



INDIAN INSTITUTE OF TECHNOLOGY KANPUR

KALYANPUR, KANPUR 208016 (U.P.)

SECURITY SECTION

TENDER DOCUMENT

FOR

PURCHASE OF

**RFID INTEGRATED
AUTOMATIC TOLL TYPE BOOM BARRIER**

Tender No: Security/IITK/AHTBB/2019-20 Dated 05.03.2020

BID DOCUMENT

Online bids (Technical & Financial) from eligible bidders which are valid for a period of 120 days from the date of Technical Bid opening (i.e. 05.03.2020) are invited for and on behalf of the Assistant Registrar, IIT Kanpur for “**RFID integrated automatic toll type boom barrier & its Annual Maintenance Contract**”.

Name of Work	Online Fully Automatic RFID integrated toll type boom barrier & its Annual Maintenance Contract
Date of Publishing	05.03.2020 (17:00 hrs)
<i>Clarification Start Date and Time</i>	05.03.2020 (17:00 hrs)
<i>Clarification End Date and Time</i>	25.03.2020 (17:00 hrs)
<i>Queries (if any)</i>	No queries will be entertained after clarification end date and time: 25.03.2020 (17:00 hrs)
Bid Submission Start Date	05.03.2020 (17:00 hrs)
<i>Last Date and time of uploading of Bids</i>	25.03.2020(17:00 hrs) 03 weeks from publication
EMD amount	Rs. 20,000/-
<i>Last Date and time of submitting , EMD and other documents</i>	26.03.2020 (17:00 hrs)
<i>Pre-Bid Meeting and Site Visit</i>	13.03.2020 (11.00 hrs)
<i>Date and time of opening of Technical Bids</i>	27.03.2020 (15:00 hrs)
<i>Date and time of opening of Financial Bids</i>	Will be separately notified for Technically shortlisted/qualified bidders

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>.

(The bids have to be submitted online in electronic form on <http://eprocure.gov.in/eprocure/app> only. No physical bids will be accepted.)



INDIAN INSTITUTE OF TECHNOLOGY, KANPUR

Tender Notice

The Chairman, SAEC, IIT Kanpur invites on behalf of Board of Governors of IIT Kanpur online item rates tender on two cover bid system from the reputed firms from eligible bidders from last 5 years for the following work.

NIT No. **Security/IITK/AHTBB/2019-20**, Name of work: **Purchase of RFID integrated automatic toll type boom barrier & its Annual Maintenance Contract**, Estimated cost **Rs. 10,00,000/-**, Earnest money **Rs. 20,000/-**, Period **12 months**, Last time and date of submission of bid 05.00 PM on **25.03.2020**.

The scanned copy of FDR / Demand draft for Rs. 20,000/- towards Bid Security/ EMD in favour of **Registrar IIT Kanpur** payable at Kanpur must reach **The Security Officer, Security Section, Indian Institute of Technology Kanpur, (UP) 208016 India** latest by 17:00 Hrs **26.03.2020**.

Please note all bid related documents scanned copy is to be submitted on the online portal, only FDR/Demand draft has to physical reach the aforementioned address.

The bid forms and other details are available on website <https://eprocure.gov.in/eprocure/app> But the bids can only be submitted online on <https://eprocure.gov.in/eprocure/app>.

IIT, Kanpur reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.

In-charge RFID system

Security Officer, IIT Kanpur

Date:

**Chairman SAEC
IIT Kanpur**



INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal ie <http://eprocure.gov.in/eprocure/app> , using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION

- (i) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/ Smart Card.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.
After selecting the tender document same shall be moved to the ‘My favourite’ folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**

- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under “My Space/ Other Important Document” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.
- (vi) Any information/ material/ document supplied along with this tender or after placement order should not be disclosed or copied.
- (vii) IITK may accept or reject any/ all tenders including the lowest tender without assigning any reasons whatsoever.
- (viii) Clarification: For any clarification: For any clarification: Please contact Security, IIT Kanpur (secunit@iitk.ac.in)

SUBMISSION OF BIDS:

- (i) Interested authorized dealers/ distributors, who are willing to meet the stated requirement, are requested to kindly submit their competitive bids/ offers through e-procurement system of CPPP of GoI.
- (ii) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.**
- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- (xiii) The successful bidder should submit Order Acceptance within 7 days from the date of order.
- (xiv) If an Indian agent is involved, the following documents must be enclosed:
 - a. Foreign principal’s preforma invoice indicating the Commission payable to the Indian
 - b. Agent and nature of after sales service to be rendered by the Indian Agent.

- c. Copy of the agency agreement with the foreign principal and the precise relationship between them and their mutual interest in the business.
 - d. The enlistment of the Indian agent with Director General of Supplies & Disposals under the Compulsory Registration Scheme of Ministry of Finance.
- (xv) Conditional offers/ quotations shall not be accepted and are liable for rejection
- (xvi) A scanned copy of the certificate on company letterhead, stating that the bidder hasn't been blacklisted by any institution/ organization/ society/ company of the Central / State Government ministry/ department, or its public sector organizations during the last three years, with company stamp and signed by authorized signatory should also be uploaded.
- (xvii) The broad configuration / specification of the proposed purchase / work is given. Bidders are required to keep their proposal strictly as per the specification prescribed.

ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender. The contact number for the helpdesk is 011-29571526 between 10:30 hrs to 17:00 hrs.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is support-eproc@nic.in

INSTRUCTION FOR e-PROCUREMENT

1. PREPARATION AND SUBMISSION OF BIDS :

- a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app>, www.tenderhome.com, www.iitk.ac.in/iwd/tenderhall.htm, till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid should be upload online in cover 1 and Financial Bid in ".Xls" should be upload online in cover-2

SUBMISSION OF THE BID : All interested eligible bidders are requested to submit their bids online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

- a. Technical Bid should be upload online in cover-1.
- b. Financial Bid should be upload online in cover-2

Both Technical and Financial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

- 2. TECHNICAL BID:** Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app>.

List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:-

- i. Scanned copy of Eligibility Criteria of OEM and Bidder as per Annexure-1
- ii. Scanned copy of Compliance sheet as per Annexure-2.
- iii. Scanned copy of Organization Declaration Sheet as per Annexure-3
- iv. Scanned copy of Technical supporting documents in support of all claims.
- v. Scanned copy of other document mentioned in tender document (if any).
- vi. Scanned copy of EMD.

Please note that no indication of the rates/amounts be made in any of the documents submitted with the TC-BID.

3. Financial Bid

- a. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.Xls” format i.e. Price Bid Excel sheet attached as ‘.Xls’ with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- c. The Financial Proposal should be inclusive of all applicable taxes (**GST**), duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Tender are inclusive of all applicable taxes, duties etc. **except service tax**.

4. Last Date for Submission of Tender:

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The IIT, Kanpur may, at its own discretion, alter/extend the last date for submission of tenders.

5. Bid Validity

- a. All the Bids must be valid for a period of 120 days from the last date of submission of the tender for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, the IIT may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 120 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

6. Modification / Substitution/ Withdrawal of bids:

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's due Date.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

7. Rejection of the Bid: The bid submitted shall become invalid and tender fee shall not be refunded if:-

- a. The bidder is found ineligible.
- b. The bidder does not upload all the documents as stipulated in the bid document.

B. Clarification:

For any clarification: Please contact Security, IIT Kanpur (secunit@iitk.ac.in)

C. Final Decision Making Authority:

The decision of the Director, IIT Kanpur will be binding on all bidders.

D. Disclaimer:

1. Information disclosed under and in accordance with the tender document will not constitute as an offer, also the acceptance of responses to this tender cannot be considered as a binding contract.
2. Applicants are solely responsible for all expenses associated with responding to this tender.
3. IITK reserves the right to annul the tender process at any time, without thereby incurring any liability to the affected bidders or specifying the grounds for the action.

E. Legal

1. If any dispute, difference, question of disagreement or matter, whatsoever, before or after completion or abandonment of work, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, the same shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of dispute.
 - a. The venue of the arbitration shall be at Kanpur.
 - b. Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications or re-enactment thereof and rules made there-under and for the time being in force, shall apply to the arbitration proceedings under this clause.
2. The contract shall be governed by and construed according to the laws in force in India. The Parties shall hereby submit to the jurisdiction of the courts situated at Kanpur.

Terms and Conditions Governing the Contract

- i. The rates are to be quoted by the bidders in Indian Rupees only and payment shall be made to successful bidders in Indian Rupees only. Any statutory applicable taxes such as applicable Tax, etc. should be mentioned separately in the Financial Bid. However, quote should be inclusive of all other levies, statutory taxes and charges such as Octroi, Packaging & Forwarding charges etc. and should be delivered at the premises. All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted strictly as per the 'Financial Bid Format' provided.
- ii. The time of delivery including testing and handing over in satisfactory condition is the essence of the contract and the shipment should be effected as per the schedule. In the event of part supply, IITK shall withhold the entire payment until the whole of the supply as per the order is delivered. In case the delivery schedule is not stipulated as essential criteria, Contractor may indicate the period of delivery required for them.
- iii. If the completion of systems/ components is delayed for reasons of force majeure such as acts of God, Acts of Public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, illegal strikes and freight embargoes, the Contractor shall within 3 days from the date of such occurrence, give notice to IITK in writing of his claim for extension of delivery period. IITK on receipt of such notice may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is

agreed by IITK in writing, contractor cannot claim the extension of delivery time as a matter of right. IITK shall have the right to either cancel/ extend the order validity/ levy LD as appropriate.

- iv. If the Contractor shall fail to deliver the systems/ components within the time specified in the Contract, IITK shall recover from the Contractor as liquidated damages a sum of 0.5% of the contract price of the undelivered systems /components for each week of delay (or) part thereof. The total liquidated damages shall not exceed 5% of the contract price of the unit or units so delayed. Systems/ components will be deemed to have been delivered only when all essential components parts are also delivered. If any essential components are not delivered in time, the entire system / components will be considered as delayed until such time the missing parts are delivered.
- v. In general, all supplies are to be delivered as per the schedule of the contract only. In exceptional circumstances, part supply of the items may be accepted upon the recommendation of end-user. However, payment will be effected as stipulated in order/ contract.
- vi. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- vii. If the contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before expiry of such period, IITK is entitled to cancel the contract and source purchases from third parties the stores not delivered at the risk and cost of the defaulting contractor.
- viii. The Contractor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/ or material is required by IITK's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- ix. **Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.**
- x. **Deadline for delivery and installation is 60 days from the issue of P.O..** As per standard terms, 70% payment will be made against after Installation, Commissioning, Testing and installation acceptance; and rest 30% after 03 months of successful observation period.
- xi. The price shall include but not limited to:
 - Costs of goods / services covered in this contract.
 - Taxes and duties
 - Transportation and packing cost
 - Cost of Installation, testing, commissioning and handing over of goods
 - The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods he proposes to supply under the contract strictly as per price bid format of tender.
- xii. **Total duration for delivery and installation is 60 days from the issue of P.O. The supplier is also required to do the installation and demonstration of the equipment within this time; otherwise the penalty clause will be the 0.5% of the total PO value, on weekly basis.**

In case of any damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. IIT Kanpur will not be liable to any type of losses in any form.

- xiii. **Downtime:** During the warranty period, not more than 1% downtime will be permissible. For every day exceeding permissible downtime, penalty of 1/365 of the 1% FOB value will be imposed. Downtime will be counted from the date and time of the filing of complaint with in the business hours.
- xiv. The Bidder shall have to submit a copy of GST Registration certificate along with quotation (if applicable) for claiming the above.
- xv. In respect of GST as per notification No.45/2017 central tax (Rate) dated 14.11.2017 and Notification No. 47/2017-Integrated Tax (Rate) dated 14.11.2017 and G.O.(MS) No.161 CT&RD dated 14.11.2017. The GST is payable by IITK at 5% only against the tariff rate. Necessary exemption certificate will be issued by IITK for claiming the benefit of exemption. In respect of Import, the custom duty at concessional rate of 5.15% is only payable by IITK under notification no.51/96 customs dated 23.07.1996 and 43/2017 customs dated 30.06.2017 and High sea Sale also acceptable by the IIT Kanpur. No other tax is payable.
- xvi. In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through Arbitration by an Arbitrator to be appointed by the Director, IITK. The Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made their under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Lucknow. The language of arbitration proceedings shall be English. The Arbitrator shall make a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.
- xvii. The bidder shall furnish, as a part of his bid, documents establishing the bidder's eligibility to bid and his qualification to perform the contract if his bid is accepted. The bidder must possess PAN No. and any other registration to claim the statutory levies.
- xviii. The bidder is qualified only when he is the original manufacturer or established dealer with original manufacturer's authorization letter to quote, sell and service the products offered as per the prescribed format in our web site along with agency agreement.
- xix. In a tender, either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the same tender. If an agent submits bid on behalf of Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same item / product. In case a bidder not doing business within India, he shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post warranty period. OEM also shall provide agency agreement and indicate agency commission payable to make remitting in INR.
- xx. Institute has full rights to check the credentials of the OEM and the bidder by its own sources. The OEM will be responsible for the successful implementation and maintenance of the deployment, and has to validate and certify the solution.

INSTRUCTION TO BIDDERS

1. Bidder responsibilities on selection and Contract Award and Execution

- (i) The work is divided into two parts. In **part A** the supply and installation of **RFID integrated automatic toll type boom barrier & its Annual Maintenance Contract** shall be made. The 5% Performance Guarantee of **Part A** shall be deposited to the successful bidder. After successful completion of Part A, the Performance Guarantee shall be returned back.
- (ii) The **Part B** of the work is the AMC (Annual Maintenance Contract) for next 05 years after completion of 01 years warranty period. The successful bidder has to submit the 5% of the total AMC amount as Performance Guarantee for the AMC work. After successful completion of **Part B**, the Performance Guarantee shall be returned back.
- (iii) The bidder shall visit and study the site situation, interact with employer, check-up the various elements of the works proposed, then make his own judgment regarding his scope in the tender. He shall also study the price schedule mode and system of payment and other related conditions, technical specifications, etc. before finalizing bid.
- (iv) The “contract” is to be implemented within the time schedule as specified earlier in Guidance to Bidders, which is inclusive of holidays from the date of Work Order.
- (v) All bids are to be completed and returned to the Employer in accordance with these Instructions to Bidders.
- (vi) Throughout these bid documents the term “Bid” and “Tender” and their derivatives (Bidder/tenderer, Bid/tendered,” “bidding/tendering, etc.) are synonymous, the word “month” means a calendar month and the word “year” means a calendar year.
- (vii) Obtaining and maintaining all statutory permission required to be obtained from Central, State or Local statutory authorities for the day-to-day activities related to the execution of the works shall be the responsibility of the Contractor. The employer shall provide the required authorization and assistance to obtain approvals. The documentation and other any requirement for obtaining such approvals shall have to be done by the Contractor at his own expenses.

2. Responsibility Of The Bidder

- (i) The bidder shall be fully responsible for site review and event of the Works conforming to relevant Indian standards as per scope of work and base specifications furnished in this Bid Document. The Contractor shall be responsible for design, execution of the job including Procurement, Construction, Complete Management, Coordination, Testing and Commissioning.
- (ii) The bidder shall utilize optimally the allotted place available for installation/construction of various facilities/components of the job and cost all components and allied works of the Contract. The details of the costing shall form part of the proposal. The bidder shall provide a detailed scheme of installation & commissioning, operation and maintenance.
- (iii) No Damage in case shall be caused to the existing structure. The selected contractor shall be held responsible in occurrence of any such incident and will be responsible for the cost of required rectifications.
- (iv) The bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer in no case is responsible or liable for these costs, regardless of the outcome of the bidding.
- (v) The Employer or its authorized officer shall enter in to agreements with the successful bidder on the basis of the Contract finalized at the bidding stage. The bidder has to quote for all the works relevant to the Scope of the Works, without any exceptions.
- (vi) The Employer shall provide access to the successful bidder throughout the period of the agreement, for reference to all available records, maps, drawings, reports and other technical data in its possession to assist the successful bidder in the execution of the work.
- (vii) The major statutory permissions relating to the Contract shall be responsibility of the Employer. However the Contractor shall be responsible for day-to-day clearances. The Employer and its identified officers shall provide all help and assistance.

3. Assurance By Bidder

The successful bidder shall be required to give satisfactory assurance of its ability and intention to complete the works pursuant to give the Contract, within the time set forth therein and according to the terms, conditions and specifications of contract.

4. Site Visit

(i) Bidder is advised to depute a suitable team to visit the site to fully understand the job and ascertain the difficulties that may be encountered during execution of works and for obtaining all information for himself on his own responsibility that may be necessary for preparing the bid and entering into Contract. The site visits shall be entirely at bidder's own expense.

(ii) For the purpose of the visit the interested bidder may contact Security Officer at Security Section, IIT Kanpur.

(iii) The bidders and any of his personnel or agents shall be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, additional surveys and investigation if he proposes to do etc. but only upon the explicit condition that the bidder, his personnel or agents, shall release and indemnify the Employer and his Personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission would not have arisen.

5. Assistance to bidders:

(i). Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.

6. Contacting The Employer

a. Subject to this clause, no bidder shall contact the Employer on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

b. Any effort by a bidder to influence the Employer in the Employer's decisions in respect of bid evaluation or Contract award shall result in the rejection of that bidder's bid.

7. Employer's Right To Accept Any Bid And To Reject Any / All Bids

The Employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action. Employer also reserves the right to modify the selection criteria.

8. Process To Be Confidential

Information relating to the examination, clarification, evaluation and comparison of bids and recommendation for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's, processing of bidders or award decisions may result in the rejection of the bidder's bid.

9. Award Of Contract

a. Award Criteria

Following completion of evaluation Technical and Price Proposals, final ranking of the Proposals will be determined and the Bidder securing the optimum marks will be awarded the contract.

b. Notification Of Award

- i. Prior to the expiry of the period of bid validity, the Employer shall notify the successful bidder in writing by letter or by e-mail, (hereinafter called "Letter of Intent/Acceptance") by the Employer.
- ii. The Work Order reaching the selected bidder shall conclude the contract and time of performance shall start running from the date of issue of Work Order or as may be intimated in the respective order.

c. Signing Of Contract

- i. At the time of notification of award, the contractor shall arrange supply of non-judicial stamp paper of value Rs.100/- or as per the rules/regulation of the local Govt. and execute the Contract Agreement provided in these Bidding Documents, incorporating all agreements between the parties.
- ii. Within three (03) working days of receipt of the Contract Agreement, the successful bidder shall sign and date the Contract Agreement and return it to the Employer. Extension of the time contained in this clause shall be at the sole discretion of the employer. Failure on the part of Contractor to sign the contract agreement within the prescribed time shall empower the employer to cancel the Letter of Intent/Acceptance and take appropriate action against the contractor including forfeiture of the "EMD" and black listing of the bidder.
- iii. The person to sign the Contract Agreement shall be the person as described in relevant clause.
- iv. It shall be incumbent upon the successful bidder to pay stamp duty on the Contract and all other legal charges for preparation of the Contract Agreement, as ruling on the date of execution of the Contract as specified in the Conditions of Contract.

d. Performance Guarantee

The successful bidder, after allotment of work will be referred to as the contractor, shall have to deposit an amount equal to 5% of the tendered and accepted value of the work (without limit) as performance guarantee in one of the following forms:

- (i) Government securities.
- (ii) Fixed Deposit Receipt (FDR) of a Scheduled Bank.

Within a period ranging from 10 days of issue of the letter of acceptance. This period can be further extended at the written request of the contractor by the Security Officer/Engineer-in-charge for a maximum period of 15 days with late fee @ 0.1% per day, of performance guarantee amount. The letter for commencement of work shall be issued to the contractor only after he/she submits the performance guarantee in an acceptable form.

e. Security Deposit

- i. The selected bidder have to deposit the security deposit. The performance Guarantee shall be as Security Deposit.
- ii. Security Deposit shall be valid up to the stipulated date of completion of the work i.e. 01years.

10. Form Of Tender & Contract Data

The tender is item rate tender. The Tender process is aimed at selecting suitable vendor only. The work will be awarded to a responsive bidder whom the Evaluation Committee finds suitable after elaborate screening process

11. Scope

Scope includes Supply, Installation, Testing and Commissioning of material movement control system proposed for IIT Kanpur at Main gate RFID tagged trucks (Passive Long-range RFID tag to be pasted on the vehicle) with two factor authentication The scope also involves providing training to IIT Kanpur authorized personnel on system operation and maintenance and 24x7 system operation assistance after successful supply, installation, testing and commissioning of the system. Supply of necessary cables, portable cabins, cable trays and cabling, works are

also involved in the scope. **Bidder has to use the poles/tower already fixed at the desired locations along with all resources which can be used.** The following may also be noted:-

While designing the mounting system for automatic RFID Boom Barrier and its reader, the Bidder has to consider local weather conditions, wind velocity and other factors in order to achieve vibration and waving free sturdy support including pole / tower stability.

It shall be the responsibility of the Bidder to obtain prior approval of all installation design, drawings, procedures and detail engineering before taking-up individual activity / activities.

a. Indicative list of items /equipment required for meeting the system requirement at the Site is included in the specification However any additional quantities of any item or any new item required for complete execution of the job is in Bidder's scope.

b. The minimum specifications for the equipment are included in this technical specification.

c. Any other activity / job which may not be explicitly mentioned in the scope of work, but required for successful completion of the work shall be part of the supplier's scope without any extra cost to IIT Kanpur.

d. Supplier has to arrange his own transportation for his personnel and materials to the location during execution of work and during operational assistance of the system.

e. All soft-wares in suitable media along with Original license (life time) from OEM shall be submitted to IIT Kanpur along with all factory set passwords for configuration changes and future modifications.

f. The supplier shall carry out pre-installation site survey prior to the start of work to understand the exact requirement at the location :

- i.** Examination of the location and finalization of poles, towers, mounting arrangements required for fitting of RFID readers, connectivity related to interlinking the systems through Long range Tran receiver, junction boxes, cabling and other interfacing hardware etc.
- ii.** Planning and designing of mounting arrangement of associated site equipment Power Supply /Adaptor, Termination Boxes, Junction box etc.
- iii.** Finalization of Cable routing.
- iv.** Study of control room for installation of recording system, client workstations, and other network hardware and for cable routing.
- v.** Finalization of system design, hook-up diagrams (pre installation), mounting / installation arrangement for Automatic Boom Barrier/ RFID Reader / client workstations, equipment details and shall be submitted to IIT Kanpur for approval.

Technical support service for servers shall be available during the guarantee/warranty period of 01 year from the date of successful installation and commissioning of the system at free of cost. The Bidder shall submit the list of essential components & recommended spares and rates. The Bidder shall submit AMC charges for a period of 05 years after the completion of Guarantee/warranty period.

12. SYSTEM

i. Automatic Boom barrier for Main gate with RFID control and 2 booms of 4.5 meter length (approximate road width is 4.5 meter) with the following controls:-

- b.** Long-range passive RFID reader and tag for vehicle authentication and access control.
- c.** Long-range RFID card for vehicle identification with relevant details. (Added as an additional feature by giving RFID card to the identified drivers)
- d.** Boom barriers at IN and OUT gates will be automated with controls and opens for Vehicle entry and exit through the gates without any requirement to halt the vehicle. Permissible speed limit may be specified.
- e.** Vehicles may move in convoy. Minimum distance between the vehicles and maximum speed limit (near the gate) is to be specified in such case.

ii. One master control station (one system/server loaded with software) at any specified location in site for analysis and interpretation of data collected from control systems for generating various reports such as list of daily trips made by each vehicle with time stamping, total number of trips made by each vehicle, daily data collection from all the gate, compilation, analysis, generation of reports and ensuring system healthiness 24x7, for a period of one year from the date of complete commissioning of the system.

- a. The system should automatically detect the vehicle approaching the installed location by means of inductive loops. On detection, the system should display relevant details in the work station.
- b. The system shall support real-time detection of vehicles at the deployed locations, recording each vehicle, reading its number plate, database lookup from the system server and triggering of alarms/alerts based on the vehicle status and category as specified by the database. The system usage shall be privilege driven using password authentication.
- c. Systems shall capture and store the RFID information read through the RFID reader.
- d. The system shall read the tags on the move without stoppage and speed limit shall be > 20 Kmph.

iii. Any additional item required

Additional items if any required for realization of this TURN-KEY work, Bidder shall specify with details.

iv. System integration requirements

- a. Contractor shall provide the block-diagram depicting the integration of various hardware and software components like RFID Automatic Boom Barrier, RFID readers on pole, EM locks, server, enrolment & personalization units, servers with database.
- b. Vendor shall clearly mention the installation requirements. Throughput for minimum 10 persons per minute per lane at Main gate.
- c. This value should be attainable within 15 days of familiarization. Integration of RFID and EM lock should provide emergency exit with adequate Instruction of safety warning.
- d. Database in both servers and application software should be backed-up automatically using scheduler.
- e. Reliable backup plan should be provided using external backup media. Design of the system shall ensure reliability and minimum down time of the system.
- f. Single point failure like server, database or network should not bring down the basic operation of ACS system.
- g. Server shall support various protocols to update its date and time with reference to source. The server shall in turn, ensure synchronization of all readers and components connected to it across all locations.
- h. All the installation protected by password should be made available to ACS in-charge as hard copy and soft copy in storage media.
- i. Password shall provide details of web links, application path and help information on usage of the same.
- j. Contractor shall carry out initial one time process for enrolment, personalization and card printing for all personnel (employees and non-employees) during installation and commissioning before ATP.

v. Acceptance Test Plan (ATP)

- a. Acceptance Test will be conducted only after successful installation and uninterrupted operation of the entire system at site for minimum period of 15 days.
- b. Contractor shall submit details of ATP to centre for an approval as per tender specifications & shall demonstrate ACS specifications as per tender document based on approval.



- c. During ATP, Contractor will use their own tools & equipment. Department will not provide any test instrument/tools.

vi. Training

- a. Contractor shall impart one week training for all the items of ACS to at least Five Department's personnel at Contractor's premise.
- b. Contractor shall upon completion of the installation provide complete training with documentations on the configuration, operation and maintenance of the systems to the required Department's personnel assigned by the Department.
- c. Training should include documentation required for understanding the system, its working concepts and basic trouble shooting guidelines.
- d. Training shall be arranged to security personnel (IIT Kanpur) on basic operation of turnstiles gates, reception and administration staff for, enrolment & personalization.
- e. It should cover aspects related to emergency exit, exigency operation, etc. All above training shall be part of integration and acceptance of the system.

vii. Documentation

- a. Contractor shall submit documents for operation and maintenance of the entire system.
- b. Systems block diagram along with wiring layout of all the items of ACS Systems shall be submitted. ACS software with media for all the application.
- c. Software description manual which shall include customization as per requirements, flow charts, operating procedures for all applications.
- d. OS for Servers and PCs shall be supplied with license (OEM/full) along with original media with key no. on the name of PRL.

All the documents shall be provided in Suitable Memory Device in two copies.

List of existing items to be un-installed

Sr. No.	Items	Condition	Qty
1.	Old UTP cables	defective	
2.	Old electrical cables	defective	
3.	Old Boom Barrier	No more required at the site to be used elsewhere after required rectification	02
4.	Old RFID Card Reader	No more required	02
1.			

13. Coordination of work with IIT

- a. Coordinate the work along with IIT team, arrange that there will be no delay in the proper installation and completion of any part or parts of each respective work wherein it may be interrelated with that of this Contract so that generally all construction work can proceed without delaying the completion of the project.
- b. Examine contract drawings and specifications for all other trades relating to this project, verify all governing conditions at the site, and become fully informed as to the extent and character of the work required and its relation to other work in the building. No consideration will be granted for any alleged misunderstanding of the materials to be furnished for work to be done.
- c. Scaled and figured dimensions with respect to the items are approximate only; sizes of equipment have been taken from typical equipment items of the class indicated. Before proceeding with work, carefully check all dimensions and sizes and assume full responsibility for the fitting-in of equipment and materials to the building and to meet architectural and structural conditions.
- d. Coordinate work with other disciplines. Confer with other contractors whose work might affect this installation and arrange all parts of this work and equipment in proper relation to the work and equipment of others, with the building construction and with architectural finish so that this work will harmonize in service, appearance, and function.
- e. Install exposed piping to provide the maximum amount of headroom coordinated with the Architectural drawings above the finished floor. Install piping concealed in areas where hung ceilings or other furred spaces are indicated.

19. Documentation

The followed documents shall be submitted to IIT Kanpur by the contractor at different stages of work as listed below:

i. Prior to start of Installation & Commissioning work:

- a) Lay out drawing/hook up diagram/installation arrangement for system components at each location. Installation manuals, catalogues, manufacturer's instruction manual.
- b) Procedures for Erection, Testing and Commissioning. Network Schematic and Wiring Diagram. Network configuration details of server.

ii. At the time of System acceptance & the before the start of regular Operation

- a) User manual including operation and maintenance procedure for all equipments/system.
- b) Software licenses (life time) for RFID integration, including source code and factory set passwords shall be handed over to the Purchaser.

The bidder should mention in their bids the origin of the goods and ancillary services being supplied under this contract. The origin means the place where the goods are manufactured or from where ancillary services are supplied.

20. Availability of Spares

Spares for the product offered should be available for at least 10 years. Life expectancy is 10 Years for the RFID system supplied.

21. Guarantees

The “**RFID integrated automatic toll type boom barrier & its Annual Maintenance Contract**” including all components delivered to the Department should be brand new. The Contractor should also guarantee that all the software / components supplied by the Contractor is licensed and legally obtained.

22. Warranty

Contractor must include comprehensive on-site warranty for **ONE YEARS** from the effective date of acceptance of the entire system by Department. During warranty, Contractor shall maintain “**RFID integrated automatic toll type boom barrier.**”

- i. **Penalty during warranty:** During the warranty period, not more than 1% downtime will be permissible. For every day exceeding permissible downtime, penalty of 1/365 of the 1% FOB value will be imposed. Downtime will be counted from the date and time of the filing of complaint with in the business hours.
- b. Contractor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipments, accessories, etc., covered by the offer. The Contractor must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period the Contractor shall maintain the equipment and repair / replace all the defective components at the installed site at no additional charge of whatsoever nature to the Department.
- c. The Contractor should ensure that the defects in the "**RFID integrated automatic toll type boom barrier & its Annual Maintenance Contract**" reported on any working day is set right within two hours on the same day and in no case more than four hours on the same day. In case, the system or any equipment cannot be repaired within the stipulated period, the Contractor should provide a replacement till the system/equipment is returned duly repaired.
- d. Emergency services shall be provided by vendor during off-office hours and holidays, whenever required at a very short notice, without any extra payment. During off-office hours, site engineer will attend the fault within three hours and resolve the fault within three hours on same day.
- e. If required, additional qualified engineer and senior engineers should be deployed.
- f. Warranty shall include preventive & unlimited break-down maintenance calls including repair/replacement of material, spares, modules, software, etc.
- g. In the event of the contractor's failure to supply & provide allied services within a reasonable period, the Department on its own will get the defects rectified through another agency at the risk and cost to contractor and repairs rectified through another agency in such circumstance will not affect the liabilities of the contractor on the warranty for its remaining period nor will it affect the contractor's liabilities on the stipulated post-warranty Annual Maintenance Contracts.
- h. Contractor shall supply replacement of spare/item of same make and model against faulty component during warranty. In case the manufacturer discontinues any model, Contractor shall supply spare/item with higher model of supplied make with better specifications at no extra cost and ensure that it gets integrated within the system.
- i. All the mechanical parts of the system like readers, turnstiles, EM locks, printers, exit switches shall be maintained periodically by cleaning, lubricating and alignment. Wear out mechanical parts shall be replaced at periodical interval.
- j. Contractor shall carry out alignment of doors at buildings and laboratories for proper functioning of EM locks as and when required.
- k. During warranty period, the contractor will be required to carry out maintenance and repairs including replacement of spares/equipment without any additional cost.

23. Comprehensive Annual Maintenance Contract

- i. The Contractor is expected to maintain the **“RFID integrated automatic toll type boom barrier & its Annual Maintenance Contract”** including all accessories/components and software supplied for **Five years** (After completion of 1st year to 6th year) **after the expiry of warranty period (One years)**.
- ii. **Penalty during AMC:** During the AMC period, not more than 5% downtime will be permissible. For every day exceeding permissible downtime, penalty of 1/365 of the 1% FOB value will be imposed. Downtime will be counted from the date and time of the filing of complaint with in the business hours.
- iii. Comprehensive on-site annual maintenance charges, for the post warranty period, must be The Contractor shall maintain the equipment and repair/replace all defective components, major or minor and spares or consumables at no additional charge other than the AMC contract charges.
- iv. The AMC charges will be released in four instalments at the end of every three months period from the date of the expiry of warranty, on satisfactory performance of the **“RFID integrated automatic toll type boom barrier”** quoted per year in the Price bid. and against submission of a service report.
- v. During AMC period, Deployed resident technical engineer shall perform:
 - a. Preventive and break down maintenance of the system.
 - b. Management of the spare parts, materials and consumables.
 - c. Periodical database back-up and preparation of weekly, monthly and quarterly report on system performance in prescribed format.
 - d. Any other technical work like Network Trouble Shooting etc. assigned by Department from time to time.

24. Force Majeure

Should a part or whole work covered under this contract be delayed due to reasons of Force Majeure which shall include legal lockouts, strikes, riots, civil commotion, fire accident, quarantines, epidemic, acts of God and Government, fright embargoes, the completion period for work, plant or equipment referred to in this contract be extended by a period not in excess of the duration of such Force Majeure. The occurrence shall be notified by either party within reasonable time.

25. Delay in Completion/ Liquidated Damages

In the event of the Contractor failing to complete the work within the time specified in the contract agreement or in extension agreed thereto, the Department shall reserve the right to recover from the Contractor as liquidated damages, a sum of one half percent (0.5%) per week or part thereof of the undelivered portion of the total contract price of plant, equipment or work. The Total liquidated damages shall not exceed the ten percent (10.0%) of the total Contract price.

26. Arbitration

If at any time any question, disputes or differences whatsoever shall arise between the purchaser and the contractor upon or in connection with this contract, either party may forthwith due to the other notices in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrator or one to be nominated by purchaser, other by contractor. The award of the arbitrator shall be binding on the parties to the dispute. However, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special Secretary/Additional Secretary when so authorized by the law secretary, whose decision shall be binding on the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator. In the event of either party ceases to be an undertaking of Government of India, arbitration & conciliation act 1996 shall be applicable. The venue of arbitration should be the same place where centre is located.

27. Disclosure and use of information by the Contractor

Contractor shall guarantee that all information and data received during execution of Contract from Department shall be classified as confidential within the meaning of the Official Secrets Act and will not be divulged to any third party without prior written permission of Department. All drawings & documents shall be returned after execution of work.

28. Fall Clause

The prices charged by the bidder for the similar items/sub-systems shall in no event exceed the lowest prices offered to other organisation parties during the validity of the contract. If, at any time during said period, the bidder/contractor reduces the prices for the items/sub-systems, the contractor shall forthwith notify such reduction of prices applicable to the Department and the prices payable under this contract for the services shall stand correspondingly reduced.

29. Infringement of third-party rights

a. Unless otherwise stipulated in the contract, the Contractor shall indemnify the Department from and against all claims, proceeding, damages, costs and expenses arising from or for the infringement of Third party Intellectual Property rights in respect of patent rights, copy rights or other protected rights with respect to the subject of the contractor excluding any infringement resulting from the use of designs, plans, diagram, documents, patterns drawings or goods supplied by the Department which may be made or brought against the Department, or to which the Department may be put by reasons of such infringement or alleged infringement.

b. The Department shall notify the Contractor immediately of the written claim or notice of infringement of third-party rights, which it receives concerning the contract. The Contractor shall immediately take all necessary steps at his own expense within his competence to prevent or end a dispute and shall assist the Department to defend against, or make settlement in respect of, any claim or notice of infringement or suit for infringement. Written claims or notices of infringements of third-party rights will be accepted or met by the Department only in agreement with the Contractor.

c. In the event of any designs, drawings, plans or diagrams or any manufacturing methods or processes furnished by the Contractor constituting infringement of Third Party Intellectual Property Rights in respect of patent or any other protected rights and use thereof is restrained, the Contractor shall procure for the Department, at no cost to the latter, the rights to continue using the same or to the extent it is possible to replace the same so as to avoid such infringement and subject to approval by the Department or modify them so that they become non-infringing but such modifications shall otherwise be to the entire satisfaction of the Department.

d. The parties shall notify each other of any known intellectual property rights connected with the use of designs, plans, diagrams documents, patterns, drawings and goods supplied by the one party to the other connected with the execution of the specification laid down by the other party.

e. The provision of this clause shall remain effective and binding upon the Contractor even after the completion, expiration or termination of the contract.

30. Non-Disclosure Agreement (NDA)

Personnel deputed by contractor during warranty period and AMC shall maintain absolute secrecy and security of the ACS data stored on various computing systems at IIT Kanpur. The data / information provided by IIT Kanpur from time to time, are for the execution of this work only; and should not be used / copied / reproduced / published in any form or disclosed to third party, by contractor or their personnel. Thus, contractor is required to sign a Non-Disclosure Agreement (NDA) with IITK. Contractor will also be responsible for any violation or infringement of NDA by their personnel.

31. Termination of Contract

Under normal circumstances, termination of the contract is not foreseen. However, the Department shall have the right to terminate this Contract in part or in full in any of the following clause:-

- a. The delivery of the material is delayed for causes not attributable to Force Majeure for more than two months after the scheduled date of delivery.
- b. The Contractor fails to comply with any of the provisions in the contract.
- c. The Contractor is declared bankrupt or becomes insolvent.

35. Details / Specifications for Comprehensive Maintenance Contract (CMC)

The contractor, whose tender for Construction, Supply & Installation of sliding gate drive and RFID integrated toll type Boom Barrier for Main Gate no. 1 at IIT Kanpur is accepted, shall maintain the respective item comprehensively for a period of 05 years from the date of expiry of "defects liability period" of one year.

Scope of work:

1. The AMC is for a period of Five years from date of expiry of "defects liability period" of one year and subject to extension at the sole discretion of IIT Kanpur.
2. Contract may be terminated by IIT Kanpur at its discretion by giving 30 days' notice to the service provider in case of failure to maintain the AMC services at the satisfaction of the IIT Kanpur and the agreement with IITK in that case will be treated as cancelled before expiry date of notice and the contract.
3. Regular servicing & inspection of the sliding gate drive and RFID integrated toll type Boom Barrier should be carried out at least once in a month by the service provider.
4. The service provider shall regularly examine equipments and provide oil, Lubricate, Grease, Mobil, other dimensions of the items etc. for maintenance if required.
5. Responsive time for maintenance of items covered under AMC will be 24 hours but in no case it should go beyond 48 hrs.
6. In the event of service provider unable to attend call or provide service within the stipulated time period, they are liable for the penalty as is been fixed by the authorities of IIT Kanpur.
7. Tenderer shall not engage any sub-agent or sub-contractor whatsoever for running the AMC Service.
8. The contract for running the AMC Service shall be commercial contract and between IITK & contractor. There shall be no employer-employees relationship between IITK and the contractor and/his personnel.
10. The AMC is of Comprehensive type. Any replacement of spares should be with new and of equivalent type or higher of same make. Monthly routine maintenance and check-up of the machine, controls and other mechanical and electrical parts and appliances.
11. Repair and/or replacement of the worn out parts at his own cost for ensuring smooth service.
12. All the replaced parts shall conform to relevant I.S. /CE codes and Rules made there under:
13. Check thoroughly each component part of the equipment at the end of each year and carry out such repair, maintenance and replacement as may be considered necessary as a result of annual inspection.
14. Get the items inspected by any local authority or Govt. agency if required under rules, and get the deficiencies, pointed out, removed.

Term and price:

This contract shall be automatically renewed for subsequent one (1) year terms after the expiration of the initial or subsequent term unless otherwise terminated pursuant to the provisions of specified Section of this Agreement.

The IIT Kanpur shall pay the Contractor the specified amount on quarterly basis after end of each quarter for the work performed during that period on presentation of an approved invoice by the Contractor. No advance payment will be made in any case. Taxes will be deducted from the bill as applicable.

Termination of agreement:

Either party may terminate this Agreement at the end of the Five (05) year term or subsequent term by giving the other party not less than thirty (30) days written notice. The IIT Kanpur may also terminate this Agreement at any time upon thirty (30) days written notice to the Contractor due to the following reasons:

Unacceptable performance by the Contractor, which shall be determined by IIT Kanpur sole and absolute discretion.

Contractor's failure to comply with all of its duties and obligations under this Contract, If the IIT Kanpur chooses to modernize equipment, during any term of this Agreement, provided the modernization work is a major modernization as defined by latest edition.

Permanent removal of equipment from service.
Contractor to comply with laws:

In the performance of this Contract, the Contractor shall abide by all existing laws, codes, rules and regulations set forth by all governmental unit and authorities having competent jurisdiction over Contractor and/or the work performed by Contractor hereunder. Contractor shall also procure and pay any necessary permits or licenses pertaining to the work performed by Contractor pursuant to this Contract.

All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with specified laws, standards and codes set by the government with latest edition, including amendments thereto, and with applicable regulations of the state, city and/or local authorities. In case of conflict, the more stringent regulations will apply.

Certificate of safety

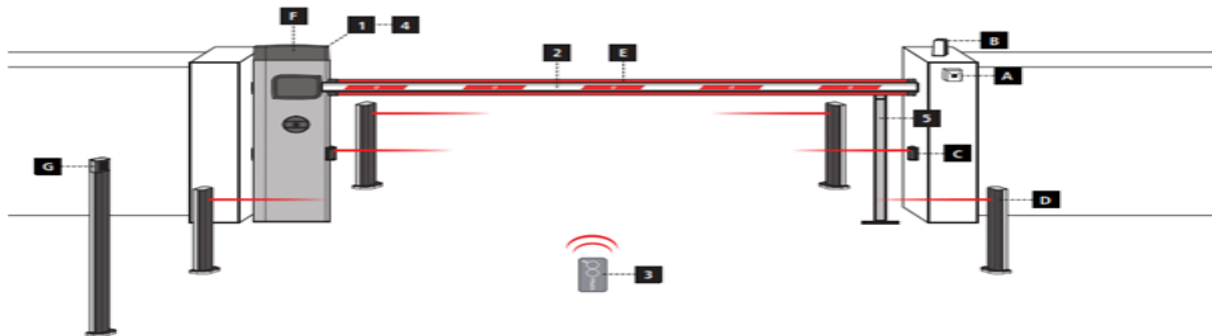
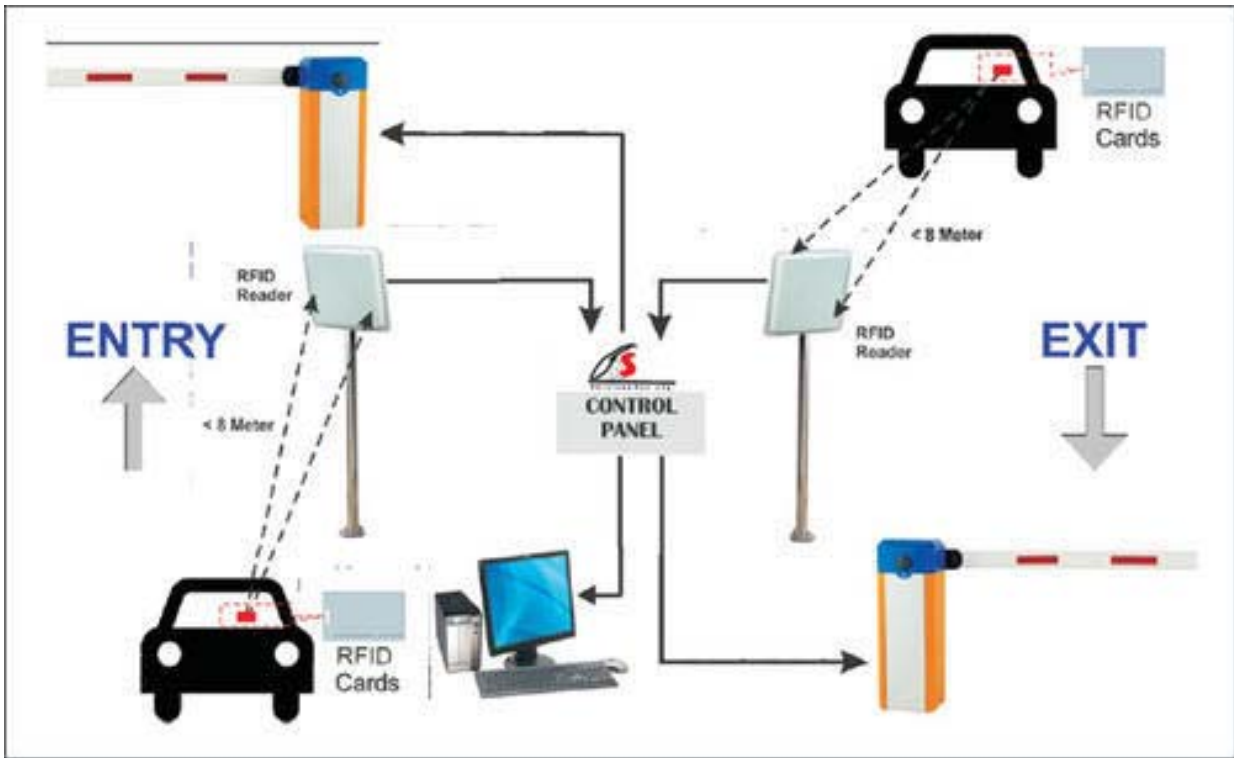
The contractor shall submit a safety certificate of sliding gate drive and Automatic RFID Boom Barrier within 10 days of the last day of the annual inspection.

Availability of Authorized Representative

The contractor shall notify his authorized representative to receive emergency calls and take remedial actions. The representative should attend the call immediately to ensure the restoration of the services promptly. If shutdown of any item continues for more than one days a penalty of Rs. 500/ per day per item for delay beyond one days shall be imposed and the amount of penalty shall be recovered from the quarterly bills, Security Deposit or any other sum due to the contractor.

Responsibility of Accident and Hazards:

The contractor shall be responsible for any accident or hazard that take place during the maintenance period of 5 years. He shall also be responsible for payment of compensation and penalties payable to effected parties as a result of legal action.



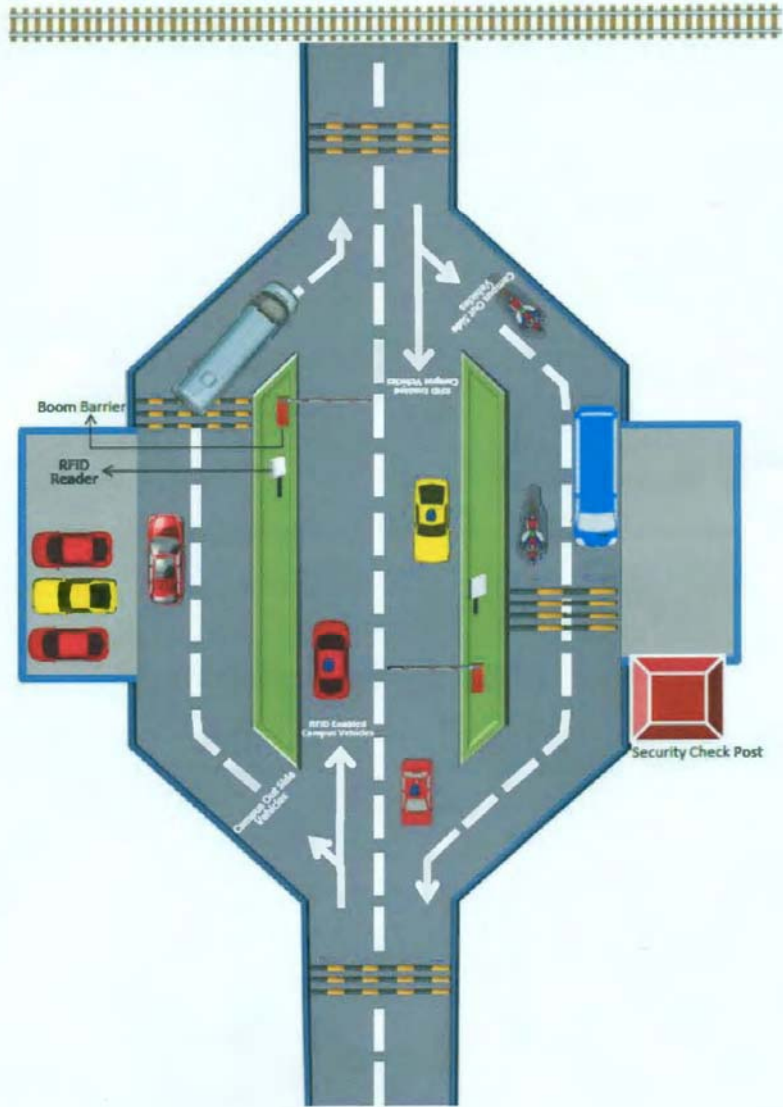
COMPONENTS

- 1** Motor
- 2** Boom
- 3** Transmitter
- 4** Receiving module
- 5** End support post

ADDITIONAL ACCESSORIES

- A** Key switch
- B** Flashing light
- C** Photocells
- D** Pillar photocells
- E** Lights kit (boom)
- F** Lights kit (barrier)
- G** Pillar-mounted digital radio switch

Map of the main entrance gate



Eligibility Criteria of OEM and Bidder:

S. No.	Description	Complied (Y/N)	Remarks
1	OEM should be ISO 9001:2015 certified.		
2	The OEM should support next business day delivery against defective spares in major locations in India. OEM should have 24x7x365 support for India with a direct TAC support in the country.		
3	The bidder must be a reputed manufacturer (OEM) or his authorized System Integrator of the type of products offered. In case of System Integrator, a Letter of Authorization from OEM and End to End Agreement specific to the tender should be enclosed. The bids received without authority are liable to be rejected.		
4	The bidder should have at Least 5 Year experience in the field and providing services of “RFID integrated fully automatic Boom Barriers” to Central Government/ PSU’s and NHAI. In this regard documentary proof with data sheet w.r.t. providing “RFID integrated fully automatic Boom Barriers” should be submitted by the firm.		
5.	The bidder should not be blacklisted nor got any unsatisfactory performance letter from Central Government, PSU’s and NHAI.		
6	The bidder must enclose a copy of complication certificate / Purchase Order having successfully executed work of “RFID integrated fully automatic Boom Barriers” in Central Government/ State Government/ PSU’s & NHAI for last 5 Years.		
7	For after sales services the agency shall be available at all times and communication by Tele/E-Mail/Fax to agency shall be acknowledged immediately on the same day.		
8	The Bidder shall possess valid ISO 9001:2015 quality Standard certification for the function of product development, delivery Solutions and service (Including system, integration, installation, management and maintenance).		
9	The Bidder shall provide the Registration number GST/Sales Tax / Service Tax /PAN /TIN - Registration number.		
10	Bidder should have minimum 5 years presence in India. (Attach Company Registration Certificate)		
11	Bidder should have minimum 01 Cr. net worth in last financial year 2018- 19 (Attach CA certificate).		
12	Bidder should have Solvency Certificate of Rs. 50 Lakh. (Attach Bank Certificate)		
13	Bidder should have minimum Rs. 3 Cr. Average Turnover for last 3 years 2016-17, 2017-18, and 2018-19. (Attach CA certificate and Balance sheet & P&L Account).		
14.	Bidder has to quote the products from the approved Makers only ”; else his bid will not be considered for evaluation.		

Note:

1. Please don't upload unnecessary documents or bulk documents as a single document.
2. Name each document with the same name which is asked, so that it can be easily trackable.

(For example – “CA Certificate” will be named as “CA Certificate.pdf”)

(Signature of the Tenderer)

Name:

Seal of the Company

**COMPLIANCE SHEET
TECHNICAL BID**

Items required: TENDER SPECIFICATIONS

1. Automatic toll type boom Barrie with Anti Crash Photo Beam Sensor and Vehicle Loop detector with Loop Wire with following requirement/ features

FUNCTION	FEATURE / SPECIFICATIONS & REQUIREMENTS	Yes/No	Remarks
Barrier Boom Length	04.5 meters		
Boom	should be made of white painted Aluminium alloy finished with powder coating with bright red reflective tape strips in order to be visible even at night having section of 100 x 40 mm & Tube link LED to be provided		
Height of the boom from ground	700 – 2000 mm		
Opening & Closing Time	Boom raise/lower time <= 0.8 sec maximum		
Housing	The control unit is housed in weather proof housing with IP 54/ IP 55 Enclosure		
Operating Voltage	230 ± 10 % Volt, AC 50 Hz		
Motor power supply	24 V.D.C		
Control Unit	Microcontroller / PLC		
Duty Cycle	Intensive use		
Operating Temperature Range	-20 to + 55 degree C		
Operation	Stand alone with push Button switch & wireless remote control and can be integrated with Access Control system & sliding gate system.		
Safety	Optical beam sensor / photo cell be provided to prevent barrier from closing on the vehicles		
Certification	CE or Equivalent		
Warranty	01 (One) Year		
AMC of the above system	for next 05 (Five) year after period of defect liability period		
Other Features	Smooth operation of Boom Barrier while open and close without bounce/ jerks at end positions		
	It shall permit short opening & closing without barrier boom bouncing in the end positions		
	The lever locks the barrier boom at both end positions		
	On power failure- Barrier can be raised or lowered by releasing the boom lock with key type mechanism		
	Power: It should have a durable motor for long lasting purpose and generate 200 Nm torque		
	Control panel should have the feature for attaching safety and other command device		
	The position of electronic panel should be such that it makes possible to operate in vertical position also in rainy condition without remaining the cover of the barrier		
	The barrier features a very stout structure to guarantee greater protection from vandal attacks and constant reliability in use		
	Blinker integrated in the frame and light should be integrated in boom. The support for photocell		

	should be integrated		
	reflective tape strips in order to be visible even at night (non-corrosive anodized aluminium, weather proof corrosion resistant		
	Drive mechanism: Electromagnetic drive unit		
	Boom barrier length-4.5 mtr (Road width is around 4.5 meter either Side)		
	Integrated Control panel		
	Remote Push button		
	Sensor Anti crush proximity sensor		
	Emergency switch		
	Battery operated Remote control		
	Integrated Optical sensors		
	Water Proof & Protection: Compliant to IP 55 standards		
	Operation: Stand alone with push button switch & wireless remote control and can also be integrated with other systems.		
	The Boom Barrier shall consist of a retractable Boom, single phase torque motor with weather proof housing, control for both manual & automatic operation		
	The motor shall be a maintenance free direct drive torque motor to enable a harmonious smooth movement of Boom without bouncing and there should not be a need for a counter balance springs.		
	The Boom Barrier shall be capable of locking in full open & close positions. Motor operating capacity will be minimum 15 years of life as per standards		
	However, in case of power failure the boom barrier shall be capable of operating manually and without using any tools. In an event of Power failure, the Barrier shall open automatically and shall close be closed either through a manual reset or through an external signal.		
	The Boom shall be extruded from highly stable Aluminium alloy with an octagonal profile and shall be finished with a RAL 9010 / Client /consultant approved powder coat with a bright red reflective tape stripes for better night visibility		
	The high read range proximity contactless smart card reader shall be kept on either side of the boom barrier for entry / exit management of cars/ two wheelers in the premises		
	The boom barrier should include an inbuilt anti-crush safety device, which suspends the motion of the boom, should it meet any obstruction.		
	Beam sensor to provide further protection to vehicles must be included		
	Auto-close of the boom barrier can be programmed through the controller. Duration of fast and slow speeds is programmed at the time of installation, according to the length of the boom and frequency of traffic expected		

2. The RFID card reader shall have the following specifications.

	FUNCTION	FEATURE / SPECIFICATIONS & REQUIREMENTS	Yes/ No	Remarks
Long Distance (10-12 meter) UHF RFID Reader		Operating Frequency Range 865 – 867 MHz		
		Interface Standards EPC Global UHF Generation 2 and/or ISO 18000 6b/6c		
		Power 220-240 VAC		
		Polarization Vertical		
		VSWR < 1.5:1		
		H-Plane beam width 90		
		E-Plane beam width 60		
		Connector SMA reverse/standard		
		Communication interface 10/100 BaseT		
		Input Output circuits 4 (0-24 VDC) inputs and 4 (0-24 VDC) outputs		
		Antenna connections >=4, reverse or standard SMA, -20dB software controlled.		
		Antenna connections >=4, reverse or standard SMA, -20dB software controlled		
		Operating temperature -20 C to 60 C		
		Humidity 10% to 90%		
		Memory 10,000 card data & 20,000 transaction data		
		Read distance: up to 10 to 12 meters		
		The RFID Card Reader shall be of ruggedized design, having weatherized polycarbonate enclosure or similar protection to withstand harsh environments for both indoor/outdoor used and provides a high degree of vandal resistance		
		The RFID Card Reader shall provide two-factor authentication with the combination of a proximity [contactless smart] Card		
		The RFID Card Reader together with the contactless smart card shall support operation with 1:1 verification mode identification mode.		
		The RFID Card Reader shall continue to operate to control access in off-line mode. When the network connection restored, the reader shall automatically upload and synchronize its database with the server.		
		The RFID Card Reader provided shall have a read tolerance of at least ±30 degree.		
		The same RFID Card Reader provided shall be able to be used for both access control and as an enrolment station.		
		The Contractor shall supply and install the software provided shall be integrated to the for access control and monitoring		
	The RFID card reader shall be based on contactless smart card 13.56MHz technology.			
	The RFID card reader provided shall be capable of reading CSN number in 32-bit format in accordance with ISO standard 14443 Series			
	The data transfer between the contactless RFID card reader and RFID card shall be encrypted			
	The response time to unlock the door after a card is presented to the card reader shall not exceed 0.5 second ± 0.5 second.			
	The card reader unit shall have an integral keypad with beeper, multi-colour LEDs			
	The keypad shall have back-light to allow easy viewing, in case of power blackout. It shall light automatically upon pressing any key or when a card is presented to the reader.			
	The overall thickness of the card reader unit shall not exceed 30mm			
	Certification: CE and UL Listed			

3. Work Station specifications:

Server hardware specifications are indicative as provided below. However, solution vendor should propose appropriate server hardware which is suitable for the solution proposed and CPU utilization at peak operations should not exceed 60%.

	FUNCTION	FEATURE / SPECIFICATIONS & REQUIREMENTS	Yes/ No	Remarks
	Work Station	Processor: Intel® Xeon , 2.66 GHz, 4 MB L2 cache or higher		
		Motherboard: OEM		
		RAM: 16GB DDR3 memory @1600 MHz or higher. Free slots for future upgrade should be available		
		HDD : 2TB HDD @7200rpm		
		Graphic card: Graphic card with minimum 2GB video memory		
		Network interface: 10/100/1000Mbps auto sensing on board RJ45 Ethernet port		
		Audio : Line/Mic in, Line-Out/Spr Out (3.5mm)		
		Ports : Minimum 3 USB ports with at least 1 in the front		
		Key Board : OEM keyboard (USB type)		
		Mouse : Optical (USB type)		
		Monitor: Monitor with min 22" (or 21.5") TFT LED monitors, minimum 1920 x1080 resolution, 5 ms or better response time, TCO 05 (Or Higher) certified		
		Operating system: 64 Bit pre loaded operating system with recovery disk		
		Security: - BIOS controlled electro-mechanical internal lock chassis for the system.		
		Antivirus: Licensed antivirus till the contract period.		
	Power supply: The complete system shall operate on 230V			

4. RFID Tags (For Vehicles)

RFID Tags: These tags shall conform to EPC Gen2 tags operating in UHF frequency for long read range. The tags should be tamper resistant after it is affixed to the vehicle. Generally it shall be fixed on the front portion of the vehicle to interact with reader at long range

The RFID tags to be mounted on vehicles shall meet the following specifications

	FUNCTION	FEATURE / SPECIFICATIONS & REQUIREMENTS	Yes/ No	Remarks
	RFID Card / Tag (compatible with UHF reader)	Tag type Passive		
		Tag size Appropriate for vehicle mounting		
		Operating weather conditions -20° C to 60 ° C		
		Wet conditions		
		The operating frequency shall be compatible with the RFID Reader's operating frequency		
		It should be capable of read range up to 10-12 mtr.		
		Form Factor : Button Shaped		
		Installable on : Vehicle Windshield Glass / on front portion of the vehicle		
		The tag shall have unique number		

5. System Management, Administration & Maintenance software: Administrative software shall provide tools for:

	FUNCTION	FEATURE / SPECIFICATIONS & REQUIREMENTS	Yes/ No	Remarks
	System Management, Administration & Maintenance software: Administrative software	Role based login creations and assigning privileges		
Authorize and blocking the access and movement of personnel at Main gate and second level access control				
To set reader / location wise access permission				
To view access control report of Entrants / Vehicles				
Software shall define a set of rights that may be associated with an individual or group of individuals				
Software shall provide health monitoring of different hardware components like readers, , network components, etc. In case of failure of any component, pop-up screen shall be generated with relevant details on virtual location map				
Details of break-down and preventive calls shall be generated				
Software shall provide online complaint logging from users with detail of log-in date, time, location, type of fault, etc. System shall automatically generate the complaint no. Service engineer shall update the complaint details with name, actions taken, spares replaced detail, complaint closing date & time, etc				
Event logs on data upload/download, backups, scheduled scripts or any other event in the system shall be made available				
Provision for displaying raw data captured for employees and non-employees from the selected or all reader/s should be provided to administrators				
Any loss of communication should be logged as event providing details of reader ID, date & time and nature of failure				
Door open time at second level access control shall be logged and alerted when door is left opened for long duration. (User defined)				
The system shall cater to various reports for trouble shooting and performance monitoring. The performance logs shall be generated catering to diagnostics of the system (ACS Hardware)				
The system shall enable easy and quick retrieval data for post incident analysis and investigations				
The system shall have flexibility to generate suitable reports with any given criteria to provide meaningful data to concerned authorities and facilitate optimum utilization of resources				
The system shall have option to export report being viewed to common format for use outside of the RFID automated control system or exporting into other systems				
System should have option to configure site locations and data management settings				
The system should work in both day and night conditions with good accuracy				
The system should have an option to add new category by authorized personnel				
System should generate instantaneous and automatic generation of alarms in case of identity of vehicle in any category which is defined by user				
The system should have option to update vehicle status in specific category by authorized personnel				
System shall have an option to be integrated with other security/ access control hardware/software on site				
System should have option to specify maximum time to retain vehicle records in specific categories				

ADDITIONAL ITEMS

6. Note: Additional items, if any required, for realization of this turn-key work shall be listed with details

SI. No.	Items	Quantity	Make	Justification for the item

Place:

Date:

SIGNATURE
NAME & DESIGNATION
SEAL OF ORGANISATION

COMPLIANCE SHEET**FINANCIAL BID****UNPRICED VERSION OF BILL OF MATERIAL****NOTE:**

1. Prices are not to be furnished in this Annexure.
 2. Supplier should only confirm in the respective columns that the total cost in rupees, in figures and in words, has been quoted in the Bill of Material and Price Schedule in Financial Bid at Annexure - II.
- I) Items to be considered for total cost of ownership
(Price for one portable guard cabin including all items as described above)

Sl. No.	Items Description	Total Cost (Rs.) in figures given in Financial Bid?	Total cost in words (Rupees) given in Financial Bid?
		Only in (Yes / No)	Only in (Yes / No)
1.	Automatic toll type boom Barrie with Anti Crash Photo Beam Sensor and Vehicle Loop detector with Loop Wire	(Yes / No)	(Yes / No)
2.	Long Distance (10-12 meter) UHF RFID Reader	(Yes / No)	(Yes / No)
3.	Work Station	(Yes / No)	(Yes / No)
4.	RFID Card / Tag (compatible with UHF reader)	(Yes / No)	(Yes / No)
5.	System Management, Administration & Maintenance software: Administrative software	(Yes / No)	(Yes / No)
6.	Additional Items required to Bidder	(Yes / No)	(Yes / No)
7.	Installation Charges	(Yes / No)	(Yes / No)

II. Post warranty Comprehensive AMC rates (Exclusive of service taxes) per annum for all the items provided as per Annexure – I

Sl. NO.	Description	Total Cost (Rs.) in figures given in Financial Bid?	Total cost in words (Rupees) given in Financial Bid?
1.	2 nd year	(Yes / No)	(Yes / No)
2.	3 rd year	(Yes / No)	(Yes / No)
3.	4 th year	(Yes / No)	(Yes / No)
4.	5 th year	(Yes / No)	(Yes / No)
5.	6 th year	(Yes / No)	(Yes / No)

Note: Please read the notes carefully furnished in the Bill of Material and Price Schedule (Financial Bid)

Place:
Date:

SIGNATURE
NAME & DESIGNATION
SEAL OF ORGANISATION

Organization Letter Head**DECLARATION SHEET**

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

The prices quoted in the financial bids are subsidized due to academic discount given to IIT Kanpur.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

NAME & ADDRESS OF the authorized Dealers/ distributors	
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	

**Signature of Tenderer
Name:**

Seal of the Company

TENDER ACCEPTANCE LETTER
 (To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
 (Signature of the Bidder, with

Official Seal)

After allotment of contract only

FIVE YEAR COMPREHENSIVE MAINTENANCE CONTRACT AGREEMENT

MADE THIS _____ the DAY OF _____ 2020 BY AND BETWEEN STATE

Indian Institute of Technology, Kanpur, established in 1959, is one of the premier institutions established by the Government of India.

AND

M/s _____ having its Head Office at _____
 _____ (hereinafter referred to as

VENDOR which expression shall include its successors and assigns) WHEREAS the Institute has acquired Automatic RFID Boom Barrier along with all accessories (hardware/software] (herein after referred to as EQUIPMENTS) for its operations and VENDOR agrees to provide the same and enquired services as defined herein.

AND

WHEREAS pursuant thereto the Bank having issued a purchase order bearing reference number _____ dated _____ favouring the VENDOR and VENDOR having accepted the said purchase order in its entirety.

2. Now it is agreed as follows:

(a) During this Paid, Comprehensive, Post- Warranty Annual Maintenance Contract, VENDOR shall agree to maintain all the equipment in good working order and for this purpose shall provide, paid repair and maintenance Services for Five years from the date immediately subsequent to the expiry of the free I Maintenance Contract linked to the warranty period.

(iv) **The Total Maintenance Charges** of 10% ad-valorem of the individual work orders pertaining to respective branches **for Seven years** as quoted in Tender, post-warranty, will be paid in equal, ten, half-yearly instalment in arrears, plus GST upon

receipt of Invoice(s) after deduction of penalty, if any. The Maintenance charges, wherever payable by the Bank, will be paid by the respective Office of the Bank where the concerned system is installed.

Preventive Maintenance: VENDOR shall conduct Preventive Maintenance not limited to inspection, testing, satisfactory execution of diagnostics, replacement of unserviceable parts, cleaning and removal of dust and dirt from the interior of the equipment and necessary repairing of the equipment once within the first thirty days of the commencement of the warranty period and once within the first fifteen days of every subsequent quarter on a day and at a time to be mutually agreed upon. Notwithstanding the foregoing, VENDOR recognizes The Institutes' operational needs and agrees that the Institute shall have the right to change the scheduled time to a date and time not later than fifteen (15) working days thereafter with liability of the vendor getting limited to only rectification of the fault and not the consequences of the fault. Any delay imposed by the Institute beyond this period shall completely absolve the Vendor from any liability arising out of non-functioning / degraded functioning of the system and the onus will shift on the concerned Branch to have the service/repair carried out at the earliest and shall remain so till the necessary work is carried out.

VENDOR shall rectify any faults and failures in the equipment and shall repair and replace worn or defective parts of the equipment immediately. In cases where unserviceable parts of the equipment need replacement VENDOR shall replace all such parts, at no extra cost to the Institute with brand new parts or those equivalent or exceeding in performance the existing defective parts, VENDOR, in effecting any such replacement, shall not remove the equipment or any part or parts thereof until the VENDOR is ready to move in substitute RFID Based

Equipment or part or parts to replace it. If the replaced part or parts are not identical in all respects to the part replaced, VENDOR shall inform the Institute in writing at the time of such replacement. The Institute in such case have the right to

request VENDOR to replace the parts with the original, compatible parts only and VENDOR shall comply with such request forthwith. For the purpose of this agreement the meaning of “**Fault / Failure**” shall be restricted to degraded functionality or complete break-down of the system and not caused by any external factor or agent.

(b) VENDOR shall ensure that faults and failures intimated by the Institute as above are diagnosed and repaired within the two next working days of such report being lodged with the vendor. If the repair work is expected to be prolonged beyond two working days, VENDOR shall **replace** the defective component of the equipment immediately, and restore operations. VENDOR will be required to pay a penalty @ Rs.1500/- per day [Maximum Rs.15000] of default with no grace if repair work/ replacement of defective component of equipment and restoration of full functionality does not take place within four (03) working days, of logging of complaint. Working Day is defined as any day on which the concerned branch is open for business within its normal business hours. The penalty if any will be recovered from Maintenance Charges payable / Retention Money Deposit held by the Bank. There shall be no restriction on the number of free call visits in connection with repair and fault complaints, the Vendor will be required to undertake free service calls as many times as required to attend to complaints. For this purpose, communication by any means e.g. Letter, Email, SMS, Instant Messages, Mobile Phone Calls etc which are independently logged will be considered sufficient and the vendor shall have no right to insist on any particular form of communication. For all Electronic Forms of communications the time of sending shall also be considered as time of receipt by the vendor unless the vendor is able to prove delayed receipt of such communication.

(c) **However**, in case the delay is caused due to the exigencies by the Institute then the Vendor shall obtain a certificate in writing from the Security Officer. Authority and submit the same to the authority awarding the contract and produce its receipted copy at the time of payment to offset penal deductions if any. This penalty shall also not apply in case of delays caused by so called acts of God, War, Earthquake, Road or Rail Blockade, Riots, Bandhs, Civil Disturbances, any of which affect either the vendor's nearest service center or the site of installation.

4. Performance expected:

SYSTEM UPTIME for the purposes of this document is defined as productive and error- free time of the Biometric and Proximity Card Based Integrated Access Control System along with Visitor Management and other Security Systems reckoned on a quarterly basis and the SYSTEM UPTIME efficiency shall be computed as under:

$(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$

(a)Where:

(v) TOTAL TIME is the time (no. of hours) for which the equipment is required to be satisfactorily operational at the SITE during the quarter. (90/91/92X24)

(vi) DOWN TIME is the aggregate time lost due to equipment mal-function, unsatisfactory operation and improper maintenance during the quarter.

(1) PERFORMANCE: VENDOR shall guarantee and ensure post installation.

SYSTEM UPTIME efficiency, of 98% for the full configuration of the equipment, in every quarter.

5. PENALTY:

(i) Without prejudice to any of the Institute's other rights and remedies, for every 1 % drop in System uptime from the guaranteed 98% during a quarter, VENDOR shall reimburse to the Bank towards penalty, 0.5 % of value of the particular Order limited to 5%, this will be recovered from the AMC charges payable / Retention Money

(ii) Deposit held by the Institute. In the event of deficiency being such that the 5% penalty ceiling is breached the vendor shall become liable for further penal actions to the extent of termination of his contract with forfeiture of EMD/RMD as deemed fit and reasonable by the Institute. **However**, in case the delay leading to lower up-time is caused due to denial of access to the system by the Bank then the Vendor shall obtain a certificate in writing from the Security Officer / Authority and submit the same to the authority awarding the contract and produce its receipted copy at the time of payment to offset penal deductions if any. This penalty shall also not apply in case of delays in restoration of system caused by so called acts of God, War, Earthquake, Road or Rail Blockade, Riots, Bandhs, Civil Disturbances, any of which affect either the vendor's nearest service center or the site of installation.

(i) VENDOR shall also guarantee that there shall not be more than five failures in any calendar quarter [(Jan-Mar),(Apr-Jun), (July-September), (Oct-Dec)] at any particular site in the Biometric and Proximity Card Based Integrated Access

Control System along with Visitor Management and other Security Systems supplied and installed. In the event of more than five failures in these critical components, VENDOR shall immediately REPLACE the concerned defective component of equipment with a NEW compatible component for the equipment, acceptable to the Institute.

(c)VENDOR shall keep spares of essential kits or parts of the Biometric and Proximity Card Based Integrated Access Control System along with Visitor Management and other Security Systems, at the SITE or at nodal points congruent with Bank's Admin Offices/ Regional Business Offices, as may be required to keep the downtime minimal. VENDOR, if he chooses, may install his own standby system of identical specification. If such systems are acceptable to the Institute, the period of use of such systems shall be deducted from downtime for all purposes.

6. SPARE PARTS OF EQUIPMENTS SYSTEM

4. VENDOR shall undertake to maintain necessary equipment, sub / a Seven years (including warranty period) from the date of commissioning of Equipment at the SITE, to effectively fulfil its obligations.

(i) In the event VENDOR or the Principal decides to discontinue the supply of sub-assemblies, kits of parts, components and spare parts for the Equipment purchased, after the expiry of the said five years, VENDOR shall give 12 months' notice prior to such discontinuance and assist the Institute in making alternative arrangements if required to do so by the Bank.

(ii) All engineering changes generally adopted hereafter towards enhanced functionality by the VENDOR for Equipment similar to that supplied to the Institute, as per the Schedule of Work, shall be made to the Equipment procured by the Bank at no additional cost to the Institute.

(iii) A log / register shall be maintained at the SITE by the Vendor to record incident of Equipment malfunction, errors, faults, failures, defects, etc. indicating the date and time at which VENDOR was informed of / noticed the malfunction, errors, faults, failures, defects etc. and the date and time of commencement and successful completion of repair work and nature of repair work performed on the Equipment together with a description of the cause for work, either by description of the malfunction, errors, faults, failures, defects, etc or as discovered, and repaired during regularly scheduled Preventive Maintenance. Institute shall use the same log for recording the nature of malfunction, errors, faults, failures, defects etc. observed in the Biometric and Proximity Card Based Integrated Access Control System along with Visitor Management and other Security Systems, the date and time of their occurrence and the date and time of their communication to VENDOR. The entries in the register

(iv) under the initials of an authorized representative shall constitute conclusive proof of the malfunction, errors, faults, failures, defects, etc and their rectification.

(e) This log / register will be the basis for the downtime calculation.

(b) The Vendor shall issue Photo-Identify Cards to all its employees who would be deployed for the survey / installation / maintenance or any other work for the system. The Photo-Identify Cards shall be signed by the employee concerned, the authorized signatory of Vendor. Photo copy of such Photo-Identify Cards to be provided to the concerned Admin Offices of the Institute by the Vendor

(c) The Vendor shall make his own arrangement for the engagement of all labour and shall be responsible for regulating their service and work conditions in conformity with all Acts, Regulations, Rules or Order of Competent Authority under relevant laws in force during the Warranty period. Vendor shall indemnify the Institute from all claims relating to Workers/Staff/ Sub-Contractor's Salaries, Wages, Overtime,

Leave, Provident Fund, ESI, Medical Facilities, Gratuity, Bonds or any other claim as applicable and stipulated in any Statutory provisions, rules or order of Competent Authority.

9.The several documents forming the contract e.g. EOI, Terms and Conditions, Corrigendum/s, various correspondences originating from the Institute, Warranty Agreement are to be read as mutually complementary to one another for the purpose of this contract and in case of ambiguities / discrepancies, the interpretation most favourable to the Institute shall prevail. Who shall also clarify to the Vendor in what manner the work is to be carried out and such advice shall be binding on the Vendor without any further recourse to arbitration.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE MENTIONED DATE

Seal of VENDOR affixed in presence of

Shri _____ (VENDOR's authorized representative)

And signed by the duly authorized representative,

Shri _____ Designation _____

In terms of Board / Partnership resolution dated _____

The Institute by its representative

Shri _____

IIT Kanpur, in the presence of

Shri _____

Shri _____

Note: Depending upon the constitution of the VENDOR Company, necessary changes will be made to properly reflect such constitution.