

GOVERNMENT OF MAHARASHTRA

DEPARTMENT OF TECHNICAL EDUCATION

GOVERNMENT COLLEGE OF ENGINEERING, STATION ROAD, OSMANPURA, AURANGABAD – 431 005, (MS)

NAME OF WORK: Procurement of MIS Software for Admission, Academic and

Examination with Annual Technical Support Service

Security Deposit : Rs. 5% of The Purchase

Order Value

Earnest Money : Rs. 1,25,000.00

E_TENDER NO. 02 GECA-Abad 2016-17

GOVT. OF MAHARASHTRA Government College of Engineering, Station Road, Aurangabad - 431 005 Phone No. 0240/2366351 Web- www.geca.ac.in

E-TENDER NOTICE NO – 2, GEC-ABAD FOR 2016-2017

Sealed online e - tenders for the following work are invited by the Principal, Government College of Engineering, Station Road, Aurangabad - 431 005, (Phone No. 0240/2366351) from the suppliers

e-	Name of Work	Earnest	Time	Cost of Blank e-
tender		Money	limit for	tender
work		Rs.	Completion	Fee Rs.
1	Procurement of MIS Software for	1,25,000/-	06	2500/-
	Admission, Academic and	Online	Months	(Non- Refundable)
	Examination with Annual	RTGS/		(Only for Online
	Technical Support Service	NEFT		Payment (Payment
	for Government College of			Mode) Debit Card,
	Engineering, Station Road,			Credit Card or Net
	Osmanpura, Aurangabad –			Banking
	431005			

E-Tender Time table

Sr.	DGPS Stage	Contractor	Start Date	Expiry Date & Time	
No.		Stage	& Time		
01	Tender Release		31.08.2016	02.09.2016 time 17.30	
			time 11.00		
02		Tender	02.09.2016	19.09.2016 time 23.00	
		Download	time 17.31		
03		Bid	02.09.2016	19.09.2016 time 23.00	
		Preparation	time 17.31		
04	Last date and time for		16.09.2016 on 14.30 p.m.		
	online raising of technical		At TEQIP C	ell, Govt. college of Engineering, Station	
	points for clarification (Pre-		Road, Osmanpura, Aurangabad – 431 005		
	bid Meeting)				
05	Technical Bid Closing		19.09.2016	20.09.2016 time 17.30	
			time 23.01		
06	Price Bid Closing		19.09.2016	20.09.2016 time 17.30	
			time 23.01		
07		Bid	20.09.2016	22.09.2016 time 11.00	
		Submission	time 17.31		
08	Technical Bid Opening		22.09.2016	30.09.2016 time 17.30	
			time 11.01	(If possible)	
09	Price Bid Opening		22.09.2016	30.09.2016 time 17.30	
			time 11.01	(If possible)	

As per Online E-Tendering Time schedule

Note:-

1. All eligible/interested suppliers who want to participate in tendering process should compulsory get enrolled on e-tendering portal "http://maharashtra.etenders.in" and further need to empanel online on sub portal "https://dte.maharashtra.etenders.in" in the appropriate category applicable to them.

- 2. Contact details for difficulties in submission of online tenders if any. Sify Technotigies Ltd. Nextenders (India) Pvt. Ltd. On 020-25315555 (Pune)
- 3. It is compulsory for all participants to submit all documents online. It is also compulsory to submit Earnest money in prescribed format as prescribed in on-line tender document. In case of failure online offer will not be opened.
- 4. Other term and condition are displayed in online e-tender forms. Right to reject any or all online bid of work without assigning any reasons there of, is reserved.
- 5. Above Tender Notice is displayed on Government College of Engineering, Station Road, Aurangabad website "www.geca.ac.in"

Principal, Government College of Engineering, Aurangabad

DIS CLAIMER

- 1. Detailed Time Table for the various activities to be performed in e-tendering process by the Tendered for quoting their offer is given in this Tender Document under Tender Schedule. Supplier should carefully note down the cut-off dates for the carrying out each e-tendering process / activity.
- 2. Every effort is being made to keep the Website up to date and running smoothly 24 x 7 by the Government and the Service Provider. However, Government takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any point of time.
- 3. In that event Government College of Engineering, Aurangabad will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Website. It includes all associated services or due to such unavailability of the Website or any part thereof or any contents or any associated services.
- 4. Tenderers must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
- 5. Government College of Engineering, Aurangabad will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error/failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of Law. Suppliers must get done all the e-tendering activities well in advance.

DETAILS OF WORK

NAME OF WORK :-Procurement of MIS Software for Admission, Academic and Examination for

Government College of Engineering, Station Road, Osmanpura, Aurangabad – $431\ 005$

The EMD applicable amount shall be paid via Online mode only.

Total Security Deposit 5% (Five Percent) of purchase Order Value.

Earnest Money:	Rs. 1, 25,000/-(Rs. One Lakh Twenty Five thousand only
Security Deposit :	5% of Purchase Order Value (to be submitted by the lowest tenderer)
Validity Period :	120 days from the date of opening.
Time limit for completion of work :	6 months
Cost of Blank Tender Form :	Rs. 2500/-

TENDER SCHEDULE

1.	Download Period of online Tender	Dt. 02.09.2016 time 17.31 to Dt. 19.09.2016 time 23.00	
2.	Online Raised any Technical Point Last date and time. (Pre-bid Meeting)	Online raised or Physically raised any Technical point will be held in the Office of the Principal, Government College of Engineering, Station Road, Osmanpura, Aurangabad – 431 005 on or before Dt. 15.09.2016 on 14.30	
	Receipt of online EMD / ,Tender Document fees, to be paid online only via Payment Gateway mode Note- (1)Those Contactors who have submitted their bids on- line shall submit-	Document Tender Fee and EMD to be paid via online mode only. (Debit Card, Credit Cards, Net Banking, NEFT/RTGS	
	a) Tender Form Feeandb) Earnest Money Deposit in the form of online Payment Only		
	Place, Date and timing of opening Technical-bid and Financial bid.	Dt. 22.09.2016 time 11.00 to Dt. 30.09.2016 time 17.30 (If possible) in the office of Principal, Govt. College of Engineering, Station Road, Osmanpura, Aurangabad – 431 005 The Tender should be opened with in our suitable time /period	

GOVERNMENT OF MAHARSHTRA

GOVERNMENT COLLEGE OF ENGINEERING, AURANGABAD INVITATION FOR TENDERS

DETAILED TENDER NOTICE TO SUPPLIER

NAME OF ITEM: MIS Software for Admission, Academic and Examination with

Annual Technical Support Service for

Government College of Engineering, Osmanpura, Aurangabad – 431 005

1.0 Online Tender are invited by the Principal, GOVERNMENT COLLEGE OF ENGINEERING, AURANGABAD. For the following Item from all Suppliers. The name of Item, earnest money, security deposit, time limit for completion etc. is as under.

Sr.	Name of Item	Estimated Cost	Earnest	Security	Time limit in Tender
No.		(Rupees)	Money	Deposit	(Calendar months)
			(Rupees)	(Rupees)	
1.	MIS Software for Admission,	-	1,25,000/-	5% of	06
	Academic and			Purchase	Calendar Months
	Examination with Annual			Order Value	
	Technical Support Service for				
	Government College of				
	Engineering, Station Road,				
	Osmanpura, Aurangabad – 431 005				

- 1.1 Tender form, conditions of contract, specifications can be downloaded from the e_Tendering portal of Director of Technical Education, Government of Maharashtra i.e. https://dte.maharashtra.etenders.in after entering the details, payment of Rs. 2500/- (Rupees Two Thousand Five Hundred only) should be paid online using payment gateway. The fees of tender document will be non refundable. Further information regarding the work can be obtained from the above office.
- **1.2 Security** Deposit, should be submitted in sealed covers addressed to the Principal, Government College of Engineering, Station Road, Osmanpura, Aurangabad 431 005 with the name of the work written at the top of the envelope will be received in the office of the Principal, Government College of Engineering, Station Road, Osmanpura, Aurangabad 431 005, by the lowest tenderer, only.
- 1.3 The offer of the Supplier shall remain valid for acceptance for a minimum period of 120days from the date fixed for opening of Envelope No. 2 (Main Tender) and thereafter until it is withdrawn by the Supplier by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgement Due. In case of L1 suppler unable to work/supply of software the security deposit & EMD will non refundable
- 1.4 The tender notice shall form a part of the contract agreement.
- 1.5 The tenderer if firm or company shall in their forwarding letter mention the names of all the partners of the firm or the company (as the case may be) and the name of the partner who holds the power attorney if any, authorizing him to conduct transaction on behalf of the Firm or Company.

- 1.6 Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified for the receipt of tender. Such deviations/ amendments if any, shall be communicated in the form of corrigendum or by a letter as may be considered suitable.
- 1.7 The tenderer shall enter his amount rates in words and figures .In case there is difference between amount written in figures and words, the lower offer will be taken as final.
- 1.8 No pages should be removed from, added in or replaced in the Tender.
- 1.9 Right is reserved to reject any or all tenders without assigning any reason thereof.
- 1.10 Tenders which do not fulfill all or any conditions or are incomplete in any respect are liable to summary rejection.
- 1.11 The Tenderer may, in the forwarding letter, mention any points he may wish to make clear but right is reserved to reject the same of the whole of the tenders if the same become conditional tender thereby.

- a) Time limit: The work is to be completed within time limit as specified in the Notice inviting tender which shall be reckoned from the date of written order of commencing the work.
- b) Tender Rate: No alteration in the form of tender and the schedule of tender and no additions in the scope or special stipulation will be permitted. Rates quoted for the tender shall be taken as applicable to all leads and lifts.
- c) Tender Units: No change in the units shall be allowed. In the case of difference between rates written in figures and words, the correct rate will be the one, which is lower of the two.
- d) Correction: No corrections shall be made in the tender documents. Any corrections that are to be made by crossing the incorrect portion and writing the correct portions above with the initials of the tenderer.
- e) The Income Tax @ 2% or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.

2.0 EARNEST MONEY:

- 2.1 Earnest money of Rs. 1, 25,000/- in words (Rupees One Lakh Twenty Five thousand only) pay online only as debit card, credit card, NEFT/RTGS or net Banking only.
- 2.2 Tender of those who do not deposit earnest money in one of the above acceptable forms shall be summarily rejected. Earnest money in any other form of cash or cheque will not be accepted.
- 2.4 The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender or on expiry of the validity period whichever is earlier.

In case of the successful tenderer, E.M.D. will be refunded on his paying the initial security deposit and completing the tender documents or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money deposit will be forfeited to the Government.

2.5 Earnest money of the un-successful tenderers will be refunded on their application only after an intimation of rejection of their tender is sent to them or on the expiry of the validity period whichever is earlier.

3.0 E-TENDERING PROCEDURE

3.1 Blank Tender Forms

Tender Forms can be purchased from the e-Tendering Portal of Government College of Engineering, Aurangabad, and Government of Maharashtra i.e. https://dte.maharashtra.etenders.in after paying Tender Fees via online **mode** as per the **Tender Schedule.**

3.2 Pre-Bid Conference

- 3.2.1 Supplier may raise any queries online or in the office of the Principal. Government College of Engineering, Aurangabad on or before 16.09.2016@02.30 Hrs. Pre-bid conference is open to all prospective tenderers who have downloaded tender form before the date of Pre-bid Conference. Where in prospective tenderers will have an opportunity to obtain clarifications regarding the work and the Tender Conditions. The prospective tenderers may also post their queries only using post query option for the tender.
- 3.2.2 The prospective tenderers are free to ask for any additional information or clarification either in writing or orally concerning the work, and the reply to the same shall be uploaded on https://:dte.maharashtra.etenders.in and this clarification referred to as Common Set of Conditions/Deviations (C.S.D.), shall form part of tender documents and which will also be common and applicable to all tenderers. The point/points if any raised in writing and/or verbally/online by the supplier in pretender

conference and not finding place in C.S.D. issued after the pre- bid conference, is/are deemed rejected. In such case the provision in NIT shall prevail. No individual correspondence will be made thereafter with the supplier in this regard.

- 3.2.3 The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders shall be summarily REJECTED.
- 3.2.4 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non responsive. The tenderer should clearly mention in forwarding letter that his offer (in envelope No. 1 &2) does not contain any conditions, deviations from terms and conditions stipulated in the tender.
- 3.2.5 Tenderers should have valid Class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to https://maharashtra.etenders.in/mah/DigitalCertLasp and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.
- 3.2.6 The Tenderers have to make a payment of Rs 1063/- online as service charges for the use of Electronic Tendering during Online Bid Data Decryption and Reencryption stage of the Tender
- 3.2.7 For any assistance on the use of Electronic Tendering System, the Users may call the below numbers: -

Land line No. - 020 -25315555

- 3.2.8 Tenderers should install the Mandatory Components available on the Home Page of https://maharashtra.etenders.in under the section 'Mandatory Components' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'
- 3.3 Guidelines to Bidders on the operations of Electronic Tendering System of Government College of Engineering, Aurangabad.

All the suppliers registered in appropriate class and willing to participate in e-tendering process shall enroll their name/ Firm on the portal

https://maharashtra.etenders.infor downloads of tender documents etc.

3.4 Pre-requisites to participate in the Tenders processed by Government College of Engineering, Aurangabad

3.4.1 Enrolment and Empanelment of Suppliers on Electronic Tendering System:

The Suppliers interested in participating in the Tenders of Government College of Engineering, Aurangabad-processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID.

After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved.

The Suppliers may obtain the necessary information on the process of enrolment and empanelment either from Helpdesk Support Team or may visit the information published under the link Enroll under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

3.4.2 Obtaining a Digital Certificate:

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class - II or Class - III). This is required to maintain the security of the Bid Data and also to establish the identity of the Supplier transacting on the System.

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

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

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the

applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000.

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

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

For information on the process of application for obtaining Digital Certificate, the Suppliers may visit the section Digital Certificate on the Home Page of the Electronic Tendering System.

3.4.3 Recommended Hardware and Internet Connectivity:-

To operate on the Electronic Tendering System, the Suppliers are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

3.4.4 Set up of Computer System for executing the operations on the Electronic Tendering System:

To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Suppliers is required be set up. The Suppliers are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System.

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

3.4.5 Payment for Service Provider Fees:

In addition to the Tender Document Fees payable to Govt. College of Engineering, Aurangabad, the Suppliers will have to pay Service Providers Fees of Rs. 1,063/- through online payments gateway service available on Electronic Tendering System. For the list of options for making online payments, the Suppliers are advised to visit the link E-Payment Options under the section 'E-Tendering Toolkit for Bidders' on the Home Page of the Electronic Tendering System.

3.5.Steps to be followed by Suppliers to participate in the e-Tenders processed by Govt. College of Engineering, Aurangabad.

1. Preparation of online Briefcase:

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

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

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

Note:- Uploading of documents in the briefcase does not mean that the documents are available to GOVT. COLLEGE OF ENGINEERING, AURANGABAD at the time of Tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Reencryption stage.

2. Online viewing of Detailed Notice Inviting Tenders:

The Suppliers can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by GOVT. COLLEGE OF ENGINEERING, AURANGABAD on the home page of GOVT. COLLEGE OF ENGINEERING, AURANGABAD e-Tendering Portal on http://dte.maharashtra.etenders.in under the section Recent Online Tender.

3. Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of Tender Form Fee.

4. Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:

Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS/ NEFT or payment gateway. For EMD payment, If bidder use NEFT or RTGS then system will generate a challan (in two copies). with unique challan No. specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder's bank. Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realised with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid eTender.

Note:

* Realisation of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time. NEFT/RTGS option will be depend on the amount of EMD. Help File regarding use of E_Payment Gateway can be downloaded from e_Tendering portal.

Notes:

- a. The Suppliers upload a single document or a compressed file containing multiple documents against each uploadable option.
- b. The Hashes are the thumb print of electronic data and are based on one way algorithm. The Hashes establish the unique identity of Bid Data.
- c. The bid hash values are digitally signed using valid Class II or Class III Digital Certificate issued by any Certifying Authority. The Suppliers are required to obtain Digital Certificate in advance.
- d. After the hash value of bid data is generated, the Suppliers cannot make any change / Addition in its bid data. The bidder may modify bids before the deadline for Bid Preperation and Hash Submission as per Time Schedule mentioned in the Tender documents.
- e. This stage will be applicable during, Pre-bid / Pre-qualification and Financial Bidding Processes.
- 5. Close for Bidding (Generation of Super Hash Values):

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

The Tender Authority from GOVT. COLLEGE OF ENGINEERING, AURANGABAD shall generate and digitally sign the Super Hash values (Seals).

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

After the time for generation of Super Hash values by the Tender Authority from GOVT. COLLEGE OF ENGINEERING, AURANGABAD has lapsed; the Suppliers have to make the online payment of Rs. 1,054/- towards the fees of the Service Provider.

After making online payment towards Fees of Service Provider, the Suppliers are required to decrypt their bid data using their Digital Certificate and immediately re encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for bidding stage.

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

At this time, the Suppliers are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage

The Bid Data and Document submitted by those Suppliers who have submitted their Bids within the stipulated time (as per the Tender Time Schedule), will be available to upload the relevant documents from Briefcase. A Supplier who has not submitted his Bid Preparation stage within the stipulated time will not be allowed to the Bid data/submit documents. (Submitting the Bids online).

7. Short listing of Suppliers for Financial Bidding Process:

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

8. Opening of the Financial Bids:

The Suppliers may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Suppliers shall be available on the GOVT. COLLEGE OF ENGINEERING, AURANGABAD e-Tendering Portal immediately after the completion of opening process.

9. Tender Schedule (Key Dates):

Terms and Conditions for Online-Payments

The Terms and Conditions contained herein shall apply to any person ("User") using the services of GOVT. COLLEGE OF ENGINEERING, AURANGABAD Maharashtra, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit(EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through GOVT. COLLEGE OF ENGINEERING, AURANGABAD Maharashtra website i.e. http://Govt.college-of-Engineering, Aurangabad.maharashtra.etenders.in. Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy

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

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

Please be aware, however, that Merchant will release specific personal information about the

- A. <u>in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender</u>
- B. if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- C. to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- D. to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings. General Terms and Conditions For E-Payment
- 1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
- 2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
- 3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
- 4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

- 5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
- 6. Refund For Charge Back Transaction: In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
- 7. In these Terms and Conditions, the term "Charge Back" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
- 8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
- 9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
- I. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
- ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment. However, the User agrees that under no circumstances the Payment Gateway Service

 Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider No communication received by the

<u>Payment Gateway Service Provider(s)</u> in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability:

- a) Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
- b) Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
- c) The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
 - (I) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or (ii) any interruption or errors in the operation of the Payment Gateway.
- d) The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services. The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

Miscellaneous Conditions:

- Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.
- The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
- Although all reasonable care has been taken towards guarding against unauthorized use of any
 information transmitted by the User, Merchant does not represent or guarantee that the use of the
 Services provided by/ through it will not result in theft and/or unauthorized use of data over the
 Internet.
- The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
- The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
 - Choose a new password, whenever required for security reasons.
 - Keep his/ her User ID & Password strictly confidential.
 - Be responsible for any transactions made by User under such User ID and Password. The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

Debit/Credit Card, Bank Account Details:

- 1.04.1.1 The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
 - 1.04.1.2 The User may make his/ her payment(Tender Fee/Earnest Money deposit) to agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
 - A. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
 - B. The User is responsible to ensure that the card/ bank account details provided by him/her are accurate;
 - C. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
 - **D.** The User is responsible to ensure sufficient credit is available on the nominated card/bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information

- 1.04.1.3 The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
- 1.04.1.4 The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
- 1.04.1.5 <u>In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past.</u>

 By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.

1.04.1.6 <u>The User acknowledges and agrees that his/ her information</u> will be managed in accordance with the laws for the time in force.

Payment Gateway Disclaimer

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

Specifications for MIS package

Title of Item: Procurement of MIS Software for Admission, Academic and Examination with Annual Technical Support Service

The institute, Govt. College of Engineering, Aurangabad has decided to procure MIS software package which shall cater to the routine requirements of different academic departments for implementing Admissions, Academic and Examination related activities. The detail specifications of the MIS system, along with the requisite 'Terms and Conditions' are formulated, as given below, which indicates the attributes, facilities to be provided through the MIS software package:

1) Admissions:

- a. Under graduate, Post graduate and Ph. D. (Full Time/Part time) programmes: through centralized admission process conducted by DTE, Mumbai during first year/Second year or as applicable
- b. Online admissions of UG, PG and PhD Part time programmes
- c. Institute transfer permitted by DTE, Mumbai
- d. Subsequent admissions to higher classes at the institute level
 - i. Change of branch of UG student from first year to second year
- e. Document Verification and storing
- f. Fees collection for admission/Examination in user defined accounts through payment gateway or as applicable
 - i. Fee Receipt types
 - Tuition fee, Exam fee, Hostel fee, etc.
 - number of different Fees Heads under each type of receipt
 - ii. Fees Collection
 - Schedule of fee collection
 - Mode of fee collection

Challan /counter receipt /online payment

- Late Fees Collection
- Refund of Fees
- Receipt cancellation & reprinting of receipts
- Register of Daily Fee Collection, Head wise fee collection reports etc.
- Issue of Admission Slip
- g. Record creation in MIS from the Registration data
 - i. Registration / Enrolment Number Generation for each student as per user defined system

2) Academics:

a. Roll No, Batch/Section allotment to Students

- i. Student Reports like Roll List, Admission Register, branch wise registration, semester wise, section wise, student ledger, etc.
- b. Defining Academic Calendar
 - i. Academic schedule, Holidays etc.
- c. Teaching Plan
 - 1. Teaching Plan Adjustment Entry Provision for adjusting the lecture with lecture of another faculty
- d. Time Table Slots for each class (e.g. F.E., S.E., T.E., B.E., M.E., MCA, Ph.D. (Full Time /Part Time)) etc.
 - i. Allotment of class rooms, drawing halls etc.
 - 1. Creation of Time Table Semester / Section-wise, Room-wise.
 - 2. Time Table Report
- e. Registration of courses (subjects)as per CBCS for each student as per the scheme allotted.
 - i. Single Student Course Registration
 - ii. Multiple Student Course Registration
 - iii. Course registration for electives at institute/department level
- f. Allotment of faculty
 - i. Course wise / practical batch wise etc.
- g. Teaching Plan Compliance
 - i. Faculty wise Reports of Planned and Executed Lectures
 - ii. Date wise information of classes taken, topic covered, absentee in the class, mass bunk if any, extra classes taken by him if any.
- h. Student Attendance Report
 - i. Student class attendance system RFID card / Biometric / manual
 - ii. Daily attendance, Course wise, Percentagewise; monthly attendance Report
 - 1. Attendance Report of Single Student
 - 2. Poor Attendance Report
 - iii. Communication letter to parents
 - iv. Detention Entry Detain Students for entire semester /year for a particular course
 - v. Email/SMS alerts of attendance
- i. Students transfer to next semester based on the defined criteria
- j. Student's Evaluation by faculty
- k. Student's achievements
- 1. Faculty evaluation by Student

- m. Customized report generation based on query
- n. Certificates Transfer / Leaving, Bonafide, Character
 - i. Identity / smart cards
 - ii. Scholarships & Stipends
 - iii. Student's certificates
- o. Faculty advisor Allotment to Students
- p. On-line Module for alumni, employer's feedback for programme depts.

3) Examination

- a. Pre examination administrative work
 - i. Paper setting, Exam Registration, time table entry, Hall tickets, seating arrangements
 - 1. Define panel of Paper Setters, Moderators, & Examiners for practical/oral/viva voce/defense
 - 2. Approval of panel of Paper Setter, Moderators, Valuers & Examiners
 - 3. Setting the Preference of Paper Setter
 - 4. Communication Letter to the Panel
 - ii. Entry of Received Paper Set(s)
 - iii. Registration of student for Examination
 - 1. Registration of regular students
 - 2. Registration of back logger student at any stage with appropriate equivalence based on previous performance
 - 3. Registration form indicating the subject/s
 - 4. Payment of fees through challan/ net banking etc.
 - iv. Exam Seat No. Allotment
 - 1. Exam Hall Ticket
 - v. Exam Time Table
 - vi. Course wise Attendance sheet
 - vii. Course wise mark sheet
 - viii. Exam Roll List
 - ix. Report of Course wise student count, Semester wise student count
 - x. Migration of required past data
- b. Post examination Administrative work
 - i. Entry of Course wise Absent Students
 - ii. Unfair Means Entry Entry of Unfair means Students
 - iii. Grading criteria / Passing Scheme definition

- iv. Marks entry by faculty & finalization by Grade Moderation Committee
- v. Internal Marks Entry -
 - 1. Facility for Faculty to enter internal marks of course allotted such as Class test/teacher's assessment/assignment etc.
- vi. Course wise Internal Marks Entry Report
- vii. Consolidated Internal Marks Entry Report
- viii. End Semester Internal, practical/viva voce etc. Marks Entry
 - 1. Facility to Lock/Unlock Marks Entry
 - 2. Finalization of marks by Grade Moderation Committees
- ix. Result preparation as per user defined system of evaluation of the institute as per NBA, OBE and CBCS
 - 1. Setting criteria for passing a course
 - 2. Grade, SGPA & CGPA calculations
 - 3. Absolute or Relative Grading
- x. Printing of Result
 - 1. Grade cards / Mark sheet, Tabulation register, gazette, Transcript etc.
 - 2. Consolidated Result Statement
- xi. Passing Degree Certificate
- xii. Revaluation/Rechecking
- xiii. Result Analysis based on customized Query
- xiv. Maintenance of examination schemes, approved by examination committee, academic council etc.
- xv. Display of result on institute website

4) System Specifications:

- a. Platform: Windows XP and above
- b. The database to be maintained on the institute server with replication/ backup server facility, data backup through disk mirroring, backup server backup on local machine and external secondary storage devices.
- c. The system provider shall hand over the source code of the system to the institute after successful implementation and commissioning of the system.
- d. Creation of log for all the user transactions.
- e. Role based access to various users.
- f. IP based authentication for user login for critical applications
- g. Adequate security measures must be provided to guarantee the confidentiality and integrity of data.

5) Terms and Conditions:

- a. Technically responsive lowest bidder will be required to demonstrate the system and contract shall be finalized only after satisfactory demonstration and resolution of the queries. If not complied, then next lowest bidder shall be invited for the same.
- b. Vendor shall have the experience of successful implementation of the system in autonomous (having Grade Point System) Engineering/ Technological institutes for minimum five years consecutively.
- c. Installation period shall be maximum of 6 months
- d. The vendor shall provide necessary training to staff and faculty members in at least 03 sessions.
- e. The vendor need to provide on-site, an engineer to resolve recurring issues related to MIS for minimum 02 years
- f. In case of any changes in existing academic/autonomy rules and approved by the Academic Council of institute, the solution in the form of update shall be given without any additional charges within desirable time frame of one to two weeks.
- g. The vendor has to provide a bank guarantee of 5% of the total amount of MIS software package, which shall be retained by the institute during the contract period
- h. Non compliance of the above terms and conditions will lead to rejection of the bidder, forfeiting the bank guaranty
- i. The confidentiality of the data shall be safeguarded by the service provider and shall be undertaken by the service provider on a Rs. 100/- stamp paper (Bond) as a part of contract period
- j. After successful installation of MIS software package, it is intended to keep a contract period of 05 years.
- k. The vendor provide solutions to the queries, requirements from various user departments with respect to necessary changes / modifications to be incorporated in the MIS software package as approved by the Principal, from time to time, during contract period, The queries shall be addressed within two (02) working days, and changes, if any, to be incorporated in the relevant software module shall be incorporated within one- two weeks time, without any additional charges.

L. Payment Terms

- i 50% payment will be released after successful commissioning and installation
- ii 10% payment will be released every successive year, after successful commissioning and installation

MIS: E-TENDER (SCRUTINY SHEET) E-TENDER NO.

Sr. No.	Description		
01	Covering Letter for tender on the company letter head mentioning official		
	address, Contact No. E-mail address and website (if available) address		
02	Tender Fees (Yes / No)		
03	EMD submitted (Yes / No) Rs. 125000/-		
04	Tender Validity Period (120)		
05	Time limit for work completion (06 months)		
06	No deviation certificate in prescribed Performa only (FORMAT 1)		
07	Forwarding letter with the Clause "offer does not contain any conditions,		
	deviations from Terms and Conditions stipulated in the tender"		
08	Conditional Tender		
09	a) Technical details of the product of the company / Supplier are given		
	b) Technical Specification are same as institute specification given		
10	Terms & Conditions :		
	i) Experience (05 yrs) in working in Autonomous Institute having Grade point		
	system		
	ii) Installation (06 months)		
	iii) Training Session (03 Nos)		
	iv) On Site Engineers (02 yrs)		
	v) Contract Period (05 yrs)		
'11	Additional Documents :		
	i) Firm Registration (Certificate, Self Attested with Stamp and sign.)		
	ii) VAT and Service Tax No.		
	iii) PAN Card of the Firm		
	iv) ST / VAT clearance certificate (e.g. Form 415 in case of Bidders from		
	Maharashtra) or copy of application submitted to concerned authority for		
	issuing tax clearance certificate (e.g. Form 414 in case of Bidders from		
	Maharashtra) Essential		
	v) Income Tax returns or Balance sheets for last three financial years		
	vi) User Satisfaction Report in last 5 years		
	vii) List of users with complete address, name of contact persons, contact		
	numbers and email address for the make and model number of items mentioned		
	in the tender form (FORMAT 2)		
12	Undertaking by bidder about risk purchase, fall clause, penalty clause (Format 4)		
	Essential		

Shri K.K.Chaudhri

Shri S.B.Rasal

Dr. S.A. Sonawane

Prof. A.K.Gulve

Dr. S.S.Jamkar

Dr.A.G.Thosar

MIS Committee Govt. College of Engineering, Aurangabad