

E-TENDER NOTICE

DEPARTMENT OF APPLIED PSYCHOLOGY UNIVERSITY OF MUMBAI

Vidyanagri, Santacruz (E), Mumbai 4000 098 Tel: 9768134121, Email: udap@psychology.mu.ac.in

E-tender Notice No: IISL/2021/06 dated 08th Mar. 2021

Name of the Work:

Setup of Brain-Behaviour Laboratory: Providing and Setting up of complete '64-Channel + 8 Aux Channel EEG-ERP Setup and Eye-Tracker Setup' for the 'Brain Behavior Laboratory' as per specifications on Turn-Key basis at Department of Applied Psychology, University of Mumbai



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E-tender Notice No: IISL/2021/06 dated 08th Mar. 2021

University of Mumbai invited Online-Tender for Purchase of Setup of Brain-Behaviour Laboratory: Providing and Setting up of complete '64-Channel + 8 Aux Channel EEG-ERP Setup and Eye-Tracker Setup' for the 'Brain Behavior Laboratory' as per specifications on Turn-Key basis at Department of Applied Psychology, University of Mumbai required to carry out research and development activities at Integrated Centre for Research Diagnostics and Cure of Covid and other Viral Diseases (ICRDCVD).

Sr. No.	Tender Form Fee (Rs.)	EMD in (Rs.)	Validity of e- tender	Pre-bid meeting	Last date of submission	Technical bid opening date & time	Financial bid opening date & time
1.	Rs. 1180/- (Rs. One thousand and one		7 Days	10/03/2021 14.00 hrs to 16.00 hrs at UDAP	16-03-2021 15.00 Hrs	17-03- 2021 at 11.00 hrs	17-03- 2021 at 15.00 hrs
	hundred eighty only)	three thousand only)	University	Department of Mumb 00 098, India.	oai, Vidyana	Psychology Igari, Santa 121	, , ,

a) Schedule for Invitation to Bid:

Name of the Purchaser	Head, Department of Applied Psychology, University of Mumbai
Nam <mark>e, address, and Email ID</mark> of the contact person for any clarification	Dr. Vivek Belhekar Department of Applied Psychology, University of Mumbai Email: vivek@psychology.mu.ac.in Mobile: 9768134121
Address for Pre-Bid Meeting	Office of Head, Department of Applied Psychology (UDAP), University of Mumbai, Vidyanagari, Santacruz (E), Mumbai 400 098, India. Tel: 9768134121 Online Meeting address: https://meet.google.com/ccn-uwni-uuw
Address for Bid Submission and Bid Opening	The office of University Engineer, Campus Development Unit, University of Mumbai, Fort, Mumbai 32



Note:

- 1. All the Eligible Tenders needs to be registered on https://mahatenders.gov.in/ to get user ID and password and to download the documents for online bid preparation and online bid decryption and re-encryption on https://mahatenders.gov.in/
- 2. All the tenders are necessary to purchase Digital Certificate of Class II or Class III to do e-Tendering. Digital Certificate forms are available on https://mahatenders.gov.in/
- 3. Toll Free Ph. No. 0120-4001 002, 0120-4001 005 0120-6277 787. Special Instructions to the Contractors / Bidders for the e-submission of the bids online through this tender site: https://mahatenders.gov.in/

4. The University of Mumbai reserves every right to cancel the tender in whole or inpart.





Invitation of E-tenders

- 1. The University of Mumbai, invites online tenders for Purchase of Setup of Brain-Behaviour Laboratory: Providing and Setting up of complete '64-Channel + 8 Aux Channel EEG-ERP Setup and Eye-Tracker Setup' for the 'Brain Behavior Laboratory' as per specifications on Turn-Key basis at Department of Applied Psychology, University of Mumbai to carry out research and development activities at the Integrated Center for Research Diagnostics and Cure of Covid and other Viral Diseases (ICRDCVD).
 - Detailed terms and conditions and schedule of the goods/materials/equipments are provided in the tender documents.
- 2. Interested tenderers may download further information and inspect the Tender Documents from https://mahatenders.gov.in/.
- 3. A complete set of Tender Documents may be purchased at the cost of Rs.1180/-which is not refundable by the authorized representative online on https://mahatenders.gov.in/by using Debit Card/Credit Card/Net banking. The tender document will be available from date 08-03-2021, 15:00 Hrs. to 16-03-2021, 15:00 Hrs at the above address.
- 4. All tenders must be accompanied by an Earnest Money Deposit (EMD) for an amount of Rs.1,23, 000/- and should be paid online only by using Debit Card/Credit Card/Net Banking/RTGS/NEFT. In case of any exemption, Exemption Certificate should be uploaded online in the Technical Envelope-I. Tender accompanied by Cheque/Cash/DD/Pay Order or without EMD will not be considered and will be rejected out rightly.
- 5. The University of Mumbai, will not be responsible for any costs or expenses incurred by Tenderers in connection with the preparation for delivery of Tenders, including costs and expenses related to visits to the site of The University of Mumbai.
- 6. The tender will be in two Envelopes: Envelope-I will contain technical bids and Envelope-II will contain price bids.
- 7. Last date for submission of Technical & Price Bid is 16-03-2021 at 15.00 Hrs.
- 8. Bid of Technical Envelope-I will open on 17-03-2021 at 11:00 Hrs.
- 9. All the vendors have to purchase Class-II or Class-III Digital Certificate and Digital Certificate should be having two pairs namely 1.) Sign Verification and 2.) Encryption/Decryption



- 10. All the vendors have to Submit/Upload their documents in pdf/jpg format.
- 11. All the vendors have to complete tender download, Online Bid Preparation and has submission and online Bid Data Decryption and Re-encryption other-wise vendors will not get qualified for technical bid and commercial bid opening.

Schedule of e-Tender

b) Time Schedule of Tendering

Seq. No.	Stage of tender	Start Date & Time	Expiry Date & Time	
1	Release of tender	08-Mar-2021 at 17:00		
2	Download of tender	08-Mar-2021 at 17:00	16-Mar-2021 at 17:00	
3	Submission of tender	08-Mar-2021 at 17:00	16-Mar-2021 at 17:00	
4	Lock period of tender	16-Mar-2021 at 17:00	17-Mar-2021 at 17:00	
5	Technical Bid opening	18-Mar-2021 at 10:30		
6	Commercial bid opening	18-Mar-2021 (if possible) Will be done after scrutiny of technical bid		



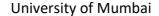
Part A-Terms and Conditions

Envelope No.1 (Technical Bid)

Terms and Conditions of Supply:

The tender document along with terms & conditions are available for sale on https://mahatenders.gov.in/

- 1. Tenderer /Bidders shall submit the following documents along with their tender and be placed in the **Technical Bid Envelope** (i.e. **Envelope No. 1**).
 - **a.** Income-Tax clear certificate from the Income-Tax Officer concerned, certifying that the tenderer has cleared all the Income –Tax dues.
 - **b.** Tenderers should be either manufacturer or authorized dealer of the said material/accessories and should submit the proof for the same. Also, the Tenderers should state whether they are a Proprietary Firm, Partnership Firm or a Private/Public Limited Company and furnish the proof of the same. If the tenderer is a partnership firm, the necessary partnership deed, disclosing the names of all partners and their interest in the firm shall be enclosed.
 - c. Tenderer should enclose the list of at least 5 names of the organizations and laboratories to which similar equipment / accessories have supplied in the last 5 years within India and a certificate to the effect that the performance of the supplied equipment was satisfactory.
 - d. GST Registration No.
 - **e.** Technical specifications offered by the Supplier supported by Authentic printed technical brochure of the particular model offered.
 - **f.** Technical compliance table
 - g. Proprietary certificate
 - **h.** The authority to sign a tender document shall be submitted invariably by the tenderer.
 - i. Affidavit on Rs. 500 Stamp Paper
 - **j.** Declaration on Stamp Paper as per format given in the tender document.
 - **k.** The names of the organizations and the offices to which similar supplies have been made.





- OEM should have direct service personnel within Mumbai. Contact Details of Engineers should be furnished
- **m.** Vendor must submit a Compliance statement in tabular form comparing each specification of the quoted item with that given in the Tender Document part B.
- 2. The Earnest Money Deposit (EMD) paid by the supplier shall be forfeited, if the supplier fails to pay the necessary security deposit in the event of his tender being accepted.
- **3.** Bidders should read carefully all the instructions and terms and conditions, etc. before registering the prescribed schedule of the tender. Price registering in the schedule of price to tender should be inclusive of all taxes and duties. Rate should be quoted online only.
- **4.** The offers made by the Tenderers shall be valid for 120 days after the last date of submission of tender.
- 5. The Technical documents shall be opened on a schedule and venue to be arranged later, for those bids for which minimum three Bidders have participated. The tenderers or their authorized representatives shall be allowed to be present at the time of opening of the tenders. Financial bids of only qualified tenderers shall be opened. The date and time of opening the financial bids shall be announced after opening and evaluating all the Technical bids.
- **6.** In case of imported items/accessories, the rates should be quoted in the light of exemptions enjoyed by educational institutions. Universities exempted from the payment of Octroi and the necessary certificate/form can be issued by the University.
- 7. Technical specifications of the Material/Accessories are given in Annexure to these papers i.e. Part B.
- **8.** If the supplier fails to deliver the article as per the delivery schedule, the University of Mumbai shall be free to procure the balance/undelivered supply, at the risk and cost of the supplier, from other such suppliers.
- **9.** The goods, accessories, materials equipment supplied by the supplier shall be accepted after in section by an officer authorized by the competent authority. No accessories/materials which do not conform to the specifications laid down in the terms and conditions or damaged in transit accepted.



- **10.** The bills of the suppliers shall be paid by the University after all the materials/Accessories have been received inspected and found in good condition as mentioned above.
- **11.** Vendor must submit a compliance statement in tabular form comparing each specification of the quoted item with the given in the Tender Document part-B.
- **12.** As the suppliers shall be responsible for the supply and installation (wherever necessary) of equipment at Mumbai, the cost towards insurance until destination in the University, shall be borne by suppliers.
- 13. In the event of any breach of the terms and conditions of the supply, the University of Mumbai may terminate the contract placed with the supplier, for it the security deposit of the supplier and make alternative arrangements for procurement of supplies at the risk and cost of supplier.
- **14.** Proprietary certificate, if any, should be included in the Technical bid.
- **15.** The Conditional offers are liable to be summarily rejected.
- **16.** Right to reject any or all tenders without assigning any reason therefore are reserved by the University of Mumbai.
- **17.** The payment shall be made after successful installation within a reasonable period as per the University of Mumbai rules and procedures.
- **18.** In case of successful tenderers the amount of Earnest Money Deposit shall be converted into Security Deposit / Performance Guarantee and shall be refunded after the warranty period is over.
- 19. Suppliers should read carefully all the instructions and terms and conditions, etc., before registering rates in the prescribed schedule of the tender. Taxes and duties etc. should be shown separately.
- **20.** The offers made by the suppliers shall be open for acceptance for 120 days after the last date of submission of tender.
- **21.** The quotation shall be opened by the committee members as constituted by the University of Mumbai norms. The bidders or their authorized representatives shall be allowed to be present at the time of opening of the tenders.
- **22.** In case of imported items / accessories the rates should be quoted in the light of exemptions as applicable for educational institutions. The University is exempted from payment of Customs/Excise duty, Octroi, GST; and the necessary certificates / forms can be issued by the University.



- **23.** Technical specifications of the items / Accessories are given in the Annexure of these papers (Part B).
- **24.** The delivery time of items / Accessories should be clearly mentioned in the tender. No extension shall be granted to the vendors / suppliers for the period of delivery mentioned in the tender, under any circumstances.
- **25.** If the supplier fails to deliver the article as per the delivery schedule, the University of Mumbai shall be free to procure the balance / undelivered supply, at the risk and cost of such supplier.
- **26.** The goods, article, material supplied by the vendor shall be accepted after inspection by an officer authorized by the competent authority. No items / Accessories which do not conform to the specifications laid down in the terms and conditions or damaged in transit or otherwise, shall be accepted.
- **27.** The bills of the suppliers shall be paid by the University after all the items / Accessories equipment have been received, inspected as above.
- 28. The vendor/bidder should:
 - **a.** Have experience in deployment/supply of the said equipment for the last 5 years. Minimum 5 copies of Purchase Order of the last 5 years from Govt. Research Institute/University should be submitted.
 - **b.** Bidder should be an ISO 9001:2015 certified Company.
- **29.** As the supplier shall be responsible for the supply of the material at the Department of Applied Psychology, University of Mumbai; the cost towards loading/unloading, insurance, etc. shall be borne by the suppliers.
- 30. In the event of any breach of the terms and conditions of the supply, the University of Mumbai may terminate the contract placed with the supplier and forfeit the EMD/Security Deposit of the supplier.
- **31.** The University is applicable for GST concession. Necessary certificates are provided as per request.
- 32. HARD COPY SUBMISSION: The Contractor should submit one hard copy of all the documents required to be submitted in Envelope No.1 in sealed envelope, mentioning name of work. This sealed envelope should be addressed to The Head, Department of Applied Psychology, University of Mumbai, Vidyanagari campus, Santacuz (E), Mumbai 98 and should be submitted within 72 hours of last date and time of submission of Bid in online form. This sealed envelope will be opened ONLY IF any technical difficulty is faced in e-tendering procedure.



Annexure: Part B – Specifications

Envelope No.2 (Financial/Price Bid)

Tabulated bidding details:

Item	Complete EEG-ERP Setup with 64 Channel+8 aux channels, Gel-based	Quantity 1 nos	Price/ Rate per Unit (in Rs.)	GST per unit (in Rs.)	Any other charges per unit as per Government Rule (in Rs.)	Total Cost (in Rs.)
	systems, including software.	161		-1		
	The electrodes should be removable from the Caps, so that various size Caps could be used, and the caps could be replaced without replacing the electrodes.	3 pcs of cap fabrics of different sizes to be supplied along			300	
	Dry cap: 32 active dry signal electrodes with Gold plated exchangeable dry sensors	1 nos	5	98		9
	System should be supplied with a Lithium ion based battery for ensuring longer recording times and long battery life with a low self-discharge rate and should include charger for batteries.	1 nos	(C)			



Specifications for	
computer system:	
Stimulus	2 nos
Presentation	
EEG Acquisition	5 nos
System	3 1103
EEG system Laptop1:	1 nos
EEG system Laptop2:	1 nos
Analysis Portal:	4 nos
Audio input output:	1 nos
A 1 KVA APC online	1 nos
UPS with 1hr backup	
	JA / II
28. Additional	118
Software to be	A3A1
provided	
E-prime 3	2 nos
(2 user	1117
license)	1-53
Paradigm	2 nos
(2 user	2.00
license)	The state of the s
FaceGeb	1 nos
Artists Pro	
(1 user	
license)	
 FaceGen 	1 nos
Modeller	
Core (1	
user	1857\
license)	1 2 2 2 1
29. Additional sensors	1 nos each
for EEG-ERP	sensor
system	
30. Consumables, such	1 nos
as conducting	10
gel/paste, abrasion	29/610 160
gel, saline etc.	
sufficient for	
EEG/ERP	
acquisition from	
100 subjects must	
be provided along	
with the initial	
procurement.	
31. Recliner Chair for	1 nos
EEG-ERP	



32. Supplementary	1 nos each			
Equipment	supplementary			
	equipment			
Monocular-Binocular	1 nos			
eye tracking with the				
Desktop Mount				
(Remote System)				
Software for raw data	1 nos			
extractions and				
analysis and Software				
for experiment			- 7	
building for eye	1		7	
tracker	1			
Computer	1 nos			
Specification for the	134"			
Eye-tracker:		-		
Wearable Eye-	1000			
tracker	1 nos			
Software	1 nos	1	P-	
Suitable computer	1 nos			

Note:

- 1. Rate should be quoted online only
- 2. The Rates shall be FOR/CIF, at destinations/godowns/places indicated in the supply order
- 3. Tenderers are advised to read carefully the Terms and Conditions of supply and the Instructions to the Tenderers" before recording the rates in this schedule





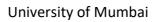
Technical Specifications for Setup of Brain-Behaviour Laboratory: Providing and Setting up of complete '64-Channel + 8 Aux Channel EEG-ERP Setup and Eye-Tracker Setup' for the 'Brain Behavior Laboratory'

Description of instrument: Required for research and development/ teaching related activities at Department of Applied Psychology, University of Mumbai.

Specification:

1. Brief Equipment Details:

Item	Specifi <mark>catio</mark> ns	Quantity
complete '	Complete EEG-ERP Setup with 64 Channel+8 aux	1 nos
64-Channel	channels, Gel-based systems, including software.	
+ 8 Aux Channel	The electrodes should be removable from the Caps,	3 pcs of
EEG-ERP	so that various size Caps could be used, and the caps	сар
Setup and	could be replaced without replacing the electrodes.	fabrics of
Eye-	country to replace a manear replacing and electrodes.	different
Tracker	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW	sizes to
Setup' for the 'Brain	3.87	be
Behavior		supplied
Laboratory'	117	along
_	105603	
	Dry cap: 32 active dry signal electrodes with Gold	1 nos
	plated exchangeable dry sensors	/
	plated excitating cashe diff seriosis	
	System should be supplied with a Lithium ion based	1 nos
	battery for ensuring longer recording times and long	
10	battery life with a low self-discharge rate and should	
1 /-	include charger for batteries.	
	m old	3(/
40000	Specifications for computer system:	Service and Servic
	Stimulus Presentation	2 nos
	EEG Acquisition System	5 nos
	EEG system Laptop1:	1 nos
	EEG system Laptop2:	1 nos
	Analysis Portal:	4 nos
	Audio input output:	1 nos
	A 1 KVA APC online UPS with 1hr backup	1 nos
	Additional Software to be provided	
	 E-prime 3 (2 user license) 	2 nos
	 Paradigm (2 user license) 	2 nos
	 FaceGeb Artists Pro (1 user license) 	1 nos
		1





 FaceGen Modeller Core (1 user license) 	1 nos
Additional sensors for EEG-ERP system	1 nos each sensor
Consumables, such as conducting gel/paste, abrasion	1 nos
gel, saline etc. sufficient for EEG/ERP acquisition from	
100 subjects must be provided along with the initial	
procurement.	
Recliner Chair for EEG-ERP	1 nos
Supplementary Equipment	1 nos each
	supplementary
	equipment
Monocular-Binocular eye tracking with the Desktop	1 nos
Mount (Remote System)	
Software for raw data extractions and analysis and	1 nos
Software for experiment building for eye tracker	
Computer Specification for the Eye-tracker:	1 nos
Wearable Eye-tracker	1 nos
Software	1 nos
Suitable computer	1 nos





2. Detailed technical specification of the Product/equipment:

Item	Specifications	Quantity
Complete	Specifications for Complete EEG-ERP Setup with 64	1 nos
EEG-ERP	Channel+8 aux channels, Gel-based systems, including	
Setup with	software.	
64	1. System should be a 64 channel Research EEG- ERP	
Channel+8	System, upgradeable upto 128 or higher EEG	
aux	channels	
channels , Gel-based	2. Charled has a malical with Anti- Clastica day Charled	
systems,	2. Should be supplied with Active Electrodes; Should	
including	offer impedance measurement display on the	
software.	electrodes itself for quick identification of each	
Eye-	electrode for improvin <mark>g an</mark> d adjusting the	
Tracker	recording, and for hig <mark>h qual</mark> ity source localization.	
setup.	(Each electrode shou <mark>ld d</mark> is <mark>pl</mark> ay the impedance with	
Laboratory	a multicolour LED on <mark>the</mark> electrode itself)	
Based	2. The amplifier should also allow recording with a	
Remote	3. The amplifier should also allow recording with a	
System including	lesser number of channels.	
software.	4. The electrodes should have impedance conversion	
301tware.	at electrode level leading to much lower noise	
	levels compared to conventional passive electrodes.	
	levels compared to conventional passive electrodes.	
	5. System should have inbuilt 8 Aux inputs for full	
	range of biosignal sensors for peripheral recording	
	with Electrodermal activity (EDA) ,	
1	Electrocardiogram (ECG) Hart Rate Variability (HRV),	
	BP, EMG, EOG, respiration, acceleration,	(8)
12	temperature, blood pulse sensors etc.	
	My OP.	
	6. It should be possible to combine an eye tracker	
	setup with EEG recording in the EEG setup	
	7. The amplifier should be a single amplifier with all	
	the channels built into one unit.	
	8. 24 Bit (one converter per channel) acquisition with	
	High sampling rate up to 100 KHz & a hardware	
	bandwidth of DC-20 kHz.	
	9. Rapid application EEG that allows recording from	
	Channels in 10-15 minutes (versus long application	



	time) that is more comfortable for the subjects and allows high quality acquisition for longer duration.	
	10. Systems should be able to receive TTL trigger event markers at the amplifier itself, in order to precisely mark the data of interest for online and offline analysis.	
	11. System should be able to forward any TTL event markers received on its trigger input port - out to its trigger output port, for syncing of other devices.	
	12. Triggers - System should be synchronized to have trigger markers simultaneously sent or received to other systems in order to precisely mark the data of interest for online and offline analysis, and for quality assessment for fine tuning and modifying the BCI Script.	
	13. Should have 8 Bit trigger input and 8 Bit trigger output, each separately.	
9	14. The electrodes should be removable from the Caps, so that various size Caps could be used, and the caps could be replaced without replacing the electrodes.	3 pcs of cap fabrics of different sizes to be supplied along
	15. Dry cap: 32 active dry signal electrodes with Gold plated exchangeable dry sensors	1 nos
	16. Should be able to Integrate with Paradigm presentation system/E-Prime/Presentation & online markers for stimulus presentation and responses with 8 Bit trigger input and output of each separately.	



	17. System should be supplied with a Lithium ion based battery for ensuring longer recording times and long battery life with a low self-discharge rate and should include charger for batteries.	1 nos
9	 System should be compatible with all electrode types: passive AgCl, active, active dry and Water Based Net Cap. Electrodes should have a wide port to apply Gel. EEG devices should have a Sync port - to send markers at user set intervals to external equipment (fNIRS, tDCS, eyetracker) for synchronisation. Same EEG cap can have fNIRS optode holders for combined EEG-fNIRS experiments. No need to buy new or customized caps. Electrode placement on caps should be at standard 10-20 or related standards (10-10, 10-5 for higher number of channels). Should be offered with an interface device to merge triggers from various sources. Triggers from serial port, Parallel port, TTL and Fibre optics. Should have a facility to stretch triggers. Should be able to toggle switches to regulate triggers bitwise. Should be able to provide virtual serial port via USB. Suitable computers should be provided for paradigm/experiment designing and EEG Acquisition and Analysis. 	
	25. Specifications for computer system: 1. Stimulus Presentation: Latest generation i7 Core processor, with NVIDIA® Quadro® P1000 (4 GB) supporting extended dual display, 32 GB RAM, High Definition Integrated Realtek ALC221 Audio and integrated speaker as well as USB Powered Speakers, 2 TB storage, USB keyboard, Optical USB mouse, Windows 10 Pro 64 OS / Equivalent OS as required by the stimulus presentation and analysis software, 27 inch monitor for stimulus presentation.	2 nos



·		
2.	EEG Acquisition System: Latest generation i7/i9 Intel® Core processor, with NVIDIA® Quadro® P1000 (4 GB) supporting extended dual display, 32 GB RAM, High Definition Integrated Realtek ALC221 Audio and integrated speaker as well as USB Powered Speakers, 2TB storage, USB keyboard, Optical USB mouse, Windows 10 Pro 64 OS / Equivalent OS as required by the stimulus presentation and analysis software, 27 inch monitors.	5 Nos
3.	EEG System Laptop-core i9, 10 th gen chipset, with 256GB SSD, 1 TB hard disk, 2 GB graphic card and 16 GB ram, Windows 10 Pro 64 OS.	1 nos
4.	EEG System Laptop 2.3GHz 8-Core 9th- generation i9 Processor, 1TB Storage, AMD Radeon Pro 5500M with 4GB of GDDR6 memory, Turbo Boost up to 4.8GHz, 16GB 2666MHz DDR4 memory, 16-inch display with True Tone, MacOS	1 nos
5.	Analysis Portal: Apple M1 chip with 8-core CPU, 8-core GPU and 16-core Neural Engine, 8GB unified memory, 256GB SSD storage, Retina display with True Tone	4 nos.
6.	For audio input output, compatible speakers and earphones (tube earphones) must be provided; for speech input, compatible microphone must be provided. (note: Bose system)	1 nos
7.	A 1 KVA APC online UPS with 1hr backup	4 nos
26. O	 Max Bandwidth DC~20 KHz Digitization - 24 Bit (one converter per channel) Max. sampling rate: 100KHz Sampling rate for 64 channels + 8 AU: 50 Khz; Upto 1,00,000.00 Hz for lesser channels. Input Noise ~ 2 μV p.p. (DC - 35 Hz) Input impedance (for DC): EEG channels: > 2,000 MΩ Measurement Range: 0 TO 100KΩ Input voltage range - +/- 400 mV (EEG), ±4.8 V (AUX) 	
	 (EEG), ±4.8 V (AUX) Resolution EEG: ≈ 0.0487 μV per bit; 	



- Common-mode rejection (CMR) > 100 dB
- Connection to computer for data transfer: USB2.0

27. Software

- System should provide data acquisition with impedance less than $10k\Omega$ (fairly easy) and it should be stable for a 2 to 3 hrs of ERP protocol. System should be based on Windows/Linux format (however Windows should be preferable).
- System should be offered with High end post processing software from same manufacturer of Amplifier to ensure consistent technical product support from capture till analysis of signal for EEG ERP research and should have the following features-
- Reader for all industry formats, With History Tree
- ERS/ERD: Methods for calculating event-related synchronization and desynchronization.
- Filtering: Low cutoff, high cutoff, band rejection and notch filtering with a new graphical display of the filter functions.
- FFT and Inverse FFT
- Wavelets: Discrete wavelet transforms for the analysis of neurophysiological signals in the timefrequency domain.
- Faster ICA algorithms, probabilistic ICA, semi automatic views for component selection (with topographical maps, component activity, preview of corrected data and overlay of the original data).
- ICA ocular correction: ICA correction with eye component selection methods based on objective criteria.
- LORETA: Source localization, further processing of source data.
- Real-time MATLAB® interaction: Interface for applying MATLAB® / EEGLab functions to transforms and templates. Problem-free forward / backward transfer of all dataset components and properties with automated node/template generation.
- Should be capable for Analysing and processing Data acquired from sensors such as GSR, HRV, Temp., Acceleration, Blood pulse volume, along with EEG data.
- The data should be easy to export in multiple formats such as ASCII, simple binary file, EDF, EDF+,



	and other file formats which are compatible with MATLAB based EEG tools such as EEGLab (for offline).	
	 28. Additional Software to be provided E-prime 3 (2 user license) Paradigm (2 user license) FaceGeb Artists Pro (1 user licence) FaceGen Modeller Core (1 user license) 29. Additional sensors for EEG-ERP system The System should be offered with Sensors for ECG, EMG, EOG, GSR, Blood Pulse, HRV and Temperature measurement, optional sensor of photoplethysmography (PPG).	2 nos 2 nos 1 nos 1 nos 1 nos each sensor
	30. Consumables, such as conducting gel/paste, abrasion gel, saline etc. sufficient for EEG/ERP acquisition from 100 subjects must be provided along with the initial procurement.	1 nos
	31. Recliner Chair for EEG-ERP	1 nos
	32. Supplementary Equipment	1 nos each
	RefrigeratorMicrowaveWater Filters	supplementary equipment
	33. Others	
6	 Isolation: It should be possible to galvanically isolate the EEG system from the recording computer (preferably using fiber optic cable) and house them in separate rooms. List of users with contact details (e-mail & telephone / mobile number) in research institutes (India & 	
	 Abroad) to be provided List of at least five peer-reviewed PubMed indexed original research publications that have used this equipment. Hard copy of the full text of this research publication should be enclosed along with the technical bid documents. The bidder should provide documents to support compliance with all the technical specifications as annexures. In addition, the bidder should indicate the exact location of the text in the annexure (for example annexure no., page, paragraph, and lines detail) that provides the necessary documentary support for the respective technical specification. Scrutiny for matching the technical specifications will be solely based on the hard copy documents & details of the text location (as specified above) provided with the 	



- technical bid, preferably along with cross-referencing from the product website.
- Certification: FDA or CE or equivalent certification for the use of equipment in human subjects is mandatory and a copy of the same should be enclosed.
- Required Accessories to ensure turnkey operation
- The technical bid should be accompanied by an itemwise compliance report that is signed & stamped by the authorized signatory of the bidder in all pages. This compliance report should have reference to the page number of the manual in which the specific technical compliance details with respect to each item. The hard copy of the manual should be submitted along with the technical bid. It is preferable that the vendor provides additional reference to these technical details in their product web site as well.
- If required, the bidder must be able to organize for an online/physical demonstration (other than training) of the product at Department of Applied Psychology, University of Mumbai with regards to all the technical specifications mentioned in this document within a notice period of 1 week.
- Necessary training / instructions on operation of the system should be given by the qualified engineers of the tenderer firm to researchers of Department of Applied Psychology, University of Mumbai at free of cost after completion of the installation.
- The tenderer should supply the circuit diagram and instruction manual of the tendered equipment/s at the time of supply of the equipment.
- Quote must have a compliance report on all the above points.
- Warranty: 5 years

Eye-Tracker setup. Laboratory Based Remote System including software.

The Eye Tracker along with associated software should have compliance with respect to the following technical features:

- 1. Monocular-Binocular eye tracking with the Desktop Mount (Remote System)
 - 1.1 Monocular-Binocular eye tracking (dark pupil tracking) with the Desktop Mount
 - 1.2 Should have Head support for Chin and Forehead rest
 - 1.3 Remote camera upgrade for research involving EEG, TMS, or for use with infants, children, and special populations

1 nos







 Firm must have proven knowledge and expertise in standard system installation, commissioning and providing training. Supporting documents evidencing the above must be enclosed. Compliance of all listed specifications terms and conditions should be indicated on a separate sheet. Maintenance and service requests must be attained within 7 working days. The tenderer should supply the circuit diagram and instruction manual of the tendered equipment/s at the time of supply of the equipment. If required, the bidder must be able to organize for an online/physical demonstration (other than training) of the product at Department of Applied Psychology, University of Mumbai with regards to all the technical specifications mentioned in this document within a notice period of 1 week.
Necessary training / instructions on operation of the
system should be given by the qualified engineers of the tenderer firm to researchers of Department of Applied
Psychology, University of Mumbai at free of cost after
completion of the installation.
The entire Brain-Behavior Laboratory setup should operate on 'turn-key basis'

Note:

- 1. All documentation shall be in English language.
- 2. Test reports and certificates must be provided



(Executive Magistrate/Notary Public)

AFFIDAVIT

Ι,						(Name	of
vendor/Authorized	person),	aged	about		years,	residing	at
	(Pe	ostal Addr	ess) do h	ereby swear	this affida	avit that, I am	ı the
proprietor/Partner	of				(Name of	f company/f	irm)
Registered at							
I do hereby	swear that, th	ne docume	ents subm	nitted in en	velope No	. 1 of the ter	nder
document for the	work of		341,		are t	rue, correct	and
complete. I am not	blacklisted in a	any organi	<mark>zation</mark> . In	case the co	ontents of e	envelope No.1	land
other documents pe	rtaining to the	tender sub	mitted by	me are fou	nd to be in	correct or fal	se, I
shall be liable for a	ction under the	relevant p	rovision	of Indian Pe	enal Code a	and other rele	vant
laws.							
Place:		O TO	185 / -	Signature of Vendor/ bido NameAddress E-mail:-	~ 7000	-	



Declaration by the vendor

I/We hereby declare that I/we have made myself / ourselves thoroughly conversant with the local conditions regarding all materials and labor on which I/we have based my/our rates for this tender. The specifications and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/we undertake to use only the best materials approved by the University of Mumbai or his duly authorized representative before starting the work and to abide by his decision.

I/We hereby undertake to pay the laborers engaged on the work as per minimum wages Act 1948 applicable to the Zone concerned.





Guidelines to vendors on the operations of Electronic Tendering System of the University of Mumbai

Website: https://mahatenders.gov.in/

Please refer to Website: https://mahatenders.gov.in/ for complete details.

A. Pre-requisites to participate in the Tenders processed by the University of Mumbai and Steps to follow.

1.1 Blank Tender Forms.

1.1.1 Tender Forms can be downloaded from the e-Tendering portal of Government of Maharashtra i.e. https://mahatenders.gov.in/. Document Tender Fee and EMD to be paid Via Online Payment Gateway Mode Only. And upload successful payment receipt in ENVELOPE NO.1 TECHNICAL BID Documents.

1.2 PRE-TENDER CONFERENCE:

- 1.1.2 Pre-tender conference open to all prospective tenderers who have purchased tender form before the date of Pre-tender Conference, will be held at office of the Office of Head, Department of Applied Psychology, University of Mumbai on As per NIT. As per Online Tender Schedule published on e- Tendering portal of Government of Maharashtra wherein prospective Tenderers will have an opportunity to obtain clarifications regarding the work and the Tender Conditions. The cob=nferen
- 1.1.3 The prospective tenderers are free to ask for any additional information or clarification either in writing or orally concerning the work, and the reply to the same will be given by the Head, Department of Applied Psychology and the same will be made available on e-Tendering portal of Government of Maharashtra i.e. https://mahatenders.gov.in. and this clarification referred to as common set of conditions/deviations (C.S.D.), shall form part of tender documents and which will also be common and applicable to all tenderers. The point/points if any, raised in writing and/or verbally by the contractor in pre-tender conference and not finding place in C.S.D. issued after the pre- bid conference, is/are deemed rejected. In such case the provision in NIT shall prevail. No individual correspondence will be made thereafter with the contractor in this regard.
- 1.1.4 The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the University, and this tender shall be unconditional. Conditional tenders will be summarily REJECTED.
- 1.1.5 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 their offer (in envelope No.1 & 2) does not contain any condition, deviations from terms and conditions stipulated in the tender.
- 1.1.6 Tenderers should have valid Class III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement DSC, Interested Bidders should go to process for new application of DSC.
- 1.1.7 For any assistance on the use of Electronic Tendering System, the Users may call the below Toll Free Ph. No. 0120-4001 002, 0120-4001 005, 0120-6277 787



1.2 Special Instructions to the Contractors / Bidders for the e-submission of the bids online through this tender site: https://mahatenders.gov.in/

Bidder must register themselves on the portal by clicking "Online Bidder Enrollment" and then map Digital Signature certificate.

Bidder then login to the site giving **User id / Password** chosen during registration.

- 1.2.1 The DSC e-token that is registered should be used by the bidder and should not be misused by others.
- 1.2.3 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.2.4 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 1.2.5 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR formats. If there is more than one document, they can be clubbed together.
- 1.2.6 Document **Tender Fee and EMD** to be paid via Online Payment Gateway Mode only and upload successful payment receipt in **ENVELOPE NO.1 TECHNICAL BID** Documents.
- 1.2.7 The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- 1.2.8 The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- 1.2.9 After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- 1.2.10 Document **Tender Fee and EMD** to be paid via **Online Payment Gateway Mode only**. And upload successful payment receipt in **ENVELOPE NO.1 TECHNICAL BID** Documents. And BOQ in .xls format file to Uploaded in **ENVELOPE NO.2 FINANCIAL BID** Documents.
- 1.2.11 The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- 1.2.12 The bidder may submit the bid documents only by online mode through the site (https://mahatenders.gov.in/) as indicated in the tender.
- **1.3** The tendering system will give a successful bid updating message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the DSC e-token of the bidder and then submitted.
- The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 1.3.1 Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.



- 1.3.2 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 1.3.3 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 1.3.4 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.3.5 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 1.3.6 The bidders are requested to submit the bids through online e-tendering System to the TIA well before the bid submission end date & time (as per Server System Clock).
- 1.3.7 The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.
- 1.3.8 The bidder should upload the Technical Bid in .rar format single file to upload in Technical cover.

1.4 HARD COPY SUBMISSION

The Contractor should submit one hard copy of all the documents required to be submitted in Envelope No.1 in sealed envelope, mentioning name of work. This sealed envelope should be addressed to The Head, Department of Applied Psychology, University of Mumbai and should be submitted within 72 hours of last date and time of submission of Bid in online form. This sealed envelope will be opened ONLY IF any technical difficulty is faced in etendering procedure.

1.5 OPENING OF TENDERS:

On the date, specified in the Tender Schedule, following procedure will be adopted for opening of the Tender.

(A) ENVELOPE NO. 1:- (Documents)

First of all Technical Documents submitted will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the University, a note will be recorded accordingly by the tender opening authority and the said tenderer's Envelope No.2 will not be considered for further action and the same will be recorded. The decision of the tender opening authority in this regard will be final and binding on the contractors.

(A) ENVELOPE NO. 2 : (Financial Bid)

a) This Envelope shall be opened online immediately after opening of Envelope No.1, only if contents of Envelope No.1 are found to be acceptable to the University.

1.6 EARNEST MONEY:

1.6.1 Earnest money of Rs. 1,23,000/- (Rupees One Lakh twenty three thousand only) shall be paid via online using NEFT / RTGS or payment gateway mode. After Tender



opening, the EMD of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given under Beneficiary Account Number.

- 1.6.2 Any bid not accompanied by an Earnest Money Deposit shall be rejected by the Employer as non-responsive.
- 1.6.3 The Earnest Money Deposit of the successful bidder will be discharged when the bidder has signed the Agreement.
- 1.6.4 The Earnest Money Deposit may be forfeited.
 - a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - b) if the Bidder does not accept the correction of the Bid Price or
- c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Agreement

1.7 ISSUE OF FORMS:

Information regarding contract as well as blank tender forms can be downloaded from the e-Tendering website upon providing the details of the payment of cost as detailed in the N.I.T

1.8 TIME LIMIT:

The work is to be completed within time limit as specified in the N.I.T. which shall be reckoned from the date of written order for commencing the work and shall be inclusive of monsoon period.

1.9 TENDER RATE:

No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulation will be permitted. Rates quoted for the tender shall be taken as applicable for all leads and lifts.

1.10 TENDER UNITS:

The tenderers should particularly note the units mentioned in the technical specification on which the rates are based. No change in the units shall be allowed. In the case of difference between the rates written in figures and in words, the correct rate will be the one, which is lower of the two.

1.11 CORRECTION:

No corrections shall be made in the tender documents. Any corrections that are to be made, shall be made by crossing the incorrect portion and writing the correct portions above with the initials of tenderer.

1.12 TENDER ACCEPTANCE:

Acceptance of tender will rest with the **Registrar, University of Mumbai** who reserves the right to reject any or all tenders without assigning any reason therefore. The tenderer whose tender is accepted will have to enter in to a agreement within 10 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the Government and the offer of the tenderer shall be considered as withdrawn by him.

1.13 POWER OF ATTORNEY:



If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender as per scanned copy uploaded in Envelope No.1.

- **1.14** The tenderer may, in the forwarding letter, mention any points be may wish to make clear but the right is reserved to reject the same or the whole of the tenders if the same become conditional tender thereby.
- **1.15** The contractor/Vendor or the firms tendering for the work shall inform the University if they appoint their authorized Agent on the work.
- **1.16** No foreign exchange will be released by the University for the purchase of equipment by the Contractor/Vendor.

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- **1.17** Any dues arising out of contract will be recovered from the contractor/Vendor.
- **1.18** All scanned pages of tender documents, conditions, specifications, correction slips etc. shall be initialed by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.
- **1.19** The Income Tax at prevailing rate including surcharge or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.

1.20 VALIDITY PERIOD:

The offer shall remain open for acceptance for minimum period of 120 days from the Date of opening of Envelope No.2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due.

1.21 CASH LESS

Contractor shall submit a certificate to the effect that "All the payments to the labour / staff are made in the bank account of staff link to Unique Identification Number (AADHAR CARD)".

1.22 STAMP DUTY:

The cost of Stamp Duties and similar charges (if any) imposed by the laws in connection with entry into the Contract Agreement shall be borne by the Contractor.



B. Terms and Conditions for Online Payments:

The Terms and Conditions contained herein shall apply to any person ("User" using the services of the University of Mumbai Maharashtra, hereinafter referred to as "Merchant" for making Tender fee and Earnest Money deposit (EMD) payments through an online Payment Gateway Service ("Service") in association with e-Tendering Service provider and Payment Gateway Service provider through the University of Mumbai Maharashtra website i.e. https://mahatenders.gov.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 wilfully 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 specify 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:

- 1. 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
- **2.** If any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- **3.** To protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or:



4. To investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

General Terms and Conditions for E-Payment

- **1.** Once a User has accepted these Terms and Conditions, he/ she may register on Merchants 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 the 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.

THE STREET

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

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same conditions as other business documents and record 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 Chargeback 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/ chargeback 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 "Chargeback" 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 rank 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:

- **a.** 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 email or any other mode of contact as provided by Merchant to confirm payment.
- **b.** 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. Non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors and its third party agents involved in processing, delivering or managing the Services. be liable for any direct, 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:
 - **a.** 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
 - **b.** Any interruption or errors in the operation of the Payment Gateway.
 - c. 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 remand or actions arising out of or in connection with the utilization of the Services
- 4. 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 complete these Terms and Conditions where such failure is due to circumstances beyond Merchant's reasonable control.

