

**PROTECTION & SECURITY, MUMBAI.**

Tender No. **1407**/Protection & Security/Main. Contract/17

**First Extension**

Online tender are invited for the Annual Comprehensive, preventive / corrective Maintenance Contract for X-ray Baggage Scanner installed at Mantralaya Security, Varsha Bunglow, C.P. Office, High Court & Rajbhavan, Mumbai.

eTendering Site : <https://mapo.maharashtra.etenders.in>

**TENDER FORM**

**Schedule**

Sr.No	MAPO Stage	Contractor Stage	Start Date & Time	Expiry Date & Time	Envelopes
1	Release Tender	-	10-07-2017 10:00	05-08-2017 17:30	-
2	-	<b>Tender Download</b>	26-07-2017 10:00	05-08-2017 13:00	Commercial Envelope C1, Technical Envelope T1
3	-	<b>Online Submission Of Tender</b>	26-07-2017 10:00	05-08-2017 17:00	Commercial Envelope C1, Technical Envelope T1
4	Close For Technical Bid	-	05-08-2017 17:01	05-08-2017 17:30	Technical Envelope T1
5	Close For Price Bid	-	05-08-2017 17:01	05-08-2017 17:30	Commercial Envelope C1
6	-	<b>Online Final Confirmation</b>	05-08-2016 18:31	08-08-2017 13:00	Commercial Envelope C1, Technical Envelope T1
7	Technical Bid Opening	-	08-08-2017 15:00	08-08-2017 17:30	Technical Envelope T1
8	Price Bid Opening	-	08-08-2017 15:00	08-08-2017 17:30	Commercial Envelope C1

Sr.No. (1)	Tender No. (2)	Name of Equipment (3)	Qty. (4)	Tender Fee (5)
1.	<b>1407</b> /P&S/AMC /2017	Make – Smiths Heimann X-ray Baggage Scanner XBIS Model 6040P Machine No. 85852, 85849, 85851, 85857, 85853, 85850, 85861, 85856, 85860, 85848, 85854, 85855, 85858, 85826, 85859, 71355, 71480, 85827, 85828	19	Rs.2,000/-

**Details are as under:**

Last date of Submission of Tender : 05<sup>th</sup> August, 2017 up to 17.30 hrs.  
Date of Opening of Technical Tender : 08<sup>th</sup> July, 2017 at 15.00 hrs.

- (1) Tender shall remain valid up to : 120 days for the date of opening of the tender
- (2) Tender Forms will be available on <https://mapo.maharashtra.etenders.in> between 26-07-2017,10.00 Hrs to 05-08-2017,13.00 Hrs and Tender Form Fess Rs. 2000 should be paid online only.
- (3) The Additional Commissioner of Police, Protection& Security, Fort Mumbai reserves the right to ignore a tender sent by a tenderer who fails to comply with the instructions given here in.
- (4) The Additional Commissioner of Police, Protection& Security, Fort Mumbai does not plead himself to accept the lowest or any tender and reserves the right of accepting anyone or rejecting all of them.
- (5) The Tenderer should pay Earnest Money Deposit (EMD) Rs.5,000/online through Debit Card / Credit Card / Net Banking /RTGS/NEFT.
- (6) It is binding to e-tenderer, to obtain Digital Certificate of class 2 or class 3 category. Without digital Certificate e tenderer cannot participate in tender procedure. At the time of online final confirmation e tenderer has to pay Rs.1054/- online through any banks Debit Card /Credit Card/ Net Banking.
- (7) The successful tenderer will have to deposit security deposit equal to **3%** of the value of the order. This amount should be deposited by Crossed Demand Draft on Nationalized Bank/Schedule Bank drawn in favor of "**THE COMMISSIONER OF POLICE, BRIHAN MUMBAI**" and enter into an agreement for due performance of the contract. This Demand Draft will be returned to the concerned company after six months of the expiry of AMC period.
- (8) Tenderers should furnish the information about their present clients to whom they are rendering their services.
- (9) Tenderers should have necessary authorization of Original Equipment Manufacturer (O.E.M.) or any other Company should give their past experience about the handling and maintaining of the above said equipment.
- (10) Tenderers must have their service center in the jurisdiction of Maharashtra State.
- (11) Tenderers have to complete three stages i.e. Tender Download, Online Submission Of Tender and Online Final Confirmation online on <https://mapo.maharashtra.etenders.in>.

(12) The Tenderer should furnish two envelopes towards the tender, namely:-

- (I) Technical bid . (II) Price bid

The "Technical Bid" Envelope should consist following documents:-

- (i) Sales Tax Clearance Certificate for the year ending 2016-2017.
- (ii) Experience Certificate.
- (iii) Signed copy of Tender Document
- (iv) Profile of the Company / Owner.
- (v) Separate Lists of parts/components/nature of work in case of Comprehensive Maintenance Contract / Non-Comprehensive Maintenance Contract.
- (vi) Last three years IT Return Certificate
- (vii) GST Certificate
- (viii) Affidavit
- (ix) Declaration

(All above documents should be submitted online in .pdf or .jpg for mate.)

The "Price Bid" Envelope should consist of following thing: -

- (i) Price of repairing and maintenance for X-ray Baggage Scanner with Comprehensive & Non-Comprehensive for 1 year, 2 years & 3 years.
- (ii) Any other taxes as per government rules.

**Comprehensive**

AMC Duration	AMC Rate per annum per machine(Comprehensive)	No .of units	AMC Amount	GST	Total
First Year					
Second Year					
Third Year					
Total...					

**Non Comprehensive**

AMC Duration	AMC Rate per annum per machine(Non-Comprehensive)	No .of units	AMC Amount	GST	Total
First Year					
Second Year					
Third Year					
Total...					

*Handwritten signature and date: 24.7.17*

O.W.No. : -3346/Addl.C.P./P & S/16  
Dated :- 24/07/2017.

Addl. Commissioner of Police,  
Protection & Security, Mumbai.

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 Annual Comprehensive, preventive / corrective Maintenance Contract for X-ray Baggage Machine Scanner **installed at Mantralaya Security, Varsha Bunglow, C. P. Office, High Court & Rajbhavan, Mumbai** are true, correct and complete. 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

## **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 **Additional Commissioner of Police, 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**

# Guidelines to Contractors on the operations of Electronic Tendering System of Office Of The Additional Commissioner Of Police Protection & Security Mumbai <https://mapo.maharashtra.etenders.in>

## A. Pre-requisites to participate in the Tenders processed by MAPO:

### 1. Registration of Contractors on Electronic Tendering System on Sub – Portal of MAPO:

The Contractors **Non Registered** in Office Of The Additional Commissioner Of Police Protection & Security Mumbai and interested in participating in the e-Tendering process of **MAPO** 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 eTendering 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](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 **MAPO**. 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 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) (According to etoken drivers)**

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](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 MAPO, the **Contractors will have to pay Service Providers Fees of Rs. 1,054/- 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 MAPO.**

### **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 MAPO 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 **Office Of The Additional Commissioner Of Police Protection & Security Mumbai** on the home page of MAPO e-Tendering Portal on <https://mapo.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 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 MAPO. 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 unloading option.
- b. The Hashes are the thumbprint of electronic data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data.
- c. The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.
- d. After the hash value of bid 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 MAPO 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 MAPO has lapsed, the **Contractors have to make the online payment of Rs. 1,054/-**

**(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 MAPO 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 MAPO 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 MAPO Maharashtra website i.e. <https://mapo.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.
3. If any Part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

6. **Refund For Charge Back Transaction:** In the event there is any claim for / of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his / her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "Charge Back" shall mean approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent / duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card / Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
  - i. In case the Bank Account appears to be debited, ensure that he / she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
  - ii In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider,

### Limitation of Liability

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission. nonperformance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors and its third party agents involved in processing, delivering or managing the Services. be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
  - (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
  - (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents and employees from any claim or 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.