

**Society for Innovation & Entrepreneurship (SINE),  
Indian Institute of Technology Bombay**

**Part -1 (Technical Bid)**

**Limited Tender  
For**

**Supply, Installation, Commissioning of EPBAX System  
at SINE NIDHI-Centre of Excellence (CoE),  
IIT Bombay.**

**Tender No. SINE/CoE/2023-24/02/EPBAX  
Date: 1st August 2023**

**Submission of Tender  
Date: 11<sup>th</sup> August 2023  
Time:15.00 hrs.**

**Opening of Tender  
Date: 11<sup>th</sup> August 2023  
Time: 17:00 hrs.**

## INDEX

### Contents

SECTION I - TENDER NOTICE.....	3
SECTION II - INSTRUCTION TO BIDDERS.....	6
SECTION III - ELIGIBILITY CRITERIA .....	10
SECTION IV - TECHNICAL BID EVALUATION CRITERIA .....	12
SECTION V - GENERAL INSTRUCTIONS AND CONDITIONS OF CONTRACT .....	13
SECTION VI - SPECIAL CONDITIONS .....	21
SECTION VII - CONDITIONS OF WORKING IN RESTRICTED AREAS/ SECURITY ..22	
SECTION VIII – TECHNICAL SPECIFICATION.....	24
SECTION VIII - ANNEXURE A1: BIDDER'S INFORMATION.....	27
SECTION IX - ANNEXURE A2: QUOTED MAKE AND MODEL DETAILS .....	28
SECTION X - ANNEXURE A3: DECLARATION (Not Blacklisted) .....	29
SECTION XI - ANNEXURE A4: PREVIOUS SUPPLY ORDER INFORMATION .....	30
SECTION XIII - ARTICLES OF AGREEMENT.....	32

Tender No. SINE/CoE/2022-23/02/EPBAX

**SECTION I - TENDER NOTICE**

Sealed Tenders are invited from prospective bidders for the supply, installation, testing and commissioning of EPBAX system at SINE, NIDHI-CoE.

Sr. No.	Items	Description									
1.	Name of Work	Sealed Tenders are invited from prospective bidders for the supply, installation, testing and commissioning of EPBAX system at SINE, NIDHI-CoE.									
2.	Tender Date.:	1 <sup>st</sup> August 2023									
3.	Tender Category	Two Bids tender									
4.	Tender Type	Limited Tender (Bids by invitation only)									
5.	Number of covers	Two Bids									
		<table border="1"> <thead> <tr> <th>Cover No.</th> <th>Cover Type</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Technical</td> <td>Technical Specification, Tender Document, EMD, Bidders Information, Previous Supply order supply format, Submission of Product genuine certificate (Manufacturer Authentication Form), Certificate should include details of product with duly stamped and signed from the OEM.</td> </tr> <tr> <td>2</td> <td>Financial</td> <td>Financial Bid - Bidders must fill basic rate of per unit.</td> </tr> </tbody> </table>	Cover No.	Cover Type	Description	1	Technical	Technical Specification, Tender Document, EMD, Bidders Information, Previous Supply order supply format, Submission of Product genuine certificate (Manufacturer Authentication Form), Certificate should include details of product with duly stamped and signed from the OEM.	2	Financial	Financial Bid - Bidders must fill basic rate of per unit.
Cover No.	Cover Type	Description									
1	Technical	Technical Specification, Tender Document, EMD, Bidders Information, Previous Supply order supply format, Submission of Product genuine certificate (Manufacturer Authentication Form), Certificate should include details of product with duly stamped and signed from the OEM.									
2	Financial	Financial Bid - Bidders must fill basic rate of per unit.									
6.	Submission of Bid	<p>Two Bid System: The two bids system will be followed for this tender. In this system bidders must submit their offer in separate sealed envelopes as – Technical Bid and Commercial Bid. Separate technical bid and commercial bid envelopes should be clearly marked as “<b>Envelope No. 1</b> – Technical Bid” with the bidder’s name, Tender No. and due date. “<b>Envelope No. 2</b> – Commercial Bid” with the bidder’s name, Tender No. and due date. Both these sealed covers along with the Earnest Money Deposit (EMD) should be put in a bigger cover that should be sealed and duly super scribed with our Tender No. &amp; Due Date and to be submitted to the concerned department/section mentioned in the tender document.</p>									

**Tender No. SINE/CoE/2022-23/02/EPBAX**

		<p><b>Note:</b> The technical offer should not contain any price information. If the price quoted is submitted in a technical bid the tender will be rejected at the sole discretion of SINE, IIT Bombay. Initially Technical Bids will be opened and evaluated by the purchase committee. Commercial bids from only technically qualified bidders will be opened later. Contract/Purchase Order will be awarded to the lowest bidder(L1) among them.</p>
7.	Tender available	<p>Tender will be available Online on Central Public Procurement Portal (CPPP) <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> SINE website <a href="https://sineiitb.org/tender">https://sineiitb.org/tender</a></p>
8.	Estimated Tender value	<b>Rs. 5,00,000</b> plus, GST extra. (At actual).
9.	EMD Fee Details (in the form of DD/PO) EMD Fee (INR)	<p><b>Rs. 25,000/- by DD</b> DD Favouring/ Payable to - Society for Innovation and Entrepreneurship Payable at - Mumbai Tender without original Earnest Money Deposit (EMD) will be liable for rejection by the competent authority at SINE. Exemption will be provided for MSME/ Udyog Aadhar/ Equivalent certification.</p>
10.	Bid validity (Days)	180
11.	Delivery Location	Society for Innovation and Entrepreneurship 5 <sup>th</sup> Floor, RBTIC Building, Opp. VMCC, IIT Bombay, Powai, Mumbai – 400 076.
12.	Pin Code	400 076.
13.	Period of Work Completion	3-4 weeks
14.	Bid Submission End Date/ & Time	<b>11<sup>th</sup> August 2023, till 15:00 hrs.</b>
15.	Place of Submission	Society for Innovation and Entrepreneurship 5 <sup>th</sup> Floor, RBTIC Building, Opp. VMCC, IIT Bombay, Powai, Mumbai – 400 076.

**Tender No. SINE/CoE/2022-23/02/EPBAX**

16.	Bid Opening Date & Time	<b>11<sup>th</sup> August 2023, 17:00 hrs.</b>
17.	Bid Opening Place	Society for Innovation and Entrepreneurship 5 <sup>th</sup> Floor, RBTIC Building, Opp. VMCC, IIT Bombay, Powai, Mumbai – 400 076.
18.	Technical Clarification	Name: Swati Patil Email: tender@sineiitb.org Contact No.: 022 25767016
19.	Tender Authority Inviting	Name: Swati Patil Address: Society for Innovation and Entrepreneurship 3rd Floor, CSRE Building, Opp. CESE Dept., I.I.T Bombay, Powai, Mumbai – 400 076
20.	Signing Authority	Chief Executive Officer (SINE)

Tender No. SINE/CoE/2022-23/02/EPBAX

**SECTION II - INSTRUCTION TO BIDDERS**

1. **This is the limited tender enquiry, and hence the participation in this tender is from invited bidders only.** In case the uninvited bidders will bid, then it will be treated as unsolicited and will not be entertained / will not be considered for technical evaluation or financial bid.
2. Tender in Two bid system is hereby invited on behalf of the Society for Innovation & Entrepreneurship (SINE), IIT Bombay, for the following work:
  - a) Description (Name of work) : Supply, Installation, Testing and Commissioning of EPBAX system at SINE, NIDHI CoE  
Estimated cost : **Rs. 5,00,000/-** plus, GST extra. (At actual).
  - b) Earnest Money Deposit : **Rs. 25,000/-**
  - c) Time for completion : 3-4 weeks from the date of receipt of work order.
3. a) Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty five thousand only) EMD is mandatory to be enclosed in the tender.
  - b) Exemption from submission of Earnest Money Deposit (EMD): The Bidders registered with MSME/NSIC will be exempted for Earnest Money Deposit (EMD) as per GOI norms. Proof of valid registration should be attached with the tender, failing which the tender will be rejected. Exemption will be provided for MSME/ Udyog Aadhar/ Equivalent certification.
  - c) The **Demand Draft / Pay Order** is herewith forwarded as Earnest Money Deposit, the full value of which is to be absolutely forfeited to Society for Innovation & Entrepreneurship (SINE) if the contractor fail to commence the work within 30 days continuously from the scheduled date of commencement specified in the order or as decided by SINE authority.
  - d) Bidder availing exemption for Earnest Money Deposit (EMD) against MSME/NSIC certificate will have to submit Performance Security Deposit in the form of Demand Draft (Mandatory) in case of the bidder is selected as L1 and the tender is awarded to them. This performance security of **Rs. 25,000/-** should be submitted within 14 days of the receipt of work/purchase order.
4. **Submission of tender:** Tenders should be submitted as details given below:

a)	Technical Bid (Part-1)	<p>Hard copy of filled, signed &amp; stamped on all pages of Technical Bid documents to be submitted at Society for Innovation &amp; Entrepreneurship (SINE) on or before <b>11<sup>th</sup> August 2023</b>, till <b>15:00 hrs.</b></p> <p>The other documents to be submitted should be separately annexed with the tender document.</p>
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**Tender No. SINE/CoE/2022-23/02/EPBAX**

b)	Price Bid (Part-2)	Hard copy of completely filled, signed & stamped on all pages of Price Bid documents to be submitted at Society for Innovation & Entrepreneurship (SINE) on or before <b>11<sup>th</sup> August 2022</b> , till <b>15:00 hrs.</b>
c)	Earnest Money Deposit	<b>DD Favouring/ Payable to</b> - Society for Innovation and Entrepreneurship  <b>Payable at</b> - Mumbai  Incase of MSME/NSIC exemption, Proof of valid registration, MSME/NSIC certificate needs to be submitted.
d)	Submission of Bid	Two Bid System The two-bid system will be followed for this tender. In this system bidder must submit their offer in separate sealed envelopes as – Technical Bid and Commercial Bid. Separate technical bid and commercial bid envelopes should be clearly marked as “ <b>Envelope No. 1</b> – Technical Bid” with the bidder’s name, Tender No., and due date. “ <b>Envelope No. 2</b> – Commercial Bid” with the bidder’s name, Tender No., and due date. Both these sealed covers along with the Earnest Money Deposit (EMD) should be put in a bigger cover that should be sealed and duly super scribed with our Tender No. & Due Date and to be submitted to the concerned department/section mentioned in the tender document. <b>Note:</b> The technical offer should not contain any price information. If the price quoted is submitted in technical bid the tender will be rejected at that sole discretion of SINE, IIT Bombay. Initially Technical Bids will be opened and evaluated by the purchase committee. Commercial bids of only technically qualified bidders will be opened later. Contract/Purchase Order will be awarded to the lowest bidder(L1) among them.

5. The tenders of only those bidders will be considered for technical evaluation who will meet eligibility criteria as laid in **Section III**.
6. If the bid is received from an uninvited bidder, the same shall not be considered for any evaluation.
7. Tender will be opened by the authorized representatives of SINE at SINE Office, 5th floor, RBTIC Building, Opp. VMCC, IIT Bombay on **11<sup>th</sup> August 2023, 17:00 hrs.** in the presence of such bidders who desire to attend.
8. No modifications to the tender shall be allowed after the opening of the tender.
9. If any information furnished by the bidder is found to be incorrect at a later stage, they will be liable to be debarred from tendering/taking up works in SINE, IIT Bombay in future forever.

**Tender No. SINE/CoE/2022-23/02/EPBAX**

Also, if such violation comes to the notice to SINE before start of work, competent authority of SINE shall be free to forfeit the entire amount of EMD.

10. The time allowed for carrying out the work is **3-4 weeks from the date of receipt of the work order.**
11. Statutory Duties, taxes, and levies: Price shall remain firm and fixed. However, in case of statutory variation in rate of duties, taxes, and levies and or gazette notification the price will be adjusted up/down if indicated in the tender. Reduction is to be voluntarily intimated by the contractor and if not intimated, the subsequent onus of responsibility rests with the contractor irrespective of the time.
12. The acceptance of the tender shall rest with the competent authority of SINE, who does not bind to accept the lowest or any tender and reserves the right to reject any or all tenders without assigning any reason. SINE reserves the right to accept the work in full or in part or reject the tender(s) in full or part without assigning any reasons thereof.
13. The bidder can visit the site and get clarified any technical query by the assigned person of SINE during office hours only.
14. The estimated amount given is approximate, which has been worked out after taking various factors into consideration. The amount given is only for guidance. The bidders are to work out carefully and quote the rates against individual items correctly. The estimated amount may be on the higher side, which depends upon several factors such as administrative approval, technical sanction, allotment of funds etc. SINE shall have the right to accept or reject any or all tenders without assigning any reason whatsoever and will not be bound to accept the lowest tender.
15. The tender should be valid for **180 days (One Hundred and Eighty days)** from the date of opening of the tender.
16. In case the tender opening day happens to be a holiday, the same will be opened on the next working day.
17. All material samples should be approved before installing/fixing. Incorporating unapproved material will be at the cost and risk of the contractor.
18. The issue of the Tender Document does not imply that SINE is bound to select bid(s), and it reserves the right without assigning any reason to
  - (a) reject any or all of the Bids, or
  - (b) cancel the tender process; or
  - (c) abandon the procurement of the Goods; or
  - (d) issue another tender for identical or similar Goods.

**Following decisions of SINE shall not be subject to review:**

- i. Determination of the need for procurement.
- ii. Complaints against specifications except under the premise that they are either vague or too specific to limit competition.
- iii. Selection of the mode of procurement or bidding system,

**Tender No. SINE/CoE/2022-23/02/EPBAX**

- iv. Choice of the selection procedure.
- v. Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government.
- vi. Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
- vii. The decision to enter negotiations with the L-1 bidder, and
- viii. Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Goods.

Tender No. SINE/CoE/2022-23/02/EPBAX

**SECTION III - ELIGIBILITY CRITERIA**

The bidder’s qualification will be determined based on their ability to execute this project and provide continuous support.

The Bidder/OEM should submit the tender documents with the indexing as mentioned in the criteria shown below with the proof of supporting documents. The sequence with page numbers and bookmarking should be clearly specified. In addition to the supporting documents, an undertaking for the fulfillment of each eligibility criteria should be submitted. It is mandatory to enclose all the supporting documents. If any documents are missing the bid can be disqualified.

**The Bidder should satisfy the following eligibility criteria.**

Sr. No.	Eligibility Criteria	Mandatory Document proof to be furnished	Yes/ No
	The bidder should be an Indian Company registered under the Companies Act / Partnership / LLP for the last 5 years. In a similar line of business, i.e., Installation, configuration, and commissioning of IP-PBX/EPABX. The company should have been in operation for at least 5 years as on the date of submission of the bid.	Copy of the Partnership deed/Bye-Law/Certificate of Incorporation Articles of Association and full address of the registered	
	The bidder should have an average annual turnover of at least INR 50 Lakhs in each of the last three financial years.	The Audited Financial Statements (Profit and loss statement, Balance sheet) for the last three years and CA certificate should be furnished.	
	The bidder must be in the business of supplying and integrating IPBX/EPABX from reputed OEM to Sate/Central Government/ PSUs or any listed corporate company for past three years.	Relevant Purchase Orders received in the last 3years.	
	The bidder must be the supplier and integrator representative of the OEM authorized for this tender.	The bidder must produce a manufacturer's authorization form (MAF) from the OEM that is particular to this tender and include the tender number for which the authorization is being provided as per format given.	
	The OEM must comply ISO 9001:2015 and ISO 14001:2015 certification.	ISO certificates should be provided.	

**Tender No. SINE/CoE/2022-23/02/EPBAX**

	The product should comply with TEC and RoHS.	TEC certificate	
	The offered products, solution and accessories against the supply order shall be of the latest version, the latest product, and should be under support for the next 7 years. However, if any product, which is declared an end of life by the OEM during the supply period of material (During the Contract period), the bidder should supply a replaced model or next higher model/version with the same specification or higher specification of the product, free of Cost.	On Company letter mention the details of End of Sale, End of support and service.	
	The support facilities should be fully owned by the bidder / OEM and managed by their permanent employees (company payroll) and not through franchisee(s).	Biodata of the personnel proposed to be deployed for the project along with copies of the certifications, valid company ID	
	The bidder should have local support in MMR region	Self-declaration by bidder with office address within MMR region.	
	The bidder should have not been blacklisted for security or for any other reason by any State / Central Government Department/ Organization and Educational Institute in India or by any public sector unit in India to date.	Self-declaration on Company letter head as per the format provided in the ANNEXURE-A3	
	The bidder should have valid documentary proof of GST registration number.	GST registration number	

Tender No. SINE/CoE/2022-23/02/EPBAX

**SECTION IV - TECHNICAL BID EVALUATION CRITERIA**

- 1) Enclosed is the Bidder's Information. **Annexure A1.**
- 2) The Bidder 's should have to submit quoted make and model details (out of mentioned approved make in the tender BOQ line item only). **Annexure A2.**
- 3) The Bidder's must **not be blacklisted/Suspended** or any service-related dispute with any organizations/ Government/ Banks in India or outside India. Self-declaration shall be submitted by an agency. **Annexure A3.**
- 4) The bidder should have sufficient technical skilled manpower having requisite experience, machinery, equipment's, accessories, and other infrastructure facilities to complete the work in time as applicable for this work.
- 5) Bidders are required to submit a Product Genuine Certificate, also known as a Manufacturer Authentication Form (MAF), for all major equipment, which includes (EPBAX system, IP Phones etc.). The certificate should include a product description that has been duly stamped and signed by the OEM, as well as contact information (mobile/email ID) for the authorised official of the OEM. If the Bidder is unable to provide MAF under any circumstances, the competent authority of the SINE reserves the right to debar the Bidder from the tendering process and will not be considered for the technical evaluation and not open the Financial/Price bid of the concerned Bidder.
- 6) The bidders must have completed at least two projects directly for at least Rs. 50 lakhs in the previous three years. Before the project can begin, the appointed EPBAX bidder must submit Audited documents. If the appointed EPBAX bidder is unable to provide details under any circumstances, the competent authority of SINE reserves the right to debar the appointed bidder. **-Annexure A4**
- 7) If the bidder does not have any previous experience or has not provided any previous supply order information for the same equipment proposed in the bid, SINE reserves the right to disqualify the Bidder from the tendering process and will not open the Financial/Price bid of the concerned Bidder.

**Tender No. SINE/CoE/2022-23/02/EPBAX**

**SECTION V - GENERAL INSTRUCTIONS AND CONDITIONS OF CONTRACT**

1. All works proposed for execution by contractor will be notified in the form of invitation to tender. The form will state the work to be carried out, as well as the date for submitting and opening tenders, also the amount of Earnest Money Deposit (EMD), to be deposited with the tender and the percentages, designs and drawings and any other document required in connection with the work, signed for the purpose of identification by SINE authority shall also be available for the contractor at the office of the SINE during office hours.
2. A tender by a firm must be signed by the authorised person thereof, or, in the event of the absence of authorised person, it must be signed on behalf by a person holding a power of attorney authorizing him to do so, such power of attorney is to be produced with the tender.
3. SINE authority, or its duly authorised person will open the Tenders/Physical Bids in the presence of SINE committee, who may be present at the time. Only the technically qualified bidders will be informed about the financial bid opening. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon form the part of Security Deposit and signed copies of the specifications and other documents mentioned hereof shall form the part of Agreement.
4. In the event of a tender being rejected, the earnest money, if any forwarded with such unaccepted tender shall thereupon be returned to the contractor(s). If the concerned contractor will be absent at the time of bid opening, email information regarding collection of EMD will be sent.
5. The Officer/SINE inviting tenders shall have the right to reject all or any of the tenders and will not be bound to accept the lowest tender. The officer/SINE reserves all the rights for rejecting tender, is not bound to share any causes/reasons with the participating bidder or contractor.
6. The work is to be carried out with due diligence and all work expected is to be done in a professional manner. The material used when supplied by the bidder, to be of the best of the several kinds procurable and in all cases is to be subject to the approval of SINE authority or its authorised person for the time being, whose decisions as to the rate of progress and the quality of work or material shall be final.
7. The SINE authority may put an end to this agreement at their option at any time, and in the case of non-standard work or material, SINE authority may remove the same and have it replaced deducting the value of the work rejected or material removed or the cost of replacing the same as they may think proper from any amount due or that may become due so from the Contractor.
8. If the contractor/s or his/their work people or servants shall break, deface, injure or destroy any part of the building in which they may be working or any building, road, road kerbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or any cultivated ground contiguous to the premises on which the work or any party of it is being executed, or if any damage shall happen to the work while in progress from any cause whatever or any imperfections become apparent in it within three months after a certificate final or other of its completion shall have been given, the contractor/s shall make good the same at his/their own expenses, and in the event of his/their refusing / or failing to do so, the damage shall be repaired at his/their expense by SINE authority who shall deduct the cost including supervision charge @23.75% from any sums due, or which become due to the contractor/s.

**Tender No. SINE/CoE/2022-23/02/EPBAX**

9. Contractors will ensure the below:
- No labour below the age of eighteen years shall be employed at the work.
  - The contractors who are engaging persons more than twenty should get labour license from competent authority and act according to the rules and regulations.
  - The contractor should not engage persons below 18 years old and should pay the wages to the persons as per the minimum wages act and circular issued by the Regional Labour Commissioner, Mumbai and to maintain registers/books /display boards as required and obtain signature of the SINE authority / site supervisor of IIT Bombay. The contractor will be fully held responsible for non-compliance of the above.
  - In case of any accident / incident, the contractor will be fully held responsible for that and should get the Workman compensation/ Insurance/ group Insurance/ESIS scheme. SINE will not be held responsible for any compensation. The contractor should file returns in the office of the Assistant Labour Commissioner (Central), Sion, Mumbai-22, after completion of said work.
  - Workers/ technicians are not allowed to have liquor/ party at site.
  - The contractor should ensure that all workers engaged by him are fully vaccinated (both doses) against COVID-19. Any lapse on this account, leading to spread of virus, the contractor will be liable for further expenses towards treatment if any.
10. Any applicable taxes/cess as per Government directives shall be deducted from each bill paid to the contractor from time to time.
11. Injury to persons of the contractor : The contractor shall be liable for and shall indemnify the owner against any liability loss, claim or processing whatsoever arising under any states or at common law in respect of personal injury to or the death of any persons whomsoever arising out of and in the course of or caused by while carrying out the work, unless due to any act of neglect of the owner or of any persons for whom the owner is responsible for that he should give ESIC benefit to the worker/employee as per the Act of the Employee's State Insurance Corporation.
12. The contractor shall pay not less than fair wages to labourers engaged by him on the work.

Explanation:

- Fair wages means, wages whether for time or work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Maharashtra Govt. notified by them from time to time. The wages shall not be less than the minimum rates of wages fixed by the Government for the case or employees engaged in the same type of work in the same area.
- The contractor shall not withstand the provisions of any contract to the contrary, cause to be paid fair wage to labourers indirectly engaged on the work, including any labour engaged by his sub-contractor in connection with the said work, as if the labourers had been immediately employed by him.
- In respect of all labour directly or indirectly employed in the work for performance of the contract or part of this agreement the contractor shall comply with or cause to be complied

**Tender No. SINE/CoE/2022-23/02/EPBAX**

with labour Regulations made by Government of India from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages at paid and deductions authorized, maintenance of wages books, wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

- d) SINE, shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons on non-fulfillment of the conditions of the contract for the benefit of the workers nonpayment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.
- e) Under the provisions of the Minimum Wages Act, 1948 including amendments and the Minimum Wages (Central) Rules, 1950 the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days continuous work. The minimum rate of wages shall include payment of such working day of rest. In the event of default, the SINE shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labourers and pay the same to the persons entitled thereto from any money due to the contractor by the SINE.
- f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be, breach of his contract.

**13. Compensation for Delay:**

Time is the essence of the contract and shall be reckoned from the 10th day after the date of which the order to commence the work is issued to the contractor. The work shall be proceeded throughout the stipulated period of contract with all the diligence and contractor shall pay amount equal to one fourth percent (¼%) of the value of the work order/final amount as compensation for delay attributable to the contractor for every week after the expiry of the said time subject to maximum 10% of the above value. It may be noted that compensation will not be levied to the contractor for the delay Not attributable to the contractor. The work extension maybe granted by SINE authority only after/ incase equipment delay from OEM.

**14. Termination of Contract:**

The competent authority of SINE accepting the tender may without prejudice to his right against the contractor in any respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of contract and without prejudice to any rights or remedies under the provisions of this contract or otherwise and whether the date of completion has or has not elapsed, by notice in writing, absolutely determine the contract in any of the following cases:

- a) If the contractor having been given by SINE/ SINE's authorized person seven days' notice to rectify, reconstruct or replace any defective work or that work is being performed in any inefficient or otherwise improper or un-workmanship like manner, shall delay or suspend the execution of work and in the opinion of the SINE will be unable to secure completion of work by the date for completion or he has failed to complete the work by that date.
- b) If the contractor being a Company, passes a resolution or the Court shall make order that Company shall be wound up or any instructions are received from Income Tax Department or any Government Organization,

**Tender No. SINE/CoE/2022-23/02/EPBAX**

- c) If the contractor commits breach of any of the terms and conditions of the contract.
- d) If the contractor becomes insolvent when the contractor has made himself liable for action under any of the cases aforesaid the SINE shall act as under: -
- i. To determine or rescind the contract and upon such determination or rescission, Security Deposit (SD) of the contract shall be liable to be forfeited and shall be at the disposal of SINE.
  - ii. To carry out the balance work through another agency and recover the balance amount arising out of difference between the latter rate and former rate from the original selected bidder, from any amount payable to him/her including Earnest Money, any valid bills payable, security deposit or any amount payable to him/her for any other work.
  - iii. To take possession all or any tools, plants, materials and stores in or upon the works or site thereof belonging to the contractor and procured by the contractor and intended to be used for execution of work and give due credit while settling account or give requisite notice to remove all such materials failing which shall take action to either remove them from the site of work at the contractor's expense or sell them by auction on account of the contractor at his risk and cost.

**15. Extension of time:**

If the contractor shall desire any extension of time for the completion of work on the grounds of his having unavoidably hindered in its execution or any other ground, he shall apply in writing to SINE within 7 days from the date of such hindrance on account of which he desires such extension (which shall be final) on reasonable grounds be shown. Therefore, authorization of such an extension of time, if any as may be, in his opinion be necessary or proper to keep the contract active. Recommendation/ decision of the SINE authority to grant such extension with or without levy of compensation shall deemed to be final and binding.

16. The Warranties for the product offered should as per the warranty period given in the Bill of quantities (BoQ).

**17. Defect liability period (DLP):**

The DLP for the work done should be for the period **12 Months** from date of handing over of the entire work. The contractor has to provide the performance guarantee bond for the period of DLP at the time of submission of valid final bill. This performance guarantee shall not be refunded before the end of 12 months / DLP period.

**18. Settlement of Disputes Arbitration:**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the

**Tender No. SINE/CoE/2022-23/02/EPBAX**

sole arbitration of the person appointed by the SINE authority at the time of dispute. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason SINE authority shall appoint another person to act as arbitrator in accordance with the terms of the contract. It is a term of this contract that no person other than a person appointed by SINE authority as aforesaid should act as arbitrator.

In all cases where the amount of the claim in dispute is Rs. 50,000.00 (Rupees fifty thousand only) and above, the arbitrator shall give reasons for the award.

Subjects as aforesaid the provisions of the Arbitration and conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

It is the term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. Provided further that the contractor shall demand reference to arbitration within 90 days of the payment of the final bill and if no such demand is made this arbitration clause shall not be applicable to the dispute relating to the work covered by the contract and the remedy of reference to arbitration shall not be available to the contractor.

**19. Deviation Limit:**

The deviation limit in quantities to be executed shall be upto a maximum of 25% (Twenty-five percent) at rates in the order and those more than that limit shall be determined and decided mutually before execution.

**20. Tax And Duties:**

a) Between SINE and Contractor(L1):

- i. TDS will be deducted as per the income tax act and tax rate applicable.
- ii. Any applicable taxes/cess as per Government directives shall be deducted from each bill paid to the contractor from time to time.

b) Contractor(L1) and its third-party vendor

The contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Goods to the Procuring Entity. Further instruction, if any, shall be as provided in the contract. If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.

**21. Procedure for submission of bills of work for payment:**

The measurements and abstract should be prepared using macros in excel format on their letterhead, manual computation should be totally avoided. If called upon by SINE, the contractor should submit soft copies of the valid bills to facilitate checking of the same. The valid bills will be processed for payment after following approved procedure for their checking and verification at various stages, a soft copy also may be produced for verification & checking.

**Tender No. SINE/CoE/2022-23/02/EPBAX**

**22. Payments:**

- a) Society for Innovation and Entrepreneurship (SINE) IIT Bombay do not make any advance payment to contractors. Any request of Advance payment will be rejected summarily. In case it is necessary, advance payment will be paid strictly against Bank Guarantee only.
  - b) The quantity of work executed shall be measured and payments made usually once a month and/or on the completion of the work. On termination of this agreement, final measurements will be made, and the accounts adjusted accordingly.
  - c) Performance Security Deposit –
    - i) Bidder availing exemption for Earnest Money Deposit (EMD) against MSME/NSIC certificate will have to submit Performance Security Deposit in the form of Demand Draft (Mandatory) in case the bidder is selected as L1 and the tender is awarded to them. This performance security of **Rs. 25,000/-** should be submitted within 14 days of the receipt of work/purchase order.
    - ii) SINE/SINE authority at the time of making any payments to the contractor for work done in pursuance of the acceptance of his tender will deduct five percent (5%) on all valid bills submitted and will hold such money as performance security for the due performance by contractor of the work hereby tendered for. It is also hereby agreed that any sum of the money payable by the contractor, to the SINE in connection with this work may be released from the amount deducted as aforesaid or from any sums which may be due or become due to contractor by SINE or any account whatsoever.
    - iii) The Earnest money deposit paid at the time of tender or submitted late for the L1 bidder, will be released after submission of final bill as applicable. Earnest Money Deposit (EMD) will be interest free.
    - iv) The performance security deposit (5%) withheld will be released to the L1 bidder on receipt of the final bill and the performance bank guarantee (5%) submitted for the DLP or may be withheld for the DLP period (as given in clause no. 24).
  - d) One bill shall be paid to the contractor per month based on acceptance of joint measurements taken with the representative of the contractor and SINE. The final bill shall be submitted by the contractor or shall be recorded and processed for the payment within 3 months of the submission of the bill or completion of work in all respects, whichever is later. No extra item or substituted items of work shall be carried out unless prior approval in writing has been received by the contractor of such rates submitted by him.
  - e) Payment will be withheld if defective work is not remedied/failure of the contractor. Payment will be deducted if the work is not done in accordance with the contract including the not corrected/ damaged/ defective work. SINE will be indemnified from all the claims made by the contractor or any third party or sub-contractor associated for the execution of the tendered work.
23. The contractor whose tender is accepted will also be required to furnish DLP Security deposit/Bank Guarantee of 5% (five percent) of the amount of work order for DLP (Defect Liability Period) of 12 months (Twelve months) from the date of commissioning/ handing over of the work.

**Tender No. SINE/CoE/2022-23/02/EPBAX**

- i) The DLP security deposit will be retained by way of deductions done from the valid bills of contractor at the rate mentioned above clause no. 23 (c) (ii). The security deposit will be withheld for the period of DLP. This security deposit will be paid/released after the successful completion of DLP. The security deposit amount will be interest free.

OR

- ii) If the DLP security deposit is given as a bank guarantee, then it should be from a Nationalized Bank/ Scheduled bank only. The bank guarantee shall be valid for period of DLP, and it will be accepted with the final bill.
- iii) The DLP security deposit will not be refunded before the end of the 12 months / DLP period.
- iv) DLP Security deposit will be recommended for release on receipt of written request from the contractor subject to clearing of all defects intimated during the guarantee period/defect liability period. In case of Bank guarantee the validity/period is to be extended as and when required until clearance of the defects.
24. Over payment if any noticed upto a period of 1 year from the date of final bill submitted by the contractor or DLP period whichever is later will be recovered/deducted from the payment due to the contractor from SINE or any other source or by other means.
25. The contractor should submit the payment undertaking from their sub-contractors/vendors involved in the supplying/execution of the tendered work, to SINE along with the submission of running/final bill as applicable.
26. The tendered work will not be outsourced to the third-party contractor.
27. The quantity given is approximate and may vary before/during execution. The items may be deleted before/during execution. The quote rate items may be operated for execution if required/used for deducting the rate wherever applicable.
28. Refund of interest free Earnest Money Deposit (EMD) to the unsuccessful bidders will be released after the expiry of validity period or issue of work order whichever is earlier.
29. All approvals are subject to the condition that equipment's and works are as per specification of the work order under which all items are clearly indicated. This is irrespective of the fact whether the same are shown in the drawing or not.
30. All the items, whether specifically mentioned or not but which are required or usual to make a complete working and to ensure safe and satisfactory operation are to be provided by contractor without any extra charge.
31. The contractor/vendor must work with the other contractor closely at each step of execution of work right from the beginning.
32. Inventory and as built drawing should be submitted in triplicate along with final bill without any extra cost.

**Tender No. SINE/CoE/2022-23/02/EPBAX**

33. The agreement for the contract is to be made on a stamped paper of appropriate value by the successful contractor for the value of work order exceeding “Rupees Five Lakhs”. In the case of value less than Rs.5 Lakhs tender documents signed by the contractor while submitting the tender and correspondences if done subsequently, will be treated as agreement. It is therefore impressed upon all tenders to fill up the tender properly duly signed in all pages with stamp including the witness wherever required. Alternatively, the successful bidder is to make his own arrangement for making the preparation of the agreement document complete.

**Tender No. SINE/CoE/2022-23/02/EPBAX**

**SECTION VI - SPECIAL CONDITIONS**

1. SINE/ Competent authority of SINE reserves all rights of this tender.
2. It is the responsibility of the EPBAX Bidder to visit the site and concur and weighted BOQ before participating in tender. EPBAX is fully responsible for making said BOQ/EPBAX system fully functional.
3. The DLP for the work done should be for the period **12 Months** from date of handing over of the entire work. The contractor must provide the DLP security deposit shall be in the form of performance guarantee bond, or the security deposit (5%) deducted during the valid bill payment will be withheld for the period of DLP at the time of submission of valid final bill. This performance guarantee will not be refunded before the end of 12 months / DLP period.
4. The EPBAX is responsible for all conduits, trunking/raceways, cables, and laying required for EPBAX work. The work should be done in such a way that it does not interfere with other utilities and should be approved by a SINE authorised person before work begins.
5. After the SINE's competent authority has approved all the makes and models, the appointed EPBAX vendor will be allowed to work on the project. SINE reserves the right to select any make and model that meets the BOQ specification.
6. The appointed EPBAX vendor should assign at least one qualified engineer with minimum 1 year of experience in EPBAX installation and at least 2 technicians to the job site until the work is completed. The contractor must submit relevant documents for the same on or before the submission of running or final valid bills.
7. The contractor shall abide by all security regulations issued by the Security staff of IIT Bombay/ Competent authority of SINE from time to time and as per rules appended herewith.
8. The rates quoted by the bidder shall include all taxes, duties and no extra shall be paid on this account. Similarly, no price escalation during the tenure of the contract for the extended period permitted by SINE shall be allowed and the rates quoted in the contract shall be firm for the contract.
9. Sufficient care should be taken by the contractor of brick walls, floor, glass windows etc. while carrying out the works. Any damage done to the SINE property shall be rectified by the contractor at his own expenses.
10. The contractor shall remove all surplus materials, debris etc. out of the site from the site of work on completion of work and will hand over the site clean before the processing of final bill.
11. All contractors are to make their own arrangement for all tools, working materials such as stool, chair, table etc. and if at all any of the above item is required to be used, it should be done with the permission of the user and the user should be told or shown before leaving for the day. It is also taken to notice that if any damage is done to the above property, the same is to be replaced by the contractor at the contractor's cost or else the same will be deducted from the bill.
12. SINE authority will scrap the tender at any stage and are not responsible for providing any justification to any Contractor.
13. The participants agree on all the points and have no objection at any circumstances (Participants have stamped and signed all the documents of the tender).

Tender No. SINE/CoE/2022-23/02/EPBAX

**SECTION VII - CONDITIONS OF WORKING IN RESTRICTED AREAS/ SECURITY**

The following conditions shall be followed for working within the restricted areas and for security.

**1. Visit to site within the restricted areas:**

Permission to enter the restricted areas at the time of submission of tenders can be obtained through the SINE authority. Bidders are advised to send prior intimation to the SINE authority about the particulars of their agents, representatives, etc. so that necessary arrangements may be made by him to secure admission. Whether a bidder visits the site or not he shall be deemed to have full knowledge of the restrictions on entry, exit from and working within the restricted areas.

**2. Entry and Exit:**

The contractor, his agents, representatives, workmen, etc. and his materials, carts, trucks or other means of transport, etc. will be allowed to enter through and leave from only such gate or gates and at such times as the SINE/ SINE authority in charge of the restricted area may, at their sole discretion, permit. The contractor's authorised representatives, if required, are to be present at the places of entry and exit for the purpose of identifying his carts, trucks, etc. to the personnel in charge of the security of the restricted area.

**3. Temporary Identity Permits:**

The contractor or his representatives/site in charge, overseers and other regular staff are required individually to be in possession of identity cards or temporary entry permit which will be issued by the security section on the recommendation of SINE. Regarding casual laborer's, skilled workers engaged in the execution of the work, the following procedures shall be followed:

The casual/skilled workers who will be engaged by the contractor shall be allowed to enter IIT Bombay premises through gate, on production of daily attendance card which will be marked by the authorised representative of the contractor before entering at the security gate. The security officer shall have authority not to allow any labourers who do not possess the marked mustered roll cards/ valid identity proof issued by Government of India. The labourers working and moving on the campus should always carry the muster roll card with them for the identification. Contractor shall be responsible for the conduct and action of his workmen/agent or representative at all times.

**4. Movement of contractors' materials:**

Any materials which are removed from the site of works and are required to be taken out from the IIT campus, the contractor should follow the following procedures. The contractor shall apply in writing to SINE, the details of the materials to be removed including those which are rejected etc. This application shall be endorsed by SINE/ competent authority of SINE. The materials shall only be allowed to go out of IIT campus after counter signature of the security officer and checked at the gate. No materials/tools will be allowed to be brought on holidays/Saturdays/Sundays inside the campus. Contractors can bring the materials/tools/between 0900 hours and 1700 hours on any working day (Monday to Friday). This may please be noted.

**Tender No. SINE/CoE/2022-23/02/EPBAX**

**5. Search:**

Thorough searches of all persons and transport shall be carried out at each gate and for as many times as the gate is used for entry or exit and may also be carried out at any time or any number of times at the works site within the restricted area.

**6. Working Hours:**

The units controlling restricted areas usually work during five days in the week and remain closed on Saturdays and Sundays. The working hours available to the contractor's labour and staff are however appreciably reduced because of the time of entry and exit during working hours. The exact working hours, working days and non-working days observed for the restricted areas where works are to be carried out shall be deemed to have been ascertained by the contractor before submitting the tender. The bidder's attention is drawn to the fact that the total number of working hours for units is prescribed in regulations and no work beyond the prescribed working hours shall be permitted.

**7. Work on holidays**

The contractor shall not carry out any work on declared holidays of SINE and other non-working days unless he is expressly authorised in writing to do so by the SINE authority.

Access to restricted areas after completion of work:

After the works are completed and surplus stores etc, removed, the contractor, his agents, representatives, or workmen etc, may not be allowed any access to the restricted area except for attending to any rectification of defects pointed out to him by SINE or his representatives.

**8. Fire / Safety Precautions:**

The contractor, his agents, representatives, workmen etc, shall strictly observe the orders (As per government norms), pertaining to fire/safety precautions prevailing within the restricted area.

Tender No. SINE/CoE/2022-23/02/EPBAX

**SECTION VIII – TECHNICAL SPECIFICATION**

SR. No.	Specifications	QTY	UOM
1	<p>Supply, Installation, Testing and Commissioning of Pure SIP based IP-PBX System configured for 8 Analog Trunk Lines Connectivity, Open VPN SIP Trunk, Managed SIP Trunk, 150 Analog Extensions and 500 SIP user Extension. Physical interface: 1 X WAN, 4x LAN, 1 X USB for Call Recording, and Power Supply. External Adaptor. It should have provision for SIP Extensions up to 1000 without any hardware add on or modification in CPU. For analog extensions connectivity system should have provision of FXS gateway in multiples of 32 port. The telephony system should have min. 4 Ethernet ports 10/100/1000 to SIP Trunk, Local Network and VoIP Traffic Management. The system should support DTMF and FXS option for Analog Telephone Instrument. It should have built in Meet Me Conference bridge up to 30 and each Conference room should support 30 participants. System should support WebRTC browser based calling and MQTT/Web Socket for 3<sup>rd</sup> Party Application Integration. Telephony system should support up to 128 simultaneous calls, min 30 peer to peer Video calls and 50,000 CDR records of incoming /Outgoing calls. Telephony system should support basic UC features such as Call Parking, Follow Me, Find Me, Boss –Secretary Feature, Call Pick Up, Ring Group, Call Queue, Call Forward, Call Transfer, Call Hold. The OEM must comply with ISO 9001:2015 certification in all the company’s activities. The OEM must comply with ISO 14001: 2015 certification. Product should have valid MAC ID authorised by IEEE on the name of Manufacturer /OEM. The products should comply with TEC and RoHS directives.</p> <p>(Make: Neron/ Alcatel/ Grandstream/AVAYA/Tadiran)</p>	1	Nos
2.	<p>Supply, Installation, Testing &amp; Commissioning of IP Phones with Caller ID and Display. Screen, Power: PoE Enabled, 2 SIP Accounts, 10/100/1000 Mbps Gigabit Ethernet Ports.</p> <p><b>Specifications for IP Phone for Users:</b></p> <ul style="list-style-type: none"> <li>• 128 x 64 –pixel Graphical LCD (3.1 Inch)</li> <li>• 2 SIP Accounts</li> <li>• 2 DSS / BLF Keys</li> <li>• HD Voice</li> </ul>	50	Nos

Tender No. SINE/CoE/2022-23/02/EPBAX

	<ul style="list-style-type: none"> <li>• Opus Codec</li> <li>• 2 x 10 x 1000 Mbps Ethernet Port PoE</li> <li>• Stand with 3 Adjustable angles.</li> <li>• 2.4Ghz Wi-Fi</li> <li>• Wall Mountable</li> <li>• Phone Book (2000 Records)</li> <li>• XML/LDAP Remote Phonebook</li> <li>• 3 Feature Keys: Headset, Mute, Hands-free speaker phone</li> <li>• 4 Context Sensitive Keys</li> <li>• 2 Line keys, Function such as navigation, Call Appearance, feature status</li> <li>• Volume Control Keys</li> <li>• Power Over Ethernet (IEEE 802.3af)</li> <li>• 1 x RJ9 Handset port</li> <li>• 1 xRJ9 Headset port</li> <li>• DC Power Jack with adapter</li> <li>• Codec: G.722, G.711(A/μ), G.729, G.726, G.723</li> <li>• DTMF: In-band, Out-of-band (RFC 2833) and SIP INFO</li> <li>• Full Duplex Speakerphone with VAD, CNG, AEC, AJB &amp; AGC</li> <li>• Power Consumption 1W(Typical)</li> <li>• Operating Temperature: 0°C to 45°C</li> <li>• Operating Humidity: 10 ~ 95%</li> </ul> <p>(Make: Neron/ Alcatel/ Grandstream/AVAYA/Tadiran)</p>		
<p>3.</p>	<p><b>Supply, Installation, Testing &amp; Commissioning of Analog Push Button Telephones without Display.</b></p> <p>Specifications for Desk Top Analog Phone</p> <ul style="list-style-type: none"> <li>• Redial</li> <li>• Ringer /Volume Control</li> <li>• Flash</li> <li>• Pause</li> <li>• Mute</li> <li>• Tone/Pulse Through Switch</li> <li>• Desk/ Wall Mountable</li> <li>• Operating Humidity: 10 ~ 95%</li> </ul> <p>(Make: Panasonic/CISCO/NEC)</p>	<p>90</p>	<p>Nos</p>

Tender No. SINE/CoE/2022-23/02/EPBAX

<p>4.</p>	<p><b>Supply, Installation, Testing &amp; Commissioning of Operator cum Maintenance Console</b></p> <p>Specification for IP based Operator console</p> <ul style="list-style-type: none"> <li>• 2 x 10/1000 Mbps LAN &amp; PC Ports</li> <li>• Graphical LCD with Backlit</li> <li>• LED for Incoming/Ongoing Call, Mute, Hold</li> <li>• Add on 32 key module support, maximum key. modules shall be supported.</li> <li>• Should be possible to connect additional key modules up to 128 keys.</li> <li>• Intuitive User Interface with Icons</li> <li>• Multiple Languages Caller ID with Name, Number</li> <li>• 45 or more keys including 4 Context Sensitive Hard Keys</li> <li>• RJ9 Handset Port</li> <li>• RJ9 Headset Port</li> <li>• 3.5 mm Headset Port</li> <li>• Installation: Wall Mount, Table-top</li> <li>• CE, FCC-15, RoHS</li> <li>• Power over Ethernet (IEEE 802.3af)</li> <li>• Power Consumption: 5W (Typical)</li> <li>• Connector: DC Power Jack, 5VDC/600mA</li> <li>• Operating Temperature Range =0 to 45°C</li> <li>• Storage Temperature = 0 to 55°C</li> <li>• Message wait Lamp, Ringer Lamp, Voice Mail, Call Pickup – Group and Selective, Paging</li> <li>• Mute, Call Hold, Do Not Disturb, Speed Dial, Hotline,</li> <li>• Redial, Call Back, Auto Answer, Call Forward, Call</li> <li>• Waiting, Call Transfer, Room Monitoring, Conference,</li> <li>• Directory, Call Logs, Paging Dial-by-Name</li> </ul> <p>(Make: Neron/Alcatel/ Grandstream/Avaya/ Tadiran)</p>	<p>1</p>	<p>Nos</p>
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Tender No. SINE/CoE/2022-23/02/EPBAX

**SECTION VIII - ANNEXURE A1: BIDDER'S INFORMATION**

(On Company / firm's Letterhead)

<b>Details of the bidders:</b>		
1.	Name of the bidder	
2.	Address of the bidder	
3.	Status of the Company (Public Ltd./ Pvt. Ltd., Partnership/Proprietary firm)	
4.	Valid Sales Tax Registration No. (if applicable)	
5.	Valid GST Registration No.	
6.	Details of the Incorporation of the Company	Date:
		Ref. Document:
7.	Permanent Account No. (PAN)	
8.	Turn Over of Company	
9.	Name & Designation of the Contact person to whom all references shall be made regarding this tender.	
10.	Telephone No. (with STD Code)	
11.	Email Address of the Contact person	
12.	Fax No. (with STD Code)	
13.	Main Partner Name & Contact No.	

Tender RFQ no. SINE/CoE/2021-22/01/AV

**SECTION IX - ANNEXURE A2: QUOTED MAKE AND MODEL DETAILS**

(Out of mentioned approved make in the tender BOQ line item only. If required can add a copy of this table to accommodate entire BOQ items.)

(On Company / firm's Letterhead)

Item No. (As provided BOQ)	per Short Description of item	Make	Model	MAF Provide (YES/NO/NA) (As per Technical Bid Evaluation Criteria 3)

Tender RFQ no. SINE/CoE/2021-22/01/AV

**SECTION X - ANNEXURE A3: DECLARATION (Not Blacklisted)**

**To whomsoever it may concern**

I ..... authorized signatory of  
M/s....., with office  
address .....  
declares that our company M/s ..... has not  
been ever blacklisted or suspended from any work from any organization/ Govt.  
Organizations/ Bank in India or outside India. If ever found otherwise our registration can be  
cancelled from Society for Innovation & Entrepreneurship and Earnest Money Deposit,  
Security deposit or any pending due may be withheld indefinitely.

Signature with stamp (company seal)

**Tender No. SINE/CoE/2022-23/02/EPBAX**

**SECTION XI - ANNEXURE A4: PREVIOUS SUPPLY ORDER INFORMATION**

Please quote the best minimum prices applicable for a premier Educational and Research Institution. The bidder must provide information on at least two purchase orders of the value Rs. 2-5 lakhs for identical or similar equipment bidder for and supplied to Government institutions/ other organisation as per the format below, as well as the final price paid and details. (To be enclosed in the Technical Bid)

It is mandatory to submit the previous supply orders supplied by the bidder and it should be related to the proposed equipment bid for in this tender for the purpose of technical evaluation and performance/reference check that may be done by SINE.

**Previous Supply Orders**

**Name of the Firm** \_\_\_\_\_

Order placed by (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered equipment	Value of Order	Date of completion of delivery as per contract	Remarks indicating reasons for late delivery, if any and justification for price difference of them supply order & those quoted to us	Has the Equipment being installed satisfactorily (Attach a Certificate from the Purchaser/ Consigner)	Contact Person along with Telephone No., Fax No. and e-mail address.

Signature and Seal of the Manufacturer / Bidder \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Tender No. SINE/CoE/2022-23/02/EPBAX

**SECTION XII - COMPANY DECLARATION FOR PRE-QUALIFICATION CRITERIA**

(On applicant Company's Letterhead)

To  
 Society for Innovation & Entrepreneurship  
 IIT Bombay,  
 Powai, Mumbai

**Subject:** Supply, Installation, Testing and Commissioning of the EPBAX system at SINE.

We would like to clearly state that we qualify for this work as our company meets all the eligibility criteria of the tender. The details are as under:

Sr. No.	Description	Details	Documents submitted (Yes /No)
1.	Manufacturer Authentication Form (MAF) compulsory for all major equipment, which includes (EPBAX Network Camera, NVR,) Certificate includes product description with duly stamped and signed from OEM as well as contact details (mobile/email ID) of the authorized officials of OEM		
2.	Bidder should have to submit Single Line Diagram (SLD)		
3.	Enclose Bidder's Information. <b>Annexure A1.</b>		
4.	Quoted make and model details (out of mentioned approved make in the tender BOQ line item only). <b>Annexure A2.</b>		
5.	The bidder must <b>not be blacklisted/Suspended</b> or any service-related dispute with any organization/Govt. Organizations/ Bank in India or outside India. Self-declaration shall be submitted by an agency. <b>Annexure A3.</b>		
6.	Previous supply order information. <b>Annexure A4</b>		
7.	Duly signed copy of Tender part 1 – Technical Bid as a token of acceptance of all the terms & conditions.		

Tender No. SINE/CoE/2022-23/02/EPBAX

**SECTION XIII - ARTICLES OF AGREEMENT**

**Contract Agreement for the work of “.....”**

Articles of agreement made at SINE this.... ..... day of .....20...., between Society for Innovation & Entrepreneurship, IIT Bombay under the act of Society Registration Act 1860, and having its administrative Office in CSRE building 3<sup>rd</sup> floor, IIT Bombay, Powai, Mumbai-400 076, (herein after called SINE) of the one part and M/S. ...., whose office is situated at ..... - hereinafter called “the Contractor”) of the other part.

**WHEREAS**

The SINE being desirous of having provided and executed certain works mentioned enumerated or referred to in the work order no: ..... dated ..... for works mentioned, drawings and other correspondences constituting the quotation and acceptance thereof, copy to be annexed all of which are designed to form part of this contract and are included in the term “CONTRACT” herein used.

**AND WHEREAS**

SINE accepted the tender of the contractor for the provisions and the execution of the said work at the rate stated in the work order of description of works (Herein after called “Schedule Rates”) upon the terms and subject to the conditions of contract.

**Now this Agreement witness, and it is hereby agreed by and between the parties and as follows:**

1. The documents which form part of the contract will be the Work order no. .... description of work, specifications, drawings and other documents, constituting the quotation and acceptance thereof, it is further agreed that the above work order shall constitute the contract between the parties.
2. SINE will pay the Contractor the sum of Rs..... /- (Rupees ..... only) (hereinafter referred to as “the contract Sum”) of such other sum as shall become payable here under at the times and in the manner specified in the said conditions.
3. In consideration of the payments to be made to the contractor for the works to be executed by him, the contractor shall and will duly provide, execute, and complete the work ..... per the time limit mentioned in the correspondences and shall maintain the same at his own cost for the defect liability period, thereafter, perform all such acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said work and at the times and the manner and subject to the terms and conditions or stipulations mentioned in the contract.
4. In consideration of the due provision, execution and completion of the said work, SINE does hereby agree with the contractor that SINE will pay to the contractor in the respective amount for the work actually done by him at the rate quoted and accepted by SINE such other sums may become payable to the contractor under the provisions of the contract, such payment to be made at such time and in such manner as provided for in the agreement.

**Tender No. SINE/CoE/2022-23/02/EPBAX**

5. In consideration of the due provision, execution and completion of the said work and contractor does hereby agree to pay to the SINE the sum as may be due to the SINE for the services if any rendered by the SINE to the contractor and such other sum or sums as may become payable to the SINE towards loss, damage to the SINE's equipment, material, plant and machinery including those hired to the contractor if any as set forth in the said conditions of contract, such payment to be made at such time and in such manner as provided in the contract .
6. Any dispute/difference on agreement of this contract Arbitration valuable provisions of the arbitration and Act 1996. The venue of arbitration shall be at Mumbai. The language of Arbitration shall be English.
7. All disputes arising out of or any in connection with this agreement or concerning thereto shall be deemed to have arisen in Mumbai and the same will be referred to the sole arbitration of CEO, SINE/ SINE Competent authority for the decision and his/her decision will be final and binding.

In witness whereas the parties have accepted these presents in duplicate the day and the year first mentioned above.

Signed and delivered for and on behalf of SINE

Signature.....

Designation: CEO  
 SINE IIT Bombay, Powai, Mumbai – 400 076.

In the presence of witness

1)..... 2). .....

Address: Address:

Signed and delivered for and on behalf of Contractor:

Signature.....

Designation.....

In the presence of witness:

Name: 1). ..... 2). .....

Address: 1) ..... 2). .....