

UNIVERSITY OF MUMBAI



Notice For Tender

E-Tender Notice No.: AFF-II/ICM/2016-17/108 dated: 03.08.2016

E-Tender/Request for proposal (RFP) From Reputed Software firms to Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation and Teacher Appointment & Promotion Solution at University of Mumbai, Maharashtra.

University of Mumbai invites proposals from **Reputed Software firms to Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation and Teacher Appointment & Promotion Solution at University of Mumbai, Maharashtra** to participate in the competitive bidding process.

For the detailed Tender document, interested bidders should visit <https://dhe.maharashtra.etenders.in> or www.mu.ac.in

Tender submission would be online and the deadline to submit the proposals is 19.08.2016 at 13.00 Hrs.

Sd/-
Registrar
University of Mumbai

University of Mumbai



REQUEST FOR PROPOSAL

(e - Tender)

**From Reputed Software firms to Design, Develop/
Customize, Implement & Maintain end-to-end Affiliation
and Teacher Appointment & Promotion Solution at
University of Mumbai, Maharashtra**

For: University of Mumbai

E-Tender Notice No.: AFF-II/ICM/2016-17/108

Date: 03/08/2016

Issued By:

University of Mumbai

1th Floor, Registrar office

Fort, Mumbai - 440032

Tel: 91- 22- 22702344 / 22708777

Fax: 91 - 22 - 22670325, 22708888

E-mail: registrar@fort.mu.ac.in

E-Tender Notice No. : AFF-II/ICM/2016-17/108 dated 03-08-2016.

Name Of Work : University of Mumbai invited Online Request For Proposal (RFP) From Reputed Software firms to Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation and Teacher Appointment & Promotion Solution at University of Mumbai, Maharashtra”

Sr. No.	Tender Form Fees Rs.	EMD in Rs.	Validity of e-Tender	Prebid Meeting	Technical Bid Opening date &
1.	Rs. 10,000/- (Rs. Ten Thousand only)	Rs. 1,00,000/- (Rs. One Lakh only)	120 days	Date: 09.08.2016 at 11.30 Hrs. Venue : Registrar, M.G. Road, Fort, Mumbai – 400 032. Tel. No. :91-22-2270 2344, 2270 8777 FaxNo. : 91-22-2267 0325 , 2270 8888	Date: 22-08-2016 at 11.00 to 15.30 Hrs.

Schedule for Tenderers:

Tender Download Period: 04.08.2016, 10.00 Hrs. To19-08-2016, 13.00 Hrs.

Online Bid Preparation & Submission Period: 04.08.2016, 10.00 Hrs. To19-08-2016, 15.00 Hrs

Online Bid Decryption & Re-encryption Period: 19.08.2016, 17.31 Hrs. To20-08-2016, 17.30 Hrs

Note :

1. 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 Control Of Transfer on <https://dhe.maharashtra.etenders.in>
2. 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>
3. For e-Tendering Helpline: Call On 020-30187500 or email Id : support.gom@nextenders.com
4. University of Mumbai reserves every right to cancel the tender in whole or in part.

Mumbai – 400 032.

Sd/-
Registrar

**E-TENDER NOTICE For
UNIVERSITY OF MUMBAI**

Name Of Work: University of Mumbai invited Online Request For Proposal (RFP) From Reputed Software firms to Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation and Teacher Appointment & Promotion Solution at University of Mumbai, Maharashtra

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

INVITATION OF TENDER

1. University of Mumbai invited Online Request For Proposal (RFP) From Reputed Software firms to Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation and Teacher Appointment & Promotion Solution at University of Mumbai, Maharashtra
2. Migration Detailed terms and conditions and schedule are provided in the tender documents
3. Interested Tenderers may download further information and inspect the Tender Documents from <https://dhe.maharashtra.etenders.in>.
4. If any contactor have any query regarding e-Tender, he/she can contact or email on 020-30187500 support.gom@nextenders.com
5. A complete set of Tender Documents may be purchased @ cost of Rs. 10,000/- 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 04.08.2016 , 10.00 Hrs. To 19-08-2016, 13.00 Hrs. at the above address.
6. All Tenders must be accompanied by an Earnest Money Deposit (EMD) for an amount of Rs. 1,00,000/- 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.
7. UNIVERSITY OF MUMBAI, will not be responsible for any costs or expenses incurred by Tenderers in connection with the preparation for delivery of Tenders, including costs and expenses related to visits to the site of University of Mumbai.
8. The tender will be in two Envelope, Envelope-I will contain technical bid, Envelope-II will contain price bid.
9. Last date for submission of Technical & Price Bid is 19/08/2016 at 15.00 hrs.
10. Bid of Technical Envelope-I will open on 22/08/2016 at 11.00 hrs to 15.30 hrs
11. All the contractors have to purchase **Class II or Class III Digital Certificate** and Digital Certificate should be having two pair **1. Sign Verification 2. Encryption / Decryption**
12. All the contractors have to Submit/Upload their documents in .pdf /jpg format.
13. All the contractors have to complete tender download, Online Bid Preparation and hash submission and online Bid Data Decryption and Re-encryption (Control of Transfer) otherwise contractor will not get qualified for technical bid and commercial bid opening.

Index

Disclaimer.....	9
.1. Invitation of Proposal.....	12
1.1. Key Events and Dates	13
1.2. Other Important Information related to Bid.....	14
.2. Request for Proposal Process.....	15
2.1. Consortium Conditions	15
2.2. RFP Document Fees	16
2.3. Earnest Money Deposit (EMD)	16
2.4. Contact Details.....	17
2.5. Pre-Bid Queries on RFP.....	18
2.6. Supplementary information / Corrigendum / Amendment to the RFP	18
2.7. Completeness of Response	19
2.8. Proposal Preparation Cost.....	19
2.9. Right to Termination.....	19
2.10. Authentication of Bids	19
2.11. Interlineation of Bids	20
2.12. Late Bids	20
2.13. Patent Claim.....	20
2.14. Intellectual Property Rights	20
.3. Bid Submission Instructions	21
3.1. Online Bid Submission	21

3.2. Pre - Qualification Criteria.....	23
3.3. Technical Evaluation	24
3.4. Commercial Proposal.....	28
3.5. Validity of Proposal	28
3.6. Corrections / errors in commercial proposal.....	29
3.7. Price and Information	29
3.8. Language.....	30
3.9. Conditions under which RFP is issued	30
3.10. Right to the content of Proposal.....	31
3.11. Non-Conforming Proposal.....	31
3.12. Disqualification.....	31
3.13. Acknowledgement of Understanding	33
3.14. Site visit by Bidder.....	33
4. Bid opening and Evaluation process.....	34
4.1. Bid Evaluation Committee.....	34
4.2. Overall Evaluation Process	34
4.3. Evaluation – Prequalification.....	35
4.4. Evaluation – Technical	35
4.5. Technical Score (X)	36
4.6. Financial Score (Y)	37
4.7. Special Conditions for Evaluation	38
4.8. Award Criteria	38
4.9. Right to accept any Proposal and to reject any or all Proposals	38

4.10. Notification of Award	39
4.11. Contract Period	39
4.12. Signing of Contract	39
4.13. Failure to agree with Terms and Conditions of this RFP.....	39
4.14. Performance Bank Guarantee	39
.5. Scope of Work	41
5.1. Introduction.....	41
5.2. Scope of Work	41
5.2.1 Affiliation Solution	41
5.2.2 Teacher Recruitment and Promotion Solution.....	47
5.2.3 Enterprise Content Management System.....	57
5.3. Proposed Enterprise Architecture & Metadata Design	58
5.4. Detailed Scope	60
5.4.1 Dashboard and Management Information System (MIS).....	60
5.4.2 Help Desk Support.....	60
5.4.3 Training.....	61
5.4.4 On-Site Support	62
5.5. Timeline, Deliverable and Payment Schedule	63
5.6. Payment Schedule	66
5.7. Documentation.....	67
5.8. Technical Requirements.....	68
5.9. Security Requirements	69
5.10. Security Audit and Application Audit	72

5.11. Hosting and Maintenance	72
5.12. Operational Acceptance	74
5.13. Final acceptance of Application.....	74
.6. Service Level Agreement.....	76
6.1. Definitions.....	76
6.2. Interpretation & General Instructions	77
6.3. General terms of Service level Conditions	78
6.4. Implementation SLAs	79
6.5. Post - Implementation SLAs.....	80
6.6. Penalties shall not be levied on bidder in following cases.....	83
.7. General Conditions of Contract	83
7.1. Draft Master Service Agreement	83
7.2. Documents	84
7.3. Governing Law	85
7.4. Settlement of Disputes	85
7.5. Taxes and Duties.....	86
7.6. Confidential Information	86
7.7. Change in laws and Regulation.....	86
7.8. Force Majeure	87
7.9. Extension of Time.....	87
7.10. Termination.....	88
7.11. Assignment	89
7.12. Power to waive Fines	89

.8. Annexures	90
Annexure – 1: Request for Clarification.....	90
Annexure – 2: Guidelines for preparation of Pre-Qualification Proposal	91
Annexure – 3: Guidelines for Preparation of Technical Proposal	93
Annexure – 4: Template for Technical Proposal	94
Annexure – 5: Format for Commercial Proposal (Envelope B)	96
Annexure – 6: Format for performance Bank Guarantee	98

Disclaimer

- 1 University of Mumbai, Maharashtra (hereinafter referred to as ‘University of Mumbai’) has issued this Request for Proposal (hereinafter referred to as “RFP”) for selection of Agency to Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation, Teacher Appointment & Promotion Solution for University of Mumbai, on such terms and conditions as set out in this RFP document, including but not limited to the technical specifications set out in different parts of this RFP document.
- 2 This RFP has been prepared with an intention to invite prospective applicants/bidders and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the bidder(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for University of Mumbai to consider the investment objectives, financial situation and particular needs of each bidder.
- 3 University of Mumbai has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. The interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not solely rely on the information contained in this RFP in submitting their proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by University of Mumbai in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require.
- 4 This RFP is not an agreement by and between University of Mumbai and the prospective bidders or any other person. The information contained in this RFP is provided on the basis that it is non-binding on University of Mumbai, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. University of Mumbai makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each bidder is advised to consider the RFP document as per his understanding and capacity. The bidders are also advised

to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before bidding. The bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. The bidders are also requested to go through the RFP document in detail and bring to notice of University of Mumbai any kind of error, misprint, inaccuracies, or omission in the document. University of Mumbai reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. University of Mumbai also reserves the right to decline to discuss the project further with any party submitting a proposal.

- 5 No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a proposal. The bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by University of Mumbai or any other costs incurred in connection with or relating to its bid.
- 6 This issue of this RFP does not imply that University of Mumbai is bound to select and pre-qualify bids for bid stage or to appoint the selected bidder, as the case may be, for the project and University of Mumbai reserves the right to reject all or any of the bids without assigning any reasons whatsoever.
- 7 University of Mumbai may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- 8 University of Mumbai, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of bidder for participation in the Bidding Process) towards any Applicant or bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.

- 9 University of Mumbai also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statement contained in this RFP.
- 10 Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to University of Mumbai. Such suggestions, after review by University of Mumbai, may be incorporated into this 'Request for Proposal' as a corrigendum, which shall be uploaded onto the e-tendering website and University of Mumbai website. All eligible tenders need to be registered on the following portals to generate login credentials and to download the bid documents for online bid preparation/ decryption etc.

<https://maharashtra.etenders.in>

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

.1. Invitation of Proposal

- 1 University of Mumbai hereby invites proposals for selection of agency to Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation, Teacher Appointment & Promotion Solution. The bidders are advised to study this RFP document carefully, before submitting their proposals in response to the RFP Notice. The submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- 2 The complete bidding document has been published on <https://maharashtra.etenders.in> for the purpose of downloading. The downloaded bid document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.
- 3 The bidders who wish to participate in this bidding process must register on - **<https://maharashtra.etenders.in>**
- 4 To participate in online bidding process, bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act - 2000 using which they can digitally sign and encrypt their electronic bids. The bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc. The bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 5 A two envelope selection procedure shall be adopted.
- 6 The bidders (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, technical and financial proposal. The tender document fees, and Earnest Money Deposit (EMD) should be submitted online as per the details provided in the bid document.
- 7 University of Mumbai will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid proposal well in advance so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems. For queries related to bid submission, the bidders may contact the helpdesk on – 020-30187500 or write to – support.gom@nextenders.com

- 8 The bidders are also advised to refer “Bidders Manual Kit” available on <https://maharashtra.etenders.in> for further details regarding the e-tendering process.

1.1. Key Events and Dates

Seq. No.	University Stage Release of	Vendor Stage	Start Date & Time	Expiry Date & Time	Envelopes
2	–	Download of bidding document	04-08-2016 at 10.00 Hrs.	19-08-2016 at 13.00 Hrs.	
		Pre bid Meeting Date and Time	09-08-2016 at 11.30 Hrs. Venue : Registrar, M.G. Road, Fort, Mumbai – 400 032. Tel. No. :91-22-2270 2344 Fax No. : 91-22-2267 0325		
3	–	Online bid preparation and hash submission	04-08-2016 at 10.00 Hrs.	19-08-2016 at 15.00 Hrs.	Envelope-2 Envelope-1,
4	Close for Technical Bid		19-08-2016 at 15.01 Hrs.	19-08-2016 at 17.30 Hrs.	Envelope-1, Envelope-2
5	Close for Financial Bid		19-08-2016 at 15.01 Hrs.	19-08-2016 at 17.30 Hrs.	
6		Control Of Transfer	19-08-2016 at 17.31 Hrs.	20-08-2016 at 17.30 Hrs.	Envelope-2 Envelope-1,
7	Opening technical bids		22-08-2016 at 11.00 Hrs.	22-08-2016 at 15.30 Hrs.	Envelope-1,
8	Opening financial bids		22-08-2016 at 11.00 Hrs.	22-08-2016 at 17.30 Hrs.	Envelope-2

1.2. Other Important Information related to Bid

S.No	Information	Details
1.	Earnest Money Deposit (EMD) (to be paid online)	Rs. 1,00,000
2.	Bid Validity Period	120 days
3.	Performance Bank Guarantee	3% of product value (or as decided) post signing of the contract
4.	Last date for furnishing Performance Bank Guarantee in the Form of Bank Guarantee (Payable at Mumbai) to Registrar, University of Mumbai, Mumbai, (By the successful bidder)	Within 15 days from the date of issue of Letter of Intent
5.	Last date for signing the contract	As intimated in Work Order / Letter of Intent by University of Mumbai

.2. Request for Proposal Process

2.1. Consortium Conditions

The bidders are allowed to form a Consortium subject to the following conditions:

- 1 The number of Consortium members cannot exceed two, including the Lead Bidder.
- 2 The Lead Bidder along with the consortium partner will jointly submit the Proposal and will be jointly signing a Contract with University of Mumbai. The Contract / the Agreement will clearly specify the roles and responsibilities of the Lead bidder as well the Consortium Partner.
- 3 The primary responsibility of the execution of the Contract would be that of the Lead Bidder
- 4 No Consortium Partner can be a part of more than one Consortium. Only one bid will be allowed from a Consortium. The members of a Consortium are not allowed to bid individually.
- 5 In case of a Consortium bid, the Lead Bidder would also need to submit the Agreement between the Consortium members for the Contract clearly indicating their scope of work, responsibilities and relationship. This Agreement should be prepared on a stamp paper of requisite value and is required to be submitted along with the Technical Proposal.
- 6 All the signatories of the Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Authorities
- 7 The Consortium Partner shall execute and submit along with the Technical Proposal, Authority Letter in favor of the Lead Bidder which shall inter-alia, authorize the Lead Bidder to act for and on behalf of such member of the Consortium and do all acts as may be necessary to or for the performance under the contract.
- 8 The Consortium Agreement shall provide at least the following information in respect of the Consortium member that the Lead Bidder will engage to provide any of the services required under this RFP.

- a) Brief description of nature of products/services to be provided by Consortium Partner;
- b) Head and Branch offices (if responsible for work under the contract) (provide mailing addresses, phone, fax and email);
- c) Date, form and state of incorporation of the Consortium Partner;
- d) Contract Administrator (Name, business address, fax, phone and email address of individual responsible for administering any Contract that might result from this RFP);
- e) Company Principals (Name, title and business address); and,
- f) Current or prior successful partnerships with proposed Consortium Partner including Client reference (Contact name, phone number, dates when services were performed).

9 The Consortium Agreement concluded by the Lead Bidder and Consortium Partner should also be addressed to University of Mumbai clearly stating that the Agreement is applicable to the contract executed out of this RFP and shall be binding on them for the Contract Period.

10 Notwithstanding the Agreement, the responsibility of completion of job under the contract will be with the Lead Bidder.

11 The Lead Bidder shall be solely liable to and responsible for all obligations towards University of Mumbai for the performance of works/services including that of its partners/associates under the contract.

2.2. RFP Document Fees

The qualified bidders are requested to pay online Tender fees of Rs. 10,000/- through e-Tender Portal Payment Gateway. Tender fee is non-refundable

2.3. Earnest Money Deposit (EMD)

The qualified bidders are requested to deposit the EMD of Rs. 1,00,000/- through Online Payment Gateway as integrated in the <https://dhe.maharashtra.tenders.in> e-tendering solution.

- 1 The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- 2 Bids submitted without the prescribed EMD will be rejected.
- 3 Unsuccessful bidder's EMD shall be returned to the unsuccessful bidder within 120 days from the date of opening of the financial bid.
- 4 EMD of Successful bidder will be returned after the award of contract and submission of the performance bank guarantee within specified time and in accordance with the format given in the RFP.
- 5 EMD shall be non-transferable.
- 6 The EMD may be forfeited:
 - If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - If successful bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
 - If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the University of Mumbai regarding forfeiture of the Bid Security shall be final and binding upon bidders.
 - If during the bid process, any information is found false/fraudulent/mala fide, then University of Mumbai shall reject the bid and, if necessary, initiate action.

2.4. Contact Details

For any clarifications & communication with reference to the RFP documents, the bidders are expected to communicate at the contact information provided below:

S. No	Item	Details
1.	Name	Dr. M.A. Khan

2.	Designation	Registrar, University of Mumbai
3.	Email. ID	registrar@fort.mu.ac.in
4.	Phone	91-22-22702344 , 22708777

2.5. Pre-Bid Queries on RFP

The bidders shall send in their pre-bid queries as prescribed in the format specified in Annexure 1 of this RFP to the contact address at which the bids are to be submitted as well as the email id mentioned in section 2.4 of this RFP. The response to the queries will be published on <https://maharashtra.etenders.in>. No telephonic queries will be entertained. This response of University of Mumbai shall become integral part of RFP document.

2.6. Supplementary information / Corrigendum / Amendment to the RFP

At any time prior to the deadline (or as extended by University of Mumbai) for submission of bids, University of Mumbai for any reason, whether at its own initiative or in response to clarifications requested by the bidder may modify the RFP document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this RFP. Such supplements / corrigendum to the RFP issued by University of Mumbai would be displayed on <https://maharashtra.etenders.in>. Any such supplement / corrigendum / amendment shall be deemed to be incorporated by this reference into this RFP.

Any such supplement / corrigendum / amendment will be binding on all the bidders. University of Mumbai will not be responsible for any misinterpretation of the provisions of this Tender document on account of the bidders' failure to update the Bid documents based on changes announced through the website.

In order to allow bidders a reasonable time to take the supplement / corrigendum / amendment(s) into account in preparing their bids, University of Mumbai, at its discretion, may extend the deadline for the submission of bids.

2.7. Completeness of Response

- 1 The bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 2 The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of its proposal and forfeiture of the bid EMD

2.8. Proposal Preparation Cost

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by University of Mumbai to facilitate the evaluation process, and in negotiating a definitive Service Agreement (SA) and all such activities related to the Bid process. This RFP does not commit University of Mumbai to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the Contract for implementation of the Project.

2.9. Right to Termination

University of Mumbai may terminate the RFP process at any time and without assigning any reason. University of Mumbai makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by University of Mumbai. The bidder's participation in this process may result in University of Mumbai selecting the bidder to engage towards execution of the contract.

2.10. Authentication of Bids

The original bid will be signed by a bidder's person duly authorized to bind the bidder to the Contract. A letter of authorization in the name of the person signing the

bid shall be supported by a written Power-of-attorney accompanying the bid. All pages of the bid including the duplicate copies, except for un-amended printed literature, shall be duly signed and stamped by the person / persons signing the bid. The bid will then be uploaded on the e-tendering portal.

2.11. Interlineation of Bids

The bid shall contain no interlineations or erasures. In case of any overwriting, the place needs to be signed by the Authorized signatory.

2.12. Late Bids

The bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.

2.13. Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the solution or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and University of Mumbai is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. University of Mumbai shall give notice to the successful bidder on any such claim and recover it from the bidder if required.

2.14. Intellectual Property Rights

After completion of contract successfully the bidder should transfer the Customized Technology including the data, the database, the schema, the source code and related information to the University of Mumbai.

In case of termination of a contract before completion of agreed contract period the the bidder shall transfer the entire data till the termination of the contract, to the University of Mumbai in the form of MS-Excel or any other mutually agreed format.

3. Bid Submission Instructions

3.1. Online Bid Submission

- 1 The bidder shall submit the bid online through e-tendering Portal <https://maharashtra.etenders.in>
- 2 To view- Tender Notice, Detailed Time Schedule, RFP Document and its supporting documents, kindly visit following e-Tendering website <https://maharashtra.etenders.in>
- 3 The bids submitted, shall comprise of the following two envelopes:
 - a) A Two envelope/ cover system shall be followed for the bid:
 - Envelope A: Tender Fees, EMD, Pre-Qualification & Technical Bid
 - Envelope B: Commercial Bid
 - b) The Bid shall include the following documents:

Table: Documents Required			
S.	Document Type	Document Format	Online Submission
Tender Fee & EMD and Eligibility Details- Envelope –A			
1.	Tender Fee	Online Payment	Yes
2.	EMD	Online Payment	Yes
3.	Prequalification & Technical Bid	The Pre-Qualification bid shall be prepared in accordance with the requirements specified in Section 3.2. The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Annexure-4. This Envelope should also mandatorily include un-priced BOM for Server side infrastructure.	Yes
Commercial Bid – Envelope –B			

4.	Commercial Bid	The Commercial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Annexure-5.	Yes
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- c) The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only.
 - d) Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.
 - e) It shall be the sole responsibility of the bidder to ensure that all the documents required for the Pre-Qualification and the Technical Evaluation of the bid are uploaded on the portal well within time and University of Mumbai shall not entertain any representation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.
- 4 University of Mumbai will not accept delivery of proposal and any other supporting documents, in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Under no circumstances any physical documents will be accepted after submission of bid.
 - 5 It is required that all the Bids submitted in response to this RFP should be unconditional in all respects, failing which University of Mumbai reserves the right to reject the Bid.
 - 6 It shall be the responsibility of the bidder to re-check that each page of the requisite document uploaded as a part of the bid is stamped and duly signed by an authorized signatory

3.2. Pre - Qualification Criteria

The bidder shall fulfill all of the following eligibility criteria independently, as on date of submission of bid.

Table: Eligibility Criteria

S. No.	Eligibility Criteria	Document Proof
1	The Bidder must be a registered company under the Indian Companies Act, 1956 or The Partnership Act, 1932, Limited Liability Partnership / Sole Proprietorship existing since past 5 years	<ul style="list-style-type: none"> • Certificate of Incorporation • Memorandum and Articles of Association • Proprietorship Certificate • Partnership Deed • Any other document to justify the requirement
2	The Bidder should have in its name PAN (Permanent Account Number) with Income Tax authority in India	<ul style="list-style-type: none"> • Copy of the PAN Card signed by Authorized Signatory of the Bidder
3	The Bidder shall have an average annual turnover of Rs. 50 lac in the any of the last 5 years(2012-2013, 2013-14,2014-15)	<ul style="list-style-type: none"> • Audited Financial Statement for Financial years 2012-13, 2013-14,2014-15 • Statutory auditor's/CA certificate OR certificate from Company Secretary of the bidder clearly specifying the annual turnover for the specified years

S. No.	Eligibility Criteria	Document Proof
4	The Bidder should have a valid ISO 9001/27001 certification or CMMi Level 3 or above	<ul style="list-style-type: none"> Details shall be furnished as statutory certificate from accrediting agency of bidders
5	<p>The Bidder shall have prior experience in developing and implementing similar solutions in any of the mentioned organizations:</p> <ul style="list-style-type: none"> Government Universities Private Universities Other Educational Institutions / Educational bodies 	<ul style="list-style-type: none"> Purchase Order/ Work Orders milestone completion Certificate / experience certificate from the authorized signatories
6	The bidder should not have been blacklisted for fraudulent practices by any of its clients, Central / State UT / Government / University	Affidavit of Rs. 100 stamp paper stating the same
7	Declaration Of Bidder	Declaration should sign and stamp on Letter Head

It is mandatory to submit the specified documents in support of the above eligibility criteria and the company/firm/agency is likely to be disqualified should it fail to provide any of the specified documents.

3.3. Technical Evaluation

The proposals from bidders will be evaluated based on evaluation parameters mentioned below.

- 1 The technical evaluation marks should be given 70% weightage and commercial evaluation marks should be given 30% weightage to arrive at a composite score.

For a bid to be evaluated based on the financial proposal, the bidder should have scored a minimum of 60 marks in technical evaluation.

- 2 The bidder with the higher composite score shall be awarded the contract.
- 3 However, University of Mumbai reserves the right to confirm the bidder with the highest composite score as successful bidder subject to negotiations and approval of competent authority.

Sl. No.	Criteria / Sub Criteria	Basis of Valuation	Maximum Marks	Supporting Documents
1	Average Annual turnover for any 3 of the 2012-2013, 2013-2014, 2014-15 FY	>0.5 cr < 1.5 cr = 1 Marks ≥1.5 Cr. and < 3 Cr. = 3 Marks ≥ 3 Cr. = 05 Marks	05	Audited financial statements / Certificate of Chartered Account necessary
2	Years of Existence of the Sole Bidder or in case of consortium, The lead bidder and consortium partner in India as on 31 st March 2016	i. For Sole Bidder: ≥ 3 and < 6 years : 3 mark ≥ 6 and < 12 years : 4 marks 12 years or more : 5 marks ii. For Consortium: a. Lead Bidder: ≥ 3 and < 6 years : 1 mark ≥ 6 and < 12 years : 2 marks 12 years or more : 3 marks b. Consortium partner	05	Copy of Certificate of Incorporation signed by Authorized Signatory of the Bidder / Lead Bidder.

		<p>≥ 3 and < 12 years : 1 mark</p> <p>12 years or more: 2 marks</p>		
3	Net Worth / Liquidity of Organization / Directors / Partners / Proprietor / Owners etc.	<p>< 50 lac = 01 Mark</p> <p>≥ 50 l and < 2 Cr = 03 Mark</p> <p>> 2 Cr = 05 marks</p>	05	Certificate of Chartered Account necessary
4	Number of Employees on the payroll of Bidder as on 1 st March 2016	<p>≥ 5 and <15 = 1 Marks</p> <p>≥ 15 and <25 = 3 Marks</p> <p>≥ 25 = 5 Marks</p>	05	Self-Attested Letter on Bidders Letter Head with seal and signature of Authorized Signatory
5	The bidder should have provided similar solution to at least 2 Public Universities in India / abroad	<p>Minimum 4 Academic Cycles: 15 Marks</p> <p>Minimum 3 Academic Cycles: 10 Marks</p> <p>Minimum 2 Academic Cycles: 5 Marks</p>	15	Client experience certificate & Work order of the projects as referred

6	The bidder should have provided similar online solutions to at least 2 Government Universities in Maharashtra	Minimum 4 Academic Cycles: 25 Marks Minimum 3 Academic Cycles: 15 Marks Minimum 2 Academic Cycles: 10 Marks	25	Client experience certificate & Work order of the projects as referred
7	Demonstration / presentation of solution, methodology and understanding of the assignment	Overall solution design, architecture, workflow & interface with the optimization to meet the application SLA, Security Aspects SEI CMMI Level 3 5 Marks or ISO Certification 9001 2 Marks 27001 3 Marks	15	Presentation to Committee
		Implementation plan	10	Presentation to Committee
		Product fitment- Extent of Product readiness as per Scope vis-à-vis built from scratch	10	Presentation to Committee
	Grand Total		100	

3.4. Commercial Proposal

- 1 The bidders should necessarily give the financial details in the formats given in Annexure-5 of this RFP. All the financial details should be given in the prescribed format only and in accordance to the details and terms and conditions as mentioned in the RFP (hence the bidder is expected to understand the RFP in all respects). In case the selected bidder does not quote for or provision for any software / any other expenses required to meet the requirements of the RFP, he shall be solely responsible for those and would be required to provide them, without any additional cost to University of Mumbai.
- 2 The bidder is expected to price all the items and services sought in the RFP and proposed in the Technical Proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the bidder as per the scope of his work and must cover the entire Contract Period.
- 3 University of Mumbai may seek clarifications from the bidder on the Technical Proposal. Any of the clarifications by the bidder on the Technical Proposal should not have any commercial implications. The Commercial Proposal submitted by the bidder should be inclusive of all the items in the Technical Proposal and should incorporate all the clarifications provided by the bidder on the Technical Proposal during the evaluation of the technical offer.
- 4 The bidder should also provide the detailed break of the Tax/Charges which bidder would be submitting to government against every transaction separately with commercial bid.
- 5 The Commercial Proposal shall not contain any technical information.

3.5. Validity of Proposal

The proposals shall be valid for a period of 120 days from the date of submission of Bid. A proposal valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, University of Mumbai 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.

3.6. Corrections / errors in commercial proposal

- 1 The bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the Commercial Proposals are received by University of Mumbai.
- 2 The quoted price shall be corrected for arithmetical errors.
- 3 In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
- 4 The amount stated in the Commercial Proposal, adjusted in accordance with the above procedure and as stated in Annexure 3 of this RFP, shall be considered as binding on the bidder for evaluation.

3.7. Price and Information

- 1 The bidder shall quote for this project as per the requirements of the RFP.
- 2 All the prices will be in Indian Rupees.
- 3 The bidder should quote the fee considering all costs including the costs insurance for the Contract Period, travel / stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this Project before or after the award of the Contract.
- 4 The bidder should provide for all taxes, duties, charges and levies at actual
- 5 The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of the validity of the proposal and the contract. No revision of the fee shall be made on account of any variations in costs of labor and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- 6 All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.

3.8. Language

The proposal should be submitted by the bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purposes of interpretation of the proposal, the English translation shall govern. If any documentary evidence for 'Experience' is in other languages, a true translation of the copy, attested by Notary shall be enclosed.

3.9. Conditions under which RFP is issued

- 1 This RFP is not an offer and is issued with no commitment. University of Mumbai reserves the right to withdraw the RFP and change or vary any part thereof, at any stage. University of Mumbai also reserves the right to disqualify any bidder should it be so necessary at any stage.
- 2 Timing and sequence of events resulting from this RFP shall ultimately be determined by University of Mumbai.
- 3 No verbal conversations or agreements with any official, agent, or employee of University of Mumbai shall affect or modify any terms of this RFP and any alleged verbal agreement or arrangement made by a bidder with any agency, official or employee of University of Mumbai shall be superseded by the definitive agreement that results from this RFP process. Verbal communications by University of Mumbai to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than University of Mumbai.
- 4 Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against University of Mumbai or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- 5 Until the Contract is awarded and during the validity of the Contract, bidders shall not, directly or indirectly, solicit any employee of University of Mumbai to leave University of Mumbai or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in collusion with the bidder, without prior written approval of University of Mumbai.

3.10. Right to the content of Proposal

All proposals and accompanying documentation of the Technical Proposal will become the property of University of Mumbai and will not be returned after opening of the Technical Proposals. University of Mumbai is not restricted in its rights, to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. University of Mumbai shall not be bound by any language in the proposal indicating the confidentiality of the proposal, or any other restriction on its use or disclosure.

3.11. Non-Conforming Proposal

A proposal may be construed as a non-conforming proposal and ineligible for consideration if:

- a) It does not comply with the requirements of this RFP.
- b) It does not follow the format requested in this RFP or does not appear to address the requirements as specified by the university.

3.12. Disqualification

The proposal is liable to be disqualified in the following cases or in case the bidder fails to meet the requirements as indicated in this RFP:

- 1) The proposal is not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- 2) During validity of the proposal, or its extended period, if any, the bidder increases the quoted prices.
- 3) The bidder qualifies the proposal with own conditions.
- 4) The proposal is received in incomplete form, received after due date, not accompanied by all the requisite documents, not accompanied by the EMD or the bidder has quoted only for a part of the project
- 5) The information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the

processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any

- 6) The Commercial Proposal is enclosed with the Technical Proposal.
- 7) The bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- 8) In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals are withdrawn upon notice immediately.
- 9) The bidder fails to deposit the Performance Bank Guarantee or fails to enter into a Contract within 15 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the University of Mumbai.
- 10) Any bid received by University of Mumbai after the deadline for submission of bids shall be declared late and will be rejected, and returned unopened to the bidder at the discretion of University of Mumbai.
- 11) While evaluating the proposals, if it comes to the University of Mumbai's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this Contract as well as for a further period of four years from participation in any of the RFPs floated by the University of Mumbai.
- 12) If the Technical Proposal contains any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

3.13. Acknowledgement of Understanding

By submitting the proposal, each bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

3.14. Site visit by Bidder

The bidder may visit the relevant section(s) at University of Mumbai at any time to be agreed with University of Mumbai and obtain for itself on his own responsibility all information related to Affiliation and Teacher Recruitment and Promotion (College Teachers, College Principal and University Teachers) process. The visit may not be used to raise questions or seek clarification on the RFP. All such queries or clarifications must be submitted in writing. The cost of such visits to the site(s) shall be at the bidder's own expense.

.4. Bid opening and Evaluation process

4.1. Bid Evaluation Committee

- 1 University of Mumbai shall constitute a Bid Evaluation Committee to evaluate the responses of the bidders
- 2 The Bid Evaluation Committee shall evaluate the responses to the RFP (Envelope A and Envelope B) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- 3 The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- 4 The Bid Evaluation Committee may ask for meetings with the bidders to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. The committee may visit bidder's client site to validate the credentials/ citations claimed by the bidder.
- 5 The Bid Evaluation Committee reserves the right to reject any or all proposals entails the basis of any deviations.
- 6 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- 7 The Bid Evaluation Committee would submit its decision to the competent authority whose decision would be final and binding upon the bidders.

4.2. Overall Evaluation Process

- 1 At first Bidders shall be evaluated as per prequalification criteria mentioned at Section 3.2.
- 2 The bidders who fulfil all the prequalification criteria will qualify for further Technical Evaluation
- 3 Bidders with minimum technical marks of 60 out of 100 in technical evaluation will be considered to be eligible for financial evaluation (Envelope B).

- 4 Amongst the bidders who are considered for financial evaluation, the bidder scoring the highest composite score will be awarded the work as bidder at the discretion of University of Mumbai.
- 5 The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- 6 In case of a single bid, University of Mumbai reserves the right to accept or reject the bid on approval of competent authority at its discretion.

4.3. Evaluation – Prequalification

The eligibility criteria for only those bidders, whose Tender Fee & EMD is in order, shall be considered. The bidders will be assessed on the eligibility criteria defined in Section 3.2 of this RFP.

4.4. Evaluation – Technical

The evaluation of the technical proposals will be carried out in the following manner:

- (a) The bidders' technical proposal will be evaluated as per the requirements and evaluation criteria as spelt out in Section 4.2 of this RFP. The bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.
- (b) Proposal Presentations: The Bid Evaluation Committee may invite each qualified bidder to make a presentation to University of Mumbai, as per their discretion.
- (c) Demo of Existing Application: The Bid Evaluation Committee may call for a demonstration of the proposed solution. The bidder will be required to demonstrate the functionality of the proposed application as declared in the technical proposal.

Please note that such a demonstration will be called from each technically qualified bidder before opening of commercial proposal. In

any case, in the event of any deviation from the factual information provided by the bidder in technical proposal, University of Mumbai can reject the bid and also ban the bidder from participation in any future tenders in the state of Maharashtra.

- (d) At any time during the Bid evaluation process, the committee may seek verbal / written clarifications from the bidders. The committee may seek inputs from their professional and technical experts in the evaluation process.
- (e) The committee reserves the right to do a reference check of the past experience stated by the bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- (f) The technically shortlisted bidders will be informed of the date and venue of the opening of the commercial proposals through a written communication.

Each proposal which qualifies in Envelope A shall be scrutinized further with Envelop B and evaluated accordingly, as per the following process and will be given a score.

4.5. Technical Score (X)

The score secured based on evaluation of the Technical Bid as above shall be the Technical Score of the bidder for the project being considered for evaluation (X).

X of the qualifying bidder = Marks Scored by the respective Bidder

Only those bidders who have secured Technical Score of 60 marks or above shall be declared as qualified for evaluation of their 'Financial Bid'.

4.6. Financial Score (Y)

The financial offers shall be evaluated on the basis 3 factors as given below:

Factor 1: A total lump sum charge (Solution Development / Customization and Maintenance Cost) offered by the bidder to Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation and Teacher Recruitment and Promotion (College Teachers, College Principal, University Teachers) Solution for University of Mumbai along with Enterprise Workflow management system and Enterprise Content management system.

Factor 2: Per Transaction Cost (Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation Solution for a period of 5 years post Go-Live); approx. 1000 Affiliations per year.

Factor 3: Per Transaction Cost (Design, Develop/ Customize, Implement & Maintain end-to-end Teacher Recruitment and Promotion (College Teachers, College Principal, University Teachers for a period of 5 years; approx. 2,000 applications teachers recruitment in Aided, Un-aided, Minority and Non-Minority colleges and University.

Total Financial Bid (Y): The total financial bid of the bidder would be calculated as follows: $\text{Factor1} + (\text{Factor2} \times 1000 \times 5) + (\text{Factor3} \times 2,000 \times 5) = Y$

The financial offers of the qualified bidders (who have secured technical score of 60 marks or above) shall be tabulated for project.

If there is a discrepancy between words and figures, the lower of the two shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

The financial offers of the qualified bidders shall be tabulated for this project and the bidder with lowest financial offer will be given a financial score of 100.

Based on the financial quote given by the bidder, a Relative Financial Score (Y) will be calculated as below, only for the qualifying bidders.

$$\text{'Y' of qualifying bidder} = \frac{\text{Lowest quoted Offer of the qualifying Bidder}}{\text{Offer quoted by the respective}} \times 100$$

The marks secured as above shall be the Relative Financial Score (Y) of the bidder for the project. (Refer: Annexure 5 for Commercial proposal format)

Composite Score for the Bidders

Composite score for each bidder shall be worked out as under:

Bidder	Technical Score (X)	Financial Score (Y)	Weighted Technical Score (70% of X)	Weighted Financial Score (30% of Y)	Composite Score (F=D+E)
A	B	C	D	E	F

4.7. Special Conditions for Evaluation

The bidder shall be the agency securing the highest composite score in column ‘F’ above. However, in the event of two or more bidders securing exactly the same composite score, then University of Mumbai reserves the right to:

- a) Declare the bidder whose technical score is highest, among the bidders who have secured exactly the same composite score as successful bidder, or
- b) Adopt any other method as decided by University of Mumbai.

4.8. Award Criteria

Post the evaluation process indicated in Section 4 above, University of Mumbai will award the Contract to the bidder, who has the highest composite score as per the scoring scheme mentioned.

4.9. Right to accept any Proposal and to reject any or all Proposals

University of Mumbai reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for University of Mumbai’s action.

4.10. Notification of Award

Prior to the expiration of the validity period, University of Mumbai will notify the successful bidder about the acceptance of the proposal, by issuance of a Letter of Intent in writing.

4.11. Contract Period

The validity of the period of the Contract will be for 5 years and it will start from the date of issue of work order by University of Mumbai.

University of Mumbai reserves the rights to extend this contract based on mutual consent for another two years subject to successful implementation and result of performance delivery.

4.12. Signing of Contract

Service Agreement (SA) will be signed as per RFP, after selection of bidder. University of Mumbai shall have the right to annul the award in case there is a delay of more than 15 days in signing of Contract from the date of issue of work order by University of Mumbai, for reasons attributable to the selected bidder.

4.13. Failure to agree with Terms and Conditions of this RFP

Failure of the successful bidder to agree with the terms & conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event University of Mumbai may call for new proposals and invoke the Performance Bank Guarantee.

4.14. Performance Bank Guarantee

- 1 Performance Bank Guarantee is governed for supplies and services as follows:
 - a) The bidder shall carry out the services in conformity with the requirements of the RFP, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of University of Mumbai.

- b) The Earnest Money deposited at the time of bid submission would be given back to the bidder on payment of Performance Bank Guarantee in the form of a Bank Guarantee.

2 The selected bidder shall deposit the Performance Security as follows:

- a) The successful bidder shall at his own expense, deposit with University of Mumbai , and Performance Bank Guarantee of value equal to 3% of the work order value.
- b) The Performance Bank Guarantee should be furnished within 15 Business Days from the date of issue of Letter of Intent.
- c) The Performance Bank Guarantee may be discharged/returned by University of Mumbai upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- d) University of Mumbai shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
- Any amount imposed as a fine by University of Mumbai for irregularities Committed by the bidder
 - Any amount which University of Mumbai becomes liable to the Government /Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - Any other outstanding amount.
- e) Once the amount under this clause is debited, the bidder shall reimburse the Bank Guarantee to the extent the amount is debited within 15 days of such debit by University of Mumbai failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free performance Bank Guarantee in favor of University of Mumbai .

.5. Scope of Work

5.1. Introduction

The University of Mumbai is having its territorial limits covering 6 districts of Mumbai and Konkan region i.e. Mumbai, Thane, Palghar, Raigad, Ratnagiri and Sindhudurg districts of Maharashtra state.

The university has contributed in many ways for economic, social and cultural uplifting of society and tribal sections in particular by offering quality education and administering academic activities. The university has its main administrative building at Fort, Mumbai with academic campus at Kalina, Mumbai and Sub-Centre at Ratnagiri.

The Registrar, University of Mumbai has invited this 'Request for Proposal' by virtue of e-Tendering process at dhe.maharashtra.etenders.in from reputed IT / ITeS organizations providing solutions and services with proven experience in Designing, Development/ Customization, Implementation & Maintenance of an end-to-end Affiliation and Teacher Appointment & Promotion (College Teachers ,Principal and University Teachers) Solution for University of Mumbai .

5.2. Scope of Work

5.2.1 Affiliation Solution

The Affiliation department of University of Mumbai is looking for an end to end solution for Affiliation including New Affiliation, Continuation / Extension of Affiliation, Permanent Affiliation process and Monitoring of Affiliated Colleges / Institutes. The details of the processes which need to be automated as a part of the above modules are given below –

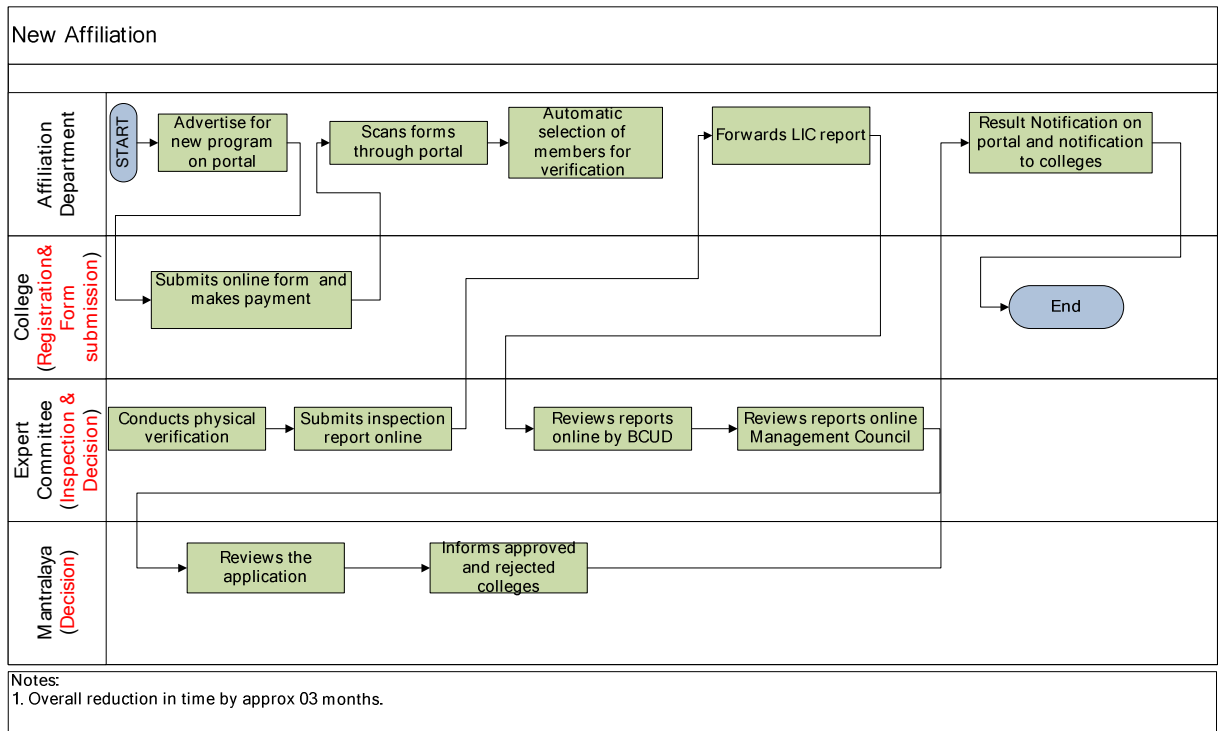
1. New Affiliation

New affiliation process is concerned with colleges/ institutes who want to start a new Program / Division / Subject.

Following are the activities which are typically performed as a part of this process -

- The Higher and Technical Education Department, Govt. of Maharashtra requests for Perspective Plan from the University's Affiliation department

- The Affiliation department prepares the perspective plan and submits it to the Higher and Technical Department for approval.
- After the plan approval, the Affiliation department advertises in newspapers, for new affiliations for approved programs / subjects / divisions as per the Perspective Plan.
- The Institutes willing to apply, are required to submit application form, in person, along with the required documents and fees to the University.
- The Affiliation department, after receiving the applications, conducts scrutiny of all the forms to ensure validity and completeness as per the requirements of the application
- The Affiliation department appoints an Expert Committee to conduct a physical verification of the institute(s).
- The Expert Committee conducts a site visit and prepares an inspection report as per the guidelines from University of Mumbai and submits the same to the Affiliation department.
- Further, this Inspection report is sent to BCUD and Management council seeking their remarks.
- The Affiliation department prepares a list of approved and rejected institutes, as per the remarks received from BCUD and Management Council.
- The approved list of institutes along with all the reports and supporting documents and list of rejected applications are further sent to the Higher and Technical Education department for its approval.
- The Higher and Technical Education department takes the final decision of approving the institutes and a final list of approved and rejected applications are sent to Affiliation department.
- The Affiliation department informs the respective institutes.



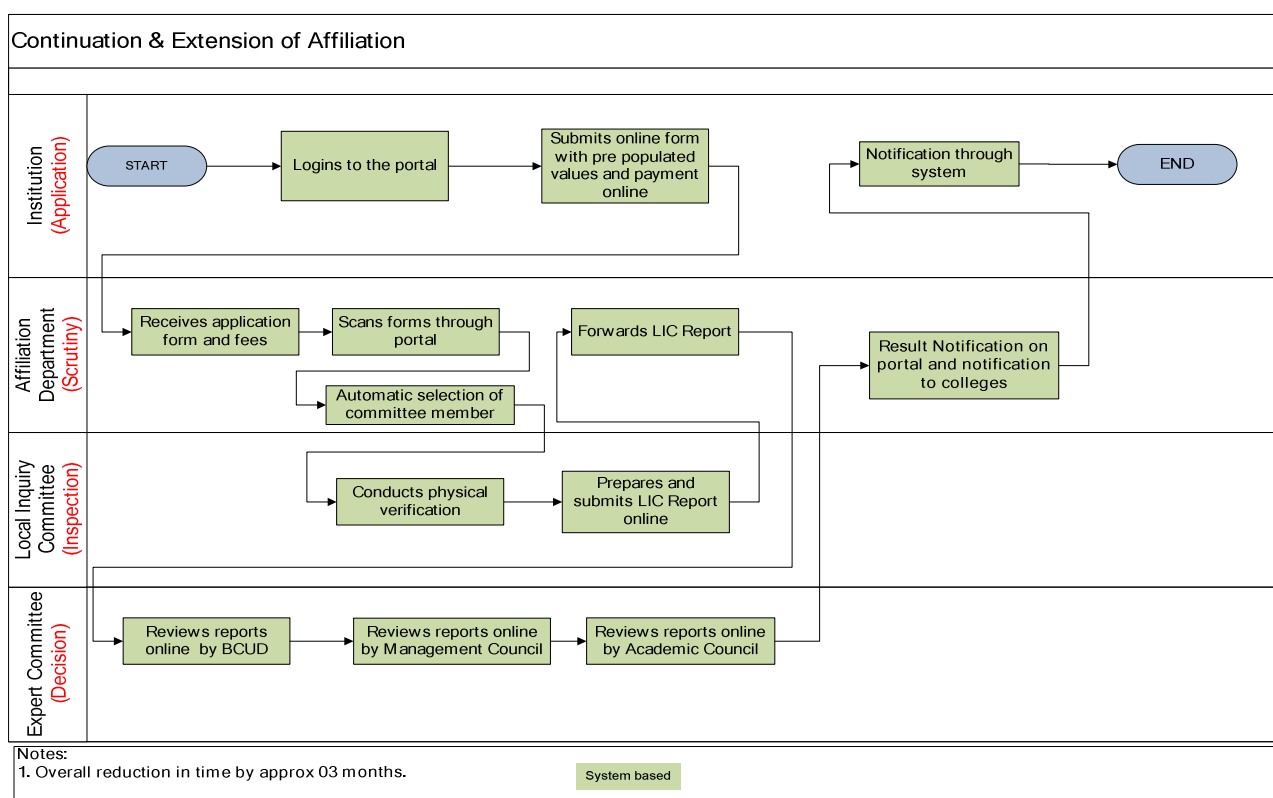
2. Continuation / Extension of Affiliation

Continuation / Extension of Affiliation process is concerned with institutes that want to continue / extend their affiliation for an existing Program / Division / Subject.

Below are list of activities typically undertaken -

- The Institutes willing to apply, are required to submit the application form for continuation / Extension of Affiliation, in person, along with the required documents and fees to the University.
- The Affiliation department, after receiving the applications, conducts scrutiny of all the forms to ensure validity and completeness as per the requirements of the application.
- The Affiliation department appoints an Expert Committee to conduct a physical verification of the institute(s).
- The Local Inquiry Committee conducts a site visit and prepares the Local Inspection Committee report (LIC) report as per the guidelines from University of Mumbai and submits the same to the Affiliation department.

- LIC report is further sent to BCUD, Academic council and Management council seeking their review and approvals.
- As per the remarks received from BCUD, Academic council and Management council, the Affiliation department informs the respective institutes about the final decision.

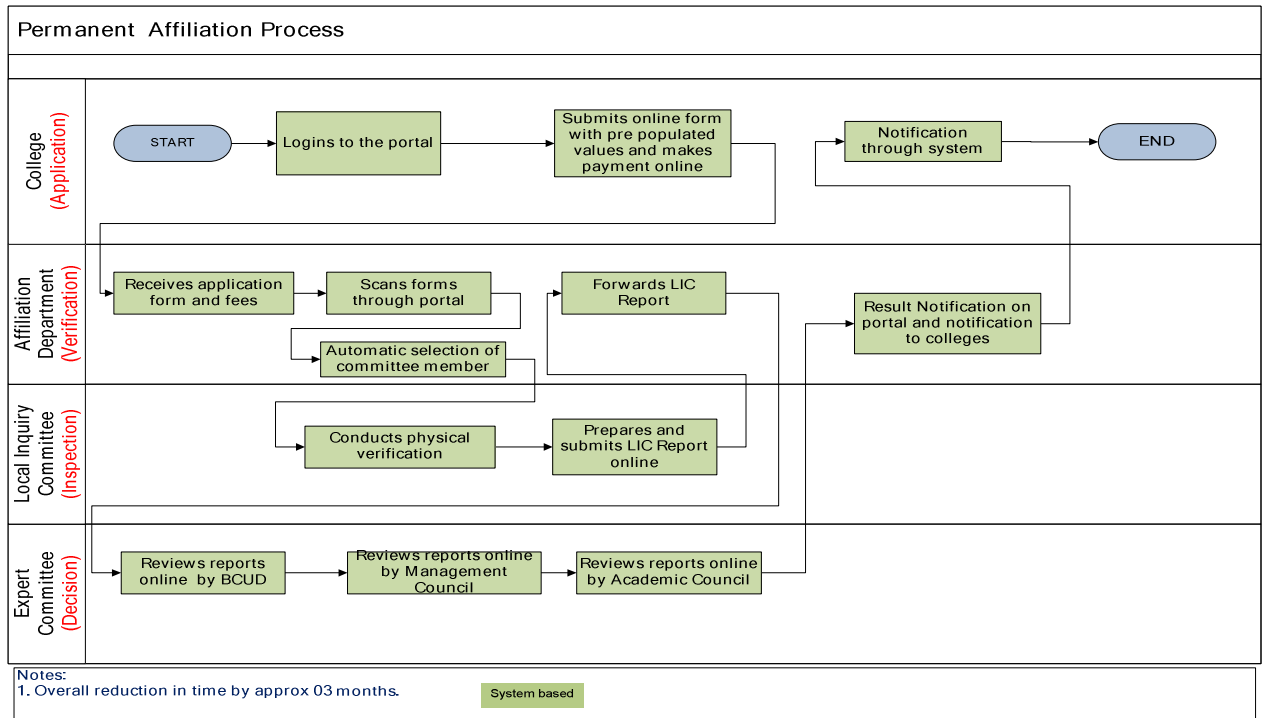


3. Permanent Affiliation

This process is applicable to the institutes that want to apply for Permanent Affiliation for any Course / Subject/ Division. For any institute to apply for Permanent Affiliation, the existing Program /Division / Subject should have completed atleast 5 years.

Below are list of activities typically undertaken -

- The institutes willing to apply, are required to submit the application form for Permanent Affiliation, in person, along with the required documents and fees to the University.
- The Affiliation department, after receiving the applications, conducts scrutiny of all the forms to ensure validity and completeness as per the requirements of the application.
- The Affiliation department appoints an Expert Committee to conduct a physical verification of the institute(s).
- The Local Inquiry Committee conducts a site visit and prepares the Local Inspection Committee report (LIC) report as per the guidelines from University of Mumbai and submits the same to the Affiliation department.
- LIC report is further sent to BCUD, Academic council and Management council seeking their review and approvals.
- As per the remarks received from BCUD, Academic council and Management council, the Affiliation department informs the respective institutes about the final decision.



4. Monitoring of Affiliated Colleges / Institutes – Currently, this process is only undertaken when there is a notification / application by the affiliated colleges that either want to apply for new affiliation, continue their affiliation or apply for permanent affiliation.

This module should allow Affiliation department to conduct random verifications for all kinds of affiliated colleges during any point in time (after the institute has been granted a permanent affiliation status).

Required Features / Functionalities -

The entire Affiliation solution offered by the bidders should cover the following main modules / features –

- Application Receiving Processing – Submission of the application form as well as the supporting documents online
- Fee Payment / Collection – Payment Gateway integration
- Compliances to colleges

- Post Compliance process
- BCUD/Academic Charts/ Management Council/Inspection Committee – Hierarchy based approval mechanism including all the approving authorities
- LIC/LEC – Provision of random allocation of Inspection / Inquiry / Expert Committee, online filling and submission of inspection reports. A provision to be made for the applicant to view the status of the inspection report along with its compliance with respect to the parameters specified therein.
- Online Reports / MIS / Dashboard – A provision to be made for reports and dashboard to be made available to all the stakeholders and senior management for statistical purposes and decision making
- Built –in SLAs – SLAs to be defined and built-in at the backend, for all stages within the process.
- Alert mechanism – For institutes as well as departments involved
- Other features –
 - Provision to have a unique ID/Key generated for affiliation of each subject at the time of application submission
 - Provision to upload the photographs of college infrastructure (e.g. front gate, classrooms, labs, library etc.) and to capture the latitude-longitude of the college as per the requirement of the application

5.2.2 Teacher Recruitment and Promotion Solution

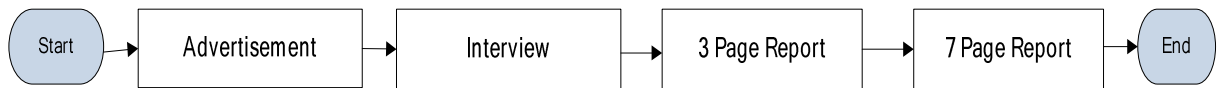
The university's Teachers Appointment and Approval Section – College Teachers and Teachers Appointment and Approval Section – University Teachers section is looking for a comprehensive teacher recruitment and promotion solution covering all aided, un-aided, minority and non-minority colleges.

TAAS – CT means Teaches Appointment and Approval Section (College Teachers)

TAAS – UT means Teaches Appointment and Approval Section (University Teachers)

The solution should typically cover the following functionalities –

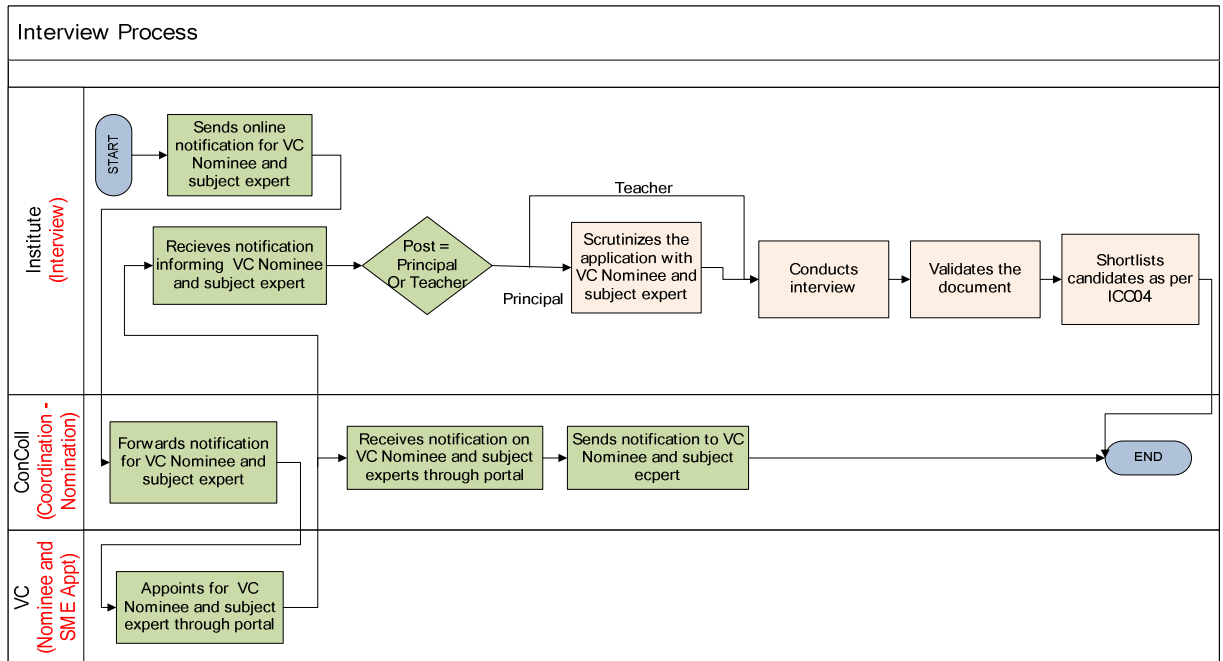
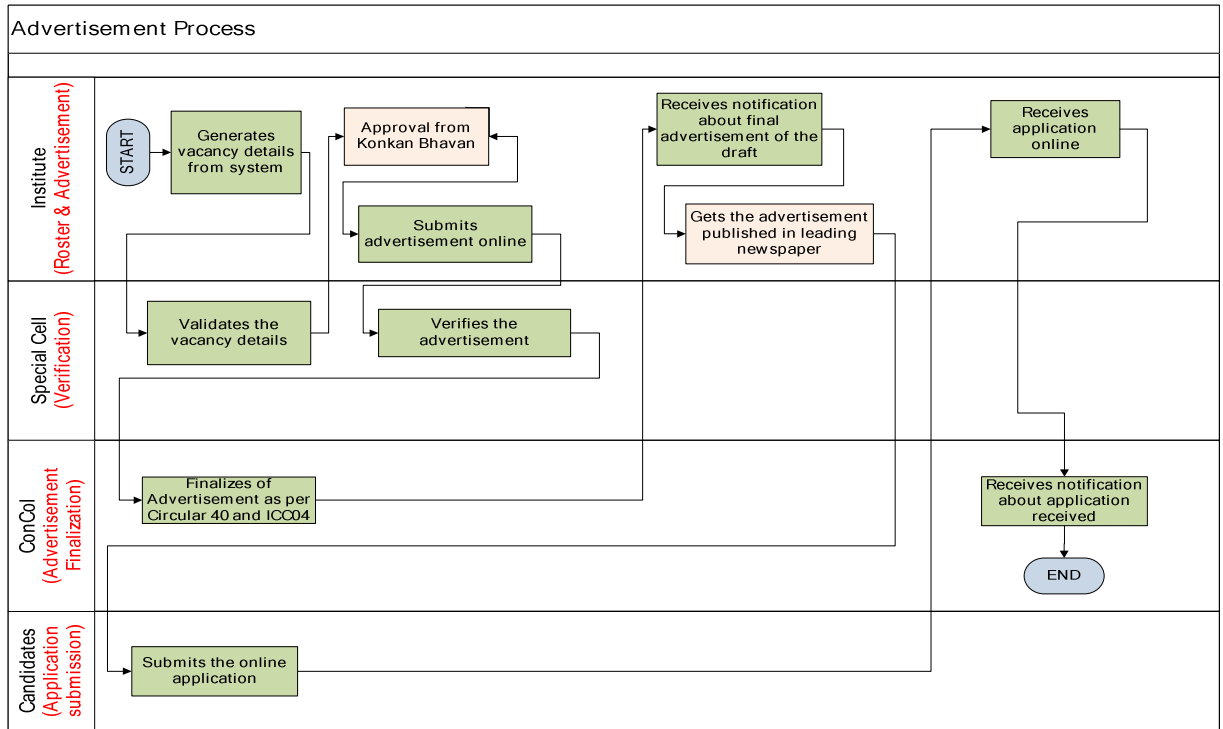
TAAS - CT Recruitment: Following are the activities typically undertaken in the college teacher and principal recruitment process



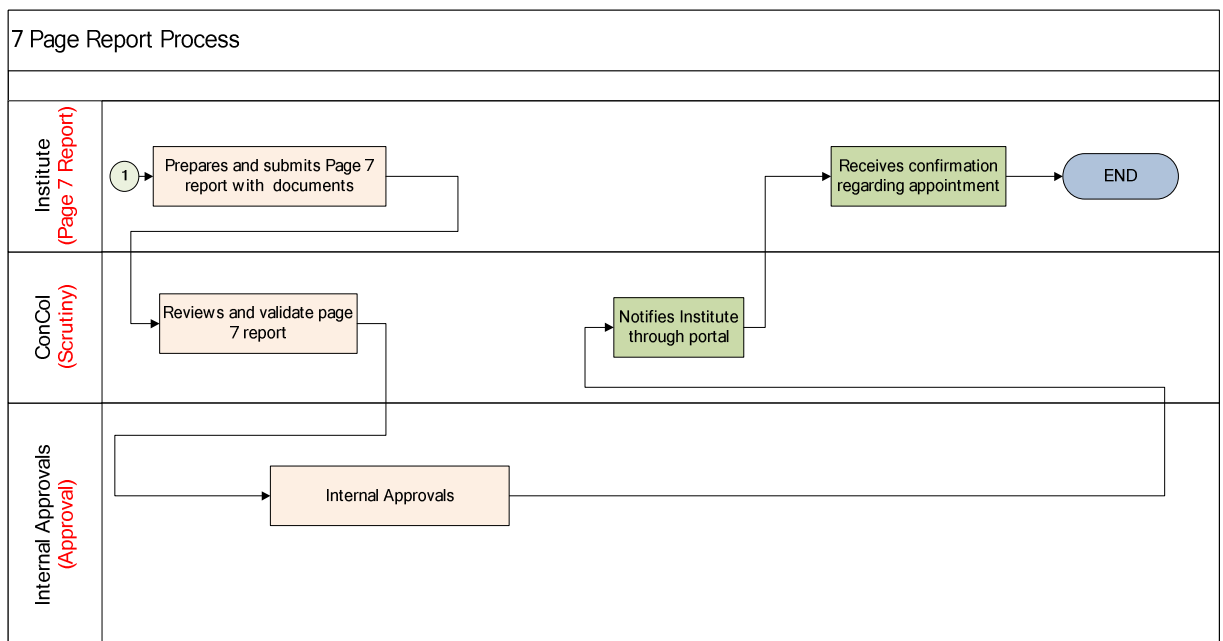
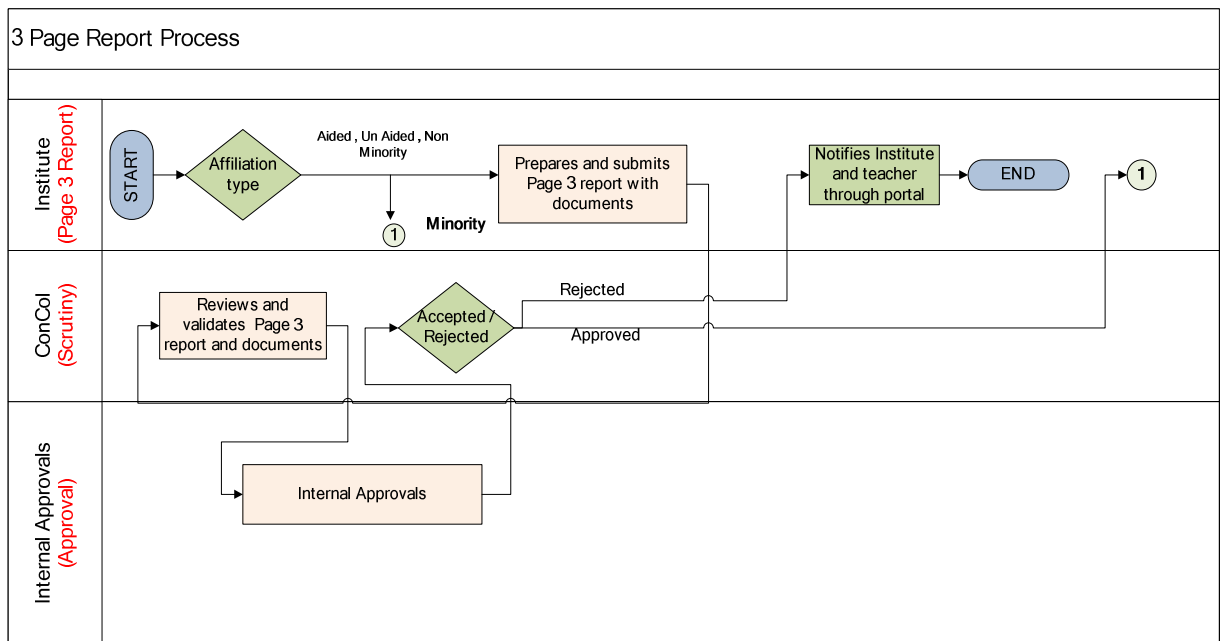
1. Preparation of a report giving the details of the vacancies across each college. Generation of the vacancy report from the system giving the number of teachers to be recruited and seeking an approval from Konkan Bhawan on the same.
2. Preparation of the advertisement draft and verification as per Circular 40 and ICC40 by the TAAS – CT, of the university.
3. Publishing the advertisement in leading newspapers.
4. Submission of application forms by candidates.
5. Appointment of a VC Nominee and Subject Expert by the Vice Chancellor and notification to the TAAS - CT.
6. Conducting the interviews, verify the documents for all applications and shortlist candidates as per ICC04.
7. Report Preparation and Notification of the final result –

In case of Aided / Un-Aided / Non-Minority college – A 3 Page Report is prepared in case the candidate has applied to Aided / Un-Aided / Non-Minority college; verification and approval of the 3 Page Report is done as per the hierarchy - Junior Clerk , Senior Clerk , Head Clerk , Superintendent, Assistant Registrar , Deputy Registrar , BCUD Director , Registrar , PVC , VC. Further to the approval given by the Vice Chancellor, a notification is sent to the concerned college to prepare the 7 Page Report. The same process is followed for the 7 Page Report as well and the final decision after the approval as per the hierarchy defined above is communicated to the concerned college.

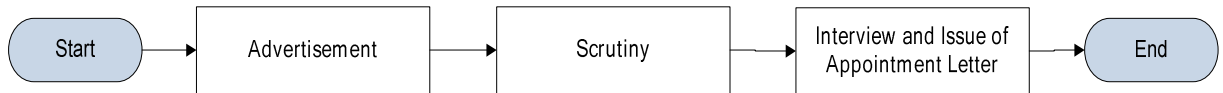
The illustrative process maps for various stages within the college teacher appointment process are depicted in the picture below –



RFP for Selection of Agency to Design, Develop / Customize, Implement and Maintain end-to-end Affiliation, Teacher Appointment & Promotion Solution

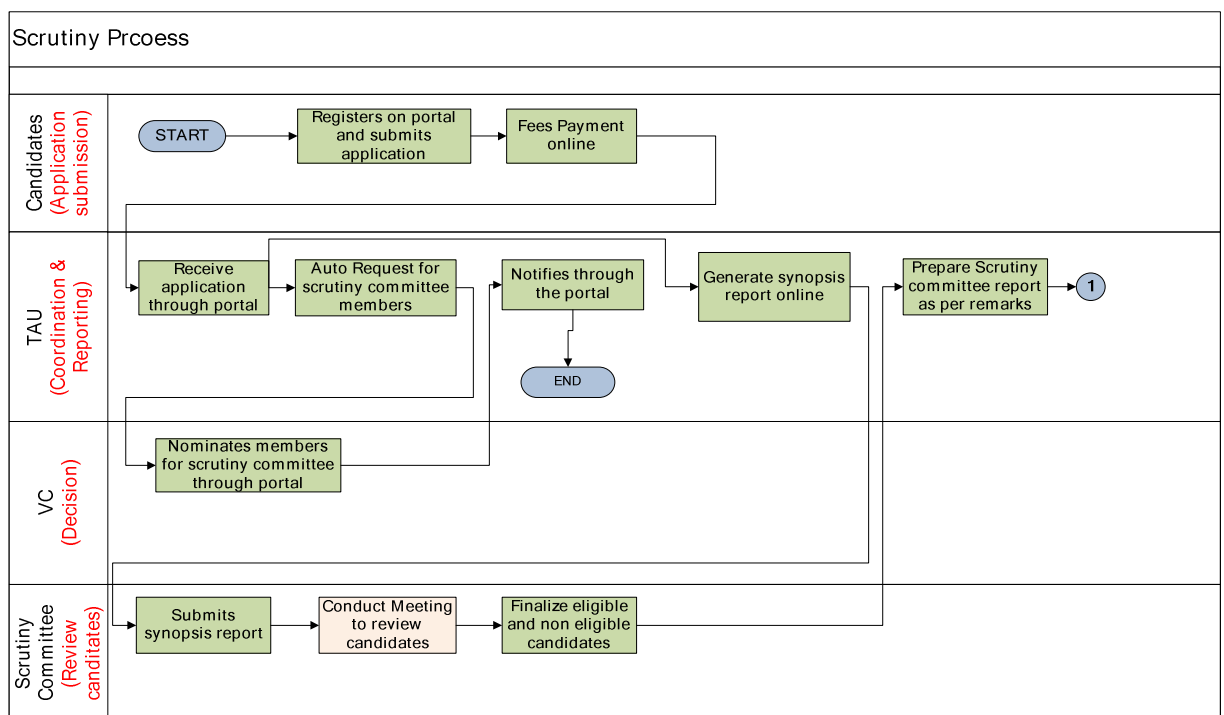
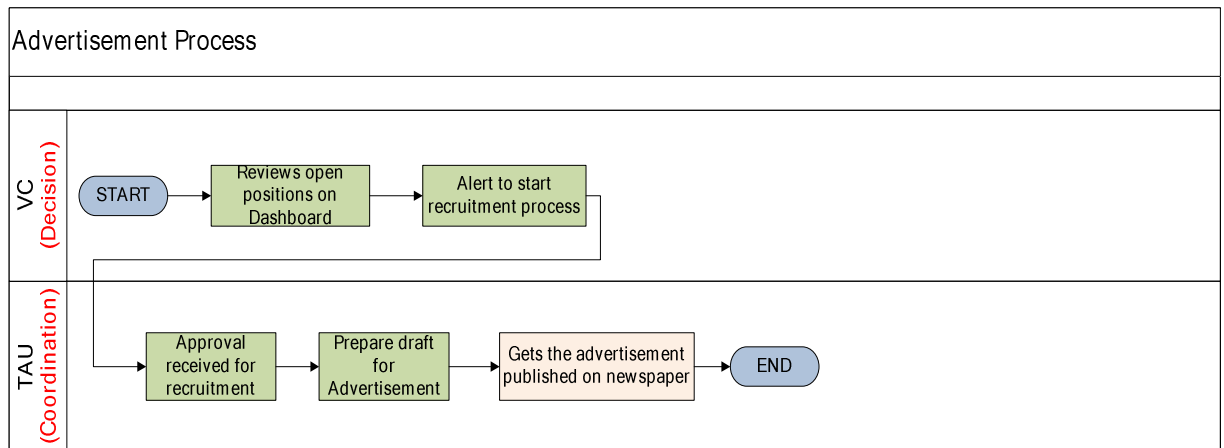


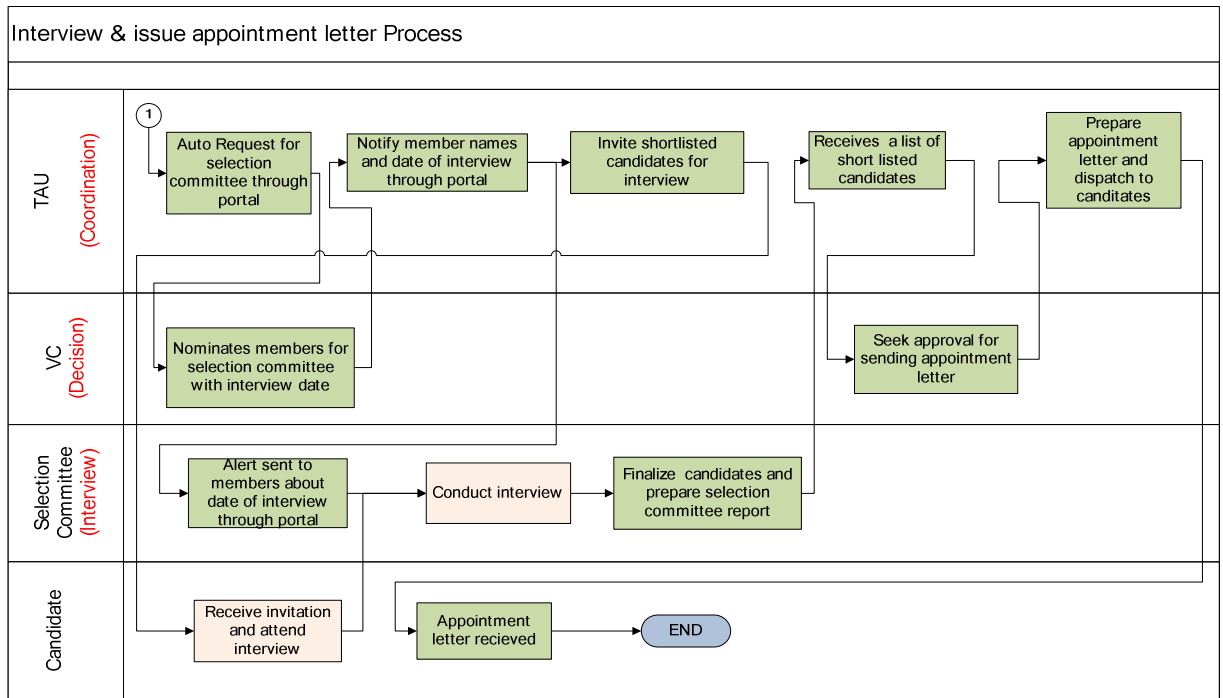
TAAS - UT Recruitment: Following are the activities typically undertaken in the university teachers' recruitment process –



1. The Teachers Appointment Section – University Teachers section prepares a list of open positions for university teachers.
2. The Teachers Appointment Section – University Teachers section prepares an advertisement draft, post an approval by the Vice Chancellor, on vacancies.
3. The advertisement is published in the leading newspapers.
4. Submission of application forms and requisite fees by the candidates.
5. Appointment of a Scrutiny Committee by the Vice Chancellor and scrutiny of the application forms by the committee.
6. The Teachers Appointment Section – University Teachers, prepares a report (with list of eligible and non- eligible candidates), as per the remarks given by Scrutiny Committee.
7. Appointment of Selection Committee by the Vice Chancellor.
8. Scheduling of interviews for eligible candidates.
9. Conducting interviews and preparation of the final list of selected candidates based on the feedback given by the Selection Committee.
10. Final approval from the Vice Chancellor before releasing the appointment letters to the successful candidates.

The illustrative process maps for various stages within the university teacher appointment process are depicted in the picture below -



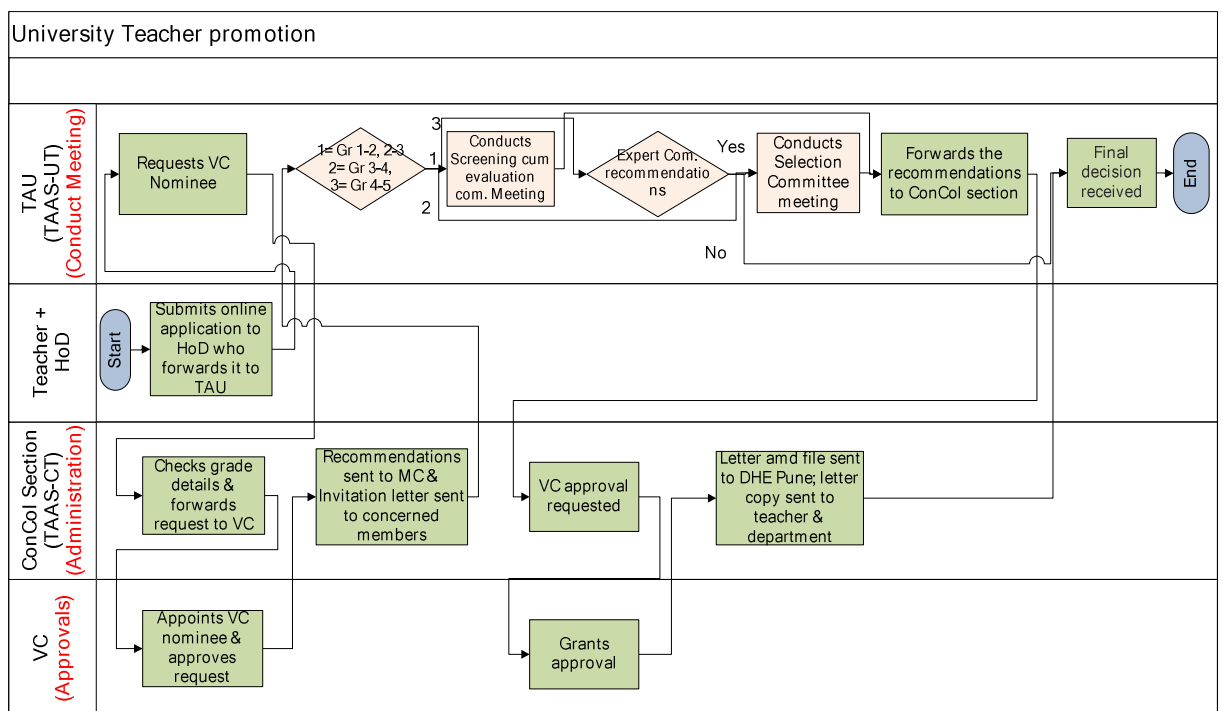


University Teachers’ Promotion: The university teachers’ promotion process encompasses the following activities –

1. Submission of application by the teacher, to the concerned HoD.
2. Submission of application to the TAAS - CT.
3. Verification of the grade details and appointment of VC Nominee.
4. Sending the recommendations to Management Council for approval & Invitation letter sent to concerned members after MC approval.
5. If application for promotion from Grade 1 to Grade 2 or Grade 2 to Grade 3, a meeting of screening cum evaluation committee to review applications
 - i. TAAS – UT, receives the recommendations of the screening cum evaluation committee and seeks Vice Chancellor’s approval.
 - ii. A letter along with the application file submitted to Director Higher Education (DHE) Pune; in addition, the letter copy is forwarded to teacher & department.

- iii. Teachers Appointment Section – University Teachers, conveys the final decision to the applicant.
- 6. If application is for promotion from Grade 3 to Grade 4, a meeting of selection committee is conducted to review the application, rest of the process is similar as per point 5 above.
- 7. If application is for promotion from Grade 4 to Grade 5, a meeting of university Experts Committee is conducted to review the application, rest of the process is similar as per point 5 above.

An illustrative process map for the university teacher promotion process is depicted in the picture below -



College Teachers’ Promotion:

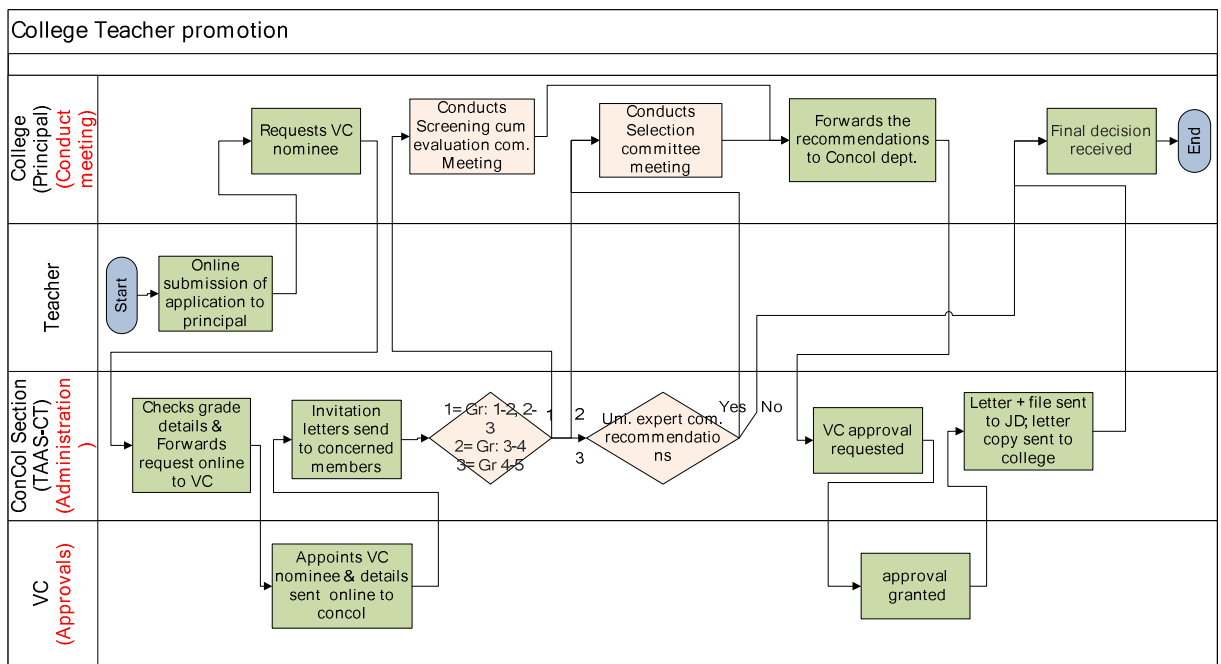
1. Submission of application to college principal and preparation of the complete file including service details and proof of minimum requirements.
2. Receipt of application for promotion, subject to minimum requirements fulfilment.

3. Verification of promotion grade details and submission of request for VC Nominee.

4. Appointment of a VC Nominee and notification to Teachers Appointment Section – College Teachers. The rest of the process is same as described in the University Teachers’ Promotion above.

A college-wise master database to be designed, to make the information regarding designation and qualification-wise teacher count, readily available for each college and university.

An illustrative process map for the college teacher promotion process is depicted in the picture below -



Required Features / Functionalities -

The entire Teacher Recruitment and Promotion Solution offered by the bidders should cover the following main modules / features –

- A provision for applicants to check the vacancies across various colleges and university through the portal.
- A provision for colleges / university to identify and select any applicant who has been interviewed but not appointed for a particular course, after the interview. For Example – A college at a remote location can identify a candidate for a possible vacancy in Physics department based on the fact that the candidate has been interviewed in the past but has not been appointed. The college can get in touch with the candidate in order to check for his / her willingness to join.
- **Application Receiving and Processing** – Submission of the application form as well as the supporting documents (Minimum Requirements) online.
- **Fee Payment / Collection** – Payment Gateway integration.
- **Screening cum Evaluation Committee / Selection Committee / University Experts Committee, VC etc. as detailed in the process above** – Hierarchy based approval mechanism including all the approving authorities as specified above.
- **3 Page Report & 7 Page Report** – Provision of online filling and submission of the reports as per the process detailed above. A provision to be made for the applicant to view the status of the report along with its compliance with respect to the parameters specified therein.
- **Online Reports / MIS / Dashboard** – A provision to be made for reports and dashboard to be made available to all the stakeholders and senior management for statistical purposes and decision making.
- **Built –in SLAs** – SLAs to be defined and built-in at the backend, for all stages within the process.
- **Alert mechanism** – For Teachers Appointment Section – College Teachers / University Teachers, applicants and departments involved.

- A provision to have a unique ID for each application at the time of application submission.
- A provision to generate multiple dynamic reports based on various inputs by the end user, for data analysis. This is to be provided for all in scope modules for Affiliation solution as well as College Teachers Principal and University Teachers Recruitment and Promotion.

5.2.3 Enterprise Content Management System

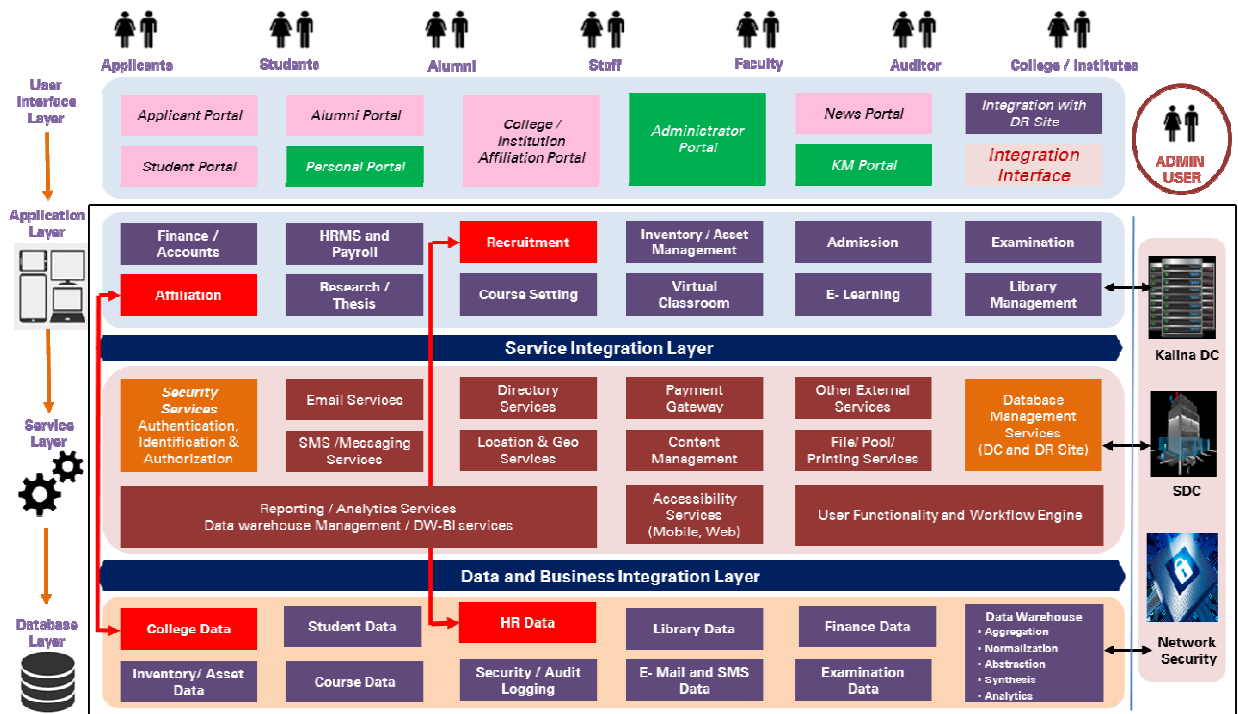
The proposed solution should include the Enterprise Content Management System with following functionalities:

1. The system should be platform independent and should support both Linux and Windows platform both with and without virtualization.
2. The proposed system should support multiple database like MSSQL, Oracle, PostgreSQL etc.
3. Support open, scalable, Multi-tier architecture with each tier fully independent with support for clustering.
4. Inter-operability - The system shall support interface with other open-standard systems / applications
5. The solution should be compliant to Content Management Interoperability Services (CMIS) and other open source standards.
6. The system should support search based on multiple criteria's like indexed search, keyword search, search based on content category etc.
7. The system should manage lifecycle of content through retention, storage, retrieval and destruction policies along with tracking and managing of physical location of the content.
8. The solution should have configurable multiple levels of access rights (Delete/Edit/View/ Print/ Copy/ Download) at user/group level. It should also support Application based rights.

- The System shall have audit trail to maintain history of all transactions performed on the system. The system shall support Extensive Audit-trails at user, Folder and Cabinet levels.

5.3. Proposed Enterprise Architecture & Metadata Design

The proposed Enterprise Architecture for University of Mumbai is depicted below (Affiliation and Recruitment highlighted).



User Interface Layer – specifies the point where the end users / target users will interact with the Portal. It represents the front end of the system and contains the actual GUI elements that users view and click

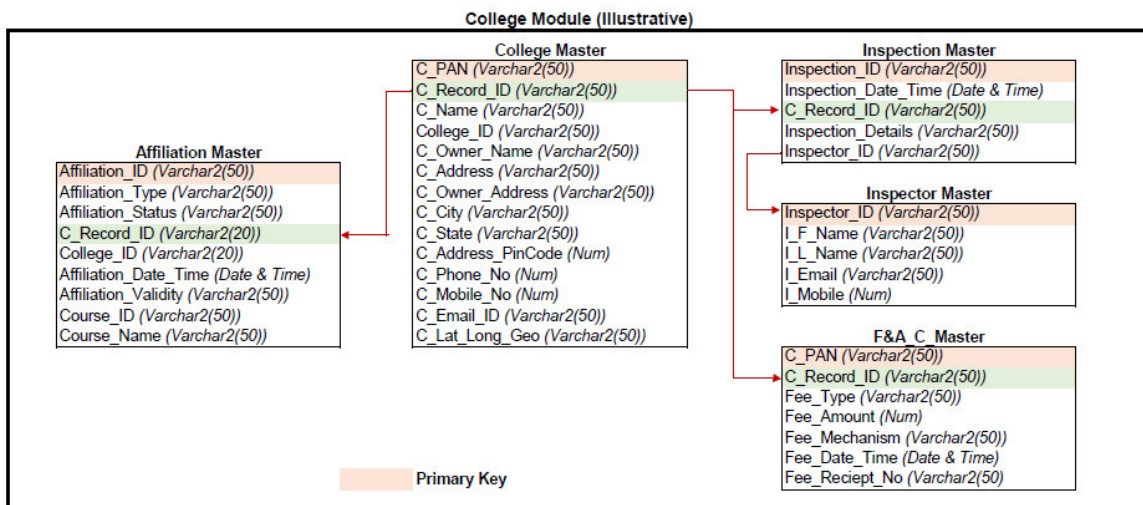
Application Layer - specifies how the functionality of a component can be accessed, or which functionality the component requires from its environment. The application layer exposes an application service to the environment / end users

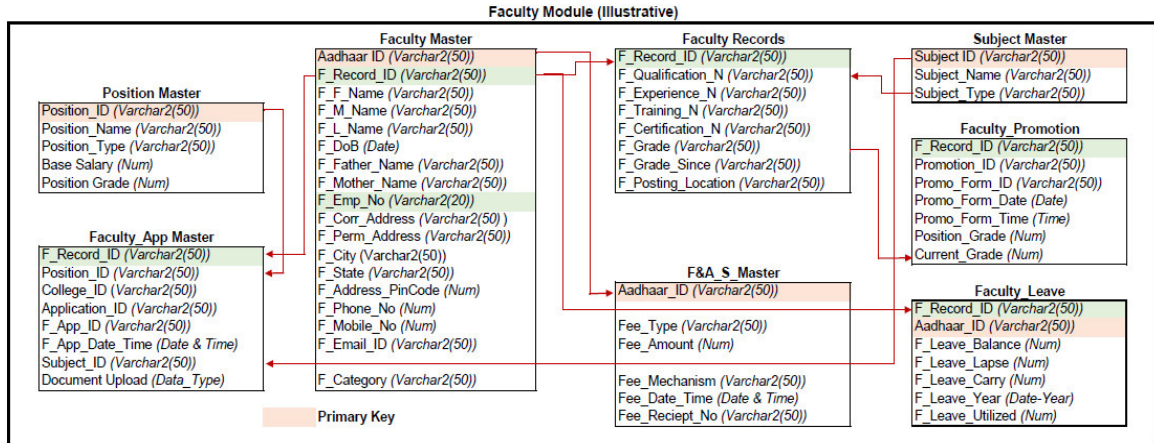
Service Integration Layer - provides the capability to mediate which includes transformation, routing, and protocol conversion to transport service requests from the end user to the correct application. It supports the capabilities such as routing, protocol support and conversion, messaging/interaction style, service interaction, service enablement, service virtualization, service messaging, message processing, and transformation

This layer may use Application Programming Interface (API) Calls or Integration Applications, available in the market, to enable integration between various modules and route a request to appropriate application

Database Layer – unifies the communication between a computer application and databases such as SQL Server, DB2, MySQL, PostgreSQL, Oracle or SQLite

An indicative Metadata Model for College and Teacher Module is depicted below -





While the diagrams above provide an illustrative static view of the Metadata, the proposed solution is expected to include temporal aspects of data, so as to maintain historical and time-based data associated with each entity. For example, the same college may, for the same courses, have to renew affiliations for successive years.

This information for each year should be maintained and easily retrievable in the system.

The proposed application should be in a position to get integrated with other Enterprise Applications in future.

5.4. Detailed Scope

5.4.1 Dashboard and Management Information System (MIS)

The solution should also have a provision for making Dashboards (real – time) / MIS reports available to appropriate authorities at any point in time for efficient tracking and decision making.

5.4.2 Help Desk Support

1. The bidder would be responsible for providing Help Desk Support
2. The bidder should arrange for the necessary physical and IT infrastructure along with a toll free number for setting up the Help Desk
3. The help Desk should be functional on all working days from 9:30 AM to 6:30 PM

4. An online ticketing system needs to be developed to log the incidents and queries and track timely evaluation of the same
5. The application should generate detailed reports on status of the complaints logged
6. The Help Desk shall guide the Government officials as well as Applicants on effective usage of the system

Help Desk Support Resource Qualification & Experience	<ul style="list-style-type: none">▪ The resource should have work experience as helpdesk support.▪ Should have working knowledge of IT Service desk.▪ Proficient in MS office and Internet Based Project Management▪ Effective verbal communication skills (English, Marathi and Hindi)
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5.4.3 Training

The successful bidder must provide the training and documentation for all users of the system across the University as well as registered external users like Colleges and Teachers.

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

1. Defining overall training requirements in consultation with University of Mumbai .
2. Preparation of training plan, schedule etc.
3. Make provision of self-guided online training modules accessible over web or offline.
4. Plan and impart training for trainers.
5. Preparation of training guides / user manuals for the application and installation manual and administration manual.

6. Documentation to be provided to University of Mumbai in electronic medium and Booklet in binding form.
7. Bidder is required to provide training manuals and interactive video tutorials for all the modules and applications of the customized solution as per the University requirements. The manuals should be updated as and when features/ functionalities in the system changes.
8. Based on the skills of the users, the bidder has to provide comprehensive training, recommend approach for the same.
9. Bidder is required to provide application software training to end user. The classroom trainings can be provided at taluka level / district level / as mutually decided by the bidder and University of Mumbai.

5.4.4 On-Site Support

The bidder shall also be required to provide onsite support for on-boarding, training and hand-holding as and when required.

Application Rights and Licenses

The bidder by way of provisioning of the solution, grants **unlimited and perpetual users license** to University of Mumbai internal as well as external users **with unrestricted access** to all the features of the complete solution including any offline / pre-activity / post-activity features.

The solution is currently envisaged to be implemented at University of Mumbai. University of Mumbai shall also own the Intellectual Property Rights (IPR) of the newly developed applications along with the source code after successful tenure of contract. The bidder shall make necessary provisions to grant perpetual and unlimited user license for University of Mumbai internal and external users for the existing solution if any. Apart from the solution Licenses, the bidder has to provision for all licenses required for hosting and maintaining the software solution for the entire period of the contract including, but not limited to Operating System, System Software, Database, Application Software etc.

The system being developed for University of Mumbai may be extended in future to all other universities of the state.

Data Collection and Migration

The bidder in collaboration of University is advised for master data collection, data entry and incorporation of the same in the system for all colleges and teachers under jurisdiction of University of Mumbai .

The successful bidder, under guidance of Mumbai Univeristy, shall have to ensure data digitization / migration of data related to each of the existing colleges and teachers (both Universities and colleges).

5.5. Timeline, Deliverable and Payment Schedule

The bidder will be responsible to Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation and Teacher Appointment & Promotion Solution for University of Mumbai , for a period of 5 years within given timeframe from the issue of work order.

T = Date of Issue of Work Order

Sr. No.	Stage	Deliverables	Timeline (in Weeks)
Phase 1: Affiliation			
1.	<p><u>System Study</u> Conduct System Study, Gap Analysis and BPR required.</p> <p>Preparation of SRS, System Design Document (SDD) and its finalizations, University of Mumbai Sign off Software Requirement.</p> <p>Submit the SRS (Software Requirement Specification) document to University of Mumbai for a signoff.</p>	SRS, SDD and System Study Report	T – T + 3

Sr. No.	Stage	Deliverables	Timeline (in Weeks)
2.	<p><u>Customization and Development</u> Includes Design, Customize, Procure, Supply, Integrate, Commissioning, Licensing, Configuration, and Deployment of proposed solution</p> <p>Activities to be performed includes, Data Collection and Migration (under process files), Merging Historical Data, Deployment, testing and UAT with relevant University of Mumbai signoffs.</p>	Customized Solution, Test Cases and Data Migration	T+ 3 – T+6
3.	<p><u>Installation & Pilot Run</u> Real time testing of Application.</p>	Pilot Project Report	T+6
4.	<p><u>Third Party Security Audit of Application and web portal</u> This includes the fixing defects and procuring the security audit certificate.</p>	Audit Certificate	T+ 8
5.	Go-Live of Application		T+ 9
6.	Data Digitization / Migration of legacy data		T + 13

Sr. No.	Stage	Deliverables	Timeline (in Weeks)
Phase 2: Rest of the Solution			
1.	<p><u>System Study</u> Conduct System Study, Gap Analysis and BPR required.</p> <p>Preparation of SRS, System Design Document (SDD) and its finalizations, University of Mumbai Sign off Software Requirement.</p> <p>Submit the SRS (Software Requirement Specification) document to University of Mumbai for a signoff.</p>	SRS, SDD and System Study Report	T – T + 6
2.	<p><u>Customization and Development</u> Includes Design, Customize, Procure, Supply, Integrate, Commissioning, Licensing, Configuration, and Deployment of proposed solution</p> <p>Activities to be performed includes, Data Collection and Migration (under process files), Merging Historical Data, Deployment, testing and UAT with relevant University of Mumbai signoffs.</p>	Customized Solution, Test Cases and Data Migration	T+ 6 – T+12
3.	<p><u>Installation & Pilot Run</u> Real time testing of Application</p>	Pilot Project Report	T+13

Sr. No.	Stage	Deliverables	Timeline (in Weeks)
4.	<p><u>Third Party Security Audit of Application and web portal</u></p> <p>This includes the fixing defects and procuring the security audit certificate.</p>	Audit Certificate	T+ 15
5.	Go-Live of Application		T+ 16
6.	Data Digitization / Migration of legacy data		T + 24
7.	<p>Hosting and Application Maintenance Support for Five years post Go-Live</p> <p>Includes product upgrades and maintenance, hosting support and Helpdesk support for a period of 3 years.</p>	Quarterly Progress Report	Quarterly (for five years post Go-live of phase 1)

5.6. Payment Schedule

Payment Schedule

A. Payment Schedule of Factor 1 Cost

Sr. No.	Milestone	Payment
1.	Mobilization Cost on signing the contract	10% of the factor 1 cost
2.	Pilot of Affiliation Module	20% of the factor 1 cost
3.	Go – Live of Affiliation Module	20% of the factor 1 cost

4.	Pilot of the Teachers Appointment and Promotion Module	20% of the factor 1 cost
5.	Go – Live of the complete application	30% of the factor 1 cost

All payments will be made after satisfactory report obtained from the technical committee, established for this purpose by the University of Mumbai .

Recurring Charges (Factor 2 & Factor 3) as mentioned in the Financial Bid towards day-to-day operations on monthly/quarterly basis as decided and finalized in MoU.

Any Other module/routine not listed in the financial aspects for software under consideration may be charged by the Agency extra as per the mutually decided financial and other terms and conditions.

Service Tax etc. shall be charged at actual.

5.7. Documentation

The selected agency may provide the following documents as desired and applicable preferably in soft copies.

1. A Detailed Project Plan
2. Fortnightly progress reports
3. System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, application security requirements.
4. Training Manuals
5. User manuals containing a detailed explanation of all applicable modules
6. Installation Manuals, Operational Manuals and Maintenance Manuals

7. Test Cases, UAT Test Cases and Reports
8. Security policy and procedure for software including password security, logical access security, operating system security, data classification, and application security and data backups (Security compliance checklist)
9. AV Presentations / Video Tutorials including self-learning modules of the working of the solution. This shall be used to inform the working of the solution to applicable officers and staff at the university
10. Security Audit Report for conducting Vulnerability Assessment and Penetration Testing for the proposed hardware, in production environment
11. Security Audit Report for conducting Web Application security Testing for the proposed solution, in production environment

Both the security audit reports (10 & 11) should be submitted by the bidder one week prior to the Go-Live of the applications. These reports should contain the closure status of the gaps identified.

Both these audits should have been conducted by a Cert-IN empanelled body / organization.

5.8. Technical Requirements

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

- a) The solution should be web-based application based on multi-tier architecture.
- b) The solution should be compatible and be able to get integrated with various open standards, technologies, plug and play solutions etc. and should not be restricted to any other sections of University of Mumbai in using the solution data for any other applications.
- c) The system's development environment and databases should not restrict the concerned department from using the application or data in any future applications.

- d) The solution should support bilingual (English and Marathi) and should be UNICODE compliant supporting screens, data entry, search facilities, reports etc. The solution should adhere to all the mandatory guidelines by GoI.
- e) The application should be interoperable, portable and scalable towards applications, services, interfaces, data formats and protocols.
- f) The solution should be browser, platform independent.
- g) The portal shall be accessible through mobile and other handheld devices like iPad; tablets etc. and the pages shall adjust suitably as per the device.

5.9. Security Requirements

The successful bidder needs to provide details of the solution design that would enable them to meet the below mentioned security requirements. The bidder should obtain the security certificate for the solution offering after getting the solution security audited by a Cert-IN empanelled agency. The solution must use the Public key Infrastructure (PKI) for security, verification and audit. The application must comply with OWASP top 10 vulnerabilities, SANS top 20 vulnerabilities and PCI-DSS requirements for Payment Gateway integration. The provided application should not store any credit card or financial data of any customer.

The bidder should submit the compliance checklist that the solution has adequate security measurements to prevent the following threats.

The threats to an electronic application can be classified into:

- i. Integrity violations
- ii. Confidentiality violations
- iii. Masquerading or impersonation
- iv. Non-repudiation
- v. Time-integrity violations
- vi. Non-verifiable evidence
- vii. Denial of service.

a. User Registration

Integrity violation: Malicious parties may change, alter, or delete the registration form submitted by the potential applicant.

Confidentiality violation: The registration forms submitted by a potential applicant may contain company sensitive information. A malicious party may gain access to this material.

Masquerading or impersonation: A malicious party may provide invalid information, including a false name, in the registration form in an attempt to receive a user identity and credentials on the Solution. A malicious party may attempt to impersonate a valid potential applicant in order to prevent them from gaining user identity and credentials on the solution.

Non-verifiable evidence: A potential applicant may deny the validity of information specified in the registration form at a later time.

b. Application submission and Online display of Application and Approval process

Integrity violation: A malicious party may alter the application specification document or any information. Thus applicants may submit applications for the wrong project or fail to complete all requirements. A malicious party can change, alter, or delete a submitted application prepared by the applicant.

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

Time-integrity violation: A malicious party may alter the time on the server causing manipulations in the application submission and approval time.

Masquerading or impersonation: A malicious party may impersonate the application and issue false information, causing applicants to waste time and money in re-preparation of submission documents including drawings. A malicious party could also generate fake entries pretending to be actual staff and thus causing applicants to produce invalid application submissions. A malicious party can submit a

false application under the name of a legitimate applicant. The legitimate applicant may not be able to deny ownership of this false application.

Denial of service: The server may be down due to a denial of service attack or technical failure.

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

Repudiation: Either applicant or the departments can deny access to content or time of submitted application document causing a dispute between the concerned departments and applicants.

c. Archiving

Integrity violation: A malicious party can alter, or delete stored documents and logs. This will become an issue if a dispute occurs.

Confidentiality violation: Sensitive information may be stored in archival file. A malicious party may gain access to these file/s after a period of time.

d. Other Security Requirements

- **Virus Attack:** This shall include malicious code infection of any of the desktops/servers in the network.
- **Denial of Service Attack:** This shall include non-availability of service.
- **Data Theft:** Compromise of any kind of data through network.
- **Intrusion:** Successful / unsuccessful unauthorized access to the Solution / network resulting in loss of confidentiality / Integrity / Availability of data and other features of the solution.
- **Other requirements for system security shall include (but not limited to):** Adherence to the requirements of the concerned departments and University of Mumbai

- Encryption of Data during transfer through the network so as to minimize the scope of compromise of citizen information

5.10. Security Audit and Application Audit

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

5.11. Hosting and Maintenance

- a) It is the responsibility of the Bidder to host the solution at a secured Data Centre identified by the bidder as part of this RFP. It is expected that the application and all the modules as per this RFP needs to be hosted on advanced, robust, highly reliable, scalable and secured cloud based environment.
- b) It is the responsibility of the Bidder to provide on Cloud services such as compute, storage,
- c) Software, supporting IT components via a Cloud Service Provider (CSP) required at the Data Centre (DC)/ DR as part of this bidding document.
- d) It should be noted that the Bidder is expected to bear all costs for hosting the application via the CSP at its Data Centre as per the requirement of the RFP documents including the SLA.
- e) All the software used for University of Mumbai shall be licensed to MU and will be the property of MU Post handover. The licenses shall be perpetual Post handover.

- f) All the data created/captured under this project shall also be the property of the MU.
- g) The proposed solution is to be hosted on Cloud Infrastructure. The Bidder is responsible for hosting of this solution and all correspondences with the Cloud Infrastructure Service Provider.
- h) The bidder needs to ensure that appropriate sizing is done for storage and maintenance of the application for use to all users for the duration of the contract. Due to dynamic data sizes, the storage needs to be scalable with a provision to add disk space on the fly.
- i) It is also possible that the entire load of applications / registrations comes at any one point in time. The bidder is notified to factor in the requirements considering more load of transactions, than specified in this RFP.
- j) The preferred hosting approach for Cloud Based storage and retrieval for proposed solution is to have an enterprise wide managed hosted solution that shall host solution, data, and related storage that is scalable based on the requirements. The managed hosted solution will reside in a Tier III Data Center, and Data Recovery which will be on a secure Cloud within India.
- k) The Bidder should adhere and comply with all related Government policies released from time to time.
- l) The Bidder shall provide for the bandwidth needed to meet the portal requirement in sizing consideration. Depending on the bandwidth usage the bidder needs to provide monthly usage details and MU can decide upon increase or decrease of bandwidth requirements. Bandwidth provided should be redundant at every level.
- m) It is the responsibility of the bidders to quote for and provide all the infrastructure and applications for meeting all the requirements and SLAs of the RFP. In case it is found that additional infrastructure and applications are required for meeting the RFP requirement and the same has not been quoted by the bidder, the bidder shall provide all such additional infrastructure/applications at no additional cost.

5.12. Operational Acceptance

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

1. The bidder must ensure the application and all its related information hosted at the Data Center should be under secured environment based on GoI regulatory requirements and leading industry standards
2. In the Go-Live phase, bidder will have to manage and roll out a beta stage where the system will be made available and restricted only to the users in the department through an appropriate mechanism on the web, and conduct user acceptance testing of the system based on test cases developed by the bidder in consultation with the relevant departments and validated by University of Mumbai . Based on the test results, required changes will be carried out and tested.

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

5.13. Final acceptance of Application

1. At the end of the application acceptance period, the concerned department will acknowledge the acceptance in writing and approve it for Go-Live. This, however, will happen upon completion of the following:
2. All required activities as defined in the bid document including all changes agreed by concerned department / University of Mumbai and delivered by the successful bidder and accepted by the concerned departments.
3. All required documentation as defined in this bid document including all changes agreed by concerned department / University of Mumbai and delivered by the successful bidder and accepted by the concerned departments.
4. All required training as defined in this bid document and delivered by the successful bidder and accepted by the department.

5. All identified shortcomings/defects in the systems have been addressed to the concerned department's complete satisfaction.
6. The final signoff shall be decided by University of Mumbai based on the first quarterly progress report submitted by the bidder and feedback from end users.

.6. Service Level Agreement

This section describes the service levels to be established for the services offered by the bidder. The successful bidder has to comply with below-mentioned SLAs to ensure adherence to quality, security and availability of service. The bidder should provide adequate tools required to capture the data for SLA verification and will submit the SLA reports on the monthly basis to University of Mumbai.

6.1. Definitions

- a. “Scheduled Maintenance Time” shall mean the time that the system is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during 16x5 timeframe. Further, scheduled maintenance time is planned downtime with the prior permission of University of Mumbai
- b. “Scheduled operation time” means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within SDC will be 24x7x365. The total operation time for the client site systems shall be the business hours of University of Mumbai.
- c. “System or Application downtime” means accumulated time during which the system is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time University of Mumbai and/or its employees log a call with the bidder team of the failure or the failure is known to the bidder from the availability measurement tools to the time when the system is returned to proper operation.
- d. “Availability” means the time for which the services and facilities are available for conducting operations on the University of Mumbai system including application and associated infrastructure. Availability is defined as:
$$\{(\text{Scheduled Operation Time} - \text{System Downtime}) / (\text{Scheduled Operation Time})\} * 100\%$$

- e. “Helpdesk Support” shall mean the support center which shall handle fault reporting, Trouble Ticketing and related enquiries during this contract. The helpdesk support is to be provided from 9:30 A.M. to 6:30 P.M.
- f. “Incident” refers to any event / abnormalities in the functioning of the any of IT equipments / services that may lead to disruption in normal operations of the Data Centre, system or application services.

6.2. Interpretation & General Instructions

- a) The business hours are 9:30 A.M. to 6:30 P.M. on all working days (Monday to Friday including 1st and 3rd Saturday) excluding Public Holidays or any other Holidays observed by University of Mumbai, the bidder however recognizes the fact that University of Mumbai offices will require to work beyond the business hours on a need basis.
- b) "Non-Business Hours" shall mean hours excluding “Business Hours”.
- c) 16x5 shall mean hours between 7.30 am – 11.30 pm on all working days (Monday to Friday including 1st and 3rd Saturday) excluding Public Holidays or any other Holidays observed by the concerned departments.
- d) The availability for a services will be the average of availability across all cloud components rather than on individual component. However, non-compliance with performance parameters for infrastructure and system/service degradation will be considered for downtime calculation.
- e) The bidder shall provide automated tool to monitor and report all the SLAs mentioned.
- f) The SLA parameters shall be monitored on a quarterly basis as per the individual SLA parameter requirements. The bidder is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause.
- g) A Service Level violation will occur if the bidder fails to meet Minimum Service Levels, as measured on a Quarterly basis, for a particular Service Level. Overall Availability and Performance Measurements will be on a

quarterly basis for the purpose of Service Level reporting. An “Availability and Performance Report” will be provided by the bidder on quarterly basis in the University of Mumbai suggested format and a review shall be conducted based on this report. A quarterly Availability and Performance Report shall be provided to the University of Mumbai and the concerned department at the end of every month containing the summary of all incidents reported and associated bidder performance measurement for that period.

The SLAs will prevail from the start of the Operations and Maintenance Phase. However, SLAs will be subject to being redefined, to the extent necessitated by field experience at the user units and the developments of technology practices globally. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. University of Mumbai and the bidder.

Following tables outlines the key service level requirements for the system, which needs to be ensured by the bidder during the operations and maintenance period. These requirements shall be strictly imposed and either University of Mumbai or a third party auditing agency shall be deployed for certifying the performance of the bidder against the target performance metrics as outlined in the tables below.

6.3. General terms of Service level Conditions

- a) Implementation SLAs: These SLAs will be used to evaluate the timelines for completion of deliverables that are listed in the deliverable and payment schedule of Section 5.7
- b) Post-Implementation SLAs: These SLAs will be used to evaluate the performance of the services on quarterly basis.
- c) Payment to the successful bidder will be impacted by the penalty levied for non-performance as per SLA requirements.
- d) The bidder will get 100% of the Invoice value if the all required performance metrics are complied.

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

6.4. Implementation SLAs

- a) Parameters: The SLA parameters for the implementation stage would be directly related to the delivery timelines of the deliverables as mentioned in the Section 5.7, Timelines, Deliverables and Payment Schedule. This would consist of the entire Bill of Materials and the applications system with successful UAT of the same.
- b) Period: These SLAs would be applicable until the concerned department Sign-Offs. The deliverables would be measured at every payment milestone as mentioned in the matrix (Refer Section 5.7)
- c) Penalty Value: For delay of every week in completion & submission of the deliverable, the bidder would be charged with a penalty of 0.5% per week (on the product cost).

Capping: The upper limit of penalty would be capped at 50% of the respective Payment Milestone value. In case the successful bidder reaches 50% of the respective Payment Milestone value in the form of penalty at any point of time during pre-implementation phase, University of Mumbai reserves the right to forfeit the performance bank guarantee and / or invoke the termination clause.

6.5. Post - Implementation SLAs

A.Application Availability

Service Level Description	Measurement								
Service Availability	<p>*Composite Service availability should be minimum 99.9%.</p> <table border="1" data-bbox="699 613 1350 1023"> <thead> <tr> <th data-bbox="699 613 1023 808">Availability over the Quarter</th> <th data-bbox="1029 613 1350 808">% Penalty of Quarterly payment due</th> </tr> </thead> <tbody> <tr> <td data-bbox="699 817 1023 857"><99.9 % & >=99 %</td> <td data-bbox="1029 817 1350 857">1%</td> </tr> <tr> <td data-bbox="699 866 1023 907"><99 % & >=98 %</td> <td data-bbox="1029 866 1350 907">2%</td> </tr> <tr> <td data-bbox="699 916 1023 1023"><98 %</td> <td data-bbox="1029 916 1350 1023">3% for every percentage drop in availability below 98%</td> </tr> </tbody> </table> <p>*Composite Service Availability means availability and performance of infrastructure and application services for proposed Solution on Cloud</p> <p>The bidder must design an effective monitoring tool to measure the availability and should submit a quarterly report on availability to MU.</p>	Availability over the Quarter	% Penalty of Quarterly payment due	<99.9 % & >=99 %	1%	<99 % & >=98 %	2%	<98 %	3% for every percentage drop in availability below 98%
Availability over the Quarter	% Penalty of Quarterly payment due								
<99.9 % & >=99 %	1%								
<99 % & >=98 %	2%								
<98 %	3% for every percentage drop in availability below 98%								

B. Application Support Performance

1. Level 1 Defects: The failure to fix has an immediate impact on the department's ability to service its end users, inability to perform critical office functions or a direct impact on the organization.
2. Level 2 Defects: The failure to fix has an impact on the department's ability to service its user units/ that while not immediate, can cause service to degrade if not resolved within reasonable time frames.
3. Level 3 Defects: The failure to fix has no direct impact on the department's ability to serve its user units, or perform critical office functions.

4. The severity of the individual defects will be mutually determined by the department and bidder.
5. This service level will be monitored on a monthly basis.

Service Level Description	Measurement								
Application Support Performance	<p>Level 1 Defects</p> <p>95% of the Level 1 defects shall be resolved within 5 business hours from the time of reporting full details.</p> <p>This service level will be monitored on a monthly basis.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #f4b084;">Performance over the Quarter (% defects Resolved in stipulated time)</th> <th style="background-color: #f4b084;">% Penalty of Quarterly payment due</th> </tr> </thead> <tbody> <tr> <td><95 % & >=90 %</td> <td>1%</td> </tr> <tr> <td><90 % & >=80 %</td> <td>2%</td> </tr> <tr> <td><80 %</td> <td>3%</td> </tr> </tbody> </table>	Performance over the Quarter (% defects Resolved in stipulated time)	% Penalty of Quarterly payment due	<95 % & >=90 %	1%	<90 % & >=80 %	2%	<80 %	3%
	Performance over the Quarter (% defects Resolved in stipulated time)	% Penalty of Quarterly payment due							
	<95 % & >=90 %	1%							
	<90 % & >=80 %	2%							
	<80 %	3%							
<p>Level 2 Defects</p> <p>95% of the Level 2 defects shall be resolved within 2 working days from the time of reporting full details.</p> <p>This service level will be monitored on a monthly basis.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #f4b084;">Performance over the</th> <th style="background-color: #f4b084;">% Penalty of</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Performance over the	% Penalty of							
Performance over the	% Penalty of								

Service Level Description	Measurement	
	Quarter (% defects Resolved in stipulated time)	Quarterly payment due
	<95 % & >=90 %	1%
	<90 % & >=80 %	2%
	<80 %	3%
	<p>Level 3 Defects</p> <p>95% of the Level 3 defects shall be resolved within 4 working days from the time of reporting full details.</p> <p>This service level will be monitored on a monthly basis.</p>	
	Performance over the Quarter (% defects Resolved in stipulated time)	% Penalty of Quarterly payment due
	<95 % & >=90 %	1%
	<90 % & >=80 %	2%
	<80 %	3%

6.6. Penalties shall not be levied on bidder in following cases

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

.7. General Conditions of Contract

7.1. Draft Master Service Agreement

THIS MASTER SERVICE AGREEMENT (“Agreement”) is made on the <***> day of <***> 20... at <***>, India.

BETWEEN

The University of Mumbai , having its office at 1st floor, M.G. Road, Fort, Mumbai, MAHARASHTRA, INDIA, hereinafter referred to as ‘Nodal Agency’ / ‘Nodal Agency’ or ‘ University of Mumbai ’ or ‘----- ---’, which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company registered as per relevant laws (in case of a Consortium/ SPV, every member) having its registered office at <***> (hereinafter referred to as ‘Master System Integrator/MSI’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS

1. Nodal Agency is desirous to implement the project and maintain it for University of Mumbai for 5 years.
2. In furtherance of the same, Nodal Agency undertook the selection of a suitable Implementation Agency through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated <***>.
3. The successful bidder has been selected as the Implementation Agency on the basis of the bid response, to Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation and Teacher Appointment & Promotion Solution for University of Mumbai.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

7.2. Documents

The following documents attached hereto shall be deemed to form and integral part of the Contract agreement.

- a) The complete bid document including the common set of deviation issued from time to time.
- b) Minutes of the pre-bid meeting standard set of deviations/corrigendum, drawing and instructions issued by University of Mumbai.
- c) Letter of Intent and Work Order.
- d) Any other communications issued prior to signing of this agreement.

7.3. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India.

7.4. Settlement of Disputes

- a) The performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 7.4 (b) shall become applicable.
- b) Arbitration:
 - a. In the case of dispute arising, upon or in relation to, or in connection with the contract between University of Mumbai and the successful bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the University of Mumbai and the successful bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Principal Secretary, IT, Govt. of Maharashtra. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
 - b. Arbitration proceedings shall be held in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

- c. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by University of Mumbai and the successful bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

7.5. Taxes and Duties

The successful bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed. The bidder shall be entirely responsible for all taxes, stamp duties, license fees etc. excluding service tax which shall be paid by University of Mumbai as applicable separately.

7.6. Confidential Information

The University of Mumbai and the successful bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

University of Mumbai shall not use such documents, data, and other information received from the successful bidder for any purposes unrelated to the Contract. Similarly, the successful bidder shall not use such documents, data, and other information received from University of Mumbai for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

7.7. Change in laws and Regulation

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful bidder has thereby been affected in the performance of any of its obligations under the Contract.

7.8. Force Majeure

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of University of Mumbai in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful bidder shall promptly notify University of Mumbai in writing of such conditions and the cause thereof. Unless otherwise directed by University of Mumbai in writing, the successful bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

7.9. Extension of Time

If at any time during performance of the Contract, the successful bidder encounter conditions impeding timely delivery of the Services, the successful bidder shall promptly notify University of Mumbai in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the successful bidder's notice, University of Mumbai shall evaluate the situation and may at its discretion extend the successful bidder's time for performance in writing.

Delay by the successful bidder in the performance of its Delivery and Completion obligations shall render the bidder liable for disqualification for any further bids in University of Mumbai, unless an extension of time is agreed mutually.

7.10. Termination

- a. University of Mumbai may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this GCC Clause 7.12
- b. If the successful bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as University of Mumbai may have subsequently approved in writing.
- c. If the successful bidder becomes (insolvent or goes into liquidation, or receivership whether compulsory or voluntary).
- d. If the successful bidder, in the judgment of University of Mumbai has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e. If the successful bidder submits to the University of Mumbai a false statement which has a material effect on the rights, obligations or interests of University of Mumbai .
- f. If the successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to University of Mumbai.
- g. If the successful bidder fails to provide the quality services as envisaged under this Contract, University of Mumbai may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. University of Mumbai may decide to give one chance to the successful bidder to improve the quality of the services.
- h. If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- i. If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days
- j. In any event, University of Mumbai is entitled to terminate if and only if the breach is not remedied within a stipulated time period.

k. In the event University of Mumbai terminates the Contract in whole or in part, pursuant to point (a) to (h) of GCC Clause 7.12 University of Mumbai may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the successful bidder shall be liable to University of Mumbai for any additional costs for such similar services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

7.11. Assignment

Neither the University of Mumbai nor the successful bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party

7.12. Power to waive Fines

The power to waive fines and penalty vests with Registrar, University of Mumbai, M.G. Road, Fort, Mumbai.

.8. Annexures

Annexure – 1: Request for Clarification

The bidders requiring specific points of clarification may communicate with University of Mumbai during the specified period using the following format:

BIDDER'S REQUEST FOR CLARIFICATION			
<<Name of Organization submitting query / request for clarification>>			
<<Full formal address of the Organization including phone, fax and email points of contact>>			Tel:
			Fax:
			Email:
	RFP Reference (Section No. / Page No.)	Content of RFP requiring clarification	Points of clarification required
1			
2			
3			
4			
5			
6			

Annexure – 2: Guidelines for preparation of Pre-Qualification Proposal

1. Annual Turnover Details of the Lead Bidder as well as the Consortium Partner (Please refer to RFP Section 3.2)

S. No.	Years	Turnover Details (in Rs.)
A	2014 – 15	
B	2013 – 14	
C	2012 – 13	
Average Annual Turnover (A+B+C) / 3		

* Please include Audited Annual Statement/Auditor’s certificate in the Annexure to the technical proposal.

2. Other Pre-qualification documents

Sl. No.	Particulars	Document Required	Annexure
1	Registered company under the Indian Companies Act, 1956 or The Partnership Act, 1932, Limited Liability Partnership / Sole Proprietorship existing since past 5 years	Registration Certificate / Proprietorship/ Partnership Firm / Any other document sufficing the requirement	
2	Turnover details	Auditors certificate / balance sheets	
3	ISO 9001/27001 certification	Certificate	

4	Bidder / PAN (Permanent Account Number) with Income Tax authority in India	Copy of the PAN Card signed by Authorized Signatory of the Bidder	
5	A board resolution / Registered / Non-revocable power of Attorney executed by the bidder in favor of the bidders authorized representative to sign / execute the proposal as a contract document and also execute all relevant agreements forming part of RFP	Board Resolution / Authorization Letter	
6	Affidavit that the bidder has not been debarred/blacklisted by any Govt. / Semi-Govt. organization for quality of services/ product and there are no legal issues/ order prohibiting/restraining the bidder to participate in the bid process.	Affidavit	
7	The Bidder shall have prior experience in developing and implementing similar solutions in any of the mentioned organizations: <ul style="list-style-type: none"> • Public Universities • Private Universities • Other Educational Institutions / Educational bodies 	The Bidder shall have prior experience in developing and implementing similar solutions in any of the mentioned organizations: <ul style="list-style-type: none"> • Public Universities • Private Universities • Other Educational Institutions / Educational bodies 	

Annexure – 3: Guidelines for Preparation of Technical Proposal

1. A printed covering letter, on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal. In case the bidder edits the content of the proposal covering letter; it will be treated as a non-responsive bid and shall be rejected.
2. The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's technical solution meets the requirements specified in the RFP. The technical proposal may not contain any pricing information. In submitting additional information, the bidder should mark it as supplemental to the required response.
3. The proposals must be direct, concise, and complete. Any information which is not directly relevant to this RFP shall be omitted. University of Mumbai will evaluate the bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
4. The bidder is expected to provide Bill of Materials (BoM) for the Supply and Commissioning of software solution for automation of end-to-end processes as specified in University of Mumbai as part of the technical proposal without price quote.
5. The bidder shall fill in the technical response as per the template provided Annexure 4 failing to which, the bid shall be treated as non-responsive and shall be rejected.

Annexure – 4: Template for Technical Proposal

Technical Proposal Response Letter

(To be submitted on the letterhead of the bidder)

{Location, Date} To

Mr. ____

Designation

Registrar,

1th Floor, University of Mumbai,

M.G. Road, Fort,

Mumbai—400032

Ref: RFP Notification number

Subject: Submission of proposal in response to the RFP for Selection of vendor to Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation and Teacher Appointment & Promotion Solution for University of Mumbai

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification number.....to Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation and Teacher Appointment & Promotion Solution for University of Mumbai .

We have read the provisions of the RFP document and confirm that we accept these. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

1. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the date of opening of financial proposals.

2. We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

3. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.

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

5. We understand you are not bound to shortlist/accept any or all the proposals you receive.

Section B

Detailed Technical Proposal

- Introduction on product
- Overall solution design, architecture, workflow & interface with the optimum hardware requirement to meet the application SLA
- Implementation Plan, Operations, Management, and handholding plan
- Security Aspects
- Proposed Team
- All other annexures

Annexure – 5: Format for Commercial Proposal (Envelope B)

Covering Letter (To be submitted on the letterhead of the bidder)

{Location, Date}

To,

Name

Designation

Registrar,

1th Floor, University of Mumbai,

M.G.Road, Fort,

Mumbai—400032

Subject: Submission of Financial proposal in response to the RFP for selection of vendor to Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation and Teacher Appointment & Promotion Solution for University of Mumbai

Dear Sir,

We hereby offer the below quote for the end to end Affiliation and Teacher Appointment solution for University of Mumbai. (As per terms and conditions as described in this RFP).

Table- 1

Sl. No	Particular	Total excluding service tax (In Rs.) (A)	Multiplying Factor (B)	Final Value (A X B)	In Words
1.	Product Cost (Factor 1 Cost) (One time establishment charges for development and customization of solution with access to all internal and external		1		

RFP for Selection of Agency to Design, Develop / Customize, Implement and Maintain end-to-end Affiliation, Teacher Appointment & Promotion Solution

	users of the concerned department in University of Mumbai and all its associated offices. This will also include charges related to hosting of the application, recurring customization, helpdesk set up and maintenance etc.				
2.	Per Transaction Cost for affiliation Factor 2 (Design, Customize, Host, Implement & Maintain the solution for a period of 5 years)		1000 x 5		
3.	Per Transaction Cost for Teachers Recruitment & Promotion Factor 3 (Design, Customize, Host, Implement & Maintain the solution for a period of 5 years)		2000 x 5		
4.	Total			1+2 +3 (Y)	

Note:

- Capping: The Product Cost (1) should not be more than 40% of the total Financial Bid (Y)
- No other costs will be paid to the bidder, apart from the ones mentioned in 1,2 and 3 above.
- The financial quote should be in Indian Rupee and all the payments will be made in Indian Rupee only.

Yours faithfully,

Authorized Signatory

Name & Designation :

Date :

Seal :

Business Address:

Annexure – 6: Format for performance Bank Guarantee

Whereas ----- (hereinafter called 'the Respondent') has submitted its proposal dated ----- in response to the RFP for selection of vendor to Design, Develop/ Customize, Implement & Maintain end-to-end Affiliation and Teacher Appointment & Promotion Solution for University of Mumbai

KNOW ALL by these presents that WE ----- of ----- Having our registered office at ----- (hereinafter called "the Bank") are bound unto the University of Mumbai (hereinafter called "the University of Mumbai ") in the sum of ----- for which payment well and truly to be made to the said University of Mumbai , the Bank binds itself, its successors and assigns by these present. Sealed with the Common Seal of the said Bank this ----- day of -----2016.

The Conditions of this obligation are:

- In the event of the successful bidder being unable to service the contract for whatever reason, University of Mumbai would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of University of Mumbai under the Contract in the matter, the proceeds of the PBG shall be payable to the University of Mumbai as compensation for any loss resulting from the Respondent's failure to complete its obligations under the Contract. University of Mumbai shall notify the Respondent in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Respondent is in default.
- University of Mumbai shall also be entitled to make recoveries from the Respondent's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

We undertake to pay to the University of Mumbai up to the above amount upon receipt of its first written demand, without University of Mumbai having to substantiate its demand, provided that in its demand the University of Mumbai will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including _____, and any demand in respect thereof should reach the Bank not later than the above date.

(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

E-mail ID

Mobile No.

Place :- _____

Date :- _____

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 UNIVERSITY OF MUMBAI 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

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

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

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

1. Registration of Contractors on Electronic Tendering System on Sub - Portal of UNIVERSITY OF MUMBAI:

The Contractors **Non Registered** in UNIVERSITY OF MUMBAI and interested in participating in the e-Tendering process of **UNIVERSITY OF MUMBAI** 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 UNIVERSITY OF MUMBAI 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 to 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> NxtCryptoSetup Etoken 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 **UNIVERSITY OF MUMBAI**, the Contractors will have to pay **Service Providers Fees of Rs. 1,058/- 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 UNIVERSITY OF MUMBAI.

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 **UNIVERSITY OF MUMBAI** 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 **UNIVERSITY OF MUMBAI** on the home page of **UNIVERSITY OF MUMBAI** 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 ePayment Gateway can be downloaded from eTendering 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 **UNIVERSITY OF MUMBAI**. The templates may be either form based, extensible tables and / or uploadable 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 Uploadable 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 **UNIVERSITY OF MUMBAI** 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 **UNIVERSITY OF MUMBAI** has lapsed, the **Contractors have to make the online payment of Rs. 1,058/- (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 **UNIVERSITY OF MUMBAI** 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 **UNIVERSITY OF MUMBAI** 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 eTendering Service provider and Payment Gateway Service provider through **UNIVERSITY OF MUMBAI** 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/offering.

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. Non-performance 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.