

महाराष्ट्र राज्य माध्यमिक व उच्च माध्यमिक शिक्षण मंडळ,  
नागपूर विभागीय मंडळ, नागपूर-440 001

ई- निविदा क्र.एन-10 सन 2018-19

मंडळ कार्यालयाकरिता वाहनचालक, हमाल/मजुर पुरविणेबाबत

विभागीय सचिव, महाराष्ट्र राज्य माध्यमिक व उच्च माध्यमिक शिक्षण मंडळ, नागपूर विभागीय मंडळ, नागपूर-440 001, सन 2018-19 या वित्तीय वर्षासाठी परिशिष्ट "अ" नमूद अटी व शर्ती नुसार परिशिष्ट "ब" मध्ये दर्शविलेल्या तपशिला प्रमाणे मंडळ कार्यालयातील वाहनचालक, हमाल/मजुर पुरविणेबाबत अंदाजित निविदा मुल्य (Estimate Cost) रु.10,00,000/- (दहा लाख रुपये फक्त ) या साठी ई-निविदा मागविण्यात येत आहे. सदर निविदा ऑनलाईन सादर करावयाच्या असून त्यासंबंधी कागदपत्रे, दरपत्रक <https://dhe.maharashtra.etenders.in> या वेबसाईटवर खाली दर्शविलेल्या वेळापत्रकानुसार ऑनलाईन भरून सादर करण्यात यावीत.

1) निविदा फॉर्म किंमत रु. 2,000/- (नापरतावा)

2) अनामत रक्कत रु.30,000/-

अटी व शर्ती

निविदेसाठी "अ" व "ब" लिफाफा पध्दत आहे.

"अ"- लिफाफ्यात सादर करावयाची कागदपत्रे

- 1) आर्थिक वर्ष 2017-2018 चे आयकर अदायगी प्रमाणपत्र स्कॅन प्रत.
- 2) जी.एस.टी. नोंदणी प्रमाणपत्र.
- 3) संबधित संस्था/अर्जदार ही खालीलपैकी एका कायद्यांतर्गत (अदयावत 2017-2018) नोंदणीकृत असावी.
  - अ) मुंबई दुकाने व आस्थापना अधिनियम 1948
  - ब) भागीदारी संस्था अधिनियम
  - क) सहकारी संस्था अधिनियम
  - ड) कंपनी अधिनियम
- 4) अनामत रक्कम रुपये 30,000/- E-Payment द्वारे भरणे बंधनकारक आहे.
- 5) प्रतिष्ठानाची माहिती (सोबत असलेल्या नमुना माहितीनुसार स्कॅन प्रत देण्यात यावी.)
- 6) सक्षम अधिकारी / कार्यालयाचे व्यवसाय करण्याचे परवाना प्रमाणपत्र स्कॅन प्रत.
- 7) स्थायी लेखा संख्या पॅन/टॅन कार्डची स्कॅन प्रत.
- 8) निविदाधारकाचा यापूर्वीच्या कामाचा अनुभव प्रमाणपत्र स्कॅन प्रत.
- 9) निविदाधारक अथवा फर्म शासनाच्या काळ्या यादीत समाविष्ट नसल्याबाबतचे निविदाधारकाचे हमीपत्र.

"ब"- लिफाफ्यात सादर करावयाची कागदपत्रे

उपरोक्त निविदेसाठी मंडळाचे अधिकृत दरपत्रक लिफाफा "ब" मध्ये बाबींचे दरपत्रके ऑनलाईन पध्दतीने भरणे बंधनकारक राहिल.

## Schedule:Single Submission Two Part Opening

Seq. No.	DHE Stage	Vendor Stage	Start Date & Time	Expiry Date & Time	View Forms
01	Release of Tendor		03/10/2018 11.00	04/10/2018 11.00	
02	--	Download of Bidding Document	04/10/2018 11.01	15/10/2018 12.00	
03	--	On Line Bid Preparation and hash submission	04/10/2018 11.01	15/10/2018 12.00	
04	Close For Technical Bid	--	15/10/2018 12.01	15/10/2018 17.30	
05	Close for Financial Bid	--	15/10/2018 12.01	15/10/2018 17.30	
06	--	Online bid data decryption and re-encryption	15/10/2018 17.31	17/10/2018 17.30	
07	Opening Technical Bids	--	19/10/2018 11.01	20/10/2018 17.30	
08	Opening Financial Bids	--	19/10/2018 11.01	20/10/2018 17.30	

### महत्वाची सुचना-

- 1) निविदा सादर करतांना निविदाधारकाने Service Provider Fee. Rs 1092/- Online द्वारे Financial Bid च्या वेळापत्रकानुसार भरणे आवश्यक आहे, अन्यथा निविदा स्विकारण्यात येणार नाही.
- 2) प्रि-बिड सभा दिनांक 05/10/2018 रोजी दुपारी 03.00 वाजता नागपूर मंडळ कार्यालय, नागपूर येथे घेण्यात येईल.

## मंडळ कार्यालयातील वाहनचालक, हमाल/मजुर पुरविणेबाबत अटी व शर्ती

1)	<p><b>कंत्राटाचा कालावधी -</b> निविदा प्रकियेतील ज्या निविदाधारकांचे दर स्विकारण्यात येतील त्या निविदाधारकासोबत एका वर्षाच्या कालावधीकरीता करारनामा करण्यात येईल. निविदाधारकाशी ज्या तारखेस करारनामा करण्यात येईल त्या तारखेपासून कंत्राटाचा कालावधी सुरु होवुन तो पुढील एक वर्षापर्यंत अथवा पुढील निविदा प्रकिया पुर्ण होईपर्यंत असेल.</p>
2)	<p><b>कंत्राटी वाहनचालक व हमाल/मजुर पुरविणेबाबत संबंधित सुचना-</b></p>
2.1)	निविदा सादर करणारी फर्म ही कंत्राटी वाहनचालक व हमाल/मजुर पुरविण्याबाबत रजिस्टर्ड फर्म संस्था असणे बंधनकारक आहे
2.2)	कंत्राटदाराने राज्य कामगार विमा वर्गणी भरणे जरूरीचे आहे.
2.3)	कंत्राटी हमाल/मजुर याची वयोमर्यादा 18 वर्षापेक्षा जास्त असावे. कंत्राटी हमाल/मजुर यांना मेहनतीचे कामे करावयाची असल्याने ते सशक्त असणे आवश्यक आहे. कंत्राटी हमाल/मजुर गुन्हेगारी वृत्तीचा नसावा किंवा त्याला कोणत्याही फौजदारी/दिवाणी स्वरूपाच्या गुन्ह्यात शिक्षा झालेली नसावी. तसेच कंत्राटी व्यक्ती बालकामगार असू नये.
2.4)	मंडळ कंत्राटी हमाल/मजुर यांची संभाव्य मागणी दर महिन्यास कमीत कमी 5 तर जास्तीत जास्त कार्यालयाच्या मागणीनुसार राहिल. तसेच कार्यालयाच्या आवश्यकतेनुसार कार्यालयात काम करण्यास ईच्छुक असलेल्या व्यक्तीस कार्यालयाला उपलब्ध करून द्यावे.
2.6)	मंडळाला आवश्यक असणारे कंत्राटी हमाल/मजुर यांना लिहिता, वाचता येणे आवश्यक आहे.
2.8)	संबंधित व्यक्तीची नियमित उपस्थिती, पुर्ण क्षमतेने काम पुर्ण करणे आणि वर्तणूक व शिस्त याबाबत कंत्राटदार जबाबदार राहिल.
2.9)	कंत्राटदाराला मंडळाकडे पाठविलेल्या कंत्राटी व्यक्तीच्या नावाची यादी सहयासह व निवासाच्या संपूर्ण पत्त्यासह ठेवावी लागेल व त्याची प्रत मंडळाकडे वेळोवेळी पाठवावी लागेल
2.10)	मंडळाकडे कंत्राटी वाहनचालक, हमाल/मजुर यांचेसाठी किमान वेतन कायदयानुसार दर निश्चित केले आहे. याप्रमाणे कंत्राटी कामगारांना वेतन देणे कंत्राटदारास बंधनकारक राहिल.
2.11)	कंत्राटी व्यक्तितंच्या रजा, यांची नोंद ठेवणे कंत्राटी व्यक्तींवर नियंत्रण देखरेख ठेवणे,

	किमान वेतन कायदयाच्या तरतुदीनुसार हजेरी रजिस्टर बाळगणे हे सर्वस्वी कंत्राटदारचे काम आहे
2.12)	रोजंदार कंत्राटी वाहनचालक व हमाल/मजुर यांची कामाची वेळ 9.30 ते संध्याकाळी 6.15 या प्रमाणे राहिल.
2.13)	मंडळाच्या कामाच्या वेळेत कंत्राटी व्यक्तीकडून मंडळाचे नुकसान झाल्यास अथवा कंत्राटी व्यक्तीस इजा ,दुखापत नैसर्गिक, आपाती, अपघात यामुळे मृत्यु आल्यास त्याच्या भरपाईची जबाबदारी कंत्राटदारवर राहिल.याबाबत मंडळ जबाबदार राहणार नाही.
2.14)	ठेकेदारामार्फत नेमलेल्या कंत्राटी व्यक्तींवर सोपविलेली कामे योग्यरितीने व मंडळाच्या अपेक्षेप्रमाणे पार पाडतात की नाही हे नियमितपणे कंत्राटदारास पहावे लागेल. कंत्राटदारास पुरविलेल्या कोणताही कंत्राटी व्यक्ती नाकारण्याचा अधिकार मंडळाकडे राहिल.
2.15)	मंडळातील कायम स्वरूपी जागा विविध पदांकरिता रिकाम्या असल्यास त्या भरल्या नाहीत म्हणून करारानुसार ठेकेदाराने नेमलेल्या कंत्राटी व्यक्तींचा त्या रिक्त जागांवर कसलाही हक्क/ अधिकार राहणार नाही. याबाबतच्या लेखी सूचना संबंधीत कंत्राटी व्यक्तीला द्यावे किंवा हक्क किंवा दावा करणार नाही याबाबत लेखी घ्यावी.
2.16)	मान्य ठेकेदाराने मंडळाबरोबर केलेल्या कराराचा कालावधी संपताच मंडळाबरोबरचा संबंध संपुष्टात येईल कंत्राटी कामगार हे ठेकेदारामार्फत नेमलेले असल्यामुळे व त्यांची सेवा तात्पुरत्या स्वरूपाची असल्याने त्यांना कामावरून काढल्याचा व पुन्हा कामावर घेण्याचा कसलाही हक्क वा दावा कंत्राटी व्यक्तीचा राहणार नाही असे ठेकेदाराने कंत्राटी व्यक्तीकडून लेखी लिहून द्यावे
2.17)	मान्य ठेकेदाराने मंडळाबरोबर केलेला करार न पाळल्यास कराव्या लागणा-या पर्यायी व्यवस्थेच्या खर्चाची तसेच मंडळाच्या नुकसानाची भरपाई ठेकेदारास करावी लागेल.
2.18)	नविन कंत्राटदाराची नेमणूक करण्यात आल्यास नविन कंत्राटी व्यक्ती नेमले पाहिजेत. जुन्या कंत्राटी व्यक्तींना नविन कंत्राटदारमार्फत कामकरता येणार नाही.
2.19)	वाहन चालकाकडे जड मोटार वाहन चालविण्याचा वैद्यता असलेला परवाना असणे अनिवार्य राहिल. तसेच कार्यालयाने ठरवून दिलेल्या वेळेव्यतिरिक्त (सकाळी/सांयकाळी) जादा वेळ काम केल्यास नियमानुसार अतिरिक्त मोबदला देण्यात येईल.
2.20)	वाहनचालकाची शैक्षणिक पात्रता इ.10 वी उत्तीर्ण ईतकी असावी.
2.21)	वाहनचालक अशक्त, दृष्टीदोष, कर्णबधीर नसावा, वाहन चालकाकडे शासकीय वाहन चालविण्याचे अनुभव प्रमाणपत्र असावे.
2.22)	वाहनचालक ज्या दिवशी अनुपस्थित राहिल त्या दिवशी कंत्राटदाराने दुस-या वाहनचालकाची पर्यायी व्यवस्था करून देणे बंधनकारक राहिल.

2.23	वाहन चालक निर्व्यसणी असल्याची खात्री कंत्राटदारानी करावी व गैरवर्तन आढळून आल्यास त्याचे ऐवजी दुसरा वाहनचालक बदलून देण्याची व्यवस्था करावी.
2.24	वाहन चालक गुन्हेगारी प्रवृत्तीचा नसावा किंवा त्यांचेवर कोणत्याही फौजदारी/दिवाणी स्वरूपाच्या गुन्ह्यात शिक्षा झालेली नसावी.
2.25	<b>वाहनचालकास प्रत्यक्ष कामाच्या उपस्थिती दिवसानुसार मोबदला देण्यात येईल.</b>
3.	<b>निविदा फार्म, बयाना, सुरक्षा ठेव शुल्क</b>
3.1	निविदा फार्मची किंमत रक्कम रूपये 2,000/- आहे. (नापरतावा)
3.2	निविदाधारकाने निविदेसोबत रूपये 30,000/- ची अनामत रक्कम जमा करणे आवश्यक आहे. अनामत रक्कम ऑनलाईन पेमेंट जमा करणे आवश्यक आहे.
3.3	अनामत रक्कमेवर कोणत्याही प्रकारचे व्याज देय राहणार नाही.
3.4	ठरलेल्या अनामत रक्कमेपेक्षा कमी रक्कम भरणा-या निविदाधारकाची निविदा रद्द करण्यात येईल.
3.5	दरमान्य कंत्राटदारास करारासोबत रूपये 25,000/- (पंचवीस हजार फक्त) सुरक्षा ठेव मुदती ठेवच्या स्वरूपात मंडळाकडे सादर करावा लागेल.
3.6	सादर सुरक्षा ठेवीच्या रक्कमेवर कोणत्याही प्रकारचे व्याज देय राहणार नाही.
3.7	मान्य निविदाधारकाची सुरक्षा रक्कम निविदा कार्यकाळ पूर्ण झाल्यावर मागणीनुसार परत करण्यात येईल.
3.8	निविदेसाठी अनामत रक्कम भरणे आवश्यक आहे. यापुर्वी मंडळाकडे अनामत सुरक्षा ठेव रक्कम भरली असल्यास ती या निविदेसाठी वर्ग करण्यात येणार नाही
4	<b>अनुभव प्रमाणपत्र</b>
4.1	निविदा सादर करण्यासाठी इतर संस्थेत कामाचा किमान एक वर्ष अनुभव अनिवार्य आहे. त्यासाठी केलेल्या कामाचे अनुभवाचे प्रमाणपत्र सादर करणे आवश्यक आहे.
5	<b>करारनामा</b>
5.1	मान्य निविदाधारकाने सात दिवसांच्या आत रूपये 500/- च्या सर्वसाधारण मुद्राकांवर मंडळासोबत नोंदणीकृत करारनामा करणे बंधनकारक असून करारनामा करण्यास असमर्थता दर्शविल्यास निविदेसोबत जमा केलेली बयाना रक्कम जप्त करण्यात येईल. सादर केलेल्या करारनाम्यातील अटी व शर्ती निविदाधारकावर बंधनकारक राहतील.
5.2	देयक सादर करतांना जी.एस.टी. सह देयक सादर करायचे आहे. जी.एस.टी. चा उल्लेख स्वतंत्रपणे देयकावर दर्शवावा. देयक जी.एस.टी. सह नसल्यास स्विकारल्या जात नाही याची नोंद घ्यावी.

विभागीय सचिव,  
नागपूर विभागीय मंडळ, नागपूर

परीशिष्ट "अ"  
निविदा क्रमांक- एन- 10  
दरपत्रक

प्रति,

विभागीय सचिव,  
महाराष्ट्र राज्य माध्यमिक व  
उच्च माध्यमिक शिक्षण मंडळ,  
नागपूर विभागीय मंडळ, नागपूर

विषय:- मंडळ कार्यालयाकरिता वाहनचालक, हमाल/मजुर पुरविणेबाबत

महोदय,

1)कंत्राटदारचे नांव व पत्ता:-

2)दूरध्वनी क्रमांक:-

3)स्थायी लेखा संख्या (PAN) कार्ड क्रमांक:

4) अनामत रक्कम रू. 10,000/- (रू. दहा हजार फक्त):- E-Payment दवारे

मी निविदा क्रमांक एन-10 मधील शर्ती व अटी वाचल्या असून त्या मला मान्य असून मंडळ कार्यालयातील वाहनचालक, हमाल / मजुर पुरविण्याबाबतचे विवरण खालीलप्रमाणे.

अ.क्र.	तपशिल	दर (सर्व खर्च व करासह)
01	मंडळ कार्यालयात <b>वाहनचालक</b> पुरविण्याबाबतचे दर प्रतिदिन (कामाचे दिवस) जादा काम भत्ता प्रती तास	रू. प्रती दिन, प्रति व्यक्ती रू. प्रती तास
02	मंडळ कार्यालयात <b>हमाल/मजुर</b> पुरविण्याबाबतचे दर प्रतिदिन (कामाचे दिवस)	रू. प्रती दिन, प्रति व्यक्ती

दिनांक:-

निविदा धारकाची स्वाक्षरी  
व प्रतिष्ठानचा रबरी शिक्का

## शपथपत्र

मी खालील सही करणार स्वखुशीन लिहून देतो की, निविदेतील सर्व अटी व शर्ती मी वाचला असून त्या मला मान्य आहेत. सदर अटींच्या अधीन राहून मी निविदा सादर करित आहे. तसेच मी/ आमची संस्था कोणत्याही प्रकारच्या काळ्या यादीत टाकण्यात आली नाही. यासंदर्भात मंडळाचा निर्णय माझेवर बंधनकारक राहिल.

ठिकाण

दिनांक / /2018

निविदाधारकाची स्वाक्षरी

(रबरी शिक्का)

## **TENDERING PROCEDURE :**

### **1.1 A. Blank Tender Forms**

Tender Forms can be purchased from the e-Tendering Portal of Government of Maharashtra i.e. <https://dhe.maharashtra.etenders.in> after paying Tender Fees via online mode as per the **Tender Schedule**.

### **1.2 B PRE-TENDER CONFERENCE :**

1.2.1 Not Applicable

1.2.2 Not Applicable

1.2.3 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.

1.2.4 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.

1.2.5 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 <http://maharashtra.etenders.in/mah/DigitalCerti.asp> and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.

1.2.6 The Tenderers have to make a payment of Rs **1,092/-** online as service charges for the use of Electronic Tendering during Online Bid Data Decryption and Re-encryption stage of the Tender.

1.2.7 For any assistance on the use of Electronic Tendering System, the Users may call the below numbers : 020 – 30187500 or can email at : [support.gom@nextenders.com](mailto:support.gom@nextenders.com)

1.2.8 Tenderers should install the Mandatory Components available on the Home Page of <https://dhe.maharashtra.etenders.in> under the section '**Mandatory Components**' and make the necessary Browser Settings provided under section '**Internet Explorer Settings**'

### **1.3 Guidelines to Bidders on the operations of Electronic Tendering System of DHE / Portal <https://dhe.maharashtra.etenders.in>**

A. Pre-requisites to participate in the eTendering :

#### **1. Enrolment and Empanelment of Contractors on Electronic Tendering System:**

The Contractors interested in participating in the Tenders of DHE / Portal <https://dhe.maharashtra.etenders.in> 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. For participating in Limited and Restricted tenders the registered vendors have to apply for empanelment on the sub-portal of DHE in an appropriate class of registration. The empanelment will have to be approved by the respective officer from the DHE. Only empanelled vendors will be allowed to participate in such tenders. The Contractors 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. The bidder who are exempted for EMD shall select EMD Exemption option under registration category which filing / Editing the Enrolment form, to access the EMD exemption in tender process.

## **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 Contractor 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 Contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, and 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 Authorised 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 firm is required to authorise) 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 Authorised User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorisation Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant. For information on the process of application for obtaining Digital Certificate, the Contractors may visit the section Digital Certificate on the Home Page of the Electronic Tendering System.

## **3. Recommended Hardware and Internet Connectivity:**

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

## **4. Set up of Computer System for executing the operations on the Electronic Tendering System:**

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

The Utilities are available for download freely from the above mentioned section. The Contractors 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.

## **5. Payment for Service Provider Fees :**

In addition to the Tender Document Fees payable to DHE, the contractors will have to pay Service Provider Fees of Rs. 1,092/- through online payments gateway service available on Electronic Tendering System. For the list of options for making online payments, the Contractors are advised to visit the link E-Payment Options under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

## **B. Steps to be followed by Contractors to participate in the e-Tenders processed by**

### **1. Preparation of online Briefcase:**

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

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

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

**Note:** Uploading of documents in the briefcase does not mean that the documents are available to DHE at the time of Tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Re-encryption stage.

### **2. Online viewing of Detailed Notice Inviting Tenders:**

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by DHE on the home page of DHE e-Tendering Portal on <https://dhe.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:**

**\* Realization of NEFT / RTGS payment normally takes 02 to 24 hours, therefore; it is advised, to be sure that NEFT / RTGS payment activity gets completed well in time.**

**\* NEFT / RTGS option will be depend on the amount of EMD.**

**\* Help File regarding use of ePayment Gateway can be downloaded from eTendering portal.**

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of DHE. The templates may be either form based, extensible tables and / or uploadable documents. In the form based type

of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

In the uploadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

**Notes:**

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

**5. Close for Bidding (Generation of Super Hash Values) :**

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

The Tender Authority from DHE 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 DHE has lapsed, the Contractors have to make the online payment of

**Rs. 1,092/-** towards the fees of the Service Provider. After making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately reencrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

**Note:**

The details of the Processing Fees shall be verified and matched during the Technical Opening stage. At this time, the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage. The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-encrypt the Bid data / submit documents during the stage of Decryption and Re-encryption of Bids (submitting the Bids online).

**7. Shortlisting of Contractors for Financial Bidding Process :**

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

**8. Opening of the Financial Bids :**

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

**9. Tender Schedule (Key Dates):**

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column “Contractor Stage” as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All

the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule. At the sole discretion of the Tender Authority, the time schedule of the tender stages may be extended.

### **C) Terms and Conditions For Online-Payments**

The Terms and Conditions contained herein shall apply to any person ("User") using the services of [<https://dhe.maharashtra.etenders.in>], 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 the website i.e. <https://dhe.maharashtra.etenders.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

#### **Privacy Policy :**

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy. This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you 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 User if required to do so in the following circumstances:**

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender.
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offering.

#### **General Terms and Conditions For E-Payment**

1. Once a User has accepted these Terms and Conditions, he/ she may register on 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 Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

**Limitation of Liability**

10. 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.

11. 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, nonperformance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever,

including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

12. 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. 13. 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 :**

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

2. 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.

3. 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.

4. 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.

5. 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;

i. Choose a new password, whenever required for security reasons.

ii. Keep his/ her User ID & Password strictly confidential.

iii. Be responsible for any transactions made by User under such User ID and Password.

6. 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. 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.

2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, 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:

i) The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;

ii) The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;

iii) The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit

iv) 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**

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.

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.

5.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. 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.

6.The User acknowledges and agrees that his/ her information 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.