



सिद्धिमूलं प्रबन्धनम्
भा. प्र. सं. इन्दौर
IIM INDORE

भारतीय प्रबंध संस्थान इंदौर

INDIAN INSTITUTE OF MANAGEMENT INDORE

Prabandh Shikhar, Rau-Pithampur Road, Indore - 453556 (M.P.), India

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Tender Notice No.

IIMI/Estate/43/2019/43 File No. 215

Name of Work: “Non Comprehensive Annual Maintenance Contract for a period of two year for 01 no. passenger lift (OTIS make) installed in Main Building at IIM Indore.”

Certified that the NIT Document contains 18 pages serially numbered from 1 to 18

INDIAN INSTITUTE OF MANAGEMENT INDORE

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भारतीय प्रबंध संस्थान इन्दौर

प्रबंध शिखर, राऊ-पीथमपुर रोड, इन्दौर - 453 556 (म.प्र.), भारत

INDIAN INSTITUTE OF MANAGEMENT INDORE

Prabandh Shikhar, Rau-Pithampur Road, Indore - 453 556 (M.P.), India

Dated: December 10, 2019

NOTICE INVITING TENDER

Tender Notice No. IIMI/Estate/43/2019/43 File No. 215

IIM Indore invites item rate tender under two bid system (Part-I- EMD and Technical bid & Part-II- Financial bid) for the under mentioned work at IIM Indore from the bidders eligible as per the eligibility criteria mentioned in the tender document. Schedule of item & quantity is attached as annexure -1 to this notice.

The tender is e-published on IIM Indore website under the URL: <http://iimidr.ac.in/tenders/>. Interested parties can download the same and submit by post or hand delivery before the due date & time.

Part "A" : NIT Details

1	NIT No.: IIMI/Estate/43/2019/43 File No. 215	
2	Name of Work	"Non Comprehensive Annual Maintenance Contract for a period of two year for 01 no. passenger lift (OTIS make) installed in Main Building at IIM Indore."
3	Estimated Cost Put to Tender	Rs. 78,400 /- (Seventy Eight Thousand Four Hundred Only)
4	Earnest Money Deposit (Rs.)	Rs. 1568 /- (Rs. One Thousand Five Hundred Sixty Eight Only) by e-payment through electronic mode.
5	Tender Processing Fee (Rs.)	Rs. 500/- by e-payment through electronic mode. (Non-Refundable)
6	Completion period	02 (Two) Year
7	Last date & time of receipt of tender	Up to 03:00 PM on December 18, 2019 in a Sealed cover only addressed to the "Chief Engineer, IIM Indore Prabandh Shikhar, Rau-Pithampur Road Indore- 453556, Madhya Pradesh."
8	Date & Time of opening of technical bid	December 18, 2019 on 03:30 PM in the Office of the Chief Engineer, Administrative Block, IIM Indore M.P. 453556
9	Date and Time of opening of financial bid of qualified bidders	Will be notified at a later date
10	Performance Guarantee	5% of tendered value on acceptance of bid and will be returned 1 month after completion
11	Mode of submission of tender	Off-Line mode only.

Part “B”: Tender Requirements

1. Criteria of eligibility for submission of bid documents:

In order to fulfil eligibility for acceptance, the following criteria will be followed. Bidders are required to submit relevant verifiable and self-attested documents.

a. Work Experience:

The bidders having experience of successfully completed lift maintenance works during the last 7 years ending last day of the month previous to the one in which applications are invited. *The works completed up to previous day of last date of submission of tenders shall also be considered.*

One similar work of value not less than Rs. 62,720/-,

OR

Two similar works, each of value not less than Rs. 47,040/-,

OR

*Three similar works, each of value not less than Rs. 31,360/-,
all amounts rounded off to a convenient full figure.*

Note: Similar work shall mean: Lift maintenance/repair jobs.

Certificates of work experience (Completion Certificates) and other documents as specified in the tender document shall be submitted.

b. Annual Financial Turnover: Should have had average annual financial turnover at least 50% of the estimated cost put to tender during last three years ending March 31, 2019. (Copy of certificate from chartered accountant to be submitted)

c. Certificates: (copy of certificates to be submitted)

- i. IT returns for last 3 years
- ii. PAN (Permanent Account Number)
- iii. GST (Goods & Service Tax) Registration Certificate
- iv. Certificate of registration of firm/company
- v. Aadhar card copy of the authorized officer of the company who will be signing agreement etc.
- vi. E-payment details towards cost of tender processing fee & EMD.
- vii. Bank Account Detail.

2. Mode of payment of Tender processing fee and EMD:

Bidders may deposit the Tender Processing Fee and EMD through NEFT/ RTGS or Direct Credit. Details for the same are as below:

Name of beneficiary	: Indian Institute of Management Indore
Address	: Rau-Pithampur Road, Indore -453556, M.P.
Account No.	: 53018623445
Name of the Bank	: State Bank of India
Address of the bank	: IIM Indore Campus
IFSC Code	: SBIN0030525

Bidders will have to attach Payment details towards cost of tender processing fee & EMD during the submission of tender and the same will be accepted only on verification & confirmation by the Institute. Any delay in credit will not be entertained by the Institute.

3. The Tenderer is required to submit two sealed cover comprising of the following:

Cover-I: Technical Bid

- i) EMD & Tender Fee details
- ii) Documents as mentioned above in the “Criteria of eligibility for submission of bid documents”
- iii) Tender Document duly sealed & signed

Cover-II: Financial Bid

- i) Financial Bid (in the format given at Annexure-1)

Both covers should be kept in one main sealed cover super scribed as “NIT No.: IIM/Estare/43/2019/43 File No. 215, “Non Comprehensive Annual Maintenance Contract for a period of two year for 01 no. passenger lift (OTIS make) installed in Main Building at IIM Indore.”

4. The tenderer has to drop the cover sealed in above manner in the Tender Box kept at the “Estate Department, IIM Indore, Administrative Block, Rau Pithampur Road, Indore -453556 M.P.” on or before the due date & time positively. The tender shall not be accepted beyond the stipulated date and time under any circumstances whatsoever. Any delay happened in the transition is at the risk of the tenderer and IIM Indore will not be responsible.
5. EMD of unsuccessful bidders shall be refunded after award of the contract / order to the successful bidder. No interest will be paid on the EMD.

Part “C”: Other Terms & Conditions

1. The bid submitted shall become invalid and tender processing fee shall not be refunded if:
 - (i) If the bidder is found ineligible.
 - (ii) If the documents submitted by the successful bidder does not match with the originals before the award of work.

2. The competent authority on behalf of the Director IIM Indore does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
3. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
4. The competent authority on behalf of the Director, IIM Indore reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
5. *The bid for the works shall remain open for acceptance for a period of Ninety (90) days.* If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the IIM Indore shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
6. IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering/ taking up works in IIM INDORE.
7. TAXES :
 - i) This is Annual Maintenance contract. The taxes as applicable shall be deducted from each bill paid to the contractor.
 - ii) Item rate should be without GST, GST shall be paid extra.
 - iii) Income Tax and cess as applicable shall be deducted from each bill paid to the contractor.
 - iv) Contractor should be registered under EPF and as per law, shall pay EPF of contract workers to concerned Department from time to time.
 - v) Any other taxes/cess as per Government directives shall be deducted from each bill paid to the contractor from time to time.
8. The specifications, Terms & Conditions, other regulations which are not herein mentioned will be guided by relevant CPWD / IS /Other Central Govt./state Govt. norms, OEM standards applicable for IIM Indore & the decision in this regard will be guided by the decision of the respective authority of IIM Indore which shall be final and binding to the contractor.
9. Performance guarantee in the form BG or FDR or DD @ 5% of tendered amount has to be furnished within 7 days of issue of LOA/LOI.
10. If called for, originals of the document submitted shall be produced.
11. General condition of contract (GCC) 2014 of CPWD will be applicable to the extent relevant to the job.
12. Deviation limit beyond which clauses 12.2 & 12.3 of GCC shall apply for work: 50 %.

13. Any dispute is subject to the jurisdiction of Civil Court Indore.
14. Location: IIM Indore.
15. The work shall be executed as per CPWD general specifications for electrical works (Part-III - Lifts & Escalators -2003) with upto date amendments as per relevant IS / Bombay lift act/ BIS /Other Central Govt./state Govt. norms, OEM standards applicable and as per directions of Engineer-in-Charge. These additional specifications are to be read in conjunction with above. However, nothing extra shall be paid on account of these additional specifications & conditions as the same are to be read along with schedule of quantities for the work
16. The Tenderer should in his own interest visit the site and familiarise himself with the site conditions before tendering.
17. No T&P shall be issued by the IIM Indore and nothing extra shall be paid on account of this.
18. Employer reserves the right to alter the mode of selection, accept or reject any or all bids without assigning any reason thereof.
19. Necessary clarification required by the IIM Indore shall have to be furnished by the Tenderer within the time given by the IIM Indore for the same. The Tenderer will have to depute his representative to discuss with the officer(s) of the IIM Indore as and when so desired. In case, in the opinion of the IIM Indore a Tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.
20. The Tenderer will have to fill up their rates only in the price bid in BoQ format. Tenders in which the price bids are given in any other format are liable to be rejected.
21. A tenderer will also not be allowed to withdraw or modify any condition at a time after the technical bids have been accepted and the decision to open the price bid has been taken by the IIM Indore.
22. The IIM Indore reserves the right to reject any or all the price bids and call for fresh prices/ tenders as the case may be without assigning any reason.
23. All tools, plants and measuring or weighing equipment shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account.
24. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of work shall be subject to the approval of the Engineer-in-charge.
25. No chiselling or cutting or drilling of RCC columns, beams, girders and other principal structural members shall be done unless prior permission has been granted by the Engineer-in charge in writing.
26. The payment shall be on item rate basis and on the actual quantity executed under AMC Services.

27. Terms of Payment:

Payments shall be released as per the following conditions:

- The payment will be made monthly on receipt of your bills and supporting documents after satisfactory and successful completion.
- If the work carried out by the contractor is not satisfactory, IIM Indore shall hold such bills till satisfactory services are provided.
- Any amount due from the contractor to IIM Indore will be recovered from his monthly bill.

28. Performance Guarantee:

The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within Seven days of issue of LOI. This guarantee may be in the form of Banker's cheque of any nationalized bank/Demand Draft of any nationalized bank/ Fixed Deposit Receipts or Guarantee Bonds of any nationalized Bank or the State Bank of India in accordance with the prescribed form in CPWD manual. In case the contractor fails to deposit the said performance guarantee within the period as indicated above, including the extended period (Maximum allowable extension with another 07 days with late fee @ 0.1% per day of Performance Guarantee amount), the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

Refund of performance guarantee: The performance guarantee shall be refunded to the contractor one month after the completion of the work.

29. Proper safety will be exercised during the work and all the personnel protective equipment and tools like helmets, gloves, safety belts, shoes etc. will be provided by the contractor during the work at his own cost.
30. Contractor will ensure proper cleaning of site and hygiene during the work on regular basis.
31. In case of any damage to the property of IIMI / site of work by workers/personnel of contractor, the contractor will be solely responsible and appropriate damage cost along with penalty will be recovered from the contractor's bill/payment/SD etc.
32. The contractor should make his own arrangement to work properly under all climatic conditions without affecting the quality and speed of work. The safety of all the materials used in executing the job will also be the responsibility of the contractor.
33. All legal and other statutory responsibilities regarding securities of materials, labour, payments, accident, insurance and law suits during the work will be solely borne by contracting agency and IIM Indore shall not be responsible in any manner whatsoever. The contracting agency will ensure proper and disciplined behavior of the workman. If any damages are caused by the contracting agency to the property to the Institute, the same shall be recovered from contracting agency's bill.
34. All the values of any tests as required will be recorded in front of IIM Engineers and it will be verified by them.

35. Competency of Electrical / mechanical Staff: An accepted norm of good workmanship is required. The related electrical/ mechanical works shall be done by qualified and trained staff having sufficient competency in works.
36. **Compliance with regulations and Indian standards:** All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by these specifications.
37. **Indemnity:** The successful tenderer/bidder shall at all times indemnify the IIM Indore, consequent on this works contract. The successful tenderer/bidder shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the IIM Indore shall not be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the structure and ancillary system under the supervision of the successful tenderer/bidder in so far as the latter is responsible.
38. **Mobilization advance:** No mobilization advance shall be paid for this work.

AGREEMENT

THIS AGREEMENT made at Indore on the _____ day of _____ 2019 between Indian Institute of Management Indore Rau- Pithampur Road, Indore (hereinafter called "The IIM INDORE" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the one part AND _____

(herein after called "The Contractor" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS

The IIM INDORE is desirous of carrying out the "NIT No. IIMI/Estate/43/2019/43, File No. 215 for the work of **“Non Comprehensive Annual Maintenance Contract for a period of two year for 01 no. passenger lift (OTIS make) installed in Main Building at IIM Indore.”**

The Works are to be executed as per the schedules mentioned in tender document, drawings and specifications describing the works to be done.

The Contractor has agreed to execute the said works subject to the provisions hereinafter contained and subject also to General Conditions of Contract, Special conditions of contract, Safety Code, Model Rules for the protection of health and Sanitary arrangements for workers, Specifications, Preambles and Schedule of Quantities and installation schedule (all of which are hereinafter collectively referred to as the 'said tender conditions') and strictly in accordance with the Scope of work annexed hereto at or for the respective rates set out in the Schedule of Quantities amounting to the sum as there under arrived at or such other sums as shall become payable there under (hereinafter referred to as the said tendered amount).

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration of the said tendered amount to be paid by The IIM INDORE to the Contractor at the time and in the manner set forth in the said tender conditions and in accordance with the Schedule of Payments to execute and complete the work shown strictly in accordance with the specifications, scope of work and Schedule of Quantities.
2. The said tender conditions, scope of work and the annexures hereto shall be read and considered as forming part of this contract and the parties hereto shall respectfully abide by to the said conditions and perform the agreement on their part respectively contained in the said conditions.
3. The approved drawings if any, notice inviting tenders technical specification

etc. shall also form the basis of this contract.

4. This contract is neither a Lump sum Contract, nor a piece work contract, but is a Annual maintenance contract to be carried out and to be paid for according to the Schedule of Payments at the rates contained.
5. The contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Engineer In charge for the time being, even if such work may not be shown on the said Drawings or described in the said Specifications and Schedule of Quantities.
6. The IIM INDORE reserves to themselves the right of altering the specifications and the nature of the work by adding to or omitting from the scope of work any item of work or portions of the same without prejudice to this contract.
7. Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work within 07 days from the date of work order or from the date of handing over of the site, as provided for in the said terms and conditions, whichever is later, and shall complete the entire work within the specified period, subject nevertheless the provisions for extension of time as may be agreed to by the IIM INDORE and as contained in the said conditions.
8. All payments by the IIM INDORE under this contract shall be made only at Indore.
9. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen at Indore and courts in Indore only shall have jurisdiction to determine the same.
10. That the contract and several parts of this contract have been read by the contractor and fully understood by him. The contractor shall not be entitled for payment beyond tendered quantities & scope of work as specified unless ordered specifically by written instructions of competent authority of IIM INDORE.
11. This contract shall be signed in duplicate, the original whereof shall be kept in the custody of the IIM INDORE, and the duplicate with the Contractor.

IN WITNESS WHEREOF the IIM INDORE has set his hands hereunto and two duplicates hereof through his duly authorized official and the Contractor has caused these presents and two duplicates hereof under his common seal by his duly authorized representative at the place and on the date month and year first herein above written.

SIGNED, SEALED AND DELIVERED by IIM INDORE, by the hand of

Signature:
Name:
Designation:

IN THE PRESENCE OF

(1) Signature:
Name:
Address:

(2) Signature:
Name:
Address:

SIGNED, SEALED AND DELIVERED BY the Contractor M/s. _____
_____.

Signature:
Name:
Designation:

IN THE PRESENCE OF

Name:

(1) Signature:
Address:

(2) Signature:
Name:
Address:

Form of Performance Security (Guarantee) Bank Guarantee Bond

In consideration of the Director, IIM Indore (hereinafter called "The IIM Indore") having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the IIM Indore an amount not exceeding Rs. (Rupees..... Only) on demand by the IIM Indore.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the IIM Indore stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

3. We, the said bank further undertake to pay the IIM Indore any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IIM Indore under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the IIM Indore certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the IIM Indore that the IIM Indore shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIM Indore against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the IIM Indore or any indulgence by the IIM Indore to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the IIM Indore in writing.

8. This guarantee shall be valid up tounless extended on demand by the IIM Indore. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor.....(indicate the name of the Bank).

Scope of work & Technical Specifications

Scope of Work:

- a. The AMC is for a period of Two Year from January 08, 2020 to January 07, 2022.
- b. AMC Contract may be terminated by IIM Indore 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 IIM Indore and the agreement with IIMI in that case will be treated as cancelled before expiry date of notice and the contract.
- c. Regular servicing & inspection of the elevators/Lifts should be carried out at least once in a month by the service provider.
- d. The service provider shall regularly examine elevator equipments and provide Gear oil, Lubricate, Grease, Mobil, Break Shoe Gibbs, Push Buttons Car and Landings etc. for maintenance including regular checking of ARD battery life.
- e. Response time for maintenance of items covered under AMC will be 8 hours including holidays.
- f. You shall not engage any sub-agent or sub-contractor whatsoever for running the AMC Service.
- g. The contract for running the AMC Service shall be commercial contract and between IIM Indore & contractor. There shall be no employer-employees relationship between IIM Indore and the contractor and/his personnel.
- h. Monthly routine maintenance and checkup to be carried out for the machine, controls, ropes, breaks, control cables and other mechanical and electrical parts and appliances, ARD with sensor / Relay / Battery etc.
- i. All the replaced parts shall conform to relevant I.S. codes or Bombay lifts Act and rules made there under.

Special Conditions of Contract:

- a. Details of monthly scheduled maintenance/break down shall be entered in the register/service slip & jointly signed by the firm's representative and IIM Indore representative and shall be carried out in the presence of IIM Indore representative.
- b. Contractor will have to make minimum 24 visits (01 visit per month) during the AMC period. Beside this, any number of breakdown calls will have to be attended. The response time for such breakdown calls shall not exceeds 8 hours. Beyond this penalty shall be imposed as per penalty clause.
- c. Contractor's mechanic/engineer shall reach to the site within 8 hour after lodging a complaint. Delay in reporting period shall be recorded and penalty shall be imposed at the rate as under:
 - from delay 08 hrs. to 12 hrs. - Rs. 500/-
 - delay 12 hrs. to 24 hrs. - Rs. 1000/-
 - delay 24 hrs. to 48 hrs. - Rs. 5000/-

- d. Contractor will have to take necessary care and precaution to keep the elevator safe for use and in good working condition. Trained technical staff shall carry out maintenance work.
- e. Contractor will have to carry out all customary half yearly safety tests to examine all safety devices.
- f. No parts or components of the lifts being maintained by contractor shall be removed without prior approval and knowledge of IIM Indore representatives.
- g. Replacement of any defective parts/ components shall be done after approval of the IIM Indore and the institute will pay only for the supply items on producing of the original tax paid invoice. Installation & testing of the replaced parts / components will be done by the agency under AMC. No payment will be done on account of Installation & testing of the parts / components.
- h. In the event of non-compliance of the instruction, terms & conditions or complaints remains unresolved within 48 hours, or service of the lift is not done within stipulated period, the IIM Indore reserves the right to get the defect removed or servicing done by other agency at the risk & cost of the agency.
- i. The agency has to ensure for proper upkeepment and maintenance of the lift as per standard of the OTIS and OTIS original spares only.
- j. Any damage to IIM Indore property while carrying out periodical maintenance and attending break down will be contractors' responsibility.
- k. Thorough cleaning of machine room, control panel machine unit & hoist way with lift car and pit shall be done once in a month, which will be certified by IIM Indore representative.
- l. Contractor shall not only attend the failure but also rectify the cause of failure after investigation.
- m. Penalty imposed for late reporting, late replacement of defective parts and Down time of lift shall be deducted from monthly bill of the firm.
- n. AMC bill shall be paid after every month. No advance payment will be paid.

Term and Price:

- a. The IIM Indore shall pay the Contractor the specified amount on monthly basis after end of each month 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.
- b. The date of commencement of AMC shall be as per schedule mentioned under this contract regardless of the date of execution of this agreement.
- c. GST shall be paid extra at applicable rate.

Termination of Agreement:

- a. Either party may terminate this Agreement by giving the other party not less than thirty (30) days written notice.

Contractor to comply with laws:

- a. In the performance of this Contract, the Contractor shall abide by all existing laws, codes, rules and regulations set forth by all governmental units 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.
- b. 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.

Warranty:

Contractor warrants that the elevator/escalator maintenance services will be provided to the IIMI in accordance with the terms of this Contract and with prevailing industry standards for elevator/escalator maintenance services. Contractor shall use its best efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in such services and restore any service to compliance with the terms of this Contract.

Availability of Authorized Representative:

The contractor shall ensure availability of his authorized representative at Indore 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 lift continues beyond 8 hours, penalty shall be imposed and the amount of penalty shall be recovered from the monthly bills, security Deposit or any other sum due to the contractor maximum LD ceiling@10% of net contract value of two year.

Responsibility of Accident and hazards:

The contractor shall be responsible for any accident or hazard that take place during the maintenance period of 2 year due to negligence of work performed by the agency. He shall also be responsible for payment of compensation and penalties payable to effected parties as a result of legal action. He shall also be responsible for repairs and replacement of damaged parts of the lift and restore services immediately failing which, a penalty shall be imposed and recovered from bills / deposit or any other sum due to the contractor applicable maximum LD ceiling@10% of net contract value of two year.

Indian Institute of Management, Indore
Financial Bid

Name of Work: “Non Comprehensive Annual Maintenance Contract for a period of two year for 01 no. passenger lift (OTIS make) installed in Main Building at IIM Indore.”						
NIT No.: IIMI/Estate/43/2019/43 File No. 215						
Name of Contractor:						
S.No.	Item Description	Unit	Qty	Rate (in Rs.) (Excl. GST)	Amount (in Rs.)	Amount in Words
1	AMC for a period of Two Year (January 08, 2020 to January 07, 2022) for 01 no. passenger lift (OTIS make)	Per Quarter	8			
Total Amount in Rs. (Excluding Goods & Service Tax)						

- **Note : GST shall be paid extra at applicable rate.**

Name of Bidder Firm _____

Email Address _____

Authorized Person _____

Contact Number _____

Signature & Seal _____