

UNIVERSITY OF MUMBAI



Notice For Tender

E-Tender Notice No.: REG/ICD/2016-17/ 440 dated: 13.07.2016

E-Tender/Request for proposal (RFP) for **Selection of agencies for Brand & Design Consulting for a Brand Rejuvenation exercise for the University of Mumbai in financial year 2016 – 17.**

University of Mumbai, invites proposals from **reputed and experienced agencies for Brand & Design Consulting for a Brand Rejuvenation exercise for the University of Mumbai in financial year 2016 – 17** to participate in the competitive bidding process.

For the detailed Tender document, interested bidders should visit <https://dhe.maharashtra.etenders.in> or www.mu.ac.in

Tender submission would be online and the deadline to submit the proposals is 28.07.2016 at 13.00 Hrs.

Sd/-
Registrar
University of Mumbai

UNIVERSITY OF MUMBAI



E-Tender Notice No.: REG/ICD/2016-17/440 dated: 13.07.2016

University of Mumbai invites Online-Tender/Request for proposal (RFP) for **Selection of agencies for Brand & Design Consulting for a Brand Rejuvenation exercise for the University of Mumbai in financial year 2016 – 17.**

Sr. No.	Tender Form Fees Rs.	EMD in Rs.	Validity of e-Tender	Pre bid Meeting	Technical & Financial Bid Opening date & time
1.	Rs. 10,000/- (Rs. Ten Thousand only)	Rs. 1,00,000/- (Rs. One Lakh only)	120days	Date: 21/07/2016 Venue: Registrar, M.G. Road, Fort, Mumbai-400032. Tel.No.:91-22-2270 2344	Date: 30/07/2016 at 11.00 to14.30Hrs.

Schedule for Tenderers :

Tender Download Period: 14/07/2016, 10.00Hrs.To 28/07/2016, 13.00Hrs.

Online Bid Preparation & Submission Period:14/07/2016, 10.00Hrs.To 28/07/2016, 15.00Hrs.

Online Bid Decryption & Re-encryption Period:28/07/2016, 17.31Hrs.to 29/07/2016, 17.30Hrs

Note:

1. All the Eligible Tenderers needs to be registered on <https://maharashtra.etenders.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://dhe.maharashtra.etenders.in>
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

UNIVERSITY OF MUMBAI



Name of Work: Online e-Tender/Request For Proposal (RFP) of **Selection of agencies for Brand & Design Consulting for a Brand Rejuvenation exercise for the University of Mumbai in financial year 2016 - 17**

E-Tender Notice No.**REG/ICD/2016-17/440 dated:13.07.2016**

INVITATION OF TENDERS

1. UNIVERSITY OF MUMBAI, INVITES ONLINE TENDERS FOR of Online e-Tender/Request For Proposal (RFP) for Selection of agencies for Brand & Design Consulting for a Brand Rejuvenation exercise for the University of Mumbai in financial year 2016 - 17 as per Terms & Conditions. Detailed terms and conditions and schedule of the services 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 tenderer have any query regarding e-Tender, he/she can contact or email on 020-30187500 support.gom@nextenders.com
3. A complete set of Tender Documents may be purchased @ cost of Rs.10,000/- (Rupees Ten Thousand Only) which is not refundable by the authorized representative online on <https://dhe.maharashtra.etenders.in> by using Debit Card/Credit Card/ Net Banking. The tender document will be available from date 14/07/2016,10.00 Hrs .To 28/07/2016,13.00 Hrs. at the above address.
4. All Tenders must be accompanied by an Earnest Money Deposit (EMD)for an amount of Rs.1,00,000/- (Rupees One Lakh Only) 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 Cheques/Cash/DD/Pay Order or without EMD will not be considered and will be rejected outrightly.
5. 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 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 28/07/2016, 15.00Hrs.
8. Bid of Technical Envelope-I will open on 30/07/2016, 11.00Hrs to 14.30 hrs
9. All the tenderer 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 tenderer have to Submit/Upload the documents in.pdf/jpg format.
11. All the tenderer have to complete e tender 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.

UNIVERSITY OF MUMBAI



Schedule of E-Tender

Seq. No.	University Stage	Vendor Stage	Start Date & Time	Expiry Date & Time	Envelopes
1	-	Download of bidding document	14/07/2016 at 10.00Hrs.	28/07/2016 at 13.00Hrs	
		Pre-bid Meeting Date and Time	21/07/2016 at 11.30 Hrs. Venue: Registrar, M.G. Road, Fort, Mumbai-400032. Tel.No.:91-22-2270 2344 Fax No. : 91-22-2267 0325		
2	-	Online bid preparation and hash submission	14/07/2016 at 10.00 Hrs.	28/07/2016 at 15.00Hrs	Envelope-2 Envelope-1,
3	Close for Technical & Financial Bid		28/07/2016 at 15.01Hrs.	28/07/2016 at 17.30Hrs	Envelope-1, Envelope-2
4		Control Of Transfer	28/07/2016 at 17.31Hrs.	29/07/2016 at 17.30Hrs	Envelope-2 Envelope-1,
5	Opening Technical & Financial Bid		30/07/2016 at 11.00Hrs	30/07/2016 at 14.30Hrs.	Envelope-1, Envelope-2

UNIVERSITY OF MUMBAI



D) Preamble

The University of Mumbai has been in existence for over a decade now and has a long & glorious history. It has evolved with changing social & economic trends India has witnessed and with this evolution now offers educational services through over 749 colleges, 60 University Departments and 55 Post Graduate Departments.

The University has seen a growth of more than 100% in the number of students enrolled in the last 5 years. Furthermore, in keeping with changing times the University has executed multiple initiatives like introducing specialized courses and outreach activities for students. As these changes reflect an evolution in the university's outlook on education it now becomes necessary for these changes to be communicated to all stakeholders in order for the University to be viewed as 'contemporary'.

With this in mind the University of Mumbai invites brand & design consulting firms to share their bids for a 'Brand Rejuvenation Exercise for the University of Mumbai'. The current exercise is intended to align all the university's activities behind a common purpose & streamline communications to all its stakeholders.

Firms should have minimum of fifteen years' experience in their respective domains with a minimum turnover of Rs 5.00 crores per year during the last three consecutive years. Interested & qualified firms should submit RFP Online by giving detailed credentials, proposals along with financial solvency certificate on or before 13.00 hrs. of 28th July, 2016.

The Registrar, University of Mumbai reserves the right to accept or reject any or all proposals either in part or in full without assigning any reasons whatsoever.

Glossary of Terms

The definitions of various terms that have been used in this RFP are as follows:

1. **“Request for Proposal (RFP)/ Tender”** means this RFP or issued during the course of the selection of bidder, seeking a set of solution(s), services(s), materials and/or any combination of them.
2. **“Project”** means Brand Identity Creation, Visual Identity Creation, Logo Creation and Collateral Development for the brand of 'University of Mumbai'.
3. **“Contract / Agreement / Contract Agreement”** means the Agreement to be signed between the successful bidder and Buyer including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
4. **“Bidder”** means the parties who will be offering the solution(s), service(s) and /or materials as required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with parties bidding against this RFP, and when used after award of the Contract shall mean the successful party with whom the department signs the agreement for rendering of services for implementation of this project.

UNIVERSITY OF MUMBAI



5. **“Business day”** shall be construed as a reference to a day (other than Saturday, Sunday and other gazetted holidays) on which the department is generally open for business;
6. **“Business hours”** refers to the prime utilization period, which shall be starting from 10:00 hrs till 18:00 hrs on all working days or as defined by the department from time to time.
7. **“Proposal / Bid”** means the Technical and Commercial bids submitted for this project against this RFP.
8. **“Requirements”** shall mean and include all the documents prepared by the department for the Project, scope, Service Level Agreement, schedules, details, description, List of Deliverables, list of identity applications as applicable and specified in the RFP.
9. The **“SP / SI / Successful Bidder”** means the Services Provider whose bid has been accepted by the Buyer and with whom the order has been placed as per requirements and terms and conditions specified in this tender/contract and shall be deemed to include the SP's successors, representatives (approved by the Buyer), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
10. **“Brand & Design Consultancy”** means the provider of any service which helps in brand development, strategy development & design development for the University of Mumbai under the scope of this Tender / Contract.
11. **“Acceptance of LoI”** means the date on which Service Provider accepts the letter of intent given by the Buyer.
12. **“COP”** stands for Completion of Project and means the successful creation of the work specified in the RFP
13. **“Identity Implementation”** will mean: The successful handholding of the launch for the rejuvenated University of Mumbai brand.

UNIVERSITY OF MUMBAI



1. Project details

The University of Mumbai intends to go in for a brand rejuvenation exercise to contemporarize its brand identity.

The University of Mumbai brand’s custodians are currently the PR department, the office of the Vice Chancellor and various student bodies. –To reflect a more evolved & contemporary outlook on education, University of Mumbai intends to redesign its brand & visual identity and create a new look and feel across stakeholder touch points such as the Office Stationery, Architectural Branding, Digital Presence etc.

High level objectives for undertaking this exercise as follows:

- Undertake a Brand Identity Refresh and positioning exercise which captures the essence of the ‘University of Mumbai ’ brand & aligns all its educational services and activities behind a common purpose
- Create a unique & distinct visual identity which engages with all internal stakeholders & external stakeholders & harmonizes all communications behind a single brand philosophy

This RFP has been released to invite proposals from reputed companies for evaluation and selection of brand design consultants who can envision, strategize, create and help implement these initiatives. The broad duration of the assignment is given in details about the services provided and the deliverables to be handed over.

Key Areas for consideration are mentioned below (details of any other considerations and sub-features within the below the Core considerations and features to be discussed during Requirements detailing in the initial phase of the project):-

Brand Identity Creation

- Brand Identity
- Brand Positioning
- Brand Portfolio Strategy
- Vision, Mission, Purpose & Philosophy

Visual Identity Creation

- Visual Identity System including Logo(repositioning), Color Palette, Typography etc.
- Visual Identity applications for stakeholder touch points (E.g.: visiting card, PPT template, Website Landing Page Template, Brochure etc.)
The visual identity will include online presence, including website, landing pages, creating a distinctive identity on the Social media including Facebook, Instagram, Twitter, etc.
- Brand Identity Guidelines

UNIVERSITY OF MUMBAI



Scope of work

The Scope of work has been identified into two parts, Part A & Part B.

The Part A Consists of the following requirements;

- Category POV
- Brand Identity
- Positioning Strategy

The bidder would provide a refined and evolved brand identity & positioning for the University of Mumbai

The Part B will be executed on the basis of the brand identity & positioning created in Part A.

The Part B consists of the following requirements;

1. Visual Identity System
2. Visual Identity Applications for Communication at Stakeholder touch points; examples of an application could be Office Stationery, Architectural Branding, Digital Presence etc.
3. Brand Guidelines Document
4. Master Artworks for Visual identity elements & applications

Eligibility Criteria

The bidder shall fulfill all of the following eligibility criteria independently on date of submission of bid:

Table: Eligibility Criteria

S. No.	Eligibility Criteria	Document Proof
1	The Bidder must be a registered company under the Indian Companies Act,1956 or The Partnership Act,1932, Limited Liability Partnership / Sole Proprietorship existing since past 15 years as on 31.03.2016 & have their registered office in India	<ul style="list-style-type: none">• Company Registration Certificate• VAT/ Sales Tax Registration Certificate• Service Tax Registration Certificate• PAN Number• Any other document to justify the requirement
2	The Bidder should deposit Earnest money of Rs.1.00 Lakh. The bid received without the same will be summarily rejected.	<ul style="list-style-type: none">• Online Payment.

UNIVERSITY OF MUMBAI



S. No.	Eligibility Criteria	Document Proof
3	The Bidder shall have an average annual turnover of Rs. 5Crore in the last 3 years(2013-14,2014-15, and 2015-16) & be a profit making company & have a positive net worth in each of these three years	<ul style="list-style-type: none"> • Audited Financial Statement for Financial years2013-14,2014-15,and 2015-16 • Statutory auditor's certificate OR certificate from Company Secretary of the bidder clearly specifying the annual turnover for the specified years
4	The Bidder should have successfully completed a minimum of five brand & design creation assignments of similar scale for conglomerates & at least one educational institute within the last three years as brand & design consultancy.	<ul style="list-style-type: none"> • Authentication Letters from clients if required • Final Deliverables of projects done already in public domain
5	The bidder shall submit list of partners who will be working on this assignment	<ul style="list-style-type: none"> • Authorization certificate from partners
6	A project team comprising of Design Director, Principal Designer, Team Leader, Graphic Designer & Strategy Manager	<ul style="list-style-type: none"> • Profiles of Team Members with details of experience
7	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices with any Government departments/ agencies/ ministries or PSU's and should not be blacklisted as on 31st March 2015.	Affidavit of Rs. 100 stamp paper stating the same (As per Annexure- 'A')
8	Declaration on company letter head.	As per Annexure – ' B'

Technical Evaluation

The proposals from bidders will be evaluated based on evaluation parameters mentioned below.

1. The technical evaluation marks should be given 80% weightage and commercial evaluation marks should be given 20% weightage to arrive at a composite score.
2. The bidder with the higher composite score shall be awarded the contract.
3. However, University of Mumbai reserves the right to confirm the bidder with the highest composite score as successful bidder subject to negotiations and approval of competent authority.

UNIVERSITY OF MUMBAI



Table: Technical Evaluation Criteria

Sl. No.	Criteria / Sub Criteria	Basis of Valuation	Maximum Marks	Supporting Documents
1	Average Annual turnover for the period 2013-2014, 2014-15, 2015-2016	<p>≥ 5 Cr. and < 6 Cr. = 5 Marks</p> <p>≥ 6 Cr. upwards = 10 Marks</p>	10	Audited financial statements / Auditor's certificate to be submitted
2	Commercial Bid	<p>Lowest = 10 Marks</p> <p>Number 2 Bid = 7.5 Marks</p> <p>Number 3 Bid = 5 Marks</p>	10	----
3	Organizational Tenure – No. of years of operation	<p>≥ 15 years and < 18 years = 5 Marks</p> <p>≥ 18 years = 10 Marks</p>	10	Proof of existence in the form of letters of incorporation of private limited, memorandum of association, partnership deed etc.
4	Number of qualified Designers on the payroll of Bidder as on 1 st March 2016	<p>≥ 15 and < 25 = 5 Marks</p> <p>≥ 25 = 10 Marks</p>	10	List of employees with their self-attested professional education qualification stating year of completion, description of course and name of the institution on Bidder's Letter Head with seal and signature of Authorized Signatory

UNIVERSITY OF MUMBAI



5	The Bidder should have successfully completed a minimum of five brand & design creation assignments of similar scale for conglomerates & at least one educational institute within the last three years as brand & design consultancy	<p>≥ 5 projects and <8 projects = 7Marks</p> <p>≥ 8 = 10Marks</p>	20	Client testimonial letter on Client's letterhead with a person/s who led the project from client's end (or similar designation in case the person is no more with that organization) as referred
6	Composite Team structure with a project team comprising of Design Director, Principal Designer, Team Leader, Graphic Designer & Strategy Manager	<p>≥ 25 to 40 years of combined team experience = 5Marks</p> <p>≥ 40 to 55 years of combined team experience = 8Marks</p> <p>≥ 55years of combined team experience = 10Marks</p>	10	Bios & List of Team Members of Project Team with individual no. of years of experience.
		Relevant Educational Qualification of the Project team	10	
4	Demonstration / presentation of approach, solution, process & understanding of the assignment	Overall strategic approach to creating the new university brand & understanding of key issues	5	Detailed presentation on process & approach towards the specific project and relevant case study demonstrating a similar process carried out successfully.
		Design Approach to creating new university brand & connect with strategic roadmap	5	
		Implementation plan & process with timelines & deliverables	5	
		Capability to handhold project beyond project delivery to ensure ease of execution	5	
Grand Total			100	



Envelope No.1: Technical Bid

Please provide the following details along with documentary proof of the supporting documents as asked in eligibility criteria, without which the tender will not be considered. In case sufficient space is not available, use separate sheets.

SCHEDULE:

Last Date of Receipt of Tender: **28th July, 2016, 13:00 Hrs.**

Date & Time of Opening of Tender: **30th July, 2016, 11.00 Hrs.**

1. Company Name &Address:
2. Company profile:
3. Service Tax Regn. No. :
(Please Attached Service Tax Registration Certificate with Technical Bid)
4. Service Tax Paid in the year **2013-2014, 2014-15 and 2015-16:**
copies of challan be attached alongwith Technical Bid.
5. Income Tax PAN No. :
(Copy of PAN Card Attached)
6. Total Income Tax paid in the year **2013-2014, 2014-15 and 2015-16:**
(copies of challans OR IT Clearance Certificates be attached alongwith Technical Bid).
7. Company Status (Prop. /Pvt./Ltd.) :
8. Name of organizations and value of Company.
9. Compliance of essential eligibility conditions including Mandatory requirements and certificate in respect of Annual turnover in the year **2013-14, 2014-15 & 2015-2016:**
(copies of Profit and Loss Account and Balance sheet be attached alongwith Technical Bid).
10. Solvency Certificate from Chartered Accountant.
11. Registration of VAT/CST details in State/Central Govt.:
Work executed with University of Mumbai, give details, if any:
(copies of Registration of VAT/CST be attached alongwith Technical Bid).
12. List of 5 clients along with their contact names, telephone numbers and address
(tender will not be considered without this information):
13. Are you authorized service provider of any reputed Company:
(If yes, please give details and enclosed copy of authorization)
14. Address of company head office
15. Have you attached the brief write up on approach and strategy: Yes/No
(If yes, please enclose a copy of write up)

UNIVERSITY OF MUMBAI



16. Has the firm ever been black listed by any Government/undertaking organization:

Yes/No (If No, enclose the undertaking as per Annexure 'A')

17. Any other Information

Certified that the above information is correct and the firm is willing to accept all the terms and conditions of the tender document.

SINGNATURE

(with Name of Company & address, Phone No. e-mail.ID and SEAL)

Envelope No.2:

(Financial/Price Bid)

Financial Bid

Having examined the conditions of the tender and specifications, including all the annexure, the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide creative consultant services in conformity with the said conditions of tender.

Note:

1. Tenderes are advised to read carefully the Terms and conditions of providing services and “the Instructions to the Tenderers before recording the rates in this schedule.
2. No. erasures or over writing shall be allowed, unless they are authenticated under the full signature and the seal of the tenderer.
3. The rates shall be exclusive of taxes, all applicable taxes such as service tax, cess etc. shall be over and above the proposal value

Signature _____

Duly authorized to sign the tender for and on behalf of the organization in capacity of
(Name & Designation with seal & Date)

UNIVERSITY OF MUMBAI



Annexure 'A'

(Executive Magistrate/Notary Public.)

AFFIDAVIT

I, _____ (Name of Contractor/Authorized person), Aged about _____ years, residing at _____ (Postal Address) do hereby swear this affidavit that, I am the proprietor/Partner of _____ (Name of company/firm) Registered 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.1 and 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. _____

UNIVERSITY OF MUMBAI



Annexure 'B'

DECLARATION OF THE CONTRACTOR

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 labourers engaged on the work as per minimum wages Act 1948 applicable to the Zone concerned.

Signature of Contractor

UNIVERSITY OF MUMBAI



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 <https://maharashtra.etenders.in>

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 :

<https://maharashtra.etenders.in/tnduploads/mah/pressnotices/RegistrationofContractorsOnline.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 ***E-Tendering Toolkit for Bidders*** on the Main Portal of of the Electronic Tendering System for UNIVERSITY OF MUMBAI i.e. <https://maharashtra.etenders.in>

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

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

UNIVERSITY OF MUMBAI



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> NxtCryptoSetupEtoken Utility(SHA2)

The Utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the ***eTendering 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>

UNIVERSITY OF MUMBAI



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 ***ePayment Options*** under the section ***E-Tendering Toolkit for Bidders*** 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. **Preparation of online Briefcase**

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and 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 <https://dhe.maharashtra.etenders.in> 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 e-Payment Gateway can be downloaded from e-Tendering 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 unloadable 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.

UNIVERSITY OF MUMBAI



In case Unloadable 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. Close for Bidding (Generation of Super Hash Values) :

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

The Tender Authority from **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.

UNIVERSITY OF MUMBAI



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

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column "Contractor Stage" as indicated in the Time Schedule in the Detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

C) **Terms and Conditions for Online Payments :**

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



Privacy Policy

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you 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.

UNIVERSITY OF MUMBAI



3. If any Part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals. Whether electronic, oral or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund For Charge Back Transaction:** In the event there is any claim for / of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his / her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate.

No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "Charge Back" shall mean approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent / duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card / Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

UNIVERSITY OF MUMBAI



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.

UNIVERSITY OF MUMBAI



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.