Sub: - Tender for Servers for Physical Education; Sports & Games Portal of CBSE on rental basis.

I am pleased to inform you that the Board intends to take on rent 03 dedicated servers and a Load Balancer for its “Phy. Edu; Sports & Games” portal.

The configuration of the desired server we intend to rent is as follows:

<table>
<thead>
<tr>
<th>Server Hardware Configuration</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>HP DL 120 G7 Series Servers Quad Core Intel Xeon E3-1220</td>
<td>01. Uptime should be 99.9%</td>
</tr>
<tr>
<td>Sandy Bridge 3.1 GHz, 8 MB L3, DMI-2.5 GT/s 4 Cores</td>
<td>02. Minimum Required Bandwidth 4-8MBPS</td>
</tr>
<tr>
<td>4 Threads 8 GB DDR3 ECC RAM, 2*1 TB SATA on RAID 10</td>
<td></td>
</tr>
<tr>
<td>7200 RPM HDD 1XPCI EXPRESS X8 Slot 2X Gigabit Ethernet Controllers</td>
<td>04. Rated Powers Supply</td>
</tr>
<tr>
<td>05. Apache servers for PHP and mysql to be installed</td>
<td></td>
</tr>
<tr>
<td>06. Required OS : Centos/Ubuntu</td>
<td></td>
</tr>
<tr>
<td>07. SMTP/POP and dedicated IPS to be provided</td>
<td></td>
</tr>
</tbody>
</table>

Interested agencies having at least 03 years of experience from Delhi & NCR specialized in providing dedicated servers and load balancers may apply.

The total cost of the project for a period of 03 years is approximately Rs 15.0 lac.

Experience documents & EMD of Rs. 45000.00 in the form of DD / Cheque in favour of Secretary, CBSE payable at Delhi must be submitted along with the tender. The envelope super-escibed as “Tender for Servers for Physical Education; Sports & Games Portal of CBSE on rental basis” complete with all tender documents may be dropped in the Tender-Box placed at Reception Counter, CBSE, Preet Vihar, Delhi -110 092.

The last date for submission of the tender is 05.06.2014 up to 2.30 pm.

Incomplete and conditional tenders/bids shall be summarily rejected. The CBSE reserves the right to reject any or all the tenders without assigning any reason thereof.

Yours faithfully

S P Rana
Joint Secretary
Administration & Legal
Tender for “SERVERS FOR PHYSICAL EDUCATION; SPORTS & GAMES PORTAL OF CBSE ON RENTAL BASIS

Tender Form No. CBSE/Sports/____/ Last date of submission: 05.06.2014 /Up to: 02:30 p.m.

Note: Tenderer must read the Instructions before filling the particulars in this part.

1. Credentials of the Tenderer
   1.1 Name of the Agency ………………………………………………………………………………………………………………………….
   1.2 Office Address & Tel numbers …………………………………………………………………………………………………………..
   1.3 Name(s) of the Proprietor/ Partners …………………………………………………………………………………………………
   1.4 PAN No. ……………………………………………… (With documentary evidence)
   1.5 Annual turnover during last three years (2010-11, 2011-12, 2012-13)………………………………………………

2. Past Experience (preferable last three years) with all necessary documentary evidence, such as copy of work order etc.

<table>
<thead>
<tr>
<th>Year</th>
<th>Name of the Organisation</th>
<th>Cost of the work Executed</th>
<th>Officers Concerned in the Organization with Tel.No.</th>
<th>Period from</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011-12</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2012-13</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2013-14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.2 Has the firm been ever debarred/Black Listed by any organization? …………………………………
   If ‘Yes’ the details thereof. ……………………………………..

2.3 The organizational set-up including Technical infrastructure/staff strength …………………………………

2.4 Similar work at hand in Delhi/NCR………………………………

2.5 Particulars of Demand Draft paid as Earnest: Amount : ...............DD NO. : ..............................
   Issuing Bank with date of issue: ...........................................................

(Signature of the tenderer)
With complete address and seal
Tel. No. : ................................
Mobile No.: ..........................
Date : ..................................
Tender for “SERVERS FOR PHYSICAL EDUCATION; SPORTS & GAMES PORTAL OF CBSE ON RENTAL BASIS

Terms & Conditions

01. The agreement is maximum for a period of 03 years on year to year basis based on the satisfactory performance.

02. The CBSE can terminate the agreement with 01 month’s notice without giving any reason.

03. Setup should be extensible.

04. Data management in case of disaster.

05. The agency should provide maintenance in case of any hardware/network component failure.

06. Network should be able to prevent any kind of DOS attacks.

07. The agency should provide anti-viruses to prevent the system from computer Trojan/viruses.

08. The agency should provide third party softwares such as VNC for remote desktop/sftp for file transfer/PHP&mysql for the application/remote database connectivity etc.

09. In case of a fault it should be corrected within 24 hrs.

10. The agency should use all the licensed softwares in the servers.

11. The agency should ensure privacy of data and that no eves-dropping occurs on the network.

12. All the materials will be copyrighted, so the vendor should not disclose or redistribute the same to anybody for any further usage.

13. Both the parties should indemnify each other from any unlawful activities.

14. Services provided by the agency should not violate any laws, regulations or treaties.

15. The agency should not come & claim any other extra charge arising due to replacement or damage of a hardware/network component.

16. As & when required by the Board, the agency shall provide information/data available on server.

Notification of Award

The liability of the selected Bidder to perform the services will commence from the date of notification of Award of Work. The Completion Period shall be counted from the date of ‘Notification of Award of Work.

Signing of Contract

Within 10 (Ten) days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the CBSE. Any incidental expenses on execution of agreement shall be borne by the successful Bidder. The successful Bidder shall also have to submit a Performance Security in the form a Bank Guarantee worth ten percent of the total annual cost.

Termination for default

Chairman, CBSE, may without prejudice to any other remedy for breach up of terms and conditions (including forfeiture of Performance Security) by written notice of default sent to the Bidder, terminate the work / task in whole or in part, after sending a notice to the Bidder in this regard:

* If the successful Bidder fails to deliver or complete the job assigned in the terms and conditions within the time period (s) specified in the RFP Document.

* If the successful Bidder fails to perform any other obligation under the terms and conditions.

Progress of the project

* Progress of the Project may be intimated in writing to the Joint Director Sports, CBSE, at least on monthly basis. The Board shall review the progress on quarterly basis and further extension of contract shall be subject to satisfactory performance.

Confidentiality

Any information pertaining to the CBSE or any other agency involved in the project, matters concerning CBSE that comes to the knowledge of the successful Bidder in connection with this contract, will be deemed to be confidential and the contractor will be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned
personnel failing to observe the same. The successful Bidder shall ensure due secrecy of information and data not intended for public distribution.

**Force majeure**

This clause shall mean and be limited to the following in the execution of the contract

* War / hostilities
* Riot or civil commotion
* Earth quake, Flood, Tempest, Lightning or other natural physical disaster
* Restrictions imposed by the Government or other statutory bodies, which is beyond the control, which prevent or delay the execution of the order.

The Agency shall inform the Joint Director Sports, CBSE in writing the beginning and the end of the above clauses of delay, within 7 days of occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, Chairman, CBSE, reserves the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason, subject to the provision of clause mentioned.

**Arbitration**

All disputes, differences, claims and demands arising under the contract shall be referred to the Chairman, CBSE, New Delhi for final decision and the same shall be binding on all parties. Any other terms and conditions mutually agreed prior to finalization of the order/agreement shall be binding on the selected/agency. Chairman, CBSE and the selected agency shall make every effort to resolve amicably through direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matter the decision of which is specially provided for by the general conditions, such disputes shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering into the reference and the award of the arbitration or umpire, as the case may be shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or reenactment thereof the arbitration proceeding shall be held in Delhi.

**Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of Delhi courts only.

The data center should be a Tier III data center

In case the following Tier III requirements are not met, the contract can be terminated by Chairman CBSE with immediate effect. The performance security will also be forfeited in case Tier III requirements are not met.
<table>
<thead>
<tr>
<th>Tier Level</th>
<th>Requirements</th>
</tr>
</thead>
</table>
| 1          | - Single non-redundant distribution path serving the IT equipment  
             - Non-redundant capacity components  
             - Basic site infrastructure with expected availability of 99.671% |
| 2          | - Meets or exceeds all Tier 1 requirements  
             - Redundant site infrastructure capacity components with expected availability of 99.741% (at least 2 different internet leased lines from different ISPs) |
| 3          | - Meets or exceeds all Tier 2 requirements  
             - Multiple independent distribution paths serving the IT equipment  
             - All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture  
             - Concurrently maintainable site infrastructure with expected availability of 99.982% |

CBSE Signatory
Annexure II

Financial bid for “Servers for Physical Education; Sports & Games Portal of CBSE on rental basis”

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description/Particulars</th>
<th>Rates/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1st Year</td>
</tr>
<tr>
<td>01</td>
<td>Servers (03) as per specifications</td>
<td></td>
</tr>
</tbody>
</table>

Note:

1) The financial bid should be kept in a separate envelop and sealed also.

2) Rates/Prices must be in Indian currency and inclusive of all taxes. In other words, rates & taxes should be quoted in the bid. In case of any increase or decrease in taxes, cost/price also will get increased/decreased correspondingly.

3) For comparison of the bids, the average of three years bid price will be considered.

4) Contract will be initially for 01 year and further extendable up to a maximum of two additional years depending on the performance.

Date: __________________ Signature: __________________
CENTRAL BOARD OF SECONDARY EDUCATION

Financial Bid Tender for “SERVERS FOR PHYSICAL EDUCATION; SPORTS & GAMES PORTAL OF ON RENTAL BASIS

NOTE:

(1) TO BE SEALED SEPARATELY

(II) Rates must be quoted inclusive of all taxes

(III)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description/Particulars</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>