

Notice Inviting Request for Proposal (RFP) from only those firms that have been short-listed Based on short listing-cum-evaluation criterion followed on 18-02-2017

“Cloud-Based Online Admission Management Services [Software as a Service - Managed Services]” for admission to Teaching Departments at Panjab University (PU), Chandigarh for the academic session 2017-2018



**PANJAB UNIVERSITY
SECTOR-14
CHANDIGARH - 160014**

Notice for the Bidders

PANJAB UNIVERSITY, CHANDIGARH

Dated: 22/02/2017

Notice Inviting Request for Proposal (RFP) from Short-Listed Firms

SEALED proposals (Technical & Financial: 2-Bid System) are invited from the short-listed firms after their presentation and securing at least 50 marks in short listing-cum-evaluation criterion on 18-02-2017 at PU for “Cloud-Based Online Admission Management Services [Software as a Service - Managed Services]” for admission to Teaching Departments at Panjab University (PU), Chandigarh for the academic session 2017-2018.

The document for technical bid and financial bid with details can be downloaded from the website: <http://tenders.puchd.ac.in>

Short-listed firms should submit their bids to the Office of Dean of University Instruction, Panjab University, Chandigarh - 160014 on or before 01/03/2017 up to 3.00 pm.

Dean of University Instruction
Panjab University
Chandigarh

List of Short-Listed Firms (in alphabetical order) who have scored at least 50 marks in short listing-cum-evaluation criterion

1. Center for Research and Industrial Staff Performance, Shyamla Hills, Bhopal, M.P.
2. MGRM Net Ltd, C-65, Safdarjung Development Area, New Delhi
3. Tata Consultancy Services, Plot No. A-44 & A-45, Block C & D, Sector 62, Noida, U.P.

Key Dates/Facts

| | | |
|----|---|--|
| 1. | Detailed Request for Proposal (RFP) document to be available on the website: http://tenders.puchd.ac.in | 22/02/2017 |
| 2. | Last Date and Time for Submission of RFP Documents | 01/03/2017 up to 03.00 p.m. |
| 3. | Place of submission of Request For Proposal (RFP) Document | Dean of University Instruction, Panjab University, Sector-14, Chandigarh-160014 |
| 4. | Date and Time of Opening of Technical and Financial Bids | 01/03/2017 at 03.30 p.m. Venue: (V.C. Committee Room, Panjab University, Chandigarh) |
| 5. | Date of uploading of the name of successful bidder along with the approved rate. | To be notified later. on the Noticeboard of DUI website: http://dui.puchd.ac.in |
| 6. | Contact Person (For any Query) | Dean of University Instruction, Panjab University, Sector-14, Chandigarh email: eoi@pu.ac.in, dui@pu.ac.in |
| 7. | Cost of RFP Document: (Non-refundable) (To be submitted in the form of DD along with the Technical bid) | Rs. 5,000/- (In favour of Registrar, Panjab University, Chandigarh payable at Chandigarh) |
| 8. | Earnest Money Deposit (EMD) (Refundable) (To be submitted in the form of DD along with the Technical bid) | Rs. 1,00,000/- (One lakh Only) (in favour of Registrar, Panjab University, Chandigarh payable at Chandigarh) |
| 9. | Performance Bank Guarantee (To be submitted within three working days from the date of issue of work order.) | 10% of total work value. |

Note: **No RFP document will be sold.** Short-listed Firms may visit our Web site at <http://tenders.puchd.ac.in> to download the RFP document for detailed information.

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SECTION-I:

1. Introduction: About Panjab University (PU), Chandigarh

With an illustrious past of over 133 years, Panjab University is one of the oldest Universities in India, established in 1882 at Lahore, now in Pakistan. With its campus spread over an area of 550 acres (2.2 km²) in Sectors 14 and 25 of the city of Chandigarh, the University constitutes 80 teaching and research departments and 6 Centers/Chairs for teaching and research at the main campus located at Chandigarh. Besides, it has 189 affiliated colleges spread over Punjab, one rural Regional Centre at Kauni, and 3 Regional Centers at Muktsar, Ludhiana and Hoshiarpur. By virtue of its age, experience, achievements and philosophy, Panjab University is a premier University of international character and stature, in so far as it draws its faculty and students from all over the country and abroad.

Adjudged as a premier institution of higher education at the international level, through various ranking surveys and yardsticks, Panjab University has always ranked amongst the topmost Universities of India. It has lately been ranked number one University in India, 38th in Asia, 39th by among BRICS & Emerging Economies, and in the bracket of 276-300 internationally by the Times Higher Education (THE) World University rankings 2014-2015, powered by Thomson Reuters. This has further reinforced its significant place and image in the world academics, and its *numero uno* status across the Nation. The University has been accredited thrice by National Assessment and Accreditation Council (NAAC) reiterating 'A' Grade award of status to the University. The alumni of this University have made seminal contribution by bringing laurels in every walk of life - politics, economics, history, society, literature and performing arts, science and technology, industry, medicine, etc.

Fully computerized Main Library with RFID facility has over 7 lac volumes which includes 1.25 lacs periodicals including some rare collections from the 19 century. The University Library has been recognized as one of the six national centers for data-information-distribution in the UGC's INFLIBNET programme. The Department of Science and Technology, Government of India has selected the Panjab University as one among the 14 top Universities in India for further funding under the Promotion of University Research and Scientific Excellence (DST-PURSE) programme.

The Dr A P J Abdul Kalam Computer Centre of the University provides Fiber Optic high speed network connectivity through Gigabit technology to all the Departments, Centers, Hostels and Administrative Block. The Computer Centre is connected through National Knowledge Network (NKN) and the National Mission of Education through Information and Communication Technology (NMEICT) networks.

2. Objectives of “Cloud-Based Online Admission Management Services [Software as a Service - Managed Services]” for admission to Teaching Departments at Panjab University (PU), Chandigarh for the academic session 2017-2018

Panjab University is looking for a web based comprehensive and integrated 'Online Admission Management Services [Software as a Service (SaaS) -Managed Services]' to automate the University's admission process and its related operations and functionality that runs on a cloud infrastructure. The system should be equipped with modern technologies such as Cloud Services, Online Payment Gateway, Mobile App, and Auto SMS/Email integration. The system should provide secure, accurate and timely information to all users at all levels for better information and decision making.

The objective of the initiative is to provide support to the University and admission seeking candidates by providing a faster, transparent and easy way of keeping records and use them for reference and further processing. The objective is also to bring in transparency, accountability and efficiency in various processes followed at university level.

In this context, Panjab University intends to select a firm for the development, implementation and maintenance of 'Online Admission Management Service [Software as a Service (SaaS) - Managed Services] ' that to be hosted on a Cloud. The Respondent firms shall be invited to submit a Technical Proposal, along with Financial Proposal. These Proposals will be the basis for hiring of a firm for implementation of the 'Online Admission Management Services' on the cloud.

The contract will be valid for a period of 2 years from the date of issuing of Work order along with the provision of extension for another one year. For the duration of these two years (tenure of the contract), Panjab University intends to run the application in a '**Managed Services**' model implying that the vendor will deploy manpower to implement, manage and maintain the 'Online Admission Management Services'. **The system should cater across all the operational processes in the area of designing of Website for Online Application, Admission Processing & Counseling Process i.e. for up-loading prospectus, application forms, hiring payment gateway, arranging pre-loaded credit/debit card for payment processing, preparation of merit and admission lists and computerized allotment of departments to selected candidates, etc.**

Scope of responsibility of firm/vendor will be periodic development, updation, configuration and maintenance of the system to make it ready for use. The firm/vendor shall help the staff of the University for all kind of processing and will be responsible for data entry in the system, if required.

3. Memorandum

- (A) Cost of RFP Document : 5,000/- in DD (Demand Draft) in favour of "Registrar, Panjab University, Chandigarh" Payable at Chandigarh
- (B) Earnest-Money : 1,00,000/- in DD (Demand Draft) in favour of "Registrar, Panjab University, Chandigarh" Payable at Chandigarh
- (C) Performance Bank Guarantee : 10% of total work value.

(To be submitted within three working days from the date of issue of work order.)

- (D) T.D.S. (if any to be deducted) : As per I.T. rules in force
- (E) Contract Validity Period : 2 years from the date of issuing of Work order along with the provision of extension for another one year.

4. Abstract Scope of Work

| Sr | Name of Work (all work / services as a single package work) | Details of Work | Cost of Tender Form | Earnest Money |
|----|--|----------------------|---------------------|---------------|
| 1 | "Cloud-Based Online Admission Management Services [Software as a Service - Managed Services]" for admission to Teaching Departments at PU for the session 2017-18. | As per Section-IV &V | 5,000/- | 1,00,000/- |

5. Timeline for Execution of Work

| | |
|----|--|
| 1. | Submission of Performance Bank Guarantee as per Section III (2)(ii) on the page 19 of this document. |
| 2. | Deployment of resources/manpower at Panjab University campus within 10 working day from the issue of work order. |
| 3. | Completion of System Study within 4 weeks day from the issue of work order. |
| 4. | System Design and Development within 7 weeks day from the issue of work order. |
| 5. | System testing and evaluation within 8-9 weeks from the issue of work order. |

Note: **No RFP document will be sold.** Short-listed Firms may visit our Web site at <http://tenders.puchd.ac.in> to download the RFP document for detailed information.

6. Important Instructions to the Bidding (already short-listed on 18-02-2107) firm/agency

- a) Note: No RFP document will be sold. Short-listed Firms may visit our Web site at <http://tenders.puchd.ac.in> to download the RFP document for detailed information.
- b) Bidder firms/agencies are advised to study the RFP (Request For Proposal) document carefully. Submission of RFP shall be deemed to have been done after careful study and examination of the RFP Document with full understanding of its implications.
- c) The Biding firms/vendors must furnish RFP Document Fee of Rs 5, 000/- (Five Thousand only) in favor of Registrar, Panjab University, Chandigarh in the form of Demand Draft payable at Chandigarh, failing which the bid will be rejected.
- d) The Bidding firms must furnish Earnest Money Deposit (EMD) of Rs 1,00,000/- (One lakh Only) in the form of DD in favour of Registrar, Panjab University, Chandigarh payable at Chandigarh from any of the nationalized / scheduled commercial bank, failing which the bid will be rejected. The firms / organizations who shall not be selected/considered, the earnest money deposit (EMD) of such firms shall be refunded without any interest within one month after taking the purchase decision.
- e) The RFP document is not transferable.
- f) The selected firm/vendor shall not be allowed to sublet any of the computer related service.
- g) The bidder should have experience of establishing/creation of Help Desk Centers at client location consisting of Internet connectivity & providing Manpower .
- h) The Bidder must have facilitated/established call center facility for handling admission related tasks for any Govt. / Semi Govt. organization.
- i) Panjab University reserves the right to reject any RFP without assigning any reasons.

Note: Panjab University shall not be responsible for any postal delays about non-receipts/non-delivery of documents. All late RFP/ incomplete RFP would be rejected out rightly.

SECTION-II: Request For Proposal (RFP) Terms and Conditions:

1) Eligibility Criteria for the Bidders (already short-listed on 18-02-2107)

- **Pre-Qualification Criteria:** The firms have already been short-listed based on the Terms and conditions for Pre-Qualification mentioned in the Expression of Interest (EoI) published in the newspapers on 31-01-2017 and available on the website on <http://tenders.puchd.ac.in>.
- A short listing-cum-evaluation criterion (**Section-II, Serial-3.1, Proforma-I**) has been followed to short list the firms.
- Only short-listed firms would be considered for the financial evaluation as mentioned in **Section-II at Serial-3.2**.
- The award of Contract will be based on Combined Quality-Cum-Cost Basis Selection (CQCBS) as mentioned in **Section-II at Serial-3.3**.

2) Procedure for Submission of RFP

- a) The RFP is a “Two Bid” document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with RFP Document cost and Earnest Money Deposit (EMD). Technical Bid should be submitted in a separate sealed envelope clearly indicating that it is a **“TECHNICAL BID”**.
- b) The financial bid is needed in a separate sealed envelope clearly indicating that it is a **“FINANCIAL BID”**. It should contain only commercial part in the prescribed format. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
- c) Both the covers (Technical bid and Financial bid envelopes) be placed in a sealed envelope, marked with the bidder’s name and clearly mentioning EoI No. & name of the work for which Bid is submitted. The RFP document complete in all respects, as prescribed in the RFP document, should be sent through registered/speed post/by hand to the **Dean of University Instruction, Panjab University, Chandigarh**, on or before 01/03/2017 up to 03.00 p.m.. No RFP shall be accepted after the last date fixed for the purpose.
- d) The firm shall have to qualify on the basis of the documents to be submitted in Technical Bid for finalizing the successful bidder.

The sealed envelopes of the bidders containing "Technical Bid" and “Financial Bid” shall be opened on 01/03/2017 at 03.30 p.m. Venue: (V.C. Committee Room, Panjab University, Chandigarh) and the bidding firms may be present on the day of opening the Bids.

- e) Each envelop so prepared should clearly indicate the name and address of the firm to enable the **‘Bid’** to be returned unopened in case it is received **“Late”** or due to any other reason.
- f) The RFP received late and declared late by the Bid Evaluation committee, after the last date and time for receipt of RFP, prescribed in the bid document or otherwise, shall be rejected and/or returned unopened to the bidding firm.
- g) The bid should be a complete document with Index & page numbering and should be bound as a volume.

3) Overall bid Evaluation Process

3.1 Phase I: Short-Listing-Cum-Evaluation Criterion:

Short-Listing-Cum-Evaluation Criterion has been followed on 18-02-2017 to short-list the firms and is given below:

Short listing-cum-Evaluation Criteria is as under:

Performa-I

| Sr. | Criteria | Maximum Marks |
|-----|---|---------------|
| 1. | The background of the organization regarding experience of successfully implementing Cloud-Based Online Admission Management Services[SaaS-Managed Services] (2 mark for each year) | 10 |
| 2. | Average Annual Turnover of the Firm during the last three years (FY 13-14, 14-15, 15-16) >= Rs. 200 Millions : 10 Marks >= Rs. 150 Millions and < Rs. 200 Millions : 7 marks >= Rs. 100 Millions and < Rs. 150 Millions : 5 marks | 10 |
| 3. | Satisfactory performance certificates / work order from previous / current clients regarding successful implementation of Online Admission Management Services. (2 Marks for each work order value higher than 10 Lakhs) | 10 |
| 4. | Firms having cert-in certification & ownership of data centers (primary and secondary) Both Primary & Secondary Data Centers are owned: 10 marks Only Primary Data Center is owned OR Data Center(s) is/are hired from third party: 5 marks | 10 |
| 5. | CMMI level certification of the firm. Level-5: 10 marks Level-4: 6 marks Level-3: 4 marks | 10 |
| 6. | Experience in Setting up of Helpdesk Centers (Max 5 marks) and Tele-call Centre (Max 5 marks) | 10 |
| 7. | Firms giving 100% compliance of Scope of Work & Minimum Time for delivery for compliance of Work Scope | 10 |
| 8. | Technical Presentation including methodology to be adopted for completion of the work: Proposed plan of work must be provided in view of the scope of work. Online Application Forms Management (Maximum 10 Marks) Online Admission Processing (Maximum 10 Marks) Online Counseling Management and Allied Work (Max 10 Marks) | 30 |
| | Total Marks | 100 |

Note:

- Only those firms who have secured 50 marks on evaluation in the above mentioned Short-Listing-Cum-Evaluation criteria by the duly constituted Tender Committee have been short listed and will be considered for Financial Bid.
- The marks obtained by the firm shall be denoted as "TS" (out of 100 marks) and would be given 70% weightage in Combined Quality-Cum-Cost Basis Selection (CQCBS) as explained in Section-II, Serial 3.3 below.
- The "TS" score shall be used to compute the final score in combination with Financial Score "FS" as explained in Section-II, Serial 3.3 below

3.2 Phase II - Evaluation of financial bids:

The financial bid shall be opened of only those short-listed firms who have secured 50 marks on evaluation in the above mentioned Short-Listing-Cum-Evaluation criteria by the duly constituted Tender Committee. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The Date and Time for opening of financial bid is 01.03.2017 at 4.00 p.m. (Venue: VCCR, PU, Chandigarh)

The bidder who has quoted the lowest price will be assigned a score of 100 in the financial bid. The other bidders will be assigned a score relative to the score of bidder with the lowest quote as below:

$$FS = 100 * \frac{FL}{F}$$

Where:

FS = Financial score of the Financial Proposal being evaluated

FL = Price of lowest priced Financial Proposal

F = Quoted price of Financial Proposal under consideration

3.3 Phase III - Combined Quality-Cum-Cost Basis Selection (CQCBS) method of Evaluation:

The score of Short-Listing-Cum-Evaluation criteria would be given 70% weightage, and the financial proposal would be given 30% weightage. The weighted combined score of the Technical bid including presentation (TS), and Financial score (FS) shall be used to rank the bidders on the basis of formula given as below:

$$\text{Combined Score} = 0.70 * TS + 0.30 * FS$$

Bidder with highest 'Combined Score' shall be declared selected Bidder.

In the event that two or more Bidders/organizations with same final score, the Bidder with more marks in Short-Listing-Cum-Evaluation criteria shall be selected.

4) Documents Comprising the RFP

The RFP prepared by the firms/vendors shall comprise of components mentioned below: (Bid documents are to be submitted in the order of eligibility clauses along with index page number):

4.1 Technical Bid shall consist of the following:

- a) Application form (Bid Proposal Sheet) duly signed in the Letter Head of Company/Firm (**Section-VI**)
- b) RFP document cost of Rs. **5,000/- in the form of DD in favour of “Registrar, Panjab University”, Payable at Chandigarh, from any of the nationalized / scheduled commercial bank, failing which the bid will be rejected.**
- c) An Earnest Money Deposit (EMD) of **Rs.1,00,000/- (One lakh only) in the form of DD in favour of “Registrar, Panjab University”, Payable at Chandigarh, from any of the nationalized / scheduled commercial bank, failing which the bid will be rejected.**
- d) Information about Escalation support, if any
- e) Copy of the RFP document signed on each page signifying acceptance of terms & conditions
- f) Detailed technical architecture of the quoted software product. (if not provided earlier on 18-02-2017).
- g) Software Implementation Methodology and approach for Ongoing Software Support. (if not provided earlier on 18-02-2017).
- h) The information about hosting of admission application on Panjab University subdomain (*.puchd.ac.in) be provided.

4.2 Commercial Bid shall consist of the following:

- Price Bid as per the **Performa-II** (in **Section-III, Serial 1**) of the RFP document

5) Processes (Phase wise) for Project Implementation

Following shall be the outlines of the stages of implementation of the selected solution:

a. Study Phase

- i. Understanding the requirement
- ii. Understanding the flow of data
- iii. Mapping of technologies
- iv. Scoping of the work
- v. Share documentation for the study phase

b. Implementation Phase

- i. Establishment and Implementation of approved modules
- ii. Mapping of requirements with the proposed system
- iii. Configuration of the system to meet the university requirements
- iv. Collection of master data and loading the same in the system
- v. Setting up of needed reports and dashboards

c. Training Phase

- i. Share documentation for training
- ii. Training the users for the implemented modules

d. System Acceptance & Support Phase

- i. Demonstration of system readiness to University team from departments
- ii. Understanding additional requirements and change requests.
- iii. Issues handling, monitoring and resolution

e. Project Monitoring and maintenance Phase

- i. Monitoring the progress
- ii. Project Management support/maintenance during development/pilot and roll-out
- iii. Overall co-ordination for roll-out
- iv. Risk management
- v. Governance and escalation processes

6) Key Contract Terms

•Validity period of agreement:

- The initial contract period will be for a period of 2 Years. However it may be extended for another one year with prior approval of the appropriate authority of PU, if necessary.
- Within 7 days from date of issue of the work order, the firm shall submit a list of Technical and Administrative Staff to be deployed (Performa-III in Section-VIII). Any change/transfer of these Technical and Administrative Personnel must take place in consultation with Panjab University and with due permission.

•Arbitration

- All disputes or differences, whatsoever, arising between the parties out of or relating to the interpretation, meaning and operation or effect of this contract or the breach thereof, shall be resolved through mutual consultation and negotiation.
- Any dispute not resolved by mutual consultations shall be settled through arbitration by the Vice Chancellor of Panjab University. The decision of the Arbitrator shall be final and binding on both the parties. The place of the Arbitration shall be the within Jurisdiction of Chandigarh-U.T. (India). Arbitration cost will be borne jointly by both the parties to the Contract.

•Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by bidder in the provision of the Services shall exclusively belong to BIDDER or its licensors (“BIDDER Proprietary Material”). Any and all Intellectual Property Rights with respect to the Services and the BIDDER Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to BIDDER or its licensors and the Institute shall not be entitled to claim any rights therein. All rights, title and interests in the PU Data shall always remain with the PU However, BIDDER shall have the right and license to use the PU Data for support, testing and product enhancement purposes. PU agrees that BIDDER shall have the right to list the PU’s name in its marketing material and use PU logo with respect to such listing and for reference purposes. PU acknowledges that the provision of the Services hereunder by BIDDER shall be on a non-exclusive basis and BIDDER shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude BIDDER from providing such services or performing such obligations to its other clients.

•Compensation

In consideration of the Services hereunder, PU shall pay SERVICE PROVIDER the fees and expenses (“Charges”) as specified in Financial Bid. PU shall be entitled to deduct from applicable payments to SERVICE PROVIDER, any tax on SERVICE PROVIDER income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide SERVICE PROVIDER with evidence or certificate of payment of such tax to the taxing authorities. SERVICE PROVIDER shall submit invoices to PU in accordance with the payment terms and conditions of this document.

•Representations and Warranties

Bidder warrants that the Services will be provided in a skilful and workman like manner and in conformity with the scope described in Scope of Work Proposed Functional Scope of this document. Notwithstanding the aforesaid, any Services which are provided by bidder free of charge or are otherwise not chargeable shall be provided on an ‘AS IS’

basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. Except as set forth in this clause, bidder makes no warranties to PU, Express or implied, with respect to any services or deliverables provided hereunder or under scope of work including without limitation and implied warranties of Merchantability or fitness for a particular purpose. All such other warranties are hereby disclaimed by bidder.

• **Confidential Information**

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

• **Force Majeure**

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "Force Majeure Event"). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability.

• **Language of RFP**

The RFP prepared by the firm and all correspondence and documents relating to the RFP exchanged by the bidder and the Client, shall be written in the English language, provided

that any printed literature furnished by the firm may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

•Limitation of Liability

Neither PU nor the bidder shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to bidder by the PU for the Service that gives rise to such liability during the twelve month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the willful misconduct; (ii) breach of the use terms in respect of use of bidder Application System; and (iii) breach of confidentiality obligations. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of PU to perform any of PU's obligations. In such event, bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge PU for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

•Non-Disclosure

The firm/vendor (Second Party) and their personnel shall not, either during the term of the contract or after expiry of this contract, disclose any proprietary or confidential information relating to the services, contract, terms, prices or the client's business or operations details without the prior written consent of Panjab University (First Party).

•Amendment in Tender Document

At any time up to the last date for receipt of RFP, the firm may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective firm, modify the Bid Document by an amendment.

The amendment will be notified on Institute's website and by e-mail to the prospective bidders who have received the Bid Documents and will be binding on them.

•Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the client and client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The firm is expected to carefully examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the firm's risk and may result in the rejection of the bid.

Section III

1) Pricing Response Template

Performa- II for Financial Bid (For Quoting Rate per Candidate)

| Sr. | Software System | Candidates Count | Price per candidate basis (one who has paid online application fee) | Rate of Tax (if applicable) | Total Price for 30,000 candidates |
|--------------|---|-------------------------|--|------------------------------------|--|
| | | (A) | (B) | (C) | (A*B) + (A*B*C) |
| I | Cloud-Based Online Admission Management Services [Software as a Service – Managed Services] | 30,000 (approx.) | | | |
| Total | | | | | |

Note:

- i) The firm must quote the one-time consolidated price for the entire admission management services per candidate basis who has paid online application fee. ***No additional/extra/hidden cost will be entertained under any circumstance by PU.*** The rate of taxes shall be quoted separately, if applicable.
- ii) PU will initiate the process of release of 50% of the payment on the last date of online receiving of application form. And the remaining amount will be released after the completion of the entire admission process satisfactorily for the session 2017-18.
- iii) Total will be used for Financial bid comparison and will be considered as Bidder's price
- iv) Rates must be quoted for Managed Services and hosting on Vendors Cloud. Rates of tax must be quoted separately.
- v) Quantum of work: Approximately 30 thousand candidates are likely to apply for admission to various teaching programmes at PU for the session 2017-2018. However exact figure can only be worked out on last date of submission of the application forms.
- vi) Student Count is only indicative. Price indicated here will be used only for price comparison purposes, while payments during contract term will be based on the number of candidates who have enrolled for admission in the session 2017-2018.
- vii) The pricing above should include bundled charges for Managed Services model of delivery that ensures that the system configuration (initial and ongoing) is taken care of by the service provider and necessary reports and deliverables are made available on time. Delivery should include a Project In charge along with minimum of five technical support persons at onsite university campus for the entire contract period for smooth implementation, functioning and ongoing configuration and issue management support.

(Authorized Signatory) With Name and Stamp

2) Performance Bank Guarantee

- i. The performance bank guarantee will be mandatory for all service providers and will not be waived off in any case.
- ii. The successful bidders shall be required to furnish the 'Performance Bank Guarantee' equal to 10% of the value of the order and shall be kept with the procuring office as Performance Bank guarantee. *For the purpose of calculating the value of the work order, the number of candidates shall be taken as 30,000.*
- iii. 'Performance Bank Guarantee' should be submitted within three working days from the date of issue of work order.
- iv. The Performance Bank Guarantee will be liable for forfeiture, if the bidder firm fails to render the service successfully or fails to execute within stipulated period.

3) Payment Terms

Payment will be made after satisfactory and complete execution of deliverable services as ordered subject to:

- i. Submission of Performance Bank Guarantee as 10% of the total work value.
- ii. Supply of the services as per specification as provided in the tender documents and the work order
- iii. Successful passing of the test conducted on the supplied service by the Expert Committee of the University.
- iv. Supply of the services within the period as specified in the work orders
- v. All deliveries under the contract are to be made as per the direction of University.
- vi. Approvals of Proofs for all printing documents/works have to be approved from the appropriate authority of the University before final delivery.
- vii. **PU will initiate the process of release of 50% of the payment within two working days from the expiry of last date of online receiving of application form for respective courses. The remaining amount will be released after the completion of the entire admission process satisfactorily for the session 2017-18.**
- viii. PU shall remit payment to bidder within thirty (30) days from the date of invoice.

Section-IV: Scope of Work (All Work/ Services as a Single Package Work)

The information related to admissions including eligibility criteria, guidelines, and procedures are available in PU Handbook of Information (available at PU website: <http://admissions.puchd.ac.in/handbookofinformation.php>)

Cloud-Based Online Admission Management Services [SaaS-Managed services] for admission to Teaching Departments at PU for the academic” session 2017-2018 will consist of four major sub-systems, namely:

1) Online Application Forms Management

This sub-system shall manage online submission of applicant’s data and processing of online applications. It shall capture relevant data and details of applicants for admissions. It is to be noted that there will be multiple online application forms catering to multiple teaching programmes. It should also include option of online payment gateways for any fees/registration payment. It may also include any other minor activity related to admission.

2) Online Admission Processing

The sub-system shall manage key admission activities such as processing of applicants through various admission stages including processing of various admission logic/process steps and ranking logic (merit list-category wise).

3) Online Counseling Management and Allied Work

This module shall support centralized online counseling along with Live Counseling Display. Live display shall include details of seat vacancies that are updated on real-time basis based on the seats that get filled during counseling and payment of admission fee through payment gateway. This module shall also support generation of list of admitted candidates including waiting list, SMS and e-mail communication of call letters to applicants, seat allotment or any other related activity.

4) Setting up of Helpdesk Centers and Tele-call Centre

The purpose of a helpdesk is usually to troubleshoot problems or provide guidance to applicants about filling of application form and handling queries via e-mail also.

The purpose of 24x7 Tele-call-center is to help & guide the applicants to undergo the process of online admission and counseling. The bidder shall provide Toll-free number for Tele-call center.

Basic Features of Online Application Form Management

| Sr. | Feature Details |
|-----|--|
| 1. | Provision for on line submission of Application Forms, and preparation of database for the eligible candidates for admission to teaching departments for the session 2017-2018. |
| 2. | Ability to integrate applicant data captured from various sources. e.g.: PU Website, other databases etc. |
| 3. | Configurable application form. Support for Data Validation, Multiple Languages and other attributes required by the University |
| 4. | Provision to capture scanned image copies of: Photographs, Signatures, Thumb Impressions, Mark sheet, Certificates etc. Uploading PDF documents like Challan, Mark sheets etc. also supported |
| 5. | Support for Online payment. Seamless integration with all major payment gateways, preferably through SBI/Nationalized Banks. |
| 6. | Ability to generate unique login ID, Password and application ID as per the University's naming nomenclature, for an applicant. |
| 7. | Ability to log-in to any submitted application for viewing/printing the summary of details filled in and to manage password if required)/provision for correction by applicant after proper authentication. User-friendly interfaces to view and print the filled in applications and related uploaded documents |
| 8. | Provision of an interface for admission office (of the department) that allows making any correction in the application form already filled by the applicant. |
| 9. | Powerful search engine for searching and listing of application (using basic and advanced search criteria. Option to download such selected data in bulk) |
| 10. | Ability to configure enquiry cycle to connect applicants with the admissions office throughout the admission process i.e. from submission to selection |
| 11. | Provision to configure customized Admit Card for the applicants |
| 12. | Provision to manage applicant information and track their closure cycle |
| 13. | Ability to identify and download reason for transaction failure, payment failure records, along with the corresponding cause and act accordingly. |

Additional Features of Online Application Form Management

| Sr. | Feature Details |
|-----|---|
| 1. | Ability to send scheduled and spontaneous notifications (SMS,E-mail) to applicants based on their stage in the application process |
| 2. | Ability to Scrutinize and identify an appropriate photographs and certificates |
| 3. | Ability to let the applicant fill up the application form in single as well as multiple sessions. |
| 4. | Scrutinize applications and perform actions to change the status of the application like Approve/Reject/On Hold/Send for Correction etc. |
| 5. | View Audit log of actions performed by the Candidates or Administrator on a submitted application |
| 6. | Ability to set Start dates and End dates for online applications for Candidates on Application Submit, Edit and Login actions |
| 7. | Ability to configure dynamic tab and tab content (HTML and/or PDF Formats and/or Form Listing) to be displayed on Application summary |
| 8. | View details of payment failure applications. Update / Re-activate payment failure application |
| 9. | Provision to generate customized analytics in graphical format. Example: Applicant Count based on City, Category, etc. |
| 10. | Provision to download Images/Signature/Payment reconciliation details in Bulk of the applicants |
| 11. | Provision to validate the email ID/SMS number of the applicants using One time Password(OTP) Verification link |
| 12. | Should have integrated with some of the top payment gateways like Tech Pro, Bill Desk, EBS, Easy2Pay,PayU, Citrus, Axis Bank, HDFC Bank, SBI : preferably through SBI/Nationalized Banks. |
| 13. | Provision to view application forms on mobile platform in a seamless manner |

Basic Features of Online Admission Processing

| Sr. | Feature Details |
|-----|-----------------|
|-----|-----------------|

| | |
|-----|--|
| 1. | Support for generating criteria based ranking for students. e.g. Ranking based on Admission category, Social Status, Admission Quota, Overall Merit etc. Option of creating a custom Rank Logic to formulate & generate a merit list /rank list based on parameters like entrance exam marks, past academic records, weightages etc |
| 2. | Configuring Admission Quotas: Ability to define sanctioned intake per admission quota for a course per academic year and admit students accordingly |
| 3. | Ability to configure enquiry cycle to connect applicants with the admissions office through out the admission process i.e. from submission to selection |
| 4. | Ability to configure the Admission Procedure / process as per university's requirement (see PU Handbook of Information) |
| 5. | Automated generation and dispatch of multiple letters to the applicants depending on the stage in admission process. Ex: Provisional Admission Letter, Final Admission Letter etc. |
| 6. | Provision to collect admission fees, prospectus charges, etc. |
| 7. | Provision to configure and set up Payment challan and fees receipts as per university requirements |
| 8. | Real Time Analytics for Admissions Team & Management: Admission Dashboards, Analytical Charts for daily admission trend, admission step wise status reports, Summary analysis as of date |
| 9. | Provision for generating Fee receipts instantly for the students after any collection, Also supported by Bulk receipt & duplicate Fees receipts generation |
| 10. | Provision for configuration of separation process and categorize them accordingly like suspension, withdrawal, course completion with standard workflows with letter generation and notification |

| Additional Features of Online Admission Processing | |
|---|---|
| Sr. | Feature Details |
| 1 | Grant scholarship or fee waiver in applicable cases during Admission process |
| 2 | Ability to configure notifications (SMS/Email) for different Admission events |
| 3 | Pull and process application as per rank of the applicants or as per the merit list generated of the short listed applicants |
| 4 | Capture Admission Process & related work flow as different steps of Admission |
| 5 | Option to verify all admission actions via proper audit log and workflow history which is maintained for every applicant throughout the life cycle |
| 6 | Allocation of additional services to students during admission process such as Hostel services, etc. |
| 7 | Provision to capture additional information(not present in application form) of the applicants during different stages of Admission process |
| 8 | Provision to correct & sync data automatically in the application form based on actual validation & scrutiny of the same during the admission process |
| 9 | Option to sync applicants data and store them as student personal information after final admission thereby saving lots of time in maintain student information records |
| 10 | Provision to collect fees for applicants in advance and adjust in accordingly with actual fee structure/fee plan defined for the student as per his course and category |
| 11 | Provision for managing refunds for the students who are withdrawing from the course |
| 12 | Provision for performing "Bulk Actions" like Bulk Application Processing and Rejection |
| 13 | Provision for adjusting fees of students in a dynamic manner during batch/course change |
| 14 | Restricting admission of a student based on certain parameters like fee not submitted or any field of the application form in a dynamic manner |
| 15 | Ability to view analysis of pending dues |
| 16 | Ability to automatically disable Student login id on separation by defining the schedule for applicable Custom Hooks. |

| Basic Features of Online Counseling Management and Allied Work | |
|---|--|
| Sr. | Feature Details |
| 1. | Ability to conduct online counseling and actually conducting the same (department wise), issuance of confirmation slip mentioning all particulars of the intending candidates, supply of detail list in excel sheet stating all particulars of the selected candidates (department wise) along with soft copy of application form (along with uploaded documents) to individual departments. |
| 2. | Provision for conducting centralized admission process & common counseling for multiple departments |
| 3. | Provision for conducting decentralized admission process per course per department/center |
| 4. | Support for online counseling management with option for the students/applicants to register, apply for department and course choices & preferences and submit registration fees online |
| 5. | In the online counseling process a configurable option for the applicants to lock the course-department offered to them/ apply for course-college upgrades/withdraw seat |
| 6. | Support for multiple rounds of online counseling based on the acceptance of the offer by the candidates, the withdrawal count and seat upgrade requests by candidates |
| 7. | Admission counseling display board with real-time seat allocation trends and vacancy details available for large pool of audiences of Applicants waiting for their turn, as well as for the admission team & management of the institution |
| 8. | Provision for students to see their allocated department / course |
| 9. | SMS and e-mail communication capability to connect to students |

| Basic Features of Help Desk | |
|------------------------------------|--|
| Sr. | Feature Details |
| 1. | For guiding the applicants, editing/modification of candidate's records/images, Vendor will maintain four help-desks in PU by providing with 2 duly trained man-power for each helpdesk. |
| 2. | Each help desk should be furnished with one computer with Internet facility, a printer and other infrastructure which will be provided by PU. |

| Basic Features of a Tele-call centre | |
|---|---|
| Sr. | Feature Details |
| 1. | Maintain a 24x7 Tele-call-center to help & guide the applicants to undergo the process of online admission and counseling. Only BSNL service should be availed. |
| 2. | The Tele-call center should be based in Chandigarh. |

Note:

The scope of work given above is only tentative and there can be changes with regard to the addition / deletion of any process(s) even at the last moment. The selected firm shall have to exclude / include any process(s)/ activity(s) which may be required to be deleted / inducted even at the last moment on mutually agreed basis.

Section-V: Detailed Technical Requirement Specifications

Additional technical requirements that software must comply are as follows. These are mandatory requirements.

| | |
|---|---|
| Business Continuity Planning | |
| Should have a primary and back-up center in India | |
| Every transaction in primary data center should be backed up in back-up data center so that there is no loss of data in case of any problems at primary data center | |
| Training Environment | |
| Should have provision for users to practice transactions before using the actual production system | |
| Data set up in production should be available in training environment so that training is a proper simulation. | |
| Integration of other systems | |
| Should have provision for other systems to integrate with the university automation system, using web services or similar technology | |
| Should have ability to both read from and write to this university automation system | |
| Import/Export Data | |
| 1 | Should have provision to upload data from all the existing local records held by the University |
| 2 | Should have provision to facilitate Import from/Interface with the third party applications in the university and extract data in various formats. |
| 3 | Should have provision for Import and Export to archived files |
| 4 | Should produce reports on all areas of data that can be exported to MS Excel/PDF. |
| Archiving | |
| 1 | The application should provide a Data Archival utility on a cloud model as a part of the standard offering |
| 2 | Should have support to facilitate the query and reporting on archived data. |
| Single and minimal data entry | |
| 1 | Data should be entered and validated at source only once and be used throughout the system(s) |
| 2 | There should be provisions to facilitate and minimize data input (e.g. use of intelligent default values, inheritance from previous entries, etc.) facility to strictly avoid any duplication of data. Search/match facility required that can help restrict the entry of duplicate data by providing interactive alert messages. |
| Management Information | |

| | |
|---|--|
| 1 | To support resource allocation and decision-making at University, it is mandatory that robust and user-friendly facilities be available with the system(s) using a web-based environment. |
| 2 | Pre-packaged analytic functions that provide interactive dashboards for faculty, students, etc., Integrate well with source data, support easy reporting with export facility to desktop suites like EXCEL, WORD, Open Office etc. in a suitable format compatible with university's other systems is essential. |
| Interfacing provisions / Interoperability with other key systems | |
| 1 | Support for callable functions to access internal data or invoke internal functions should also be available, via services that conform to industry standards. |
| 2 | Support for bar-coded, bio-metric, Internet Banking and/or smart card based inputs. |

| | |
|--------------------|--|
| Audit Trail | |
|--------------------|--|

| | |
|---|---|
| 1 | The application should record changes in data in every field with user ID and time stamp, with ability to record reasons in some cases. |
| 2 | Should Enable which fields or tables are to be audited through a delivered tool |

| | |
|---------------------------------|--|
| Access and authorization | |
|---------------------------------|--|

| | |
|---|--|
| 1 | Only authorized users should have access to the system. As such, the system should therefore have the ability for the specification of who will have access to which functions. Where appropriate, further discrimination at the data level (e.g. Respective departments may only have access/update to data related to their own departments) is required. In this regard, the capability to support multi-role differentiation based on a single user sign-on will be essential. |
| 2 | Support for a comprehensive access and authorization mechanism, including Single sign-on for all system components |
| 3 | Support for a central authentication scheme |
| 4 | Ability to define multiple level authority, comprehensive set of user roles and permission lists, and flexible segmentation of data |
| 5 | Ability to manage access to authorized functions based on the roles represented in the account |
| 6 | Ability to manage access to different segments of data depending on the role |
| 7 | Ability to perform password management functions including: controlled password expirations, forced password change with optional grace logins, minimum password lengths and strong password policy, minimum number of numeric characters, non-dictionary words, password history logging, and user lockout from failed login attempts |

| | |
|--------------------------------------|--|
| Reporting and data extraction | |
|--------------------------------------|--|

| | |
|---|--|
| | The proposed system(s) should support |
| 1 | Interface with Data Mining Tool |
| 2 | Facilities for free text search |
| 3 | Include a standard set of reports based on industry best practice |
| 4 | Have ad hoc reporting capability that is user friendly and easy to use |
| 5 | Support ability to report to file as well as other means |
| 6 | Provide good interfacing mechanism |
| 7 | Powerful analytics with good dashboards |
| 8 | Provide ready to use reports which are required as per NBA/NAAC compliance |

| | |
|--|--|
| Customizability/Configurability | |
|--|--|

| | |
|---|---|
| 1 | To minimize the need/impact of customization/configuration, the proposed system should, wherever appropriate, support <ul style="list-style-type: none"> • Flexible customization/configuration capabilities • Ability to extend/change existing pages without much impact on the application • Ability to add/modify the existing workflows |
|---|---|

| | |
|------------------------------|--|
| Self Service Portals: | |
|------------------------------|--|

| | |
|---|---|
| 1 | System should provide self-service portals to various functionalities to all the stakeholders. Stake holders should have an instant view of data depending on the user access provided. They should be able to view the summarized account of all actions and requests, notifications. |
| 2 | Students/Faculty should be able to login to the Self-services portal using their user-ID and password and see transactions/updates related to them, and receive notifications from university |
| 3 | Ability to create a new User Interface for a student, or a faculty with relevant information only |
| 4 | Ability to show data and action buttons that are most used by users |
| SMS /Email Integration | |
| There should be support for SMS/Email for following actions and it should be generated automatically: | |
| 1 | For information and reminders like login details, application status, schedule, fee dues, last submission dates |
| 2 | For information related to allotted course and department |
| Mobile based application | |
| 1 | The mobile based version of the software should be and an easy-to-use mobile browser/android application that allows students/faculty to perform various tasks and view information from any Smart phone. Notifications should be seen in mobile and actions like approvals can also be done. |
| Technology Tools | |
| 1. | Help Manual for the system should be made available online with videos with powerful search and filter capabilities to get quick help on any system information |
| 2. | Provision to Search anything like applications/solutions/users/screens/workflow transactions from a single screen |
| 3. | Provision to edit/modify/update of candidate uploaded images |
| 4. | All pending actions and notifications to be shown in one place like a work-list. Where actions can be taken like "approve" or "reject", this should be possible as well. |
| 5. | 24x7 Help Desk to manage the issues raised by the stakeholders. |
| 6. | Ability to see logs done each month as a trend to understand usage of the system or the module by a user or department |
| 7. | Live-Chat capability. Ability for a prospective student to do live chat with someone in admission enquiry department. |
| 8. | Broadcasting: Ability to send messages to applicants/departments for the message to display on their system login |
| 9. | Email Reply Capture - Capability with which users respond to the mails with certain key words and transaction are performed automatically, based on that e-mail response |
| 10. | SMS Reply Capture - Similar facility with SMS to perform transactions |
| 11. | Cloud Storage: Ability to store files in cloud drive so that it can be retrieved anytime later from anywhere |
| 12. | Messaging: Application for internal messaging - Chat among the users of the customer organization |
| 13. | Decision support system: Application should prompt the user with historical information before performing key transactions |

Section-VI:

Application Form/ Bid Proposal Sheet

To

Assistant Registrar (R & S)
Panjab University,
Sector-14
Chandigarh-160014

Subject: Cloud-Based Online Admission Management Service (SaaS-Managed Services] for admission to Teaching Departments at Panjab University (PU), Chandigarh for the academic” session 2017-2018.

Reference: N.I.T. No. _____ dated _____

Sir,

Having examined the RFP documents, I /we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of _____ in the capacity of _____ duly authorized to submit the order.

We:

- a) Understand that Tendering Authority can amend the scope & value of the contract bid under this project.
- b) Understand that Tendering Authority reserves the right to reject any application without assigning any reason thereof
- c) Understand that Tendering Authority is not bound to accept the lowest or any bid you may receive.
- d) Are interested to provide the services mentioned in the Scope of Work.
- e) Declare that all price mentioned in our proposal are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the opening of technical bid.
- f) Declare that all the services shall be performed strictly in accordance with the fine-tuned technical specifications. No Technical deviation will be acceptable and any technical deviation is liable to rejection of tender.
- g) We hereby declare that our proposal is made in good faith and the information contained in this proposal is true and correct to the best of our knowledge & belief.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the Firm for Application and for completion of the contract documents is attached herewith.

Date: _____

Signature of applicant including title

& capacity in which application is made

Section-VII:

DRAFT AGREEMENT

(On Non-Judicial stamp paper of Rs. 100/-)

This Contract is made and entered into on this _____ day of _____, 2017 between Panjab University, Chandigarh (herein after referred to as Purchaser/ PU) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART and M/s _____, a company registered under the Indian Companies Act, 1956 with its registered office at _____ (herein after referred as the "Successful Bidder/ Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas, Purchaser is desirous of appointing an agency for implementation of "Cloud-Based Online Admission Management Services [SaaS-Managed Services]" for admission to Teaching Departments at Panjab University (PU), Chandigarh for the academic" session 2017-2018" as per the Scope of Work and Terms and Conditions as set forth in the Tender document dated _____ of <NIT No. _____> with the objective to automate the University's admission process and its related operations and functionality that runs on a cloud infrastructure. The system should be equipped with modern technologies such as Cloud Services, Online Payment Gateway, Mobile App, and Auto SMS/Email integration. The system should provide secure, accurate and timely information to all users at all levels for better information and decision making. The system should also cater across all the operational processes in the area of designing of Website for Online Application, Admission Processing & Counseling Process i.e. for up-loading prospectus, application forms, hiring payment gateway, arranging pre-loaded credit/debit card for Online payment processing of data, preparation of admission lists and computerized allotment of departments to selected candidates, etc. Scope of responsibility of firm/vendor will be periodic development, updation, configuration and maintenance of the system to make it ready for use. The firm/vendor shall help the staff of the University for all kind of processing and will be responsible for data entry in the system, if required. The contract will be valid for a period of 2 years from the date of issuing of Work order along with the provision of extension for another one year. For the duration of these two years (tenure of the contract), Panjab University intends to run the application in a 'Managed Services' model implying that the vendor will deploy manpower to implement, manage and maintain the 'Online Admission Management Services'.

And whereas M/s _____ represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIT and Tender document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time and whereas Purchaser has accepted the bid of M/s _____ and has placed the Work Order vide Letter No. _____ dated _____, on which M/s _____ has given their acceptance vide their Letter No. _____ dated _____. And whereas M/s _____ has deposited a sum of Rs. _____/- (Rupees _____) in the form of ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under:-

1. The NIT Ref. No. _____ dated _____ and Tender document dated _____ issued by Panjab University, Chandigarh along with its enclosures/ annexure, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract, the main/important terms of which are reproduced here below for the convenience of both the contracting parties:
 - a) The approved consolidated price excluding all taxes for the entire admission management services per candidate basis who has paid online application fee is @ Rs ____/-.
 - b) Scope of work is as given below:
 - **Online Application Forms Management**

This sub-system shall manage online submission of applicant's data and processing of online applications. It shall capture relevant data and details of applicants for admissions. It is to be noted that there will be multiple online

application forms catering to multiple teaching programmes. It should also include option of online payment gateways for any fees/registration payment. It may also include any other minor activity related to admission.

- **Online Admission Processing**

The sub-system shall manage key admission activities such as processing of applicants through various admission stages including processing of various admission logic/process steps and ranking logic (merit list-category wise).

- **Online Counseling Management and Allied Work**

This module shall support centralized online counseling along with Live Counseling Display. Live display shall include details of seat vacancies that are updated on real-time basis based on the seats that get filled during counseling and payment of admission fee through payment gateway. This module shall also support generation of list of admitted candidates including waiting list, SMS and e-mail communication of call letters to applicants, seat allotment or any other related activity.

- **Setting up of Helpdesk Centers and Tele-call Centre**

The purpose of a helpdesk is usually to troubleshoot problems or provide guidance to applicants about filling of application form and handling queries via e-mail also.

The purpose of 24x7 Tele-call-center is to help & guide the applicants to undergo the process of online admission and counseling. The bidder shall provide Toll-free number for Tele-call center.

Basic Features of Online Application Form Management

| Sr. | Feature Details |
|-----|--|
| 1. | Provision for on line submission of Application Forms, and preparation of database for the eligible candidates for admission to teaching departments for the session 2017-2018. |
| 2. | Ability to integrate applicant data captured from various sources. e.g.: PU Website, other databases etc. |
| 3. | Configurable application form. Support for Data Validation, Multiple Languages and other attributes required by the University |
| 4. | Provision to capture scanned image copies of: Photographs, Signatures, Thumb Impressions, Mark sheet, Certificates etc. Uploading PDF documents like Challan, Mark sheets etc. also supported |
| 5. | Support for Online payment. Seamless integration with all major payment gateways, preferably through SBI/Nationalized Banks. |
| 6. | Ability to generate unique login ID, Password and application ID as per the University's naming nomenclature, for an applicant. |
| 7. | Ability to log-in to any submitted application for viewing/printing the summary of details filled in and to manage password if required)/provision for correction by applicant after proper authentication. User-friendly interfaces to view and print the filled in applications and related uploaded documents |
| 8. | Provision of an interface for admission office (of the department) that allows making any correction in the application form already filled by the applicant. |
| 9. | Powerful search engine for searching and listing of application (using basic and advanced search criteria. Option to download such selected data in bulk) |
| 10. | Ability to configure enquiry cycle to connect applicants with the admissions office throughout the admission process i.e. from submission to selection |
| 11. | Provision to configure customized Admit Card for the applicants |
| 12. | Provision to manage applicant information and track their closure cycle |
| 13. | Ability to identify and download reason for transaction failure, payment failure records, along with the corresponding cause and act accordingly. |

Additional Features of Online Application Form Management

| Sr. | Feature Details |
|-----|--|
| 1. | Ability to send scheduled and spontaneous notifications (SMS,E-mail) to applicants based on their stage in the application process |
| 2. | Ability to Scrutinize and identify an appropriate photographs and certificates |
| 3. | Ability to let the applicant fill up the application form in single as well as multiple sessions. |
| 4. | Scrutinize applications and perform actions to change the status of the application like Approve/Reject/On Hold/Send for Correction etc. |
| 5. | View Audit log of actions performed by the Candidates or Administrator on a submitted application |
| 6. | Ability to set Start dates and End dates for online applications for Candidates on Application Submit, Edit and Login actions |
| 7. | Ability to configure dynamic tab and tab content (HTML and/or PDF Formats and/or Form Listing) to be displayed on Application summary |
| 8. | View details of payment failure applications. Update / Re-activate payment failure application |
| 9. | Provision to generate customized analytics in graphical format. Example: Applicant Count based on City, Category, etc. |
| 10. | Provision to download Images/Signature/Payment reconciliation details in Bulk of the applicants |

| | |
|-----|--|
| 11. | Provision to validate the email ID/SMS number of the applicants using One time Password(OTP) Verification link |
| 12. | Should have integrated with some of the top payment gateways like Tech Pro, Bill Desk, EBS, Easy2Pay, PayU, Citrus, Axis Bank, HDFC Bank, SBI : preferably through SBI/Nationalized Banks. |
| 13. | Provision to view application forms on mobile platform in a seamless manner |

Basic Features of Online Admission Processing

| Sr. | Feature Details |
|-----|--|
| 1. | Support for generating criteria based ranking for students. e.g. Ranking based on Admission category, Social Status, Admission Quota, Overall Merit etc. Option of creating a custom Rank Logic to formulate & generate a merit list /rank list based on parameters like entrance exam marks, past academic records, weightages etc |
| 2. | Configuring Admission Quotas: Ability to define sanctioned intake per admission quota for a course per academic year and admit students accordingly |
| 3. | Ability to configure enquiry cycle to connect applicants with the admissions office through out the admission process i.e. from submission to selection |
| 4. | Ability to configure the Admission Procedure / process as per university's requirement (see PU Handbook of Information) |
| 5. | Automated generation and dispatch of multiple letters to the applicants depending on the stage in admission process. Ex: Provisional Admission Letter, Final Admission Letter etc. |
| 6. | Provision to collect admission fees, prospectus charges, etc. |
| 7. | Provision to configure and set up Payment challan and fees receipts as per university requirements |
| 8. | Real Time Analytics for Admissions Team & Management: Admission Dashboards, Analytical Charts for daily admission trend, admission step wise status reports, Summary analysis as of date |
| 9. | Provision for generating Fee receipts instantly for the students after any collection, Also supported by Bulk receipt & duplicate Fees receipts generation |
| 10. | Provision for configuration of separation process and categorize them accordingly like suspension, withdrawal, course completion with standard workflows with letter generation and notification |

| Additional Features of Online Admission Processing | |
|---|---|
| Sr. | Feature Details |
| 1 | Grant scholarship or fee waiver in applicable cases during Admission process |
| 2 | Ability to configure notifications (SMS/Email) for different Admission events |
| 3 | Pull and process application as per rank of the applicants or as per the merit list generated of the short listed applicants |
| 4 | Capture Admission Process & related work flow as different steps of Admission |
| 5 | Option to verify all admission actions via proper audit log and workflow history which is maintained for every applicant throughout the life cycle |
| 6 | Allocation of additional services to students during admission process such as Hostel services, etc. |
| 7 | Provision to capture additional information(not present in application form) of the applicants during different stages of Admission process |
| 8 | Provision to correct & sync data automatically in the application form based on actual validation & scrutiny of the same during the admission process |
| 9 | Option to sync applicants data and store them as student personal information after final admission thereby saving lots of time in maintain student information records |
| 10 | Provision to collect fees for applicants in advance and adjust in accordingly with actual fee structure/fee plan defined for the student as per his course and category |
| 11 | Provision for managing refunds for the students who are withdrawing from the course |
| 12 | Provision for performing "Bulk Actions" like Bulk Application Processing and Rejection |
| 13 | Provision for adjusting fees of students in a dynamic manner during batch/course change |
| 14 | Restricting admission of a student based on certain parameters like fee not submitted or any field of the application form in a dynamic manner |
| 15 | Ability to view analysis of pending dues |
| 16 | Ability to automatically disable Student login id on separation by defining the schedule for applicable Custom Hooks. |

| Basic Features of Online Counseling Management and Allied Work | |
|---|--|
| Sr. | Feature Details |
| 1. | Ability to conduct online counseling and actually conducting the same (department wise), issuance of confirmation slip mentioning all particulars of the intending candidates, supply of detail list in excel sheet stating all particulars of the selected candidates (department wise) along with soft copy of application form (along with uploaded documents) to individual departments. |
| 2. | Provision for conducting centralized admission process & common counseling for multiple departments |
| 3. | Provision for conducting decentralized admission process per course per department/center |
| 4. | Support for online counseling management with option for the students/applicants to register, apply for department and course choices & preferences and submit registration fees online |
| 5. | In the online counseling process a configurable option for the applicants to lock the course-department offered to them/ apply for course-college upgrades/withdraw seat |
| 6. | Support for multiple rounds of online counseling based on the acceptance of the offer by the candidates, the withdrawal count and seat upgrade requests by candidates |
| 7. | Admission counseling display board with real-time seat allocation trends and vacancy details available for large pool of audiences of Applicants waiting for their turn, as well as for the admission team & management of the institution |
| 8. | Provision for students to see their allocated department / course |
| 9. | SMS and e-mail communication capability to connect to students |

| Basic Features of Help Desk | |
|------------------------------------|--|
| Sr. | Feature Details |
| 1. | For guiding the applicants, editing/modification of candidate's records/images, Vendor will maintain four help-desks in PU by providing with 2 duly trained man-power for each helpdesk. |
| 2. | Each help desk should be furnished with one computer with Internet facility, a printer and other infrastructure which will be provided by PU. |

| Basic Features of a Tele-call centre | |
|---|---|
| Sr. | Feature Details |
| 1. | Maintain a 24x7 Tele-call-center to help & guide the applicants to undergo the process of online admission and counseling. Only BSNL service should be availed. |
| 2. | The Tele-call center should be based in Chandigarh. |

Note: The scope of work given above is only tentative and there can be changes with regard to the addition / deletion of any process(s) even at the last moment. The selected firm shall have to exclude / include any process(s)/ activity(s) which may be required to be deleted / inducted even at the last moment on mutually agreed basis.

Detailed Technical Requirement Specifications

Additional technical requirements that software must comply are as follows. These are mandatory requirements.

| Business Continuity Planning |
|---|
| Should have a primary and back-up center in India |

| | |
|---|---|
| Every transaction in primary data center should be backed up in back-up data center so that there is no loss of data in case of any problems at primary data center | |
| Training Environment | |
| Should have provision for users to practice transactions before using the actual production system | |
| Data set up in production should be available in training environment so that training is a proper simulation. | |
| Integration of other systems | |
| Should have provision for other systems to integrate with the university automation system, using web services or similar technology | |
| Should have ability to both read from and write to this university automation system | |
| Import/Export Data | |
| 1 | Should have provision to upload data from all the existing local records held by the University |
| 2 | Should have provision to facilitate Import from/Interface with the third party applications in the university and extract data in various formats. |
| 3 | Should have provision for Import and Export to archived files |
| 4 | Should produce reports on all areas of data that can be exported to MS Excel/PDF. |
| Archiving | |
| 1 | The application should provide a Data Archival utility on a cloud model as a part of the standard offering |
| 2 | Should have support to facilitate the query and reporting on archived data. |
| Single and minimal data entry | |
| 1 | Data should be entered and validated at source only once and be used throughout the system(s) |
| 2 | There should be provisions to facilitate and minimize data input (e.g. use of intelligent default values, inheritance from previous entries, etc.) facility to strictly avoid any duplication of data. Search/match facility required that can help restrict the entry of duplicate data by providing interactive alert messages. |
| Management Information | |
| 1 | To support resource allocation and decision-making at University, it is mandatory that robust and user-friendly facilities be available with the system(s) using a web-based environment. |
| 2 | Pre-packaged analytic functions that provide interactive dashboards for faculty, students, etc., Integrate well with source data, support easy reporting with export facility to desktop suites like EXCEL, WORD, Open Office etc. in a suitable format compatible with university's other systems is essential. |
| Interfacing provisions / Interoperability with other key systems | |

| | |
|--|--|
| 1 | Support for callable functions to access internal data or invoke internal functions should also be available, via services that conform to industry standards. |
| 2 | Support for bar-coded, bio-metric, Internet Banking and/or smart card based inputs. |
| Audit Trail | |
| 1 | The application should record changes in data in every field with user ID and time stamp, with ability to record reasons in some cases. |
| 2 | Should Enable which fields or tables are to be audited through a delivered tool |
| Access and authorization | |
| 1 | Only authorized users should have access to the system. As such, the system should therefore have the ability for the specification of who will have access to which functions. Where appropriate, further discrimination at the data level (e.g. Respective departments may only have access/update to data related to their own departments) is required. In this regard, the capability to support multi-role differentiation based on a single user sign-on will be essential. |
| 2 | Support for a comprehensive access and authorization mechanism, including Single sign-on for all system components |
| 3 | Support for a central authentication scheme |
| 4 | Ability to define multiple level authority, comprehensive set of user roles and permission lists, and flexible segmentation of data |
| 5 | Ability to manage access to authorized functions based on the roles represented in the account |
| 6 | Ability to manage access to different segments of data depending on the role |
| 7 | Ability to perform password management functions including: controlled password expirations, forced password change with optional grace logins, minimum password lengths and strong password policy, minimum number of numeric characters, non-dictionary words, password history logging, and user lockout from failed login attempts |
| Reporting and data extraction | |
| | The proposed system(s) should support |
| 1 | Interface with Data Mining Tool |
| 2 | Facilities for free text search |
| 3 | Include a standard set of reports based on industry best practice |
| 4 | Have ad hoc reporting capability that is user friendly and easy to use |
| 5 | Support ability to report to file as well as other means |
| 6 | Provide good interfacing mechanism |
| 7 | Powerful analytics with good dashboards |
| 8 | Provide ready to use reports which are required as per NBA/NAAC compliance |
| Customizability/Configurability | |
| 1 | To minimize the need/impact of customization/configuration, the proposed system should, wherever appropriate, support <ul style="list-style-type: none"> • Flexible customization/configuration capabilities • Ability to extend/change existing pages without much impact on the application • Ability to add/modify the existing workflows |
| Self Service Portals: | |
| 1 | S0079stem should provide self-service portals to various functionalities to all the stakeholders. Stake holders should have an instant view of data depending on the user access provided. They should be able to view the summarized account of all actions and requests, notifications. |
| 2 | Students/Faculty should be able to login to the Self-services portal using their user-ID and password and see transactions/updates related to them, and receive notifications from university |
| 3 | Ability to create a new User Interface for a student, or a faculty with relevant information only |
| 4 | Ability to show data and action buttons that are most used by users |

| SMS /Email Integration | |
|---|---|
| There should be support for SMS/Email for following actions and it should be generated automatically: | |
| 1 | For information and reminders like login details, application status, schedule, fee dues, last submission dates |
| 2 | For information related to allotted course and department |
| Mobile based application | |
| 1 | The mobile based version of the software should be and an easy-to-use mobile browser/android application that allows students/faculty to perform various tasks and view information from any Smart phone. Notifications should be seen in mobile and actions like approvals can also be done. |
| Technology Tools | |
| 1. | Help Manual for the system should be made available online with videos with powerful search and filter capabilities to get quick help on any system information |
| 2. | Provision to Search anything like applications/solutions/users/screens/workflow transactions from a single screen |
| 3. | Provision to edit/modify/update of candidate uploaded images |
| 4. | All pending actions and notifications to be shown in one place like a work-list. Where actions can be taken like "approve" or "reject", this should be possible as well. |
| 5. | 24x7 Help Desk to manage the issues raised by the stakeholders. |
| 6. | Ability to see logs done each month as a trend to understand usage of the system or the module by a user or department |
| 7. | Live-Chat capability. Ability for a prospective student to do live chat with someone in admission enquiry department. |
| 8. | Broadcasting: Ability to send messages to applicants/departments for the message to display on their system login |
| 9. | Email Reply Capture - Capability with which users respond to the mails with certain key words and transaction are performed automatically, based on that e-mail response |
| 10. | SMS Reply Capture - Similar facility with SMS to perform transactions |
| 11. | Cloud Storage: Ability to store files in cloud drive so that it can be retrieved anytime later from anywhere |
| 12. | Messaging: Application for internal messaging - Chat among the users of the customer organization |
| 13. | Decision support system: Application should prompt the user with historical information before performing key transactions |

- c) Performance Bank Guarantee:
- i. The successful bidder shall furnish the 'Performance Bank Guarantee' equal to 10% of the value of the order and shall be kept with the procuring office as Performance Bank guarantee. For the purpose of calculating the value of the work order, the number of candidates shall be taken as 30,000.
 - ii. 'Performance Bank Guarantee' should be submitted within three working days from the date of issue of work order.
 - iii. The Performance Bank Guarantee will be liable to forfeiture if the bidder firm fails to supply the deliverable service successfully or fails to execute within stipulated period.
- d) Payment Terms: Payment will be made after satisfactory and complete execution of deliverable services as ordered subject to:
- i. Submission of Performance Bank Guarantee as 10% of the total work value.
 - ii. Supply of the materials/services as per specification as provided in the tender documents and the work order
 - iii. Installation and Commissioning, if needed, up to the satisfaction of the competent authority

- iv. Successful passing of the test conducted on the supplied material/service by the Expert Committee of the University.
 - v. Supply of the materials/services within the period as specified in the work orders
 - vi. All deliveries under the contract are to be made as per direction of University.
 - vii. Approvals of Proofs for all printing documents/works have to be approved from the appropriate authority of the University before final delivery.
 - viii. Supply of All materials/services which will be supplied from the University for the purpose of furnishing information and all materials/services which will have to be supplied by the firm to the University under the contract.
 - ix. PU will initiate the process of release of 50% of the payment on the last date of online receiving of application form. And the remaining amount will be released after the completion of the entire admission process satisfactorily for the session 2017-18.
 - x. PU shall remit payment to bidder within thirty (30) days from the date of invoice.
- e) Key Contract Terms:

- **Validity period of agreement:**

- The initial contract period will be for a period of 2 Years. However it may be extended for another one year with prior approval of the appropriate authority of PU, if necessary.
- Within 7 days from date of issue of the work order, the firm shall submit a list of Technical and Administrative Staff to be deployed (Performa-III in Section-VIII). Any change/transfer of these Technical and Administrative Personnel must take place in consultation with Panjab University and with due permission.

- **Arbitration**

- All disputes or differences, whatsoever, arising between the parties out of or relating to the interpretation, meaning and operation or effect of this contract or the breach thereof, shall be resolved through mutual consultation and negotiation.
- Any dispute not resolved by mutual consultations shall be settled through arbitration by the Vice Chancellor of Panjab University. The decision of the Arbitrator shall be final and binding on both the parties. The place of the Arbitration shall be the within Jurisdiction of Chandigarh-U.T. (India). Arbitration cost will be borne jointly by both the parties to the Contract.

- **Proprietary Rights**

All rights, title and interests in and to the Services Environment and any other material used by bidder in the provision of the Services shall exclusively belong to BIDDER or its licensors (“BIDDER Proprietary Material”). Any and all Intellectual Property Rights with respect to the Services and the BIDDER Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to BIDDER or its licensors and the Institute shall not be entitled to claim any rights therein. All rights, title and interests in the PU Data shall always remain with the PU However, BIDDER shall have the right and license to use the PU Data for support, testing and product enhancement purposes. PU agrees that BIDDER shall have the right to list the PU’s name in its marketing material and use PU logo with respect to such listing and for reference purposes. PU acknowledges that the provision of the Services hereunder by BIDDER shall be on a non-exclusive basis and BIDDER shall be free at all times to provide the services or perform

obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude BIDDER from providing such services or performing such obligations to its other clients.

- **Compensation**

In consideration of the Services hereunder, PU shall pay SERVICE PROVIDER the fees and expenses (“Charges”) as specified in Commercial. PU shall be entitled to deduct from applicable payments to SERVICE PROVIDER, any tax on SERVICE PROVIDER income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide SERVICE PROVIDER with evidence or certificate of payment of such tax to the taxing authorities. SERVICE PROVIDER shall submit invoices to PU in accordance with the payment terms and conditions of this document.

- **Representations and Warranties**

Bidder warrants that the Services will be provided in a skilful and workman like manner and in conformity with the scope described in Scope of Work Proposed Functional Scope of this document. Notwithstanding the aforesaid, any Services which are provided by bidder free of charge or are otherwise not chargeable shall be provided on an ‘AS IS’ basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. Expect as set forth in this clause, bidder makes no warranties to PU, Express or implied, with respect to any services or deliverables provide hereunder or under scope of work including without limitation and implied warranties of Merchantability or fitness for a particular purpose. All such other warranties are hereby disclaimed by bidder.

- **Confidential Information**

Each Party (the “Receiving Party”) acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the “Disclosing Party”) hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party’s Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party’s Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party’s Confidential Information, or authorize other persons or entities to use the Disclosing Party’s Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party’s Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party

free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

- **Force Majeure**

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "Force Majeure Event"). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability.

- **Language of RFP**

The RFP prepared by the firm and all correspondence and documents relating to the RFP exchanged by the bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the firm may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

- **Limitation of Liability**

Neither PU nor the bidder shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to bidder by the PU for the Service that gives rise to such liability during the twelve month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the willful misconduct; (ii) breach of the use terms in respect of use of bidder Application System; and (iii) breach of confidentiality obligations. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of PU to perform any of PU's obligations. In such event, bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge PU for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

- **Non-Disclosure**

The firm/vendor (Second Party) and their personnel shall not, either during the term of the contract or after expiry of this contract, disclose any proprietary or confidential information relating to the services, contract, terms, prices or the client's business or operations details without the prior written consent of Panjab University (First Party).

- **Amendment in Tender Document**

At any time up to the last date for receipt of RFP, the firm may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective firm, modify the Bid Document by an amendment. The amendment will be notified on Institute's website and by e-mail to the prospective bidders who have received the Bid Documents and will be binding on them.

- **Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the client and client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. The firm is expected to carefully examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the firm's risk and may result in the rejection of the bid.

2. In consideration of the payment to be made by Panjab University, Chandigarh to M/s _____ at the rates set forth in the work order no. _____ will duly supply the said articles set forth in “Performa – II for “Financial Bid” thereof and provide related services in the manner set forth in the Tender, along with its enclosures/ annexure and Technical Bid along with subsequent clarifications submitted by M/s _____.
3. Panjab University, Chandigarh do hereby agree that if M/s _____ shall complete all work as mentioned in the scope of work in the manner aforesaid observe and keep the said terms and conditions of the Tender and Contract, the Panjab University, Chandigarh will pay or cause to be paid to M/s _____, at the time and the manner set forth in the said conditions of the Tender. The mode of Payment will be as specified in the Tender document.
4. The timelines for the prescribed Scope of Work and requirement of services shall be effective from the date of work order i.e _____ and completed by M/s _____ within the period as specified in the Tender document or to be specified in consultation between both the parties.
5. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the Tender document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____ day of _____, 2017.

Signature of the Approved Bidder

Signature for and on behalf of Panjab University

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No. 1

Witness No. 2

Witness No. 2

Section-VIII:

Performa-III

Duly authenticated list of full time Technical and Administrative Personnel to be employed for the work

Duly authenticated list of Fulltime Technical and Administrative Professionals with the Bidder

(Detailed Curriculum Vitae of key personnel along with their key role in the company, who will be associated with this project, is to be attached with the bid.)

| Sr. No. | Name | Designation | Educational Qualification | Date of Joining |
|----------------|-------------|--------------------|----------------------------------|------------------------|
| | | | | |
| | | | | |

Date.....

(Signature)

Place (in the capacity of):

Duly authorised to sign Bid for and on behalf of.....