

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

निविदा क्रमांक: एन 05/ मंडळ कार्यालयातील संगणक यंत्रणे करीता वापरण्यासाठी प्रिंटेड व प्लेन स्टेशनरी व साहित्य, Cartridge Refilling/Repairing/New Cartridge खरेदी करणेबाबत /2018-19  
परिशिष्ट "अ"

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 संगणक यंत्रणे करीता वापरण्यासाठी प्रिंटेड व प्लेन स्टेशनरी व साहित्य खरेदी करणेबाबत, या कामाची निविदा मुल्य (Estimate Cost) रू.2,00,000/- (दोन लाख रुपये फक्त) या साठी ई-निविदा मागविण्यात येत आहे. सदर निविदा ऑनलाईन सादर करावयाच्या असून त्या संबंधी दरपत्रक <https://dhe.maharashtra.etenders.in> या वेबसाईटवर खाली दर्शविलेल्या वेळापत्रकानुसार ऑनलाईन भरून सादर करण्यात यावी.

- 1) निविदा फॉर्म किंमत रू.1000/- (नापरतावा)
- 2) अनामत रक्कम रू.10,000/-

**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) संबंधित संस्था/अर्जदार ही खालीलपैकी एका कायदयांतर्गत (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 10,000/- 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.

**निविदा क्रमांक : 05**

**निविदा संबंधीच्या अटी व शर्ती खालील प्रमाणे आहे.**

1. निविदा फार्म सोबत सर्व कंत्राटदाराने अनामत रक्कम म्हणून रुपये 10,000/- (रुपये दहा हजार ) रक्कम RTGS/NEFT किंवा E-Payment द्वारे भरण्यात यावी.
2. निविदा मान्य न झाल्यास अनामत रक्कम परत करण्यात येईल.
3. सर्व साहित्याचा पुरवठा कार्यादेश मिळाल्याच्या तारखेपासून 15 दिवसाचे आत करावा लागेल.
4. सर्व साहित्य कार्यादेशानुसार व नमुन्याप्रमाणे असणे आवश्यक राहिल. सर्व साहित्य एकाचवेळी कार्यालयास पुरवावे लागेल.
5. साहित्याचे दर सादर करतांना, सर्व प्रकारचे करासह, हमाली, रिक्शा खर्चासह असावेत.
6. सदर दर पुढील एक वर्षाकरीता ग्राह्य असतील.
7. संबंधित वर्षात वस्तू/ साहित्याच्या दरात वाढ झाल्यास कोणतीही दरवाढ मिळणार नाही याची नोंद घ्यावी.
8. निविदा अथवा निविदेतील दर अशंत: अथवा पूर्णतः स्विकारणे किंवा नाकारण्याचे हक्क अधिकार मंडळाने राखून ठेवले आहेत.
9. कार्यादेशानुसार, काम पूर्ण केल्यावर व्दिप्रतीत देयक सादर करावे. नियमानुसार आयकर (TDS) कपात करून देयक धनादेशाद्वारे अदा करण्यात येईल.
10. कार्यादेशानुसार साहित्य पुरवठा न केल्यास अथवा विलंबाने पुरवठा केल्यास प्रतिदिवस रु.200/- प्रमाणे विलंब दंड आकारण्यात येईल. दंडात्मक कार्यवाहीबाबत मंडळाचे सक्षम समितीने घेतलेले निर्णय फर्मवर/संस्था चालकावर बंधनकारक राहिल.
11. ज्या फर्मचे दर स्विकारण्यात येतील त्यांना 7 दिवसात रु.500/-च्या स्टॅम्प पेपरवर करारनामा करून द्यावा लागेल.संबंधीतांची अनामत रक्कम कालावधी पूर्ण झाल्यावर विनंती अर्ज सादर केल्यानंतर धनादेशाद्वारे परत केल्या जाईल.
12. ज्या निविदाधारकांचे दर मान्य होणार नाहीत, त्यांची अनामत रक्कम ही ऑनलाईननेच प्रतिष्ठानाने दिलेल्या खात्यामध्ये जमा होईल. बँक खाते क्रमांक व IFSC कोड अचुक देण्यात यावा.
13. निविदेबाबत अथवा कराराबाबत किंवा साहित्य पुरवठ्या संदर्भात काही वाद निर्माण झाल्यास नागपूर न्यायालयाअंतर्गत निपटारा केल्या जाईल.
14. 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 जाणार नाही याची नोंद घ्यावी.
15. कंत्राटदारास देण्यात येणाऱ्या कामाच्या एकूण किंमतीच्या 5 % सुरक्षा निधी म्हणून मंडळात जमा करावी लागेल. अथवा तेवढ्या रकमेची बँक गॅरंटी मंडळास द्यावी लागेल. सदर रक्कम कार्यादेश देण्यापूर्वी जमा करावी लागेल.
16. मंडळाचे काम अत्यंत महत्वाचे व कालमर्यादित असल्याने Cartridge Refilling /दुरूस्ती कार्यालयाच्या सूचनेप्रमाणे त्वरीत करून द्यावी लागेल.

विभागीय सचिव,  
नागपूर विभागीय मंडळ, नागपूर

निविदा क्रमांक - एन 5  
दरपत्रक

प्रति,

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

विषय:- मंडळ कार्यालयातील संगणक यंत्रणे करीता वापरण्यासाठी प्रिंटेड व प्लेन स्टेशनरी व साहित्य खरेदी करणेबाबत

महोदय,

1) कंत्राटदारचे नांव व पत्ता:-

दूरध्वनी क्रमांक:-

2) स्थायी लेखा संख्या (PAN) कार्ड क्रमांक:

3) बयाणा रक्कम रु.10,000/- (रु.दहा हजार फक्त):- E-Payment द्वारे

मी निविदा क्रमांक एन-05 मधील शर्ती व अटी वाचल्या असून त्या मला मान्य असून मंडळ कार्यालयातील संगणक यंत्रणे करीता वापरण्यासाठी प्रिंटेड व प्लेन स्टेशनरी व साहित्य पुरवठा करणेबाबत दराचे विवरण खालील प्रमाणे आहे.

परीशिष्ट "अ"

प्रि-प्रिंटेड व प्लेन स्टेशनरी

अ.क.	तपशिल	दर प्रती हजार (सर्व कर कागद/छपाई सह)
प्रि प्रिंटेड स्टेशनरी		
01	आकार:10"x12"x1", (सिंगल)	रु. प्रती हजार
02	आकार:8"x12"x1", (सिंगल)	रु. प्रती हजार
03	आकार:10"x12"x2", (1+1) कार्बनसह	रु. प्रती हजार
04	आकार:12"x8"x3 ", (1+2) कार्बनसह	रु. प्रती हजार
05	आकार:10"x12"x3", (1+2) कार्बनसह	रु. प्रती हजार
06	आकार:6"x8"x3", (1+2) कार्बनसह	रु. प्रती हजार
प्लेन स्टेशनरी		
01	आकार:12"x15"x1", (सिंगल)	रु. प्रती हजार
02	आकार:12"x15"x2", (1+1) कार्बनसह	रु. प्रती हजार
03	आकार:10"x12"x1", (सिंगल)	रु. प्रती हजार
04	आकार:10"x12"x2", (1+1) कार्बनसह	रु. प्रती हजार

परीशिष्ट "ब"  
संगणकीय साहित्य  
As per sample of company

अ.क्र.	तपशिल	दर सर्व कर, खर्चासह		
	Dot Matrix Printer Printronix - P 8000	Refilling	New Cartridge	Cartridge Repairing
01	Lipi T 6050 Line Printer	Rs.	Rs.	Rs.
02	TVS MSP 355	Rs.	Rs.	Rs.
03	EPSON LQ 1150	Rs.	Rs.	Rs.
04	Panasonic EXP 1120	Rs.	Rs.	Rs.

अ.क्र.	तपशिल	दर सर्व कर, खर्चासह		
	Laser Printer	Refilling	New Toner	Cartridge Repairing
01	Canon LBP-3000	Rs.	Rs.	Rs.
02	Canon LBP-3108B	Rs.	Rs.	Rs.
03	HP Lasejet-1022	Rs.	Rs.	Rs.

दिनांक:-

निविदा धारकाची स्वाक्षरी  
व प्रतिष्ठानचा रबरी शिक्का

## शपथपत्र

मी खालील सही करणार स्वखुशीन लिहून देतो की, निविदेतील सर्व अटी व शर्ती मी वाचल्या 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 <http://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 form 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 <http://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 unloading 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. 1,054/-** 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 fromThe 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**

1. 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.
2. 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.
3. 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.
4. 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.

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.