

Terms And Condition

Definitions :

For the purposes of this document, the following expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

1. "Terms and Conditions" means the Terms and Conditions mentioned herein and applying to the eTendering/eProcurement System, also known as e-Proc, and as amended by the service provider from time to time.
2. "Certification Authority" shall have the same meaning as in the Information Technology Act, 2000 and any amendments thereof.
3. "Digital Signature" shall have the same meaning as in the Information Technology Act, 2000 and any amendments thereof.
4. PORTAL means Electronic Procurement system www.eprocurement.synise.com, a structured electronic system operated on behalf of the BUYER via the Internet which facilitates the procurement of goods and/or services by the Government through electronic means. BUYER means registered government Organisation user who is hosting the tenders and processing through the Portal
VENDOR means registered user / supplier/ Bidder who applies for tenders placed by BUYER and participates electronically in the portal
5. REGISTERED USER means the BIDDER or VENDOR who has registered and obtained access to use the portal
6. "Service Provider" shall mean SYNISE TECHNOLOGIES LIMITED, the entity or organization responsible for maintaining and operating the e-Procurement System under an agreement for services executed with the BUYER.

In order to create a user account and use the e-Procurement portal, you must read and accept the Terms & Conditions

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We provide this e-Procurement portal and related services subject to your compliance with the user's terms and conditions set forth below. Please read the following information carefully. You may not complete your registration and use the e-procurement portal without agreeing to comply with all of the user's terms and conditions set forth below, and by registering for a user name and password, you agree to abide by all of the user's terms and conditions set forth below.

THE PORTAL is developed by SYNISE TECHNOLOGIES LIMITED, a company incorporated under the provisions of the companies Act, 1956 and having its registered office at Naik House, Sr No 1/15/2, Plot No 1, Shankarrao More Cooperative Housing Society, Hingane Budruk, Karvenagar, Pune 411052 Maharashtra, India.

1. SERVICE PROVIDER will make available THE PORTAL for use by the VENDORS on the best efforts basis and will strive to maintain maximum uptime of the service provided by it.
2. The SERVICE PROVIDER agrees to grant the VENDOR the right to access and use e-Procurement System on the terms set out herein and such other terms as may be specified by the BUYER from time to time.
3. The VENDOR also recognizes and acknowledges that the e-Procurement System is customized to the BUYER's requirements by the Service Provider under an

agreement for services executed between the BUYER and the Service Provider. The VENDOR hereby agrees and acknowledges that Service Provider shall not be held responsible for the features of e-Proc System or liable for any damage or loss resulting from the use of the e-Proc System.

4. The VENDOR also recognizes and acknowledges that the e-Procurement System is being maintained and operated by the Service Provider under an agreement for services executed between the BUYER and the Service Provider. The VENDOR hereby agrees and acknowledges that Service Provider shall not be responsible or liable for any damage or loss resulting from the use of the e-Proc System.
5. In compliance to the Information Technology (Amendment) Act, 2008, the users are hereby directed not to use, display, upload, modify, publish, transmit, update, share or store any information that (a) belongs to another person; (b) is harmful, threatening, abusive, harassing, blasphemous, objectionable, defamatory, vulgar, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever.
6. In the same context, the Service Provider affirms that not to host or publish or edit or store any information or shall not initiate the transmission, select the receiver of transmission, and select or modify the information contained in the transmission
7. The facility offered by Service Provider shall be non-transferable and the REGISTERED USER shall not assign, resell or commercially exploit the facility for others.
8. THE PORTAL services being provided by Service Provider shall be subjected to all applicable government laws, rules and regulations.
9. The VENDOR hereby agrees and acknowledges that he will strictly adhere to client system requirements mentioned on the home page link and will not hold Service Provider responsible or liable for any damage or loss resulting from the use of the E-PROCUREMENT System by not adhering to System Requirements recommended. (*refer the link 'Help Desk Manuals' in the Home Page*)
10. The VENDOR shall access and use e-Procurement System in the manner and with the use of such Security Devices or as may be prescribed from time to time. Where the prescribed Security Device is a Digital Signature Certificate (DSC), the VENDOR shall ensure that all provisions of the Information Technology Act, 2000 are complied with.
11. The DSC shall be procured by the Vendor from any authorized Certifying Agencies (CA) approved by CCA, Govt. of India. Vendors are advised to obtain the DSC well in advance before using the eProcurement system.
12. THE PORTAL is intended for ONLY the REGISTERED USERS (registered BUYER USERS and registered VENDORS) to transact and do the business through electronic medium facilitated by Service Provider.
13. THE BUYER USERS can seek the registration of vendor and float tender inquiries, which Service Provider may support in THE PORTAL.
14. The registration of the users, i.e. BUYER USERS and vendor, as the case may be, shall be at the sole discretion of Service Provider.
15. The information given by the VENDORS is absolutely by and under his discretion and Service Provider will not verify or preserve any type of documentation in support of the information provided by the REGISTERED USER.
16. REGISTERED USERS can always modify/update their profile as and when required at their discretion.
17. SERVICE PROVIDER will provide the REGISTERED USER with Identity for access. The REGISTERED USER shall be responsible for all persons using THE PORTAL through the identity and all users of this account, whether or not authorized by him.

18. SERVICE PROVIDER is and shall not be responsible for any misuse/misplacement and revealing of identity and password to the unauthorized persons and its subsequent effect from the REGISTERED USERS.
19. The PORTAL provides online payment facilities for few of the payment modes. This is a third party facility and the SERVICE PROVIDER will ensure that the payments are processed with utmost accuracy and transparency. However, the SERVICE PROVIDER will not accept any responsibility for payment failures, transaction failures, broken transactions, etc.,
20. **Transaction Fees :** Vendors agree to pay the applicable registration, service, document, and/or submission fees ("the Fees"), as the case may be, for any transaction on the Portal regardless of whether or not such transaction is actually consummated. If the vendor fails to submit the fees, they are liable for disqualification to participate in the tender. Vendors are responsible for making all payments along with the applicable taxes, bank transaction charges, convenience charges if any.
21. Registration charges /tender processing charges, once received by the service provider from Registered User are non-refundable. However, if any double / duplicate payment is received by the service provider, then it shall be returned to him within 30 days from the date of intimation and proper documentary proof of double payment.
22. Any updates related to the tender process shall be sent to email address registered in your registration form. Vendor has to ensure that the given email address is valid and active. If the emails are received in spam folder, then Vendor has to mark such mails as 'Not spam'
23. Few add-on services are provided to the REGISTERED USER such as e-mail alerts, e-notifications, SMS messages and reminders. This is provided with an intention to provide additional information on the e-Procurement PORTAL to the USER. **However, these services are purely promotional in nature, and in no way enforces the SERVICE PROVIDER to provide these services.**
24. The communication alerts like e-mail and SMS are sent to the recipient email address / mobile number as provided by the USER during Vendor Registration. For reasons beyond our control, these may not be delivered to the recipient if there are any issues with ISP (Data Centre or the recipients end).
 - The mail sent may be identified as spam and dropped
 - Incorrect recipient email address
 - Recipient Mailbox quota exceeded.
 - Recipient domain service unavailable, Host or domain name not found.
 - Recipient email server rejected.
 - Mass email is rejected due to security policies at recipient email server
25. A REGISTERED USER is entitled to terminate his account on giving a 30 days advance notice and not entitled to claim any other compensation for any services to be provided by Service Provider and the termination is effective from the expiry date of the notice.
26. SERVICE PROVIDER shall be entitled to terminate the registration of any REGISTERED USER at any time without the need to assign any reason, by giving 30 days prior notice in writing to the concerned REGISTERED USER and the termination shall be effective on expiry of the notice period.
27. SERVICE PROVIDER may in its absolute discretion discontinue THE PORTAL or amalgamate THE PORTAL with another PORTAL at any time without taking the consent from the VENDORS
28. Notwithstanding any investigation or inquiry which SERVICE PROVIDER may in its discretion undertake, the REGISTERED USER acknowledge and accept that Service Provider is only a service provider and shall not in way be responsible or liable for any breach or failure on the part of the REGISTERED USER.
29. SERVICE PROVIDER makes no warranty that THE PORTAL will be available uninterrupted or timely or error free or otherwise assume any responsibility for

- any delayed transmission or the deletion or failure to store data or for any consequential loss or damage thereupon.
30. SERVICE PROVIDER, its directors, officers, employees, agent and representatives shall not be liable for any direct, indirect, incidental, special, punitive or consequential damages, resulting from the use of THE PORTAL.
 31. SERVICE PROVIDER shall be entitled to place advertisement and other materials on THE PORTAL as Service Provider may in its discretion consider appropriate including for the purpose of earning revenue there from without consulting the registered BUYER USERS.
 32. Depending upon the requirement/situations SERVICE PROVIDER may change, modify, alter, update the features or flow of PORTAL or adopt a new Internet technology without taking the consent of the VENDORS.
 33. The BUYER USERS and vendor seeking registration and upon registration shall be liable to pay the fees to Service Provider in the manner specified. The fees may include, but not limited to Processing fee, Registration fee, Periodic payment or any other fees.
 34. SERVICE PROVIDER shall be entitled to vary the fees mentioned above for different BUYER / VENDOR / REGISTERED USER depending upon business finalization terms.
 35. The renewal of the registration of REGISTERED USER shall be subject to the payment of the periodic amount as specified within the scheduled time frame.
 36. SERVICE PROVIDER provides the highest security and confidentiality of user's data in E-PROCUREMENT portal. However, the VENDOR hereby agrees and acknowledges that in case of any security and confidentiality breaches beyond Service Provider's scope, then vendor will not hold Service Provider responsible and will not make him liable for any damage or loss resulting from the use of the E-PROCUREMENT System.
 37. The VENDOR hereby agrees to indemnify and hold the SERVICE PROVIDER harmless against all damages, losses, costs (including legal costs), expenses and liabilities suffered or incurred by the BUYER arising out of or referable to any claims, suits or proceedings brought against the BUYER by third parties
 38. The SERVICE PROVIDER shall not be liable in any way for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, which arise from or are referable to, regardless of the form of action, any breach of security, delay, corruption or destruction of data or systems (including due to but not limited to causes such as virus or other malicious, destructive or corrupting code, programme or macro), transmission error and unavailability of access associated with accessing and/or using e-Procurement System or any part thereof
 39. THE PORTAL shall be controlled by SERVICE PROVIDER and the applicable law shall be Indian Law. The registered user shall agree and hereby submit to the exclusive jurisdiction of the appropriate court within the territory of PUNE in respect of any dispute or difference with SERVICE PROVIDER.
 40. The Copyright on THE PORTAL shall exclusively vest in SYNISE TECHNOLOGIES LIMITED.
 41. The REGISTERED USER hereby agrees that use of THE PORTAL is at the user's sole risk and THE PORTAL is provided on an "as is" and "as available" basis.

The registered user confirms that he has carefully read the terms and conditions and unconditionally and irrevocably accepts the same when applying for signing up. Any claims, grievances, complaints about the usage of the E-PROCUREMENT site may be addressed to amsadmin@synise.com