



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान मोहाली
(शिक्षा मंत्रालय का एक स्वायत्त संस्थान, भारत सरकार के अधीन)
सैक्टर—81, नॉलेज सिटी, पो.ओ. मनौली, एस.ए.एस. नगर, मोहाली, पंजाब-140306

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
MOHALI**

(Established By Ministry of Education, Govt. of India)

Sector-81, Knowledge city, PO-Manauli, SAS Nagar Mohali-140306, Punjab



Tender Ref. No.: IISER/EEEEO/23-24/CAMC-AMC/04

Date: 08.08.2023

Notice Inviting Quotation

1. The Executive Engineer on behalf of the Director, IISER Mohali, invites online bids under two bid system i.e. technical bid and financial bid through E- Central Public Procurement Portal i.e. <https://eprocure.gov.in/eprocure/app> from eligible contractor for the work mentioned below.

Name of work:- CAMC & AMC of lift of OTIS make in Animal House, AB-2, Health Centre & Community Centre at IISER Mohali.

Tender Ref No : IISER/EEEEO/23-24/CAMC-AMC/04

Estimated cost : INR 73,95,645/- (Inclusive GST)

Earnest Money : INR 1,48,000/-

Tender Fee : INR 590/-

Stipulated period of work : One Year and extendable on the same rates and terms & conditions as stipulated in DNIT for further period of four years (1+1+1+1) on satisfactory completion of AMC for the first year and upon mutual consent

Critical Date Section

S. No	Particular	Date	Time
1.	Tender publishing date and time	08.08.2023	06:55PM
2.	Tender documents download start date and time	08.08.2023	06:55PM
3.	Bid submission start date and time	08.08.2023	06:55PM
4.	Bid submission end date and time	15.08.2023	03:00PM
5.	Technical bid opening date and time	16.08.2023	03:05PM

1. Tender document may be downloaded from the website of E-Central Public Procurement portal (<https://eprocure.gov.in/eprocure/app>) and www.iisermohali.ac.in . Tender should be submitted online along with valid documents of eligibility criteria within the date mentioned above.
2. The Director, IISER Mohali shall be the “Accepting Authority” hereinafter referred to as such for the purpose of this contract.
3. For any information, other modifications and/or corrigendum may kindly visit IISER Mohali website <http://www.iisermohali.ac.in> and also publish on <https://eprocure.gov.in/eprocure/app>.

SUBMISSION OF TENDER:

Tender shall be submitted by the Bidders in two parts:

(i) Technical Bid. – Cover I(ii) Financial Bid. - Cover II

The two bid system will be followed for this tender. In this system the bidder must submit bid **on line at E-Procurement Portal (i.e. <https://eprocure.gov.in/eprocure/app>)**his offer in two covers. "**Cover No. 1- Technical Bid along with requisite fee details and all forms under seal and signature of Bidder**" mentioned below and "**Cover No.2 - Financial Bid**" respectively.

The **Cove I**(Technical Bid) shall consist of following:

- i) **Earnest Money** -The bidder shall furnish as part of its bid, **EMD Rs.1,48,000/-**. The EMD is to be submitted through Demand Draft of any Scheduled / Nationalized Bank drawn in favour of “Registrar, IISER, Mohali”.
- ii) **Cost of Tender Form** - The Cost of Tender Form Rs.590/- is to be submitted through Demand Draft of any Scheduled / Nationalized Bank drawn in favour of “Registrar, IISER, Mohali” (Non Refundable).

Note - The original payment instrument like Demand Draft of any Nationalized Bank against Earnest Money and Cost of Tender Form sent to the address- **IISER Mohali, Sector-81, knowledge City, PO- Manauli, SAS Nagar Mohal1140306, Punjab** by post/speed post/courier/by hand before bid opening date &time

iii) **Important Documents uploads in .pdf format only:-**

- a) Scanned copy of DD of EMD and Cost of Tender Form.
- b) Scanned copy of OEM Certificate.
- c) Scanned copy of valid PAN Card & GST number.
- d) Scanned copy of IT Return for the last three financial years.
- e) Scanned copy of work experience.
- f) Scanned copy of partnership deed and Scanned copy of Power of Attorney
- g) Scanned copy of Tender Accept Letter

The Cover II(Financial Bid) shall consist of following:

- * Schedule of price bid of in the form of BoQ_XXXXX.xls (Will be formulated according to the type of work)

Sd/-
Executive Engineer
Head IWD, IISER Mohali

NOTICE INVITING TENDER
IISER Mohali, Sector 81, SAS Nagar Mohali.
E-NOTIFICATION

Tender Ref. No.: IISER/EEEEO/23-24/CAMC-AMC/04

Dated: 08.08.2023

E-tenders from OEM or Authorized Sales, Manufacture & Service agencies of **M/s Otis Lifts** forward of “CAMC & AMC of lift of OTIS make in Animal House, AB-2, Health Centre & Community Centre at IISER Mohali”.

Type of lifts	EMD	Performance Guarantee	Time of completion	Tender Fee
For M/s Otis	Rs. 1,48,000/-	10% of the tendered amount	5 years	Rs.590/- (Non Refundable)

Interested parties may download the tender documents from from the website of E-Central Public Procurement portal (<https://eprocure.gov.in/eprocure/app>) and (www.iisermohali.ac.in) after submitting the tender, tender fee of Rs.590/- or EMD Rs. 1,48,000/- in the form of D.D. in favour of “Registrar IISER Mohali” payable at Mohali along with EMD. While submitting the DD mark tender no. on the envelope. Tender document may be downloaded from the website of E-Central Public Procurement portal (<https://eprocure.gov.in/eprocure/app>) and (www.iisermohali.ac.in)

In the event of any date indicated above is declared as holiday, the next working day of the Institute shall be considered as the due date for receiving & opening of tenders. Late/delayed tender will not be accepted. The Institute administration reserves the right to accept or reject any or all the Tender/s without assigning any reason and to split up work or items of work to divide or distribute the whole work between two or more agencies. The agencies will have no option to refuse such splitting /rejection.

Sd/-
Executive Engineer

NOTICE INVITING TENDER
IISER Mohali, Sector 81, SAS Nagar Mohali.
E-NOTIFICATION

Tender Ref. No.: IISER/EEEE/23-24/CAMC-AMC/04

Dated: 08.08.2023

Subject: NOTICE INVITING E-TENDER FOR “CAMC & AMC of lift of OTIS make in Animal House, AB-2, Health Centre & Community Centre at IISER Mohali”.

TENDER PROCESS:

(1) IISER Mohali is inviting two part (Technical bid and Financial Bid) E-tender from OEM or Authorized Sales, Manufacture & Service agencies of **M/s Otis** for five years comprehensive AMC for total 09 Nos. Passenger Lifts installed in different buildings at IISER Mohali. The last date of tender submission is by **03.00 P.M. on 15.08.2023** on the e tender portal. Tender documents shall be opened on the next working day.

Earnest Money Deposit (EMD): Earnest Money deposit as indicated above, differently for each type of lifts in the form of Demand Draft/ Bankers cheque of Scheduled Bank drawn in favour of "**Registrar IISER, Mohali**" payable at Mohali must be enclosed with technical bid. Technical bids without Earnest Money Deposit or Tender fee will be rejected. EMD will be returned to all the unsuccessful bidders after completion of the bid process. However, the EMD shall be forfeited in case the successful bidder withdraws subsequently or the details furnished in Technical and financial bids are found to be incorrect or false during the tender selection process. The Performance Guarantee will also be forfeited in the event of withdrawal of contract by the contractor before the expiry of the contract period or in the event of termination of the contract attributable to the unsatisfactory performance of the contract or for violation of any of the terms and conditions of the contract.

(2) No interest shall be paid on the Earnest Money Deposit (EMD) of the successful bidder and same will be returned on furnishing the Performance Guarantee.

(3) **Performance Guarantee:** The successful bidder has to submit 10% of the total value of the contract as performance guarantee deposit in the form of Demand Draft / Bank Guarantee/ Fixed Deposit Receipt of a Schedule Bank drawn in favour of "Registrar IISER Mohali" payable at Mohali before taking up the contract. The Performance Guarantee shall be refunded to the selected bidder after 60 days of successful completion of contract period.

- (4) The tenderer shall sign, stamp and upload each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid. The tenderer would fill up all the information as asked in clear and legible terms. In case of any problem, the bidder may contact Executive Engineer IISER Mohali
- (5) The tender forms shall be rejected if it is not complete in any respect.

I. Scope of Comprehensive Annual Maintenance Contract (CAMC) and servicing :-

- (a) Diagnose the fault and rectify the defects detected in reasonable time as mentioned in Point no.9 of Terms & Conditions.
- (b) Repair /replace the faulty parts, carry out servicing/oiling/greasing etc of the equipment's as per the scope of work mentioned in Gold contract (for Animal House, AB-2) & Bronze contract (for Health Centre & Community Centre) of M/s Otis.
- (c) Carry on the preventive maintenance as per schedule of contract i.e. Gold contract (for Animal House, AB-2) & Bronze contract (for Health Centre & Community Centre) of M/s Otis..
- (d) Attend all break down calls as and when required.
- (e) Upkeep the system, recording, required reading and maintenance of log Book of works carried out.

II. Equipment's Covered under the CAMC/ Servicing, greasing contract :-

For inclusion/exclusion of lift parts covered in CAMC, jobs to be undertaken etc the conditions mentioned in Gold and Bronze contract of M/s Otis as enclosed with this tender has to be strictly followed.

The below mentioned points are merely a rough guide :

- (a) Renew all wire ropes and chain (where fitted) as often as required to maintain an adequate factor of safety to equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevators wiring .
- (b) Systematically examine and adjust the following components :- Machine , Worm Gear, Thrust Bearing, Drive Sheave, Drive Sheave Bearing, Break Contact, Lining and components.
Motors , Motor Generator, Motor windings , Rotating elements, Commutator, Brushes , Brush Holders, Bearing Coils, Resistance for operating and motor circuits, Magnet Frames and other Mechanical parts,
Controller , Selector, Levelling , Devices , Cams, Relays ,Solid states components eg. PCBs, Transducers ,Resistors ,Condensers, Power Amplifiers ,Transformers, Contacts, Leads , Dash pots, Timing Devices ,Steel Selectors tapes and mechanical and electrical driving equipments .
Governor, Governor sheaves , shaft assembly bearings, contacts and Governor

Jaws. Car and hall mechanical buttons, Car and hall position indicators, hall Lanterns, car direction indicators and all other car landing signal fixtures as installed by the OTIS/OEM.

Deflectors or secondary sheaves ,bearings car and counter weight guide rails and buffers , top and bottom limit switches , Governor tension sheave assembly, Compensating sheave assembly,
Car counter weight and counter weight guide shoes including rollers or gibs. Interlock on hoistway door, hoistway door hangers, guides, automatic power operated door operator, car door hanger, car door contacts, safety shoes, load weighing equipments, car frame, car safety mechanism and platform.

(c) Furnish lubricants compliant to OEM's stringent specification.

(d) Examine periodically all safety devices and governors, and make all customary safety tests.

(e) Others components / Parts, if any, not mentioned in the above items.

Terms and Condition

(1) Eligibility Condition

The bidder shall meet the following requirement:-

- (a) Average annual turnover during last 3 years ending 31st March 2023 should be at least 10.0 Lac each year only for manufacturers of Lift or service agencies, authorized by manufacturer.
- (b) Experience of having successfully completed at least 2 similar AMC works during last seven years as on last day of 31st March 2023. in Central / State government officers / PSU. Documentary proof in support of successfully completing the above works shall be produced along with technical bid, failing which the offer may be disqualified.
- (c) Has to be the OEM or its Authorized Sales, Manufacture & Service agencies of Otis Lifts. Certificate or any other appropriate document as proof to be attached.

(2) Bid Price:- The bidder shall give the total price inclusive of all taxes, levies, GST etc.

The Basic unit price and all other components of price need to be indicated individually against price schedule given in financial Bid. The price indicated in the financial bid is firm and no further modification in the price will be accepted.

- (3) The bid should remain valid for 120 days from the date of opening of tender.
- (4) The CAMC will be in force for a period of five years from the date of acceptance of contract.
- (5) The contractor shall continue the service on same terms until a new contract is in place. The contract is extendable for a further suitable period i.e. 1+1+1+1 to be determined later on same terms and conditions at the discretion of the Institute.

- (6) **Payment Terms** : - Advance payment is not preferable, so the agencies should avoid it. Payment will be made quarterly through Electronic mode directly in the bidders A/C after completion of each quarter. Advance payment shall be released only on submission of Bank Guarantee etc as stipulated in point no. 3 above under the head 'Performance guarantee'.
- (7) Taxes, if any, will be deducted from bill / Tax invoice at the prevailing rates.
- (8) This is a Comprehensive Annual Maintenance Contract (Gold contract) for lifts of Animal House, AB-2 & Bronze contract (only servicing, greasing etc excluding spare parts) for lifts of Health Centre & Community Centre of M/s Otis. Conditions of Gold and Bronze contract only shall be strictly followed as regard to scope of work, inclusion/exclusion of lift parts only.
- (9) All spares to be used in this work shall be genuine spare parts and the same shall be used from the authorized dealer / manufacturer.
- (10) All parts, spares and jobs not covered under the contract shall be provided by the Institute at its own cost.
- (11) All servicing, maintenance and replacement shall be done with the knowledge of AEE (E), IISER Mohali.
- (12) The Agency shall attend unlimited breakdown calls in between routine service calls immediately on receipt of breakdown calls.
- (13) Bidder shall inspect the system before quoting. A bidder shall deem to have full knowledge of installation whether he inspects it or not. .
- (14) Recoveries will be made if the services and maintenance are not attended properly as per the general terms and conditions attached herewith.
- (15) The Institute reserves the right to accept or reject any or all the tenders in part or in full or may change the tender conditions at any stage, even during contract period, without assigning any reasons or to distribute the whole work between two or more contractors.
- (16) No additional amount will be paid to the contractor what has been specified in the terms and conditions of this contract
- (17) The contractor shall not sublet full or any portion of the contract to any other agency/ firm for maintenance of Passenger Lifts.
- (18) The repair work is to be carried out within the premises of the Institute. In the event of major repairs, if any of the machines required to be taken outside Institute premises, the same will be allowed to be taken outside only with the written permission of the Institute like Gate pass. No separate charges on account of labour and transportation would be paid by the Institute for the purpose for the items covered under scope of work.
- (19) Erasing or overwriting in the tender will render the same invalid.
- (20) Taxes will be deducted at the source as per rules.
- (21) The Tenderers are requested to go through the instructions, terms and conditions given in the tender document and the general terms and conditions attached herewith. Failure to

furnish all required information duly indexed and page numbered will be at the tenderer's risk and may result in the rejection of the tender.

- (22) Canvassing directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- (23) At any time, prior to the date of submission of the tender, the Institute may for any reasons, modify/ amend bid document.
- (24) The Institute, may at its discretion, extend the deadline for submission of tender.
- (25) The Institute reserves the right to terminate the contract at any time without assigning any reason by giving one month's notice to the agency.
- (26) The Institute shall be at liberty to test representative sample(s) of each item provided in the machines at the time of repair/ replacement of parts. The sample for testing shall be provided by the contractor/ supplier.
- (27) Only OEMs or their authorized service dealers/distributors with valid TIN & PAN nos. are eligible to participate in the tender bid.
- (28) Conditional tenders are liable to be summarily rejected.
- (29) The work in full or part shall not be subletted to other agency. If such a violation comes to the notice of the Institute, the Institute shall be free to forfeit the entire amount of earnest money/ performance guarantee deposited by the firm.
- (30) The Executive Engineer, IISER Mohali may be contacted at his office for any clarification.
- (31) The contractor shall be responsible for behaviour and conduct of it's workers. Worker with doubtful integrity or having a bad record shall not be engaged by the contractor. In this regard, it is also to be stated that the antecedents of the mechanics/ labourers to be deployed by the firm for execution of CAMC work, may be got verified from the local police.
- (32) The Institute will be at the liberty to ask for source and proof of procurement of materials used to repair/ replacement of the machines.
- (33) All the sub standard material if brought by contractor shall be rejected and shall have to be removed by him at his cost from the site immediately and this office will not be responsible for the safe custody of the same.
- (34) In case of any dispute the decision of the Director IISER Mohali shall be final and binding upon both the parties.

FORCE MAJEURE

- (I) Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfillment or for the delayed fulfillment of any of its Contractual obligations, if the affected party within 15 days of its occurrence informs in a written form to the other party.
- (II) Force Majeure shall means fires, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lock- outs beyond the control of either party.
- (III) Jurisdiction:- Any legal jurisdiction shall be Mohali only.

Sd/-
Executive Engineer

TERMS AND CONDITIONS

1. The CMC work to be carried out in the presence of AEE (Electrical).
2. The work should be executed to the entire satisfaction of the Engineer-in- Charge.
3. The agency will comply with all statutory requirements in respect of the work.
4. The agency will be responsible for the safety of personnel deployed by them for the work at the site. In case of any accident/incident which may involve any injury or loss of life to the personnel deployed by the agency, IISER in no way shall be responsible for such happenings and will not be liable for any type of compensation to any party. Safety of personnel deputed will be wholesome responsibility of the concerned agency.
5. All breakdowns calls shall be attended free of cost.
6. The undersigned for and on behalf of the Director IISER, Mohali reserves the right to reject, amend or alter this order without assigning any reason.
7. The agency will provide minimum twelve (12) free services in a year.
8. The agency shall attend unlimited breakdown calls in between routine service calls immediately on receipt of breakdown calls free of cost.
9. The agency will have to attend any breakdown call within three hours of intimation during working hours and by the beginning of the next day if intimated after office working hours, otherwise penalty @ Rs. 1000/- per day of down time will be levied. The same applies in case of a major fault or overhauling, if it is not rectified and the lift is not made working within five days except for the following parts wherein maximum time allowed shall be as follows :
 - a) Rewinding of motor : 22 days.
 - b) Replacement of worm/worm gear : 15 days
 - c) Replacement of Sheave & Ropes : 12 days
 - d) Replacement of Governor Rope : 7 days
 - e) Replacement of brake : 7 days
 - f) Replacement of thrust bearing : 5 days
 - g) Rewinding of armature : 22 daysThe agency will have to ensure that all necessary spare or replacement parts arrive on time to the site to make the lift working in time. Maximum penalty is limited to 5% of the contract value.
10. The executing agency shall be solely responsible for safe operation of the lifts. Hence lifts should be maintained accordingly strictly adhering to all lifts' safety standards.
11. While handing over the passenger lift at the end of the contract these should be in perfect working condition. Any defects found have to be rectified by the agency or else the net cost of the repairs will be charged on the agency's account.
12. During the currency of the contract, if any mishap occurs due to faulty lift or any of its part, it will be the responsibility of the agency to compensate the loss on account of injury to any person/property. IISER, on any account, shall not be responsible for the loss. OEM/Authorised agency to indemnify IISER for the same.
13. All Government regulations must be followed during examination and repairs of the lifts.
14. The agency may ensure that the lifts are properly lit, fans are working and the lifts are clean irrespective of scope of work at least those places which are hard to reach normally. It is preferred that the agency takes responsibility for Battery replacement, Lift lights, fans repair/replacement.
15. No living accommodation or stores will be provided to the agency.
16. Proper service reports/log books have to be maintained by the agency.
17. Only qualified, skilled and experienced technicians have to be deployed by the agency to carry out the lifts related work.

Scope of Otis Maintenance

1. Otis Responsibilities:

- (a) Otis will use trained and appropriately skilled personnel which it directly employs and/or supervises. They will be qualified to keep the Equipment properly adjusted and they will use all reasonable care to maintain the Equipment in efficient, reliable and safe operating condition.
- (b) Planned Maintenance: Otis will in accordance with the terms hereof, regularly examine, lubricate and adjust the Equipment and generally carry out planned maintenance in a systematic and controlled manner using Otis developed techniques and expertise. The frequency of examination will depend on the type of equipment and its location.
- (c) Repair Or Replace Parts: Otis will at its option, repair or replace any parts detailed in the following section 2 which, in its opinion are defective. Parts will be furnished by Otis on an exchange basis under which the replaced parts become the property of Otis. However Otis will not make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, Civil works, improper earthing, improper or temporary power supply, or repairs by others.
- (d) Parts replacement of Otis-make will be valid for 15 years from date of handover from new installation subject to 15 years of continuous Otis maintenance contract with the Customer. This will not be applicable for replacement of parts belonging to third party equipment manufacturer or where the services have not been continuously provided for 15 years by Otis to customer.

2. Equipment Covered:

- (a) Renew all wire ropes and chains (where fitted) as often as required to maintain an adequate factor of safety, to equalize the tension on all hoisting ropes, repair or replace conductor cables and hoist way and machine room elevator wiring.

- (b) Systematically examine and adjust the following components :
- Machine & its subassemblies, Motor & Windings, encoder, Worm Gears & shaft, Bearings, Main & deflector, secondary Sheaves, Brake coils, liners and related assembly
 - Ropes or Coated Steel Belts (CSB) & associated parts including spring / rubber / thimble
 - Controller parts-Circuit breakers, fuses, Connectors, switches, Relays & Contactors, PCBs, Resistors, Line reactor, Line filter, Capacitors, Rectifiers, Transformers, Contacts, VF Drive & braking unit
 - Automatic Rescue device parts like printed circuit board, transformers, circuit breakers, contactor relays
 - Selector system subassemblies like Levelling Devices, Cams, Relays, Rectifiers, Transformers, Contacts, Leads, Dashpots, Timing Devices, Steel Selector Tapes and Mechanical and Electrical Driving Equipment
 - Governor, Governor Sheave, Shaft Assembly, Bearings, Contacts and Governor Jaws; Governor Tension Sheave Assembly
 - Car and Hall push Buttons, Car and Hall Position Indicators, 7 or 16 Segment displays or TFT & Small Monochrome displays Hall Lanterns bulbs or PCB's, Car Direction Indicators and all other Car and Landing Signal Fixtures, as installed by Otis
 - Otis Intercom, emergency light and alarm unit including battery, Emergency & Inspection control panel parts like PCB's, circuit breakers, Fireman switch excluding the glass
 - Car and Counterweight – Sheaves, Bearings, Car and Counterweight Guide Rails and Buffers, brackets, Car and Counterweight Guide shoes including Roller or Liner, Top and Bottom Limit Switches, Stop switches, Compensating Sheave , compensation ropes/chains, Position reference system door zone sensors/ Magnets/ vanes, Load Weighing sensors
 - Cabin Safety Mechanism and Cabin bottom Platform
 - Interlocks on Landing Door, Car & Landing Door Hangers, Guides, Automatic Power Operated Door Operator including VF drive, Car Door Contact, Mechanical Safety Shoe, 2D electronic door sensor
- (c) Furnish lubricants compounded to Otis' specifications.
- (d) Examine periodically all safety devices and governors and make all customary safety tests.

3. **Non-Otis Lifts - Spare Parts:**

The Customer has a right to keep the elevator in usable/working condition, which gives him a right for the replacement of worn out/damaged parts/components. The components/ parts requiring replacement/repair, would be procured by Customer. Otis will endeavour to check the quality and reliability of the components/ parts procured from third party manufacturer/sources to extent possible and reasonable.

The Customer retain its rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for the Customer and only for the limited purpose of maintenance. Customer assumes all liabilities and risks related to such third party software and will ensure it has adequate rights and permissions to allow Otis to have access to such software for purposes of maintenance.

4. **Service Tools:**

The Customer is responsible to secure its right to use any special service tools required to maintain its non-Otis equipment. These tools must be provided prior to Otis beginning maintenance on such equipment.

5. **Spare Parts Inventory:**

Otis will during the term of this contract maintain, a reasonable supply of frequently used replacement parts and lubricants selected by Otis to meet the specific requirements of the units. Otis further agrees to maintain a supply of major components in its National Service Centre available for express delivery in case of emergencies. Availability and delivery of spare parts inventory is subject to the market conditions and availability.

6. **Quality Control:**

Otis will perform an annual survey of the Equipment to verify that it conforms to Otis requirements. Otis will also conduct periodic field audits of its personnel to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and code consultation to support its maintenance organization.

7. **Safety Tests:**

Otis will periodically examine safety devices and governor of the Equipment to ensure user safety. In addition, Otis will conduct an annual no load safety test on the Equipment. Otis will endeavour in its

service, repair and manufacturing facilities to restore the Equipment to normal services.

8. Wiring:

- (a) Otis will maintain current Otis engineering wiring diagram for the term of this Agreement and the same will be used exclusively by examiners or authorised Otis representatives.
- (b) Customer agrees to provide us with current wiring diagrams reflecting all previously made changes for Non-Otis Units covered by this Contract to facilitate proper maintenance of the Equipment. These diagrams will remain Customer property.

9. Work Schedule:

- (a) All work and services provided for in this Agreement are to be performed during normal working hours on normal working days. Additional costs incurred in carrying out work outside such times will be charged as extra for the overtime premium hours.
- (b) Any non-standard maintenance scheduled as per Customer request will be subject to additional cost.

10. Call Back Services:

- (a) Emergency Minor Adjustment Call Back Service: Otis will provide emergency minor adjustment CALL- BACK service under this Agreement. This CALL- BACK service will be extended 24 hours on all working days as well as holidays for elevators located in cities/towns where Otis has a Service Centre.
- (b) Chargeable Call Backs: Otis also reserves the right to charge the Customer for Call Backs when such Call Backs are the result of negligence or misuse of the Equipment or by reason of any cause which is beyond Otis' control, such as, Power failure, false calls, vandalism, misuse, Civil works, improper earthing/ temporary power supply, Customer security access system or repairs by others.

11. Customer's Obligations:

- (a) Access:
Customer will allow Otis employees free and unhindered access to the Equipment, and the landings, lobbies and machine room associated therewith and all areas mentioned herein.
These areas should be free of danger of falling objects; of ungrounded electrical wires and of tripping hazards, etc. which would pose a danger to those working on the Equipment.
With due concern for safety of its employees, Otis reserves the right to suspend services when in their opinion Otis personnel are subjected to hazardous working environment at site.
- (b) Authorised Repairs:
In the interest of safety of the Equipment and its users the Customer shall not direct or permit the repair, alternation, replacement or any interference with any of the Equipment or any part there of any items specified here in, by any person or organisation other than Otis, its employees or contractors, without Otis' prior consent.
- (c) Reporting:
Customer will report details of unsatisfactory running or irregular performance of the Equipment and will keep clean and in good condition those parts excluded from this Agreement referred above.
Customer will be legally responsible to report all the incidents - whether minor or major, immediately/within 24 hours, in writing to statutory authorities, wherever applicable and to Otis without any exception.
- (d) Lighting/Ventilation: Customer will provide the machine room with adequate lighting, cooling, moisture control, and/or ventilation as may be required in the judgement of Otis to assist its employees/authorized service in providing the work set out hereunder and in enhancing the effective operation of the Equipment.
- (e) Restricted Areas: Customer will keep away from any areas enclosing mechanical or electrical equipment, persons other than Otis' authorised employees and those expressly authorised by Otis. These areas will be used solely for their proper purposes. Customer will provide Otis unrestricted ready access to all areas of the building in which any parts of the units are located and to keep all machine rooms and pit areas free from water, stored materials and rubbish/debris. If any unit is malfunctioning or is in a dangerous condition, the Customer should immediately notify Otis and until Otis rectifies the problem, the Customer should agree to remove the unit from service and take all possible precautions to prevent its access or use.
Customer should agree to display any material relating to safety/use of equipment and warnings to passengers in connection with the use of the elevators.
- (f) Mainline Disconnects
Otis agrees to engage a qualified electrician to service at least once annually the elevator electrical main switches located in the elevator equipment room.

Any counters, metres, tools, remote monitoring devices, or communication devices which Otis may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. Customer grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. Customer will restrict access to the service equipment to authorized Otis personnel. Customer agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. Customer will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, Otis will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Failure to comply with any of above requirements may result in Otis suspending the services until the needful is done in consideration of the potential safety hazard.

12. Exclusions:

Otis assumes no responsibility for the following items of elevator equipment, not included in this contract:

- (a) External wiring to elevator and to hoist-way/machine room including Earthing, RCBO/ ELCB if not existing, Automatic Rescue Device batteries.
- (b) Cabin panels, ceilings, floorings, hand resting rails, mirrors, other architectural features, 3D or Panachrome door sensor, Security access system components, CCTV equipment & cable, light bulbs/ tubes, light diffusers, starters & chokes.
- (c) Doors, cabin/ landing gates / doors, sills, door frames, car cabinet key, door unlocking keys in case of loss.
- (d) ELD/Plasma/LCD displays, electronic touch pad, Car & landing button plates.
- (e) Any other item not specifically mentioned as included in the clause 2 of Equipment covered.

13. Negligence or Misuse of Equipment:

Otis will not incur expenses and is not required, under the terms of this Agreement, to make renewals or repairs, necessitated by reason of negligence or misuse or any other cause beyond Otis' control except ordinary wear and tear. Cost of such renewals and repairs necessitated by reason of negligence or cause will be charged to the Customer.

14. Other Safety Tests:

Otis will not be required to make safety tests other than as set out in section 2 hereof nor to install new attachments, nor carry out structural or other alternations on the Equipment whether or not recommended or directed by insurance companies or by governmental authorities, nor to make any replacements with parts of a different design.

15. Not an Insurance Contract:

Otis will not be liable for any loss, damage or delay due to any cause beyond its reasonable control including, but not limited to, lack of shipping space, embargoes, acts of Government, strikes, lockouts, fire, explosion, theft, heavy rains, floods, riots, civil commotion, war, malicious mischief or acts of God. Should damage occur to Otis material, tools or work on the premises from any cause beyond its reasonable control, the Customer shall compensate Otis thereof. Otis will also not be liable for indirect/consequential losses, under this scope of work or any agreement, under any circumstances.

16. No Possession:

Otis does not assume or accept possession or management of any part of the Equipment, but such remains the Customer's, exclusively, as the owner or lessee thereof. Otis will not be liable to obtain any licenses, approvals, permissions or alike for or on behalf of the Customer who will be solely liable at their own cost to obtain, maintain and renew requisite licenses, approvals, permissions for operating and using the Equipment. Above scope of Otis maintenance is subject to the Otis Binding Terms and Conditions.

We have read & understood the Otis Binding Terms and Conditions and the scope of Otis Maintenance and hereby confirm our acceptance to the same.

OTIS MAINTENANCE - TERMS AND CONDITIONS

1. **Scope of Services:** On request of the Customer, Otis will provide maintenance services ("Services") to the Customer for the Equipment identified subject to payment of agreed Fee by the Customer to Otis. All 'exclusions' specifically identified will be out of scope of Services and there will be no obligations, responsibilities, liabilities and alike on or of Otis for all or any such exclusions.
2. **Equipment:** Services to be performed by Otis will be limited strictly to the identified Equipment. Equipment is an OTIS elevator/ escalator/ walk way.
3. **Restricted Area:** The equipment machine room, shaft, landing area, electrical room, equipment room and lift pit are identified as 'restricted areas' accessible only to Otis personnel.
4. **Term:** These terms & conditions will continue to remain valid and binding between the Parties subject to price escalation every year and payment of Service Fee on or before the due date as agreed unless otherwise services are terminated.
5. **Service Fee:** The service fee is fixed for one year from date of commencement and is subject to escalation every year. Customer will pay the Service Fee in advance. Payment of Service Fee on time is an essence for provision of Services. In the event customer fails to pay the service fees the services stand suspended with immediate effect and Otis will not be responsible for any liability, damage, claims, arising out of this contract or under the law during the suspension of services.
6. **Delayed Payment:** Without prejudice to what is stated in clause 12, In event of delay or default on part of the Customer in making payment of Fee, customer will pay Otis an interest @18% per annum on unpaid amount till the date of actual payment. Any additional work done or services provided by Otis to Customer which is otherwise not part of agreed Services will be at an additional cost to be paid to Otis in advance. The Customer shall have no right to set-off against sums due under this agreement, any sums, which may be or which the customer may believe to be, due to the Customer from Otis.
7. **Taxes:** The Fee is exclusive of all taxes, cess, duties and other statutory outgoings and the Customer will pay, in addition to the Fee, any tax imposed upon it by any existing or future laws, including but not limited to Stamp duty, GST, and the amount of any tax imposed upon Otis, its suppliers or the Customer under any statute, court decision, rule or regulation becoming effective after the commencement of Services which is based upon or incident to the transfer, use, ownership or possession of the materials or equipment involved in the performance hereof or the services rendered hereunder. In compliance with Section 171 of CGST Act 2017, the contract price has been determined after due consideration of the applicable taxes as on the relevant date (including but not limited to GST) on input side as well as on output side along with the available benefit of input tax credit as per the law. Any fresh or variation in statutory tax structure will borne by Customer
8. **Approvals:** Customer will be solely responsible at its own cost to obtain, maintain and keep valid during the term of the Services, all requisite approvals, permissions and licenses including lift license (hereinafter "approvals") as required under the applicable laws to operate the Equipment. Otis is not responsible to obtain any such approvals directly or on behalf of the Customer. Customer will submit a copy of lift license, if applicable, to Otis before commencement of Services, and any renewal thereof
9. **Representations, Warranties & Duties of the Customer:** Customer warrants and represents that:
 - 9.1. Customer is the owner of the Equipment or otherwise has sufficient legal rights and authority to enter into this contract for Services. In event of any change in ownership or contractual position the Customer will keep Otis informed else the Customer will continue to be solely liable towards Otis including for payments hereunder.
 - 9.2. No possession & ownership of the Equipment will be deemed to be passed on to Otis and Customer will continue to be solely responsible as owner & operator for safety, security & upkeep of the Equipment at its own cost.
 - 9.3. There are no third party claims, legal disputes, litigations, proceedings, action or adjudications pending before any judicial or quasi-judicial forums and statutory or regulatory authorities which may in any manner affect the decision of Otis to enter into agreement.
 - 9.4. Customer and any of its representative is not named or listed in any sanctioned list(s) issued by any government or law enforcement agencies across the globe which may in any manner affect ability of Otis to enter into this agreement.
 - 9.5. Customer will allow Otis representatives free and unhindered access to the Equipment and restricted areas and ensure safe workplace for Otis personnel. Otis reserves the right to suspend services when in their opinion Otis personnel are subjected to unsafe working conditions at site.
 - 9.6. Customer will not allow access to Restricted areas and Equipment to any third person. Otis will not be responsible for any damage caused to Equipment or restricted areas or bodily harm or death caused during or after such unauthorized access.
 - 9.7. Customer will refrain from soliciting or entering into any unauthorized arrangement with Otis representatives, subcontractors and technicians for any purposes.
 - 9.8. Otis will not be responsible for any loss or damage caused to Equipment due to inadequate power supply or power outage.

10. Suspension of service and Right to suspend: In the event, if customer fails or refuses to pay the Service fees on or before the due date the services stand suspended with immediate effect. Further Otis reserves the right to suspend the Services with no further liability or obligation if, at any time, the Customer(i) makes or attempts to make unauthorized arrangement with an Otis representative (ii) allows unauthorized work on the Equipment or the restricted area(iii) does any act or omission which affects the ability of Otis to perform Services or poses any risk to safety & security of Otis personnel and (iv) occurrence of a force majeure events.

11. Effect of Suspension: In the event, if customer fails or refuses to pay the Service fees on or before the due date then Otis will not be responsible for servicing the equipment from the due date and customer will be solely responsible for any consequence(s) suffered by the Customer or any third person, including but not limited to any accidents, damages or loss to equipment or other property, bodily harm and injury to or death of any person during the period of suspension of services due to any of the above reasons. Customer without limitation will keep Otis indemnified for any consequence(s) during period of suspension.

12. Indemnity: Customer will indemnify and keep Otis and its personnel, management, employee, agents and representatives indemnified against all or any claims, demands, cause of actions, damages, costs, expenses, punitive orders, judgments, actions, legal cost and alike, whether raised by third by part or not, incurred by Otis due to breach of any contractual terms hereof by Customer or its representatives. Notwithstanding anything under contract or law, the liability of Customer to indemnify Otis will be without limitation in following cases- (i) consequences suffered, including but not limited to death, injury, illness or loss of property suffered or third party claims, during period of suspension of services, (ii) act of bribe/corruption, (iii) unauthorized access to third parties or interference with equipment or maintenance of Equipment, (iv) unauthorized solicitation or business dealing with Otis representatives, (v) breach of intellectual property rights of Otis or third party, and (vi) failure to comply with applicable laws.

13. Limitation of Liability: Otis will be liable only for direct damage to Customer if caused due to direct, gross and wilful negligence during performance of Services. Not with standing anything else herein and to the extent permitted by the law, Otis' total liability in contract, tort, strict liability or otherwise arising in connection with the services shall be limited to the aggregate amount paid by Customer to Otis in the last 12 months for the affected equipment. Not with standing anything else in these terms and conditions, Otis shall in no event be liable to customer for any indirect, incidental, collateral, special, punitive or consequential damages or losses such as loss of revenues, loss of profits, or harm to business reputation, whether foreseeable and whether arising in contract, tort, strict liability or

otherwise. Otis liability is expressly excluded for period of suspension of services.

14. Termination by Otis:

14.1. Convenience – Otis retains the right to terminate the Services at convenience by a written notice of 30 days to the Customer with or without cause.

14.2. Termination on failure to make payment– Otis retains the right to terminate the Services immediately if the Customer fails to make payment to Otis as agreed and a period of 30 days has expired from agreed due date.

14.3. Termination with Immediate Effect - Otis reserves right to terminate the Services with immediate effect without any prior notice, if

(a) Customer fails to obtain, maintain or renew any approvals/permissions as per law.

(b) Customer is involved in any act of fraud, payment of bribery or facilitation fees, corruption or offence involving moral turpitude whether or not for facilitating or expediting any government action.

(c) Petition has been filed against or by Customer for bankruptcy, liquidation or winding up.

(d) Legal & beneficial ownership of building has changed or is under dispute with a third party before any statutory authority.

(e) If Otis finds that, the Equipment has been subjected to unauthorised / unreasonable use or any third party interference or non-Otis spare parts have been used.

(f) Otis is prevented from performing any obligation by any cause outside its control.

(g) If Otis finds that, there is a material change in the original intent of the usage of the Equipment or in the function or character of the building.

(h) Any unauthorized work upon the Equipment undertaken by anyone other than Otis representatives.

(i) Customer refuses or fails to carry out work or replacement falling outside the scope of Services/agreement, within a reasonable period of time, after written notice from Otis that such work or replacement is necessary.

14.4. The Customer shall be entitled to terminate the Services forthwith by giving Otis ninety (90) days' notice in writing in either of the following events and Otis' responsibilities and entitlements under these terms and conditions shall cease forthwith:

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- (a) where the building is vacated.
 - (b) where The Customer furnishes proof that there has been a change in the legal and beneficial ownership of the building.
- 14.5. This Contract will be deemed null and void, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations including but not limited to Indian laws and US Laws as applicable.
15. **Data Privacy:** The products and/or services being provided may result in the collection of Personal Information. Otis and the Customer will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this agreement. With respect to any Personal Information provided by Customer to Otis, Customer shall be the Controller and Customer warrant that Customer have the legal right to share such Personal Information with Otis and Customer shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once Customer have lawfully provided Personal Information to Otis, Customer and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may authorize internal transfers and may share such Personal Information across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may store Personal Information provided by Customer on servers located and accessible globally by Otis entities and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs.
16. **Intellectual Property:** All intellectual property rights, including but not limited to inventions, patents, copyrights, trade secrets, know-how, test results, designs, technical specifications & information, in the systems and deliverables which during performance of Services are delivered by Otis or are part or result of the work performed will be owned exclusively by Otis globally. Any third party owned systems used by Otis for performance of Services will continue to be property of such third party.
17. **Force Majeure:** Otis will not be in breach of this contract or be liable to the Customer if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, but not limited to strikes, lock-outs, industrial disputes, fire, flood, acts of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, epidemic, legislation, regulation, order or other act of any government or entity. Customer will be responsible to ensure conditions are conducive to enable Otis resume Services.
18. **Confidentiality:** These terms and conditions will be treated as a confidential document by the Parties and neither Party will disclose or make public in whole or in part any content of the terms and conditions unless otherwise consented to in writing by the Other Party. Provided the restrictions herein shall not apply where these terms and conditions or part thereof is required to be disclosed under orders of any court or a judicial forum.
19. **Dispute Resolution:** All or any disputes and differences will be resolved amicably by the Parties through mutual discussions. On failure to arrive at an amicable resolution within 15 days of receipt of notice from aggrieved Party, the Parties will refer the dispute for adjudication to arbitration under Arbitration & Conciliation Act, 1996. All such unresolved disputes will be decided by a Sole Arbitrator to be appointed mutually by the Parties within 30 days of receipt of notice and in event of failure to appoint a mutual arbitrator, parties will request the competent court of jurisdiction to appoint an arbitrator. Place of arbitration shall be Mumbai/Bangalore/Delhi/Kolkata (please select appropriate) and the decision of the arbitral tribunal will be final and binding on the Parties.
20. **Notices:** All notices, authorizations, and requests in connection with the Services and terms & conditions must be in writing and will be deemed given as of the day they are received through registered post or in the email inbox addressed to the authorized signatory as identified herein this Agreement.
21. **Jurisdiction:** The Courts at will have exclusive jurisdiction over these Terms & Conditions and any matter related thereto.

We have read & understood the terms and conditions and hereby confirm our acceptance to the same.

Scope of Otis Maintenance

1. Otis Responsibilities:

- (a) Otis will use trained and appropriately skilled personnel which it directly employs and/or supervises. They will be qualified to keep the Equipment properly adjusted and they will use all reasonable care to maintain the Equipment in efficient, reliable and safe operating condition.
- (b) Planned Maintenance: Otis will in accordance with the terms hereof, regularly examine, lubricate and adjust the Equipment and generally carry out planned maintenance in a systematic and controlled manner using Otis developed techniques and expertise. The frequency of examination will depend on the type of equipment and its location.

2. Inclusions:

This contract is restricted to the conditions detailed herein and does not include any other services or repairs, which would be covered by separate order.

It is agreed that Otis does not assume possession or control of any part of the equipment but such remains Customer's exclusively as the owner (or lessee) thereof.

During maintenance visits Otis service technician using product specific techniques will:

- (a) make minor adjustments.
- (b) clean the machine, motor and controller.
- (c) clean and lubricate hoistway equipment and entrances.
- (d) grease and oil bearings and guides.

- (e) conduct an annual equipment survey.
- (f) conduct an annual safety survey.
- (g) provide lubricating oils, greases and cleaning materials.
- (h) attend emergency minor adjustment 'call back' service during regular time.

3. **Non-Otis Lifts - Spare Parts:**

The Customer has a right to keep the elevator in usable/working condition, which gives him a right for the replacement of worn out/damaged parts/components. The components/ parts requiring replacement/repair, would be procured by Customer. Otis will endeavour to check the quality and reliability of the components/ parts procured from third party manufacturer/sources to extent possible and reasonable.

The Customer retain its rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for the Customer and only for the limited purpose of maintenance. Customer assumes all liabilities and risks related to such third party software and will ensure it has adequate rights and permissions to allow Otis to have access to such software for purposes of maintenance.

4. **Service Tools:**

The Customer is responsible to secure its right to use any special service tools required to maintain its non-Otis equipment. These tools must be provided prior to Otis beginning maintenance on such equipment.

5. **Spare Parts Inventory:**

Otis will during the term of this contract maintain, a reasonable supply of frequently used replacement parts and lubricants selected by Otis to meet the specific requirements of the units. Otis further agrees to maintain a supply of major components in its National Service Centre available for express delivery in case of emergencies. Availability and delivery of spare parts inventory is subject to the market conditions and availability.

6. **Quality Control:**

Otis will perform an annual survey of the Equipment to verify that it conforms to Otis requirements. Otis will also conduct periodic field audits of its personnel to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and code consultation to support its maintenance organization.

7. **Safety Tests:**

Otis will periodically examine safety devices and governor of the Equipment to ensure user safety. In addition, Otis will conduct an annual no load safety test on the Equipment. Otis will endeavour in its service, repair and manufacturing facilities to restore the Equipment to normal services.

8. **Wiring:**

- (a) Otis will maintain current Otis engineering wiring diagram for the term of this Agreement and the same will be used exclusively by examiners or authorised Otis representatives.
- (b) Customer agrees to provide us with current wiring diagrams reflecting all previously made changes for Non-Otis Units covered by this Contract to facilitate proper maintenance of the Equipment. These diagrams will remain Customer property.

9. **Work Schedule:**

- (a) All work and services provided for in this Agreement are to be performed during normal working hours on normal working days. Additional costs incurred in carrying out work outside such times will be charged as extra for the overtime premium hours.
- (b) Any non-standard maintenance scheduled as per Customer request will be subject to additional cost.

10. **Call Back Services:**

- (a) Emergency Minor Adjustment Call Back Service: Otis will provide emergency minor adjustment CALL- BACK service under this Agreement. This CALL- BACK service will be extended for normal working hours on all working days for elevators located in cities/towns where Otis has a Service Centre.
- (b) Chargeable Call Backs: Otis also reserves the right to charge the Customer for Call Backs when such Call Backs are the result of negligence or misuse of the Equipment or by reason of any cause which is beyond Otis' control, such as, Power failure, false calls, vandalism, misuse, Civil works,

improper earthing/temporary power supply, Customer security access system or repairs by others.

11. Customer's Obligations:

- (a) **Access:**
Customer will allow Otis employees free and unhindered access to the Equipment, and the landings, lobbies and machine room associated therewith and all areas mentioned herein. These areas should be free of danger of falling objects; of ungrounded electrical wires and of tripping hazards, etc. which would pose a danger to those working on the Equipment. With due concern for safety of its employees, Otis reserves the right to suspend services when in their opinion Otis personnel are subjected to hazardous working environment at site.
- (b) **Authorised Repairs:**
In the interest of safety of the Equipment and its users the Customer shall not direct or permit the repair, alternation, replacement or any interference with any of the Equipment or any part thereof of any items specified here in, by any person or organisation other than Otis, its employees or contractors, without Otis' prior consent.
- (c) **Reporting:**
Customer will report details of unsatisfactory running or irregular performance of the Equipment and will keep clean and in good condition those parts excluded from this Agreement referred above. Customer will be legally responsible to report all the incidents - whether minor or major, immediately/within 24 hours, in writing to statutory authorities, wherever applicable and to Otis without any exception.
- (d) **Lighting/Ventilation:** Customer will provide the machine room with adequate lighting, cooling, moisture control, and/or ventilation as may be required in the judgement of Otis to assist its employees/authorized service in providing the work set out hereunder and in enhancing the effective operation of the Equipment.
- (e) **Restricted Areas:** Customer will keep away from any areas enclosing mechanical or electrical equipment, persons other than Otis' authorised employees and those expressly authorised by Otis. These areas will be used solely for their proper purposes. Customer will provide Otis unrestricted ready access to all areas of the building in which any parts of the units are located and to keep all machine rooms and pit areas free from water, stored materials and rubbish/debris. If any unit is malfunctioning or is in a dangerous condition, the Customer should immediately notify Otis and until Otis rectifies the problem, the Customer should agree to remove the unit from service and take all possible precautions to prevent its access or use. Customer should agree to display any material relating to safety/use of equipment and warnings to passengers in connection with the use of the elevators.
- (f) **Mainline Disconnects:**
Otis agrees to engage a qualified electrician to service at least once annually the elevator electrical main switches located in the elevator equipment room. Any counters, metres, tools, remote monitoring devices, or communication devices which Otis may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. Customer grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. Customer will restrict access to the service equipment to authorized Otis personnel. Customer agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. Customer will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, Otis will be given access to your premises to remove the service equipment, including the resident software, at our expense. Failure to comply with any of above requirements may result in Otis suspending the services until the needful is done in consideration of the potential safety hazard.

12. Exclusions:

- OTIS assumes no responsibility for the following items of elevator equipment, not included in this contract:
- (a) External wiring to elevator and to hoistway/machine room including Earthing, RCBO/ ELCB if not existing, Automatic Rescue Device batteries.
- (b) Cabin panels, ceilings, floorings, hand resting rails, mirrors, other architectural features & 3D or Panachrome door sensor, Security access system components, CCTV equipment & cable, light bulbs/tubes, light diffusers, starters, chokes.
- (c) Doors, cabin/ landing gates/ Doors, sills, Door frames, Car cabinet Key, Door unlocking keys in case of loss.

- (d) ELD/Plasma/LCD Displays, electronic Touchpad, Car & Landing button plates.
- (e) VF Drive of the controller and door, Main motor / motor windings generator, worm gear and worm shaft, Main drive sheave, Generator, Governor rope, main rope or Coated steel belt (CSB) & its components as Spring / rubber / thimble.
- (f) Car enclosure, door panels, hung ceilings, car gates, light diffusers, light bulbs, fluorescent tubes, handrails, starters, chokes, mirrors, floor coverings, carpets, other architectural features, hoist way enclosure, hoist way gates, door frames, doors, sills, batteries, security system, external wiring to elevator and hoist way / machine room. Imported components like ELD, Plasma Display & EVAIS etc.
- (g) Car and Hall buttons or position indicators, fireman switch, emergency alarm and light, intercom, battery, manual rescue unit and batteries.
- (h) Deflector sheave, main drive sheave, motor winding, worm gear and worm shaft, main rope, governor rope, belt (wherever applicable), spring / rubber / thimble.
- (i) Car top inspection box, Controller Connectors, circuit breakers, switched and fuses Hoist-way Limit Switches, Fireman switch at landing, Door guide shoe, car gate switch, Air cords and pulley, stop switches and door operator gear, brake arm, coil, gear oil, Emergency alarm, emergency light, Lubricants, safety instructions stickers (A4 poster).
- (j) Any other item not specifically mentioned as included in clause 2 of Equipment covered.

All work is to be performed during Otis regular working hours of our regular working days. Overtime examinations or emergency minor adjustment callback service are not included in this agreement.

13. Negligence or Misuse of Equipment:

Otis will not incur expenses and is not required, under the terms of this Agreement, to make renewals or repairs, necessitated by reason of negligence or misuse or any other cause beyond Otis' control except ordinary wear and tear. Cost of such renewals and repairs necessitated by reason of negligence or cause will be charged to the Customer.

14. Other Safety Tests:

Otis will not be required to make safety tests other than as set out in section 2 hereof nor to install new attachments, nor carry out structural or other alternations on the Equipment whether or not recommended or directed by insurance companies or by governmental authorities, nor to make any replacements with parts of a different design.

15. Not an Insurance Contract:

Otis will not be liable for any loss, damage or delay due to any cause beyond its reasonable control including, but not limited to, lack of shipping space, embargoes, acts of Government, strikes, lockouts, fire, explosion, theft, heavy rains, floods, riots, civil commotion, war, malicious mischief or acts of God. Should damage occur to Otis material, tools or work on the premises from any cause beyond its reasonable control, the Customer shall compensate Otis thereof. Otis will also not be liable for indirect/consequential losses, under this scope of work or any agreement, under any circumstances.

16. No Possession:

Otis does not assume or accept possession or management of any part of the Equipment, but such remains the Customer's, exclusively, as the owner or lessee thereof. Otis will not be liable to obtain any licenses, approvals, permissions or alike for or on behalf of the Customer who will be solely liable at their own cost to obtain, maintain and renew requisite licenses, approvals, permissions for operating and using the Equipment. Above scope of Otis maintenance is subject to the Otis Binding Terms and Conditions.

We have read & understood the Otis Binding Terms and Conditions and the scope of Otis Maintenance and hereby confirm our acceptance to the same.

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OTIS MAINTENANCE - TERMS AND CONDITIONS

1. **Scope of Services:** On request of the Customer, Otis will provide maintenance services ("Services") to the Customer for the Equipment identified subject to payment of agreed Fee by the Customer to Otis. All 'exclusions' specifically identified will be out of scope of Services and there will be no obligations, responsibilities, liabilities and alike on or of Otis for all or any such exclusions.
2. **Equipment:** Services to be performed by Otis will be limited strictly to the identified Equipment. Equipment is an OTIS elevator/ escalator/ walk way.
3. **Restricted Area:** The equipment machine room, shaft, landing area, electrical room, equipment room and lift pit are identified as 'restricted areas' accessible only to Otis personnel.
4. **Term:** These terms & conditions will continue to remain valid and binding between the Parties subject to price escalation every year and payment of Service Fee on or before the due date as agreed unless otherwise services are terminated.
5. **Service Fee:** The service fee is fixed for one year from date of commencement and is subject to escalation every year. Customer will pay the Service Fee in advance. Payment of Service Fee on time is an essence for provision of Services. In the event customer fails to pay the service fees the services stand suspended with immediate effect and Otis will not be responsible for any liability, damage, claims, arising out of this contract or under the law during the suspension of services.
6. **Delayed Payment:** Without prejudice to what is stated in clause 12, in event of delay or default on part of the Customer in making payment of Fee, customer will pay Otis an interest @18% per annum on unpaid amount till the date of actual payment. Any additional work done or services provided by Otis to Customer which is otherwise not part of agreed Services will be at an additional cost to be paid to Otis in advance. The Customer shall have no right to set-off against sums due under this agreement, any sums, which may be or which the customer may believe to be, due to the Customer from Otis.
7. **Taxes:** The Fee is exclusive of all taxes, cess, duties and other statutory outgoings and the Customer will pay, in addition to the Fee, any tax imposed upon it by any existing or future laws, including but not limited to Stamp duty, GST, and the amount of any tax imposed upon Otis, its suppliers or the Customer under any statute, court decision, rule or regulation becoming effective after the commencement of Services which is based upon or incident to the transfer, use, ownership or possession of the materials or equipment involved in the performance hereof or the services rendered hereunder. In compliance with Section 171 of CGST Act 2017, the contract price has been determined after due consideration of the applicable taxes as on the relevant date (including but not limited to GST) on input side as well as on output side along with the available benefit of input tax credit as per the law. Any fresh or variation in statutory tax structure will borne by Customer
8. **Approvals:** Customer will be solely responsible at its own cost to obtain, maintain and keep valid during the term of the Services, all requisite approvals, permissions and licenses including lift license (hereinafter "approvals") as required under the applicable laws to operate the Equipment. Otis is not responsible to obtain any such approvals directly or on behalf of the Customer. Customer will submit a copy of lift license, if applicable, to Otis before commencement of Services, and any renewal thereof
9. **Representations, Warranties & Duties of the Customer:** Customer warrants and represents that:
 - 9.1. Customer is the owner of the Equipment or otherwise has sufficient legal rights and authority to enter into this contract for Services. In event of any change in ownership or contractual position the Customer will keep Otis informed else the Customer will continue to be solely liable towards Otis including for payments hereunder.
 - 9.2. No possession & ownership of the Equipment will be deemed to be passed on to Otis and Customer will continue to be solely responsible as owner & operator for safety, security & upkeep of the Equipment at its own cost.
 - 9.3. There are no third party claims, legal disputes, litigations, proceedings, action or adjudications pending before any judicial or quasi-judicial forums and statutory or regulatory authorities which may in any manner affect the decision of Otis to enter into agreement.
 - 9.4. Customer and any of its representative is not named or listed in any sanctioned list(s) issued by any government or law enforcement agencies across the globe which may in any manner affect ability of Otis to enter into this agreement.
 - 9.5. Customer will allow Otis representatives free and unhindered access to the Equipment and restricted areas and ensure safe workplace for Otis personnel. Otis reserves the right to suspend services when in their opinion Otis personnel are subjected to unsafe working conditions at site.
 - 9.6. Customer will not allow access to Restricted areas and Equipment to any third person. Otis will not be responsible for any damage caused to Equipment or restricted areas or bodily harm or death caused during or after such unauthorized access.
 - 9.7. Customer will refrain from soliciting or entering into any unauthorized arrangement with Otis representatives, subcontractors and technicians for any purposes.
 - 9.8. Otis will not be responsible for any loss or damage caused to Equipment due to inadequate power supply or power outage.

10. Suspension of service and Right to suspend: In the event, if customer fails or refuses to pay the Service fees on or before the due date the services stand suspended with immediate effect. Further Otis reserves the right to suspend the Services with no further liability or obligation if, at any time, the Customer(i) makes or attempts to make unauthorized arrangement with an Otis representative (ii) allows unauthorized work on the Equipment or the restricted area(iii) does any act or omission which affects the ability of Otis to perform Services or poses any risk to safety & security of Otis personnel and (iv) occurrence of a force majeure events.

11. Effect of Suspension: In the event, if customer fails or refuses to pay the Service fees on or before the due date then Otis will not be responsible for servicing the equipment from the due date and customer will be solely responsible for any consequence(s) suffered by the Customer or any third person, including but not limited to any accidents, damages or loss to equipment or other property, bodily harm and injury to or death of any person during the period of suspension of services due to any of the above reasons. Customer without limitation will keep Otis indemnified for any consequence(s) during period of suspension.

12. Indemnity: Customer will indemnify and keep Otis and its personnel, management, employee, agents and representatives indemnified against all or any claims, demands, cause of actions, damages, costs, expenses, punitive orders, judgments, actions, legal cost and alike, whether raised by third party or not, incurred by Otis due to breach of any contractual terms hereof by Customer or its representatives. Notwithstanding anything under contract or law, the liability of Customer to indemnify Otis will be without limitation in following cases- (i) consequences suffered, including but not limited to death, injury, illness or loss of property suffered or third party claims, during period of suspension of services, (ii) act of bribe/corruption, (iii) unauthorized access to third parties or interference with equipment or maintenance of Equipment, (iv) unauthorized solicitation or business dealing with Otis representatives, (v) breach of intellectual property rights of Otis or third party, and (vi) failure to comply with applicable laws.

13. Limitation of Liability: Otis will be liable only for direct damage to Customer if caused due to direct, gross and wilful negligence during performance of Services. Not with standing anything else herein and to the extent permitted by the law, Otis' total liability in contract, tort, strict liability or otherwise arising in connection with the services shall be limited to the aggregate amount paid by Customer to Otis in the last 12 months for the affected equipment. Not with standing anything else in these terms and conditions, Otis shall in no event be liable to customer for any indirect, incidental, collateral, special, punitive or consequential damages or losses such as loss of revenues, loss of profits, or harm to business reputation, whether foreseeable and whether arising in contract, tort, strict liability or

otherwise. Otis liability is expressly excluded for period of suspension of services.

14. Termination by Otis:

14.1. Convenience – Otis retains the right to terminate the Services at convenience by a written notice of 30 days to the Customer with or without cause.

14.2. Termination on failure to make payment– Otis retains the right to terminate the Services immediately if the Customer fails to make payment to Otis as agreed and a period of 30 days has expired from agreed due date.

14.3. Termination with Immediate Effect - Otis reserves right to terminate the Services with immediate effect without any prior notice, if

(a) Customer fails to obtain, maintain or renew any approvals/permissions as per law.

(b) Customer is involved in any act of fraud, payment of bribery or facilitation fees, corruption or offence involving moral turpitude whether or not for facilitating or expediting any government action.

(c) Petition has been filed against or by Customer for bankruptcy, liquidation or winding up.

(d) Legal & beneficial ownership of building has changed or is under dispute with a third party before any statutory authority.

(e) If Otis finds that, the Equipment has been subjected to unauthorised / unreasonable use or any third party interference or non-Otis spare parts have been used.

(f) Otis is prevented from performing any obligation by any cause outside its control.

(g) If Otis finds that, there is a material change in the original intent of the usage of the Equipment or in the function or character of the building.

(h) Any unauthorized work upon the Equipment undertaken by anyone other than Otis representatives.

(i) Customer refuses or fails to carry out work or replacement falling outside the scope of Services/agreement, within a reasonable period of time, after written notice from Otis that such work or replacement is necessary.

14.4. The Customer shall be entitled to terminate the Services forthwith by giving Otis ninety (90) days' notice in writing in either of the following events and Otis' responsibilities and entitlements under these terms and conditions shall cease forthwith:

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- (a) where the building is vacated.
 - (b) where The Customer furnishes proof that there has been a change in the legal and beneficial ownership of the building.
- 14.5. This Contract will be deemed null and void, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations including but not limited to Indian laws and US Laws as applicable.
15. **Data Privacy:** The products and/or services being provided may result in the collection of Personal Information. Otis and the Customer will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this agreement. With respect to any Personal Information provided by Customer to Otis, Customer shall be the Controller and Customer warrant that Customer have the legal right to share such Personal Information with Otis and Customer shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once Customer have lawfully provided Personal Information to Otis, Customer and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may authorize internal transfers and may share such Personal Information across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may store Personal Information provided by Customer on servers located and accessible globally by Otis entities and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs.
16. **Intellectual Property:** All intellectual property rights, including but not limited to inventions, patents, copyrights, trade secrets, know-how, test results, designs, technical specifications & information, in the systems and deliverables which during performance of Services are delivered by Otis or are part or result of the work performed will be owned exclusively by Otis globally. Any third party owned systems used by Otis for performance of Services will continue to be property of such third party.
17. **Force Majeure:** Otis will not be in breach of this contract or be liable to the Customer if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, but not limited to strikes, lock-outs, industrial disputes, fire, flood, acts of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, epidemic, legislation, regulation, order or other act of any government or entity. Customer will be responsible to ensure conditions are conducive to enable Otis resume Services.
18. **Confidentiality:** These terms and conditions will be treated as a confidential document by the Parties and neither Party will disclose or make public in whole or in part any content of the terms and conditions unless otherwise consented to in writing by the Other Party. Provided the restrictions herein shall not apply where these terms and conditions or part thereof is required to be disclosed under orders of any court or a judicial forum.
19. **Dispute Resolution:** All or any disputes and differences will be resolved amicably by the Parties through mutual discussions. On failure to arrive at an amicable resolution within 15 days of receipt of notice from aggrieved Party, the Parties will refer the dispute for adjudication to arbitration under Arbitration & Conciliation Act, 1996. All such unresolved disputes will be decided by a Sole Arbitrator to be appointed mutually by the Parties within 30 days of receipt of notice and in event of failure to appoint a mutual arbitrator, parties will request the competent court of jurisdiction to appoint an arbitrator. Place of arbitration shall be Mumbai/Bangalore/Delhi/Kolkata (please select appropriate) and the decision of the arbitral tribunal will be final and binding on the Parties.
20. **Notices:** All notices, authorizations, and requests in connection with the Services and terms & conditions must be in writing and will be deemed given as of the day they are received through registered post or in the email inbox addressed to the authorized signatory as identified herein this Agreement.
21. **Jurisdiction:** The Courts at will have exclusive jurisdiction over these Terms & Conditions and any matter related thereto.

We have read & understood the terms and conditions and hereby confirm our acceptance to the same.

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Annexure-A

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

Date:

To,

Executive Engineer
IISER Mohali

Sub: Acceptance of Terms and Conditions of Tender.

Tender Reference No.: **IISER/EEEE/23-24/CAMC-AMC/04**

Name of Tender/Work:- CAMC & AMC of lift of OTIS make in Animal House, AB-2, Health Centre & Community Centre at IISER Mohali

Dear Sir

1. I/We have downloaded/obtain the tender documents(s) from the above mentioned Tender/Work from the website(s) namely as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We had read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.) which from part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting the acceptance letter.
4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in its totality/entirety.
5. In case any provision of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official seal)