation

- 2.1 Application Master Data Configuration
- 2.2 Supply and installation of the application for all Vidyalayas at one central location (either KVS HQ or bidder as per given timeline)
- 2.3 Approval on UAT
- 2.5 Enrollment of Students and Staff for Smartcards
- 2.7 Customization and Delivery of smart card
- 2.9 Supply and installation of web-based MIS Portal at central level which would be accessible to HQ and ROs for viewing the reports from all Vidyalayas as per timelines mentioned

3. User Training and Handholding Support

- 3.1 Group Trainings to all the concerned users as per methodology mutually agreed for all levels – Vidyalaya, RO and Headquarters
- 3.2 MIS report generation

4. Support Services phase

- 4.1 Project handholding through 1 resource per Vidyalaya for a period of 1 year
- 4.2 Application Warranty for one year

KVS expects to complete the implementation at individual Vidyalayas by the end of 6 months from the date of award of contract. And thereafter the project is expected to stabilize in another 6 months.

The project will be extended further based on performance of the software

7 General Instructions to Bidders
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7.1 Overview

- a. KVS will select the vendor from among those bidders who are submitting bids and to whom the RFP has been issued in accordance with the method of selection by tender notice. KVS reserves the right to split the work among bidders in the interest of fast implementation of the project.
- b. The name of the assignment has been mentioned in the Data Sheet.
- c. Detailed scope of work has been defined in the Section on Scope of Work
- d. The date, time and address for submission of the proposals have been given in the data sheet.
- e. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected party
- f. Without limitation on the generality of this rule, the successful bidder shall not be hired if they deviate from the circumstances set forth below:
 - The bidder shall observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the KVS defines, for the purposes of this provision, the terms set forth below as follows:
 - “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the KVS, and includes collusive practices among bidders (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the KVS of the benefits of free and open competition

- KVS will reject a proposal for award if it determines that the bidder selected for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- Bidders shall furnish information as described in the financial proposal submission form.
- Bidders shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

7.2 Consortium

No Consortium allowed.

7.3 General

- There should not be multiple quotes for an item. Only one and best product that meets the technical specifications for an item should be quoted.
- Incomplete and/or conditional bid or bid not confirming to the terms and conditions would be rejected. Signed copy of the tender document should be enclosed with tender document as a token of acceptance for the terms and conditions specified in the tender.
- Bid once submitted would be the property of KVS and shall not be returned to the Bidder in future.
- A bid submitted with false information will not only be rejected but the Bidder may also be debarred from participation in future tendering process.
- Canvassing in any form not only invites disqualification in this tender but also debar the Bidder participation in the future tendering processes too.
- It is necessary that the Bidder will be required to give presentation/ demonstration on the systems offered as well as arrange site visit, where Bidder has installed and integrated similar solution.
- KVS reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised price bids from the bidders with regard to such changes. KVS reserves its right to negotiate with the bidder.

7.4 Pre-qualification criteria for bidders

S.No.	Qualification Criteria	Supporting documents to be submitted
1.	Bidder should be exclusive licensee or OEM of the application.	Documents stating exclusive licensee to be provided
2.	The proposed single integrated application should be a tried, tested and matured solution.	Service contracts
3.	Bidder should have experience of implementation of projects in at least 10 Vidyalayas and Institutes.	State the projects along with work orders / certifications
4.	The Bidder should be a certified ISO 9001:2008 and ISO27001:2005	Copy of Certificate
5.	Bidder should be registered with the Registrar of Companies and should be in existence in the IT services business for at least 5 years in India.	Copy of the Certificate of Certificate of Incorporation
6.	The bidder should have at least 50 full time IT professionals	Qualification and Experience details of the professionals
7.	The bidder should have a valid service tax registration in India	Proof of a valid tax registration in India
8.	The Bidder should not be Blacklisted or involved in any Corrupt & Fraudulent Practices by any Central/ State government ministry/affiliate or Public sector undertaking.	Company Secretary certified document
9.	Bidder should be financially sound to sustain the end to end project on service model.	Appropriate document to be attached.

The bidder should submit these pre-qualification criteria in the form of a compliance sheet along with proposal. Evidences of all points in pre-qualification criteria should be submitted in the form of supporting documents.

7.5 Clarification and Amendment of RFP Document

The clarifications should be asked as per the timelines defined. No clarifications will be accepted after the due date. Although the technical requirements of this project have been clearly brought out in this document, a bidder shall have option to give suggestion for any addition or deletion in technical evaluation criteria with justifications. The same will be taken for consideration, However, KVS shall be the sole decision maker to make the additions/deletions as suggested.

KVS will respond in writing, or by standard electronic means and will send written copies of the response to all prospective bidders. Should KVS deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure mentioned below.

At any time before the submission of Proposals, KVS may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all bidders or post the same on our website and will be binding on them. To give the bidders, reasonable time in which to take an amendment into account in their Proposals, KVS may, if the amendment is substantial, extend the deadline for the submission of Proposals.

7.6 Address of Correspondence

The Bidder shall send correspondence / communication at the official mailing address, e-mail and fax number as mentioned by the KVS in the Data Sheet.

7.7 Cost incidental to RFP Preparation

Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. KVS is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without any liability to the bidders.

7.8 Preparation of Proposal

The bidders are requested to submit a Proposal written in the language(s) specified in the Data Sheet.

7.8.1 Technical Proposal

- a. In preparing the Technical Proposal, the bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- b. The Technical proposal should provide the following information using the attached Technical Forms:
 - Any additional information.
 - The Technical Proposal shall not include any financial information except the tentative Bill of material cost of the hardware and supporting/ auxillary software required for the proposed solution.

7.8.2 Financial Proposal

- a. In preparing the Financial Proposal, the bidders are expected to take into account the requirements and conditions of the RFP document. The Financial Proposal should follow Standard Forms and list all costs associated with the Assignment.
- b. The Bidders should express the price of their services in Indian Rupees.
- c. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the bidder is expected to keep available the key professional staff proposed for the assignment. The KVS will make its best effort to complete negotiations within this period.
- d. The financial bid to be quoted under the following heads :

Task	Item	UoM	Rate	Qty	Price
1	Vidyalaya Level Implementation				

Task	Item	UoM	Rate	Qty	Price
1.1	SOFTWARE SOLUTION: towards deployment of integrated application in each Vidyalaya	Per Vidyalaya		1083	
1.2	IMPLEMENTATION as per scope of work defined in RFP Document.	Per Vidyalaya		1083	
1.3	Data porting services (For Integrated application startup Includes startup data for all 1083 Vidyalaya) @ per unit cost. (For about 1.1 Million students and staff)	Per student or staff		1083000	
1.4	TRAINING for all users in Vidyalaya	Each Vidyalaya		1083	
1.5	SMART CARD: ONE TIME INCLUDING ONE TIME COST OF CARD, PHYSICAL AND ELECTRONIC PERSONALISATION) as per scope of work defined in RFP Document. Smart Card – New (11,00,000 cards) – each unit Smart Card – Duplicate – each unit. Number of Smart cards are approximate and implementation depends upon actual number on ground.	Per card		1083000	
1.6	RECURRING COST				
	RECURRING COST : PER VIDYALAYA PER MONTH @ Rs. /- per month, which will include hand holding support (1 Resource person and AMC.per Vidyalaya) for one year	Per Vidyalaya per month		1083*12	

Task	Item	UoM	Rate	Qty	Price
	and systems administration support As per scope of work IN RFP Document.				
2	RO level Implementation				
2.1	Software solution for the MIS and its deployment as per the requirement given in RFP for each RO	Per RO		18	
2.2	Training for usage of MIS at RO	Per RO		18	
2.3	Recurring cost towards upgradation and Maintenance of the software solution with resource person(YEARLY)	Per RO		18	
3	HQ level Implementation				
3.1	Software solution for the MIS and its deployment as per the requirement given in RFP for each HQ	One		01	
3.2	Training for usage of MIS at HQ	One		01	
3.3	Recurring cost towards up gradation and Maintenance of the software solution(YEARLY)	One		01	
4	Cost of Installation and Maintaining of Demo application for training with resource person for data handling from one of the Vidyalayas at Zonal Training Institute	One		05	

Optional Items

S.No	Item	UoM	Rate	Qty	Price
1.	Training Cost	Per session			
2.	Resource Person for system support	Per man month			

8 Payment terms

Task	Stage	Time frame	Payment
1	Vidyalaya Level Implementation		Item refers to Items on price schedule
1.1	SOFTWARE SOLUTION: towards deployment of integrated application in each Vidyalaya.	2 months from Purchase Order	30% of item 1.1 on installation against equal bank guarantee valid for one year.
1.2	IMPLEMENTATION as per scope of work defined in RFP Document.	3 months after Task 1.1	60% of Item 1.1 and 80% of Item 1.2
1.3	Data porting services (For Integrated application startup Includes startup data for all 1083 Vidyalaya) @ per unit cost	Within 2 months after Task 1.1	100% as per actual number of users ported
1.4	TRAINING for all users in Vidyalaya	Within One month of Implementation	100 % as per actual
1.5	SMART CARD: ONE TIME INCLUDING ONE TIME COST OF CARD, PHYSICAL AND ELECTRONIC PERSONALISATION) as per scope of work defined in RFP Document. Smart Card	Before Task 1.2 i.e Implementation	100% as per actual

Task	Stage	Time frame	Payment
	New (11,00,000 cards) – each unit Smart Card – Duplicate – each unit. Number of Smart cards are approximate and implementation depends upon actual number on ground.		
1.6	RECURRING COST		
	RECURRING COST : PER VIDYALAYA PER MONTH @ Rs. /- per month, which will include hand holding support (1 resource per Vidyalaya) for one year and systems administration support. As per scope of work IN RFP Document.	After satisfactory performance every month. Payment	100% of monthly charges. Bills to be submitted each Quarter
2	RO level Implementation		
2.1	Software solution for the MIS and its deployment as per the requirement given in RFP for each RO	After completion of Implementation in at least 10 Vidyalayas in the Region	100% of Item 2.1
2.2	Training for usage of MIS at RO	As per Actual	100%
2.3	Recurring cost towards upgradation and Maintenance of the software solution(YEARLY)	As per Actual	100%
3	HQ level Implementation		
3.1	Software solution for the MIS and its deployment as per the requirement	Upon completion of	100%

Task	Stage	Time frame	Payment
	given in RFP for each HQ	at least 20 Vidyalayas and 2 ROs	
3.2	Training for usage of MIS at HQ	2 months of installation	100%
3.3	Recurring cost towards up gradation and Maintenance of the software solution(YEARLY)	Yearly	100%

8.1 Tender Document Fee

- A **Tender Document fee of Rs 5000/-** in the form of DD drawn in favor of '**Kendriya Vidyalaya Sangathan**' and **payable at New Delhi** must be submitted along with the Proposal.
- Proposals not accompanied by Tender Document Fee shall be rejected as non-responsive.

8.2 Earnest Money Deposit

- An **Earnest Money Deposit (EMD) of Rs.1 Crore** in the form of DD drawn in favor of **Kendriya Vidyalaya Sangathan** and **payable at New Delhi** must be submitted along with the Proposal.
- Proposals not accompanied by **EMD** shall be rejected as non-responsive.
- No interest shall be payable by the KVS for the sum deposited as EMD.
- No bank guarantee will be accepted in lieu of the earnest money deposit.
- The EMD of the unsuccessful bidders would be returned within one month of finalization of the contract

The EMD shall be forfeited in case of the following events:

- If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.

- g. If the Proposal is varied or modified in a manner not acceptable to the bidder after opening of Proposal during the validity period or any extension thereof.
- h. If the bidder tries to influence the evaluation process.

8.3 Submission, Receipt and Opening of Proposals

- a. The original proposal, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidders themselves. The person who has signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the formats.
- b. An authorized representative of the bidder shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- c. Two copies of the technical and one copy of financial proposal should be submitted. The technical proposal should also be submitted in soft copy in one CD having a pdf version and non lockable.
- d. The signed Technical and Financial Proposals shall be marked "ORIGINAL". The original and a copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" along with pre qualification criteria.
- e. The EMD and tender document fee should be submitted in two separate envelopes marked as 'Earnest Money Deposit' and 'Tender Document Fees' respectively and should be put in the Technical proposal
- f. Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the project . The envelopes containing the Technical Proposals, Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the project name, Bidder's address and contact number, reference number and shall be clearly marked "DO NOT OPEN BEFORE

1st Feb. 2012 at 11.00 hrs. The Bidders shall seal and mark the original and each copy of the Bid strictly as stipulated. The KVS shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be the case for proposal rejection.

- g. Telegraphic / Tele fax / Telex / E-mail submissions / quotations will not be accepted.
- h. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- i. The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the KVS no later than the time and the date indicated in the Data sheet, or any extension to this date. Any proposal received by the KVS after the deadline for submission shall be returned unopened.

8.4 Last Date of Submission for Bids

The bids should be submitted no later than 31st January, 2012 at 04:00 PM.

8.5 Late Bids

Any bid received by the KVS after the appointed time on the last date for receipt of bids prescribed by the KVS, will be rejected and/or returned unopened to the Bidder.

8.6 Period of validity of Bids

Bids shall remain valid for 90 days after the date of submission of the proposal. A bid valid for a shorter period will be rejected as non-responsive.

8.7 Withdrawal of Bids

Bidder will be allowed to withdraw their proposal at any time prior to the deadline for receipt of proposals. The Bidder must submit a written withdrawal request

signed by the Bidder's duly authorized representative addressed to the concerned authority mentioned in the datasheet.

The Bidder may withdraw its bid after the bid's submission, provided that written notice of the withdrawal is received by the KVS prior to the last date prescribed for receipt of bids.

The withdrawal requests received after the deadline for receipt of the proposals will not be accepted.

No bid shall be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified herein. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security.

8.8 Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between KVS and the selected Bidder and shall not be deemed an opportunity to amend the Bidder's proposal.

8.9 Bidder Qualifications

The Evaluation committee may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this RFP.

The Evaluation committee will reject the proposal of any Bidder who is not a responsible Bidder or fails to submit a responsive offer.

8.10 Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities.

8.11 Change in Bidder Representatives

KVS reserves the rights to require a change in Bidder representatives if the assigned representatives are not, in the opinion of KVS, meeting its needs adequately.

8.12 Right to Publish

Throughout the duration of this bidding process and contract term, potential Bidders and contractors must secure from KVS written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bidder's proposal or termination of the contract.

8.13 Compliance with Mandatory Requirements

All proposals will be reviewed for compliance with the mandatory requirements as contained within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

8.14 Requests for Bidder Clarifications

The Evaluation Committee may at its sole discretion contact the Bidder for clarification of the response.

8.15 External Information Sources

The Evaluation Committee may use other sources of information in proposal evaluation as required.

8.16 Collusive Proposal

Bidders and their employees, agents, advisors and any other person associated with the bidder, must not engage in any collusive proposal, anti competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodgement of response.

In addition to any other remedies available under any law or any contract, KVS reserves the right, in its sole and absolute discretion, to reject any submission lodged by a bidder that engaged in any collusive proposal, anti competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodgement of proposals.

8.17 Return of Information to KVS

KVS reserves the right, in its sole and absolute discretion, to demand that at any stage all written information provided by KVS (whether confidential or otherwise and without regard to the type of media on which such information was provided to any bidder, including all copies of such information) be:

- Returned to KVS, in which case the bidder must promptly return all such information to the address identified by KVS; or
- Destroyed by the bidder, in which case the bidder must promptly destroy all such information and provide KVS with written certification that it has been destroyed.

8.18 Improper Assistance

Proposals, which in the opinion of KVS, have been completed with the improper assistance of employees of KVS and ex-employees of KVS, or with the utilization of information unlawfully obtained from KVS, will be excluded from further consideration.

8.19 False or Misleading Claims

KVS may in its absolute discretion exclude or reject any proposal that in the reasonable opinion only of KVS contains any false or misleading claims or statements. KVS has no liability to any person or agency for excluding or rejecting any such proposal.

8.20 No Reliance

Bidders must form independent judgments about any information and other figures in the RFP. Bidders must make their own enquiries to form their judgments. KVS has no liability to any person who acts or fails to act in reliance on any information or figures in this RFP.

8.21 Proposal Evaluation**8.21.1 General**

- From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the KVS on any matter related to its Technical and/or Financial Proposal. Any effort by bidders to influence the KVS in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the bidder's Proposal.
- The KVS will constitute an Evaluation Committee that will carry out the entire evaluation process.
- The evaluation will take into account the bidder's financial, technical and production capabilities and past performance based on an examination of the documentary evidence of the bidders qualification submitted by the bidder as well as any other information that KVS deems necessary and relevant.
- A positive determination will be a prerequisite for the KVS to continue with the evaluation of the technical proposal. A negative determination will result in the rejection of the bidder's Bid.

8.21.2 Technical Evaluation Matrix

S. No.	Description of Criteria	Scale		Max. Marks
1	KVS requirement addressing to the Part 1 of the functional requirement of platform	Marks scaled to 250		250
2	Integrated Solution Single ready to deploy Application with all functionalities as enumerated above (No prototype, single modular approach required)	If No	0	20 20
		If yes	20	
3	Adaptability of the Solution The Proposed integrated Solution is	If 0	0	20
		If 1-5	5	

S. No.	Description of Criteria	Scale		Max. Marks
	successfully running currently in at least 10 different Vidyalayas which includes a. Boarding Vidyalaya b. Private Vidyalaya c. Government / Corporation Vidyalaya d. International Vidyalaya	Between 5-10 If >= 10	10 20	
4	Experience of working with government institutions on end-to-end similar projects like IT software or system integration.	If 0 min. 1	0 20	20
6	The Proposed Integrated Solution is running with Smart card for security and audit trail at every user level	If Yes	20	20
7	Process Certifications	ISO 9001:2008 ISO 27001:2005	10 10	20
8				150

Quality of Live Demonstration and/or detailed presentation and

S. No.	Description of Criteria	Scale		Max. Marks
	Solution Offered			
8.	Application Demonstration Satisfactory. 15 modules ie Academic,Exam,Student Attendance,Library, Timetable,Student Activity,Admission,HR,Employee attendance and Leave,Reporting of all	With relevant data and workflows		
	modules,Financial management,Pay&Allownaces, Stock&Asset,Procurement, Fee management	Each module carry 10 marks		
Total Marks for Technical Evaluation				250

The bid shall be checked to satisfy the pre-eligibility criteria. Only those bidders who satisfy the pre-eligibility criteria will be considered for Technical evaluation.

The method employed for the final selection of the vendor to be awarded the contract will be QCBS i.e. Quality and Cost Based Selection method. Each bidder would be assigned a technical score and a financial score based on the technical and financial evaluation of the bid respectively. These scores would then be combined with pre-assigned weights (70% for technical score and 30% for financial score) and the bidders would be ranked as per this combined score. The work will be awarded to that vendor only who obtains the highest combined scores.

Only those bids shall be eligible for financial evaluation who meet minimum 70% of the total marks of Technical evaluation. The decision of the committee shall be final and shall not be open for discussion.

- a. As a part of the technical, bidders will make demonstration on their product at KVS, on their own cost. KVS in its best interest reserves the right to reject / modify the proposed product / solution.
- b. KVS is not bound to select the bidder basis lowest cost.
- c. In case of a tie for total highest marks, the bidder with a superior solution who has been given the highest technical score shall be declared the winner.
- d. Evaluation of financial Proposals
 - The financial proposals of the bidders whose bids are technically acceptable as per technical scoring criteria and whose financial proposal is responsive shall only be opened and further evaluated for arriving at evaluated bid price.
 - KVS will examine the financial proposals to determine whether any arithmetic errors have been made, whether the documents have been signed, and whether the proposals are generally in order.
 - If there is a discrepancy between words and figures, the amount in words will prevail. If a bidder does not accept the correction of errors, its proposal will be rejected and its bid security may be forfeited.

$$\text{Financial Score} = (F_m / F) * 30$$

Where F_m = the Lowest financial bid of all the bids opened

F is the total bid amount of the bid being evaluated

8.22 Amendment to the Contract

No variation or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the KVS .

8.23 Assignment sub contract

The bidder may (if required) sub-contract, in part, its obligations to perform under the contract (except the configuration, customization of the core application i.e. the comprehensive Vidyalaya management system and MIS Portal) with written prior permission of KVS.

8.24 Taxes & Duties

All Custom Duties, Excise Duties, Sales Taxes, levies, local taxes, VAT work contract tax and other Taxes and Duties, Levies payable by the bidders in respect of the transaction between Contractors procuring any components, sub assemblies, raw-materials and equipment shall be included in the bid price and no separate claim on this behalf will be entertained by the owners.

As regards the Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities within the prescribed period.

Annexure I: Definitions and Abbreviations

Definitions

S. No	Terms Used	Details
1.	Addendum	In addition to Specifications (RFP) document, any other document issued to the bidders by KVS in the context of this bidding process
2.	Approved and Approval	Where used in the Specification shall mean, respectively, approved by and approval of the KVS. When the words 'Approved', 'Approval', 'Subject to Approval', 'Satisfactory', 'Equal to',

S. No	Terms Used	Details
		'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like import are used, the approval, judgment, direction, etc. is understood to be a function of the KVS
3.	Award of contract	Shall mean the date of issue of the work/purchase order or the letter of intent, whichever is earlier
4.	Bid	Shall mean the proposal/document that the BIDDER submits in the requested and specified form in the Specification which includes both Technical and Financial specifications.
5.	Commercial Use	Shall mean that use of the 'Equipment' or Work which the contract contemplates of and that for which 'Equipment' or 'work' is commercially capable
6.	Companies Act	Companies Act, 1956 (as amended)
7.	Contract	Shall mean the order and associated specification executed by the KVS and the BIDDER including other documents agreed between the parties or implied to form a part of the Contract
8.	Contract Period	Shall mean the period during which the Contract' shall be executed as agreed between successful BIDDER and KVS in the Contract
9.	Contract Price	Shall mean, if there is formal agreement, the prices referred to in the agreement or if there is no formal agreement, the price agreed to be the value of the Contract
10.	Corrigendum	Any changes in the Terms of Reference constituting this RFP, the changes would be taken out in form of a corrigendum

S. No	Terms Used	Details
11.	Date of Contract	Shall mean the calendar date on which the KVS and successful BIDDER have Signed the Contract. 'Effective date of Contract' shall mean the Calendar date on which the KVS have issued to the successful BIDDER, the letter of intent / Award for the Imported Equipment and Purchase Order for the indigenous equipment
12.	Government	Shall mean Government of India
13.	Guarantee Period	Shall mean the period during which the Equipment shall give the same performance as guaranteed by the successful Bidder in the Schedule of Guarantee as in the Specification
14.	KVS / Employer	Kendriya Vidyalaya Sangathan - on whose behalf the enquiry is issued and shall include their successors and assigns, as well as his authorized officers/representatives
15.	Instruction	Shall mean any drawings and/or instruction in writing, details, direction and explanations issued by the KVS from time to time during the Contract Period
16.	Letter of Intent (LOI)	Written communication to the successful bidder on KVS's intention to sign Contract with them to fulfill the requirements of Specifications (RFP)
17.	Month	Shall mean a calendar month
18.	Notice in Writing or Written Notice	Shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addresses and shall be deemed to have been received

S. No	Terms Used	Details
		when in ordinary course of post it would have been delivered
19.	Project/work	Study, customization and implementation of Vidyalaya Management Solution, MIS Portal.
20.	One-box solution	A single box solution is a networked device that shall have a built-in security with pre-configured Vidyalaya Management application, database and authentication server. This server appliance solution shall deploy with key inbuilt features like load balancing, remote configurability, manageability and shall deliver high-availability.
21.	Vendor	Successful bidder selected after the bidding process
22.	Specifications	Shall mean collectively all the terms and stipulations contained in those portions of the Contract known as General Conditions, the specifications and such Amendments, Revisions, Deletions or Additions, as may be made in the Agreement and all written agreements made or to be made pertaining to the method and manner of performing the work or to the quantities and qualities of the materials to be furnished under the Contract All the documents issued to the bidder
23.	User	All students, Teaching staff, Non-Teaching staff of KVs at Vidyalaya, RO, and HQ level
24.	Week	Shall mean a calendar week

S. No	Terms Used	Details
25.	Work Order	Written Order signed by KVS after the successful bidder has accepted the LOI. This along with LOI, Specifications (RFP) document and the bidder's response to RFP as accepted by KVS will constitute part of the Contract.
26.	Writing	Shall include any manuscript, type written or printed statement under or over signature and/or seal as the case may be.
27.	Ready to Deploy	Can be configured and used from day 1 without any need of development
28.	Implementation	Master data configuration and transaction ready
29.	ATS	Shall include the product upgrade / updates and Technical resolution pertaining to run time errors

Abbreviations

S. No.	Abbreviation	Meaning
1.	ATS	Annual Technical Support
2.	BoM	Bills of Material
3.	CENVAT	Central Excise Value Added Tax
4.	CMD	Commissioner & Managing Director
5.	CMM	Capability Maturity Model
6.	COTS	Commercial off the Self
7.	CPU	Central Processing Unit
8.	CV	Curriculum Vitae
9.	DB	Database
10.	DD	Demand Draft
11.	DO	Delivery Order
12.	EDP	Electronic Data Processing
13.	G/L	General Ledger
14.	GB	Giga Byte

15.	GM	General Manager
16.	GOI	Government of India
17.	GUI	Graphical User Interface
18.	HR	Human Resources
19.	IP	Internet Protocol
20.	IPR	Intellectual Property Rights
21.	KB	Kilo Byte
22.	LOI	Letter of Intent
23.	LTA	Leave Traveling Allowance
24.	LTP	Long Term Planning
25.	MB	Mega Byte
26.	Mbps	Megabytes per Second
27.	MHz	Mega Hertz
28.	MIS	Management Information System
29.	MODVAT	Modified Value Added Tax
30.	MoU	Memorandum of Understanding
31.	MTD	Month to Date
32.	OEM	Original Equipment Manufacturer
33.	OFC	Optical Fiber Cable
34.	PC	Personal Computer
35.	PF	Provident Fund
36.	PS	Personal Secretary
37.	PSU	Public Sector Undertaking
38.	QA	Quality Assurance
39.	QC	Quality Check
40.	R&D	Research & Development
41.	RBSU	ROM Based Setup Utility
42.	SAN	Storage Area Network
43.	SLA	Service Level Agreement
44.	SOA	Service Oriented Architecture
45.	SSH	Secure Shell Security
46.	SSL	Secure Socket Layer
47.	TCP	Transmission Control Protocol
48.	TDS	Tax deduction at Source
49.	TR	Test Reports
50.	VAT	Value Added Tax

51.	VPN	Virtual Private Network
52.	WIP	Work in Progress
53.	YTD	Year to Date

Annexure 2: Software Requirement Specifications

Site Inspections

Vendors are required to visit KVS headquarters, One Regional office and minimum one Vidyalaya to meet with the persons concerned prior to proposal submission, to attain information which may be relevant to formulation of the proposal.

General requirements

Scalability:

The system should be easily scalable so that with time and increasing strength of users (students, Faculty members, and non-teaching staff) and their requirements; new functionalities can be easily added and integrated with the already existing modules without hassles as per mutually decided terms.

Interoperability:

The system should be open to allow interoperability with general-purpose software and have the facility to export/ import data files from other applications subject to structural mapping and API availability.

Secured login for all users:

KVS will generate/create a unified ID for each user (which will be authenticated using secure login through their smart card). The users will be able to access relevant information from various sections depending upon permissions as

decided by Vidyalaya. The smart cardcard would provide for complete audit trail at every user level for all functionalities and features.

It would provide for 4 level security at user level, application level, database level and each transactional level.

For example, a student would be able to see his/her fee dues, grade sheets, Library dues, in his / her personalized homepage.

Information Dissemination:

Real time information flow within the Vidyalaya (from the administration to students, administration to faculty members, staff vice versa) and from Vidyalaya to Regional offices and then to KVS Headquarter's is very important, without the need to seperately compile reports using complex SQL queries or excel sheets.

Flexibility:

The system should support customization to KVS business requirements and should be adaptable to changing educational practices in future. In case there arises need to customize to specific needs of KVS, the same should be done in the form of add-ons and routines that can be plugged/unplugged from the base product as the situation arises. The customization request to be taken up on case to case basis and carried out on mutually agreed terms.

Integration:

The system should be fully integrated across departments and functional areas.

Workflow integration approach: The system should support workflow to automatically raise alerts, messaging etc. across functional areas/modules.

Technical requirements

Keeping in mind the information requirement and current infrastructure, KVS has decided for the following technical and functional requirements from the proposed solution. Bidder must meet all conditions for satisfying the technical eligibility.

General

- 1.1. The proposed solution must be delivered via the following model –
 - 1.1.1. System shall be deployed on-premises within Vidyalaya(s) on the hardware which will be provided by KVS.
 - 1.1.2. Software to be loaded for each Vidyalaya on provided servers. It is possible that servers are provided at HQ for installation
 - 1.1.3. All system updates/patches must be fully managed by bidder.
- 1.2. The proposed solution must be capable of handling scalability in terms of users working concurrently -
 - 1.2.1. Should have the ability to handle failover servers.
 - 1.2.2. Should have the ability to load balance the application across multiple servers to ensure uptime and availability 24x7 for hosted applications.
- 1.3. Services from the solution should have -
 - 1.3.1. Ability to provide virtualized environment for accessing services in both internet and intranet modes
 - 1.3.2. Ability to remotely manage the services
- 1.4. The system should allow recovery of data. It should be able to perform recovery to a point of time, to known backup database.
- 1.5. User Interface: The interfaces should be user friendly and GUI based.
- 1.6. Data update and validation: The system should provide facility for 'single point data entry at source' and fully integrated, unified and interfaced so that there are no redundancies.

- 1.7. Online Training manuals should be available for users in order to sustain the usage and Implementation.

Technical

- 1.1. System should be a single integrated application covering all the functional requirements. No two applications should be integrated to meet the requirement. System should not use multiple different databases.
- 1.2. System should work on virtualized server environment which cater to high availability and fault tolerance by default. Concurrent access to failover server should be part of the infrastructure.
- 1.3. The application must maintain the entire student lifecycle in the Vidyalaya (i.e. multi-year) in a single database instance.
- 1.4. Should have a configurable workflow for the entire Vidyalaya process.
- 1.5. Backup of the database should be made available in the Vidyalaya network with auto scheduled process.
- 1.6. Incremental data backups to be stored at Data center site periodically.
- 1.7. All system functionalities, granular level features must work with smart card authentication for all stakeholders keeping in mind the mission critical data and process/audit.
- 1.8. Should have the ability to control the report access through specific roles/responsibilities
- 1.9. Periodical reports which include both analytical and MIS reports to be submitted with Regional offices and at times with Head quarters. Periodicity of these reports to RO and HQ maybe weekly / fortnightly / monthly as per requirement.
- 1.10. Comparative reports across years may also be required.

- 1.11. There should be different options to generate reports at RO and HQ which can be either:
 - 1.11.1. Send periodical incremental backups at RO and HQ
 - 1.11.2. Generate web-based reports through the gateway
 - 1.11.3. Generate reports in pdf and transfer to RO / HQ
- 1.12. Should provide complete audit trail with details such as user id, login date, login time, functionalities, granular level accessed, IP address, logout time etc.
- 1.13. Should maintain multi-year record for all types of student
- 1.14. Should have no redundancy whatsoever. Real-time up-to-date information should be accessed by all relevant stakeholders across the KVS network about students, teachers, management etc.
- 1.15. Should have the capacity to retain data for several years.
- 1.16. Should have In-built Resource based load balancing
- 1.17. Should handle Virtual IP to identify every individual user
- 1.18. Should have a centralized administration, data, application, printing, resource management system
- 1.19. Should allow for all configuration through a single Console for all configurations and server management
- 1.20. Should have Inbuilt Application load balancer
- 1.21. Should allow for MAC identification on logs for each user

Hardware Interface

- 1.1. Bidder to suggest the bill of material under the following heads to support the Vidyalaya Management Solution, MIS Portal.
 - 1.1.1. Servers
 - 1.1.2. SAN Storage
 - 1.1.3. Core Switch
 - 1.1.4. Network Racks
 - 1.1.5. Server Virtualization S/W
 - 1.1.6. Application Virtualization S/W
 - 1.1.7. Operating System
 - 1.1.8. Database
 - 1.1.9. Backup solution
 - 1.1.10. 1.1.10 hosting requirements for MIS Portal

Smart card

- 1.1. It should be a contact based chip.
- 1.2. Should have Open standard Java 2.2.2
 - 1.2.1. Minimum 40 kbytes storage
 - 1.2.2. 1024 bytes Transaction Buffer Size
- 1.3. Should have Cryptographic Support
 - 1.3.1. Secure Random Data
 - 1.3.2. DES / 3DES
- 1.4. Should have ISO/IEC 7816 Compliant interface
 - 1.4.1. T=0 Protocol Supported

1.4.2. Support up to 115200bps

1.4.3. Direct and inverse convention supported

Functional requirements

The functional requirements of the system should include, but not limited to, the following:

Note – Bidder to state all the requirements in their technical proposal as per the following format –

	Level of Compliancy
	Please enter 'compliant' or 'not compliant'. Should several criteria be mentioned in one item, bidder shall refer clearly each item separately with compliant/not compliant. One mark is awarded to compliance(out of box) for technical evaluation purpose.

Part 1 A – Academics

8.24.1 Academic Management

	Specification	Level of Compliance (Yes/No)	Remarks, Comments, Reference
1	Student Biographic, Demographic Data handling		
2	Statutory Data		

3	Business Rules Definition		
4	Calendar Definition		
5	Master Data Grouping		
6	Multi-year access of data with restricted rights		

8.24.2 Exam Management

	Specification	Level of Compliancy	Remarks, Comments
1.	Business Rules Definition		
2.	Exam rules replication		
3.	CBSE CCE Compliant		
4.	Result analysis		
5.	Single, Multiple Round of Examination Handling		
6.	Examination Scheduling; Single, Multiple Sitting/Day		
7.	Examination Detention		
8.	Examination Result Management; Activity, Student Wise		
9.	Automatic Cumulative Mark sheet Process		
10.	Student's performance analysis in Examinations		
11.	Student's performance with respect to his class average and maximum		
12.	Performance graph of students in a subject		

	across different class-sections		
13.	Class performance and analysis		
14.	Analysis of students' improving in performance and declining in performance		

8.24.3 Student Attendance Management

	Specification	Level of Compliance	Remarks, Comments
1	Option of Single or Double Attendance Marking		
2	Period Attendance Marking		
4	Cumulative attendance – based on no. of Day/Percentage		
5	Teacher Activity Diary		
6	Batch Attendance		
7	Subject wise attendance		
8	Analysis for a student attendance with respect to his class average and maximum of class over a period of months		
9	Trend of students absence and frequency		

8.24.4 Library Management

	Specification	Level of Compliance	Remarks, Comments
1	Single to Multiple Library Creation		

2	Business Rule Processing		
3	Media Acquisition		
4	Media Processing		
5	Circulation Management		
6	Periodical Handling		
7	Media Recommendation Process		
8	Media Approval Process		
9	Single Window; Multiple Library Monitoring		
10	Issue Enablement via multiple devices;, Character Search		
11	Media History Dynamic Search		
12	Library Stocktaking; One view – Single/Multiple Libraries		
13	Library usage analysis for a Teacher		
14	Monthly Library usage analysis for a class teacher for her/his class		
15	List of books issued by students of a particular class over a period		
16	Books in Demand		
17	Top n readers in Library		

8.24.5 Timetable Management

	Specification	Level of Compliance	Remarks, Comments
1	Manpower Scheduling		
2	Facility Scheduling		

3	Batch Scheduling		
5	Auto Rescheduling		
6	Real time Schedule Monitoring		
7	Subject wise distribution of period		
8	Class teacher wise workload		
9	Teacher's availability on a particular day		
10	Periods affected due to Teacher's absenteeism		
11	If employee is absent- then her/his each class should be auto-allocated in a pre-configured manner		

8.24.6 Student Activities Management

	Specification	Level of Compliance	Remarks, Comments
1	Games and Sports		
2	Events and Awards		
3	Complaints and Grievances		
4	Vidyalaya yearly calendar		
5	Student Assignments / Projects / Homework		
6	Teacher's Diary		

Part 1 B – Administrative

8.24.7 Admission Management

	Specification	Level of Compliance	Remarks, Comments
1	Business Rule based Processing		
2	Short listing candidates; KVS Admission Policy		
3	Student Demographic/Biographic data		
4	Student Sibling Relationship Matrix		
5	Student Guardian Relationship Matrix		
6	Handling of all Type of Discounts, Benefits, Scholarships to Students		
7	Past Performance of Students in all subjects and areas		
8	Student Basic Health Management		
9	All types of Students' leave handling as per KVS policy		
10	Student Mandatory, Optional Activity Management		
11	Hostel Management; Occupancy, Facility, History Maintenance		
12	Admission Process Related Alerts		
13	Unique student identity which is given at the time of Admissions and remains with student even on transfer to any other KV branch		
14	Online transfer between KVs for student with complete history of the student transferred online to new branch within the solution		
15	Vidyalaya leaving certificate / Transfer Certificate		
16	Bonafide certificate		

17	Provisional certificate		
18	Character certificate		
19	Alumni details and current demographics		
20	Complete student dossier from day student is admitted to Vidyalaya till the time of his TC generation		
21	Parents background details and demographic profile		
22	Students' relatives details in same Vidyalaya		
23	Category wise student strength		
24	Religion wise student distribution		
25	Right To Education		

8.24.8 Human Resource Management

	Specification	Level of Compliance	Remarks, Comments
1.	Employee Demographics/Biographic Record Management		
2.	Employee Appraisal Process (APAR) / Promotion (as per KVS policies)		
3.	Employee Record Management - before and after employment		
4.	Employee service book		
5.	Employee Health Management		
6.	Employee Leave Processing for all types of leaves		
7.	Employee Pay Fixation		
8.	Employee Grade Management		
9.	Transfers of Employees between the KVs		

	Specification	Level of Compliance	Remarks, Comments
10.	Employee Pension Scheme		
11.	Trainings and Development (Types / Levels, Policies, Budget, Minimum Training)		
12.	Employee Maintenance (how long the Organization keeps the Employee or Employee Turnover)		
13.	Employee Feedback Process		
14.	Age-group wise staff distribution		

8.24.9 Employee Attendance and Leave Management
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	Specification	Level of Compliance	Remarks, Comments
1	Shift Based Time Management		
2	Business Rule Based Processing		
3	Payroll Integration		
4	All Types of Leave Rule Definition For Various Employment Types		
5	Real time Leave Status Management		
6	Real time Leave Application Management		
7	Real time Leave Approval Management		
8	Leave Encashment Process		
9	Ad-hoc Leave Rule Management		
10	Option to mark Attendance through individual role based access or through application interface as per decided rights		

11	Shift Based Deduction Handling		
12	Synchronized Leave/ Attendance/ Deduction processing		
13	Employee Attendance and late comings pattern over a period		

8.24.10 Report Management

	Specification	Level of Compliance	Remarks, Comments
1.	preventive alerts		
2.	decision support system		
3.	Departmental / Institutional MIS at KVS headquarters level from all KVs through RO		
4.	Online reporting to Regional Offices and KVS headquarters		
5.	Non-modifiable reports for RO and HQ by Vidyalayas with provision for RO and HQ to represent reports in different templates.		
6.	Electronic transfer of student, teacher, management record through messaging system which will be workflow enabled with unique transaction ID		
7.	Few of MIS requirements to include: <ul style="list-style-type: none"> a. Examination (Scheduling exams, exam results, CCE Report card, academic record keeping for class XI) b. Student Attendance 		

	<ul style="list-style-type: none"> c. Time-table Students and Teachers d. Leave Arrangements e. Student Activities (CCA) f. Library (Records for staff Reading and Students) g. Sports and Games h. Scouts and Guides i. Students' Achievements (Academic and Co-curricular) j. Medical Check-up(Health Record) k. Result analysis l. Excursions/Adventure programmes m. Science/Social Science Exhibitions n. Olympiads(Science/Maths/Computers/English) o. Grievances and Complaints of students p. Educational Statistics q. Monthly Reports to RO(Academics) - such as (Vacancy position, Enrollment - category-wise & class-wise) r. Vidyalaya leaving certificate, s. Provisional passing certificate, t. Character certificate, u. DOB certificate, v. Fees certificate, w. Transfer certificate x. Admissions (SR Register) Online registration for admission - admission and withdrawal record y. Service Book of Employee z. In-service Training & Workshops 		
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	<ul style="list-style-type: none"> aa. Inter/Intra region transfers of Staff bb. Staff Pension record cc. Job Satisfaction Profile dd. Staff Vacancy position ee. Staff sanction ff. Infrastructure gg. KV Inspection record and inspection tools hh. VIP/KVS Higher Authorities visit Record 		
8.	<p>Accounting Reports</p> <ul style="list-style-type: none"> a. Pay and Allowances - increments and bonus b. Salary certificates of employees - salary of contractual staff c. GPF/CPF/NPS Statements/Deductions (monthly)- EWS schedule also d. Income Tax savings/Deductions(Form16) - quarterly report of Income Tax e. VVN & Vidyalaya Fund Budgeting f. VVN & Vidyalaya Fund Monthly g. VVN & Vidyalaya Fund Annual accounts h. Cash Book(VVN & Vidyalaya Fund) - Cheque issue register i. Ledger(VVN & Vidyalaya Fund) j. Petty Cash Book k. Stock Register maintenance l. Asset Register m. Postage and Dispatch n. Tender/Quotation 		

	<p>o. Condemnation – Subsequent updation of SF and VVN accounts</p> <p>p. Purchases</p> <p>q. Fee Management - (CS-11 Daily, CS-54 monthly)</p>		
9.	<p>The proposed system should provide different levels of security while addressing the MIS reports requirements of Vidyalaya in areas of</p> <ul style="list-style-type: none"> • Accountability of each user • Accuracy of every data • Authenticity of each user 		
10.	<p>If the system's data is incomplete say teachers qualifications are not entered the system would alert</p>		
11.	<p>Provide for 4 level security at User level, Application level, Database level, Transactional level</p>		
12.	<p>Smart card should be able to manage multi-application and should be source to real time access to information</p>		
13.	<p>Should have a complete audit module basis the transactions of the smart card for all user types and each functionality and feature level</p>		

8.24.11 MIS Portal

	Specification	Level of Compliance	Remarks, Comments
1.	Centralized portal for KVS		
2.	Should have inbuilt content management		
3.	Accessibility to Parents for student's attendance, exam result, fee schedule etc		
4.	Individual homepages for all users		
5.	Secured access and login through username password and Smart Card		
6.	Upload policies or revisions by Headquarters		

	in reference to: a. Admission policy and guidelines b. Fee policies c. Employee related policies for leaves or pay allowances etc d. Others		
7.	View policies and guidelines by Vidyalayas / RO in non-editable mode		

Part 1 C – Accounting

8.24.12 Financial Management

	Specification	Level of Compliance	Remarks, Comments
1	Account based Annual Budgeting separate for both 'School fund' and 'Vidyalaya Vikas Nidhi'		
2	Cost Centre based Budgeting		
3	Real-Time Budget Tracking		
4	Fixed Asset and Liabilities Tracking		
5	Book of Accounts; Single, Multiple		
6	Fee Integration rules		
7	Payroll Integration rules		
8	Purchase Integration rules		
9	Sub Account Management		
10	Real time Cash book, Day book, ledgers,		

	Petty Cash Book		
11	Single View Transaction Voucher System		
12	Real time Balance Sheet Rule Tracking		
13	Real time Balance Sheet Monitoring		
14	Bank Reconciliation Process		

8.24.13 Pay and Allowances Management
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	Specification	Level of Compliance	Remarks, Comments
1.	Business Rule based processing		
2.	Ad-Hoc Rule based processing		
3.	Leaves to Payroll integration		
4.	All Types of Arrears Handling		
5.	All Types of Allowances Handling like HRA, DA, TA etc		
6.	Statutory Reporting – EWS, GPF, New Pension Scheme		
7.	Bank Transfer Approval Process		
8.	Seamless Account Book Integration		
9.	Employment Type/Location Based Salary Processing		
10.	Automatic Compliance Report Generation		
11.	Ability to change PF option by Employee once a year		
12.	Generation of Employee Payslip and Salary Statement as per latest rules		

8.24.14 Stock and Asset Management

	Specification	Level of Compliance	Remarks, Comments
1	Supplier Management		
2	Stock Management; Single, Multiple Concurrent Stock Handling		
3	Annual Stock Taking Process		
4	Item Issue-Return Process		
5	Real time Item Issue Request		
6	Real time Item Issue Request Approval		
7	Automatic Stock Updating		
8	Concurrent Multiple Store Request Handling		
9	Monitoring Item to Department/Individual		
10	GRN/Rejection Note Handling		
11	Real time Item Request Monitoring		
12	Cost center wise expenditure		
13	Inventory usage pattern by Employees		
14	Top 'n' items consumed in Inventory		

8.24.15 Procurement Management

	Specification	Level of Compliance	Remarks, Comments
1	Supplier Management		
2	High Value Item Purchase Process		
3	Petty Purchases		

4	Low Value Item Purchase Process		
5	Single Store - Purchase Order; Single/Multiple Vendor		
6	Multiple Stores - Purchase Order; Single/Multiple Vendor		
7	Payment Approval Note Process		
8	Finance Integration		

8.24.16 Fee Management

	Specification	Level of Compliance	Remarks, Comments
1	Provision for Business Rule Processing		
2	All type of Fee Processing; Day Scholar/Day Board/Boarding		
3	Fee Receipt Management		
4	Concessions / Discounts/Scholarships/Benefit Scenario Handling		
5	Integration with Finance/Admission/HRM /Library /Transport etc		
6	Automatic Fine Calculation		

Annexure 3: Terms Governing the Contract

8.25 Contract scope

All the terms governing the RFP will form part of the contract.

8.26 Signing of Contract

At the same time as KVS notifies the successful bidder that its bid has been accepted, KVS will ask the bidder to submit Performance Guarantee within 30 from the **date of issue of letter of intent**. If the bidder does not submit the Performance Guarantee within 30 then its full EMD will be forfeited.

On receipt of the Performance Guarantee, the Letter of Award (LoA) will be issued and bidder will thereafter within 30, submit a draft contract shall be created between KVS and the selected bidder. Once KVS has accepted the contract, the Bidder will submit the contract in a non-judicial stamp paper of Rs 100 (or as applicable at the time of signing the contract) for execution of the contract.

Failure of the successful bidder to sign the contract proposed through the award letter/LoI, shall constitute sufficient grounds for the annulment of the award, in which event, KVS may make the award to the next successful bidder. The EMD of the successful bidder will be returned back within 30 days from the date of non-receipt of performance bank guarantee.

8.27 Contract Performance Bank Guarantee

On receipt of notification of award from KVS the successful bidder shall deposit an irrevocable **performance bank guarantee equivalent to 1 Crore**, as mentioned by the Bidder in his bid. The performance bank guarantee shall be in the form of Banker's Cheque/Pay Order/Demand Draft/Bank Guarantee from any Nationalized/Scheduled Bank in favour of **Kendriya Vidyalaya Sangathan** payable at **New Delhi**.

The performance bank guarantee shall be initially valid up to the expiry of contract period including the AMC period. In case the time of completion of work gets enlarged, the Bidder shall get the validity of the Performance bank Guarantee extended to cover such enlarged time of completion of work. After the expiry of the AMC period, the Performance bank Guarantee shall be returned to the Bidder, without any interest.

In the event of contract being determined or rescinded under the provision of any of the Clause/Condition of the agreement, the Performance bank Guarantee shall stand forfeited in full and shall be absolutely at the disposal of KVS.

8.28 Delay in the Bidder's Performance

If at any time during performance of the Contract, the Bidder should encounter conditions, not attributable to him or his associates, impeding timely completion of

the services under the contract and performance of the services, the Bidder shall promptly notify the KVS in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Bidder 's notice, the KVS shall evaluate the situation and may at its discretion extend the Contract time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Any delay by the Bidder for reasons other than those given in the above paragraph in the performance of its Contract obligations shall render the Bidder liable to any or all of the following:

- a. Forfeiture of its performance security;
- b. Imposition of Liquidated Damages
- c. Termination of the Contract for defaults

8.29 Liquidated Damages for Delay in Completion

If the bidder fails to deliver on time and in full hence falling short on his delivery performance, the bidder shall be liable to pay liquidated damages as penalty @ 0.5% per week of the contract price for implementation services until the delivery schedules and full deliverables are restored to agreed committed levels subject to a ceiling of 10% of the total contract value. Once the maximum is reached, the KVS may consider termination of the contract.

8.30 Termination for Default

The KVS may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the Contract in whole or in part if:

- a. The bidder fails to deliver any or all of the obligations within the time period(s) specified in the Contract, or any extension thereof granted by the KVS; or
- b. The bidder fails to perform any other obligation(s) under the contract.

8.31 Roles & Responsibilities

A clear definition of roles and responsibilities of all the partners involved brings Transparency, accountability, manageability and efficiency in any project. The following are the roles and responsibilities of KVS and the Selected bidder.

a. Responsibilities of KVS

As owner of the Project, the role of KVS in the successful implementation of the project includes discharging the following responsibilities:

- To ensure that all the participating departments take active part in the implementation of the project
- To identify key points of contact who would be able to dedicate quality time with the Bidder
- To conduct fortnightly review meetings at regular intervals to monitor the overall progress of the project
- To ensure speedy centralized issue resolution
- To ensure timely sign – offs after fulfillment of contractual obligations are met by bidder

- To provide necessary infrastructure, data support and resources as detailed in the proposal submitted by the bidder
- During the training phase, KVS will identify the users of the application and make all the necessary arrangements for combined training sessions.
- To handle the crucial change management
- To coordinate with internal departments and concerned stakeholders
- In the bid, the bidder must clearly spell out the responsibilities expected from KVS for successful implementation of the project. However, it is the prerogative of KVS to accept or reject the various responsibilities that are outlined in the proposal.
- To identify users at Headquarters level and RO level who would take training for MIS generation and usage.

b. f Bidder

- To fulfill all the tasks as outlined in the Scope of Work
- To ensure security of the data with adequate back-up measures.
- To provide training to the user community to make them conversant with the application software
- To provide handholding support to the user community during the warranty period
- To meet the functional requirements specified in this document and cover any other related functionality identified by KVS
- To provide documentation for user manuals
- To undertake maintenance of software during Warranty Period
- To provide updates and new patches of software as warranted by needs of KVS for 5 year from the date of acceptance and rollout.
- To make reports at specified periodic intervals on progress of the project
- To identify and describe the data entry points in consultation with KVS, to eliminate / minimize the duplication of data entry

- To interface with Project Coordinator and Management of KVS for managing the change
- To prepare user feedback forms for service level parameters in consultation with KVS and Project consultants
- To follow the terms and conditions as specified in this Tender document and in any other subsequent related documents
- To provide warranty for a period of five year

8.32 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and anti corruption policy.

8.33 Liability Contract – towards 'The KVS'

The Bidder's liability would be governed by the Applicable Laws of India

8.34 Patents

The Bidder shall hold harmless and indemnify KVS from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specification and plans furnished or recommended by the Bidder.

The Bidder shall promptly notify KVS in writing if the Bidder has acquired knowledge of any patent under which claim or suit for infringement that could reasonably be brought out to sue KVS or of any information, recommendation or specification, services rendered by the Bidder. The Bidder, in such case, shall

forth with at its own cost make and furnish to KVS alternative specifications or recommendations to avoid the same and without putting KVS to any additional cost.

- If the Bidder fails to perform any other obligation (s) under the contract; or
- If the Bidder, in either of the above circumstances, does not remedy its failure within a period of 7 days after receipt of the default notice from KVS.
- If the Bidder in the judgment of KVS has engaged in corrupt or fraudulent practices in competing or in executing the contract.

8.35 Indemnification

- a. The Bidder shall at all times indemnify and keep indemnified the KVS against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- b. The Bidder shall at all times indemnify and keep indemnified the KVS against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Bidder 's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder.
- c. The Bidder shall at all times indemnify and keep indemnified the KVS against any and all claims by Employees, Workman, Contractors, sub-contractors, Bidder s, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- d. All claims regarding indemnity shall survive the termination or expiry of the Contract.

8.36 Settlement of Disputes

- a. Amicable Settlement: Performance of the contract is governed by the terms & conditions of the proposed contract. In case a dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, point b (arbitration) shall become applicable.
- b. Arbitration:
- All disputes and differences arising between the parties in respect of the order/ contract will be decided by sole arbitrator appointed by KVS. The arbitration is to be proceeded under Indian Arbitration Act, 1996 and the rules framed thereunder. The decision of arbitration of all the parties to the proceedings will be binding and the laws applicable will be the Laws of India.
 - The venue of arbitration shall be in New Delhi.
 - The fee, if any, of the Arbitrator shall, if required to be paid before the award is made and published, will be shared equally by each of the parties. The costs of the reference and of the award including the fee, if any, of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part there of shall be paid and may fix or settle the amount of costs to be so paid.
 - The award of the Arbitrator shall be final and binding on both the parties.
 - The provision of Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceeding under this clause.

8.37 Jurisdiction

The contract governing this project shall be subject to the jurisdiction of the courts of New Delhi.

8.38 Governance of Laws

The contract shall be interpreted in accordance with the Indian laws.

8.39 Dispute Settlement Jurisdiction

Jurisdiction for filing any suit in case of any dispute shall be local courts at New Delhi only.

8.40 Currency of Payment

Payment shall be made in Indian Rupees only.

8.41 Termination**a. Termination by Default**

The KVS may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or in part if:

- the Bidder fails to deliver any or all of the obligations within the time period(s) specified in the Contract, or any extension thereof granted by the KVS; or
- the Bidder fails to perform any other obligation(s) under the contract

b. Termination by Insolvency

The KVS 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 KVS.

8.42 Force Majeure

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, 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 extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

Force Majeure shall not include:

- a. Any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-vendors or agents or employees, nor
- b. Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

Measures to be taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 7 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through arbitration.

8.43 Governing Language

The Agreement shall be written in **English** language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. English shall be the binding and controlling language for all matters relating to the meaning and implementation of this document.

8.44 Insurance taken by the Bidder

The Bidder (i) shall take out and maintain insurance, at its own cost but on terms and conditions approved by the "KVS", insurance against the risks and for the coverage, and (ii) at the "KVS's" request, shall provide evidence to the "KVS" showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.

8.45 Bankruptcy

If the Bidder becomes bankrupt or have a receiving order made against it or compound with its creditors or being a Corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them. KVS shall be at liberty:

- To terminate the engagement forthwith without any notice in writing to the Bidder or to the liquidator or receiver or any person in whom the Bidder may become vested.
- To give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee

for the due and faithful performance of the engagement up to an amount to be determined by KVS.

8.46 Handling of Document/ Confidentiality

Except with the prior written consent of the "KVS", the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

8.47 Contract Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

Modifications or Variations:

- Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.
- In cases of substantial modifications or variations, the prior written consent of the KVS is required.

8.48 Modification of Scope of Work

The KVS may at any time, by a written order given to the Bidder, make changes within the general scope of the Contract.

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 mutually agreed upon, shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder

for adjustment under this Clause must be asserted within seven (7) days from the date of the Bidder 's receipt of the KVS's changed order.

8.49 Fairness & Good Faith

Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

8.50 Corrupt & Fraudulent Practices

It is the KVS's policy to require that KVSs as well as Bidder observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the KVS defines, for the purpose of this provision, the terms set forth below as follows:

- a. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;
- b. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c. "Collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the KVS, designed to establish prices at artificial, noncompetitive levels;
- d. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

Measures to be taken by the KVS

- a. The KVS may terminate the contract if it determines at any time that representatives of the Bidder engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the KVS to remedy the situation;
- b. The KVS may also sanction against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a KVS-financed contract.

8.51 Assignment

The Bidder shall not, without the express prior written consent of KVS, assign to any third party, the Contract or any other part thereof, or any right, benefit, obligation, or interest therein or there under.

8.52 Copyright

The Intellectual Property Rights in the Implementation and associated material shall remain vested in KVS of such rights.

KVS's contractual rights to use the implemented solution or elements of the software may not be assigned, licensed or otherwise transferred voluntarily except in accordance with the relevant license agreement.

8.53 Grants, Commissions and Gifts etc

Any grant, commission, gift or advantage given, promised or offered by or on behalf of the Bidder or his partner, agent, officers, director, employee or servant

or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with KVS, shall, in addition to any criminal liability which it may incur, subject the Bidder to the cancellation of this and all other contracts and also to payment of any loss or damage to KVS resulting from any cancellation. KVS shall be entitled to deduct the amount so payable from any monies otherwise due to the SI under the Contract.

8.54 Enforcement of Terms

The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option here in provided, shall in no way be construed to be a waiver of such provisions, right or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have.

8.55 Defense of Suits

If any action in court is brought against KVS or an agent of KVS for the failure or neglect on the part of the Bidder to perform any acts, matter, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Bidder, his agents, representatives or his sub Bidder s, Bidder s or employers, the Bidder shall in all such cases indemnify and keep KVS and the agent of KVS or his representatives, harmless from all losses, damages, expenses or decrees arising of such action.

8.56 Disclaimer

Whilst care has been taken in the development of this document, KVS will not accept responsibility for any loss etc resulting from reliance on the material presented or errors or omissions. It is the responsibility of proposers to fully inform themselves in all material regards.

The Bidder should attach a self declaration stating that the bidder organization is not banned / blacklisted / debarred from working with any PSU / State Govt in India or any other Government Organization.

Annexure 4: Datasheet

S.No	Particulars	Details
1.	Name and address of the KVS	Kendriya Vidyalaya Sangathan (KVS) 18 Institutional Area, Shaheed Jeet Singh Marg, New Delhi Ph.: 011-26523069 e-mail: acedpkvs@gmail.com
2.	Method Of Selection	OcQB
3.	Technical and Financial Proposal are requested	As specified
4.	Name of Assignment	Implementation of Vidyalaya Management System for all KVs,ROs& KVS HQ
5.	Description of assignment scope	Kindly refer to the scope of work and requirements of functionalities
6.	Pre Bid Query format.	The bidders are requested to send their queries in the format as mentioned
7.	Contact Person	Mr. Nagendra Goyal Kendriya Vidyalaya Sangathan (KVS) Ph.: 011-26523069 e-mail: acedpkvs@gmail.com
8.	Tender Document Fees	Rs.5000/- in favour of Kendriya Vidyalaya Sangathan Please note that the Proposal, which does not include the Tender Document Fees, would be rejected as non-responsive.
9.	Clarifications	To be requested from the above mentioned official up to 7 days before the pre-bid conference

10.	Language of Proposal and all reports	English
11.	Validity of Proposal	Proposals must remain valid for 180 days from the date of tender opening.
12.	Submission date for proposal	Proposals must be submitted not later than 31 st January, 2012 at 4 PM
13.	Date and time of Opening the Technical Bid	1 st February, 2012 at 11:00 hrs
14.	Date and time of Opening the Commercial Bid	10 th February, 2012 at 11:00 Hrs.

Annexure 5: Special Instructions to Bidders
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Pre-Bid Query Format

S. No	Company Name	Page No.	Clause No.	Query	Suggestion
1					
2					
3					
4					
5					
N					

Note: Pre Bid queries will only be accepted in the above format only. No other format will be accepted by KVS. No query will be accepted after 16th January, 2012 in any format by KVS.

Performance Bank Guarantee Format

To,

**Kendriya Vidyalaya Sangathan
New Delhi**

In consideration of **Kendriya Vidyalaya Sangathan, New Delhi** acting through _____ (hereinafter referred to as KVS which expression shall include his successor and assignees) having awarded to <name> (hereinafter referred to as "the Bidder (Bidder)" which expression , wherever the subject or context permits, includes its successors and assignees) a contract for 'School Management Solution for KVs and MIS for Offices' in terms of inter-alia KVS 's letter No.---- Date---- (hereinafter called "the Contract.") and other General Terms and Conditions and upon the condition of the Bidder's furnishing Security for the Bidder's liability under and in connection with the said contract up to a sum of Rs.----- amounting to 2% of the total cost of the project.

1. We _____ (hereinafter referred to as the Bank or the said bank) and having our registered office at _____ do hereby jointly and severally undertake to guarantee the payment to KVS in rupees forthwith on its mere first demand in writing and without any demur or protest or any conditions, any or all monies payable by the Bidder to KVS in respect of or in connection with the said contract inclusive of all KVS's losses and damages and costs. Payable in respect of the above as specified in the notice of demand made by KVS to the Bank with reference to this guarantee up to an aggregate limit of Rs. _____.

2. We _____ further agree that KVS shall be the sole judge of and as to whether the said Bidder has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damages, charges and expenses caused to or suffered by or that may be caused to or suffered by KVS on account thereof and the decision of KVS that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by KVS from time to time shall be final and binding on us.

3. KVS shall have the fullest liberty without reference to the bank and without effecting in any way the liability of the said Bank under this guarantee to take any other security in respect of the Bidder's obligation and liabilities hereunder or to vary the contract/ work to be done there under vis-à-vis the Bidder or to vary the prices of the total contract value or to release or forbear from enforcement of all or any other security or any other securities now or anytime held by KVS.

4. The guarantee shall not be determined or affected by the liquidation or winding up of, dissolution or change in constitution or insolvency of the Bidder but shall in all respect and for all purposes be binding and operative until payment of all moneys payable to Bidder in terms thereof.

5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be in anywise affected or suspended by reasons of any dispute or disputes having been raised by the Bidder (whether or not pending before any arbitrator, Tribunal or court) or purporting to stop or prevent any payment by the bank to KVS in terms thereof. The Bank's liability under these presents being absolute and unequivocal.

6. The amount stated in any notice of demand addressed by KVS to the bank as liable to be paid to KVS by the Bidder or as suffered or incurred by KVS on account of any losses, damages, costs, charges and expenses shall be conclusive evidence of the amount so liable to be paid to KVS or suffered or incurred by Bidder as the case may be and in terms hereof.

7. This guarantee / undertaking shall be in a continuing guarantee / undertaking and shall remain valid and irrevocable for all claims of KVS and liabilities of the Bidder arising up to and until midnight of.....

8. This guarantee/ undertaking shall be in addition to any other guarantee or security whatsoever that KVS may now or any time anywise may have in relation to the Bidder's obligations or liabilities under and/or in connection with the said contract, and KVS shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which KVS may have or obtain and not forbearance on the part of KVS in enforcing or requiring enforcement of any other security shall have the effect of releasing the bank from its full liability hereunder.

9. It shall not be necessary for KVS to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding that any security which KVS may have obtained or obtain from the Bidder shall at the time when proceedings are taken against the said bank hereunder be outstanding or unreleased.

10. We the said bank undertake not to revoke this guarantee during this currency except with the consent of KVS in writing and agree that any change in the constitution of the said Bidder or the said bank shall not discharge our liability hereunder.

11. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs.....and this guarantee shall remain in full force till..... and unless a claim is made on us within Months from the date i.e. before..... all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities hereunder.

Dated..... Day of 2012.

Name of Bank: -----

Address: -----

Date: -----

Technical Formats

Technical Proposal Cover Letter
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[Location, Date]

FROM: (Name of Firm)

TO:

<Name>

<Designation

<Company>

<Location>

Dear Sir,

Subject: School Management Solution for Kvs and MIS for Offices

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed effort. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

General Information

1. General Information

General Information				
S. No.	Particulars	Details to be Furnished		
1	Details of the Bidder			
	Name			
	Address			
	Telephone		Fax	
	E-mail		Website	
	Details of Authorized person			
	Name			
	Address			
	Telephone		Email	

Number and List of locations and addresses of prime bidder in India	Please add the list as an annexure
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Pre Qualification Criteria Format
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S.No.	Qualification Criteria	Supporting documents to be submitted
1.	Bidder should be exclusive licensee or OEM of the application.	Documents stating exclusive licensee to be provided
2.	The proposed single integrated application should be a tried, tested and matured solution.	Service contracts
3.	Bidder should have experience of implementation of projects in at least 10 Vidyalayas and Institutes.	State the projects along with work orders / certifications
4.	The Bidder should be a certified ISO 9001:2008 and ISO27001:2005	Copy of Certificate
5.	Bidder should be registered with the Registrar of Companies and should be in existence in the IT services business for at least 5 years in India.	Copy of the Certificate of Certificate of Incorporation
6.	The bidder should have at least 50 full time IT professionals	Qualification and Experience details of the professionals
7.	The bidder should have a valid service tax registration in India	Proof of a valid tax registration in India
8.	The Bidder should not be Blacklisted or involved in any Corrupt & Fraudulent Practices by any Central/ State government ministry/affiliate or Public sector undertaking.	Company Secretary certified document
9.	Bidder should be financially sound to sustain the end to end project on service model.	Appropriate document to be attached.

Technical & Functional Functionalities Compliance

The technical and functional solution format will follow the format stated in the technical and functional specifications as mentioned previously in the document. The bidder is expected to respond for each functionality mentioned by answering through compliant/not compliant and supporting remarks for mentioning the compliance of the solution to be implemented by the bidder with the user functionalities. Clear page number needs to be done for purpose of ease of reference without which the bids shall be deemed non responsive.

Description of Approach & methodology:

Approach:

Methodology:

Solution Architecture & Design:

Technical Architecture

Security Architecture

Detailed Bills of Material

Training Plan

Go-Live Details

Project Management activities

Quality assurance activities

Framework based tools used during Implementation

Financial Proposal Format**Cover Letter**

Date:

To,

<Contact Person>

<Contact details>

Sir/ Madam (s),

Ref: Request for Proposal **Implementation of Vidyalaya Management System for all KVs and MIS for offices**

Sub: Financial Proposal for **Implementation of Vidyalaya Management System for all KVs and MIS for offices**

We, the undersigned, offer to provide services for the above mentioned project, in accordance with your Request for Proposal <<write RFP number>> dated <<write RFP date>>, and our Bid Proposal (Technical and Financial Proposals).

Our attached financial proposal is for a Total fee of Rs [Insert Bid amount in words and figures]. The Total fee is exclusive of taxes, duties, charges, incidentals and levies as applicable and payable under the local laws and subject to all statutory deductions applicable, if any.

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, i.e., [Insert date].

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

We remain,

Yours sincerely,

Signature: _____

(Authorized Representative)

Full Name: _____

Title: _____

Address: _____

8.56.1 Financial Quote

Task	Item	UoM	Rate	Qty	Price
A1	SOFTWARE SOLUTION: towards deployment of integrated application in each Vidyalaya	Per Vidyalaya		1083	
Aii	IMPLEMENTATION as per scope of work defined in RFP Document.	Per Vidyalaya		1083	
Aiii	Data porting services (For Integrated application startup Includes startup data for all 1083 Vidyalaya) @ per unit cost	Per Vidyalaya		1083	
Aiv	TRAINING for all users in Vidyalaya, RO and Headquarters over a period of 2 months for Vidyalaya Management System	One time			
Av	SMART CARD: ONE TIME INCLUDING ONE TIME COST OF CARD, PHYSICAL AND ELECTRONIC PERSONALISATION) as per scope of work defined in RFP Document. Smart Card – New (11,00,000 cards) – each unit Smart Card – Duplicate – each unit	Per card		1083000	
Avi	RECURRING COST				
	RECURRING COST : PER VIDYALAYA PER MONTH @ Rs. /- per month, which will include hand	Per Vidyalaya		1083	

Task	Item	UoM	Rate	Qty	Price
	holding support (1 resource per Vidyalaya) for one year and systems administration support. As per scope of work IN RFP Document.	per month			
Avii	Deployment of MIS Portal at central data center for Headquarters, ROs and KVs	1		1	
Aviii	Training to users at all levels on MIS access and usage as per schedule	One time			

Note:

1. The total price quoted must be **exclusive of taxes** .