

## मुंबई विद्यापीठ



ई-निविदा सूचना क्र. ११९३ दिनांक २७/०२/२०१७

मुंबई विद्यापीठाकडून सन २०१७-२०१८ च्या परिक्षेच्या उत्तरपत्रिका On Screen Marking (OSM) प्रक्रियेद्वारे तपासण्याकरीता सक्षम, नोंदणीकृत ठेकेदारांकडून ऑनलाईन ई-निविदा मागविण्यात येत आहेत.

निविदा शुल्क	इसारा रक्कम	विधिग्राह्यता कालावधी (Validity)	निविदापूर्व बैठक (Prebid Meeting)	टेक्निकल बीड उघडण्याचा दिनांक व वेळ
रु. १०,०००/- (रुपये दहा हजार फक्त)	रु. १०,००,०००/- (रु. दहा लाख मात्र)	१२० दिवस	दि. ०६/०३/२०१७ दु. १५.००	दि. १७/०३/२०१७ दु. ११.०० ते १५.३०
<b>स्थळ :</b> परीक्षा नियंत्रकांचे कार्यालय, तिसरा मजला, म. जो. फुले भवन, विद्यानगरी, सांताक्रुझ (पूर्व), मुंबई - ४०० ०९८. दूरध्वनी क्र.: ०२२-२६५३२०५२/२६५३२०५३				

### निविदाकारांसाठी वेळापत्रक :

१. निविदा डाउनलोड करण्याचा कालावधी : २८/०२/२०१७, ११.०० वा. ते १०/०३/२०१७, १३.०० वा. पर्यंत.
२. Online Bid Preparation & Submission Period : २८/०२/२०१७, ११.०० वा. ते १४/०३/२०१७, १७.३० वा. पर्यंत.
३. Online Bid Decryption & Re-encryption Period : १५/०३/२०१७, १५.०१ वा. ते १६/०३/२०१७, १७.०० वा. पर्यंत.

### टीप :

१. सर्व निविदाकारांनी त्यांचे User ID व पासवर्ड मिळविण्यासाठी <https://maharashtra.etenders.in> ह्या संकेताकांवर नोंदणी करावी. तसेच निविदा तयार करणे व इतर सांकेतिक बाबींसाठी (Online Bid Preparation & Submission) <https://dhe.maharashtra.etenders.in> या संकेताकांवर नोंदणी करावी.
२. सर्व निविदाकारांनी ई-निविदा प्रक्रियेसाठी क्लास II किंवा क्लास III चे डिजिटल प्रमाणपत्र प्राप्त करणे आवश्यक आहे. सदर प्रमाणपत्र <https://maharashtra.etenders.in> या संकेताकांवर उपलब्ध आहे.
३. ई-निविदा प्रणालीतील अडचणींसाठी ०२०-३०१८७५०० ह्या हेल्पलाईनवर किंवा [support.gom@nextenders.com](mailto:support.gom@nextenders.com) ह्या e-mail ID वर संपर्क साधावा.
४. कुठलेही कारण न देता मुंबई विद्यापीठ निविदा पूर्णतः किंवा अंशतः रद्द करण्याचे अधिकार स्वतःकडे राखून ठेवत आहे.

मुंबई - ४०० ०३२.

सही/-  
डॉ. एम्. ए. खान  
कुलसचिव

## UNIVERSITY OF MUMBAI



**e-Tender Notice No. : 1193 dated 27/02/2017**

University of Mumbai invited e-Tender for implementing the process of On Screen Marking of Answer Books (OSM) for the year 2017-2018.

Tender Form Fees Rs.	EMD in Rs.	Validity of e-Tender	Prebid Meeting	Technical Bid Opening date & time
Rs.10,000/- (Rs. Ten Thousand only)	Rs. 10,00,000/- (Rs. Ten Lakhs Only)	120 days	Date: 06/03/2017 at 15.00 Hrs.	Date: 17/03/2017 11.00 Hrs. to 15.30 Hrs.
<b>Venue :</b> The Controller of Examinations Office, 3rd Floor, M. J. Phule Bhavan, (Examination House), Vidyanagari, Santacruz (E.), Mumbai – 400 098. <b>Tel. No. : 022-26532052, 26532053</b>				

### Schedule for Tenderers :

Tender Download Period : 28/02/2017, 11.00 Hrs. To 10/03/2017, 13.00 Hrs.

Online Bid Preparation & Submission Period : 28/02/2017, 11.00 Hrs. To 14/03/2017, 17.30 Hrs.

Online Bid Decryption & Re-encryption Period : 15/03/2017, 15.01 Hrs. To 16/03/2017, 17.00 Hrs.

### Note :

- All the Eligible Tenderers needs to be registered on <https://maharashtra.etenders.in> to get user id and password and to download the documents for online Bid Preparation and Online bid Decryption and Re-encryption on <https://dhe.maharashtra.etenders.in>
- All the tenderers are necessary to purchase Digital Certificate of Class II or Class III to do e-Tendering. Digital Certificate forms are available on <https://maharashtra.etenders.in>
- For e-Tendering Helpline : Call On 020-30187500 or email Id : [support.gom@nextenders.com](mailto:support.gom@nextenders.com)
- Mumbai University reserves every rights to cancel the tender in whole or in part.

Mumbai – 400 032.

Sd/-  
**Dr. M. A. Khan**  
Registrar

**REQUEST FOR PROPOSAL**  
**FOR**  
**SERVICES ASSIGNMENT BY THE BIDDERS FOR ON SCREEN**  
**MARKING OF ANSWER BOOKS (OSM)**



**UNIVERSITY OF MUMBAI,**  
**MUMBAI,**  
**MAHARASHTRA, INDIA**

**Bid Ref No. .... Dated: .....**

**LATEST DATE OF RECEIPT OF BID DOCUMENTS**

**14/03/2017 up to 17:30 hrs**

**Tender Fees : Rs. 10,000 (Ten Thousand Only)**

**EMD Fees Rs. 10,00,000 (Ten Lakh Only)**

## **TENDER NOTIFICATION**

The University of Mumbai invites bids from interested and qualified firms for providing **On Screen Marking of Answer Books** to manage their examination related activities in a scientific and secured manner in order to bring in transparency, ease of operations and value to all stake holders. The Proposal titled can be downloaded from Website: <http://www.mu.ac> in or Government of Maharashtra <https://dhe.maharashtra.etenders.in> w.e.f. 28/02/2017 to till 10/03/2017 up to 13:00 hrs

Qualified firms may submit their bids as per the specifications provided in the document, along with the Earnest Money Deposit (EMD) of Rupees Ten Lakhs shall be denominated in Indian Rupees and shall be paid in the e- procurement portal using the following payment modes: - Credit Card or Direct Debit or Net Banking or National Electronic Funds Transfer (NEFT) or RTGS

The last date to submit the bids is on 14/03/2017 up to 17:30 hrs.

### **Note:**

1. All the Eligible Tenders needs to be registered on <https://maharashtra.etenders.in> to get user id and password and all the bidders should be completed three stages Download Documents , online Bid Preparation and Online bid Decryption and Re-encryption on <https://dhe.maharashtra.etenders.in> otherwise bidders will not get qualified for Technical and Commercial Bid opening.
2. A complete set of Tender Document may be purchased @ cost of Rs.10000/-which is not refundable by the authorized representative online on <https://dhe.maharashtra.etenders.in> by using Debit Card/Credit Card/Net Banking. The tender document will be available from date 28/02/2017,11.00 Hrs.to 10-03-2017,13.00 Hrs.at the above address
3. All Tenders must be accompanied by an Earnest Money Deposit (EMD) for an amount of Rs.10,00,000/-should be paid online only by using Debit Card/Credit Card/Net Banking /RTGS/ NEFT. In case of any exemption , Exemption Certificate should be uploaded online in the Technical Envelope-I .Tender accompanied by Cheques/Cash/DD/Pay Order or without EMD will not be considered and will be rejected out rightly
4. All the tenders are necessary to purchase Digital Certificate of Class II or Class III to do e-Tendering.
5. Fore-Tendering Helpline :Cal l On 020-30187500 or email Id : support.gom@nextenders.com
6. Mumbai University reserves every rights to cancel the tender in whole or in part.

**Registrar**

**University of Mumbai, Mumbai**

## **DISCLAIMER**

The information contained in this Request for Proposal ("RFP") document or subsequently provided as corrigendum or response to the queries of the interested bidders by the University is provided to the interested bidders on the terms and conditions set out in this RFP document.

This RFP document is not an agreement and is not an offer or invitation by the University to any other Party. The purpose of the document is to provide interested bidders with information to assist in formulation of their Proposal. The RFP does not purport to contain all the information any Bidder may require. The interested Bidders should check the accuracy, reliability and completeness of the information in this RFP and respond suitably for the proposal.

The University may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in the RFP document at any point of time before the submission of the proposal by the bidders.

## TENDER NOTIFICATION

Seq. No.	DHE Stage Release of tender	Vendor Stage	Start Date & Time	Expiry Date & Time	Envelopes
1	Release of tender		23/02/2017 11.00 Hrs.	27/02/2017 17.30 Hrs.	Envelope-2 Envelope-1,
2	-	Downloaded of bidding document	28/02/2017 11.00 Hrs.	10/03/2017 13.00 Hrs.	
		Prebid Meeting Date and Time	06/03/2017 : Venue : Contr M. J. Phule B Mumbai - 400 Tel. : (022) 26		s Office, 3rd Floor, Santacruz (E.),
3	-	Online bid preparation and hash submission	28/02/2017 11.00 Hrs.	14/03/2017 17.30 Hrs.	Envelope-2 Envelope-1,
4	Close for Technical Bid		14/03/2017 17.31 Hrs.	15/03/2017 15.00 Hrs.	Envelope-1,
5	Close for Financial Bid		14/03/2017 17.31 Hrs.	15/03/2017 15.00 Hrs.	Envelope-2
6		Online bid data decryption and re-encryption	15/03/2017 15.01 Hrs.	16/03/2017 17.00 Hrs.	Envelope-2 Envelope-1,
7	Opening technical bids		17/03/2017 11.00 Hrs.	17/03/2017 15.30 Hrs.	Envelope-1,
8	Opening financial bids		20/03/2017 11.00 Hrs.	20/03/2017 15.30 Hrs.	Envelope-2

## ABBREVIATIONS

University	University of Mumbai, Mumbai, Maharashtra, India
RFP	Request for Proposal
EMD	Earnest Money Deposit
OSM	On Screen Marking of Answer Books that includes deployment of: i) On Screen Marking application software, necessary hardware, networking and system utility tools ii) Project management / operations, maintenance and support services iii) Manpower and support systems to deliver the mandated services as per scope of work
AB / AS	Answer Book / Answer Script
RP	Result Processing
DCA	Digital Certificate Authentication
NC / DRC	Nodal Centre / Disaster Recovery Centre
SOA	Service Oriented Architecture

## 1. INTRODUCTION

### 1.1 About The University

The profile of this University carved out in 156 years of its functioning attests to its manifold achievements as the intellectual and moral powerhouse of the society. The University has always given its best to the country in general and to the city of Mumbai in particular by enthusiastically shouldering an ever-growing load of social values and opportunities.

Initially, the University concentrated its efforts on controlling teaching at the undergraduate level and in conducting examinations. Later on it took up research and the task of imparting instructions at the Post-Graduate level. This resulted in the establishment of the University Departments beginning with the School of Sociology and Civics & Politics. The independence of the country led to the re-organization of the functions and powers of the University with the passing of the Bombay University Act of 1953.

It has two campuses of areas 243 acres and 14 acres at Vidyanagari and Fort respectively; sub-campuses/centers at Ratnagiri 20 acres, Thane 6.50 acres and Kalyan 6.26 acres with 60 University Departments & Institutes and 749 affiliated colleges. It has established its name in industrial & International collaborations and runs various professional courses.

The University of Mumbai (UoM) offers Bachelors, Masters and Doctoral courses, as well as diplomas and certificates in many disciplines.

The University has partly developed an ICT enabled examination management system to bring efficiency, punctuality and reliability in its various processes such as question paper generation, question paper delivery etc and has implemented scanning of answer books, on screen marking of answer books, result processing and certificate/mark sheet generation over the last few years. The University now is looking for continuing the implementation of Onscreen Marking System to meet the future challenges.

The University of Mumbai, one of the significant universities in India, has decided to automate certain key functions of examination process by **On Screen Marking of Answer Books** for all its courses of study as part of their automation reforms initiatives using latest technology in order to bring in efficiency, transparency and ease of work.



## 1.2 On Screen Marking of Answer Books (OSM) – Benefits to Stakeholders

The proposed OSM is expected to bring in the following benefits to all stakeholders of the University.

Stakeholder	Benefits
Students	On time processing and delivery of exam results
Colleges	Online and on time publication of student results
Faculties	Instant access to student data, online evaluation of AS option for comments and feedback while evaluating the AS and payment system for online evaluation
Exam section / office of the RE	Work Flow mechanism with AS evaluation, final result processing, option for online moderation & scientific analysis of exam results and MIS reports / dashboards for instant decision making
University	Online status update with all stakeholders, generation of various MIS reports for decision making and value creation for all stakeholders viz., students, faculties, colleges etc by way of bringing in transparency, ease of operations and reduced stress on the evaluation process

### Request for Proposal

Tenders are invited from eligible, reputed, qualified Firms with sound capabilities for implementation of Onscreen Marking System for the University, as detailed out in the Scope of Work of this RFP Document. This invitation to bid is open to all Bidders meeting the pre-qualification criteria as mentioned in this RFP Document.

### 1.3 Pre-Qualification Criteria

Prospective bidders meeting the following minimum pre-qualification criteria are ONLY eligible to respond to this RFP.

Sr. No.	Criteria	Supporting Documents	Checkbox Y/N
1	The bidder should be a company registered under the Indian Companies Act 1956 and should have been in existence for at least 3 years as on 31 <sup>st</sup> March 2016	Certified copy of Company Registration Certificate issued by the ROC	<input type="checkbox"/>
2	The bidder should have an average annual turnover of Rs.100 Crores in the Financial Years 13-14, 14-15 and 15-16 from software services. Revenues from sale of computer Hardware, sale of Software Licenses and BPO / call centre revenues will not be considered for this purpose	Balance sheet/ Chartered Accountant's Certificate to this effect Copy of MOA as a proof that firm is in business of software Services	<input type="checkbox"/>
3	The bidder should have implemented similar OSM projects for minimum three Govt. universities/ school boards/ Public service commissions in India in the last three years put together	Certified copies of LOI / Agreements / Contract	<input type="checkbox"/>
4	The bidder should have delivered OSM services to at least 15 lac students for all clients put together in the last three years as above in clause 1.3(3) for Indian Govt. universities or school education boards or public service commissions	Certified copies of LOI / Agreements / contract	<input type="checkbox"/>
5	The bidder should have delivered OSM services to at least 10 lac answer scripts per year for all clients put together every year for the last three years for Indian Govt. universities or school education boards or public service commissions	Certified copies of LOI / Agreements / Contract	<input type="checkbox"/>
6	The bidder should be registered with statutory authorities as required	Certified copies of Service Tax Registration Certificate, VAT registration Certificate, PAN Card copy etc should be attached	<input type="checkbox"/>
7	The bidder should have a Net Worth of at least Rs. 20 Crores as on 31 <sup>st</sup> March 2016	Balance Sheet/ P&L Statement/ Chartered Accountant's Certificate	<input type="checkbox"/>
8	The bidder should possess valid ISO certifications for quality management and Information Security management such ISO 9001:2008 and ISO 27001:2013	Certified copies should be attached	<input type="checkbox"/>
9	The Bidder should not be under a deflation of ineligibility or Blacklisted in any government / Department	Self declaration	<input type="checkbox"/>
10	The bidder must own the complete source code of the proposed software.	Self Declaration	<input type="checkbox"/>

11	The bidder/ group of companies must provide Tier III primary data center and disaster recovery site for data security. Data center should be located in Indian in different seismic zone.	Data center Certificates	
12	Bids cannot be submitted as consortium		
13	Affidavit On Rs. 100 Stamp Paper as per given format		
14	Declaration on Letter Head as per given format		

## 2. OVERALL SCOPE OF WORK

### 2.1 General Scope for OSM Services

The proposed OSM solution for the University would involve implementation, operations and maintenance services to automate the Examination processes of the University for Secured Scanning of AS, Onscreen Marking of AS and Handing over of reports.

The Bidder shall be responsible to ensure that all the underlying hardware, software and services are installed and managed by them to ensure conformance to service levels as per the scope of work provided in the RFP. An indicative infrastructure resources, technology solution delivery and continued support to the project, according to the considered opinion of the University include the following. This list is not exhaustive and the University shall not be responsible for completeness of the resources listed herein and, therefore, the bidder is expected to have the required professional expertise and experience to ensure conformance to the requirements of the solution as per the RFP.

1. Implementation of a robust Application Software for handling the proposed Onscreen Marking System configurable to the University requirements with necessary system applications and utility tools
2. Handling of Complete Project Management of the proposed OSM solution
3. Setting up of required Computer Hardware such as servers, desktops, scanners etc along with required networking infrastructure at the scanning center
4. Providing Managed services support in a distributed environment covering the affiliated colleges, regional centres, evaluation centres etc to ensure optimal performance
5. The proposed solution should cater to the current and future demands of the University w.r.t. to the increase in the number of students, colleges and faculties etc
6. The proposed solution should have the ability to seamlessly integrate and function across various devices such as desktops, laptops, tablets and mobile devices (futuristic requirement) etc
7. The proposed OSM solution shall have suitable quality and data security control systems tightly integrated including data protection, intrusion detection and log report generation etc for enhanced security of the crucial data pertaining to evaluation process

## 2.2 IT infrastructure and services

- A. All required IT infrastructure will be installed and managed by the Bidder during the subsistence of the contract. Some of the indicative IT infrastructures are given below and it's the responsibility of the Bidder to deploy the IT infrastructure as deemed fit to ensure "the scope of services" as per the RFP is delivered:
1. Suitable and required number of Computer Servers, desktop computers, networking, storage and system utility tools should be installed in the University campus to act as Nodal centre (NC) connecting the University with all affiliated colleges for the Onscreen Marking System during the evaluation cycle.
  2. Required systems, scanning facility and system utility tools should be installed by the Bidder at each identified regional centres / scanning centres for AS scanning and to enable distributed evaluation by registered faculties
  3. Required Standard Operating Procedures (SoP) should be put in place by the Bidder to continually maintain the said project with 98.00% uptime
  4. Required software application module should ensure 100% compliance to the evaluation life cycle for the distributed services such as Scanning Operations, digital Evaluation, etc.
  5. Suitable technical Help desk should be installed by the Bidder to provide both voice based (English and local language) and system based support
- B. The University shall provide the following facilities and approvals to the Bidder without any cost consideration and on time to implement the said project flawlessly:
1. Sufficient space in the University to set up Nodal Centre, space in the colleges / exam centres of the University for scanning the AS and enabling distributed evaluation. The facilities provided will have suitable power, back-up power, internet bandwidth along with redundancy as per the spec given by the Bidder and additionally Air conditioners in the NC and scanning centres
  2. Bidders shall provide the necessary computer labs with required number of computers for conducting of evaluation of answer scripts. All such facilities shall have suitable power, back-up power and internet bandwidth along with redundancy as per the spec given by the Bidder to conduct evaluation online.
  3. Faculties, examiners, officials and support staff to manage the academic part of the OSM project such as AS scanning and evaluation etc
  4. Adequate number of evaluators and moderators of every subject for the purpose of evaluation will be nominated and paid for by UoM.
  5. Data of the faculties, colleges and other relevant data in electronic format and duly validated by the office of the CoE should be given to the Bidder to be uploaded into the system.
  6. Course details, Exam schedule, attendance details will be provided in electronic format duly validated by the office of the CoE. -

7. All activities broadly under the aegis of Academic Administration shall be undertaken by the University while the activities under the broader aegis of technology Administration of the OSM project will be undertaken by the Bidder.

### **2.3 Managed Application Services (MAS)**

The complete OSM project management and operation should be delivered as managed services as per the scope of work with full responsibility and accountability of the IT administration by the Bidder leaving the academic part of the project with the University. Under no circumstances the Bidder shall have access to the academic data of the proposed OSM project such as AS, mark details etc and the Bidder shall ensure the proposed system is built based on this specific requirement of the University. It should be clearly understood that the Bidder shall be only the technology platform provider for managing the examination services using the technology platform and shall have no administrative control on the conduct of the examination processes in whatsoever manner.

### **2.4 Duration**

The initial duration of the contract shall be for a period of 3 years can be extended for 3 years. On completion of the six year term, the contract may be further renewed after mutual discussions and consideration of any special terms that may be added, amended or existing terms that may be deleted.

### **2.5 The proposed locations of the project:**

The proposed OSM solution for the University will be undertaken in the following locations:

1. The University Head Quarters which shall act as the Nodal Centre or Nerve Centre of the whole Onscreen Marking System.
2. The Evaluation locations - The Evaluation of digitized answer booklets shall be “completely on computer screen” viz., Distributed mode. Under distributed evaluation the evaluators can use systems to carry out the evaluation by connecting to the bidder's server/ Data center hosting the OSM solution and the digitized AS. However if required the University may identify few evaluation centres amongst their affiliated colleges to act as evaluation centres. The systems required in such evaluation centres shall be provided by the respective colleges / evaluation centres along with required internet bandwidth and UPS etc as per the spec given by the Bidder. The mode of evaluation shall be decided in consultation with the Bidder in the best interest of the University

### **2.6 Financing model of the project**

1. The entire project along with required IT infrastructure, application software and related system utility tools shall be installed by the Bidder at his own cost as deemed and appropriate to deliver the “scope of services” as mandated by the University.
2. The University shall NOT pay for any of the above IT infrastructural facilities that will be installed by the Bidder but will pay the Bidder based on the number AS evaluated using the proposed OSM system during the subsistence of the contract. It should be

expressly understood that the payment of consideration shall not be made for the Capital goods installed by the Bidder but for the services delivered by the Bidder as per the scope of services in the RFP.

3. The payments shall be made for every exam cycle based on the above deliverables by the Bidder and as per the commercial terms agreed by both the parties.

## **2.7 Governing Law and Jurisdiction**

The bids submitted shall be subject to the governing laws of India and the legal jurisdiction shall be Government of Maharashtra, India for any disputes

## **2.8 Implementation**

The project shall be implemented within the stipulated time which shall be communicated to the successful bidder while awarding the Letter of Intent. The lead time that will be given to the successful bidder shall be not more than 30 days to set up the project and “go live” for the evaluation cycle under consideration. Normally exams are conducted twice during the year and the Bidder shall ensure timely deployment of the project as in clause 2.2(A) above and roll out the services for the exam cycle under consideration once the award is given. The University shall provide the support as detailed under clause 2.2(B) above

## **2.9 Training & Support**

The successful bidder shall provide training on the usage of the software to all stake holders viz., office of the CoE, faculties etc and should provide standard training manual as part of the training processes

The successful bidder shall also ensure setting up of technical help desk (both in English and local Language) before the project goes live and demonstrate the same to the office of the CoE

## **2.10 Point of Contact**

The Bidder shall provide a single point of contact as below who will be responsible for implementation and maintenance of the project. In case of any change in the contact person at a later point of time, the Bidder should communicate the same to the University.

Name:  
Designation:  
Phone no;  
Email id:

## **2.11 Other Important guidelines for OSM Tender:**

- a) The system must employ a framework that ensures the most efficient processing time.

- b) The system must provide for real time, live reporting of scoring progress and accurate time projections for reporting of results.
- c)
- d) Data resulting from system should be compatible reliable data management system
- e) The system must allow real time monitoring and evaluation of test scores and questions by administrators.

### **3. FUNCTIONAL REQUIREMENT SPECIFICATIONS**

The Successful bidder should develop the SOP document for the scope of services before implementing the project and get the same signed off by the University in order to agree on the deliverables mutually.

- A. The objectives of Onscreen Marking Systems is to provide transparent, secured, cutting, scanning, staking of digitalized answers scripts, publishing, fragmentation of question paper, digitally allotting marks by evaluators and retrieval of soft copies as per the request. The details of the above are mentioned below.
- B. The approximate quantity of secured scanning of answer booklets / scripts and Onscreen Making (Digital Evaluation) of Answer scripts scanned shall be 20,00,000 (Twenty Lakhs) per exam cycle and number scripts may vary to the extent of 25% either way of the quantity mentioned.

#### **a) Digital Scanning :**

- 1. Answer booklets in sealed bags /packets will be handed over to the bidder by the designated UoM official for proper accounting and processing leading to OSM.
- 2. Scanning of hand written answer scripts.
- 3. Scanned answer scripts must be stored in the bidder's data center. Scanning process should have the ability to read Barcode/OMR of the answer booklet. This data shall be mapped to the database at UoM server.
- 4. Question paper and scheme of evaluation should be scanned, fragmented and made available during Digital Valuation.

#### **b) On Screen Marking**

- 1. A master database should be created to manage college, course / semester / subject wise information and evaluator's information.
- 2. Allocating specific subject to specific examiners, expert in the respective subject.
- 3. To securely transmit, download scanned answer scripts from Bidder's data center to evaluation centers
- 4. The Onscreen Marking should be made user friendly with Answer Script, Question paper, Scheme, and marks entry to be provided on screen in single window.
- 5. Provision of Multiple Digital Valuation shall be provided for the same script by different evaluators.
- 6. The decoding of the specified answer scripts shall be made available for results / moderation / re-evaluation as desired by UoM.
- 7. Randomization of scripts: The answer script shall not be evaluated and or reevaluated twice by the same evaluator unless it is specified as per the regulations of UoM.
- 8. Provision to provide soft copy of the answer copies along-with marks entry to the students under RTI / Court matter or any other purpose as desired by UoM.



9. Option for archival of digitally evaluated answer books for a period of Six months after declaration of result and to provide the same data / information stored in a memory device as per the requirement of UoM.
10. Providing suitable authentication using login id and password to the evaluators. Provision of the unique password at each login should be there.
11. Provision for report generation and transfer of Data as desired by UoM as per the format mutually agreed between the Bidder and UoM.
12. Suitable security measures should be put in place to ensure secured and reliable evaluation process.
13. System should be reliable and provide dynamic tools to monitor and control the OES process by:
  - i. Assuring anonymity of test-taker to achieve maximum credibility.
  - ii. Flexibility to examiners by enabling Digital Valuation of answer scripts from any evaluation center in a secure manner.
  - iii. Final marks calculated for every script shall be based on the regulations/rules of the University which will be informed from time to time.
  - iv. Responsibility for any discrepancy found in the marks awarded by the evaluator to the script and output data provided for further processing
14. Provision for Feed Back from the Stake Holders (Evaluators / moderators) should be given in the format given by UoM.
15. Provision for analysis of the feedback as per the format given by UoM
16. Maintain complete log of all activities of evaluators during the course of evaluation to enable complete audit ability of the evaluation process.
17. Enabling e- reassessment of hand written answer scripts on demand by UoM
  - i. System should support e-reassessment of Answer Scripts as per UoM norms, which may change from time to time
  - ii. E- reassessment should be provided as per the established norms of UoM.
  - iii. Provision for supply of photocopy / Data as desired by UoM
  - iv. Providing raw result data to the Pro-Vice Chancellor, Controller of Examination & any other University officials authorized by CoE

#### Features required in OSM software

1. User account management i.e. addition, modification and deletion of Evaluator and Moderator.
2. Answer script management i.e. mapping of answer scripts.
3. Security setting for setting of password.
4. Provision for marking of question by Evaluator as evaluated, optional, marked for review or not attempted.
5. Evaluated check box to ensure that Evaluator has visited each and every page of an answer script
6. Evaluator comment box for each question.
7. Provision for zooming of answer scripts for proper viewing.
8. Provision for skipping of an answer script by an Evaluator if the same is in different medium / subject or not properly scanned.

9. Provision to save an answer script as draft to evaluate at a later stage on the same day.
10. Provision for moderation of any answer script by the Moderator.
11. Provision for viewing of evaluated answer scripts by the Moderator.
12. There has to be a command center to know the status of overall evaluation at the evaluation center.
13. Provision of forecasting report of evaluation to enable the University to know the timeline to complete the entire evaluation process and number of evaluators/ Moderators required.
14. Provision of restriction of evaluation/ moderations time as the evaluators and moderators can perform actions only in the time stipulated by the University
15. There should be dash board displaying the following
  - (i) Daily and consolidated Evaluators' attendance
  - (ii) Daily and consolidated Moderators' attendance
  - (iii) Daily and consolidated Subject-Medium wise Evaluator details
  - (iv) Daily and consolidated Subject-Medium wise Moderator details
  - (v) Skipped Answer script Details (till date)
  - (vi) Overall Subject-Medium wise Evaluation (till date)
16. Providing password to each and every Evaluator through Authorized Representative nominated by VC of UoM and the password has to be changed on the 1st day
17. The delivery of OSM has to be LAN based at evaluations centers.
18. Date wise working hours report of Evaluators and Moderators
19. Availability of answer scripts, question paper and marking scheme on the computer nodes of each and every Moderator and Evaluator.
20. After scanning of answer scripts, the delivery of digitized answer scripts to the Evaluators can be by any secured mode.
21. Enabling of security settings for Reviewers authentication.
22. Maintaining audit log of each and every Moderator, Evaluator and IT Manager of the Bidder.
23. Provision for forgot Password and secret question settings.
24. Annotation of each and every question and page of answer scripts.
25. Provision of timer on computer node of each and every Evaluator to know the time taken in evaluation of answer script.
26. Provision for subject/medium wise selection of answer script.
27. Provision of message broadcasting to evaluators/ moderators
28. Provision for configuration of multi-lingual question paper.
29. Provision of selection of question paper by Evaluator If a subject-medium has multiple question papers with set categorization, the evaluator can choose the appropriate question paper from the question paper list
30. Provision of re-opening of submitted answer script by Moderator for evaluation in case of any need for correction on the same day of evaluation.
31. Evaluators and Moderators online feedback.
32. Provision for moderation based on the rules shared (No of Answer script will be moderated)
33. Provision of setting of minimum time of evaluation of an answer script to avoid fast and possibly inaccurate evaluated answer script.
34. Setting of limit/ceiling for maximum no. of scripts to be evaluated by an Evaluator.
35. Mandatory provision for evaluation of 10% (can be changed from time to time) answers script by the Moderator.
36. Detailed audit log of evaluation.
37. Provision for PDF / JPEG/ HTML view of answer scripts.

38. Provision for Subject – Medium wise Evaluator report for moderator to generate the report of evaluation for a subject-medium-evaluator combination during any date range in the evaluation period
39. Provision of viewing Answer scripts in Landscape/Portrait orientation
40. Provision of revisiting/ editing the marks/ evaluation by evaluator of evaluated answer script on same day
41. Provision of easy assignment of marks as the evaluator can assign full or 0 marks for an answer by selecting the same from the drop down at the question level. In case of sub-questions, the full or 0 marks are awarded automatically
42. Provision of key board shortcuts to enable evaluator to evaluate the answer scripts faster
43. Provision for Evaluation of answer scripts by two (2) different evaluators (subject and medium wise).
44. The following reports needs to be generated by the OSM software:
  - i. Date wise Moderators and Evaluator attendance report
  - ii. Subject-Medium wise Evaluator detailed report
  - iii. Subject-Medium wise Moderator detailed report
  - iv. Skipped answer scripts' detailed report
  - v. Overall Subject-Medium wise Evaluation report
  - vi. Evaluator detailed report
  - vii. Variance report in case of discrepancy in the marking of Evaluator (s) and Moderator(s)
45. Printing of answer script(s) with all annotation of marks (for example Tick right or wrong), if marked by Evaluator as per requirement.

**c) Uploading**

1. Providing data on On Screen Marking and Assessment / Moderation / Revaluation as desired by UoM
2. Uploading and providing the answer-sheets on the University websites and to make them available for photocopy / verification and other purposes as desired by UoM

**4. GUIDELINES FOR BID PREPARATION**

**4.1 Preparation of Technical Proposal**

1. The bidder is expected to respond using only the specified formats for the response, wherever applicable. Failure to use the specified formats may result in disqualification of the proposal.
2. The Technical Proposals must be direct, concise, precise and complete. Any information not directly relevant to this RFP, should not be included in the proposal. The University will evaluate bidder's proposal based upon its clarity and directness of its response to the requirements of the project as outlined in this RFP.
3. The bidder shall number all the pages of the Technical proposal including the annexure and other attachments and sign / affix initials each page

4. The technical proposal must not contain any price information.
5. The bidder must fully understand the scope of the solution and services as outlined in this RFP. The bidders are expected to examine, understand and comply with all the instructions, formats, terms & conditions, solution and services requirements and other information in this RFP document before submitting the bids. Failure to furnish all the information required by the RFP or submission of a proposal not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in rejection of the proposal of the bidder.
6. If the bidder is required to confirm in the affidavit contained in the RFP that there are no infringements of any Patent or intellectual property rights or copy rights as per the applicable laws of relevant jurisdictions.

## 4.2 Technical Proposal structure and documents

1. **Covering letter and Signature** - The technical proposals should be accompanied with the "Technical Proposal covering letter" as per **Form T.1 of Annexure A**. The covering letters must be on the letter head of the bidder's organization and signed by a representative of the bidder, who is duly authorized, to act in respect of the proposal and commit the organization to contractual obligations arising out of the proposal.
2. **Structure of the Technical Proposal** - The University does not mandate that the Technical Proposal be structured in any specific fashion or sequence. The bidders use their own approach to structure the document so as to bring out clearly what the bidder intends to propose to the University for the said OSM project. However, all the forms and annexure should be in sequence and in place for ease of evaluation of the Technical Proposal.
3. **Documents for the Technical proposal** - Wherever there is a specific format provided to seek the information, the University expects bidders to use only these formats to provide that information. The bidder is free to use its own format for providing information in other areas. However the bidders are discouraged from providing scanned copies of brochures and presentation material as technical proposal.

## 4.3 Commercial Proposal

1. The bidder is expected to quote for all the components of the proposed solution, including cost of implementation and ongoing support required as per the scope of services mentioned in the RFP.
2. The bidder shall quote the fees "per exam paper per student" for the mandated services under the scope of services.
3. Prices shall be quoted entirely in Indian Rupees.
4. It should be separately and clearly indicated how the local taxes will be applied for delivering these services by the Bidder to the University.

5. The quoted price cannot have any hidden cost and cannot be conditional.

#### 4.4 Payment Terms

1. The bidder is requested to use the **Form C 2 of Annexure B** for indicating the payment terms. This will be an indicative payment terms and the University shall decide in consultation with the successful bidder before agreeing to the terms of payment while awarding the contract. However broadly the payments shall be made based on the milestones of delivery under the scope of services.
2. The bidder should mention clearly the delivery milestones for payment.
3. The payment of consideration net of any Taxes and duties shall be made to the Bidder by the University within 15 days from the submission of the invoice and the final payments shall be made within 30 days from the completion of the exam cycle
4. If for any reason the University is unable to complete its part of the obligations in declaring results or completing the exam cycle which is beyond the purview of the Bidder, then the University shall release all pending payments for the exam cycle to the SP after holding back 5% of the overall payment. However the University shall release the residual payment of 5% to the Bidder within 60 days notwithstanding the circumstances leading to non-completion of the exam cycle by the University external to the scope of work as contained in the RFP.

#### 4.5 Period of Validity of Bids

1. The proposals submitted by the bidders in response to the RFP shall be valid for a period of 90 days from the date of submission of the proposals. Any bid proposed to be valid for a shorter period may be rejected as non-responsive.
2. In exceptional circumstances, at its discretion, the University may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by email.
3. On signing of the contract, the prices quoted in the commercial proposal for the proposed OSM solution will be valid for the period of the contract. Escalation in the cost during the contract period is subject to mutual agreement between both the parties.

#### 4.6 Correction of errors

1. Bidders are advised to exercise adequate care in quoting the prices. No corrections in the quoted price will be entertained after the bids are opened.
2. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
3. Discrepancy between the unit price and multiplied figure: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

#### 4.7 Terms and Conditions for an Agreement

- 1) **Acknowledgement And Acceptance of agreement:** This agreement constitutes an offer from the University and is expressly limited to the terms and Conditions contained herein. The Terms And Conditions of the agreement are those that apply to the purchase of materials, items, products, components or services(herein after referred to as "Materials") All exhibits, attachments, technical specifications, drawings, notes instructions, or information ,referred in the agreement are incorporated herein by reference.
- 2) **Changes /Amendments:** The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it deems necessary, including, but not limited to changes in specifications design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the vendor of notice of change ( amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by a vendor and accepted by the University in a form of amendment/change order issued and signed by the University.
- 3) **Delivery/ Force Majeure:** If any Material is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor and to charge the defaulting vendor for any loss incurred in this transaction. Any provisions thereof for delivery by installment shall not be construed as obligatory unless agreed upon by both the parties. The University shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party. If the vendor is unable to complete performance at the time specified for delivery by reason of strikes, labour disputes, riot, war, fire or other causes beyond the vendor reasonable control, the University, at its option, may elect to take delivery of Material in its unfinished state and to pay such proportion of the contract price as it deemed reasonable.
- 4) **Limitation of Liability:** Neither party 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 cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to bidder by UoM for the Service that gives rise to such liability during the twelve month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from the wilful misconduct. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of UoM to perform any of University's obligations. In

such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge UoM for additional costs incurred, if any, as may be mutually agreed upon between the Parties

- 5) **Price / Taxes:** Price stated in this agreement are firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to in writing by both parties. The vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to this order. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable sales, excise, value-added or similar taxes until and unless specified in the schedule.
- 6) **Inspection And Acceptance:** All Material covered by this order may be inspected and tested by the University or its designee at vendors cost. If deemed necessary by the University, the vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the University during the performance of the order. If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the vendor :
- (a) rescind the purchase / supply order as to such non-conforming Material;
  - (b) accept such Material at an equitable reduction in price;
  - (c) reject such non-conforming Material and require the delivery of suitable replacements.
  - (d) If the vendor fails to deliver suitable replacements promptly, the University, with notice of seven business days, may replace or correct such Material and charge the vendor the additional cost occasioned thereby, or terminate this order for default. No inspection (including source inspection) test, approval (including design approval) or acceptance of Material shall relieve the vendor from responsibility for defects or other failures to meet the requirements of this order.
- Rights granted to the University in this article entitled INSPECTION are in addition to any other rights or remedies provided elsewhere in this order or in Law.
- 7) **Indemnity:** The vendor will indemnify, defend and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defence costs, arising from any claim or action based on any acts or omissions of the vendor, its employees, servants, agents or subcontractors. The University reserves the right to be represented in any such action by its own counsel at its own expense.
- 8) **Assignment / Subcontracting / Sublet:** The vendor shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted / sublet any obligations or work hereunder without the prior written consent of the University.

- 9) **Cancellations:** The University may cancel this agreement in whole or in part, for no cause, upon written, FAX or telex notice to the vendor, effective when sent, provided such notice is sent at least fourteen (14) days prior to the delivery date specified on the face of this order. The University may cancel this order in whole or in part at any time for cause by written, FAX, or e-mail notice to vendor, effective when sent, in the event that the vendor : (a) fails to comply with any term or condition for this order including, but not limited to, delivery terms; or (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or (c) files a voluntary petition in bankruptcy; or (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or (e) voluntarily ceases trading; or (f) merges with or is acquired by a third party; or (g) assigns any of its rights or obligations under the order to a third party without the University's advance written consent. upon the occasion of any one of the aforesaid and in addition to any remedies which the University may have in Law or in Equity, the University may also cancel this order or any outstanding deliveries hereunder by notifying the vendor in writing of such cancelation and the vendor shall thereupon transfer title and deliver to the University such work in progress or completed material as may be requested by the University. The University shall have no liability to the vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the University prior to vendor's receipt of the notice of termination, and for work in progress requested for delivery to University.
- 10) **Rescheduling:** The University may without liability at least fourteen (14) days prior to the scheduled delivery date appearing on the order defer delivery on any or every item under said order by giving oral notice to the vendor (confirmed in writing ten (10) working days ) of any necessary rescheduling.
- 11) **The Vendor as an Independent Contractor:** The vendor shall perform the obligations of this order as an independent contractor and under no circumstances shall it be considered as agent or employee of the University. The terms and conditions of this order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The vendor expressly waives any and all rights which or may not exist to claim any relief under the University's comprehensive insurance policy, workers compensation or unemployment benefits.
- 12) **Invoicing / Payments / Set-offs:** After each completion of supply/purchase order, the vendor shall duplicate invoices including item number to the University's concern University. Payment of invoice shall not constitute acceptance of service ordered and shall be subject to appropriate adjustment, if the vendor failed to meet the requirements of this agreement. The University shall have right at any time to set-off any amounts due to the vendor, (or any of its associated or affiliated companies) against any amounts owed by the University with respect to this agreement.
- 13) **Compliance with Laws:** By acceptance of this agreement, the vendor agrees to comply with the requirements of all the existing laws. The vendor also agrees to comply with the fair labour standards Act and the occupational safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the vendor's performance hereunder. The vendor further agrees to indemnify and hold the University and its



customers harmless from any loss or damage that may be sustained by the University, by reason of the vendor's failure to comply with any laws, ordinance, regulations and codes.

14) **Reproduction of Documentation:** The University shall have the right at no additional charge to use or incorporate all or portions of material found in the vendor's literature and / or reproduce the vendor's applicable literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. The vendor agrees to advise the University of any updated Information relative to the foregoing literature and documentation with timely written notice.

15) **Law of the Contract:** This agreement shall be governed by the and interpreted in accordance with the laws in existence and the Jurisdiction of the Amravati, Maharashtra

#### 4.8 Intellectual Property Rights (IPR)

- i. Any IPR developed, deployed or tested by the Bidder or its affiliates during the course of this project will vest absolutely with the Bidder. The University shall acknowledge and agree to vest the IPR with the Bidder after expiry of the project tenure. This includes source code, process documents, flow charts, project management templates and other resources developed by the Bidder and / or their agents, associates and principal parties involved in the project.
- ii. No data of any sort including data on subject content, all examination and the University data, information, research and development, knowledge pertaining to the courses offered by the University, any other field of research and development, shall be used and / or extracted by the Bidder for any use whatsoever.

#### 4.9 Information security and data privacy

The Bidder will be responsible for providing suitable security systems while implementing the OSM project to protect the continuing interest of the University. The Bidder once awarded the contract is expected to adhere to Information Security Management procedures as per acceptable standards with best practices. The Bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus which include anti-malware, anti-spyware and anti-spam solution for the entire system. The Bidder shall have to maintain strict privacy and confidentiality of all the data it gets access to.

Registrar,  
University of Mumbai

Date.....  
Name of Firm .....  
Address .....  
.....  
Pin code No.....

I / We have read carefully and have understood the same in vernacular known to me / us about all the Standard Terms & Conditions and I / we hereby agrees to the same and shall abide by them hence this verification

Seal & Signature of the Vender

## **5. BID EVALUATION PROCESS**

### **5.1 Proposal Evaluation Process**

1. Proposals will be evaluated by a Committee of Experts (the “Committee”) appointed by the University. Evaluations of bids will be only on the basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications sent by the University during the evaluation process.
2. The bids submitted with required EMD only considered
3. Evaluation of the bids will be done in the following sequence and at the end of every stage, short listed bidders will be informed of the results of evaluation
  - a. Scrutiny of Bid Security and adherence to general guidelines
  - b. Evaluation of prequalification proposal
  - c. Evaluation of Technical proposal
  - d. Opening of commercial proposal
  - e. Final evaluation of the Techno commercial bid and finalization of the bid

Only those bids that have been technically qualified will be considered for opening the commercial bid.

### **5.2 Technical Proposal Evaluation**

1. The Technical bid will be scrutinized for complying with the following requirements before going ahead with further evaluation of the bid.
  - a. Proposal Covering letter as response to the RFP
  - b. Undertaking for non-infringement of patent/copyrights
  - c. Statement on Clarifications as required
2. Evaluation of the solution – the technical solution proposed by the bidder may be evaluated against the response to the RFP and the final decision of the technical evaluation of the proposals submitted by the bidders shall vest with the University and the decision of the expert committee appointed by the University on the technical evaluation of the proposals shall be final and binding on all the bidders.
3. The Onscreen Marking System sought by the University being sensitive and critical for the stake holders including students and faculties and involves the brand reputation of

the University, it is hereby informed that strict compliance to the technical spec vs the solution proposed by the bidders are paramount in selecting the successful bidder.

### 5.3 Scoring of Technical Bids and technical qualification

S.No	Criteria	Score
<b>1</b>	<b>Company Credentials</b>	<b>45</b>
1.1	<b>Legal Structure</b>	
	Public Limited	5
	Private Limited	3
	Partnership /Proprietary	2
1.2	<b>Annual Turnover (average of last 3 financial years as in the pre-qualification criteria)</b>	
	Above Rs. 200 Crores	5
	Rs. 100 to 200 Crores	3
	Less than 100 Cr	2
1.3	<b>Certifications</b>	
	ISO 27001 certificate	2
	CMMi Level 3 (Development or Service) with ISO 27001	5
	CMMi level 5 (Development or Service) with ISO 27001	10
	CMMi level 5 (Development and Service) with ISO 27001	15
1.4	<b>Primary Data Center with Secondary DC site to be managed by the bidder/ group of companies for data Security</b>	
	Tier III DC with Secondary DC infrastructure outsourced by the bidder/ group of companies	5
	Tier III DC with Secondary DC infrastructure owned by the bidder/ group of companies	10
	Tier III DC with Secondary DC infrastructure owned by the bidder/ group of companies with Cert-in Certified infrastructure	20

<b>2</b>	<b>Technical and Operational Capability</b>	<b>30</b>
<b>2.1</b>	<b>No of Answer scripts evaluated through computers in a single order for any government project in India</b>	
	>10,00,000	10
	5,00,001 - 10,00,000	5
	<=5,00,000	2
<b>2.2</b>	<b>No of Assignments in computer evaluation completed in India for Indian Govt. University/ School Board/ Public Service Commission</b>	
	> 5 assignments	10
	3 - 5 assignments	5
	< 3 assignments	2
<b>2.3</b>	<b>IT Security of the proposed solution</b>	
	CERT-In certified proposed solution as per GOI guidelines	10
<b>3</b>	<b>Presentation and Demo</b>	<b>25</b>

#### 5.4 Commercial Evaluation

The bidders, whose **Technical Score is 70 (seventy) and above** only shall qualify to for commercial evaluation, and the commercial bid of only these bidders will be opened.

#### 5.5 Composite Evaluation

- a. **Techno commercial Evaluation:** All the bids for which the commercial proposals are opened and which are in order will be evaluated using a composite Techno Commercial Evaluation approach.

- b. The weightage given to the Technical and Commercial Proposals are:
  - Technical = 75% (weightage for Technical Proposal)
  - Commercial = 25% (weightage for Commercial Proposal)
- c. Technical Score (TS): The score obtained by the bidder in the technical evaluation which should be equal to or more than 70 (seventy).
- d. The Commercial Score (CS): The score obtained by the technically qualified bidder.
- e. The Final Score (FSn) out of the combined Techno commercial evaluation for a particular bidder shall be arrived as below:

$$\text{Final Score (FSn)} = (\text{TSn} \times 0.75) + (\text{CSn} \times 0.25)$$

Where n stands for the bidder under consideration

**f. Calculation of the Commercial Scores (CS)**

- i. Total Commercial Proposal: The Total Commercial Proposal of the bid will be the price quoted by the bidder in the commercial proposal for the scope of services contained in the RFP. Applicable taxes extra.
- ii. Identification of the Lowest bid: Based on the Cost of each of the bidders, the bidder with the lowest price is identified as L1. All the other bids are listed based on the increasing value of L.
- iii. Calculation of the Commercial Score: The commercial Score for each of the bidders is calculated by using the method as below.
  - i. The bid with the lowest price l (L1) will be given the maximum commercial score (CS) of 100 points.
  - ii. The formula for determining the commercial score for the other bids is the following:  $CS_n = 100 \times L1/L_n$ , in which  $CS_n$  is the financial score for bidder n, L1 is the lowest bid value and  $L_n$  is the bid value of the proposal under consideration.

**5.6 Identification of the successful bidder**

The Final Score (FSn) for the successful bidder will be calculated as follows:

$$FS_n = (TS_n \times 0.75) + (CS_n \times 0.25)$$

The combined score of the bidder achieving the highest FSn will be considered to declare the successful bidder.

**5.7 Notification of Award and signing of contract**

- 1. The University will award the Contract to the bidder whose proposal has been determined to be the successful bidder based on the above evaluation method.
- 2. The University reserves the right to negotiate further with the bidder whose proposal has been accepted as successful bidder.

3. Prior to the expiration of the validity period, The University will notify through a **“Letter of Intent”**, to the successful bidder in writing that their proposal has been accepted and invite them for signing a formal contract.
4. **Signing the contract-** The University shall execute a formal contract with the Bidder on mutually agreeable terms and conditions and as per the RFP and the bid submitted in response to the RFP by incorporating all necessary terms and conditions to protect the continuing interest of both the parties while implementing the said project. The contract shall clearly specify the deliverables under the scope of service, duration of the contract, payment terms, performance metrics and responsibility matrix of both the parties and protection of the interest of both the parties, penalty for non-performance of both the parties, force majeure etc in accordance with the Indian contracts Act. Any amendment to the contract if required during the period of subsistence of the contract shall be carried out as addendum to the existing contract after both the parties agree to the terms thereof.

### 5.8 Short Closure of the Contract

The proposed OSM project being sensitive and have impact on the students community, the University shall vest the rights to short close the contract awarded to the successful bidder, in case the bidder fails to deliver the services as per the scope of work for a continued period of six months or one exam cycle whichever is shorter. However, the contract shall not be short closed for any reason, whatsoever, other than the non-performance related of the Bidder issues.

### 5.9 Lack of Competition

1. If a situation arises where if after evaluation of bids, the tendering authority ends up with one responsive Bid only and in such situation, the tendering authority would check as to whether while floating the tender all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the tender would be re-floated after rectifying deficiencies.
2. The bid process shall be considered valid even if there is one responsive Bid, provided that:
  - i. the Bid is technically qualified
  - ii. the price quoted by the bidder is assessed to be reasonable
  - iii. the Bid is unconditional and complete in all respects
  - iv. there are no obvious indicators of cartelization amongst bidders and
  - v. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
3. The tendering authority shall prepare a justification note for approval by the next higher authority of the procuring entity and with the concurrence of the committee.
4. In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
5. If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

Registrar,  
University of Mumbai

Date.....

Name of Firm .....

Address .....

.....

Pin code No.....

I / We have read carefully and have understood the same in vernacular known to me / us about all the Standard Terms & Conditions and I / we hereby agrees to the same and shall abide by them hence this verification

Seal & Signature of the Vender

## 6. BID FORMATS

Details	Formats
Response Formats for Technical Proposal	Annexure A
Response Formats for Commercial Proposal	Annexure B

### 6.1 Annexure A

Response Formats for Technical Proposal

Requirements / Purpose	Formats
Checklist for the mandatory pre-qualification documents	Form T.0
Technical Proposal Covering Letter	Form T.1
Relevant Customer base in India	Form T.2
Profile of Team	Form T.3
Non infringement of Patent Rights/copyrights	Form T.5

## 6.2 Annexure B

### Response Formats for Commercial Proposal

Requirements / Purpose	Formats
Commercial Proposal Covering Letter	Form C.1
Price Schedule	Form C.2

### Form T.1

In Response to the Pre-Qualification Criteria:-

#### Checklist of pre-qualification documents:-

Sr. No.	Criteria	Supporting Documents	Checkbox Y/N
1	The bidder should be a company registered under the Indian Companies Act 1956 and should have been in existence for at least 3 years as on 31 <sup>st</sup> March 2016	Certified copy of Company Registration Certificate issued by the ROC	<input type="checkbox"/>
2	The bidder should have an average annual turnover of Rs.100 Crores in the Financial Years 13-14, 14-15 and 15-16 from software services. (Revenues from sale of computer Hardware, sale of Software Licenses and BPO / call centre revenues will not be considered for this purpose)	Chartered Accountant's Certificate to this effect Copy of MOA as a proof that firm is in business of software Services	<input type="checkbox"/>
3	The bidder should have implemented similar OSM projects for minimum three govt. universities/ school boards/ public service commissions in India in the last three years put together	Certified copies of LOI / Agreements / Contract	<input type="checkbox"/>
4	The bidder should have delivered OSM services to at least 15 lac students for all clients put together in the last three years as above in clause 1.3 (3) for Indian govt. universities or school education boards or public service commissions	Certified copies of LOI / Agreements / contract and self declaration by the bidder	<input type="checkbox"/>



5	The bidder should have delivered OSM services to at least 10 lac answer scripts per year for all clients put together every year for the last three years for Indian govt. universities or school education boards or public service commissions	Certified copies of LOI / Agreements / Contract	<input type="checkbox"/>
6	The bidder should be registered with statutory authorities as required	Certified copies of Service Tax Registration Certificate, VAT registration Certificate, PAN Card copy etc should be attached	<input type="checkbox"/>
7	The bidder should have a Net Worth of at least Rs. 20 Crores as on 31 <sup>st</sup> March 2016	Chartered Accountant's Certificate	<input type="checkbox"/>
8	The bidder should possess valid ISO certifications for quality management and Information Security management such ISO 9001:2008 and ISO 27001:2013	Certified copies should be attached	<input type="checkbox"/>
9	The Bidder should not be under a deflation of ineligibility or Blacklisted in any government / Department	Self declaration	<input type="checkbox"/>
10	The bidder must own the complete source code of the proposed software.	Self Declaration	
11	The bidder/ group of companies must provide Tier III primary data center and disaster recovery site for data security. Data center should be located in Indian in different seismic zone.	Data center Certificates	
12	The bidder must be CMMi Level 3 or higher	CMMi Certificate	
13	Any Other Documents	Description	<input type="checkbox"/>

**Form T.1**

**Technical Proposal Covering Letter**  
(Company letter head)

[Date]

The Registrar,

University of Mumbai, Mumbai.

Dear Sir,

**Ref:** Request for Proposal for implement OSM of The .....University

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services for implementation of OSM for the University as required and outlined in the RFP.

We attach hereto the bid technical proposal as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and the University or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of six months from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the University.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the University is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the University as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this                      Day of                      **201**

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am .....<designation>..... of the .....<Company Name>....., and that .....<Name of the Respondent>..... who signed the above response is authorized to bind the company by authority of its governing body.

Date

(Seal here)

**Form T.2**

Relevant Customer base in India

To be submitted on the Letterhead (Place) (Date)

The Registrar,

University of Mumbai, Mumbai.

Dear Sir

We would like to provide the following information on our customer base in India to confirm that we have been offering our OSM solution in India for the last three years.

Details **	Name of client	Year implemented
Name of the Indian Govt. University / school education board/ Public service commission where the OSM Solution has been implemented. Provide complete address and contact details such as phone no, email id etc	1. 2. 3. 4. 5.	
Product Name (if applicable)		

\*\* Attach relevant certificates

Dated this \_\_ day of \_\_201\_\_

Yours sincerely,

On behalf of [ ]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp

University of Mumbai, Mumbai

**Form T.3**

## Profile of Team

**Project Manager**

1. Name of the person	
2. Role in the Project	
3. Qualification	
4. Total number of years of experience	
5. Number of years with the current company (the bidder)	
6. Functional area / expertise	
7. Number of complete life cycle OSM implementations carried out	

## Functional and Technical Head

1. Name of the person	
2. Role in the Project	
3. Qualification	
4. Total number of years of experience	
5. Number of years with the current company (the bidder)	
6. Functional area / expertise	
7. Number of complete life cycle OSM implementations carried out	

(Executive Magistrate/Notary Public.)

## AFFIDAVIT

I, \_\_\_\_\_ (Name of Contractor/Authorized person), Aged about \_\_\_\_\_ years, residing at \_\_\_\_\_

\_\_\_\_\_ (Postal Address) do hereby swear this affidavit that, I am the proprietor/Partner of \_\_\_\_\_ (Name of company/firm) Registered at \_\_\_\_\_.

I do hereby swear that, the documents submitted in envelope No. 1 of the tender document for the work of-----are true, correct and complete. I am not blacklisted in any organization. In case the contents of envelope No.1 and other document pertaining to the tender submitted by me are found to be incorrect or false, I shall be liable for action under the relevant provision of Indian Penal Code and other relevant laws.

Signature of Authorised person

Applicant/Contractor

Name \_\_\_\_\_

Address \_\_\_\_\_

Place :- \_\_\_\_\_

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

E-mail \_\_\_\_\_

\_\_\_\_\_ Mobile No

## **DECLARATION OF THE CONTRACTOR**

I/We hereby declare that I/we have made myself / ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I/we have based my/our rates for this tender. The specifications, and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/we undertake to use only the best materials approved by the MUMBAI UNIVERSITY or his duly authorized representative before starting the work and to abide by his decision.

I/We hereby undertake to pay the laborers engaged on the work as per minimum wages Act 1948 applicable to the Zone concerned.

**Signature of Contractor**



**Form T.5**

**Non infringement of Patent Rights/copyrights Confirmation**  
(Company letter head)

[Date]To

The Registrar,

University of Mumbai, Mumbai.

**Sub:** Undertaking on non infringement of Patent Rights/copy rights

Dear Sir,

I/We do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual property rights as per the applicable laws of relevant jurisdictions having requisite competence.

I/We also confirm that there shall be no infringement of any patent or intellectual property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment's, systems or any part thereof to be supplied by us. We shall indemnify the University against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties. Without prejudice to the aforesaid indemnity, we shall be responsible for the completion of the supplies of the software / applications including upgrades as and when they are made available and uninterrupted use of the software solution and/or system or any part thereof to the University, irrespective of the fact of claims of infringement of any or all the rights mentioned above. If at a later date it is found that it does infringe on patent rights, I/We absolve and indemnify the University of any Legal Action.

Yours faithfully,

Authorized Signatory

Designation

Bidder's corporate name

**Form C.1**

Commercial Proposal Covering letter

[Date]

The Registrar,

..... University

**Ref:** Commercial Proposal for providing the OSM solutions

Dear Sir,

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for implementing the OSM of the University to meet such requirements and to provide services as set out in the bid document. Following is our quotation summarizing our commercial proposal.

We attach hereto the commercial proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services to implement the OSM solution as put forward in the RFP.

We agree for acceptance of all the terms and conditions in the bid document and also agree to abide by the bid response for a period of SIX MONTHS from the date of opening the commercial bid and it shall remain binding upon us until such time a formal contract is prepared and executed within the six months.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this                      Day of                      **201**

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am ..... of the ....., and that ..... who signed the above proposal is authorized to bind the corporation by authority of its governing body.

**Form C.2**

Price Schedule

Company letterhead

Date:

The Registrar,

University of Mumbai, Mumbai.

**Sub:** Commercial quote for providing the OSM solutions

Dear Sir,

S. No.	Item description	Rate per answer book in Rs. (Excluding Taxes)
1.	On Screen Marking of Answer Books: (including Digital Scanning, On Screen Marking)	
3.	Please specify, if any other	

Payment terms (specify payment terms as per completion of the milestones according to the scope of services in the RFP)

- 1.
- 2.
- 3.
- 4.

Any other terms & conditions:

----- **End of the document** -----

# Guidelines to Contractors on the operations of Electronic Tendering System of MUMBAI UNIVERSITY

<https://dhe.maharashtra.etenders.in>

## A. Pre-requisites to participate in the Tenders processed by MUMBAI UNIVERSITY:

### 1. Registration of Contractors on Electronic Tendering System on Sub – Portal of MUMBAI UNIVERSITY:

The Contractors **Non Registered** in MUMBAI UNIVERSITY and interested in participating in the e-Tendering process of MUMBAI UNIVERSITY shall be required to enroll on the Electronic Tendering System. To enroll contractor has to generate User ID and password on the <https://maharashtra.etenders.in>

Once the ID is generated the Contractor can login into the eTendering portal of Government of Maharashtra. The process of Enrolment is explained in Step

#### i) – Registration of New Contractors.:

**Registration** **Link**  
: <https://maharashtra.etenders.in/tnduploads/mah/pressnotices/RegistrationofContractorsOnline.pdf>

The Contractors may obtain the necessary information on the process of enrolment either from **Helpdesk Support Team: 020-30187500** or may visit the information published under the link **Enroll** under the section ***E-Tendering Toolkit for Bidders*** on the Main Portal of of the Electronic Tendering System for MUMBAI UNIVERSITY. i.e. <https://maharashtra.etenders.in>

### 2. Obtaining a Digital Certificate:<https://maharashtra.etenders.in/mah/DigitalCerti.asp>

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a **Digital Certificate (Class – II or Class – III)**. This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System. **This Digital Certificate should be having Two Pair(1. Sign Verification 2. Encryption/ Decryption)**

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Encryption Digital

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the ***Bid Preparation and Hash Submission*** stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per ***Indian Information Technology Act, 2000***.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per ***Indian Information Technology Act, 2000***. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

For information on the process of application for obtaining Digital Certificate, the Contractors may visit the section ***Digital Certificate*** on the Home Page of the Electronic Tendering System. The Contractor should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

### **3. Recommended Hardware and Internet Connectivity:**

To operate on the Electronic Tendering System, the Contractors are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

**Operating System Requirement: Windows XP – Service Pack 3  
Windows 7 – Professional, Enterprise and ultimate Edition  
Windows Vista – Business, Enterprise and ultimate Edition**

**Browser Requirement (Compulsory) : Internet Explorer Version.7 And Above**

### **4. Set up of Computer System for executing the operations on the Electronic Tendering System:**

To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section ***Mandatory Installation Components*** on the Home Page of the System. The steps to install these Components are provided in section Step 1 – Instructions for New User.

**Mandatory Components Are :**

**1> Number To Word Conversion Utility 2>[NxtCryptoSetupEtoken Utility\(SHA2\)](#)**

The Utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the *eTendering Toolkit for Bidders* available online on the Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information / guidance on the process of setting up the System.

**Mandatory**

**Internet**

**Setting**

: <https://maharashtra.etenders.in/tnduploads/mah/pressnotices/User%20Guide.pdf>

### **5. Online Payment for Service Provider Fees:**

In addition to the Tender Document Fees, Registration Fees and EMD payable to **MUMBAI UNIVERSITY**, the **Contractors will have to pay Service Providers Fees of Rs. 1,063/- through online payments gateway service available on Electronic Tendering System**. For the list of options for making online payments, the Contractors are advised to visit the link *ePayment Options* under the section *E-Tendering Toolkit for Bidders* on the Home Page of the Electronic Tendering System i.e. <https://maharashtra.etenders.in>

**Steps to be followed by Contractors to participate in the e-Tenders processed by MUMBAI UNIVERSITY.**

#### **1. Preparation of online Briefcase**

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and submission stage.

In Case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single **.pdf or .jpg** file of all the documents of same type or compress the documents in a single compressed file in **.zip or .rar** formats and upload the same.

It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

**Note :** Uploading of documents in the briefcase does not mean that the documents are available to **MUMBAI UNIVERSITY** at the time of tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Re-encryption stage.

## **2. Online viewing of Detailed Notice Inviting Tenders :**

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by **MUMBAI UNIVERSITY** on the home page of **MUMBAI UNIVERSITY** e-Tendering Portal on <https://dhe.maharashtra.etenders.in> under the section Recent Online Tender.

## **3. Online Tender Fees To Download of Tender Documents:**

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of tender form fee. i.e. **All the eligible contractors can make payment of Tender through online by using their Debit Card , Credit Card or Net Banking.**

## **4. Online EMD payment and Bid Preparation and submission of bid Hash (seal) of Bids**

Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS, NEFT or payment gateway. i.e.

**In this stage all the contractor will have to pay EMD online by using their Debit Card , Credit Card or Net Banking Or they can use NEFT/RTGS Options also**

For EMD payment, if bidder use NEFT or RTGS then system will generate a challan (in two copies) with unique challan No. specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder's bank.

Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realized with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in non participation in the aforesaid eTender.

Note :

**\* Relaisation of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT.RTGS payment activity should be completed well before time.**

\* NEFT/RTGS option will be depend on the amount of EMD.

\* Help file regarding use of e Payment Gateway can be downloaded from e Tendering portal.



Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of **MUMBAI UNIVERSITY**. The templates may be either form based, extensible tables and / or up loadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

In case Up loadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

**Notes :**

- a. The Contractors upload a single documents or a compressed file containing multiple documents against each unloadable option.
- b. The Hashes are the thumbprint of electronic data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data.
- c. The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.
- d. After the hash value of bid is generated, the Contractors cannot make any change / addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.
- e. This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

**5.Close for Bidding (Generation of Super Hash Values) :**

After the expiry of the cut- off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority.

The Tender Authority from **MUMBAI UNIVERSITY** shall generate and digitally sign the Super Hash values (Seals).

#### **6. Decryption and Re-encryption of bids (submitting the Bids online) :**

After the time for generation of super hash values by the Tender Authority from **MUMBAI UNIVERSITY** has lapsed, the **Contractors have to make the online payment of Rs. 1,063/- (882+Payment Gateway Charges+Service Tax) towards the fees of the Service Provider**. After making online payment towards fees of Services provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the public key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

**Note:** The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission Stage.

The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) Within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-encrypt the bid data / submit documents during the stage of decryption and Re-encryption of bids (submitting the bids online).

#### **7. Short listing of Contractors for Financial Bidding Process :**

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The short listed Contractors will be intimated by email.

#### **8. Opening of the Financial Bids :**

The Contractors may remain present in the office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the **MUMBAI UNIVERSITY** e-Tendering Portal immediately after the completion of opening process.

### **9.Tender Schedule ( Key Dates ) :**

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column "Contractor Stage" as indicated in the Time Schedule in the Detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

### **C)Terms and Conditions for Online Payments :**

The Terms and Conditions contained herein shall apply to any person ("User" using the services of **MUMBAI UNIVERSITY** Maharashtra, hereinafter referred to as "Merchant" for making Tender fee and Earnest Money deposit (EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with e Tendering Service provider and Payment Gateway Service provider through **MUMBAI UNIVERSITY** Maharashtra website i.e. <https://dhe.maharashtra.etenders.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

#### Privacy Policy

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specification and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from the User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or:
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

#### **General Terms and Conditions For E-Payment**

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchants website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any Part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
  5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
  6. **Refund For Charge Back Transaction:** In the event there is any claim for / of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his / her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate.
- No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "Charge Back" shall mean approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
  8. Refund for fraudulent / duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card / Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

- i. In case the Bank Account appears to be debited, ensure that he / she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
- ii In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider, Limitation of Liability

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission. nonperformance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors and its third party agents involved in processing, delivering or managing the Services. be liable for any direct, indirect, incidental,

special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
  - (I) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
  - (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents and employees from any claim or remand or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure complete these Terms and Conditions where such failure is due to circumstances beyond Merchant's reasonable control.