

E-Tender Notice No.: e - Tender Notice No .REG/ICD/2016-17/ 40 dated:18.04.2016

University of Mumbai invites Online-Tender/request for proposal (RFP) of Turn-Key basis for Digitizing 'Digital Live Cinemas (DLC) as per specifications.

Sr. No.	Tender Form Fees Rs.	EMD in Rs.	Validity of e-Tender	Pre bid Meeting	Technical Bid Opening date & time
1.			120days	Date: 25/04/2016 at11.30Hrs.	Date: 05/05/2016 at 11.00to14.30Hrs.
	Rs. 5000/- (Rs. Five Thousand only)	Rs. 10,00,000/- (Rs. Ten Lakh only)		Venue: Registrar, M.G. Road, Fort, Mumbai–400032. Tel.No.:91-22-2270 23 Fax No. : 91-22-2267 03	

Schedule for Tenderers :

Tender Download Period: 19/04/2016,10.00Hrs.To 02/05/2016,13.00Hrs. Online Bid Preparation & Submission Period:19/04/2016,10.00Hrs.To 02/05/2016,15.00Hrs. Online Bid Decryption & Re-encryption Period:02/05/2016,17.30Hrs.to 04/05/2016,17.30Hrs

Note:

- 1. All the Eligible Tenderers needs to be registered on <u>https://maharashtra.etenders.in</u> to get <u>user id</u> and password and to download the documents for online Bid Preparation and Online bid Decryption and Reencryption on <u>https://dhe.maharashtra.etenders.in</u>
- 2. All the tenderers are necessary to purchase Digital Certificate of Class II or Class III to do e-Tendering. Digital Certificate forms are available on https://maharashtra.etenders.in
- 3. Fore-Tendering Helpline : Call On 020-30187500 or email Id :support.gom@nextenders.com
- 4. University of Mumbai reserves every rights to cancel the tender in whole or in part.

Sd/-Registrar



Name of Work: Online eTender/Request For Proposal (RFP) of Turn-Key basis for Digitizing 'Digital Live Cinemas (DLC) as per specifications eTender Notice No.**REG/ICD/2016-17/40 dated:18.04.2016**

INVITATIONOFTEND ERS

- 1. UNIVERSITY OF MUMBAI, INVITES ONLINE TENDERS FOR of Online eTender/Request For Proposal (RFP) of Turn-Key basis for Digitizing 'Digital Live Cinemas (DLC) as per specifications. Detailed terms and conditions and schedule of the goods/materials are provided in the tender documents.
- 2. Interested Tenderers may down load further information and inspect the Tender Documents from https://dhe.maharashtra.etenders.in If any contactor have any query regarding e-Tender, he/she can contact or emailon020-30187500 support.gom@nextenders.com
- 3. A complete set of Tender Documents may be purchased @ cost of Rs.5000/-which is not refundable by the authorized representative online on https://dhe.maharashtra.etenders.in by using Debit Card/Credit Card/ NetBanking. The tender document will be available from date 19/04/2016,10.00 Hrs .To 02/05/2016,13.00 Hrs. at the above address.
- 4. All Tenders must be accompanied by an Earnest Money Deposit (EMD)for an amount of Rs.10,00,000/-should be paid online only by using Debit Card/CreditCard/ NetBanking /RTGS/NEFT. In case of any exemption, Exemption Certificate should be uploaded online in the Technical Envelope-I. Tender accompanied by Cheques/Cash/DD/Pay Order or without EMD will not be considered and will be rejected out rightly.
- 5. UNIVERSITY OF MUMBAI, will not be responsible for any costs or expenses in curred by Tenderers in connection with the preparation for delivery of Tenders , including costs and expenses related to visits to the site of University of Mumbai .
- 6. The tender will be in two Envelope, Envelope-I will contain technical bid, Envelope-II will contain price bid.
- 7. Last date for submission of Technical & Price Bid is 02/05/2016,15.00Hrs.
- 8. Bid of Technical Envelope-I will open on 05/05/2016, 11.00Hrs to 14.30 hrs
- 9. All the contractors have to purchase Class II or Class III Digital Certificate and Digital Certificate should be having two pair 1.SignVerification 2.Encryption/Decryption
- 10. All the contractor have to Submit/Upload the documents in.pdf/jpg format.
- 11. All the contractors have to complete etender download, Online Bid Preparation and hash submission and online Bid Data Decryption and Re-encryption otherwise i.e. Control Of Transfer otherwise contractor will not get qualified for technical bid and commercial bid opening.



Schedule of E-Tender

Seq. No.	University Stage	Vendor Stage	Start Date & Time	Expiry Date & Time	Envelopes	
1	Release of tender	-	18/04/2016 at 10.00Hrs.	18/04/2016 at 17.30Hrs	Envelope-2 Envelope-1,	
2	_	Download of bidding document	19/04/2016 at 10.00Hrs.	02/05/2016 at13.00Hrs		
		Pre-bid Meeting Date and Time	Venue: Registra M.G. R Mumba Tel.No.	25/04/2016 at 11.30 Hrs. Venue: Registrar, M.G. Road, Fort, Mumbai–400032. Tel.No.:91- 22-2270 234 Fax No. : 91- 22-2267 0325		
3	-	Online bid preparation and hash submission	19/04/2016 at 10.00 Hrs.	02/05/2016 at 15.00Hrs	Envelope-2 Envelope-1,	
4	Close for Technical Bid		02/05/2016 at 15.01Hrs.	02/05/2016 at 17.30Hrs	Envelope-1,	
5	Close for Financial Bid		02/05/2016 at 15.01Hrs.	02/05/2016 at 17.30Hrs	Envelope-2	
6		Control Of Transfer	02/05/2016 at 17.31Hrs.	04/05/2016 at 17.30Hrs	Envelope-2 Envelope-1,	
7	Opening technical bids		05/05/2016 at 11.00Hrs	05/05/2016 at 14.30Hrs.	Envelope-1,	
8	Opening financial bids		05/05/2016 at 15.00Hrs	08/05/2016 at 17.30Hrs	Envelope-2	



I) <u>Preamble</u>

The University of Mumbai proposes to digitize halls and to provide infrastructure platform in order to equip them in order to showcase movies, educational programs, regional films, documentaries, etc. through the medium of satellite connectivity.

The University of Mumbai is initiating and implementing 'Digital Live Cinemas' herein after referred as DLC. These DLC halls will not only provide movie content but also have the capability of training students in subjects like Science, Mathematics and English etc. from the centrally located studio.

In order to initiate, implement and execute the said DLC halls, the Mumbai University requires a single and unified agency. The requirements are particularly for providing as per section D as mentioned hereunder.

II) Technical and operational requirements:

A) Technical Solution Requirements

- 1) The solution should enable movie screenings at DLC through stored content delivered via 2Way Vsat.
- 2) The solution must offer the facility of giving live as well as stored content.
- 3) The Bidder should have appropriate means for securing, delivering and playing the live and recorded content on the satellite network along with suitable encryption in order to prevent piracy and unauthorized access to the content.
- 4) The initial bidding under the said tender is for a 2D enabled projection system. However, the Bidder should have capability of providing 3D enabled projection system as and when required. The said financial arrangements for the said 3D projection system will be agreed upon separately.
- 5) The Bidder should have the ability to not only to show the movie content but also to manage a Virtual Training Centers/DLC hall remotely located through 2Way VSAT and be able to provide 2 way video conferencing through its centralized location.

B) **Operations, Training Requirements:**

1) The Bidder shall train the operator(s) to handle the digital equipment's. The Bidder should have the requisite infrastructure to provide the backup services by way of equipment and technical manpower as and when required.

III) <u>Responsibilities of University of Mumbai:</u>

- 1) Providing permission to use Infrastructure facilities at each of the DLC.
- 2) Providing electricity at each of the DLCs and internal wiring.
- 3) Nominating co-ordinators at each of the DLCs.
- 4) Deputing operators to operate the equipment at its own cost.
- 5) Validate the work performed by the Bidder based as per the standard procedure and make regular payments.
- 6) Extend necessary policy level support and guidance, approvals, and suggestions as and when required.

IV) Responsibilities of Bidder

- 1) The Bidder shall be required to operate the entire project on turnkey basis
- 2) Turnkey interior design & fit outs for the auditorium(s).
- 3) Acoustics & Sound as per the specifications mentioned in annexure 2
- 4) Supply & installation of the said equipment's & fixtures as mentioned in section D.
- 5) Design and execution for foyers & washrooms if required.



- 6) The Bidder will appoint a person for co-ordinating with University of Mumbai. The person identified must be available at Mumbai all times during normal office hours.
- 7) The Bidder will arrange, install and maintain the necessary licensed application software.
- 8) All expenses pertaining to the manpower required during the process of installation will be borne by the Bidder.
- 9) The Bidder is solely responsible for the managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- 10) Provide technical assistance to the department for effective implementation of the project.
- 11) **Performance Guarantee**: The successful tenderer/bidder has to submit performance guarantee for the period of Five years to the satisfaction of the University of Mumbai. The nature and form of performance guarantee shall be Security Deposit of the prescribed amount/bank guarantee from nationalized/scheduled bank (Minimum net worth Rs. 4000 crore) in favour of "Finance and accounts Officer , University of Mumbai".

V) Invitation to E-tender/request for proposal (RFP):

University of Mumbai hereby invites the E-tender/request for proposal (RFP) from reputed Bidder(s) to digitize a DLC of a maximum of 250 seats as per description and specifications given below:

Sr No	Equipment	Туре	Costing
1	Projector	Panasonic 830 or equivalent projector	
2	Cinema Server	Server specs (as per Annexure 3)	
3	V-SAT	2 Way V-Sat	
4	UPS	ISO Stab 6 KVA for Sound.	
5	UPS	ISO Stab 3 KVA for Projection & Server.	
6	Screen	White Screens of a renowned brand. Dimensions upto maximum screen size of 25ftwidth.	
7	Sound System	as per details attached (as per annexure 2)	
8	Air Condition	Branded Company (as per annexure 1)	



VI) Technical Bid

For the purpose of Expression of interest (EOI) any Bidder that satisfies the requirements is eligible to participate in this tender process and submit their Bids as per the following:

Sr No	Check list of Annexues	Y/N	Pg. No.
1	Letter for acceptance of all Terms & Conditions		
2	The bidder should be Entity which would mean that the company is		
	registered in India under the Companies Act 1956 and operating for		
	the 5 years in similar field as of March 31, 2015. The certificate of		
-	incorporation should be submitted for the same.		
3	Service Tax registration along with latest service tax return		
	certificate valid as on date of tender.		
4	A certificate by self that the company has been in business for last		
	three years.		
5	Income Tax Return and Audited Balance sheet along with Profit		
	and Loss account, for the FY 2012-2013, 2013-2014 & 2014-2015		
6	A copy of VAT/CSAT/Service tax registration certificate.		
7	Affidavit on Rs. 100 stamp paper as per Annexure-1 (attached to		
	the document)		
8	Declaration on Letter Head as per Annexure-2 (attached to the		
	document)		
9	A copy of PAN card		
10	Turn Over certificate (Min. Rs.100 Crore) of Last three years		
	FY 2012-2013, 2013-2014 & 2014-2015		
11	Experience Certificate and copies of work orders		
12	Details of Technical Personnel, i.e. experience, qualification, etc		
13	Client List of similar work		

- i. The Bidder itself directly or either through its group of companies having majority of common directors and / or its affiliates shall have a combined minimum turnover of INR 100 cr. Per annum for the last three financial years.
- ii. The Bidder must have installation of PSU/Government institutions and must have conducted similar technological projects worth Rs. 1.00 Crore in at least one state of India.
- iii. The Bidder must have appropriate technical tie up with VSAT Bidder(s)in order to provide 2Way connectivity in the said state.
- iv. The Bidder, either directly or through its group of companies having majority of common directors and/ or its affiliates, must have executed and managed a satellite based network.
- v. The Bidder must have the capability of efficiently using the multicast2Way communication network in audio-video communications, application sharing, file transfer, conducting interactive programs, etc.
- vi. The Bidder either directly or through its group companies having majority of common directors and /or its affiliates should have prior experience and demonstrated abilities in handling content including but not limited to content acquisition, ingestion of content in various forms, transcoding of content from one form to the other.



- vii. The Bidder should have a minimum of three technical man power in order to maintain the said equipment.
- viii. The Bidder should have appropriate relationship with the producers/distributor of the content and should be able to demonstrate the capability of procuring and delivering the same at the DLC halls.
- ix. The Bidder should have prior knowledge and experience of having worked directly or otherwise through its subsidiary or its parent company, with government/PSU bodies.

The Bidder along with the proposal/tender should also provide the said supporting documents as mentioned below.

- 1) Technology support agreements with the proposed technology partner for delivery of content.
- 2) Technology support agreement with VSAT Bidder
- 3) Complete roll out plan with detailed timelines.

VII) BID Rejection:

Any bid submitted by an entity which fails to satisfy the eligibility requirements set out herein above in the E-Tender/request for Proposal shall be liable to be rejected.

VIII) Bid Evaluation Criteria:

The responsive bids will be evaluated further under the following broad head:

Sr. No.	Particulars	Weightage.
1.	Organization & General Capability	15%
2.	Technical capability (Key personnel)	15%
3.	Approach & methodology and understanding of project	20%
	requirements and compliance with technical requirement	
4.	Technology solution proposed	25%
5.	Relevant Experience	25%
6	Total	100%
7.	Financial BID	100%

For qualifying, a Bidder has to score at least 60% in each category and 80% in total.

IX) Mode of Payment:

Sr. No.	Item	Payment
1.	Advance payment upon signing of the agreement against bank guarantee	20%
	of equal amount from nationalized bank.	
2.	Within 15 days from the issuance of "Delivery Intimation" issued by the	30%
	Bidder for the delivery of the equipment.	
3.	Within 30 days of "Intimation of Completion" of the equipment's	30%
	mentioned specifically under section D issued by the Bidder.	
4.	After receipt of satisfactory completion report from the technical	20%
	committee established by the University of Mumbai for this project.	



X)IMPORTANT LIMITS AND VALUES RELATED TO BID:

Sr. No.	Item	Description
1.	BID Validity Period	<u>120 days</u> from the date of opening of the BID.
2	Implementation period	<u>6 months</u> from the date of signing the contract.
3	Warranty Period	Two Years from the date of "Intimation of Completion" by the Bidder.
4	Period for signing contract	Within 15 days from the date receipt of letter of notification of award.
5.	Address for correspondence of Clarification	Registrar, M.G. Road, Fort, Mumbai–400032. Tel.No.:91-22-2270 2344Fax No.: 91-22-2267 0325

XI) Financial Bid:

Table A:

Sr No	Description	Amount In Rs.
1	Ducted split unit	
2	16 TR (Twin circuit) for Auditorium	
3	Foyer area	
4	Highwall unit (3 star rated)	
5	1.5 TR Workstation area	
6	1 TR Lunch room	
7	0.75 TR Projection rooms	
8	0.75 TR Green room	
9	0.75 TR Manager's cabin	
10	Total Ex Tax:	
11	VAT @ 15%	
Total f	or Equipment	

Table B:

Sr No	Description	Amount In Rs.
1	Machine Installation, Testing & Commissioning	
1	including Lifting & Shifting	
2	Refrigerant Piping per Rmt per circuit	
3	Electrical cabling per Rmt per circuit	
4	Outdoor stand	
5	Ducting	
6	Insulation	
7	Grilles/Diffusers	
8	Canvas connection	
9	Drain Piping	
10	Inline fan for fresh air	



Table C:	(Pronte)		
SR NO	ITEM DESCRIPTION	QTY	Amount In Rs. Per Unit
1	2 WAY SPEAKER SYSTEM	6	
2	ACTIVE CINEMA X OVER	2	-
3	PREMIUM SUBWOOFER- 3 PER AUDITORIUM	6	-
4	PREMIUM SURROUND SPEAKER WITH BRACKET- 12 PER SCREEN	24	_
5	S5 SURROUND SPEAKERS WITH BRACKET.	12	
6	POWER AMPLIFIER- FOR DRIVING SURROUND SPEAKERS IN BOXES	3	
7	4 CHANNEL POWER AMPLIFIER- 4 PER SCREEN	8	
8	CABLES AND CONNECTORS	2	-
9	EQUIPMENT RACK 24U	2	
10	CALLIBRATION CHARGES FOR AUDIO SYSTEM	2	

Table D:

Sr. No	Specification Parameters	Description
1	Digital Image Output	DVI-D with HDCP Encryption
2	UI Monitor output	DVI + VGA connector
3	Audio Output	Six channel / two channel unbalanced audio, 5.1 Dolby digital out via SPDIF
4	Image compression	MPEG - 4/ H.264
5	Image resolution	1920x1080i, 1980x1080p, 1280x720p
6	Frame rates	25/30/50, 24/25/30, 25/29.97/30/50/59.97/60
7	Audio Compression	MPEG - 2 AAC-LC/AC3
8	Audio Sampling	48 khz, 16 and 24 bit
9	File formats	Proprietary
10	Subtitling	Multilingual proprietary format
11	I/O Ports	Gigabit ethernet port RJ-45x2, RS-232 serial port 9 pin, D-subx 1, USB ports x 2 front panel, USB ports x 2 back panel, PS/2 mouse / keyboard ports, DVI-D (video), Centronics (for audio)
12	Storage	1 TB RAID 1
13	Security	192 bit AES frame by frame encryption, licenses, 1024 bits encryption, storage on DRM device, HDCP projection on DVI-D link, auto content distruction
14	Projectionist Interface	UI based / IOS based
15	Management Interface	UI based, show control, content library, content ingest, system health/management, satellite download status
16	Input power supply	100-240 v, 50-604z, 400 wats
17	Operating Temperature	10 to 40 DeGC
18	Operating Humidity	20% to 50% non condensing
19	Picture Watermarking	UFO Proprietary fingerprint
20	Content Transfer	Satellite- based delivery, Physical Content Delivery using USB HDD
21	Return Channel	VPN-secure return channel using IP Network
22	Size	4RU chassis(59 cm x 45 cm x 18 cm) mouse and keyboard additional
23	Display	Integrated 8.4 inch LCD



Annexure 1

(Executive Magistrate/Notary Public.)

AFFIDAVIT

I, _									(Nar	ne	of
Contractor/Authorized person),			Aged	а	bout			years,	resid	ding	
at											
								_ (Posta	al Ado	dress)	do
hereby	swear	this	affidavit	that,	Ι	am	the	proprie	etor/Par	tner	of
				(Nam	e	of	company	/firm)	Regist	ered	at

I do hereby swear that, the documents submitted in envelope No. 1 of the tender document for the work of ______are true, correct and complete. I am not blacklisted in any organization. In case the contents of envelope No.1and other document pertaining to the tender submitted by me are found to be incorrect or false, I shall be liable for action under the relevant provision of Indian Penal Code and other relevant laws.

Signature of Authorised person

Applicant	Contractor
Name	
Address	

Place :-____ Date :-

E-mail _____ Mobile No.



Annexure 2

DECLARATIONOFTHECONTRACTOR

I/We hereby declare that I/we have made myself / ourselves thoroughly conversant with the local conditions regarding all materials and labour 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.

Signature of Contractor



Guidelines to Contractors on the operations of Electronic Tendering System of UNIVERSITY OF MUMBAI

https://dhe.maharashtra.etenders.in

A. Pre-requisites to participate in the Tenders processed by UNIVERSITY OF MUMBAI :

1. Registration of Contractors on Electronic Tendering System on Sub – Portal of UNIVERSITY OF MUMBAI:

The Contractors **Non Registered** in **UNIVERSITY OF MUMBAI** and interested in participating in the e-Tendering process of **UNIVERSITY OF MUMBAI** shall be required to enroll on the Electronic Tendering System. To enroll contractor has to generate User ID and password on the <u>https://maharashtra.etenders.in</u>

Once the ID is generated the Contractor can login into the e-Tendering portal of Government of Maharashtra. The process of Enrolment is explained in Step

i) – Registration of New Contractors.: Registration Link : <u>https://maharashtra.etenders.in/tnduploads/mah/pressnotices/RegistrationofContractorsO</u> nline.pdf

The Contractors may obtain the necessary information on the process of enrolment either from **Helpdesk Support Team: 020-30187500** or may visit the information published under the link *Enroll* under the section <u>*E-Tendering Toolkit for Bidders*</u> on the Main Portal of the Electronic Tendering System for **UNIVERSITYOF MUMBAI** i.e. <u>https://maharashtra.etenders.in</u>

2. Obtaining a Digital Certificate: <u>https://maharashtra.etenders.in/mah/DigitalCerti.asp</u>

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. **This Digital Certificate should be having Two Pair** (**1. Sign Verification 2. Encryption/Decryption**)

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 Encryption Digital

Certificate which is used to encrypt the data / information and Signing Digital Certificate to 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, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.



In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per *Indian Information Technology Act, 2000*.

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

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

For information on the process of application for obtaining Digital Certificate, the Contractors may visit the section *Digital Certificate* on the Home Page of the Electronic Tendering System. The Contractor should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

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. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

Operating System Requirement: Windows XP – Service Pack 3 Windows 7 – Professional, Enterprise and ultimate Edition Windows Vista – Business, Enterprise and ultimate Edition

Browser Requirement (Compulsory) : Internet Explorer Version.7 And Above

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 steps to install these Components are provided in section Step 1 – Instructions for New User.

Mandatory Components Are :

1> Number To Word Conversion Utility 2><u>NxtCryptoSetupEtoken Utility(SHA2)</u>

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.

Mandatory Internet Setting:

https://maharashtra.etenders.in/tnduploads/mah/pressnotices/User%20Guide.pdf

5. Online Payment for Service Provider Fees:

In addition to the Tender Document Fees, Registration Fees and EMD payable to UNIVERSITY OF MUMBAI, the Contractors will have to pay Service Providers Fees of Rs. 1,058/- 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 <u>*E-Tendering Toolkit for Bidders*</u> on the Home Page of the Electronic Tendering System i.e. https://maharashtra.etenders.in

Steps to be followed by Contractors to participate in the e-Tenders processed by UNIVERSITY OF MUMBAI.

1. <u>Preparation of online Briefcase</u>

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 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** or **.jpg** 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 **UNIVERSITY OF MUMBAI** 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 UNIVERSITY OF MUMBAI on the home page of UNIVERSITY OF MUMBAI e-Tendering Portal on <u>https://dhe.maharashtra.etenders.in</u> under the section Recent Online Tender.

3. Online Tender Fees To 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. i.e. All the eligible contractors can make payment of Tender through online by using their Debit Card, Credit Card or Net Banking.

4. Online EMD payment and 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. i.e.

In this stage all the contractor will have to pay EMD online by using their Debit Card , Credit Card or Net Banking Or they can use NEFT/RTGS Options also

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 realized 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 non participation in the aforesaid eTender.

Note :

* Relaisation of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT.RTGS payment activity should be completed well before time.

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

* Help file regarding use of 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 **UNIVERSITY OF MUMBAI**. 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 case 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 documents or a compressed file containing multiple documents against each unloadable 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 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. <u>Close for Bidding (Generation of Super Hash Values) :</u>

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 **UNIVERSITY OF MUMBAI** 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 UNIVERSITY OF MUMBAI has lapsed, the Contractors have to make the online payment of Rs. 1,058/- (882 + Payment Gateway Charges + Service Tax) towards the fees of the Service Provider. After making online payment towards fees of Services provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the public key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

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

At this time the 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. Short listing 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 short listed 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 **UNIVERSITY OF MUMBAI** e-Tendering Portal immediately after the completion of opening process.

9. <u>Tender Schedule (Key Dates) :</u>

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 **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") offered by ICICI Bank Ltd. in association with eTendering Service provider and Payment Gateway Service provider through **UNIVERSITY OF MUMBAI** Maharashtra website i.e. <u>https://dhe.maharashtra.etenders.in</u> 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 specification and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from the User. Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

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

- 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 remand 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 complete these Terms and Conditions where such failure is due to circumstances beyond Merchant's reasonable control.