



DR. B.R. AMBEDKAR NATIONAL LAW UNIVERSITY, SONIPAT
(Established by the Haryana State Legislature Act No. 15 of 2012)

NOTICE

Dr. B.R. Ambedkar National Law University, Sonapat, invites through online virtual mode of a presentation/demonstration from the leading reputed vendors/companies/firms which have experience in relevant and similar domain for **Implementation and Maintenance of Cloud Based Proctored Online Examination Management Software** for the Students, the faculty and the officers of the University. The University is planning to implement a user-friendly, secure, fast, and robust Cloud based Online Examination Management Software. The Cloud based software should be available on Mobile/Android & Web-Based Application.

The interested vendor/company/firm may send their documents in all respect as per the Annexure-I and Commercial Proposal as per Annexure-II to the email id admin@dbranlu.ac.in on or before 02.06.2021 upto 11:00 AM along with online virtual link for presentation/demonstration of the software. The presentation/demonstration of the software will be informed through email/call on 02.06.2021.

1. Brief about the University:-

Dr. B.R. Ambedkar National Law University, Rai, Sonapat (hereinafter abbreviated as DBRANLU) was established by the State Government of Haryana in the year 2012 vide State Legislature Act No. 15 of 2012. A state-of-the-art campus is under construction in the education hub of India-Rajiv Gandhi Education City, Rai, Sonapat falling under National Capital Region. At present the University is running B.A. LL.B. (Hons.) Five-Year Integrated programme and there are at present nearly 246 students, 12 working faculty members in the University. The total strength of the students will increase every year.

2. Features required in the Software

DBRANLU proposes to acquire a solution which would provide a Proctored Online Examination Software to provide teaching and learning pedagogy in the University. The software offered may have to be customized to meet DBRANLU's specific requirements.

The software contains the following Login Modules:-

- Student Login Panel & Dashboard
- Faculty Login Panel & Dashboard
- Admin Login Panel and Dashboard has all rights.

The solution should have the following broad features:-

- Proctoring Based Online Objective and Subjected Examinations
 - Mock Test Provision
 - MCQ/Objective & Descriptive based online Examinations
 - AI based Remote Proctoring Technology to monitor real time online exams
 - Instant Evaluation, feedback & analysis
 - Question & Answer Shuffling
 - Accurate Reports Generation



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- Exam Time re-allotment
- Exam Schedule feature
- Store 5000 Question in a question bank
- Prepare Online results of both examinations
 - Creation of Mid-Term and End-Term Examination award list
- Student's Feedback form
 - Feedback feature via forum.
 - Discussion Forum
- Any other function of the University not covered above

Remote Proctoring (AI & Human Proctoring) activity shall involve the activation of Remote Proctoring facility for the test takers. This should be on a Real Time basis but without compromising the credibility and sanctity of the test. Service provider/Bidder will be completely responsible for conducting the examinations.

The Remote Proctoring activity must have the following features:

- i. Establish candidate authentication; agency/firm to share the authentication process which will have to be mutually agreeable.
- ii. The Remote Proctoring facility should allow for human proctoring through Live Feed of the examination of each candidate. Solution should be able to work on the low internet bandwidth of 512 kbps. The Online exam should smoothly run on Android Mobile, desktop or laptop or any other similar device having net connectivity. The browser should be compatible with all modern Operating system.
- iii. Familiarization of candidate to Remote Proctoring, Do's & Don'ts, Instructions etc. Bidder must have a provision in their solution of giving Mock/Trial test before the main examination.
- iv. Option to mandate candidate authorization by a remote authorizer before the candidate starts the test. Limit allocation of candidates to a proctor randomly and automatically.
- v. Proctor should be able to validate the successful completion of the test.
- vi. Paper-wise/Student-wise objectionable Images will be supplied by the firm/company to the concerned Evaluation Centers to be created by the University and the concerned Dept./Institute/College will check these objectionable images and will make Unfair Means Case, if necessary.

Invigilation during the exam:

- i. Monitor the exam taker continuously and provide support till the end of the exam.
- ii. Image capturing/streaming of the candidate for the entire duration of the exam.



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Details to be displayed on candidate console as part of Exam software during the exam:

- i. Display of instructions to candidates on login and before start of examination. The candidate must be able to retrieve instructions at any time during the examination as well.
- ii. Start and closure of the examination at scheduled time (candidates must not be able to start their examination even if they login before the scheduled time).
- iii. Display of remaining time available
- iv. Question paper as per the scheduled.

Monitoring: The server of agency/firm shall have the capability to start the examination for all candidates, monitor the status of each candidate (whether logged in, examination started, idle/active, disconnected, submitted, etc.). The server MUST maintain an audit trail of every operation of the students on the server.

Master Control Facility: The exam should be accessible for monitoring by DBRANLU, Sonipat, ably supported by technical personnel who are well versed with the Online Examination Software. At the end of examination in each session, the candidate response data and audit trail data of each candidate to be shared with DBRANLU, Sonipat. The vendor should provide the facility to monitor the pre-examination, during examination and post examination activities of all candidates taking exams simultaneously.

Post Examination Work:

- i. Download of the answer scripts/books (readable format like PDF) and handing over soft copy of answer books in PDF format paper-wise and class-wise to the concerned evaluation centres to be created by the University.
- ii. For Remote proctored paper/pen exams, the scanned copies (readable format like pdf paper-wise and class-wise) must be shared on the day of the exam or next day.
- iii. Audit logs for each and every candidate that covers the computer activity done by him/her should be shared with the DBRANLU, Sonipat.
- iv. Individual candidate-wise, item-wise responses and audit trail will be captured and shared with DBRANLU, Sonipat. The agency/firm will maintain the data in a secure manner till instructed by DBRANLU, Sonipat before deleting the same.

3. Examination Schedule

The University is conducting two type of examination during the entire batch year:-

1. **Mid Term Examination:**
The mid-term examination is objective type based questions. It will be conducted two times during the entire batch year according to the Academic Calendar.
2. **End Term Examination:**
The End-Term Examination is subjective based questions. It will be conducted two times during the entire batch year according to the Academic Calendar.



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4. Document Required

The vendor/company/firm should have to submit the documents as per Annexure-I.

5. General Terms and Conditions

4.1 Information Collection

The vendor will have to depute persons for collection of information of students and faculty's from the University initially. However, the vendor will be supposed to inform the IT Cell of the University about the updates that are required to be made during the maintenance period.

4.2 Software Compatibility

The web-application must be cross-browser and cross-OS compatible up to the most recent browser/OS versions. Support for three platforms: Desktop/Tablet or Notebook and Mobile form factors will be required.

4.3 Setup and Commissioning

The Proctored Online Examination Management Software should be on cloud based. The Software support and maintenance has initially free for a period of one year post go-live of the software platform is mandatory and part of the scope of work of the proposed program. The selected bidder must ensure that the technology / platform of the proposed software (application and system included) be of the latest version as published by the OEM (where applicable) and made available at no extra cost to the University.

4.4 Total Users

The University currently has about 246 students, 12 faculty members. The fee should be quoted per user/per exam/per year and the fee should be the same for a period of one year. If a new user will be added throughout the year, the rate will remain the same in the quoted rate for a period of one year. No additional cost will be charged.

4.5 Functionalities Required

The software will be based on a **Web Content Management System (WCMS)**. Facility to update content by multiple users from anywhere through browser based administrative module using WYSIWYG (what you see is what you get) editing tools allowing non-technical users to create and edit content.

- i. The WCMS software shall be able to include plug-ins or modules that can be easily installed to extend the site's functionality.
- ii. WCMS system should support user Groups, allowing the administrator to control how registered users interact with the site. A page on the site can be restricted to one or more groups.



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- iii. WCMS software shall act as a collaboration platform allowing content to be retrieved and worked on by one or many authorized users. Changes can be tracked and authorized for publication or 10 ignored reverting to old versions. It shall allow multiple users to modify (or comment) a page at the same time in a collaboration session.
- iv. Admin section must be protected by username and password with the help of proper security mechanism. At database level password, should be stored in encrypted format. After consecutive wrong attempts the password should be sent to administrator through email.

4.6 Software Security:

The following adequate security features may also be required against various possible flaws as below:

- **Compliance Matrix for website development/WCAG compliance**

The web CMS must comply the GIGW, Web Content Accessibility Guidelines(WCAG), other Government guidelines and must follow the compliance matrix for responsive website development as per Government notifications circulated in this regard from time to time.

- **Injection**

Software will take care of Injection flaws, such as SQL, OS, and LDAP injection that occur when un-trusted data is sent to an interpreter as part of a command or query and attacker's hostile data can trick the interpreter into executing unintended commands or accessing unauthorized data.

- **Cross-Site Scripting (XSS)**

XSS flaws occur whenever an application takes un-trusted data and sends it to a web browser without proper validation and escaping. XSS allows attackers to execute scripts in the victim's browser which can hijack user sessions, deface web sites, or redirect the user to malicious sites.

- **Broken Authentication and Session Management**

Application functions related to authentication and session management will be appropriately implemented denying attackers to compromise passwords, keys, session tokens, or exploit other implementation flaws to assume other users' identities.

- **Insecure Direct Object References**

A direct object reference occurs when software exposes a reference to an internal implementation object, such as a file, directory, or database key. Without an access control check or other protection, attackers can manipulate these references to access unauthorized data. This will be fully taken care of in development of CMS software.

- **Cross-Site Request Forgery (CSRF)**

A CSRF attack forces a logged-on victim's browser to send a forged HTTP request, including the victim's session cookie and any other automatically included authentication information, to a vulnerable web application. This allows the attacker to force the victim's browser to generate requests the vulnerable application thinks are legitimate requests from the victim. Adequate care will be taken to prevent CSRF attacks.



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- **Security Misconfiguration**

Good security requires having a secure configuration defined and deployed for the application, frameworks, application server, web server, database server, and platform. All these settings will be properly defined, implemented, and maintained. This includes keeping all software up to date, including all code libraries used by the application.

- **Insecure Cryptographic Storage**

All the passwords will be adequately encrypted before getting stored.

- **Restrict URL Access**

Application will perform access control checks each time pages are accessed, or attackers will be able to forge URLs to access hidden pages anyway.

4.7 Disaster Recovery Plan:

A detailed DRP for the software services should be submitted as a part of the proposal.

4.8 Maintenance of the Software and De-bugging

Vendor has to do the maintenance of the software for a period of one year from the date of Commissioning of the software, which will include de-bugging of the software on their own as well as when reported. No charges shall be paid under the part of Maintenance for the period of one year.

4.9 Software Demonstration/Training:

Extensive training should be undertaken for Students, Faculty, IT team & Technical Staff at DBRANLU. The training shall be providing on the availability of students/faculty/any other employee of the University.

5.0 Software Documentation:

Complete documentation on the User Manual and Technical Manual has to be provided.

5.1 Important guidelines

- All material/product/information would be property of DBRANLU and vendor would have no claim over the same in future.
- All content should be stored and kept confidential and vendor should not reuse/ replicate/ transfer the same to anyone else.
- The vendor should provide all admin/ user manuals.

6. Data Backup

- Daily backup facility (In addition to cloud based backup by Service Provider, there should be facility for user friendly backup feature where the University authorized person can take backup/restore from a local machine)
- The portal to be hosted on the server should bear the load of upto 5,000 hits simultaneously.



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7. Penalty Clause

If the Vendor/Company fails to provide any updates/add new user/maintenance/services within 24 hrs shall entitle the University to impose the penalty as per below:

S. No.	Fails to provide the service within 24 hrs	Penalty
1	Fails to provide the service upto ten times.	Liable for the penalty of 1% of Total cost mentioned in the financial bid for each instance.
2	After ten times	Cancel the contract and forfeited his performance guarantee.

8. Annual Maintenance & Management

After the expiry of one-year support and maintenance by the service provider from the date of acceptance and issue of work completion certificate by DBRANLU, AMC may be awarded to the successful bidder only, if required by DBRANLU. AMC shall be awarded for a period of One Year, which may be extended annually on year to year basis with mutual consent, for further 02 years [maximum tenure 03 years] subject to satisfactory services provided by the service provider during the preceding year(s).

In order to undertake above, the firm will depute one qualified resource person who need to be available on call basis (24*7) for critical issues to maintain/manage/troubleshoot the software as per DBRANLU, Sonipat requirement.

9. Payment and Delivery Terms

1. The work shall be completed in **07 DAYS** as per below schedule from the date of issue of work order.
2. All payments shall be made as per University Rules.
3. TDS shall be deducted from the service provider as per Rules.

8.1 Performance Bank Guarantee

On receipt of notification of award from the University, the successful Bidder shall furnish the performance security at 10% of the total cost of Cloud Based Proctored Online Examination Management Software in the form of Bank Guarantee (Enclosed herewith).

Note: Performance Bank Guarantee shall be returned/refunded after one year of maintenance of the software.

8.2 Payment Milestones

Sr. No.	Percentage (%) of amount of Total work cost	Details/Milestones
1.	40%	On completion of One time Cloud Setup Charges
2.	30%	On successful Completion of all exam modules and delivered to the University and its training after two months.
3.	20%	After successful running of Software for six months after



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		deployment of the complete solution.
4.	10%	After one year on Support and Maintenance of the Software.
5.	Releasing of Performance Bank Guarantee	On successful completion of ONE year of warranty support.
6.	Paid annually (if any)	The cloud charges payable annually in advance based on student strength, Monthly/Yearly

9. Other Terms & Conditions

1. Training:-For smooth operation of website, proper training of its staff shall have to be provided by the firm in the University Campus or as required from time to time free of cost.
2. The registered users include only students, faculty, and administrators belonging to DBRANLU.
3. Quoted prices will remain constant for one year from the receipt of notification of award from the University.
4. All updates to the solution will be provided to DBRANLU at free of cost over this one-year period.
5. A technical person should be allotted for the training of the Proctored Online Examination Management Software to all the users for the agreed time.
6. A penalty clause shall be a part of the final agreement/contract signed between the University and the successful bidder. The terms of the penalty clause shall be worked out at the time of the signing of the final contract.
7. Non-Disclosure/ Confidentiality Agreement: The selected vendor would have to enter Non Disclosure Agreement with the University for the Examination Data and other data and processes of the University which are part of Examination process.
8. The agency/bidder to be selected on L-1 basis from the bidders, the demo of whom shall be assessed as qualified.

10 Legal Rules and Laws

10.1 Force Majeure

Notwithstanding anything contained elsewhere in the contract, the parties shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure i.e. an event beyond the control of Parties and not involving Parties and not involving fault or negligence not foreseeable by or beyond the control of Parties. Events also include wars or rebellion, strikes, bandhs, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. After 45 days of force majeure event, the parties will decide whether to continue the obligations under this MOU or terminate with mutual consent.



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However, existing obligations at the time of Force Majeure event shall be complied with both parties.

10.2 Governing Law and Jurisdiction

1. This MOU shall, in all respects be governed by and construed in accordance with the laws of India and the courts at Sonipat shall have the sole and exclusive jurisdiction to entertain any disputes that may arise hereunder.
2. The Parties here to undertake to use their best efforts to resolve amicably any dispute arising out of or in connection with this MOU and the interpretation thereof through consultation in good faith and mutual understanding, provided that such consultation shall not prejudice the exercise of any right or remedy of either Party hereto by any such Party in respect of any such dispute.

If the dispute doesn't resolve amicably then the same will be referred to the sole arbitrator to be appointed with the consent of both the parties. The decision of the arbitrator shall be binding on both the parties. The arbitration shall be concluded as per the provisions of "Arbitration and Conciliation act 1996".



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Annexure-I

- i. The vendor/company/firm should be a registered company under the Indian Companies Act.
- ii. The vendor/company/firm should have valid PAN Number and GST registration certificate of the Company.
- iii. The vendor/company/firm should have worked on Online Examination Management Software for at least TWO work order/purchase order of a minimum value of Rs. 1 lakh from any educational institutions/University. The vendor/company/firm must submit copies of their work order.
- iv. The vendor/company/firm Agency should not have incurred any loss for the last 3 financial years and have a minimum average turnover of Rs. 10 lakhs in average for last three financial years (i.e. 2017-18, 2018-19, 2019-20) which is mandatory. Bidders should submit the any one of the following:
 - Audited Balance Sheet, Profit and Loss statement.
 - Statutory Auditors (CA Firm) certified Annual Turnover and Profit certificate
- v. The vendor/company/firm should not have been blacklisted for any reason by any government institution/University/PSU/department in the past three years. As per Annexure-III.
- vi. The vendor/company/firm should have to submit the Names, designations and qualifications of the Project Lead and one technical staff. Resume/CV of the team must be attached herewith.



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Annexure-II

Financial Proposal

Note: The financial bid must be submitted in a password protected file, on the email id admin@dbranlu.ac.in. If not, the bid is liable for rejection. The password of the financial bid file must be shared with the Committee members at the time of evaluation of financial bid, only when asked for.

The Company/Firm/Vendor shall submit their Commercial proposal in the following format:

Subject: **Implementation and Maintenance of Cloud Based Proctored Online Examination Management Software**

Sr. No.	Description of Work	Base Price (A) Rs.	GST (B) (in %)	Total Amount (A+B)	Remarks		
One Time Setup and Cloud based Charges (If any)							
1.	One time Setup & Configuration & Implementation Charges Including:- 1. SMS & Email Gateway integration 2. Training Online, Offline & Service Support 3. Data Migration from Standard Excel Format	NA	NA	NA	NA		
Core Modules Offered							
Sr. No.	Modules Offered	Currently total No. of Users (246 Students and 12 Faculty and 01 Admin User) (A)	Total Exam per year (may increase or decrease) (B)	Rate per user/per exam/per year (C)	Base Price (A*B*C)	GST (D) (in %)	Total Amount (A*B*C +D)
1.	(As per Scope of Work) Exam Type: Objective and Subjective with AI Proctoring Feature	246 Students	04				



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This includes support and maintenance free of cost for the period of one year to DBRANLU
Total Price= One Time Setup and Cloud based Charges +Core Modules Offered (Including
GST): _____

Remark(if any): _____

Date:

Signature & Seal of the Bidder

Place:

Name of Bidder:

Designation:

Name of Firm:

Address:

Contact No.:

Email:



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Annexure-III

Self-Declaration by the bidder for quoting the rate/ Non Black-Listing

FROM

M/s
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To

Registrar,
Dr. B.R. Ambedkar National Law University,
Rajiv Gandhi Education City (RGEC),
Rai, Sonipat – 131029

Dear Sir,

1. I/We have read and understood the contents of the Quotation and agree to abide by all the terms and conditions of this quotation.
2. I/We also confirm that in the event of my / our quotation being accepted.
3. We further declare that presently our firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations in past three years from the last date of submission of quotation.
4. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our performance security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,

Date:

Signature & Seal of the Bidder

Place:

Name of Bidder:

Designation:

Name of Firm:

Address:

.....

Contact No.:

Email:



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FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the “Bank”) of the one part and _____ (DBRANLU, Sonipat) (hereinafter called the “DBRANLU”) of the other part.
2. WHEREAS _____ (DBRANLU) has awarded the contract for _____ for Rs. _____ (Rupees in figures and words) (hereinafter called the “contract”) to M/s _____ (Name of the contractor) (hereinafter called the “contractor”).
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the DBRANLU a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the DBRANLU the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the DBRANLU, the Bank is engaged to pay the DBRANLU, Bahalgarh, Sonipat any amount up to and inclusive of the aforementioned full amount upon written order from the DBRANLU to indemnify the DBRANLU for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the DBRANLU immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the DBRANLU any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the DBRANLU agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the DBRANLU and at the cost of the contractor.



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8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the DBRANLU in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the DBRANLU for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions “the DBRANLU”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.

Signature _____

Name _____

Address _____

Witness-2.

Signature _____

Name _____

Address _____

Note: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.