

SHORT TERM LIMITED TENDER NOTICE

Comprehensive Annual Maintenance Contract
For 07 Nos. OTIS Make Lift at
Indian Institute of Information Technology, Allahabad



भारतीय सूचना प्रौद्योगिकी संस्थान, इलाहाबाद Indian Institute of Information Technology, Allahabad

An Institute of National Importance by Act of Parliament
Deoghat, Jhalwa, Allahabad-211015 (U.P.) INDIA

Ph.: 0532-2922025, 2922067, Fax : 0532-2430006, Web : www.iiita.ac.in, E-mail : contact@iiita.ac.in

Ref. No. : IIIT-A/OTIS Lift/Purchase/48/550/2018

Date: 13/12/2018

Tender Notice

S.No.	Description	Date	Time
1.	Last date of bid submission	04/01/2019	12:00 Noon
2.	Opening of Technical Bid	04/01/2019	16:00 PM
3.	Opening of Financial Bid	09/01/2019	16:00 PM

- Sealed tenders are invited from OEM (M/s OTIS) or their authorized service providers on behalf of IIIT-A under **Two Bid Systems (Technical & Financial)** for the **Comprehensive Annual Maintenance Contract of 07 Nos. OTIS Make Lift installed** at Indian Institute of Information Technology, Allahabad. The detailed specifications and terms & conditions are given in **Annexure I, II, III, IV, V**. Tender document may be downloaded from the Institute website "www.iiita.ac.in."
- Tenderers are requested to submit the quotation by courier/speed post/by hand with complete details of specifications, terms & conditions, warranty/guarantee etc. Quotation should be in two separate sealed envelopes "Technical Bid" and "Commercial Bid" and placed in a single envelope with name of the tender, ref. number and closing date superscripted on the top of the envelope addressed to the **Faculty In charge Purchase, Indian Institute of Information Technology, Allahabad, Deoghat, Jhalwa, Prayagraj-211015 (U.P.) India, upto 04/01/2019, 12:00 Noon**. Quotations duly sealed may also be dropped in the tender box placed in the office of the Faculty In-charge, Purchase, IIIT-Allahabad, Prayagraj. Basic rate, taxes and other charges if applicable etc. must be quoted separately, F.O.R. destination at IIIT-A, Prayagraj. Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose.
- Details of Bank account of Firm for returned of EMD and/or Performance Security
Bank's Account Holder Name:.....
Type of Account Name:.....
Address of Branch:.....
Account No:.....
IFSC Code:.....
- E.M.D. :** EMD amount Rs.22,000/- (Rupees Twenty Two Thousand Only) should be directly transfer into the bank account (IIIT-A General AC) of Indian Institute of Information Technology Allahabad through RTGS/NEFT and the tender document should be accompanied with the transaction receipt of RTGS/NEFT (Any bid without EMD fee receipt will not be considered). **EMD receipt should be enclosed with the Technical Bid document.**

The detail of Institute's Bank account is as below:

Account Name: IIIT-A General AC
Bank Name: Indian Overseas Bank
Address: 61, M.G. Marg, Civil Lines, Prayagraj
Account No.: 035001000060976
IFSC Code: IOBA0000350

Amount of EMD as below:

S.No	Description	EMD Amount in Rs.	Transaction No. of RTGS/NEFT
1.	Comprehensive Annual Maintenance Contract of 07 Nos. OTIS Make Lift	Rs.22,000/-	

Handwritten signature

5. The **Technical Bids will be opened** in the presence of the tenderers, or authorized representatives interested to be present on **04/01/2019 at 4:00 PM. Financial bid of technically qualified firm will be opened** on **09/01/2019 at 4:00 PM.** Information to technically qualified firms will be sent through email. Vendors are desired to submit their authorization letter along with a photocopy of their photo identity card. Only one representative will be allowed to attend the technical/financial bid for a particular firm. Please carry the same original proof of identity for verification purpose at the time of opening of tender/enquiry. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered. The financial bids of only those bidders, who's Technical Bids will qualify, shall be opened by concerned committee. For any queries regarding the tender, please send a mail to info.purchase@iiita.ac.in.

Assistant Registrar (Purchase)


Copy to:

- PS to Hon'ble Director- for kind information of the Hon'ble director please.

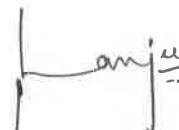
Kanju

Qualifying / Eligibility criteria along with terms & Conditions:

1. It is a specialized job, the work shall be given either to the Contractor OEM (M/s OTIS lifts) or to an authorized service providers of M/s OTIS LIFT.
2. The authorization certificate by the M/s OTIS LIFT for the authorized service provider is mandatory to be submitted along with tender.
3. **It is mandatory for the participant to submit the following document.**
 - a. **Copy of Registration Certificate.**
 - b. **Copy of service tax registration certificate from the office of customs & Central Excise department.**
 - c. **Copy of PAN /TAN /GSTIN, etc as applicable.**
 - d. **Copy of Audited Profit and Loss for last 3 years.**
 - e. **Detailed experience certificates of CAMC for last 5 years related to OTIS Make Lift & Elevators.**
 - f. **Two CAMC orders of Govt./Autonomous bodies/PSU.**
 - g. **Copy of work order of AMC of two similar capacity of OTIS lift during the last two financial years.**
 - h. **The list of current organizations where the supplier is providing AMC.**
 - i. **License issued by appropriate authority.**
4. The tenderer shall submit a declaration that, the price/rate submitted is "UNCONDITIONAL"
5. The tenderer shall submit the original tender document duly signed and stamped on each paper as a token of acceptance of all terms and conditions and scope of work as given.
6. The rates in the tender shall be valid up to 90 days from the date of opening of the tenders. The rates shall be inclusive of service tax/trade tax etc as applicable during the contract period. Any increase or decrease in statutory payments during the contract period will be reimbursed / deducted by the Institute on production of evidence.
7. **Security Deposit:** The successful bidder (L1) has to deposit Security deposit which will be equivalent to 10% of the contract value in favour of 'IIT-Allahabad', which has to be electronically transfer through the RTGS/NEFT into the bank account of Institute as mentioned below:
Account Name: IIITA General AC
Bank Name: Indian Overseas Bank
Address: 61, M.G. Marg, Civil Lines, Prayagraj
Account No.: 035001000060976
IFSC Code: IOBA0000350
8. Security deposit should remain valid for a period of sixty days beyond the warranty period. No interest shall be paid on Performance Security. The Performance Security will be forfeited by order of the Competent Authority in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non- acceptance of the supply order. EMD will be released after receiving of transaction receipt of RTGS/NEFT of security amount.
9. The payment will be made on quarterly basis after the submission of the bill. The deduction of TDS etc will made as per rules and rates applicable.



10. The Institute reserves the right to accept or reject any or all the tenders, wholly or partly without assigning any reason whatsoever.
11. **The period of Contract shall be 3 years from the date of start. However, Institute will have right to terminate the contract by giving one month notice. After completion of Three years of CAMC, it may be further extended on yearly basis upto a period of maximum next two years on the basis of the satisfactory performance report. Payment for this period will be calculated on the proportionate basis of rate quoted by the successful vendor in his financial bid of CAMC.**
12. If any damage is done to the Institute's installation by the Contractor's Labours, the same shall be recovered from the Contractor. Therefore proper care must be taken and experienced /qualified persons should be deputed on the job to ensure safety of the man and materials. The suitable penalty shall be imposed on any misconduct default, damages caused to the Institute due to negligence of contractor.
13. All disputes or difference what so ever arising between the parties out of relating to this contract or breach there off shall be settled by Director, IIT-A, who will decide the dispute and whose decision shall be final and binding on both the parties. Regarding jurisdiction of court, the Allahabad court will have jurisdiction.
14. Force majeure conditions shall be applicable.
15. In addition of above terms and Conditions, general conditions of Electricity act and safety rules, manpower deployment rules etc will be applicable.
16. The detailed scope for work is as per **Annexure- (III)**



Technical Bid *

(On letter head of the Firm & in a separately sealed envelope)

PROFORMA FOR APPLICATION

1. Name of the firm :-
2. Address of the firm :-
.....
3. Mobile Number :-.....
4. Proprietor's name: -
5. Address of Proprietor: -
6. Proprietor's Mobile No. :-
7. Email Id:
(for official communication)
8. Details of the firm:-
 - (a) Date from which the firm is operating: -
 - (b) Turnover of the firm during: -FY 2016-17 (₹)-----
FY 2017-18 (₹)-----

(Please attach documentary evidence)

- (c) PAN No. :-
- (d) GSTNo. :-

*** Mandatory to fill all the above details.**

TERMS AND CONDITIONS OF THE TENDER

1. These instructions are over and above the instructions contained in the enclosed set of tender documents.
2. Bidder must fill the letter of Undertaking and Declaration Proforma complete in all respect.
3. Bidder must quote their rates exclusive of all taxes and duties. Taxes applicable may be quoted separately giving full details.
4. Bidder must sign in each and every page of the enclosed tender documents and submit the same in sealed cover superscripting the NIT No. name of work, bid opening date and particulars.
5. Rates shall be quoted both in figures and in words in clear visible writing. No overwriting is allowed. All scoring and cancellations should be countersigned in full by the tenderer. In case of illegibility the interpretation of the Tender Committee shall be final.
6. **Bid:** The tenders are to be submitted in two part viz. "Technical Bid" and "Commercial Bid" in two separate sealed envelopes separately. The commercial bid will be opened only after acceptance of "Technical Bid".
7. Based on the evaluation of the technical bid submitted by the tenderer, the Committee would shortlist, the tenderers. The short listed tenderers may be asked to make a presentation after opening of the technical bid before the committee if, required.
8. **Price Basis:** Rate should be quoted F.O.R. destination at IIIT-A, Deoghat, Jhalwa, Prayagraj.
9. The EMD will be forfeited if the contractor fails to commence the work as per letter of Award.
10. **Payment:** Payment for the CAMC shall be made on quarterly basis within 15 days after the satisfactory report & recommendation of Engineer in-charge.
11. **Exemption:** The institute is exempted from custom in terms of notification No. 51/96-custom dated 23/07/96 and is an University established under M.H.R.D. Govt. of India. Certificate to this if, required shall be provided by the Institute.
12. **Taxes:** The unit rates should be quoted exclusive of all taxes, duties, levies, freight, insurance etc.
13. The Contractor, who will be awarded, will have to enter into agreement with IIIT-A within 7 days of Letter of acceptance. The agreement is to be executed on adequate stamp paper. Cost of stamp paper will be borne by the contractor.
14. Each tenderer should clearly specify that the tenderer agrees to abide by the conditions of this tender document on their printed letter head indicating here on GST No., FAX, Email, Telephone numbers
15. The rates should be quoted in Indian rupees. Only unit prices are to be quoted both in digits and in words. In case of a discrepancy in the two, quoted rates in words will be taken as valid and final.
16. Quoted rate should be valid at least for 03 months from the date of opening.
17. All figures etc. must be in English Language only.
18. The Contractors/companies that were black listed at any stage need not to apply.
19. Director, Indian Institute of Information Technology, Allahabad reserves the right to reject or accept any tender.
20. Director, Indian Institute of Information Technology, Allahabad will be the sole arbitrator of all the disputes and his decision will be binding on both the parties.
21. Director, Indian Institute of Information Technology, Allahabad reserves the right to alter/modify any or all conditions of this tender notice.



22. Completion period shall be 36 months from the date of award of work and can be extendable for further 24 months depending upon the satisfactory performance of the Contractor and with mutual agreement.
23. All pages of the tender documents are to be signed and stamped by the tendering Contractor.
24. Defect liability period shall be 2 months after the expiry of the contract.
25. Any conditional tender will not be accepted.
26. The lowest rate will not be the basis of claim to get the order.
27. Tender/Quotation should be addressed to Faculty In charge Purchase, Indian Institute of Information Technology- Allahabad, Deoghat, Jhalwa, Prayagraj-211015 (U.P.) India.
28. For any technical queries, please contact Sh. Satya Prakash Sahu, Junior Engineer (0532-2922044).
29. All disputes are subject to jurisdiction of High Court Allahabad, Prayagraj.

For any query pertaining to this bid correspondence may be addressed to:

**Faculty Incharge
Purchase Section
IIIT-Allahabad, Deoghat, Jhalwa
Prayagraj
Phone : +91 0532-2922051
E-mail: info.purchase@iiita.ac.in**




Assistant Registrar (Purchase)

Certified that the information in the proforma is true. I/We agree to the contents of terms & condition of the quotation/tender.

.....
Seal and Signature of the Proprietor/Authorized Representative

**SCOPE OF WORK FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
FOR 07 NOS. OTIS MAKE LIFT AT IIIT-ALLAHABAD**

1. Scope of Comprehensive Annual Maintenance of 07 Nos. OTIS lifts all inclusive activities related with checks, repair, cleaning, servicing, replacement (Preventive as well corrective and breakdown) of the entire installation, its trouble free and satisfactory operation, functioning round the clock and year round. It will cover adequate provision of complete range of infrastructure related men, means and materials required for operation and maintenance of the installation.
2. The contractor will keep the system updated all the time with regard to all the Electro mechanical equipments, operating devices. He will maintain proper record (Log book as well as printout if required) of daily status of the installation and also faults/troubles developed and remedial steps taken. He will also maintain records of the performance data and its analysis obtained from the print out and will predict any special action required on the part of owner (IIIT-Allahabad) at any stage to keep the system healthy and updated. The agreed amount for the Annual Operation and Maintenance contract will cover all expenses related with around the clock deployment of technical personnel by the contractor and provision of spares/consumables OR any other material Or Components Or Equipments as a whole which may be required for rectification of any faults and satisfactory functioning of the system.
3. The contractor will submit Service slip monthly to the Engineer- in- charge. Any restrictions received by the Engineer- in- Charge will be immediately and fully complied with by the contractor without any delay.
4. For any planned shutdown for repair or maintenance, the contractor will obtain the prior permission of the Engineer- in- Charge. For all preventive maintenance contractor will submit the monthly schedule to the Engineer-in- charge at least one week advance.
5. The contractor will deploy, trained and experienced staff fully conversant with the functioning and design of the installation covering civil construction as well as electro mechanical equipments and layout.
6. The contractor will be fully responsible for any consequential damages in case failure of the system.
7. Labour, repairs or replacement of the system components shall be the responsibility of the contractor at no cost of IIIT-Allahabad during this comprehensive, Operation and maintenance period.
8. All equipments that required repair/replacement shall be immediately serviced, repaired OR replaced as approved brand by Engineer-in- charge. All replacement, parts and labour shall be supplied promptly without any cost to IIIT-A.
9. In case any theft during the tenure of the contract, the agency shall be fully responsible for the same and losses due to theft shall be recovered from subsequent bill of the contractor.
10. In case damage to the property of IIIT-A due to negligence of the agency persons, manpower, the agency shall have to make good the losses suffered by IIIT-Allahabad, failing which the loss shall be recovered from the subsequent bill of the agency.
11. The scope of Electrical annual maintenance includes all cable from panel, checking and tightening the end termination, check IR value and continuity, check meter zero error and take corrective action, if required. Lift Panel instruments, check the termination of connections, and check functioning of the instrument, Calibrate the instrument and repair/replace if required. Lift Electrical system including electrical panel for all the equipment in bid including all the switchgear, cables, control wiring, multifunction meters etc.
12. The scope of Mechanical annual maintenance work includes: Alignment, lubrication, tensioning of all devices and rotating parts as required time to time as per the details in the installation manuals of relevant IEI ltd. Provisions. Dismantling and assembling of equipments items as required, cleaning and flushing of pipe lines and filters, dismantling, servicing and refixing of valves.
13. The contractor shall provide the house keeping and keep the Lift Room area in a neat and clean condition.



Special Terms and Conditions

1. The LIFT CAMC contract shall be valid initially a period of 3 years from the date of award the contract. The contract could be renewed maximum for next two years only in writing on yearly basis. Either party can terminate the contract once awarded, after giving ONE months' notice to the other party. Nevertheless, IIIT-A may terminate the contract of the contractor without any notice in case of breach of contract IIIT-A Director's decision that a breach has occurred will be final and shall be accepted without demur by the contract.
2. The contractor shall be responsible to maintain the LIFT in good working conditions. In case of any damage, contractor shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the Contractor himself.
3. On termination of the agreement, the contractor will hand over all the equipment's as supplied by the in good working condition back to.
4. If any breakdown, it should be attended within 24 hours from the time of complained. The contractor has to attend the problem even during holidays / late hours / Sundays for which no additional payment will be paid.
5. The payment shall be released on quarterly basis after satisfactory completion of the job and produce service / preventive maintenance report duly signed by the authorities along with bill. Income Tax (TDS) as applicable at prevailing rate will be deducted at source.
6. Comprehensive Annual Maintenance Contract (CAMC) shall be covering repair or replacement of all Major & Minor spare parts including relays, contact, printed circuit board, controllers, drives, motors, breakers (after side main power supply i.e lift side) sensors, switches, single phase presenter & phase reversal , indicators, alarm, lift side cables (lift side) rope, brakes automatic rescue service including battery including all the Electrical & Mechanical components and excluding mirror, hoist way lights, lift car lights and switches.
7. The contractor shall be responsible to renewal of licence to work lift from office of the Electrical Inspectorate, Allahabad.
8. Contractor shall issue identity card (ID) card to their workforce whenever they enter the premises for service / maintenance work. The contractor shall provide the valid identity card to the persons deployed by him with due verification by the competent authorities and provide the details to the Engineer-in-charge. Any change in deployment will also to be updated.
9. The contractor should at least once in a month checkup the lifts installations clean, oil / lubrication, service and adjust all those parts where such services are necessary.
10. The service persons should be skilled and well experienced in similar kind of lifts to service.
11. IIITA will provide required materials for repairing hoist way lights and switches and it has to be repaired / replaced by the AMC contractor.
12. The contractor should use only genuine spare parts with same specifications.
13. The machines are normally required to be repaired on site. In exceptional cases when the machine cannot be repaired in the office premises and is required to be taken to the workshop, the authority will not make any payment towards cartage and the expense for the to and fro transportation of the machines shall be borne by your Contractor.
14. The contractor shall be responsible to coordinate and liaison with local authorities.
15. Any accident or damage during maintenance / operation will be the responsibility of the contractor and the IIITA will not entertain any claim, compensation, and penalty. Etc., on this account or on account of non-observation of any other requirement of law relevant to his work.
16. The agency will provide the workers with necessary testing and safety equipments and also follow all the safety measures strictly.
17. The service person should be displayed caution board in all the floors during service / maintenance period .

Assistant Registrar (Purchase)

Signature of Tenderer:

Name of the Authorized Signatory:

Name and Address of the Company/Contractor:

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Detailed Scope of Work:-

1. Providing Comprehensive Annual Maintenance services to **07 lifts (OTIS Make)** installed at IIIT-Allahabad. The broad objectives of the maintenance services for electro – mechanical equipments are to ensure the equipments (lifts), always functional and maintained to achieve optimum life and safety. To ensure safety of the personnel, required measures are to be taken and consistently maintained for efficient operations. The scope of works for which bids have been invited will broadly be as per spectrum of services detailed in this document.
2. **However, bidders are advised to personally visit the site and assess the actual quantum of work before submission of bids.**
3. **Scope of work:**
 - i) Electro Mechanical Equipments for which Maintenance Services are needed are detailed at **Clause 4 (as below mentioned)**. However, any other services which may be relevant and necessary shall be provided by the contractor.
 - ii) Checking, cleaning, servicing, periodical inspection and testing, preventive maintenance, necessary repair and replacement of defective parts etc., ensuring continuous and effective functioning of the lift / elevator.
 - iii) The repair/ replacement of defective parts in the lift shall be done by the contractor free of cost.
 - iv) Issuing Annual Safety Certificate through the lift Health checkup and safety Equipments.
 - v) **The contractor, apart from executing the scope of services detailed hereunder shall also arrange required clearances, licenses renewal / sanctions etc. on behalf of IIIT-A from various Govt. departments. However, Govt. fee if any shall be borne by the Institute.**

3.1 Building Lift (Elevator)

- i) All the electro mechanical services of the captioned building are to be maintained as per the requirement of the Institute. The requirement will broadly be to keep the equipments in good and efficient working condition at all the time, follow the preventive maintenance and periodical overhaul schedule & procedures as listed in the manuals / literature of the OEM (OTIS) & also as mentioned in this tender document & will ensure safety of the equipment and personnel using it.
 - ii) The Service provider shall perform preventive maintenance (monthly) and corrective maintenance to the lift and its accessories as per service manual of the OEM and as per tender document and requirement of the Engineer Incharge from time to time. The service provider shall regularly examine elevator equipments and provide gear oil, lubricants, grease, break shoe, push buttons of car and landing etc. required for proper maintenance of the lift / elevator.
 - iii) The contractor has to repair / replace items which are absolutely required for operation & maintenance of equipments in working condition under their scope, beyond they may obtained necessary approval from competent authority of the Institute before repairing to make good to service the equipments.
4. The contractor shall attend to any maintenance problems and rectify the defects within the time limit set against different classification of rectification work as stipulated below:
- a) **Minor/Medium rectification works- within 24 hours** of notification to the contractor by the Institute such as, but not limited to,
 - i) Repair / replacement of switches sockets plugs misc. electrical / mechanical faults, misc. repair / rectification works including cleaning of contacts, contact points, earthing points & filters etc.
 - ii) Replacement of eyelets, socket, lugs & gaskets etc. in panels or motors.
 - b) **Major rectification works/capital repair- within 72 hours** of notification to the contractor by the Institute such as but not limited to Transformer and replacement of certain non-stocked spare parts (not locally available in Allahabad etc.) which require the justification for 72 hours work schedule.



5. However, in case of any doubt in classification of rectification work, contractor can give technical justification and ask for extra time for approval of Competent Authority of the Institute, who will have power to grant such extra time / change the classification of rectification work depending upon the correct technical justification and a reasonability of time scheduling for such extension / change of classification of a particular rectification work.
6. In case the contractor fails to rectify the defect(s) after handing over assets installed in the Institute in time limit mentioned above, the Institute reserves the right to get the defect(s) rectified at risk and cost of the contractor without further notice and will charge 20% extra on the actual expenditure incurred (material, manpower, machinery etc.) from the monthly bills of the contractor.
7. In case emergency arises, Agency has to depute their Technical persons to sites in odd hours to repair the defects & resolve the problem.
8. The contractor should use its own equipment for maintenance of lift.
9. **Duration of the contract:**
The contract will be valid for a period of 3 year. However, if services are not found satisfactory during the aforementioned period, the contract will be terminated any time by giving a one month notice. The contract may be extended for further two years on yearly basis, on proportionate rates at Institute's option.
10. **Payment terms:**
 - a. Payment will be released on quarterly basis after ascertaining the satisfactory performance of contractual responsibility carried out in the said quarter based on the bills duly signed by the Engineer Incharge/User of the Building along with the service/preventive maintenance report submitted by the contractor and certified by the concerned officer to the effect that all the complaints recorded in the registers have been attended to and routine maintenance has been carried out.
 - b. No advances will be paid.
 - c. TDS will be deducted as per norms.
11. Rate should include charges for removal of debris out of premises to nearest dump, removing stains, cleaning the site thoroughly and restoring it to original condition where work is undertaken.
12. Quoted rate should be workable and should include all overheads and profits. Rates should include GST. No variation of rates will be allowed during the tenure of CAMC.
13. The contractor should have valid license relating to the contract work all the time and the workmen employed by the contractor should also have the valid license and experience in the trade.
14. The Contractor should observe all the safety precautions for the safety of the labour and the employees of the Institute during execution of works. The contractor should arrange to obtain necessary insurance cover for its employees. He would be responsible for the safety of persons employed by him.
15. The contractor or his supervisor should visit the site at least twice in a month or as and when required by the Institute for which no extra payment will be made and they should be readily available to the Institute.
16. The contractor should arrange to issue photo identity card to its workmen/ employees, which they must carry while executing their job.
17. The contractor shall be fully responsible and compensate the Institute in the event of any damage to men or material, injury/ damage or death as the case may be, caused directly or



- indirectly due to the negligence of the contractor or his agents and/ or his employees or workmen. The decision of the Institute in this regard shall be final and binding.
18. The contractor should not employ any person who is prohibited by law from being employed for fulfilling obligations under this contract.
 19. Any act of indiscipline/ misconduct/ theft/ pilferage on the part of any employee engaged by the contractor resulting in any loss to the Institute will be viewed seriously and the Institute will have the right to levy damages or fine and/ or even terminate the contract forthwith.
 20. In case of any default or failure on your part to comply with all/ any one of the terms and/ or conditions, the Institute reserves to itself the right to take necessary remedial measures befitting to the situation including, inter-alia, the deduction of appropriate amount(s) from dues otherwise payable to you and/ or by taking recourse to appropriate recovery proceedings.
 21. If any dispute arises on any matter concerning this contract, the decision of the Institute shall be final and binding.
 22. The contractor should not cause or permit any nuisance on the site which shall cause unnecessary disturbances or inconvenience to the occupants/ visitors at site or near the site of work.
 23. The workman employed by the contractor should abide by the rules and regulations inside the Institute.
 24. The contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of the Institute. The fees, if any, will be reimbursed, based on the original receipts issued by them.
 25. The Institute reserves the right to accept/ reject any tenders either in whole or in part without assigning any reasons whatsoever.
 26. The contractor shall provide everything necessary for the proper execution of the works. Institute will not supply any T&P materials or any other materials required for CAMC works. The Institute will make no payment for T&P materials, etc. However, Institute will provide power; water free of cost for works within the premises with prior permission but indiscriminate use will not be allowed. The contractor shall supply, fix and maintain all the scaffoldings, jhulla, T& P etc. at his cost during the execution of any work and remove them as soon as the work is over.
 27. The contractor shall not directly or indirectly transfer, assign and sublet the contract or any part of it.

(Signature & Seal of the Contractor)

A handwritten signature in black ink, appearing to read 'Kanju', is written over a faint, illegible stamp or watermark.

FORM-1

Details of the similar works in Hand

(On the letter head of the Contractor)

Sl. No.	Name of Customer	Description of work	Date of		Remarks
			Start	completion	

Sign and Seal of Contractor

FORM-2

List of work related Equipment, Machinery and tools tackles etc immediately available with the Bidder for use on this work.

(On the letter head of the Contractor)

Sl.No.	Description	Function/Purpose	Remarks

Sign and Seal of Contractor

FORM-3

Details of technical personnel with the bidder who will be deployed for this work

(On the letter head of the Contractor)

Sl.	Name of person	Whether working in Field or in Office	Mode of employment & Experience	Period for which the person is working with the Bidder	Remarks

Sign and Seal of Contractor

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Proforma of Letter of Undertaking

(To be executed on non-judicial stamp paper of value Rs.100/- & to be submitted by the tenderer along with the tender)

To,

**The Director
Indian Institute of Information Technology, Allahabad
Devghat Jhalwa,
Prayagraj-211015**

Dear Sir,

- 1.0 I/* We have read & examined the following bid documents relating to
- 1.1 Notice Inviting Tenderdt
- 1.2 Conditions of contractat
containing sections 'Notice Inviting Tender' & All Conditions of Contract.
- 1.3 Special Conditions of Contract.
- 1.4 Technical Specifications.

*I/ *We hereby submit our tender and undertake to keep our tender valid for a period of 90 days for the date of opening of tenders i.e. upto /

*I/ *We hereby further undertake that during the said period *I/* We shall not vary / alter to revoke my / our tender during the validity period of tender.

This undertaking is in consideration of agreeing to open the tender, consider and evaluate the same for the purpose of award, in terms of provisions of tender documents. Should this tender be accepted, *I/ * We also agree to abide by the fulfill and comply with all the terms and conditions and provisions of the above mentioned tender documents.

Signature along with seal of the Company

Duly authorized to sign the tenderer on behalf of the contractor

Name:

Witness:

Signature:

Date:

Name & Address:

Designation:

Name of Co. (Block Letters)

Date:

Postal Address:

Telegraphic /Telex No:



PERMANENT ACCOUNT NUMBER OF BIDDER

The bidder is advised to take his Permanent Account Number (PAN) from the Income Tax Department, if not taken so far, may please furnish the same. In case the application has been furnished and PAN not allotted so far, the declaration to this effect may also be furnished in the Bid in the following format:-

Our PAN is:.....

Or

We have applied for PAN to income Tax Deptt. on and the PAN is awaited

Or

We shall apply for PAN by

OBSERVANCE OF LABOUR LAWS AND CONTRACTORS LIABILITY

1. The contractor shall comply the provisions of all labour laws applicable and in particular comply with provision of the contract (Regulation and Abolition Act, Minimum Wages Act, Workman's Compensation Act. Etc.)
2. Under the Provisions of any law or by an order of the Competent Authority/Court, in respect of this contract or labourer so supplied, the Management of IIIT-A shall have right to deduct such amount from the bills/security deposit or otherwise recover from the contractor. The contractor shall be responsible to reimburse such amount to IIIT-A on demand and without any demur, reservation, contest or protest.
3. The contractor shall at all time indemnify the IIIT-A against all claims, damages or compensation under provisions of payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. The workman's compensation Act, 1923, industrial Dispute Act, 1946 and the Maternity Benefit Act, 1961 or any modifications there in or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works, whether in your employment or not save any except where such accident or injury has been resulted from any act of Corporation, his agents or servants & also against all costs, charges & against all sum or sums which may with your consent be paid to compromise or compounds any such claim. Without limiting the obligations and liabilities as above provided you shall insure against all claims, damages or compensations payable under the workman's compensation Act, 1923 or any modification thereof or any other law relation thereto.
4. The contractor shall prove to engineer-in-charge from time to time that contractor has taken out all the insurance policies referred to above and have paid the necessary premiums for keeping the policies alive.
5. The aforesaid insurance policy/policies shall also show IIIT-A as assured beneficiary along with the contractor.
6. The aforesaid policy/policies shall provide that they shall not be cancelled till the in charge of the contractor has agreed to their cancellation.



DECLARATION
(Regarding ownership and/or employment of IIIT-A Employees)

No: /Lift/CAMC/2018,
date : / /2018

To be filled in by the tenderer, signed and submitted along with tender papers. I/We hereby declare that I/we or Partners or Directors of our concern do not have any such person under my/or employment who has retired/resigned/ removed/dismissed from IIIT-A during the last two years.

I/We hereby declare that I/We or partners or Directors of our concern have the following under my/our employment who has/have retired/resigned/removed/dismissed from IIIT-A during the last two years.

SI.	Name of Person	Date of leaving	Reasons for leaving IIIT-A

I/We hereby declare that I/We or partners of directors are not related to any employees of IIIT-A

OR

I/We hereby declare that the following persons employed in IIIT-A and any other IIIT-A Project/Station are related to me/us for partners or directors of our concern as per details indicated.

SI.	Name of Person	Designation and Name of project or Office of IIIT-A	Relationship

NOTE: The near relative shall include wife, husband, parents and Grand Parents, children and Grand Children, Brother And Sister, Uncles, Aunts and Cousins and their corresponding in-laws.

(SIGNATURE OF TENDERER)

NAME

WITNESS SIGNATURE:

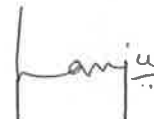
NAME :

PLACE :

DATE :

Note:

1. Please tick whatever is applicable and delete/cut whatever is not applicable
2. Please attach extra sheet if necessar



AGREEMENT

An agreement made this on _____ day of _____ between Registrar, Indian Institute of Information Technology, Allahabad _____ (herein referred to as Employer) of the part and M/s _____ (herein referred as the Contractor of the other part).

Whereas in response to call for tender for the _____ as per tender paper at _____ hereto contractor has submitted a Tender as per Annexure 'A' hereto and whereas the said Tender of the contractor has been accepted the total estimated contract value of Rs. _____ as per copy of letter of acceptance of Tender No. _____ Dated _____ completed with enclosures at the accepted rates and agreed deviations from Tender Papers as per annexure hereto. Now this agreement witness that consideration of premises and the payment to be made by the Employer to the contractor provided for herein below the contractor shall supply all equipments and materials and executed and perform all works for which the said Tender of the contractor has been accepted strictly according to the various provisions in Tender papers hereto and upon such supply execution and perform to the satisfaction of the Employer, the employer shall pay to the contractor at the several rates accepted as per the said annexure and in terms of provisions herein.

In witness whereof the parties have here unto set and subscribed their respective hands and /or seals the day and years respectively mentioned against their respective signatures.

Signed and delivered at _____ by Sri _____
For and on behalf of M/s _____
the contractor within named in the presence.

(Authorized Signatory)

Witness:

1. Signature
Name in Block Capitals _____
Address _____

2. Signature
Name in Block Capitals _____
Address _____

Signed and delivered at _____ by Prof./Dr. _____
Registrar, Indian Institute of Information Technology, Allahabad in the presence of:

Registrar, IIIT-A

Witness:

1. Signature
Name in Block Letter _____
Address _____

2. Signature
Name in Block Letter _____
Address _____



Agreement Terms & Conditions

1. Contractor should indemnify to compensate all losses on account of any failure/negligence/non compliance or lapses in discharging the service for the protection of property. The amount of such compensation shall be determined by .
2. Man power engagement for the entire period is to be decided by the Contractor to suit the satisfactory completion of service contract.
3. All working materials, tools and tackles required for executing the contract shall be supplied by the Contractor.
4. The Contractor shall be responsible for observing the security rules / regulations / instructions of this Institute made from time to time.
5. **The Contractor is liable to provide immediate first aid/hospitalization in case of accident/sudden illness to his engaged personnel. The Contractor shall be liable for making any compensation which may arise in case of any accident** to person employed by him against this contract as per Workman Compensation Act/ ESI schedule as applicable. For minor injuries while on work financial/medical help shall immediately be given by the Contractor.
6. The Institute shall not be under any obligation for providing employment to any of the worker of the Contractor after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the worker of Contractor.
7. No advance payment shall be made to the Contractor.
8. (i) The Contractor shall attend to any maintenance problems and rectify the defects within the time limit set against different classification of rectification work as stipulated below:
 - a) Minor/Medium rectification works - within 4 hours of notification through e-mail/ telephonic to the Contractor by such as, but not limited to,
 - i. Repair/ replacement of switches sockets plugs misc. electrical / mechanical faults, misc. repair/rectification works including cleaning of contacts, contact points, earthing points & filters etc.
 - ii. Replacement of eyelets, socket, lugs & gaskets etc. in panels or motors.
 - b) Major rectification works/capital repair- within 72 hours of notification through email/ telephonic to the Contractor by such as but not limited to Transformer and replacement of certain non-stocked spare parts (not locally available in Allahabad) which require the justification for 72 hours work schedule.
 - c) However, for daily supervision and maintenance one person from the Contractor should be present 24x7 hours to attend electrical / mechanical faults and he has to report to Site Engineer or Engineer in charge daily.

(ii) In case of any doubt in classification of rectification work, Contractor can give technical justification and ask for extra time for approval of Engineer in charge who grant such extra time/change the classification of rectification work depending upon the correct technical justification and a reasonability of time scheduling for such extension/change of classification of a particular rectification work.

- (a) In case the Contractor fails to rectify the defect(s) in time limit mentioned in point no. 8, reserves the right to get the defect(s) rectified at risk and cost of the Contractor without further notice and will charge 10% extra on the actual expenditure incurred (material, manpower, machinery etc.) from the quarterly bills of the Contractor.
- (b) In case of unserviceability / dysfunction of the equipment for a period longer than as stated at point no. 8, Penalty as detailed below shall also be imposed on the Contractor and the amount will be recovered from their respective quarterly bills.

(iii)

Period (in days)	Penalty (per day)	Remarks
2 to 5	@1% of the yearly contract amount	In case the period is same in the same month, penalty will be worked out on pro-rata basis.
6 to 10 days	@2% of the yearly contract amount	

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more than 10 days	@5% of the yearly contract amount	
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NOTE: In exceptional cases on timely written request by the Contractor, competent authority of may consider to extend the time limit mentioned above. The decision of competent authority shall be final and binding on the Contractor in respect of category of rectification of defects. However, all complaints will be attended promptly and the time limit set for each category is the maximum time limit.

9. Responsibility of the Contractor at the end of the contract period:

- a. All equipment taken for maintenance during the contract period shall be handed over back to in good working condition.
- b. Any equipment taken outside for repair from campus shall be handed over in good working condition well before the end date of contract.
- c. Gate Pass issued by to the Contractor’s employees, if any, shall be handed over to Representative.
- d. In case any equipment not handed over to in good working condition, then would get them repaired/procured on its own from other sources at the risk & cost of the Contractor and the cost (along with 10% extra Charge) incurred shall be deducted from any payment due to Contractor/security deposit.
- e. All the employees of the Contractor shall be in proper neat & clean uniform (including shoes) and will behave courteously, disciplined and professional manner maintaining absolute integrity during their duty / service hour in Campus. The employees of the Contractor shall display their photo ID cards duly issued and signed by the Contractor while attending to the complaint in Campus.
- f. Engineer In-Charge or any nominated official can carry out any surprise inspection, without any notice and deficiencies in service equipment, spares, manpower or any other position of contract pointed out in inspection register maintained by Contractor or through other means shall be made good by Contractor failing which risk & cost provisions for deficient service shall be invoked.

10. FREQUENCY OF MAINTENANCE

The bidder shall carry out the maintenance services at the frequency detailed in maintenance schedule & as per guide line of OEM maintenance manual. Agencies have to attend to break-down service as and when required. The frequency may be increased depending up on requirement at site. As a whole it is to ensure that the equipments are well maintained at all the time. The work will be carried out at suitable timings to ensure that office work is not disturbed.

Note-1: The date of servicing carried out and next due date of servicing in respect of systems shall be neatly painted/pasted on assets in small fonts for effective monitoring as per direction of Engineer-in-charge.

Note-2: The Contractor is required to submit preventive periodical maintenance schedule for approval by Engineer-in-charge at the time of starting the work after attending the scheduled/routine maintenance, Contractor will submit service report(s) as and when preventive periodical maintenance of any installation becomes due/ is carried out.

11. The Contractor during its normal working hours, shall send at regular intervals and as frequently as the Contractor thinks necessary, having regard to the age, nature and condition of the lifts (but not less than 12 times per annum), a technician to systematically inspect, adjust and lubricate the parts of the Elevators to the extent necessary to maintain the Elevators in satisfactory working order. The Contractor will supply all lubricants (made as per standards) necessary for this purpose. The Technical staff will maintain a logbook of the complaints received and rectified during the period of contract. Should any eventuality arise, the Institute shall request for the services of the mechanic on Saturday/Sunday/Holiday and beyond office hours without payment of any additional remuneration. The Contractor shall also keep stock of genuine spare parts which may be required for replacement in the event of such parts becoming non-functional or defective, during the currency of the contract. The old parts will be handed back to the . In case of intermittent failures or repetitive problems due to improper diagnosis or repair, the machine will be treated as continuously out of order.
12. The work shall be carried out in the premises of the . Only such work, the execution of which is not possible in the premises of this Institute, may be allowed to be done in the workshop of the Contractor. In no case, any part thereof shall be taken out of the premises without formal written permission of this Institute. No transportation charges on this account will be paid. The parts thereof, taken to the workshop, will have to be brought back within 3 days failing which the cost of the machine/parts will be recovered from the Contractor and if considered necessary, the contract will be terminated, without further notice.
13. The Contractor shall be responsible for smooth and satisfactory working of both the Lifts.
14. The Contractor shall be required to do the work during the entire period from 09.00 hrs. to 18.00 hrs. at the rates that are approved on the basis of the quotation. If for any reason, the Contractor is not able to do the work, the same shall be got done from some other Contractor or from the open market at the cost of the Contractor and the expenditure incurred thereon shall be recovered from him. This may even entail the termination of the contract and forfeiture of the security deposit.
15. In case the Contractor fails to cope with the workload or does not render satisfactory services the contract awarded to him shall be cancelled forthwith without giving any notice or without assigning any reason whatsoever and his security deposit and payment due to him, if any, shall be forfeited. In this connection, decision of the Director, shall be final and binding on the Contractor.
16. The shall neither provide any labour to the Contractor for shifting of any part of lift, transportation, installation, or dismantling of any part of Lift nor shall bear any cost towards this during the period of the contract. The new fitting/fixing required if any, will have to be provided by the Contractor.
17. The Contractor shall be responsible for handing over the Lifts (07) in working conditions to the Institute at the end of the contract period. The cost of shortcomings, if any, shall be borne by the outgoing Contractor.
18. The damage caused, if any, or to any other property of the Government through negligence or otherwise, shall be at the risk and responsibility of the Contractor. The financial or any other loss suffered by the Government on this account shall be made good by the Contractor and decision of the Director, in this context shall be binding on the Contractor. In case of replacement of faulty part, the same shall be replaced only by genuine spares.
19. The scope of work does not include replacement of batteries.
20. The Performance Security amount shall be released after satisfactory completion of the maintenance and handing over the Lifts in working conditions to the Institute on expiry of contract. The Performance Security should be valid for 90 days beyond the date of completion of Contract. The Security Deposit shall be refunded after 90 days of completion of work.



21. The above is a tentative schedule of payment and does not confer any legal or other right on the Contractor to proceed against the Institute if the payment gets delayed due to unforeseen reason.
22. No increase in amount shall be considered at all during the currency of the CAMC.
23. The Contractor will carry out according to its standards customary annual safety test to examine all safety devices. The Contractor will not be required to make any other tests. The Contractor will neither be required to install new attachments nor to make replacements with parts of a different design to the elevators whether or not recommended or directed by Insurance Companies, or by Governmental or Non-Governmental authorities.
24. The Contractors will maintain job-cards in respect of each Lift which will form a basis for regulating the payment.
25. A complaint register be maintained by the technician and submitted to concerned Section periodically for review by that Section.
26. As the work will have to be carried out in building and area in use the Contractor shall ensure:-
 - a. That the normal functioning activity is not effected as far as possible.
 - b. That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
 - c. That all rubbish etc. is disposed off at the earliest and the place is left clean and orderly at the end of an each day's work.
27. **Uptime Guarantee: During the AMC period, firm will be responsible to maintain the equipment including all the accessories in the satisfactory faultless working conditions for a period of 347 days (i.e.95% uptime) in a block of 365 days, otherwise payment will be deducted as per 8 (iii) of the agreement terms & conditions.**

A handwritten signature in black ink, appearing to read 'Kanju', is located at the bottom right of the page.

Maintenance Schedule

Firm has to carry out monthly, quarterly & seasonally as per guideline of OEM manual & as per schedule. In addition to it they have to attend the break down as and when required.

ITEM	METHOD OF PREVENTIVE MAINTENANCE
MONTHLY SERVICE:	
Alarm bell	The mechanic will manually test the alarm bell To make sure it is operational and that the alarm Bell is putting out the appropriate decibel level
Safety edge	Manually check safety edge for proper Retraction and make any adjustments necessary
Door open button	Test door open button. Make sure operating Correctly and freely
Call button	Test for proper operation. Check and replace if Needed indicator bulbs. Lubricate button and Replace light bulbs as needed
Car door	Check for speed and proper door torque in Accordance with ansi a17.1. Lubricate freight Door guide rollers, clean chains, brackets
Scavenger pump / Motor	Check scavenger pump for proper operation. Check & inspect scavenger pump return line to avoid obstructions for clogging. Install packing And jack head.
Lobby doors & hall doors	Check door guides, rollers and lubricate rollers and tracks
Ride	Check ride for transition leveling and floor stop acceptable tolerances
Pumping unit	Check oil level, tank heater operation, motor Starter and contacts. Check v-belt if applicable For alignment, tension and wear.
Fire service	Use appropriate keys to test operation per Ansi A 17.1 and those associated rules pertaining to Fire service phase i & ii. Lubricate key switches Internally as needed. Record test and test log And document test on service tickets. Test to be Performed in accordance with all government Code requirements
Car phone	Check for dial tone and appropriate connections
Car & lobby	Pi check and/or replace indicator bulbs as needed
Car top	Clean car top and inspect door operator making Needed adjustments to door operator belt and Chains. Check motor brushes and all other Operational parts, linkages, etc. Check hoist Door operator sprockets, and chains. Check Motor brushes and bearings
Starter contacts	Disassemble starter to visually inspect contacts For wear. Replace if necessary
Car key switches	Check all key switches for proper operation and Lubrication if necessary
Fan	Test fan and fan key switch for proper operation. Lubricate fan bearings as needed
Inspection service	Check inspection service key switch for proper Operation and check car top inspection service To work appropriately
Door open/ close Relay	Check all connections and tighten. Inspect Contacts for wear, adjust air gaps as necessary
Signs	Inspect hallways and car for proper signs in Accordance with ansi a17.1 and building code Requirements
Car guide shoes	Inspect guide shoes for insert wear, adjust guide Shoes for smooth operation and apply lubricant To car guide shoes and rails as needed
Sump pump	Inspect sump pump for proper operation
Hall key switches	Test, inspect and check all hall key switches for Proper operation
QUARTERLY SERVICE	
Hall position	Check and repair indicator bulbs as needed

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Indicators	
Relief valve	Check and set relief valves in accordance with Ansi a17.1 to perform test as required
Rails	Inspect all rail joints and alignment. File burrs And joints as needed, check automatic Lubricators and fill as needed
Traveling cable	Inspect entire length of cable for cracks, Fraying, etc. Check conduit connections, wire Baskets
Safety circuits	Check, inspect and test all safety circuits Including door locks. Releveling circuits, alarm, Limited switches, safety edge and all other Applicable safety circuits of the elevator. If required those shall be replaced immediately.
Hoist way	Inspect and thoroughly clean and paint as Needed
Door motor Brushes	Inspect and replace as needed
INSPECTION	When making an inspection of any item, the item will be visually inspected and also manually Tested to perform its intended function Correctly with applicable OEM guide line and Requirements. Example: key switches – insert Appropriate key in key switch and check intended Operation for proper operation. Visually inspect All connections and wear. Replace if necessary
ADJUSTMENT	To make repair either electrically or Mechanically to provide smoother and correct Operation. Example: door operator – properly Tighten motor drive belt to maintain proper Tension between motor sheave and operator Drive sheave
TEST	Test to manually check for proper operation and Function of that particular feature. Example: Firemen service phase i & ii - to use appropriate key Switch to activate firemen service phase i & ii. Determine whether functioning in accordance With ANSI a17.1 and appropriate rules and record Findings. If testing is not acceptable, corrective Action must be taken
CLEAN	To include the following: clean elevator pits, Car top, car sills, hall sills, hall door tracks, Car door tracks, machine room floor, pumping Units, controller. Cleaning also includes Painting as needed. All electrical relay controls Etc should be kept at a dust-free level
Public Relations	Mechanic is to check with Building maintenance engineer during each visit And request information regarding any problems Or needs pertaining to the elevator

Force Majeure

Neither firm nor Owner (IITA) shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not limited to war, hostilities, revolution, riots, civil commotion, strikes, lock-outs, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of God or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 (thirty) days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve the notice, within the shortest possible period without delay. As soon as the cause of Force Majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof. From the date of occurrence of a case of Force Majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and the inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events. Should one or both parties be prevented from fulfilling the contractual

obligations by a state of Force Majeure lasting to a period of 6 months or more, the two parties shall consult each other to decide regarding the future execution of this agreement.

Measurement of Work and Payment

- i. Payment to the firm shall be made by IITA against **Quarterly bills** for the work done against this contract, after submission of monthly and quarterly service report (Annexure - 3,4,5). The payment shall be made after deducting any amounts due from the firm by way of security deposit, penalties/ recoveries if any etc. The firm should ensure that all employees are covered for all social benefits viz PF, EPS, EDLI and ESI.
- ii. For any delay and deficiency or defective service, amount shall be deducted from the monthly payment made to the firm. The decision of competent authority of IITA shall be final in this regard. IITA will make all endeavors to release the due payment within 10 days of receipt of certified bill from the firm.
- iii. Proportionate payment shall be deducted from the firm's bill if any work is found to be not done/is incomplete or is unsatisfactory, as adjudged by the Engineer-in-charge. In case of any difference of opinion between the engineer in charge and the firm, regarding the non-performance or unsatisfactory performance of work, the matter will be referred to the Director, IITA, whose decision on the matter shall be final. IITA may also, at their discretion get such defective/deficiency work done at the risk & cost of the firm and recover the actual amount spent plus 10% of actual spent amount including all actual IITA establishment charges, from the firm's bills. Repeated lapses in doing the work satisfactorily shall result in rescinding the contract.
- iv. The Director, IITA may without prejudice to his any other rights or remedy against the firm in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing absolutely rescind the contract.

Payment of final Bill

- v. The final bill shall be submitted by the firm in the same manner as **quarterly bills** and IITA shall pay it within 45 days, after the final certificate of completion furnished by the Engineer-in-Charge. Further claims shall neither be made by the firm nor admissible for payment after submission of the final bill and these shall be deemed to have been waived and extinguished.

OTHERS

If, the firm has to remove/dismantle any old, damaged wiring & fixtures etc. for the purpose of execution of the said work, the same shall be deposited with IITA Stores Stock along with the list of materials under intimate to the concerned Engineer in-Charge. No extra payment will be made by the institute for this purpose.



Description of Equipment: LIFT

Passanger Lift:			
Sr.No.			
1	Lift Capacity	:	
2	Nos.	:	
3	Speed	:	
4	Make	:	
5	Year of Installation	:	
6	Travel and Openings	:	
7	Controller	:	
8	Door-Operation	:	
9	Machine No:-	:	

Annexure -1

DETAILS TO BE SUPPLIED BEFORE STARTING OF WORK:

1.	Name of the Agency (with office address)	:	
2.	Name of Proprietor/partners	:	
3.	Telephone Nos of the Firm	:	
4.	Name & Address of the supervisor	:	
5.	24 Hrs Contact No.	:	
6.	Particulars of the License/Registration	:	



Annexure -2
Complain Register (Lift No. _____)

Sr. No.	Date & Time of Complaint	Nature of Complaint	Date & Signature of Complainant	Date & Time of attending complaint	Cause of Fault	Material Used	Date & Signature of Firm's Representative
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

Firm's Representative _____

Engineer In-charge _____

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Annexure -3

Programme for Periodical Maintenance for the Month of _____

Name of Firm: _____

Agreement No.: _____

Lift No.: _____

Name of Site: _____

The firm shall see that the following work is carried out by an authorized person appointed by him under these rules at least once in a month and the result are recorded by such person in log book.

Sr. No.	Maintenance Type (Monthly/ Quarterly/ Yearly)	Date & Time of Complaint (if any)	Nature of Complaint (if any)

- i) Cleaning and lubricating the guides.
- ii) Examining the ropes and their attachments.
- iii) Examining the safety devices.
- iv) Examining and lubricating the door locks.
- v) Examining the moving parts lubricating with proper quality of lubrication.
- vi) Examining all electrical connections including lighting, plug point & earthing.

Firm's Representative _____

Engineer In-charge _____



Annexure -4

Actual Periodical Maintenance carried out in the Month of _____

Name of Firm: _____

Agreement No.: _____

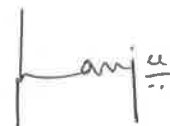
Lift No.: _____

Name of Site: _____

Sr. No.	Maintenance Type (Complain/ Monthly/ Quarterly/ Yearly)	Date & Time	Result (Satisfactory/ Unsatisfactory)

Firm's Representative _____

Engineer In-charge _____



Annexure - 5

FAULT - FORMAT

Lift No.: _____

Date..... Time..... (of occurrence of Fault)

Date..... Time..... (of Reporting of Fault)

1. Fault Reported to: Technical support center (Name of the person) on phone:
2. Mode of Reporting: Landline () Mobile () E-Mail ()
(Tick whichever is applicable)
3. Description of fault & observation of the reporting officer:

4. Details of Services affected:
5. Date Time..... (of receiving the 1st assistance over phone from Technical support center)
6. Details of Assistance received:
(Note: Add additional sheet if needed)
7. Was the fault restored by following the instructions given over phone?
A-YES B-NO (Tick whichever is applicable)
8. If Yes, record the date & time of restoration & duration of fault:
Date..... Time..... (In hours & minutes)
9. Duration of Fault..... Days.....Hours.....Minutes.
10. Was the fault restored?
A- Partially B-Fully (Tick whichever is applicable)
11. If the fault is not restored or restored only partially, give details of observation: (Note: Add additional sheet if needed)
12. Note: Date & Time of giving feedback
(only on the event of partial/ non restoration of faults)
Date..... Time..... (in hours & minutes)
13. Date & Time of arrival of Firm's Expert at site of Fault:
Date..... Time..... (in hours & minutes)
14. Brief observation and works done by the firm's staff / expert: (Detailed entry to be made by firm's staff in the Log-Book)

Kanju

-
-
15. Date & Time of complete restoration of system:
Date..... Time..... (in hours & minutes)
16. Total Duration of Fault: days..... hrs..... minutes
17. Remarks of in charge (if any):

18. Remarks of visiting Engineer (of firm), if any:

Verified & Signed by AE, IIITA

Note:

1. Each page of the Fault-Format must be signed by concerned staff.
2. A copy of the Fault-Format must be sent to the firm, immediately by E-Mail after restoration of fault.

Hanju

Financial Bid

(On letter head of the Contractor & in a separately sealed envelope)


**Annual Comprehensive Maintenance Contract for
M/s OTIS Make Lifts, details as below:**

Sl. No.	Description of items	Unit	Qty.	Unit Rate	Amt. (Rs.) for 01st Year	Amt. (Rs.) for 02nd Year	Amt. (Rs.) for 03rd Year
1.	M/c No. :- S09912, S09913, S09914, S09915 Capacity:- 13 passenger Lift No. Of Floor :- G+6 Make :- OTIS Location: Boys Hostel-V Year of Manufacturing:- 2015	Nos.	4.0				
2.	M/cNo.:- S09916 Capacity:- 08 passenger Lift No. Of Floor:- -1 to G+3 Make :- OTIS Location:- Boys Hostel-V(Mess) Year of Manufacturing:- 2015	Nos.	1.0				
3.	M/cNo.:- Y05037 & Y05038 Capacity:- 16 passenger Lift No. Of Floor:- G+5 Make :- OTIS Location:- Computer Centre-III Year of Manufacturing:- 2014	Nos.	2.0				
Total Rs.							
GST Rs.							
Grand Total Rs.							

*** Mandatory to fill all the above details.**

Signature of the tenderer

Seal of the firm



(INTEGRITY PACT)

INTEGRITY PACT	IIITA
-----------------------	--------------

To,

.....,

.....,

.....

Sub: Ref. No.- _____ for purchase of _____

Dear Sir,

It is hereby declared that IIITA is committed to follow the principle of transparency, equity and competitiveness in public procurement.

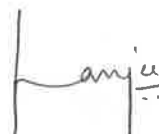
The subject **Notice Inviting Tender** is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/ bid documents, failing which the tenderer/ bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIITA.

Yours faithfully,

Faculty In charge ,Purchase.

IIIT-A



(to be printed on Supplier's letterhead)

To,

Faculty In charge ,Purchase.

IIIT, Allahabad

Sub: Submission of Tender for the work of _____.

Dear Sir,

I / We acknowledge that IIITA is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender / bid document.

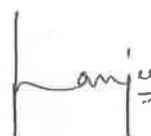
I / We agree that the Notice Inviting Tender (IIIT) is an invitation to offer made on the condition that I / We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the IIITA.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with the **Commitments of the BUYER** of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, IIITA shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender / bid in accordance with terms and conditions of the tender / bid.

Yours faithfully,

(Duly authorized signatory of the Tenderer / Bidder)

A handwritten signature in black ink, appearing to read 'Kamya', with a horizontal line underneath the name.

(to be printed on Supplier's letterhead)

INTEGRITY PACT

General

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact is made on day of the month of , between, on one hand, the **Indian Institute of Information Technology, Allahabad** acting through Faculty In-Charge Purchase, of Indian Institute of Information Technology, Allahabad hereinafter called the "BUYER" of the First Part and M/s..... represented by Shri, Director /Chief Executive Officer/ General Manager / Proprietor hereinafter called the "BIDDER/Seller" of the Second Part.

WHEREAS the BUYER proposes to procure

.....

(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Autonomous Body/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

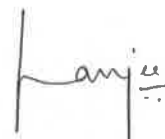


Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS :

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.



- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.



5. Earnest Money Deposit

- 5.1 While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the IIIT Allahabad through the following instruments:
- (i) A confirmed Bank Guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the IIIT Allahabad shall be treated as conclusive proof of payment.
- 5.2 The Earnest Money shall be valid up to a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- 5.5 In case of successful BIDDER, EMD will be returned within 15 days from the date of submission of Performance Guarantee Bond.

6. SECURITY DEPOSIT /PERFORMANCE GUARANTEE :

- 6.1 Performance Guarantee Bond is mandatory.
- 6.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be received in the office of Faculty In charge (Purchase), IIITA on or before 15 days from the date of issue of order acknowledgement. The performance guarantee bond to be furnished in the form of Bank Guarantee as per proforma or annexure of the tender documents, for an amount as mentioned in the tender document.
- 6.3 The Performance Guarantee Should be established in favour of "IIIT Allahabad" payable at Allahabad.
- 6.4 Performance Guarantee Bond shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms and conditions of acceptance to tender.
- 6.5 The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
- 6.6 The performance guarantee bond shall be kept valid during the period of contract and shall continue to be enforceable initially for a period of fifteen months from the date of commence of contract.




7. Sanctions for Violations

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 7.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

7.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.



8. Fall Clause

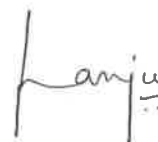
8.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other department of State Government/ Central Government or PSU and if it is found at any stage that similar product/system or sub-system was supplied by the BIDDER to any other Department of State Government/ State Government or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. Independent monitors

- 9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Indian Institute of Information Technology, Allahabad).
- 9.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- 9.5 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 9.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 9.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the



BIDDER shall provide necessary information & documents in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Seat of the BUYER.

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. Validity

13.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The Parties hereby sign this Integrity Pact at _____ on _____.

BUYER
Faculty In charge, Purchase, IIIT Allahabad

BIDDER
Signature with seal

Witness
1. _____

Witness
1. _____

(Indenter)
2. _____

2. _____

