DESIGN, DEVELOPMENT, CONFIGURATION, HOSTING & MAINTENANCE
OF WEB BASED e-COLLEGE SOFTWARE

FOR
DIU COLLEGE, DIU

Diu College, Diu
(Affiliated to Saurashtra University – Rajkot)


ISSUED BY:
Diu College, Diu
Fort Road, Diu – 362520 (U.T.)
Phone: 02875-254115
Email: diucollege@gmail.com

Member Secretary, Diu Higher Education Society, Diu
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Notice for Tender

The Principal, Diu College, Diu Higher Education Society, Diu, seeks proposals from reputed and experienced agencies to participate in competitive bidding for “design, development, configuration, cloud hosting & maintenance of web based e-college software for Diu College, Diu” in the UT Administration of Daman & Diu.

The RFP document is available on the websites “www.daman.nprocure.com”, “www.daman.nic.in” and “www.diu.gov.in”. Interested Bidders who qualify as per the criteria mentioned in the RFP document, may submit their bids online latest by 13/12/2017 till 15:00 hrs. Bidders are required to submit tender document fee of Rs. 1,000.00 separately in form of Demand draft from a Nationalised/ scheduled commercial bank or in favour of “The Collector & Chairman, Principal & Member Secretary DHES, Diu”

Principal,
Diu College, DHES,
Diu

Date: 27/11/2017
DISCLAIMER

1. Though adequate care has been taken while preparing the RFP Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy, if any, shall be given to this office immediately. If no intimation is received from any Bidder within seven days from the date of notification of Tender Document/Issue of the Tender Document, it shall be considered that the Tender Document is complete in all respects.

2. The information contained in this tender whether subsequently provided to the bidders, ("Bidder/s") verbally or in documentary form by the Principal, Diu College, Diu Higher Education Society, Diu, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

3. The Principal, Diu College, Diu Higher Education Society, Diu, reserves the right to modify, amend or supplement this Tender Document.

4. While this RFP Document has been prepared in good faith, neither the Principal, Diu College, Diu Higher Education Society, Diu, nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender Document, even if any loss or damage is caused by any act or omission on their part.

5. The issue of this RFP document does not imply that the Principal, Diu College, Diu Higher Education Society, Diu, is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter) and the Principal, Diu College, Diu Higher Education Society, Diu, reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, uploading delivery fees, expenses associated with any demonstrations or presentations which may be required by the Principal, Diu College, Diu Higher Education Society, Diu, or any other costs incurred in
connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Principal, Diu College, Diu Higher Education Society, Diu, shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

7. This RFP is not an agreement or an offer by the Principal, Diu College, Diu Higher Education Society, Diu, to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation & submission of their Proposals pursuant to this Tender.

8. This RFP may not be appropriate for all persons, and it is not possible for the Principal, Diu College, Diu Higher Education Society, Diu, and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this Tender to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

9. The Principal, Diu College, Diu Higher Education Society, Diu, accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

10. The Principal, Diu College, Diu Higher Education Society, Diu, and its employees/ advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

Member Secretary, Diu Higher Education Society, Diu

[Signature]

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11. The Principal, Diu College, Diu Higher Education Society, Diu, also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender.

12. The Principal, Diu College, Diu Higher Education Society, Diu, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender.

Place: Diu College, Diu

Date: 27/11/2017
CHAPTER - I

1. TENDER/BID INVITING NOTICE

1.1 Principal, Diu College, Diu Higher Education Society, Diu, invites tenders in two stage bid from eligible, reputed firms, with sound technical and financial capabilities for “design, development, configuration, hosting & maintenance for e-college, Diu for a period of five (05) years.”

1.2 The detailed scope of work is given in the tender document.

1.3 The intent of this Tender is to invite proposals from the agencies/Firms/Companies (also referred to as bidders) to enable the Member Secretary, Diu Higher Education Society, Diu, select a Implementing Agency for web base application.

1.4 The bidder shall submit online the duly filled up tender documents on or before prescribed date and time mentioned in the Tender Schedule and the same may be opened as per the scheduled time in the presence of the representatives of the bidding firms who may desire to attend the proceedings on the given date, time and venue.

1.5 DUE DILIGENCE BY BIDDERS:
Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender documents not substantially responsive to the tender documents in every respect will be at the bidder’s risk and may result in rejection of the bidder’s Tender.

1.6 DOWNLOADING TENDER DOCUMENTS
Tender document can be downloaded from http://www.diucollege.ac.in. The tender fee (non-refundable) of Rs 1000/- (Rupees One Thousand only) has to be paid through a demand draft/ bankers cheque in favour of the “The Collector & Chairman, Principal & Member Secretary, DHES, Diu”, payable at Diu and drawn on a nationalized/ scheduled/ commercial bank

1.7. EARNEST MONEY DEPOSIT (EMD)
1.7.1 An EMD of Rs. 50,000/- (Rs Fifty Thousands Only) is to be submitted in the form of FDR/TDR in favour of “The Collector & Chairman, Principal & Member Secretary, DHES,Diu”. Failing to submit the EMD on or before the last date of submission of bids (Tender Due Date) shall lead to non -consideration of bid and its automatic rejection.

Member Secretary, Diu Higher Education Society, Diu
1.7.2 It is mandatory to submit the original copy of the EMD and the tender fee at the time of pre-qualification bid opening. The EMD is refundable not later than 60 (sixty) days from the Tender Due Date (last date of bid submission), except in the case of the Selected Bidder whose EMD shall be retained till it has provided a Performance Security/ Guarantee. The Bid shall be summarily rejected if it is not accompanied by the EMD. Should the bidder fail to comply with the said stipulation, the EMD amount shall be forfeited at Principal, Diu College, sole discretion.

1.7.3 The EMD of the unsuccessful bidders shall be returned to them after issue of LOA to the successful bidder. Diu College, Diu, will not be responsible for any loss or depreciation that may happen thereto while in its possession nor be liable to pay any interest thereon.

1.7.5 The Bid security will be forfeited at the discretion of Bidder on account of one or more of the following reasons:

- a. The Bidder withdraws its Proposal/bid during the period of proposal validity.
- b. Bidder does not respond to requests for clarification of its proposal.
- c. In case of a successful Bidder, the said Bidder fails to sign the Agreement in time.
- d. In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money of the bidder/s will be forfeited.

1.8 PERFORMANCE SECURITY/GUARANTEE

1.8.1 The Performance Security/ Bank Guarantee (BG) will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the “The Collector & Chairman, Principal & Member Secretary, DHES,Diu”. The Performance Security/ Guarantee shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract (tendered/bid amount). And payment shall be released after one year of successfully working of site from the date of issuing of work order.

1.8.2 All charges whatsoever such as premium, commission, etc. with respect to the BG shall be borne by the bidder.

1.8.3 The BG shall be valid for a period of 12 months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India. The BG shall be released subject to realization of liquidity damages if any.

Member Secretary, Diu Higher Education Society, Diu
1.8.4 The bidder will also be required to further extend the BG, in case the Principal, Diu College, Diu Higher Education Society, Diu, extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.

1.8.5 The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, Principal, Diu College, Diu Higher Education Society, Diu, reserves the rights to terminate the contract, and forfeit the BG.

1.9 **VALIDITY OF THE TENDER BID:** The Tender shall be valid for a period of not less than 90 days from the Tender Due Date/last date of bid submission.

1.10 The Principal, Diu College, Diu Higher Education Society, Diu reserves the right to reject the whole or any part of the tender without assigning any reason.

1.11 **TENDER SCHEDULE**

<table>
<thead>
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<th>Information related to bid process</th>
<th>Details</th>
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<tbody>
<tr>
<td>1</td>
<td>Publication of Tender/Bid document.</td>
<td>27/11/2017</td>
</tr>
<tr>
<td>2</td>
<td>Tender Document Fee</td>
<td>1000/-</td>
</tr>
<tr>
<td>3</td>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs 50,000/- (INR Fifty Thousand only)</td>
</tr>
<tr>
<td>4</td>
<td><strong>Tender Due Date/Last Date of Bid Submission.</strong></td>
<td>13/12/2017 at 3:00PM</td>
</tr>
<tr>
<td>5</td>
<td>Bid validity period</td>
<td>90 days from tender due date.</td>
</tr>
<tr>
<td>6</td>
<td>Last date for submission for queries for clarification to DIU COLLEGE, DIU</td>
<td>04/12/2017 at 5:00PM</td>
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<td>7</td>
<td>Pre-Bid meeting</td>
<td>06/12/2017 at 3:00PM (If Possible) Diu College, Diu Fort Road, Diu – 362520 (U.T.) Phone: 02875 254115</td>
</tr>
<tr>
<td>8</td>
<td>Contact person and email id</td>
<td>Mr. Solanki Prashant B. Designation: Computer Instruction Email: <a href="mailto:comp.ins.dcd@gmail.com">comp.ins.dcd@gmail.com</a></td>
</tr>
<tr>
<td>9</td>
<td>Opening of Technical Tender date, time and venue</td>
<td>18/12/2017 at 3:30 PM (If Possible)</td>
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<td>10</td>
<td>Presentation before Technical Evaluation Committee</td>
<td>22/12/2017 11:00 AM onwards</td>
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<td>Opening of Financial Tender.</td>
<td>29/12/2017 11:00 AM (If Possible)</td>
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<td>12</td>
<td>Letter of Award (LoA)</td>
<td>After finalizing the bid process Date shall be intimated accordingly</td>
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CHAPTER - II

2. DEFINITIONS

Following terms used in the document will carry the meaning and interpretations as described below:

"Bid" shall mean the Financial Bid/Price Bid/Commercial bid submitted by the Bidding Company/Shortlisted Bidder along with all documents /credentials/ attachments, formats, etc., in response to this Tender Document/Bid Document, in accordance with the terms and conditions hereof;

"Bidder/Shortlisted bidder/ Bidding Company" Bidder means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word Bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom client Principal, Diu College, Diu Higher Education Society, Diu, signs the contract for rendering of goods and services. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require. Further, Bidding Company shall refer to such single Company that has submitted the response in accordance with the provisions of this Tender Document;

"Company" shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

"Tender Document/Bidding Document" shall mean the bidding document issued by the Principal, Diu College, Diu Higher Education Society, Diu, including all Formats & Annexures/ Forms etc. and also including all amendments / clarifications thereof;

"Selected Bidder or Successful Bidder" shall mean the shortlisted Bidder whom Letter of Award is issued by the Principal Diu College, Diu Higher Education Society, Diu, as per the term and conditions of Bid document;

"Tender due date/Last Date of Bid Submission" shall mean the last date and time for submission of Price Bid and Commercial Bid in response to this Bid as specified in Bid Information Sheet including all amendments/Clarifications thereto;

"Authorized Signatory" shall indicate the employee of the Bidding company who has been authorized through board resolution and/or Power of attorney (if required by Diu College, Diu) to sign and submit the bid as per the bidding document and is fully authorized to take decisions including signing and submission of documents as and when any requirement is raised by Principal Diu College, Diu Higher Education

Member Secretary, Diu Higher Education Society, Diu
Society, Diu, during execution of Contract.

"The Government" means the Government of India.

"The Deliverable" means all the all the material/ services, which the Vendor/Selected bidder is required to supply to the Principal, Diu College, Diu Higher Education Society, Diu, under the Contract;

"LoA" means Letter of Award;

"Day" means calendar day;

"Week" means calendar week; "Month" means calendar month; "Year" shall mean the Calendar year.

Bid means formal offer made in pursuance of this tender.

Applicable Law means the Contract shall be interpreted in accordance with the laws of India.

Client means the Principal, Diu College, Diu Higher Education Society, Diu

Implementing Agency means the firm providing the solution under this contract as named in RFP/ Technical specifications/scope of work.

Contract means the agreement entered into between the Client and the Implementing Agency (Bidder), as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.

Contract/ Bid Price means the price payable to the Implementing Agency under the Contract for the full and proper performance of all its contractual obligations.

Bidder's Representative means the duly authorized representative of the SP, approved by the Client and responsible for the Service provider's performance under the contract.

Financial Bid or the Commercial Bid means the part of offer that provides price schedule.

Goods and Services mean the solution(s), service(s), materials or a combination of them in the context of the scope of work of the tender

Performance Security means on receipt of notification of award from the client, the successful bidder shall furnish the security in accordance with the conditions of contract, in the form acceptable to the Client.

Technically eligible and Technical Bid means that part of the offer that provides information to facilitate assessment, by Diu College, Diu, professional, technical and financial standing of the bidder, conformity to specifications etc.

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Products mean all of the equipment, hardware/ software, supplies and consumable items that the bidder is required to install or provide under the contract, plus the associated documentation.

Project Plan means the document to be developed by the Bidder and approved by the Clients, based on the requirements of the Contract and the preliminary project plan included in the Bidder's bid. Should the Project Plan conflict with the Contract in any way; the relevant provisions of the Contract shall prevail in each and every instance.

Specification means the functional and technical specifications or statement of work, as the case may be.

Tender Call or Invitation for Bids means the detailed notification seeking response from the bidders

Two Stage Bid means the pre-qualification/ technical and financial bid submitted online.
3. BACKGROUND INFORMATION AND PROJECT PROFILE

3.1 ABOUT DIU COLLEGE, DIU

Diu is a beautiful island situated slightly off the coast of Saurashtra (Kathiawad). It is bounded by Somnath- Gir and Amreli district of Gujarat in the North and by Arabian Sea from three sides. It is connected by two bridges with the mainland.

Diu is an extension of Saurashtra (Kathiawad) cultural zone and shares language, dress-patterns, food habits and other cultural elements with Kathiawad.

The climate of Diu is normally pleasant throughout the year with moderate temperature and gentle sea-breeze.

Located at such a pleasant place to live and learn, Diu College is established in the year 2013 with two streams – Arts and Commerce – at undergraduate degree level. The college is managed by Diu Higher Education Society, an initiative of U. T. Administration of Daman & Diu. At present, the college is functioning during afternoon session in Government High Secondary School building.

3.2 DIU COLLEGE, DIU’S KEY RESPONSIBILITIES ARE:
The Diu Higher Education Society, Diu is registered under the Society Registration Act 1960. The objectives of the society are as follows:

- To set up Degree College to provide courses leading to degree in Bachelor of Arts, Commerce and Science through affiliation to university recognized by the University Grants Commission.
- To provide a facilities to Higher education i. e. College and other Higher Education Institutions within the territory of Daman & Diu.
- To improve quality of education as per the norms of the UGC, other academic bodies and the affiliating Universities, Statutory authorities.
- To prescribe courses of instruction, hold examinations and grant certificates and other awards to persons.
- To seek affiliation with Universities or other appropriate academic or Governmental bodies for award of Degrees, Diplomas, Certificates and other citations by the appropriate educational authorities.

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3.3 PROJECT OBJECTIVE FOR WEB BASED APPLICATION:

- The main objective of are to make college to e-college, make paper-less management and cash-less, motto to increase the more effective communication between Faculty and student. Time management, etc.
- Students should be able to make online payment via credit card/debit card.
- Students should be able to upload assignments online.
- Students should be able to practice test online on module.
- There should be online chat and discussion tool amongst the teachers and students.
- All the extra-curricular activities of the students should be uploaded online.
- Digitally signed certificate will be uploaded for the results of students.
- Login rights should be given to ex-students also so that they can subscribe for any activity like training, teaching etc. in the college and they should be able to receive updates about college.
- There will be alumni corner where there will be data of all the passed out students from the college.
- All the ex-students will be sent URL via e-mail for the approval of uploading their details on module.
- There should be module for Store Inventory and Sports.
- There will be salary module where there will be salary details of the staff.
- News and articles will be live on module.
- A catalogue will be available about the college on module.
- All the files will be uploaded date and category wise.
- There should be module where the placement consultancy should be able to hire students who are qualified from Diu College.
- There will be a module for club management like technology club, photography club, tracking club, Sahitya club.
- Internal Quality Assurance team will have account on Diu College module.
- The college library management software enables a systematic approach which includes:
  - Easy options to view and manage book records.
  - Keeping track of issued/ available/renewed books.
  - Easy addition/removal of books to enable quick updating of the library.
  - Easy book search in categories.
  - Web-based system for library management ensures better connectivity with students.

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- Book loss becomes impossible with a systematic tracking procedure enabled by the software.
- Late fee calculation for the untimely return of books.

**Benefits & Advantages of College Library Management Software:**
- Powerful search feature empowers library staff to find items quickly.
- Handles subscriptions, circulation lists with simplicity giving control to library staff.
- SMS/Email notification system saves time.
- Students maintain their profile, request items, view their library subscriptions and provide feedback.
- Comprehensive solution with complete functionality in one system.
- Quicker library service with less dependency on manual record maintenance.
- Scalable system suitable for small and large libraries.
- Maintains comprehensive statistics for 24-hour operation and automated backup of records.
CHAPTER IV

4. SCOPE AND OBJECTIVES OF WORK

4.1 SCOPE OF WORK: Design and develop a Web based portal which integrates and connects all the daily operations in the College environment ranging from Admissions, Registration, Finance, Faculty, Library, Students management.

4.1.1 College Software Dashboard
- Dashboard reflects a well understood structure of the entire College.
- Easy to learn and easy to master
- Displays latest news, Events, discussions, birthdays, leave applications
- Information can be spread or notify to the users effortlessly
- Can plan & manage tasks of the day in a well-organized structure
- Can be easily accessed by the mobile device
- Personalized view to enjoy an ease in assigned task
- Rated as the most resourceful feature by the numerous users
- Notifications of key performance indicators
- User/Staff Management

4.1.2 Admission Process and/or Registration Process
- Students can register themselves and update their information
- Upload necessary documents/certificates
- Review of admission request
- Approval/Rejection process of admin requests by admin/concern authorized department/staff members.
- Smart Notification to student/staff related to admission process
- Admission Fee Module
- Payment Gateway Integration to pay admission fee
- Log all activities
- Maintenance of student registrations and information
- Security of all personal information of the student
- Aadhaar Card Integration – unique code to identify student and this might be treated as unique ID as Student's registration number or one alias will be created based on it
- E-registration are the smarter and modern way of access
- Automated registration numbers for students at the time of enrolment
- Information access is restricted only provided to those who need to access
- Emergency contact facility available
- Previous education details can be recorded
- Customizable
- Photo upload facility
- Required documentation can be uploaded in software
- Online registration fee payments through secured gateways
- RFID Scan from ID card to confirm presence in college and/or campus
- Barcode gun to scan ID card / Aadhaar card
- Unique ID for all students

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- Comprehensive admission form
- Provide ID of the students
- Manage student records. Attach any type of document and data related to student.
- Comprehensive registration form
- Highly customizable form
- Manage/Edit/Delete registration of courses
- View applicants based on different filters available
- View the status of the applicant like allotted, rejected, pending, eligible
- Allot or discard the applicants after reviewing
- Completed registration form print facility available
- Set the minimum score, approval system as required
- Subject based registration
- Subject based amount collection

4.1.3 Attendance Management
- RFID Scan from ID card or
- Integrate with hardware devices RFID/Biometric/Aadhaar Card
- Easy marking of attendance
- Attendance by login facility with configured IP settings
- Student wise attendance percentage (%) reports
- Policies can be implemented in pre-structured surroundings
- Maintenance of transparency with student and parents
- Flexibility can be provided and administered
- Error can be shunned
- Saves time and labor with its unique automated system with multiple facilitation
- Note/Remarks for attendance can be given
- Different types of attendance report can be taken
- Reports can be filtered using the available filters

4.1.4 Fee and/or Finance
- Consolidated fee structure report for the entire course tenure
- Automated Fee collection reminders
- Online tracking of collections, pendency's, dues of fees in a most convenient way
- Online fee submission via secured payment gateways – optional.
- Transparency can be maintained and fraud transaction can be avoided
- Fee structure can be customized according to the requirement
- Amplify profits for the college by management of payments from alumni, donors and other contributors
- Messages reminders via mails/SMS to the students, parents regarding the pending payments and e-receipts
- Comprehensive Fee classification system
- Separate fee collection date designing system for faster finance process
- Easy analysis of fee defaulters and fee structure available

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- Easy fee submission process
- Fee import facility for faster system use
- Manage and Pay instant fees
- Manage entire expenses and incomes
- Customize and manage different category of expenses and incomes
- Adjust settings for printing fee receipts
- Financial Report generation facility with customizable date range
- Online payment facility
- Pay slip approval system
- Manage Assets and Liabilities
- Manage Donations

4.1.5 **Expense Management**
- Daily petty cash or expense management entries
- Expense reports can be managed through the mobile devices
- Expense claims with support documents uploading options
- Calculation error or duplicate entries have no survival
- Reimbursement policies can be assigned hierarchy
- Clarified Reports on expenses on staff welfare, maintenance
- Automated approval and denial management for advance claims
- Increase in productivity & elimination of faults

4.1.6 **Courses Management**
- Management of course: - registration, affiliation, pre-requisites etc.
- Entire details of course structure to help students in planning of the study schedules
- Pre-existing course content inclusive of summary, tenure, syllabus, important dates
- Customized placement of course content
- Integration with number of students in each course
- Online delivery system of course content materials and course content package

4.1.7 **Syllabus Management**
- Online syllabus is the most effective way of alteration and communication of the syllabus to the students
- Upload or download syllabus options
- Course books information with publisher details

4.1.8 **Online MCQ Type Exam Management**
- Course and subject wise exam’s questions and Answers Management
- Student can apply for the exam
- Instance result can be show once completed
- Smart suffering of questions allocation to users from master’s database.
- Exam related Reports
- All questions, its options of answers should come in random orders for same exam.
- Create different types of exams based on grades, marks

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• Group exams if required
• Online exams services with automatic marks calculation
• Extensive report center
• Generate report for required exams
• Automated, quick and on demand report generation
• Statistical and chart reports, a better analytical view
• Reports: Exam wise report, subject wise report, consolidated report, combined report and reports based on student rankings per class, batch, subject and attendance

4.1.9 **Online Faculty Feedback & Management**
• Admin can request all/specific set of student to provide feedback about faculties.
• Student can rate Faculty and provide feedback
• Smart reports can be generated based on feedback.
• Faculty can review their feedback summary/report.

4.1.10 **Lectures Management**
• Organized lectures management enables student to plan accordingly
• Assign Lecture
• Swap Lecture
• Swap Faculty for Lecture
• On time transmission of scheduled syllabus completion process
• Absenteeism of lecturers can be administered & lectures be shifted and performed appropriately
• Summary report of executed, postponed lectures with appreciate reasons
• Accomplishment of task in a well-structured mode
• Lecture contents/summary can be monitored and improved

4.1.11 **Faculty Management**
• Complete faculties activity reports
• Types: Permanent and on contract based
• Faculty's credentials information
• Daily work can be assigned to the faculties
• Report against Task assigned with the scheduled timeline analytics
• Secure eliminated data redundancy
• Track missed lectures report
• Efficiency generation reports analysis for improvement
• Records of guest faculties
• Remuneration records for variably payments to the lecturers
• Payout/Salary Module of Faculty
• Payment calculation per lecture
• Payment processing if possible to deposit Salary

4.1.12 **Leave Management**
• Online leave applications approval/rejections
• Absolute "NO" to paper work as leave applications

Member Secretary, Diu Higher Education Society, Diu
• Leave eligibility criteria allocated for different locations
• Online leave account management system
• Financial year leave summarized report
• Leave policies overview for employees
• Reports imports/export options
• Setting leaves restriction days information
• Productivity of organization can be increased by managing multiple staff absence for each department
• Leave balance, history, usage can be analyzed
• Automatic sanction can be set for Senior Staff with notifications to HR

4.1.13 **Staff Management**

• Staff compensation and benefits policies
• Personal information and history of each activity with their documentation uploading options
• Complete Employee life cycle from enter to exit
• Category filtration of temporary, permanent, daily wages staff members
• Pre-defined KRA of each staff members
• Customized Reports with multiple filtration options

4.1.14 **Documents Manager**

• Important documents can be uploaded and inspected anytime
• Auto conversion of higher resolutions files to compressed format to save space
• Effortlessness access to view any past or current document
• Eco-friendly and economical solution, saves paper and other resources
• Database can be accessed portably and being a web solution can be accessed from anywhere within organization with high security standards.
• Saves time, employee cost and make the work systematic
• Data back facility makes it reliable and content consistent

4.1.15 **Human Resources**

• Manage all employees from admission to exit
• Customizable admission form
• Manage entire payroll efficiently
• Customizable and robust payroll form
• Automatic Loss of Pay calculation
• Generate pay slips on daily, weekly, monthly basis
• Efficient leave management system available
• Authenticated payslip approval system
• One click pay slip approval and reject facilities
• Normal and advanced search facility

4.1.16 **Reports**

• Each and every activity can be monitored through the administrator
• Reports of each module in a compact organizer for supervision
• Overall administration of output received from the college entire functionality
• Entire workflow performances monitor and reports collection
• Customized view with multiple filtrations options
• Create custom report for student and employees
• Custom name can be given for the custom report
• Create custom report based on input criteria based on large number of fields available
• Create the report to display based on the user requirement
• Arrange the report display as required
• Displayed custom report can be rearranged in ascending or descending order based on any of the fields available in the displayed report
• View/Delete custom report facility

4.1.17 Data & Backup Management
• Capable of easy backup for advanced data protection
• Quick feasible recovery of data after tragic failure
• Essential application data in virtual and physical environment is reliably protected
• Scheduled auto back-up facility
• Report generation with complete backup details
• Easy Backup and Restoration process

4.1.18 Identity Card Module
• I-card Management with one fixed template.
• I-Card Generation in PDF for printing possibly for Student and Staff with different formats.
• Add text and photo as per the required guideline of cards’ template.
• Preview of designed cards to avoid errors
• Database management and filtrations

4.1.19 Digital Signature Authentication
• For top-level management, authenticate or approve certain information, we may need possible best secure option to digitally authenticate such users may be via USB device or may be via Finger Print Scanner by authenticating Aadhaar card.

4.1.20 User/Staff Management
• Add/Update/Delete Users’ data
• Activate/Inactivate Account
• Search for any users using the search bar
• View profile of all users based on the roles
• View/Edit users password and privileges

4.1.21 Roles & Rights Management
• Main Super Administrator will have full rights to manage entire whole system, all users and all modules of system.
• Set privileges to users as per their roles
• Dynamic Roles and Rights Management
• Allows organization to set standards for different roles based on their responsibility

4.1.22 Club Management
• Manage Necessary records of the club activities

Member Secretary, Diu Higher Education Society, Diu
4.1.23 **Chat and/or Messages Module**
- Inbuilt chat and/or messaging system
- Possibly need option to do chat in English and Gujarati language
- Easy and quick way to send messages to any user of the system
- Effective communication between administration, teachers, students and parents
- Recording communications with students
- Automatic messages about events, news, fee schedules, new forums and holidays etc. personalized with your school
- Attach files with news

4.1.24 **Manage News**
- Create/edit/delete news
- Search for any news using search bar
- View all news facility also available
- Add News using rich text format
- Edit/Delete news
- Published news has the facility to comment also
- Delete comment facility also available
- Attach files to the news article

4.1.25 **Library Management**
- Computerized design allows library staff to provide services easily and quickly
- Excel Import/Export facility for easy maintenance of book records
- Books category management
- Comprehensive reports of issued, overdue, fine applicable, defaulters, circulation etc.
- Books are easily located within the racks
- Students:
  - Issue Book
  - Renew Book
  - Approval of Renew/Issue
- Request book:
  - Faculty/Student can request book
  - Librarian can send request to Principal → Principal can send request to deputy collector → Collector can approval bulk book request
  - Tender Process to select Book Supply Vendor
- Standard Tender Templates Management
- Entries of Daily/Monthly newspaper, magazine, etc.
- Browse through library books catalogue and identify the book(s) to be issued
- Manage library books
- View/Edit/Delete/Add books
- Add books with custom tag facility available
- Filter book using available filters
- Normal and detail Search for a book available
- Manage book returns

Member Secretary, Diu Higher Education Society, Diu
• Manage book issue
• Initial library setting for courses available
• Issued/Renewed book status
• Manage books renew
• Books acquisition record and requirement
• Subscriptions and membership management
• High security and customized access rights can be managed
• Additional features add-on's available
• Barcode generation and generate PDF for printing barcode.
• Restoration and data backup facility
• Revenue collection via fines, donations reports – manual entry.

4.1.26 Students Area
• Home Page
• My Profile
• Message
• Student Self Evaluation Details
  a. Standards
  b. Subjects
  c. Name of the Test
  d. Selection of the Course
  e. Set the Levels: Easy / Hard / Difficult
• Setting
  a. Password Reset
• Circular
• Daily Dairy
• Mark sheet
• Subject list
• Subject-wise performance
• Exam Wise Marks
• Obtain Highest Marks
• Roll No. Wise Class Reports
• Year wise Report
• Normal student view facility based on batches
• View complete information of a student from their profile regarding reports, fees, activities, remarks, records
• Search existing and former students
• Advanced search facility to search for specific type of students based on large number of filters

4.1.27 Parent Area
• Parent can view all progress of their child
• Reports
• Can contact Faculty

4.1.28 Timetable
• Drag and drop timetable
• Alerts on subject limits per week while creating timetable
• Alerts on employee subject limits while creating timetable
• Conflict warnings if the same teacher assigned with another class for the same period
• Timetable creation in advance
• Edit/Delete timetable facility available
• Timetable tracking
• Effective employee work allotment
• View teacher’s timetable
• View complete institution timetable on just one click

4.1.29 Calendar
• Display Events, Examination, Holidays and Dues in the calendar
• Separate color for each action as categorized items above
• Display all information about the items on hovering over the color spots in the calendar
• Monthly view of all items
• Easy navigation of calendar month

4.1.30 Custom Imports
• Import Student data
• Import Guardian details
• Import daily wise attendance records
• Import Examination scores
• Import Library book details
• Import Inventory details like Store Items, Suppliers
• Check the import log
• Employee payroll details

4.1.31 Poll
• Edit/Delete/Close/Create and publish polls
• Create active/closed polls
• Title and description facility available for polls
• Multiple answer facility available
• Open for poll facility available

4.1.32 Discussion
• Create forums on various topics
• Give access to students and employees
• Discussions can be done even outside school
• View/Delete comments / recent activities
• View all posts
• Create groups
• Create discussion
• Comment on discussions

4.1.33 Placement
• Create/Edit/Delete placements
• See archived placements
• Filter placements based on available filters
• Track placement status
• Manage entire placement activities

Member Secretary, Diu Higher Education Society, Diu
• Announce new placement
• Students can apply for the placement
• Placement officer can accept or reject the application

4.1.34 Assignment
• Upload and download notes / assignments for the teachers
• Online submission of notes / assignments by the students
• Teacher can download the assignment submitted and can give the comments on the same

4.1.35 Complaint/ Discipline Module
• Register a new complaint on a student
• View all the registered complaints
• Sort or search for complaints
• Update Complaint status with remarks

4.1.36 Blog
• Create blog
• View other blogs
• Filter blogs based on available filter
• Search for specific blog using search facility
• View all the activities in the blog
• Comment and rate blogs
• Ban abusive blog posts, comments

4.1.37 Settings
• Basic education institute information can be given which is reflected on reports and financial reports
• Basic configuration like country, currency, time zone, etc. can be set
• Addition logo and displayed on reports, receipts and login screens
• Other general settings like enabling grading system as per requirements, automatic unique ID for all the users & Integration with other modules of system.
• Managing courses and batches
• Batch transfer and graduation facility, generate Transfer Certificates
• Managing major subjects including elective subjects
• Importing subjects from previous batches
• Manage student categories
• Assign Faculty to Batches

4.2 TECHNOLOGY REQUIREMENTS AND DELIVERABLES:
(a) The detailed functional requirements are described in Scope of work
(b) Web Base application development should be compliant with GIGW and WCAG 2.0 requirements and should be in Native languages, responsive, dynamic, online, browser independent, OS independent,
(c) Form Interface should be as per Browser form display only and a Universal form interface will not be developed i.e. a form in Safari over MAC OS should look the same as in IE over Windows OS.

(d) The web application, HTML / XHTML and CSS used should pass W3C validation tests.

(e) Web Base application should have the ability to manage various services and systems effectively with its minimum to zero impact on other services.

(f) Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the system/subsystems:

(g) Bidder must host the services from its own testing server in development and testing phase.

(h) 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 Department and validated by Department. Based on the test results, required changes will be carried out and tested. Post this, department Web based application will be officially launched and operational acceptance will be complete.

(i) In order to accept the system, Department must be satisfied that all of the work has been completed and delivered to Department's complete satisfaction and that all aspects of the system perform acceptably. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the Bidder in the presence of Department team.

(j) Operations and Maintenance: The Successful bidder shall maintain and support the supplied software (Web based application) for a period of 5 year.

(k) Principal, Diu College, Diu Higher Education Society, Diu, shall not be liable to pay any third-party software charges neither in testing and development.

(l) Bidder shall handover, the complete source code, credentials, documentation, licenses etc of the application to the Principal, Diu College, Diu Higher Education Society, Diu without any encumbrances and with valid security audit certificate.

Member Secretary, Diu Higher Education Society, Diu
4.3 IMPLEMENTATION MODEL: The Implementing Agency shall build, host, maintain, and upgrade the application for the duration of 5 years from Go-Live. Also, the technical manpower if required shall be provided by the Implementing Agency on time to time basis.

4.4 COVERAGE: The bidder is required to provide training, handholding and support to the users of this application in Diu College, Diu, as required.

4.5 UPGRADES/ UPDATES AND CHANGES IN THE SOLUTION: The Implementing Agency will be responsible for all the upgrades, updates, installation of patches and overall maintenance within the scope of the solution.

4.6 MINIMUM REQUIRED DELIVERABLES: The suggested list of deliverables (but not limited to) from the successful bidder includes:

i. All software required to successful implementation of the project as described under the scope of the work.

ii. Detail Project Plan

iii. System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, application security requirements.

iv. Training Plan, Training Manuals, source code with complete documentation

v. Weekly Status and Review Reports during the implementation period.

vi. Periodical Reports during operations period (These reports must include the details of the maintenance activities, modifications in the software, release of new versions (if any), in that particular month.

4.7 PERIOD OF EXECUTION AND COMPLETION WORK: The selected bidder shall be required to execute and complete the work including DESIGN, DEVELOPMENT, CONFIGURATION, HOSTING FOR e-COLLEGE, DIU. As per the schedule mentioned below:

<table>
<thead>
<tr>
<th>S No</th>
<th>Activity Milestone</th>
<th>Completion Time in weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Start/ Signing of Contract</td>
<td>T</td>
</tr>
<tr>
<td>2</td>
<td>Submission of Project Plan/Inception Report</td>
<td>T+1</td>
</tr>
<tr>
<td>3</td>
<td>Implementation and testing of e-College application to Member Secretary, Diu Higher Education Society, Diu</td>
<td>T+4</td>
</tr>
<tr>
<td>4</td>
<td>Implementation and testing of Mobile App module/solutions</td>
<td>T+6</td>
</tr>
<tr>
<td>5</td>
<td>Changes in the design customization, configuration in the application based on feedback from user- Member Secretary, Diu Higher Education Society, Diu</td>
<td>T+8</td>
</tr>
<tr>
<td>6</td>
<td>Submission of final Version of Full solution including Mobile App</td>
<td>T+9</td>
</tr>
</tbody>
</table>
NOTE: 'T' above refers to the date of executing the Contract Agreement.

4.8 GO-LIVE OF APPLICATION: Go-live date will be defined as date of acceptance of the tested and validated web based application modules mentioned under scope of work.

4.9 ACCEPTANCE CRITERIA

i. Principal, Diu College, Diu Higher Education Society, Diu, will accept the commissioning and project Go-Live only as described below.

ii. A team comprising of representatives from Principal, Diu College, Diu Higher Education Society, Diu, and Bidder will verify satisfactory performance of all the modules.

iii. Development of web based application modules for Administrative monitoring of various task and resources of Diu College, Diu.

iv. For acceptance testing of the web base solution, Principal, Diu College, Diu Higher Education Society, Diu, and the successful bidder shall mutually agree on a detailed Acceptance Test Plan.

4.10 TRAINING

(a) For the effective uses of the supplied web base application and their functionalities, the selected vendor must compulsorily provide training for Principal, Diu College, Diu Higher Education Society, Diu, officials. The Bidder, in consultation with the Diu College, Diu, shall provide training to all the registered users of the DIU College, Diu.

(b) First time training shall introduce the said web based application, procedures and processes in an elaborate manner.

(c) The actual requirement of training may be assessed while implementing the said web base application and will be decided mutually between Principal, Diu College, Diu Higher Education Society, Diu and Bidder

(d) The training infrastructure will be made available in the Diu College premises. At least one training room with necessary accessories like whiteboard, projector, furniture, etc., must be provided. The Bidder will provide necessary faculty support for the training.

4.11. TECHNICAL SUPPORT: The scope of technical support also includes rectification of errors within the already developed solution, server/database administration, server migration, patching, system upgrades, technical and functional
support to Principal, Diu College, Diu Higher Education Society, Diu, users etc during the contract period.

4.12. **PROJECT DURATION: The contract period would be initially for Five (05) years** from the date of Go Live of web based application modules given in the table as per **scope of Work** and extendable for further two years on the basis of performance. The extensions allowed if any shall be at the sole discretion of Diu College, Diu.

4.13 **BIDDER'S RESPONSIBILITIES**

i. To submit Pre-Qualification documents as required.

ii. To understand the Scope of Work and the expected Outcomes & Deliverables.

iii. To provide necessary collaterals to substantiate RFP response.

iv. To present the salient features of bid response to facilitate evaluation.

v. To prepare various deliverables as per requirements for the respective phase.

vi. To develop system as per committed plans and timelines.

vii. To deploy the systems as per committed Deployment plan.

viii. To monitor Risks and mitigate them continuously.

ix. To complete User Acceptance.

x. Submission of the reports to department on project progress on Monthly basis.

xi. Deliver the deliverables as per the contract terms and conditions.

[Signature]

Member Secretary, Diu Higher Education Society, Diu
CHAPTER-V

5. INSTRUCTIONS TO BIDDER & ELIGIBILITY CRITERIA

5.1 SCOPE OF TENDER: Principal, Diu College, Diu Higher Education Society, Diu, invites bids to this Tender Documents from eligible firms as per the scope of work defined in this Tender Document. Tender document means this Tender document, Contract Agreement, supporting annexures / appendices / formats etc., any addenda/corrigendum to this Tender Document and all other such documents.

5.2 BID SUBMISSION

5.2.1 Pre-Bid Conference
(a) The Principal, Diu College, Diu Higher Education Society, Diu, may host a pre-bid conference at Diu College as per date & time given in the bid schedule. If there would be any change in date, time and venue than the same will be communicated through www.daman.nprocure.com

(b) Interested bidders may confirm their participation at least one day in advance

(c) The purpose of the meeting is to provide bidders with information regarding the RFP and the Project requirements, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.

(d) The response, if any, to the queries raised by the prospective bidders shall be uploaded on the website: www.daman.nprocure.com

(e) The Principal, Diu College, Diu Higher Education Society, Diu may make modifications to the RFP if necessary as a result of pre-bid conference. All such modifications made to the RFP by Principal, Diu College, Diu Higher Education Society, Diu will be issued as a corrigendum to the RFP and shall be uploaded on the website: www.daman.nprocure.com

5.2.2 Tender Evaluation Committee: The Tender Evaluation Committee constituted by the Diu Higher Education Society, Diu shall evaluate the bid response submitted by the bidders. The decision of the Tender Evaluation Committee in the evaluation of the Pre-Qualification Criteria, Technical and Financial bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the committee, as laid out in this RFP.

5.2.3 Opening of bids
(a) Principal, Diu College, Diu Higher Education Society, Diu reserves the right to postpone or cancel the opening of the bid.

[Signature]
Member Secretary, Diu Higher Education Society, Diu
(b) The bidders' representatives, who are present at the time of opening of the bid, shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the same time and location on the next working day. However, if there is no representative of the bidder, Principal, Diu College, Diu Higher Education Society, Diu shall, at its discretion, go ahead and open the bid of the bidders.

(c) During the bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be, prima facie, rejected.

(d) To assist on the scrutiny, evaluation & comparison of offers, Principal, Diu College, Diu Higher Education Society, Diu may at its discretion ask some or all the bidders for clarification on their respective offers. The request of and response to such clarification shall be necessarily be in writing.

5.2.4 Upon selection, the Bidder shall be required to enter into an agreement with Principal, Diu College, Diu Higher Education Society, Diu, in the format specified in this tender document. The proposals submitted should have all pages numbered. It should also have an index giving page wise information of documents. Proposal that are incomplete or not in prescribed format will be summarily rejected.

5.2.5 Prices should not be indicated in the Pre-Qualification and Technical Proposals. All the columns of the quotation form shall be duly, properly and exhaustively filled in.

5.2.6 The Bidder is allowed to submit only one proposal against this Tender. The bidder has to submit the complete proposal not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder. Documents in support of eligibility must be enclosed with the tender. Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained.

5.2.7 Bidders are advised that the selection of successful firm shall be on the basis of an evaluation by Principal, Diu College, Diu Higher Education Society, Diu, through the Selection Process specified in this tender document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that decisions are without any right of appeal whatsoever.

Member Secretary, Diu Higher Education Society, Diu
5.3 ELIGIBILITY CONDITIONS FOR FIRMS

5.3.1 Tenders of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by the Diu Higher Education Society, Diu. The following eligibility criteria must strictly be fulfilled by the Bidder. The Bidder must submit documentary evidences in support of their claim for fulfilling the criteria. The bids received without the documentary evidences shall be rejected summarily. The condition from 1 to 6 mentioned below are mandatory to qualify technical bid, noncompliance of any condition shall lead to disqualification in Technical Bid.

5.3.2 BASIC ELIGIBILITY CONDITIONS FOR PRE-QUALIFICATION

<table>
<thead>
<tr>
<th>S No</th>
<th>Basic Requirement</th>
<th>Specific Requirement</th>
<th>Documents Required as part of the Technical Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General Requirement</td>
<td>i. The Bidder shall be a company/firm incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad. ii. The bidder should be IT Enabled Services Company and dealing with development, supply &amp; installation of Web Applications/software and Mobile Apps. iii. Bidder should be in operations in India for a minimum of 3 (THREE) years at least (period counted prior to the last date of submission of bid). The Bidder must have at least one office in Gujarat which has been operational for at least one year. iv. Average Annual Revenue/turnover from Software Development Business of firm in the last Three financial year (up to the last date of the bid submission) should be minimum of Rs. 75 Lakhs for each financial year (2014-15, 2015-16 and 2016-17) as on 31st</td>
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</table>

Supporting documents required & Audit Financial Balance Sheets for the last Three years as on 31-03-2017 and CA Certified.

Member Secretary, Diu Higher Education Society, Diu
<p>| | | |</p>
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</table>
| 2  | Tax Registration | The Bidder should have a registered number of VAT/Sales Tax where his business is located.  
   b. Service Tax/ GSTIN  
   c. Income Tax PAN |
| 3  | Certificates | Bidder should have valid ISO 9001: 2008/2015 and ISO 27001:2013 and CMMi 3 (or higher) Certification for software/application/website development |
|   |   | Supporting documents to be attached |
| 4  | Track Record | Bidder should not be black-listed by any Central / State Government / Public Sector Undertaking in India. |
|   |   | Declaration Regarding Clean Track record to be signed by the authorized signatory |
| 5  | Experience | Bidder should have experience of successfully executing the work of Dynamic Web Portal development including mobile app in last three year preceding the last date of submission of bid document, as per the following:  
   One Project costing not less than Rs 50 Lakh  
   or Two Projects each costing not less than Rs 30 Lakh  
   or Three Projects each costing not less than Rs 20 Lakh  
   The completed projects should be “Go-live” as on the last date of bid submission and fully certified by STQC or equivalent |
|   |   | Copy of work order/ satisfactory completion report/ client citations etc to be attached.  
   Ongoing projects will not be considered |
<p>| 6  | HR availability | Bidder must have at least 100 Professionals, including Web/Mobile App developer, Web Designers, programmer, DBA on its payroll since last 12 Months |
|   |   | Details and Certificate from the HR head of the bidder |
| 7  | Authorized signatory | Letter of Authorization Signed by Managing Director of Board |
|   |   | Original copy should be signed and notarized in a legal bond paper |
| 8  |   | Bidder Should produce Articles of Association (in case of registered firms), Bye laws and certificates for registration (in case of registered co- |
|   |   | Copy of Article of Association or relevant documents for all bidder members |</p>
<table>
<thead>
<tr>
<th></th>
<th>operative societies), Partnership deed (in case of partnership firm).</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>Financial Standing Bidder should be a profit-making company since last three financial years.</td>
</tr>
</tbody>
</table>

5.4 ACKNOWLEDGEMENT BY THE BIDDER: It shall be deemed that by submitting the tender, the Bidder has-

i. Made a complete and careful examination of the Tender Document

ii. Received all relevant information requested from the tendering authority

iii. Accepted the risk of inadequacy, error or mistake in the information provided in the document or furnished by or on behalf of Principal, Diu College, Diu Higher Education Society, Diu or relating to any of the matters.

iv. Agreed to be bound by the undertaking /agreement provided by it under and in terms hereof.

5.5 RIGHT TO REJECT ANY TENDER

5.5.1. Notwithstanding anything contained in this tender document, Principal, Diu College, Diu Higher Education Society, Diu, reserves the right to accept or reject any Tender and to annul the Selection Process and reject all Tenders, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. Without prejudice to the generality of Clause above, Principal, Diu College, Diu Higher Education Society, Diu, reserves the right to reject any Tender if at any time, a material misrepresentation is made or discovered, or the Bidder does not provide within the time specified, the supplementary information sought by Principal, Diu College, Diu Higher Education Society, Diu, for evaluation of the Tender.

5.5.2. Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the tenders have been opened and the highest ranking Bidder gets disqualified / rejected, then Principal, Diu College, Diu Higher Education Society, Diu, reserves the right to consider the firm with the next lowest price bid, or take any other measure as may be deemed fit in its' sole discretion, including annulment of the bid process.

5.6. CLARIFICATIONS TO QUERIES: Bidders requiring any clarification on the tender may send their queries to Principal, Diu College, Diu Higher Education Society, Diu, in writing through e-mail so as to reach before the pre-bid
meeting date mentioned in the Schedule of Tender Process. The Principal, Diu College, Diu Higher Education Society, Diu, shall endeavor to respond to the queries within the period specified therein. The Principal, Diu College, Diu Higher Education Society, Diu, reserves the right not to respond to any query or provide any clarifications, if in its sole discretion, there is nothing material in the query requiring clarification.

5.7. AMENDMENT TO TENDER DOCUMENT: At any time prior to the deadline for submission of Tender, Principal, Diu College, Diu Higher Education Society, Diu, may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the tender document by the issuance of Addendum/ Amendment/ Corrigendum and posting it on website http://www.diucollege.ac.in. In order to give the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Principal, Diu College, Diu Higher Education Society, Diu, may, in its sole discretion, extend the last date of bid submission.

5.8 NON-TRANSFERABLE BID: Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the Bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

5.9. DEVIATIONS: The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the bidder has any observations, the same may be intimated before the pre-bid meet. Bidders are advised not to make any corrections, additions or alterations in the original tender documents. If this condition is not complied with, tender is liable to be rejected.

5.10. LAST DATE OF SUBMISSION OF BID: The bid duly filled must be received by Principal, Diu College, Diu Higher Education Society, Diu, online not later than the date and time mentioned in the “Bid Information Sheet”/Tender schedule. Bid received later than the deadline prescribed for submission of tender by Principal, Diu College, Diu Higher Education Society, Diu, will be rejected.

5.11. WITHDRAWAL OF BID: No Tender can be withdrawn after submission and during Bid validity period. Submission of a bid by a bidder implies that s/he had read all the tender related document including amendments if any, visited the site and has

Member Secretary, Diu Higher Education Society, Diu
made him/herself aware of the scope of Work to be executed and other factors having any bearing on the execution of the Work.

5.12. CLARIFICATION OF THE BID: To assist the examination, evaluation and comparison of the Bids, Principal, Diu College, Diu Higher Education Society, Diu, may at its discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the bidder.

5.13. CANVASSING: No bidder is permitted to canvass to Principal, Diu College, Diu Higher Education Society, Diu, or any other official of the Society or the Diu College on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

5.14. RIGHT TO ACCEPT ANY BID OR REJECT ALL BIDS: The Principal, Diu College, Diu Higher Education Society, Diu, reserves the right to accept, negotiate, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action. If the bidder, as individual or as a partner of partnership firm, expires after the submission of his bid but before award of services, the Principal, Diu College, Diu Higher Education Society, Diu, shall deem such bid as invalid.

5.14 PROCESS OF SUBMISSION OF BID DOCUMENTS

5.14.1 Authentication of bid: A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed and stamped by the person or persons signing the bid.

5.14.2 Validation of interlineations in bid: The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

5.14.3 Language of bids: The bids and all correspondence and documents relating to the bids, shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language. In case of ambiguity, the English version of the bid shall be considered
final and binding. There should be proper page numbering on every page of bid for proper referencing.

5.14.4 Submission of Bids: The Pre-qualification, Technical and financial bids must be submitted by the Bidder On-line ONLY on www.daman.nprocure.com. There is no physical submission except original EMD and Tender fee. The hard copy of the bid of the successful bidder may be required by the department for records purposes. EMD and Tender fee should be submitted physically to the Principal, Diu College, during the bid opening. It is mandatory to submit scanned copy of EMD and Tender fee On-Line as part of the submission of Pre-qualification and Technical bid. The scanned copy must be clear, visible, readable and complete in all aspects.

5.14.5 The Bidder shall provide all the information sought under this tender document, Principal, Diu College, Diu Higher Education Society, Diu, would evaluate only those Tenders that are received in the specified forms/formats/annexures /appendices and complete in all respects and within the submission date and time. The format/documents/figures shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Tender shall be initialed by the person(s) signing the Tender. The Tenders must be signed by the authorized signatory (the "Authorized Signatory").

5.14.6. Bidders should note the tender due date (last date of submission of the bid), as specified in the tender schedule, for submission of Tenders. Except as specifically provided in this tender, no supplementary material will be entertained and that evaluation will be carried out only on the basis of documents submitted by the closing time of tender due date. Bidders may be asked to provide additional material information or documents or technical presentations subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

5.14.6. While submitting the bid, it may be noted that:

i. In case, the day of bid submission is declared Holiday by the UT Administration, the next working day will be treated as day for submission of bids. There will be no change in the timings, unless otherwise specified.

ii. Ambiguous/ incomplete/ conditional bids will be out rightly rejected.

iii. Principal, Diu College, Diu Higher Education Society, Diu, will NOT be responsible for any delay on the part of the vendor in submission of the tender bids.

Member Secretary, Diu Higher Education Society, Diu
iv. The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.

v. When deemed necessary, Principal, Diu College, Diu Higher Education Society, Diu, may seek clarifications on any aspect of their bid from the agency. However, that would not entitle the agency to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their quote has been accepted.

vi. No enquiry shall be made by the bidder during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/its authorized representative and office of Principal, Diu College, Diu Higher Education Society, Diu, can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

5.15 BID EVALUATION PROCESS

5.15.1 Process of Evaluation: The bid will be evaluated on QCBS methodology in the ratio of 70:30 (70% weightage for technical bid and 30% for financial bid). The evaluation will consist of the following phases

- Phase I: Evaluation of Eligibility Criteria
- Phase II: Evaluation of Technical Bids
- Phase III: Evaluation of Financial Bids
- Phase IV: Combined Evaluation of Technical & Financial Bid

5.15.2 Phase I: Evaluation of Eligibility criteria: In this part the Bidders will be evaluated for the fulfillment of the conditions specified in the pre-qualification criteria. Pre-qualification bid documentation shall be evaluated as under:

i. The evaluation committee will check if the bidder has submitted the EMD along with the Technical Proposal and the same are found to be in order.

ii. The documentation furnished by the bidder will be examined prima facie to see if the firm’s capacity, skill base and other Bidder attributes as claimed therein are consistent with the needs of this project.

iii. Principal, Diu College, Diu Higher Education Society, Diu, may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.

iv. The initial criteria of fulfilling the basic eligibility and experience of similar class/nature of works completed and financial turn over etc. as given above under

Member Secretary, Diu Higher Education Society, Diu
eligibility criteria will first be scrutinized and the applicant’s eligibility for the work shall be determined.

5.15.3 Phase II: Evaluation of Technical Bids: In this part the technical bid of only those bidders who have qualified the Phase I, i.e. Eligibility criteria will be evaluated. The technical bid will be evaluated on the parameters described in the following section 5.4

5.15.4 Analysis of technical bid
- In this part, the technical bid will be analyzed and evaluated and the technical; bid marks \( (S_{t_m}) \) shall be assigned to each bid on the basis of following evaluation matrix
- Technical Bid Score: The Technical Bid Score \( S_t \) of the Bidder shall be derived as under
  \[
  S_t = \left( \frac{S_{t_m}}{S_H} \right) \times 100, \text{ where}
  \]
  \( S_t \) is the Technical Bid Score
  \( S_{t_m} \) = Total technical bid marks of the bidder under consideration
  \( S_H \) = Highest total technical; bid marks amongst all evaluated bids
- The Bid Evaluation Committee reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without requirement of intimating the Bidder of any such changes. At any time during the process of evaluation the Bid Evaluation Committee may seek specific clarifications from any or all Bidders

5.15.5 Phase III: Evaluation of Financial Bids: In this phase, the Financial Bids of the Bidder, who are technically qualified in Phase II, shall be opened. Formula to determine the scores for the Financial Bids shall be as follows:
  \[
  S_f = \left( \frac{F_L}{F} \right) \times 100, \text{ where,}
  \]
  \( S_f \) is the Financial Score
  \( F_L \) is the value of the lowest Commercial Bid
  \( F \) is the price quoted in the bid under consideration

5.15.6 Phase IV: Combined Evaluation of Technical & Financial Bid
The Total score of the Bidder will be determined as under:
  \[
  \text{Total Score} = (T_s) = (0.7 \times S_t) + (0.3 \times S_f)
  \]
The bidder, who obtains the highest \( T_s \) value, will be rated as the Most Responsive Bid. In the event of the same \( T_s \) score of bidders, the bid with the highest technical score \( (S_t) \) will be rated as the most responsive bid. Beyond that, Bid Evaluation/Tender Committee will decide the matter in its full discretion.

[Signature]
Member Secretary, Diu Higher Education Society, Diu
5.16. **BID EVALUATION COMMITTEE:** The bid evaluation committee constituted by Principal, Diu College, Diu Higher Education Society, Diu, shall evaluate the bids. This may involve the representations from field and/or other department's experts. The decision of the bid evaluation committee in the evaluation of the Technical and Commercial bids shall be final.

5.17. **The Principal, Diu College, Diu Higher Education Society, Diu, shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents.**

i. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected. In case of tenders containing any conditions or deviations or reservations about contents of tender document, Principal, Diu College, Diu Higher Education Society, Diu, may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such conditions/deviations/reservations, the tender shall be treated as non-responsive. Principal, Diu College, Diu Higher Education Society, Diu, decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

ii. Principal, Diu College, Diu Higher Education Society, Diu, reserves the right to verify all statements, information and documents, submitted to Principal, Diu College, Diu Higher Education Society, Diu, in response to the tender. The lack of such verification or otherwise, by the Principal, Diu College, Diu Higher Education Society, Diu, shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Principal, Diu College, Diu Higher Education Society, Diu, there under.

iii. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet issued LOA and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this tender, be liable to be terminated, by a communication in writing by Principal, Diu College, Diu Higher Education Society, Diu, without Principal, Diu College, Diu, Member Secretary, Diu Higher Education Society, Diu

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Higher Education Society, Diu, being liable in any manner whatsoever to the selected Bidder.

5.18. CRITERIA FOR EVALUATION OF TECHNICAL BID: The applicants qualifying the initial criteria of basic eligibility as set out in clauses above will be evaluated further for the following criteria by scoring method on the basis of details furnished by them:

<table>
<thead>
<tr>
<th>S No</th>
<th>Attributes</th>
<th>Evaluation Marks</th>
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<tbody>
<tr>
<td>(a)</td>
<td>Financial strength</td>
<td>(Maximum 15 marks)</td>
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<tr>
<td></td>
<td>Average annual turnover in last 3 (Three) financial years.</td>
<td>Between Rs. 5 Crore to Rs 10 Crore:</td>
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<tr>
<td></td>
<td></td>
<td>05 marks</td>
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<tr>
<td></td>
<td></td>
<td>Between Rs 10 Crore to Rs 15 Crore:</td>
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<td></td>
<td></td>
<td>10 Marks</td>
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<tr>
<td></td>
<td></td>
<td>More than Rs 15 Crore: 15 Marks</td>
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<tr>
<td>(b)</td>
<td>Experience in Web Portal Design &amp; Development (including mobile app) for</td>
<td>(Maximum 30 marks)</td>
</tr>
<tr>
<td></td>
<td>any State Govt./ Central Govt./ PSU/ UT</td>
<td>(i) At least One Web Portal Design &amp;</td>
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<tr>
<td></td>
<td></td>
<td>Development solution (including mobile</td>
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<tr>
<td></td>
<td></td>
<td>app) successfully completed in last</td>
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<tr>
<td></td>
<td></td>
<td>one financial year of value &gt; Rs 15</td>
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<tr>
<td></td>
<td></td>
<td>lakh: 05 marks</td>
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<td></td>
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<td>(ii) 02 to 03 Web Portal Design &amp;</td>
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<td></td>
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<td>Development solution (including mobile</td>
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<td>app) successfully completed in last</td>
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<td>one financial year of value &gt; Rs 15</td>
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<tr>
<td></td>
<td></td>
<td>lakh each: 10 marks</td>
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<tr>
<td></td>
<td></td>
<td>(iii) 04 to 05 Web Portal Design &amp;</td>
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<td></td>
<td></td>
<td>Development solution successfully</td>
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<td></td>
<td></td>
<td>completed in last one financial year</td>
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<tr>
<td></td>
<td></td>
<td>of value &gt; Rs 15 lakh: 15 marks</td>
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<tr>
<td></td>
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<td>(iv) 06 to 07 Web Portal Design &amp;</td>
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<td></td>
<td>Development solution (including mobile</td>
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<td></td>
<td></td>
<td>app) successfully completed in last</td>
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<td></td>
<td></td>
<td>one financial year of value &gt; Rs 15</td>
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<td></td>
<td></td>
<td>lakh each: 20 marks</td>
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<td>(v) 07 to 08 Web Portal Design &amp;</td>
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<td>Development solution (including mobile</td>
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<td>app) successfully completed in last</td>
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<td></td>
<td></td>
<td>one financial year of value &gt; Rs 15</td>
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<tr>
<td></td>
<td></td>
<td>lakh each: 25 marks</td>
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<td></td>
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<td>(&gt;08 Web Portal Design &amp;</td>
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<td></td>
<td></td>
<td>Development solution (including mobile</td>
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<td>app) successfully completed in last</td>
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<td></td>
<td></td>
<td>one financial year of value &gt; Rs 15</td>
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<tr>
<td></td>
<td></td>
<td>lakhs each: 30 marks</td>
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<tr>
<td>(c)</td>
<td>Staff on payroll</td>
<td>(Maximum Marks 20 marks)</td>
</tr>
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<td>-----</td>
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</tbody>
</table>
| Availability of Technical Staff on the payroll of the Firm with qualifications and experience in web/portal design, hosting, testing and certification | Between 100-150: 10 marks  
Between 151-200: 15 marks  
> 200: 20 marks  
(please upload the organization details duly certified by the Authorized Signatory of the firm) |

<table>
<thead>
<tr>
<th>(d)</th>
<th>Technical Presentation</th>
<th>(Maximum: 35 marks)</th>
</tr>
</thead>
</table>
| (a) Concept, Design, Creativity, Architecture, work flow usability, GUI, security.  
(b) Blue print for design development customization, configuration and implementation strategy.  
(c) MIS and Dash Board design Proposal  
(d) Understanding of scope, objectives and completeness of response; overall concord between requirements, proposal etc. | (a) Max 10 marks  
(b) Max 5 Marks  
(c) Max 10 marks  
(d) Max 10 marks |

**Total Marks** 100

**Note:** Technical bid evaluation will be done on the scale of 1 to 100 points. The Bidders qualifying Technical Stage with 65% or more will be considered as technically responsive bid and shall be considered for the opening of Price/Financial bid. The Technical presentation must include the following:

a. Understanding of the Project Requirements
b. Highlights of the Proposed Solution
c. Proposed Approach & Methodology
d. Detailed Project Plan
e. Coverage of individual Modules in Proposed Application
f. Proposed architecture
g. Proposed team composition
h. Live Demo of the Solution for Proof of Concept.
5.19. **FINANCIAL/ PRICE BID EVALUATION**

5.19.1. The Financial Tender shall be submitted online in the same formats at ANNEXURE I (the "Financial PROPOSAL/PRICE BID") clearly indicating the total cost of the Work-, in Indian Rupees. In the event of a difference between the arithmetic total and the total shown in the Financial Tender, the lower of the two shall prevail.

5.19.2. The financial bid of the only technically eligible and qualified firm / bidder shall be opened. The bidders who technically qualify will only be eligible for financial bid opening. The highest composite bid score bidder shall be declared as L1/lowest bid for consideration of Award of Work.

5.19.3. While submitting the Financial Tender, the Bidder shall ensure the following:

i. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Tender, it shall be considered non-responsive and liable to be rejected.

ii. All applicable taxes/levies shall be INCLUDED in the financial bid and calculated as per applicable laws. All payments to firm shall be subject to deduction of taxes at source as per Applicable Laws. It is the responsibility of the Bidder to clearly identify all costs associated with any services as per the Tender Document and submit the total cost in the Financial Bid.

iii. The Price bid shall also include incidental charges, if any and no separate charges shall be paid by Principal, Diu College, Diu Higher Education Society, Diu, other than those quoted in the Financial /Price bid.

**5.20. CONTRACT FINALIZATION AND AWARD CRITERIA**

5.20.1. The Principal, Diu College, Diu Higher Education Society, Diu, notify the selected bidder, through a Letter of Award (LoA), that its bid has been accepted. The letter of award will be accompanied by the proforma for contract, incorporating all agreements between the parties.

5.20.2. Within 15 days of receipt of the Letter of Award, the successful Bidder shall sign and date the contract and return it to Principal, Diu College, Diu Higher Education Society, Diu, and the selected bidder will initiate the execution of the work as specified in the agreement.

Member Secretary, Diu Higher Education Society, Diu
5.21. CONFIDENTIALITY: Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising Principal, Diu College, Diu Higher Education Society, Diu, in relation to matters arising out of, or concerning the Selection Process. Principal, Diu College, Diu Higher Education Society, Diu, shall treat all information submitted as part of the Tender, in confidence and shall require all those who have access to such material to treat the same in confidence. Principal, Diu College, Diu Higher Education Society, Diu, may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or as may be required by law or in connection with any legal process.

5.22. VALIDITY OF THE RESPONSE TO TENDER DOCUMENT: The Bidder shall submit the response to Tender Document, which shall remain valid up to 90 days from the last date of submission of response to the bid Document. Principal, Diu College, Diu Higher Education Society, Diu, reserves the right to reject any response to Tender Document which does not meet the afore mentioned validity requirement. Principal, Diu College, Diu Higher Education Society, Diu, may solicit the bidders' consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

5.23. RIGHT OF PRINCIPAL, DIU COLLEGE, DIU HIGHER EDUCATION SOCIETY, DIU, TO REJECT A BID: Principal, Diu College, Diu Higher Education Society, Diu, reserves the right to reject any or all of the responses to Tender Document or cancel the Tender without assigning any reasons whatsoever and without any liability.
CHAPTER VI

6. GENERAL TERMS AND CONDITION OF THE AGREEMENT


6.2 EXECUTION OF AGREEMENT: After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within 15 days of the issue of LOA as prescribed in this tender after furnishing the Performance Security in the form of Bank Guarantee, on a non-judicial stamp paper of Rs. 50/-. Failure to execute the contract is liable to result the rejection of the work order and forfeiture of the EMD/ PBG

6.3 COMMENCEMENT OF THE WORK: The selected bidder shall commence the work at Principal, College, Diu, DIU HIGHER EDUCATION SOCIETY, DIU, as per the Project Schedule mentioned under the Scope of Work in the Tender Document or such other date as may be mutually agreed. If the selected bidder fails to either sign the Agreement or commence the work as specified herein, Principal, Diu College, Diu Higher Education Society, Diu, may invite the L-2 Bidder for negotiations. In such an event, the Bid Security/ EMD of the first selected Bidder shall be forfeited.

6.4 EXTENSION OF COMPLETION PERIOD: In case the web based App module and sub module as mentioned in the tender document mentioned is not successfully deployed within Ten (10) weeks (75 days) of the execution of the agreement, then an extension of 30 days may be granted subject to recovery of liquidated damages @ 0.5% of the contract value per week subject to a maximum of 10%. The failure on part of bidder to deploy successfully the web based App module described in the tender even after the expiry of the 30 days extension, shall lead to cancellation of the work order, contract agreement and forfeiture of performance security and non-payment of any outstanding dues to the successful bidder.

6.5 LIQUIDATED DAMAGES: If the supplier fails to deliver any or all the services or perform the services within the time period specified in the contract or leaves the job incomplete or refuses to complete the work or takes more time than the schedule fixed, the Purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5% (half) percent of the price of the delayed software or unperformed
service for each and every week (part of a week being treated as a full week) of delay until actual delivery or performance, up to a maximum deduction of 10% (Ten percent) of the total contract price.

6.6 APPLICATION STANDARDS: The software/services supplied under this contract shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned to the authoritative standards, such standard shall be latest issued by the concerned authorities.

6.7. INSPECTION AND TESTS: The Principal, Diu College, Diu Higher Education Society, Diu, shall have the right to inspect and/or test the conformity to the Contract Specification.

6.8. PROPRIETARY RIGHTS: The Bidder/Supplier shall indemnify the Principal, Diu College, Diu Higher Education Society, Diu, against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights and other intellectual property rights, material piracy arising from use of the goods or any part thereof in the Purchaser's country.

6.10. USE OF CONTRACT DOCUMENT AND INFORMATION: The Bidder/Supplier shall not, without the Purchaser's/Principal, DIU COLLEGE, DIU HIGHER EDUCATION SOCIETY, Diu, prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf or the Purchaser in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract.

6.11. TECHNICAL SUPPORT: Technical Support for the all services for a period of 5 Year after Go-live period.

i. Provide operational guidance to Principal, Diu College, Diu Higher Education Society, Diu, staff & System Administrators as and when required. Technical Support will be provided 24 x 7 through Remote support, telephone, email, Chat and also provide onsite support, if required or any other media.

ii. Technical support entails fixing any technical problems in the hosted solution and changes to be incorporated in the running system. Diu College, Diu Higher Education Society, Diu, will not pay any transportation, boarding and lodging allowance etc. for any technical staff deployed by the firm.

iii. The scope of technical support also includes rectification of errors within the already developed solution, server/database administration, server migration,

Member Secretary, Diu Higher Education Society, Diu
patching, system upgrades, technical and functional support to Member Secretary, Diu Higher Education Society, Diu, users etc.

6.13 MERGER & ACQUISITION OF THE VENDOR WITH ANOTHER COMPANY:
In the event the Vendor’s company or the concerned division of the company is taken over/ bought over by another company, all obligations and execution responsibilities under the agreement, shall be passed on for compliance by the new company in the negotiation for their transfer.

6.14. ASSIGNMENT: The supplier shall not assign, in whole or in part its obligations to perform under this contract, except with the prior written consent of Principal, Diu College, Diu Higher Education Society, Diu.

6.15. AMENDMENTS: No variation in or modification of the terms of the contract shall be made except by written amendment signed by both the parties.

6.16. PAYMENT TERMS: The invoice amount would be paid after the evaluation of performance against the deployment, and after deducting penalties, if any.

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Milestone</th>
<th>% of payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Milestone - 1: Submission and acceptance of the SRS document</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>Milestone - 2: Payment shall be released at the time of completion of successful testing of Web based application (including mobile app) including UAT</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>Milestone - 3: QGR after successful Go-live (for 20 quarters of five years) (3.5 * 20)</td>
<td>70%</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

6.18. PERFORMANCE SECURITY DEPOSIT: Performance Security/ Performance Bank Guarantee (PBG) towards Security:

i. The Performance Security/ Guarantee will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Principal, Diu College, Diu Higher Education Society, Diu, payable at Diu.

ii. The Performance Security/ Guarantee shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract (tendered/bid amount) and shall be released after Six (06) months of successful completion of the project subject to realization of liquidated damages if any.

iii. All charges whatsoever such as premium, commission, etc. with respect to the BG shall be borne by the bidder. The BG shall be valid for a period of 12 months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India. Also, the same shall be extended to the extent that it remains
valid for at least 3 months after the expiry of the contract.

iv. The bidder will also be required to further extend the BG, in case the Principal, Diu College, Diu Higher Education Society, Diu, extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.

v. The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, Principal, Diu College, Diu Higher Education Society, Diu, reserves the rights to terminate the contract, and forfeit the BG.

6.19. PRICES: Price mentioned in the Letter of Award shall be firm and not subject to escalations during the execution of the complete order and its subsequent amendments accepted by the Successful Bidder. Principal, Diu College, Diu Higher Education Society, Diu, shall not be liable to the firm/selected bidder any additional cost arising due to use of any third party license or hardware cost. Principal, Diu College, Diu Higher Education Society, Diu, shall not be liable for any claim whatsoever for any use of software/hardware tools deployed by the firm for Design, Development, Configuration, Hosting & Maintenance for E-College, Diu modules deployed for Diu College, Diu.

6.19. WAIVER: Failure or delay on the part of the Principal, Diu College, Diu Higher Education Society, Diu, to exercise right or power hereunder shall not operate as a waiver thereof.

6.20. APPLICABLE LAW: This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Courts at Diu or Daman shall have jurisdiction in this regard.

6.21. SUB-LETTING OF CONTRACT: The contractor shall not sublet, transfer or assign the contract or any part thereof without the written permission of the Principal, Diu College, Diu Higher Education Society, Diu, in the event of the contractor contravening this condition, the Principal, Diu College, Diu Higher Education Society, Diu, shall be entitled to place the contract elsewhere on the contractor’s account and at his risk and the contractor shall be liable for any losses or damage which the contractor may sustain in consequence or arising out of such replacing the contract.

6.22. TERMINATION FOR DEFAULT: The Principal, Diu College, Diu Higher Education Society, Diu, reserves the right to cancel the contract of the selected bidder and recover expenditure/damages/liabilities incurred by the Member Secretary, Diu Higher Education Society, Diu, on the following circumstances:

Member Secretary, Diu Higher Education Society, Diu
i. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.

ii. The bidder goes into liquidation voluntarily or otherwise

iii. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.

iv. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

v. If the Bidder, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Tendering Authority, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and deprive the Tendering Authority of the benefits of free and open competition.

vi. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract even after grant of extension, the Principal, Diu College, Diu Higher Education Society, Diu, reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Principal, Diu College, Diu Higher Education Society, Diu, may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

vii. The Principal, Diu College, Diu Higher Education Society, Diu, reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

Member Secretary, Diu Higher Education Society, Diu
6.23. **CONSEQUENCES OF TERMINATION:** In circumstances mentioned above the Tendering Authority may forfeit the security deposit/Guarantee.

6.24. **TERMINATION FOR INSOLVENCY:** The Tendering Authority may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Tendering Authority.

6.26. **FORCE MAJEURE**

6.26.1. Notwithstanding the provisions of tender, 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, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.26.2. For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by Principal, Diu College, Diu Higher Education Society, Diu, and its decision shall be final and binding on the Successful Bidder and all other concerned.

6.26.3. In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligation force majeure period. In the event that such force majeure extends beyond six months, PRINCIPAL, DIU COLLEGE, DIU HIGHER EDUCATION SOCIETY, DIU, has the right to terminate the contract in which case, the PBG shall be refunded to him.

6.26.4. If a force majeure situation arises, the Successful Bidder shall notify Member Secretary, Diu Higher Education Society, Diu, in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall also notify Principal, Diu College, Diu Higher Education Society, Diu, not later than 3 days of cessation of force majeure conditions. After examining the cases, Principal, Diu College, Diu Higher Education Society, Diu, shall decide and grant suitable additional

Member Secretary, Diu Higher Education Society, Diu
time for the completion of the Work, if required during the force majeure period. In the event that such force majeure extends beyond six months, Principal, Diu College, Diu Higher Education Society, Diu, has the right to terminate the contract in which case, the PBG shall be refunded to the bidder after suitable deductions, if any.

6.27. NOTICES ON DEFAULT: Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email and confirmed in writing to the other party’s last recorded address. A notice shall be effective when delivered or tendered to other party whichever is earlier.

6.28. DISPUTE RESOLUTION AND ARBITRATION

6.28.1 Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Principal, Diu College, Diu Higher Education Society, Diu, or his nominee whose decision shall be final and binding on both the parties to this contract.

6.28.2 The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

6.28.3 The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the bidder shall continue to be made in terms of the contract.

6.29. JURISDICTION OF COURT: The courts at Diu/ Daman shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

6.30. Successful Bidder's Obligations: Successful bidder shall indemnify Principal, Diu College, Diu Higher Education Society, Diu, for any software Patent/IPR related issue and it is the responsibility of Successful bidder to comply with the rules and procedure relating to the ownership or patent rights/IPR. Principal, Diu College, Diu Higher Education Society, Diu, shall not be made party to any dispute/litigation arising out of use of third party licenses by the selected firm. The Successful Bidder is obliged to work closely with Diu College, Diu's staff, act within its own authority and abide by directives issued by the Principal, Diu College, Diu Higher Education Society, Diu. The Successful Bidder will abide by the statutory
norms/Govt. rules prevalent in India and will free Principal, Diu College, Diu Higher Education Society, Diu, from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold Principal, Diu College, Diu Higher Education Society, Diu, responsible or obligated.

6.31. SUCCESSFUL BIDDER LIABILITY: Successful Bidder hereby accepts full responsibility and indemnifies Principal, Diu College, Diu Higher Education Society, Diu, and shall hold Principal, Diu College, Diu Higher Education Society, Diu, harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his sub contractors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify Principal, Diu College, Diu Higher Education Society, Diu, and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Letter of Award.

6.32. INDEMNITY DAMAGES AND INSURANCE: The bidder shall indemnify and make harmless the owner or the Officers, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work. An indemnity bond to this effect will be submitted by the bidder before start of work.

6.33. CONFIDENTIALITY OF PRINCIPAL, DIU COLLEGE, DIU HIGHER EDUCATION SOCIETY, DIU, DATA: The Successful Bidder will treat as confidential all data and information about Diu College, Diu, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of principal, Diu College, Diu Higher Education Society, Diu.

6.44. GOVERNING LANGUAGE: The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

6.45. LIMITATION OF LIABILITY
6.45.1. The aggregate liability of the Successful Bidder to Principal, Diu College, Diu Higher Education Society, Diu, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price/Value provided, however, that this limitation shall

Member Secretary, Diu Higher Education Society, Diu
not apply to any liability for damages arising from: Willful misconduct, or Indemnification against third party claims; or Gross Negligence.

6.45.2 Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

6.46. TAXES AND DUTIES: Except as otherwise specifically provided in the Contract, the Successful Bidder shall bear & pay all taxes, duties, levies and charges including service tax if applicable in connection with the completion of the contract. Any taxes & duties shall be to the Successful Bidder's account and no separate claim in this regard will be entertained.

6.47. SEVERABILITY: It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

6.48. COUNTERPARTS: This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

6.49. RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES: This contract is not intended & shall not be construed to confer on any person other than Principal, Diu College, Diu Higher Education Society, Diu, & Successful Bidder hereto, any rights and / or remedies herein.

6.50. COMPLIANCE WITH LABOUR LAWS: The Concessionaire shall abide by and comply with all the Applicable Laws and statutory requirements, including Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 etc.

6.51. INTERPRETATION OF THE CLAUSES: In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

6.52. SPECIAL CONDITIONS OF CONTRACT

6.52.1. Sub-Contracting: Sub-contracting is not allowed under this tender.
6.52.2 Risk Purchase: In case of breach of any of the conditions of the agreement or delay in supply or failure to implement at bidder's own quoted rates, Principal, Diu College, Diu Higher Education Society, Diu, may at its option, take any or all of the actions detailed below:-

i. Implement / Purchase from elsewhere on bidder's Risk or Account the entire or the remaining items and services.

ii. Forfeit either wholly or the part of the service charges/ security deposits.

iii. Taking of such other action against the bidder including legal action for breach of contract.

iv. Levy of penalties or with-held payment to the extent of services not provided.

6.53. WARRANTIES & INTELLECTUAL PROPERTY RIGHTS (IPR): During the operations phase from the date of Go-Live, the bidder will implement all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability/release date and should carry out installation and make operational the same at no additional cost. Bidder must ensure that they have all necessary licenses, approvals, consents of third Parties/principle manufacturers and all necessary technology, hardware and software to enable it to provide the solution.

6.54. As per CVC guidelines the successful bidder has to submit the signed Integrity Pact
### FINANCIAL/PRICE BID SCHEDULE

(Commercial Bid Format to be submitted)

<table>
<thead>
<tr>
<th>Sr.no</th>
<th>Description</th>
<th>Total Amount Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DESIGN, DEVELOPMENT, CONFIGURATION, HOSTING &amp; MAINTENANCE FOR e-COLLEGE, DIU. (including mobile app)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>First year of Operations and Maintenance support</td>
<td></td>
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<tr>
<td>3</td>
<td>Second year of Operations and Maintenance support</td>
<td></td>
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<tr>
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<td>Third year of Operations and Maintenance support</td>
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<td>Fourth year of Operations and Maintenance support</td>
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<tr>
<td>6</td>
<td>Fifth year of Operations and Maintenance support</td>
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Total (Including Tax)