

# **Council for Indian School Certificate Examinations (CISCE)**

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New Delhi -110017

Request for Proposal Managed IT and ADM Services

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#### 1. Introduction

Council for Indian School Certificate Examinations (CISCE) is pleased to invite you to respond to this Request for Proposal (RFP) for Managed IT Services. The intention of this RFP is to solicit responses and formal proposals from qualified Managed IT Services Providers (MSPs) and select a single organization to provide IT services to CISCE.

#### 1.1 Definitions

"Bank Guarantee" shall have the meaning ascribed to it under Section 4.4 of this RFP;

"CISCE" means the Council for Indian School Certificate Examinations;

"Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;

"Conflict of Interest" means without limiting the generality of the word, the bidders shall be considered to have a Conflict of Interest that affects the bidding process, if: (i) such bidder (or any constituent thereof) have common controlling shareholders or other ownership interest, or (ii) a constituent of such bidder is also a constituent of another bidder; or (iii) such bidder receives or has received any direct or indirect subsidy from any other bidder, or has provided any such subsidy to any other bidder responding to this RFP; or (iv) such bidder has the same legal representative for the purposes of his proposal as any other bidder; or (v) such bidder has a relationship with another bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the proposal of either or each of the other bidder; or (vi) such bidder has participated as a consultant to CISCE in the preparation of any documents, design or technical specifications of the proposal;

"Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of CISCE who is or has been associated in any manner, directly or indirectly with the bidding process or the award of work or has dealt with matters concerning the SLA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of CISCE, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the issue of the award of work or after the execution of the SLA, as the case may be, any person in respect of any matter relating to the work or the award of work or the SLA, who at any time has been or is a legal, financial or technical adviser of CISCE in relation to any matter concerning the Services and scope of contract as envisagedhereunder;

"Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;

"MSPs" shall mean the qualified Managed IT Services Providers identified to render the Services upon their selection pursuant to the bidding process as provided in this RFP;

"Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process under this RFP;

"RFP" means this Request for Proposal or tender document that is prepared by CISCE in order to invite bids/proposals from eligible bidders for the purposes set out in this RFP;

"Services" shall have the meaning ascribed to it under Section 3 of this RFP;

"SLA" means the processes, delivery key performance indicators, relating to the Services that are intended to be provided by the MSP; and

"Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by CISCE with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest.

#### 1.2 About CISCE

The **Council for the Indian School Certificate Examinations (CISCE)** is a privately held national-level board of school education India that conducts the Indian Certificate of Secondary Education (ICSE) Examination for Class X and the Indian School Certificate (ISC) for Class XII. It was established in 1958. Over 2,700 schools in India and abroad are affiliated to CISCE.

CISCE business includes, but is not restricted to, affiliation of schools, registration of students for examination, confirmation of candidates for examination, conducting examination, marks capturing, results processing, results publishing, recheck, compartmental exams, research & development, training, and support functions such as finance and payroll.

Technology applications support the various departments of CISCE such as Affiliation, Examination (ISC & ICSE), Finance, Research and Development, and Trainings.

## **CISCE Functions and Annual Calendar of Activities**

The below activities are an indicative list of business activities performed by CISCE during an academic calendar year:

- Affiliation of schools
- Registration for candidates
- Confirmation of entries
- Preparation of question papers
- Publication of timetable & exam schedule
- Examiner nomination
- Center arrangement
- Question paper setup
- Question paper dispatch
- Timetable publication
- Admission cards / Special Signature form generation
- Examination process
- Examination attendance
- Script packing and dispatch
- Apportionment of answer script

- Marks capture
- BMS including space planning, packet scanning & receiving
- Evaluation & Marks capturing
- Results processing including exception handling, frequency reports, standardization, grading and statistical reports
- Results publishing online, statement of marks (SOM) & pass certificate (PC) and printing of SOM/PC, tabulation register for schools, comparison table
- Recheck
- Examiner remuneration
- Compartment examination
- CVE exams
- Trainings
- Curriculum development
- Public Services including change, duplication, and verification requests
- Receipt & Dispatch

**Note**: This is a high-level indicative list. Additional details regarding CISCE's technology dependent activities can be provided to the eligible bidder/MSP upon signing an NDA.

#### 1.3 Purpose

The purpose of this RFP is for the eligible bidders to provide CISCE with information about their organization, experience, and IT product, solutions, and related solutions (outlined in greater details provided in Service Section of this RFP below).

Further, this RFP also provides information that may be relevant for the eligible bidders to prepare and provide their bids. Each bidder should conduct its own investigations (at its own cost) and analysis and should check the accuracy, reliability, and completeness of the information in this document and where necessary obtain independent advice from appropriate sources. CISCE, its employees and advisors make no representation or warranty and shall incur no liability under any law, statue, rules or regulations as to the accuracy, reliability or completeness of the RFP. This RFP does not purport to contain all the information each bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for CISCE, their employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this RFP. CISCE may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information or any part thereof provided in this RFP in accordance with Section 4.7 below.

This RFP is issued solely for information and planning purposes. This RFP does not commit CISCE to contract for any service, supply, or subscription whatsoever. CISCE will not reimburse any bidder for any information or administrative costs incurred as a result of participation in response to the RFP. All costs associated with response will solely be borne by the concerned bidder. Further, CISCE at its discretion, may issue this RFP to a limited number of entities based on an evaluation of the information available in the public domain.

## 1.4 Confidentiality Statement

The bidding documents including this RFP (and all attachments), and information provided by CISCE, are and shall remain or becomes the property of CISCE and are transmitted to the eligible bidders solely for the purpose of preparation and the submission of a proposal in accordance herewith. The eligible bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. No information or documentation shared by CISCE with the eligible bidders, included in this document, or communicated in discussions relating to CISCE MSP selection effort or negotiation of the contract, may be disclosed to any third party or used for any other purpose without the express written or verbal consent of CISCE. This clause shall apply to the sub-contractors, consultants, advisors or the employees engaged by the eligible bidder with equal force.

## 1.5 Eligibility Criteria for RFP

- The bidder should possess the relevant experience, resources and capabilities in providing the Services necessary to meet the requirements, as described in this RFP. The bidder must also possess the technical know-how that would be required to successfully manage and implement the solutions and support services sought by CISCE for the entire period of the contract.
- The bidder must be incorporated or registered in India under Indian Companies Act 1956 or 2013 or a Limited Liability Partnership 2008 (registration or incorporation certificate will be required).
- The bidder should have been in operation for at least 2 (two) years as on the date of submission of the bid.
- The bidder should have an average annual turnover of at least Rs. 3 crores (INR Three Crores Only) in each of the preceding three audited financial years (copy of Audited Accounts required).
- The bidder should have on its payroll minimum 20 (twenty) employees for rendering the Services under this RFP (Declaration from HR required).
- The bidder must have successfully undertaken at least 1 (one) application development and maintenance projects in the last 5 (five) years for Government / PSU / Institutions for Higher Education / Universities / Large Corporates. (Copy of work order and sign-off for each of the assignments is required).
- Documentary proof for everything is essential without which the proposal will be rejected. The documents submitted as proof should be self-attested. The technical and financial evaluation of the proposal will be done only for the bidders are satisfying the above eligibility criteria.
- Bidders declared by Government of India to be ineligible to participate for unsatisfactory

past performance, corrupt, fraudulent or any other unlawful or unethical business practices shall not be eligible and should not submit any proposal whether alone or jointly with other bidders not covered by this Section.

#### 1.6 Undertakings by eligible bidders

The eligible bidders are required to provide CISCE the following undertaking along with the bid:

- If the bid is not accepted by CISCE, or on failure to negotiate the contract pursuant to acceptance of bid by CISCE, the eligible bidder, along with its sub-contractor/associated entities, shall at all times abide with all the terms of the bid documents including the confidentiality and disclosure obligations pursuant to Paragraph 1.4 of the RFP.
- The eligible bidder shall delete and destroy any and all codes, documentation and information shared with the eligible bidder by CISCE for providing the Services or as part of negotiations on the contract with CISCE.
- The eligible bidder shall at no time, during the bid process, negotiation of the contract, or post the negotiation of the contract, make any statements that are derogatory or disparaging towards CISCE or any of its past and present representatives, affiliates, divisions, officers, employees, insurers, successors, predecessors, administrators, attorneys, assigns and all others claiming by or through CISCE, either verbally or in writing, in any form through any medium, including but not limited to, internet postings, blogs or email communications.

#### 1.7 Conflict of Interest

- An eligible bidder shall not have a Conflict of Interest that may affect the selection process or for providing CISCE the Services. Any eligible bidder found to have a Conflict of Interest shall be disqualified.
- CISCE requires that the eligible bidder to not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment mentioned in this RFP in the best interests of CISCE. Violation of this clause shall make the eligible bidder liable for any legal consequences arising out of the same.
- An eligible bidder shall disclose any situation of actual or potential conflict that impacts
  his capacity to serve the best interest of CISCE, or that may reasonably be perceived as
  having this effect.

#### 1.8 Sub-contracting

A successful bidder shall not be permitted to subcontract its obligations under the RFP or the contract with CISCE without prior written approval of CISCE.

#### 2. Environment Overview

The information below outlines the general demographics of CISCE and its current technical environment.

Office Locations: Saket and Nehru Place, New Delhi; NOIDA. Kolkata and Hyderabad

Key Stakeholders: Schools, Students, Parents Teachers, and Examiners

**Number of Employees: 52** 

#### **Current Technical Environment:**

#### Core Hardware

- Microsoft Azure 34 VMs in Directory 1
- Microsoft Azure 6 VMs in Directory 2
- Development and QA (6 servers)
- o SQL Server Enterprise 2019
- o Disaster Recovery Servers
- SharePoint

## Software Systems

- CAREERS: Application which manages the core business processes of CISCE from registration, confirmation of entries, center arrangements, examiner nominations, recheck, results processing, publication, affiliation, records, and reports
- o CISCE website: Public facing website
- Marks Capture System (MCS): Application used to digitize marks by examiners during the evaluation process. This application is synced with CAREERS
- Bundle Management System (BMS): Hardware system with an interface to CAREERS used to sort answer scripts from examination center to CISCE office to evaluation center
- Events Module (ENC): Module used to schedule, deliver, and manage training events
- RDCD Module: Module used by the Research, Development and Consultancy Division whose responsibilities include research, syllabus, and training
- Sports Module: This module allows to manage events, participants, coaches and principal coordinators for SGFI events
- Various production batch jobs to support CISCE operations
- o AX Dynamics: ERP system primarily used for Accounting and Finance
- IT Asset Management System: IT Asset management system to be in place to manage all licenses and hardware for CISCE
- ESS Portal: Interface for HR system and payroll: encompass management of employee database, Leave records with interface to Payroll (Payslips and apply for Leave, Leave register
- Receipt & Dispatch Module: Allows access to the system that keeps track of documents/materials sent or received by post/courier
- o Office 365
- o CISCE.org domain, SSL Certificates, Cloudflare

- School Domain and Email IDs: CISCE maintains standardized emails and domains for schools
- o Code repositories on GitHub
- JIRA for Helpdesk Ticket Management
- TAWK for chat support

## Storage

- Production DB (SQL)
- o Archival Data Store
- SharePoint

#### Connectivity

- o Airtel ISP
- o Spectra ISP
- o Tata ISP
- SMS Provider (Text Local)
- o Exotel Cloud Telephony for Helpdesk

#### Remote Access / VPN

o RDS Cal Licenses

#### o Backups, Antivirus and Remote Support Software

- Sentinel One Anti-virus
- SonicWall Firewall

#### Workstations and other Devices

- BMS Machine Hardware
  - Desktops and Laptops (Optional)
  - Printers and Scanners (Optional)

The bidder would provide measures that it will undertake to ensure knowledge transfer and transition in case of changes to relevant personnel deputed for the Services. To the extent feasible, the bidder will ensure that the personnel are not changed unless for cause or on request by CISCE.

CISCE would provide only be required to provide seating space at its premises and the onsite available network connectivity for the bidder's key officials, or as discussed. Any other infrastructure like computer / laptop, data card, dongle etc. will have to be provided by the bidder. However, the bidder may accordingly submit the details of hardware as required from CISCE for implementation and execution of the Services as a part of the proposal itself.

#### 3. Service Requirements

As part of this RFP, CISCE has requirements for the following services ("Services").

## **Infrastructure Services**

- Support & Maintenance of all CISCE IT systems This includes the list of hardware (in the Microsoft Azure cloud and in CISCE offices) and software systems (CISCE proprietary and third-party) listed above in Section 2 of the RFP.
- IT support for all technology dependent activities of CISCE This includes the activities listed above in Section 1 of the RFP.

- Server & Network System Monitoring The MSP must provide 24x7 monitoring of CISCE's servers & network systems with proactive communication and escalation protocols based on the severity of any unscheduled outages.
  - The MSP will also be responsible for managing utilization and cost optimization of servers and network systems including those on Microsoft Azure cloud.
- Patch Management Services & Preventative Maintenance The MSP must provide management of critical security and system patches to all servers and systems on the network to ensure CISCE's IT systems and resources are always operational, updated with latest technologies, secure and in compliance with updated support contracts with technology providers.
- Business Continuity and Disaster Recovery The MSP must be able to support CISCE's ability to recover based on the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) as agreed upon mutually with CISCE. In addition, backup and redundancy should be used to support this need.
- Remote Backup The MSP must execute a well-defined backup plan for the critical servers, and databases including a regularly-tested recovery process. Note that the MSP is responsible for ensuring the security and integrity of data in production and backup environments.
- Email System Management CISCE requires the management and administration of CISCE's email system for all users.
- Antivirus, AntiSpam & Antispyware Protection CISCE expects that the MSP will ensure
  its systems are adequately protected against security threats including phishing, malware,
  spam, viruses.
- On-Site Support When needed, the MSP should have the ability to deploy onsite resources to assist in issues which cannot be resolved through remote access to in-house systems.
- Networking Support CISCE requires proactive management and monitoring of our switches, firewalls, routers and Wi-Fi systems, and other networking equipment as identified by CISCE from time to time.
- Security Systems Monitoring MSP must provide proactive monitoring and management of CISCE security systems, including firewalls, intrusion prevention, secure remote access, and any implementations of advanced security solutions that CISCE may utilize.
- Vendor Management The MSP should be able to manage other IT vendors which may be contracted for by CISCE and serve as the key point of contact unlessescalated.
- Warranty and Asset Inventory Management CISCE expects the MSP to manage CISCE's hardware and asset inventory that includes Desktops, Laptops, Servers, Printers/Scanners, Fax Machines, and notify CISCE of any potential service or warranty issues. The MSP must also assist with managing the lifecycle of CISCE's devices and maintain an equipment inventory to ensure our systems are always current.

- Software Licensing Control Management of licenses of software applications and maintenance of appropriate documentation.
- Procurement Management The MSP must assist with the selection of commercially rated equipment, order placement, order tracking, shipping, equipment returns, and sourcing and ordering of replacement parts.
- o **PC Deployment** Delivery and setup of machineson-site.
- Desktop and Laptop Support MSPs must include their ability to support existing and future desktop and laptop hardware. This includes maintenance and repair, replacement for failed equipment, and the acquisition and provisioning for new equipment as needed.
- Printers, Copiers, and Scanners -The MSP must be able to support existing printers, copiers and scanners and address any related network-printing issues.
- Desktop Software Standardization and Software Licensing and Upgrades MSP must have a process for identifying standardization and management of desktop images and ensuring that staff are using current products as well as current OS and browser versions.
- **Lifecycle Management of Hardware Units** The MSP should have processes for end-of-life notification, replacement, and asset decommissioning/disposal.
- Break Fixes and Installation The MSP should offer planned and on-call break/fix services, including emergency response to server issues.
- Move, Add, Change (MAC) CISCE is looking for the MSP to help with any changes to the location, configuration of existing equipment or software, and installation of additional equipment or software as needed.

#### **Application Development and Maintenance**

- Application Development and Maintenance (ADM) The MSP must design, develop and
  implement software solutions as and when required for CISCE's efficient and effective
  operations. This could include development of new features, enhancement of existing
  features or fixing of defects in any of CISCE's proprietary software systems and/or
  development of new additional applications.
- Customization of ERP systems (AX Dynamics) as per the needs of the finance department

## **Technology Operations**

 Help Desk Support - The MSP should offer superior help desk support from Level 1 (one) to Level 3 (three) services utilizing industry best practice processes and procedures.

Level 1 Support (@10 hours per day for 6 days)

Level 2 Support (@8 hours per day for 6 days)

Level 3 Support (@8 hours per day for 6 days)

Peak Season Support Additional Support (@24 hours per day for 7 days for a period of 3 months encompassing results, recheck and registration process)

- Generation of reports, data sets, transfer of data across systems, running of manual or batch jobs in support of CISCE's day to day business operations as highlighted in Section 1.2 above.
- Reporting The MSP should provide relevant reporting not only based on their performance from a help desk perspective but also regarding system health, uptime, and assist in keeping an accurate hardware inventory to inform ongoing planning of maintenance, warranties, and refresh schedules.
- Technology Strategy Planning The MSP will work with current IT staff to develop a long-term strategic technology plan. The plan will take advantage of new and existing technologies to produce a pragmatic and effective future roadmap that enables the organization to fulfill its overall mandate in the community.
- Account Management The MSP must offer an internal escalation process in tandem
  with CISCE to ensure the ability to have multiple points of contact available if needed
  depending on the items or issue encountered.
- Project Management The MSP should be able to offer project management and technical engineering resources to assist with technical projects as identified by the MSP or CISCE.
- Service Levels The MSP should identify SLAs or objectives and report back on a regular basis to CISCE on their ability to meet these agreements orobjectives.
- IT Policy Review and Development The MSP should be able to assist in the development
  of customized policies related to the use of technology.
- Onboarding and Offboarding Staff The MSP must have process and procedure in place to onboard or offboard team members in a timely and efficient manner. This is to be done with clearly defined handover processes and without any impact on CISCE business operations.
- Scalability The MSP must be able to offer a model where scaling up or down from a system and cost perspective is simple and efficient.
- End-User Security Awareness Training The MSP should offer security awareness training to teach CISCE staff and employees about current threats, terms, standards, and compliance to help them avoid a security incident.
- Vulnerability Testing The MSP should offer vulnerability tests, both internally and externally, to determine what flaws and potential threats exist from the outside, or perimeter, of CISCE's business network.
- Training and knowledge transfer: The MSP should provide training to the in-house technical team of CISCE for any new product launches, features, and general operation and management of the Services and provide general technology awareness (used in developing and operating the Services). Further, the MSP will institute and implement measures to ensure knowledge transfer and sharing of the Services to the in-house technical team of CISCE.

#### 4. Response Process

## 4.1 Notification of Intent to Respond

Please indicate your intention to respond to this RFP by email to the Primary RFP Contact listed under Section 4.6 below by the *Intent to Respond and Questions Due* date outlined under Section 11 below. In addition, please provide the contact details of the individual responsible for coordinating your RFP response. At the same time, the bidders may submit any clarification questions regarding the RFP. Non acceptance of any of the terms & conditions as stated in this RFP shall render the proposal invalid which is submitted in response to the RFP by the bidder. Further, the bidders must put an innovative pricing mechanism, and it is clarified that no such proposal/response to this RFP will be accepted after the stipulated time period mentioned under this RFP.

## **4.2 Response Documentations**

Bidders' responses must include the following:

- (a) **Covering letter:** The covering letter (must be on the bidder's business letterhead) and signed by a representative of the bidder who is authorised to do so. The bidder should state in the letter that all Sections in the RFP have been read and understood;
- (b) **Company profile:** Bidders are requested to submit the bidder profile along with relevant documents, statement of work capabilities etc.;
- (c) Letter comprising the proposal: Bidders are requested to submit the letter comprising the proposal (Attachment C), accepting the terms and conditions of this RFP;
- (d) **Undertaking**: Bidders are required to submit a signed undertaking in terms of Paragraph 1.6 in the form provided in Attachment D to this RFP;
- (e) **Citation of Experience regarding Services:** Bidders are required to fill out and submit all the required information as per the details provided in Attachments A and B to this RFP; and
- (f) **Bid proposals as prescribed herein:** Bidders are required to adhere to this RFP in terms of preparing and submitting their proposals along with relevant documents and attachments in the manner set out below.

## 4.3 Technical Capabilities and Financial Quotations

The bidder(s) are required to study CISCE's bidding process and complete scope of services while preparing proposals and quoting for the Services to be rendered as provided under this RFP. The bidders shall ensure that their proposals contain both the details and information about their technical capabilities and financial quotations and other information for undertaking the Services as envisaged under this RFP.

Bidders are also requested to refer to Section 4.5 and 4.7 below to identify any amendments, modifications to the RFP that may be carried out from time to time.

#### 4.4 Bank Guarantee from MSP

The bidder whose proposal is accepted by CISCE, i.e., the MSP, shall be required to give a bank guarantee as security for faithful performance of the Services under this RFP. The total amount of bank guarantee shall be 10% of the total annual contract value for the Services ("BankGuarantee").

The Bank Guarantee shall be valid for the complete life cycle of the Services and the tenure of the contract/agreement that may be entered into between the MSP and until termination of the contract. The Bank Guarantee will be submitted by the MSP initially for a period of 3 (three) years and will be extended afterwards by the MSP on the basis of the progress of the Services under the contract.

The Bank Guarantee shall be submitted by the MSP within 15 (fifteen) days of the acceptance of the proposal and award of the contract for Services. In case of contravention of any of the terms and conditions as stated in this RFP or if the MSP withdraws or amends, impairs or derogates from the RFP in any respect within the period of validity of the proposal or MSP fails to execute the work and perform Services as per the proposal submitted or requirements under this RFP or fails to deliver the satisfactory performance during the period of contract, or fails to execute agreed SLA, CISCE shall have the right to invoke the said Bank Guarantee.

## 4.5 Clarifying Questions

CISCE shall make reasonable efforts to respond to any questions or clarifications raised by the eligible bidder by way of email, prior to 27<sup>th</sup> September 2023. The interested bidders are requested to send their queries by email to the designated email of CISCE, as provided below, for all communications with CISCE in advance. It is clarified that failure to provide any satisfactory clarification to any bidder shall not vitiate the selection process or any other process under the RFP. It is clarified that CISCE shall not entertain/receive any clarification requests/feedback after the stipulated date as provided above. Based on the clarifications and feedbacks received from the bidders, CISCE may in its sole discretion amend, modify, update and alter the RFP, and provide a list of consolidated clarifications or any of its terms using such feedback or clarification, which may also be uploaded on CISCE'swebsite.

CISCE reserves the right to reject any proposal if any discrepancy is found in the proposal even after providing clarification to the bidder.

## 4.6 Primary RFP Contact

All inquiries and communications to CISCE in relation to this RFP should be directed to the following email id:

Email id: itinfo@cisce.org

No inquiries and communications shall be entertained or received through any other mode/channel.

## 4.7 Response Delivery Instructions

CISCE requires responses/proposals to this RFP to be delivered in writing only. You may attach documentation to support your answers, if necessary. All proposals should be submitted with all the relevant documents as required hereunder along with a letter comprising the proposal which is provided as Attachment C to this RFP.

Please submit all responses via electronic delivery in accordance with Section 4.6 above, as per the completion dates provided under Section 11 of this RFP.

Any response received after the delivery date specified will not be considered without prior written or electronic approval of CISCE.

Prices quoted in the proposal in response to the RFP shall expressly be inclusive of all statutory taxes, fees, cesses, duties, levies, charges, surcharges inclusive of all statutory and other components etc. (net to CISCE) for the Services as provided under this RFP. No component of cost / tax shall be paid by CISCE unless the same is included specifically in the quotations.

The quotations under the proposal should be valid for 6 (six) months from the date of receiving the proposal and such quotations.

Incomplete proposals/quotations shall be rejected out rightly. No alterations, amendments or modifications shall be made by the bidder in the RFP, instructions to the bidders, conditions of the contract, and specification provided thereunder and if any such alterations are made or any special conditions attached, the proposal is liable to be rejected without reference to the bidder.

At any time prior to the last date for receipt of responses/proposal, CISCE, may, for any reason, whether at its own initiative or in response to a clarification requested by the bidders, modify the RFP by issuing an addendum/corrigendum (the bidders are required to ensure that they adhere to any such modifications/corrigendum issued by CISCE from time to time, if any). Any such amendment issued along with the original RFP document will constitute a revised RFP. The addendum/corrigendum will be communicated to the respective bidders through email.

CISCE may at any time during this RFP process request the bidders to submit revised technical /commercial proposals and/or supplementary proposals, in case of change in Services/scope of work as provided hereunder, without thereby incurring any liability to the affected bidder. Further, a bidder may revise a submitted bid prior to the bid due date based on any amendment or clarification issued by CISCE.

The whole work included in the RFP shall be executed by the bidder and the bidder shall not directly or indirectly transfer, assign or sublet the contract / work or any part thereof or interest therein without the written consent of CISCE. Further, in case any work for which there is no specification in the RFP or the contract upon the award of the contract for the Services, such work shall be carried out in accordance with the directions of CISCE without any extra cost to it. Further, bidders are required to complete and submit the attached forms (Attachment A, B and C), a proposal document, pricing breakdown, and a draft copy of SLA that would be utilized if the bidder is selected.

## 4.8 Verification and Disqualification

CISCE reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFP and the bidder shall, when so required by CISCE, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by CISCE shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of CISCE hereunder.

CISCE reserves the right to reject any proposal if: (a) at any time, a material misrepresentation is made or uncovered; or (b) the bidder does not provide, within the time specified by CISCE, the supplemental information sought by it for evaluation of the proposal. Such misrepresentation/improper response shall lead to the disqualification of the bidder from the bidding process under this RFP. If such disqualification / rejection occurs after the proposals have been opened and the highest bidder gets disqualified / rejected, then CISCE reserves the right to: (i) invite the remaining bidders to submit their proposals in accordance with Section 4 of this RFP; or (ii) take any such measure as may be deemed fit in the sole discretion of CISCE, including annulment of the bidding process.

#### 4.9 Corrupt or Fraudulent Practices

CISCE requires the bidders under this RFP to observe the highest standards of ethics during the bidding process, execution of the contract and performance of Services as set out hereunder. In pursuance of this policy, no bidder shall indulge in any activity or omits to act in such a manner that would result in committing of any Corrupt Practice, Coercive Practice, Undesirable Practice, Restrictive Practice. Further, the bidders must ensure that there is no Conflicts of Interest in preparing or submitting their proposals/bids under this RFP and that they are in strict compliance of this Section 4.9 of this RFP throughout the bidding process until the award of contract for Services cease to exist (either by completion of the term or termination) between CISCE and the MSP. The Chief Executive & Secretary of CISCE in their sole discretion shall reject a proposal for award of the contract if they determine that any bidder or the MSP has engaged in corrupt or fraudulent practices or conflict of interest in competing for the contract in question. The Chief Executive & Secretary of CISCE, will declare that bidder or the MSP ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is determined that the bidder has engaged in corrupt and fraudulent practices in competing for or in execution of the contract.

## 5. Selection Criteria & Process

#### 5.1 Selection Criteria

CISCE will evaluate the responses based on multiple criteria and will select the best bidder who fits its needs. CISCE is not obligated to select the lowest price bidder. The evaluation criteria is set out under Section 5.2 below.

#### 5.2 Selection Process

The proposals of the eligible bidders (i.e., bidders who meet the eligibility criteria set out above under Section 1.5) will be evaluated on the technical capabilities and financial quotations provided by the bidders in their proposals. The proposals/responses which are not supported by adequate proof / supplementary documents shall not be evaluated.

The proposals which are unsigned and incomplete shall not be evaluated. The technical proposals will be evaluated on the basis of their responses, statements, applying the evaluation criteria and point system evaluation scoring matrix.

All responses will be evaluated as received and included in the following process:

- Review and scoring of the responses, as well as clarification of information as deemed necessary by the evaluation team.
- Identification of 2–3 final candidates to conduct in-depth review of capabilities, including interviews and presentations.

Evaluations will be based on documentary evidence submitted by the bidder with respect to eligibility criteria and selection criteria.

The following criteria will be used to evaluate the bidder:

- The criteria have been classified into 4 categories;
- Each category carries a weight of 25%;
- Each criteria within a category will be rated on a scale of 1 to 10;
- Bidder to get a minimum score of 6 in each of the criteria to qualify; and
- Quality and comprehensiveness of the SLAs defined in the proposal will be considered while evaluating the relevant criteria.

Each proposal is expected to detail how the SLAs will be scoped, defined, operationalized, and reported. At a minimum, SLAs are required for the following services as listed in the scope section of the RFP:

- 1. Infrastructure SLAs where vendor will work with CISCE Azure Partner to manage uptime or servers, networks, applications, and other IT systems;
- 2. SLAs for development and deployment of defect fixes, change requests, new feature additions with respect to timelines and quality; and
- 3. SLAs for technology operations and helpdesk for resolution of tickets categorized by severity and importance.

## Category 1: Commercials

- 1. Commercial Proposal; and
- 2. Track Record & Financials of the bidder.

## Category 2: Technology & Domain Experience

1. Domain Experience with at least 3 projects executed successfully of comparable size and scope of this RFP preferably in the field of education;

- 2. Technical Experience (Azure, AX Dynamics, Cost Control on Infrastructure, Technology Operations, Development and Maintenance of Software with Technology Stack .NET and PHP);
- 3. Experience working with Technology Partners in cloud infrastructure, ISPs, SMS, ERP, Antivirus, Firewall, preferable CISCE Technology partners; and
- 4. Definition and Governance of SLAs to cover all Services listed in the scope section of the RFP.

#### Category 3: People & Processes

- 1. Resource Competency of team assigned to CISCE including profiles of resources and team structure:
- 2. Knowledge Management Processes;
- 3. People Management and Attrition Rates; and
- 4. The bidder should have been assessed for a Capability Maturity Model Integration (CMMi) Level 3 & above with ITIL and Agile Certified Staff.

#### Category 4: Technology Operations

- 1. Process improvements, automation, and enhancement of tech operations
- 2. Ability to respond and adapt to changing requirements and rapid turnaround on technology and technology operations; and
- 3. Change management experience with technology operations including stakeholder management.

Further it is clarified that, CISCE shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the proposal and on the basis of such credentials, CISCE may reject the candidature of the bidder without assigning any reason and the decision of CISCE shall be final.

The acceptance of a proposal shall solely be at the discretion of CISCE in accordance with the evaluation criteria. CISCE upon accepting a proposal from the successful bidder may announce the name and/or details of the successful bidder and may initiate the process for the award of the contract as provided below. CISCE does not bind itself to accept the lowest proposal and reserves to itself the right to reject any or all the proposals received without assigning any reason(s) whatsoever and any notice to bidder(s). Non acceptance of any proposal shall notmake CISCE liable for compensation or damages of any kind. CISCE further reserves the right to accept a bid other than the lowest or to annul the entire RFP/bidding process with or without notice or reasons. Such decisions by CISCE shall be final and bear no liability whatsoever consequent upon such decisions to any person.

## **5.3 Finalist Presentations**

CISCE may hold presentations/demonstrations with one or more bidders/firms after the evaluation of their responses/proposal as provided under Section 5.2 above, on the dates indicated in the *Key Dates* table under Section 11. The presentations will be held at CISCE at P 35-36, Sector-6, Pushp Vihar, Saket, New Delhi - 110017 and we will try to provide the finalist bidders with as much advance notice as possible.

For this purpose, certain bidders might be required to make presentation on their proposals covering experience/technical proposal including understanding about CISCE's requirements and Services, implementation methodology, team composition, work schedule, and activity schedule, arrangement of client interactions and/or their testimonials for successful execution of similar works/Services as

envisaged hereunder this RFP. In case presentation is required, the date and time of the presentation / interactions will be intimated individually to the relevant bidders. CISCE may in its discretion also organize such meetings for presentation electronically with prior intimation to the relevant bidders.

## 5.4 Reservation of Rights

CISCE reserves the right to:

- (a) Modify the timetable/schedule dates as provided under Section 11 of this RFP including the bid due date at its discretion;
- (b) Consider or accept, or refuse to consider or accept, non-conforming bids at its discretion;
- (c) Not to accept the lowest priced bid;
- (d) Not accept any responses/bid;
- (e) Negotiate pricing or any other parts of proposal to the RFP (including the SLAs) during the evaluation phase, prior to the award of the contract, including by way of meetings, best and final offer, an online auction or any other process required by CISCE;
- (f) Shortlist bidders based on their proposals; and
- (g) To enter into any discussions at its sole discretion with the bidders in relation to the results, findings, assessment, rating or scores of bidders.

#### 5.5 Acknowledgement

In submitting a proposal, each bidder acknowledges and agrees that it grants to CISCE and its related affiliates a non-exclusive right to use and reproduce any information, processes, sketches, calculations, drawings, computer programs or other data embodied or contained in the response, solely for the purposes of evaluating the response.

#### 6. Award of Contract

The bidder with the highest score as per the evaluation matrix given above will be considered for acceptance of the proposal and award of contract, i.e., MSP.

#### 6.1 Contract

CISCE shall award the contract to the MSP by entering into a contract for the performance of Services, in addition to the terms and conditions mentioned hereunder within 30 (thirty) days of acceptance of the proposal. The MSP shall also sign the final and agreed upon SLAs simultaneously with the award of the contract. CISCE shall at its own discretion share a copy of the draft contract that CISCE expects to enter into with the successful bidder with bidders shortlisted by CISCE (at its own discretion).

The MSP is expected to commence the Services under the contract on the date and at the location specified in the contract.

If the MSP does not sign the contract within the stipulated period or does not comply with terms and conditions mentioned in this RFP, the acceptance of the proposal and award of the contract to the MSP shall be cancelled by CISCE. Further, in such an event, the bidder securing the next higher combined marks maybe considered for the award of contract and so on and so forth.

The scope and quantities of Services indicated in the RFP are tentative and may be increased / decreased at the sole discretion of CISCE and the MSP shall have no right to claim any minimum/definite volume of business.

Further, the retention amount of 5% from the monthly invoice will be withheld and will be released on completion of 12 months from the date of retention.

#### **6.2 Contract Period**

The period of the contract shall be initially for 3 (three) years from the effective date of contract and SLA and the warranty period for the Services will commence immediately from the date of acceptance of the implementation of the project for performing the Services by the Institute and the same will continue unless terminated by CISCE.

Further, the MSP shall also provide AMC for the Services project and will be subject to the yearly assessment / appraisal of the performance of the bidder / vendor for the previous year by CISCE.

If MSP's performance is not found satisfactory, CISCE may terminate the contract by giving 30 (thirty) days' notice. The decision of CISCE in this regard shall be final. CISCE reserves the right to its sole discretion to extend the contract for another 1 (one) year or such other period as per mutual understanding between the parties on the same terms and conditions subject to the condition that the contract for Services has been successfully implemented and that there are no defaults outstanding at such time.

## 6.3 Time - Essence of Contract

The performance of Services shall be time sensitive and their performance and execution under the contract / SLA shall be of the essence of the contract and shall be strictly observed by MSP. The performance of Services shall be carried out and proceeded with complete due diligence throughout the tenure of the contract. For delay or any breach of the terms of this RFP and/or the contract, MSP shall be liable to pay penalty and/or liquidated damages as decided by CISCE, including the encashment of the Bank Guarantee.

#### 7. Dispute Resolution

All disputes arising out of this RFP are subject to the jurisdiction of Courts in New Delhi.

In case of any dispute, difference, claim and demands arising under or pursuant to or in relation to this RFP, the authorized officials of CISCE and the eligible bidder shall address the same for mutual resolution, failing which the matter shall be referred for the arbitration to a sole Arbitrator mutually decided by the disputing parties. The Arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. The cost of the Arbitration proceedings shall be shared equally by both the parties. The award of the sole arbitrator shall be final and binding on both the parties. The venue of such arbitration proceedings shall be New Delhi.

## 8. Indemnity

The bidder/MSP shall indemnify, defend and hold and keep indemnified, CISCE from and against all actions, suits, decree proceedings, claims, damages, compensations, costs, expenses, liabilities and demands brought or made against CISCE in respect of any matter or thing done or omitted to be done by the bidder/MSP or its employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Services or the bidder's/MSP's

performance under this RFP and against any loss, compensations or damage to CISCE in consequence of any action or suit or proceedings being brought against the bidder/MSP or its employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution and performance of the Services under this RFP, including but not limited to non-compliance with the applicable laws, rules, regulations and directions, orders etc. of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights.

Neither CISCE nor the bidder/MSP shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party shall not exceed the contract value paid to the bidder for the Service that gives rise to such liability. Provided that no such limitation shall be available on any claims of fraud, gross negligence or negligence made by CISCE against a bidder/MSP.

## 9. Termination/Cancellation

Notwithstanding anything contained in this document, CISCE, reserves the right to cancel/terminate the proposal/proposal process under this RFP without assigning any reason whatsoever, at any time, prior to signing the contract and CISCE shall have no liability to any person for the same. CISCE makes no commitment, expressed or implied, that this process will result in a business transaction with anyone.

## 10. Grievance Redressal/Debriefing

An eligible bidder has the right to submit a grievance or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 3 (three) days of declaration of evaluation results. The grievance shall be addressed to the designated point of contact of CISCE.

Within 5 (five) working days of receipt of the complaint, CISCE shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.

CISCE shall convey the final decision to the complainant within 10 (ten) days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:

- a) Only a bidder who has participated in the concerned bidding process, i.e., eligible bidders who submitted proposals can make such representation.
- b) Only a directly affected bidder can make representations before CISCE in this regard.
- c) Following decisions of CISCE shall not be subject to review:
  - i) Determination of the need for procurement and accepting bids;
  - ii) Complaints against performance standards except under the premise that they are either vague or too specific to limit competition;

- iii) Selection of the mode of procurement or bidding system;
- iv) Choice of the selection procedure;
- v) Provisions limiting the participation of bidders in the bidding process, in terms of policies of CISCE and terms as set out herein;
- vi) Provisions regarding purchase preferences to specific categories of bidders as per the terms of this RFP and policies of CISCE;
- vii) The decision to enter negotiations with the MSP; and
- viii) Cancellation of the bidding process.

## 11. Key Dates [APP Note: To be updated by CISCE]

Below is a general timeline outlining the process steps with estimated dates for each step of the process. By participating in the RFP process, bidders agree that they will adhere to the following general timelines under this RFP.

Task	Completion Date
Availability of RFP on CISCE Website	3 <sup>rd</sup> September 2023
Last date for submission of queries / clarifications through email ( <a href="mailto:itinfo@cisce.org">itinfo@cisce.org</a> ).	16 <sup>th</sup> October 2023
CISCE to respond to queries/ clarifications	24 <sup>th</sup> October 2023
Submission of proposal in hard copy format from interested bidders by courier / speed post / by hand (Not through email).	31 <sup>st</sup> October 2023
Response Analysis / Shortlisting the finalist	13 <sup>th</sup> November 2023
Finalist Presentations	11 <sup>th</sup> December 2023
MSP Selection & Award of Contract	2 <sup>nd</sup> January 2024
MSP "Go Live"	1 <sup>st</sup> February 2024

## Thank You

CISCE looks forward to reviewing your response and would like to thank you in advance for your participation. The Managed IT Services provider selection project is very important to our continued success and represents a major focus of effort for CISCE. We appreciate and value your input, expertise, and feedback.

## Attachment A

## **RFP Response Form: Corporate Information**

Please provide the following information about your company/firm.

1.0 Prof	ile
1.1	Company Name
1.2	Company Address
1.3	Contact Information (Party responsible for responding to this RFP)
1.4	Company Webpage
1.5	Main Products / Services
1.6	Main Market / Customers
1.7	Number of years in the Market
1.8	When did you first start providing similar solutions?
1.9	Company location(s)
1.10	Number of Employees
1.11	Number of Employees in Account Management
1.12	Number of Employees in Technical Support
1.13	Notable Acquisitions
1.14	Key Business Partnerships

2.0 Financial Information	
2.1	Previous year gross revenue as per audited profit & loss account
2.2	Previous year net profit as per audited profit & loss account

## Attachment B

## **RFP Response Form: Questions**

Please provide responses to the questions below to the best of your ability.

1.0 Ge	1.0 General	
	Q. What are the general types of organizations your clients represent?	
1.1	A.	
1.2	Q. Why do you believe that you are a good fit with our organization?  A.	
1.3	Q. Describe your onboarding/implementation process and approach if you were selected?  A.	
	A.	
1.4	Q. Do you conduct QBRs and what is the nature of those meetings?  A.	
1.5	Q. How do you typically work with IT Management at clients who have staff members?	
1.5	A.	
1.6	Q. What do you feel your overall strengths and differentiators are?	
	A.  O. Do you same clients with 24 V.7 requirements?	
1.7	Q. Do you serve clients with 24 X 7 requirements?  A.	
1.8	Q. What services do you offer besides the core services of a Managed Service Provider?  A.	
1.9	Q. What type of training do you offer either during onboarding or ongoing?	
213	A.	
1.10	Q. What do you feel are your biggest hurdles to a successful relationship?  A.	
1.11	Q. What training resources are available for team members?	
1.11	A.	
1.12	Q. What type of general expertise can you provide in key technology areas?  A.	
1.13	Q. What differentiates your organization from your competitors in the marketplace?  A.	

2.0 Pro	cesses
2.1	Q. Do you use in-house or contracted resources for services?
	A.
2.2	Q. Describe your process for migrating CISCE to your organization?
	A.
	Q. What CISCE resources would you require (i.e., information, data, staff resources,
2.3	communication) during initial migration and on an ongoing basis?
	A.
2.4	Q. Outline the methods by which clients can access you (i.e. online, by phone, etc.).
	A.
2.5	Q. Describe the escalation and account management process.
	A.
	O Miles of the control of Alberta 12
2.6	Q. Where is/are your support center(s) located?
	A.
	Q. How involved is your team with creating project plans/testing during technical projects?
2.7	Q. now involved is your team with creating project plans, testing during technical projects:
	A.
2.8	Q. Do you follow ITIL or other processes aligned with industry standard practices?
	A.
2.9	Q. Do you participate in drills or tests i.e. DR, IRP, etc.?
	A.
2.10	O Have do you notify your of maintanance windows or austern automa?
2.10	Q. How do you notify users of maintenance windows or system outages?
	A.
2.11	Q. What types of diagrams would you typically create/maintain?
2.11	A.
2.12	Q. Do you offer knowledge bases for common issues and how are they utilized?
	A.
2.13	Q. What is your willingness or ability to support the security systems, phone systems,
2.13	audio/visual systems?
	A.
	O Have after the control of DD to the 2
2.14	Q. How often do you conduct DR testing?
	A.

3.0 Technology	
3.1	Q. What types of monitoring agents would you use for end user devices?
	A.
3.2	Q. What is the back-end help desk system you use?
	A.
3.3	Q. Do you offer managed firewalls or other managed technology?
	A.
3.4	Q. Do you offer a SIEM or other security-based technology?
	A.
3.5	Q. Do you have tools to provide system uptime metrics?
	A.
3.6	Q. What tools do you use for network monitoring?
	A.
3.7	Q. What tools do you use for system monitoring or general health level of end user devices?
	A.

4.0 Support	
4.1	Q. Describe fully your technical support options including the assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and physical location of the help desk.  A.
4.2	Q. Please provide details on your standard reporting capabilities.
	A.
4.3	Q. Describe any documentation and support (e.g., user manuals, online help, interac demos, web-based seminars, and online knowledge base) that will be available, both from technical perspective and the end user perspective.
	A.
4.4	Q. What options are available for user training and technical training that may be required staff?
	A.
4.5	Q. Describe any user groups, websites, newsletters, conferences, or any other means you support for sharing information and soliciting service feedback.
	A.
4.6	Q. How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might we benefit from this process?
	A.

Q. CISCE user base varies considerably in its level of technical sophistication. Please describe your experience in successfully supporting users that may be remote and possess limited technical skills.

A.

## 5.0 Pricing & Contracts

- Please attach cost estimates and worksheets to support these estimates if applicable. Itemize non-recurring and recurring costs. Recurring costs should be quoted as per user per month costs. Other pricing models may be provided as an option.
- 5.2 Please attach a draft SLA with other relevant and necessary documents.

## 6.0 References

Please provide at least three references for customers with similar operations to the proposed solution. Include contact names, phone numbers, email addresses and industry.

Please provide any other information you feel should be considered in our evaluation.

#### ATTACHMENT - C

## Letter comprising the proposal

(Refer Section 4.2 and 4.7 of this RFP)

Dated:

To

The Chief Executive & Secretary Council for the Indian School Certificate Examinations] Plot 35 & 36, Sector 6, Pushp Vihar Saket, New Delhi 110017.

Sub: Bid for the Managed IT and ADM Services

Dear Sir,

- 1. With reference to your RFP document dated [●], I/we, having examined the bidding documents and understood their contents, hereby submit my/our bid for the aforementioned subject matter. The bid is unconditional and unqualified.
- 2. I/We acknowledge that CISCE will be relying on the information provided in the proposal and the documents accompanying the proposal for selection of the MSP for rendering the Services, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the bid are true copies of their respective originals.
- 3. This statement is made for the express purpose of our selection as MSP for the development, operation and maintenance of the Services envisaged in this RFP.
- 4. I/ We shall make available to CISCE any additional information it may find necessary or require to supplement or authenticate the proposal.
- 5. I/We acknowledge the right of CISCE to reject our proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
  - I/ We certify that in the last three years, we/ any of our associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 6. I/ We declare that: (a) I/ We have examined and have no reservations to the RFP, including any addendum issued by CISCE; and (b) I/ We do not have any conflict of interest in accordance with the RFP; and (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect any request for proposals issued by or any agreement entered into with CISCE or any other public sector enterprise or any government, Central or State; and (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

- practice; and (e) the undertakings given by us along with the proposal in response to the RFP for the Services were true and correct as on the date of making the proposal and are also true and correct as on the proposal due date and I/we shall continue to abide by them.
- 7. I/ We understand that CISCE may cancel the bidding process at any time and that CISCE is neither bound to accept any proposal that it may receive nor to invite the bidders to make proposal for the Services, without incurring any liability to the bidders.
- 8. I/ We believe that we satisfy the criteria and meet the requirements as specified in the RFP.
- 9. I/ We declare that we and any of our associates are not a member of a/ any other person submitting a proposal under this RFP.
- 10. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our associates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11. I/ We further certify that in regard to matters relating to security and integrity of the country, or any of our associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our associates or against our CEO or any of our directors/ managers/employees.
- 13. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in accordance with the terms referred to in this RFP, and we shall intimate CISCE of the same immediately.

#### ATTACHMENT - D

## Undertaking in terms of Paragraph 1.6 of the RFP

In terms of Paragraph 1.6 of the Request for Proposal dated [●] ("RFP"), I, [●] (the "Eligible Bidder"), on behalf of the Eligible Bidder, and its past and present shareholders, representatives, subsidiaries, affiliates, divisions, officers, directors, employees, insurers, successors, predecessors, administrators, attorneys, assigns, associates, and all others (hereinafter collectively referred to as "We" or "Us"), hereby undertake that:

- (a) We agree to provide the services requested in the RFP in compliance with all the terms of the RFP, and We shall abide with all the terms of the bid documents including the confidentiality and disclosure obligations pursuant to Paragraph 1.4 of the RFP;
- (b) if the bid is unsuccessful, We agree to delete and destroy any and all codes, documentation and information shared with Us by the Council for the Indian School Certificate Examinations ("Council") for providing the Services (defined in the RFP) or as part of negotiations on the contract; and
- (c) We will not at any time henceforth, make any statements that are derogatory or disparaging towards the Council and its past and present representatives, affiliates, divisions, officers, employees, insurers, successors, predecessors, administrators, attorneys, assigns and all others claiming by or through them, either verbally or in writing, in any form through any medium, including but not limited to, Internet postings, blogs or email communications.

Agreed and acce	pted,
-----------------	-------

[•]

Date: [●]
Place: [●]