



**Dr. PANJABRAO DESHMUKH KRISHI  
VIDYAPEETH AKOLA  
2021-22**

**Development of Software for Lower  
Agricultural Education Management Solution.**

**Tender Start Date & Time : 25/11/2021 at 11.00 Hrs**

**Tender Submission Date & Time : 10/12/2021 upto 17.00 Hrs**

**Faculty of Lower Agricultural Education  
Dr. PANJABRAO DESHMUKH KRISHI VIDYAPEETH  
Krishi Nagar, Akola - 444 104**



## TENDER FORM

To,  
Dean,  
Faculty of Lower Agricultural Education,  
Dr. PDKV, Akola,

Dear Sir,

1. In response to the tender notice published in the daily newspaper  
(Name)\_\_\_\_\_dated \_\_\_\_\_, I/ We submit herewith the tender form for  
Development of Lower Agricultural Education Management Solution.
2. I/We have thoroughly examined and understood the General and specified terms and conditions of the  
tender and I/We agree to abide by them in toto and in testimony I had signed the declaration and  
undertaking.
3. I/We agreed to Develop the software for Lower Agricultural Education Management Solution and  
accordingly have quoted the rates etc. as given in Appendix-II.
4. I/We shall be bound by communication of acceptance of the offer, dispatched within prescribed time.
5. I/We accept that the right to accept or reject whole or part of the tender without assigning any reason is  
reserved with The Dean, LAE, Dr. PDKV, Akola. The decision of the Committee constituted for this  
purpose will be final and shall be binding on me/us.
6. **EMD should be paid online to the account of The Dean, Faculty of Lower Agricultural Education,  
SBI, Dr. PDKV branch, Akola, Account No. 10428433117 IFSC Code SBIN0002171.**
7. I/We agree to Develop the software for Lower Agricultural Education Management Solution as per the  
specifications of the final orders for the period specified in special conditions of the concerned activity.
8. As per the terms and conditions, we are submitting the Envelope No.1. The documents as per Appendix –  
I (Technical information) along with receipt of inline payment of EMD and Appendix – II contains rates  
quoted by me/us are enclosed in envelop no.2.
9. I/We also agree that, **The Dean, LAE, Dr. PDKV, Akola** has full rights to open/consider the commercial  
envelope only,



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If, you are satisfied with contents in Technical envelope. The decision of the **committee** regarding this will be final and binding on me/us.

10. I/We hereby declare that the entries made in this tender form and enclosed draft of the Agreement on apex are binding for me/us. To facilitate checking and as a step for ensuring that all documents are enclosed.

I have numbered all documents and attested copies. As provided in this tender I have filled relevant entries in the checklist provided along-with this form & same is enclosed in Technical envelope.

11. Committee will open both the envelopes simultaneously but if the documents and EMD are not as per the terms and conditions then offer will not be considered.

The following documents duly filled in and signed, are enclosed along-with the tender.

Enclosures: 1) Envelop No. 1 (Appendix-I Part- I, II, III, along with Checklist and declaration)  
2) Envelop No. 2 (Appendix II)

Place \_\_\_\_\_

Yours faithfully,

Date \_\_\_\_\_

Name and Signature of the  
Tenderer/Proprietor



**APPENDIX – I****(Part-I)**

(This should be enclosed in envelope No. 1)

**CHECKLIST MUST BE FILLED BY THE TENDERER**

The documents enclosed with tender form are as listed below. Any omission makes the tender liable for rejection. Before sealing the tender please check up each item and score at the appropriate place with YES or NO. You must also quote the relevant page number. You may attach other information also but state in the list after numbering the same pages.

Sr. No.	Details	Whether Attached	Page No.
1	Documents in support to reveal capacity to Develop the software for Lower Agricultural Education Management Solution for Faculty of Lower Agricultural Education, Dr. PDKV, Akola.	Yes / No	
2	Experience of work (Minimum five years)	Yes / No	
3	Identity Card and address proof of firm and proprietor.	Yes / No	
4	PAN card of proprietor.	Yes / No	
5	Income tax return of previous three years of Firm / proprietor.	Yes/No	
6	Documents relating to registration of firm and tax	Yes/No	
7	Envelop 1 (Appendix – I, Part I, II, III and IV)	Yes/No	
8	Envelop 2 (Appendix-II )	Yes/No	
9	e-tender application receipt (Rs. 1000/- Only)	Yes/No	
10	EMD of payment receipt for Rs. 20000/-	Yes/No	

The above details have been checked and found correct. Place:

Date:

Signature of Tenderer  
(Official Seal)



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**APPENDIX – I**  
**(Part –II)**  
**“DECLARATION OF THE TENDERER”**

- 1) That I / We hereby submit tender to the University for Development of the software for Lower Agricultural Education Management Solution, for Faculty of Lower Agricultural Education, Dr. PDKV, Akola.
- 2) I am to state that the information provided in the tender form is true and correct.
- 3) I / We may be punished as per law for any wrong information, misleading facts provided in the tender form besides rejection of my / our tender.
- 4) In case of any dispute, the Jurisdiction will be Akola only.
- 5) I / We have carefully read all the general and specific terms and conditions of the tender and I solemnly declare that the same are acceptable to me/us and binding on me/us.

Place:

Name and Signature of Tenderer:  
Office Seal

Date:

Name of Tenderer: \_\_\_\_\_

Capacity in which signed: \_\_\_\_\_

Full address of the Tenderer: \_\_\_\_\_

With seal & stamp:

(Attach Identity card Xerox) \_\_\_\_\_

Phone No. : \_\_\_\_\_

Mobile No. : \_\_\_\_\_



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**APPENDIX I**  
**(PART – III)**  
**Terms and Conditions**

**A. GENERAL**

1. e-Tenders are invited from different firms/agencies in bid system for contract work of Development of the software for Lower Agricultural Education Management Solution, by Government of Maharashtra Electronic Tender Management System (<http://maharashtra.etenders.in>) through Sub Portal of <http://adf.maharashtra.etenders.in> by online payment of Rs. 1000/- (Rupees One thousand only) should be paid to the account of The Associate Dean, Faculty of Lower Agricultural Education, SBI, Dr. PDKV branch Akola, Account No. 10428433117 IFSC Code SBIN0002171. The fees of tender document will be non refundable. Tender is to be submitted online on the Government of Maharashtra website (<http://maharashtra.etenders.in>) through Sub Portal of <http://adf.maharashtra.etenders.in> in two separate e-envelopes. The tenderer shall submit the e-tender and e-documents in two e- envelopes as below. (Technical Envelope T-1 & Commercial Envelope C-1).

If any dispute arises in this regard, then Tenderer can submit his appeal before Grievance Committee. The decision of The Dean, LAE, Faculty of Lower Agricultural Education, Dr. PDKV, Akola, will be final and binding on Tenderers. The Tenderer should provide the following documents in Technical envelope.

**Tenderer shall have to produce the certificate of Experience of related work in reputed Institute, Documents in support to reveal capacity in Development of the software for Lower Agricultural Education Management Solution and address proof should be attached with document of Technical envelope No.T-1.**

2. Earnest money of minimum Rs. 20000/-(Rs. Twenty Thousand only) shall be paid via online to the account of The Associate Dean, Faculty of Lower Agricultural Education, SBI, Dr. PDKV branch Akola, Account No. 10428433117 IFSC Code SBIN0002171
3. After Tender opening, the EMD of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number.
4. Attested copy of earnest money exemption certificate will be accepted in lieu Earnest Money Deposit from the Registered Proprietors of Maharashtra State only.
5. Earnest Money in the form of cheques or any other form except above will not be accepted.
6. The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, it will be refunded on his paying initial Security Deposit and completing the tender documents in form B-1.
7. The Tenderer must submit only online Appendix II in commercial envelope C-1.
8. A Tenderer will not be permitted to withdraw or modify or amend the contents of the tender once submitted.
9. In case of poor response from the tenderers, the decision of The Dean, LAE, Faculty of Lower Agricultural Education, Dr. PDKV, Akola will be final.
10. The tender form without E.M.D. will not be considered at all.
11. The EMD amount of the bidder will be retained till the finalization of activity.
12. The Tenderer will be informed about the acceptance, if his/her tender is approved by the competent authority.



13. The firm who make any undue effort to bring the pressure from outside or from any University authority will be liable for outright rejection and **WILL BE BLACKLISTED FOR EVER.**
14. **The Dean, LAE, Faculty of Lower Agricultural Education, Dr. PDKV, Akola** reserves the right to accept or reject any or all the offers without assigning any reason.
15. The duration and time schedule will be as per the supply letter/order from **The Dean, LAE, Faculty of Lower Agricultural Education, Dr. PDKV, Akola.**

#### B. Technical.

The first envelope mentioned on the portal as 'Technical Envelope T-1' shall contain the following duly scanned documents.

1. **EMD should be paid online to the account of The Associate Dean, Faculty of Lower Agricultural Education, SBI, Dr. PDKV branch Akola, Account No. 10428433117 IFSC Code SBIN0002171.**
  2. Experience certificate Or Copy of the relevant Work Order/Work in Hand in the Development of the web based software/services Solution in Education domain with Central Govt. /State Govt./CPSU/SPSU/Agriculture University/Private/Autonomous body.
- 3 (a). In case the applicant is Pvt. /Public Limited Company, self-attested copies of:
- (i) **PAN/TAN Card of the Company.**
  - (ii) **Memorandum and Articles of Association (in original),**
  - (iii) **Income Tax Return of the previous financial year duly certified by a Chartered Accountant,**
  - (vi) **GST registration Certificate.**
- (b) In case the applicant is Partnership Firm, self-attested copies of
- (i) PAN Card of the firm,
  - (ii) TAN Reg. Certificate,
  - (iii) Income Tax Return of the previous financial year duly certified by a Chartered Accountant
  - (iv) Certified copy of Partnership Deed,
  - (v) Certified copy of Power of Attorney
  - (vi) PAN Card of all Partners
  - (vii) GST registration number
- (c) In case of sole Proprietor Firm, self-attested copies of;
- (i) Election Identity Card/Passport / Driving License / Passport as a proof of identity and address
  - (ii) PAN Card of the firm,
  - (iii) VAT certificate
  - (iv) Income Tax Return of the previous financial year duly certified by a Chartered Accountant
  - (v) GST registration number
  - (vi) Affidavit as per Annexure-III
4. As per the Govt. of India and Startup/Make in India guidelines **DIPP** (Department for Promotion of Industry and Internal Trade) Startup certificate is essential.
  5. Preference shall be given to the local firms / software developers for smooth operations during the implementations.
  6. For web based ERP solution/SaaS Python framework as Technology and Postgres as Database is essential.
  7. After completion of the project (2-3 years) the software thus developed should be customizable for Agricultural diploma and polytechnic courses and the final source code will be the shared with the University.
  8. AMC will not be mandatory to the software developer after full development of the software.
  9. All the exemptions to the startups as per govt. guidelines (and updated time to time) will be applicable to the eligible bidders.



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10. Successful bidder shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof.



**b) Commercial e-Envelope C-1**

The second e-envelope mentioned on the portal as "**Commercial e-Envelope C-1**" shall contain the offer made on the screen online.

He should not quote his offer anywhere directly or indirectly in Technical Envelope T-1, failing which the Commercial Envelope C-1 shall not be opened and his tender shall stand rejected. The proprietor shall quote for the work as per details given in the main tender and also based on the common set of conditions issued / additional stipulations made by the Corporation as informed to him online Documents; as required in detailed tender notice, if applicable, shall also be included.

**OPENING OF TENDERS**

On the date specified in the tender notice following procedure will be adopted for opening of the tender.

**Technical e-Envelope T-1**

First of all, **Technical e-Envelope T-1** of the tenderer will be opened to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements a note will be recorded accordingly by the tender opening authority and the said tenderer's Commercial Envelope C-1 will not be considered for further action but the same will be recorded. Decision of the tender opening authority shall be final in this regard.

**Commercial e-Envelope C-1**

This envelope shall be opened immediately after opening of **Technical e-Envelope T-1** only if the contents of **Technical e-Envelope T-1** are found to be acceptable to the University.



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## Steps to be followed by Proprietors to participate in the e-Tenders processed by ADF

### 1. Preparation of online Briefcase:

All Proprietors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Proprietors 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 Proprietors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.

In case, the Proprietors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Proprietors are advised to either create a single pdf 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 Proprietors 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 ADF 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 Proprietors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by ADF on the home page of ADF e-Tendering Portal on <http://ADF.maharashtra.etenders.in> under the section Recent Online Tender.

## Schedule

Tender Document Download Start Date & Time: \_\_\_\_\_

Tender Document Download and Bid Submission Last Date & Time: \_\_\_\_\_

Tender Opening Start Date & Time: \_\_\_\_\_

### 3. Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of Tender Form Fee.

### 4. Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:

Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS or NEFT. 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 nonparticipation in the aforesaid e-Tender.

**Note:**

**\* Realization 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 dependent on the amount of EMD.**

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 ADF. The templates may be form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the Proprietors are required to enter the data and encrypt the data using the Digital Certificate.

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

**Notes:**

- a. The Proprietor s upload a single document 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.  
The bid hash values are digitally signed using valid Class – II or Class – III Digital Certificate issued any Certifying Authority. The Proprietors are required to obtain Digital Certificate in advance.
- c. After the hash value of bid data is generated, the Proprietor s 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.
- d. 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 Proprietors has lapsed, the



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Tender will be closed by the Tender Authority. The Tender Authority from ADF 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 ADF has lapsed, the Proprietors have to make the online payment of Rs. 1,054/- towards the fees of the Service Provider.

After making online payment towards Fees of Service Provider, the Proprietors 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 Proprietors 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 Proprietors 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 Proprietor 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 Proprietor s for Financial Bidding Process:**

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

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

The Proprietor s 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 Proprietor s shall be available on the ADF e-Tendering Portal immediately after the completion of opening process.

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

The Proprietors are strictly advised to follow the Dates and Times allocated to each stage under the column "Proprietor 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



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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 ADF Maharashtra, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an online offered by ICICI Bank Ltd. in association with E Tendering Service provider through ADF Maharashtra website i.e. <http://ADF.maharashtra.etenders.in>. Each User is therefore deemed to have read and accepted these Terms and Conditions. EMD should be paid online to the account of The Associate Dean, Faculty of Lower Agricultural Education, SBI, Dr. PDKV branch Akola, Account No. 10428433117 IFSC Code SBIN0002171

#### **Privacy Policy**

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

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from the User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

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

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

- 1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
- 2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and



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nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.

3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment 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



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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 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 Service Provider(s) in this regard shall be entertained by the Payment Service Provider.

#### **Limitation of Liability**

- 8 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.
- 9 Merchant and/or the Payment Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information, or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment 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.
- 10 The Merchant and the Payment 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 or Services in connection thereto; and/ or
  - (ii) any interruption or errors in the operation of the Payment.
- 11 The User shall indemnify and hold harmless the Payment Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

#### **Miscellaneous Conditions:**

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.
2. The User agrees, understands, and confirms that his/ her personal data including



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without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Service Provider(s) have no control over such matters.

3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
4. The Merchant, the Payment Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information, and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
  - 1.1 Choose a new password, whenever required for security reasons.
  - 1.2 Keep his/ her User ID & Password strictly confidential.
  - 1.3 Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

#### **Debit/Credit Card, Bank Account Details**

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
  - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
  - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
  - iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
  - iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.



**Personal Information**

3. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
4. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/her.
5. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
6. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

**Payment Disclaimer**

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.



(This should be enclosed in Commercial envelope C-1)

APPENDIX –II

TENDER FOR DEVELOPMENT OF THE SOFTWARE FOR LOWER  
AGRICULTURAL EDUCATION MANAGEMENT SOLUTION

TENDER COST

Sr. No.	Name of Service	Features	Rate Quoted
1	DEVELOPMENT OF THE SOFTWARE FOR LOWER AGRICULTURAL EDUCATION MANAGEMENT SOLUTION	<b>Features:</b> <ul style="list-style-type: none"><li>• <b>School Master:</b><ul style="list-style-type: none"><li>a) List of All Schools.</li><li>b) School Master as per Pro forma.</li><li>c) Admitted Student Details.</li><li>d) Certificate and Mark Sheet Master.</li><li>e) School Inspection Proforma.</li></ul></li><li>• <b>Student Master:</b><ul style="list-style-type: none"><li>a. Personal Information.</li><li>b. All Type Of Cards Like Id/ Hall Ticket.</li><li>c. Attendance Monthly Report.</li><li>d. Blood Group, Health Issues</li><li>e. Insurance and other records.</li><li>f. Personal Interest/Hobbies.</li><li>g. Extra Curriculum Activities.</li></ul></li><li>• Schools and students details to be imported from LAE admission Portal.</li><li>• Syllabus And Other Schedules By Dr. PDKV, LAE to Schools</li><li>• First Year Course Completion, Exam And Result At School Level and its updations in solution</li><li>• Final Year Result Declaration And Mark Sheet Print Out At Dr. PDKV, LAE</li><li>• Diploma Certificate Prints At Dr. PDKV, LAE</li><li>• Final Year Mark Sheet And Diploma Certificate Distribution</li></ul>	
2	GST		
3	Grand Total		

PLACE:

DATE :

Signature of Tenderer  
Name & Full Address



**e - TENDER NOTICE**

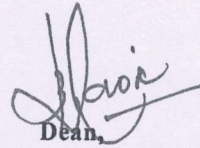
No. DN/LAE/e-Tender/ /2021

Date:

Faculty of Lower Agricultural Education, Dr. PDKV, AKOLA is intended to invite the e-TENDER for **Development of Software for Lower Agricultural Education Management Solution**. The detailed e-Tender Form is available on website <https://maharashtra.etenders.in>. & [www.pdkv.ac.in](http://www.pdkv.ac.in). Blank Tender Booklets shall not be sold physically from the office of the Dean, Faculty of Lower Agricultural Education, Dr. PDKV, Akola. However, the tenderers are requested to download the form from the said web site. The tenderer shall study the guidelines regarding e-tendering to get clarity in e-tendering procedure. The tenderer can contact the undersigned for the clarification of the product, if any.

Place:

Date:



Dean,  
Faculty of Lower Agricultural Education  
Dr. PDKV, Akola