

ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**BID DOCUMENT For****Annual contract of Air- Conditioning Systems for operation of office building Phase-1 & Phase-2 and All inclusive comprehensive maintenance for office building Ph-1 having Central Air-Conditioning Plant" (HVAC System) for HLL Infra Tech Services Limited at Plot No. B-14-A, Sector-62, Noida (U.P)****TENDER No-HITES/ O&M/HVAC/2018-19/****HLL INFRA TECH SERVICES LIMITED*****B-14A, Sector – 62,*****Noida, (U.P)****Phone : 0120-4071500****Fax : 0120-4071513****www.hllhites.com**

2018-19

NOTICE INVITING TENDER

NAME OF THE WORK: Annual contract of Air- conditioning Systems for operation of office building Ph-1 & Ph-2 and All inclusive comprehensive maintenance for office building Ph-1 having Central Air-Conditioning Plant" (HVAC System) for HLL Infra Tech Services Limited at Plot No. B-14-A, Sector-62, Noida (U.P)

HLL Infra Tech Services Limited invites sealed and superscribed limited Bids in two Bid systems from experienced and reputed HVAC Licensed contractors / registered contractors with. CPWD, Railways, MES, P&T, state PWD, semi Govt. organizations or worked with MNC's multi-storied office complex/well known organization for Annual maintenance contract of air conditioning systems for operation of office building Ph-1 & Ph-2 and All inclusive comprehensive maintenance for office building Ph-1 having Central Air-Conditioning Plant" (HVAC System) for HLL Infra Tech Services Limited at Plot No. B-14-A, Sector-62, Noida (U.P)

IMPORTANT INFORMATION

Name of the Work	Annual contract of air conditioning systems for operation of office building Ph-1 & Ph-2 and All inclusive comprehensive maintenance for office building Ph-1 having Central Air-Conditioning Plant" (HVAC System) for HLL Infra Tech Services Limited at Plot No. B-14-A, Sector-62, Noida (U.P)
Bid security / Earnest Money (EMD)	Rs. 43000/- (EMD in a separate envelop, shall be part of the Technical Bid) by a Demand Draft in favour of "HLL Infra Tech Services Limited" payable at New Delhi/Noida
Cost of Bid Document	NIL
Issue of BID documents	From 06 .03 .2019 , (May be collected from our office on all working days or down loaded from our website www.hllhites.com/tenders)
Last date & time of Submission of completed Bids	18 .03 .2019 by 15:00 hrs.
Date & time of opening of Technical Bids	18.03.2019 at 15:30 hrs

Date & time of opening of Financial bid	To be intimated separately to technically successful bidders only.
Period for submission of Performance Security	15 days from issue of Letter of Acceptance
Period for signing of Contract Agreement	15 days from issue of Letter of Acceptance
Address for communication in connection with this BID	AVP (Maint.), HLL Infra Tech Services Limited B-14A, Sector 62, NOIDA-201 301 Dist: Gautam Buddh Nagar (UP) Tel:0120-4071500,Fax-0120-4071513/627

All the interested parties are requested to visit the site before bidding for proper assessment of the subject work. The installations shall be taken over as where is basis. There are two nos. office building Ph-I and Ph-II. Office building Ph-I (Basement and Ground plus three floors) has Central Air conditional Systems and Office building Ph-II(2 basement floors and Ground plus four floors) have VRV systems.

Note:

ELIGIBILITY CRITERIA:

- i). Prospective vendors/contractors/bidders shall have well experienced in similar type of works and registered with Central/State/PSU/Govt. Societies or worked with MNC's multi-storied office complex/well known organization
- ii). Average Annual financial turnover during the last three years, ending 31st March of the previous financial year, should be not less than Rs. 1750,000/- .
- iii). Experience of having successfully completed similar works for operation and maintenance during last 7 years ending last day of month previous to the one which application are invited should be either of the following:-
 - a. Three similar completed works costing not less than Rs.8.6 0 Lakhs
 - b. Two similar completed works costing not less than Rs. 12.90 lakh
 - c. One similar completed works costing not less than Rs.17.50 Lakhs

BID SUBMISSION

The sealed and superscribed Bid must reach **The Associated Vice Precedent** (Maint.), HLL Infra Tech Services Limited, B-14A, Sector-62, Noida-201301 (U.P.) completed in all respects, latest by **15:00 hrs on 18. 03.2019** and technical bids will be opened at **15:30 Hrs on the same day**.

Bids received after the above-mentioned time and date shall not be accepted. Any Bid document submitted through post/courier is at the risk of the bidders and HITES is not responsible for any delay/loss.

The Bids should be submitted in two parts in separate sealed envelopes. Part I will comprise acceptance of our terms & conditions of contract, form of particulars duly filled in, copy of IT return PAN Card, GST No. allotted by the concerned authorities, Details of Manpower available, Details of Tools and Tackles available for executing similar jobs, Earnest Money Deposit of **Rs.43,000/- (Rupees Forty Three Thousand Only)** and other supporting documents indicating the proof of having provided similar services to Govt. Departments / Public sectors Undertakings/ well known & reputed companies. The contract agency should submit audited balance sheet and profit and Loss statements for the previous three years i.e. FY: 2015-16, 2016-17 & 2017-2018.

Documents indicated in check list of **Part I** of Bid must be submitted. Bidders who are found competent on the basis of information submitted in **Part –I** will only be considered for opening of financial bid that is part II. The envelopes must be superscribed with the following information:

Both the envelopes should be securely sealed and stamped separately and clearly marked as "**Envelope No.1 – Technical Bid (EMD & Eligibility Criteria)**" and "**Envelope No.2- Financial Bid**" respectively. Both the sealed envelopes should be placed in a third larger envelope clearly mentioning Bid for Annual contract of air conditioning systems for operation of office building Phase-1 & Phase-2 and All inclusive comprehensive maintenance for office building Ph-1 having Central Air-Conditioning Plant" (HVAC System) for HLL Infra Tech Services Limited at Plot No. B-14-A, Sector-62, Noida (U.P) along with Bid Reference No, Due Date, Name of Bidder, Technical and Price bid in separate envelop inside etc.

It may please be noted that incomplete Bids shall be treated as non-responsive and shall be summarily rejected. In this regard no correspondence shall be entertained with the contractor/bidder

TECHNICAL BID

GENERAL TERMS AND CONDITIONS (GTC)

1. Sealed Bids in two bid system i.e. Technical Bid along with EMD, & Financial Bid separately, are hereby invited for the work of Annual contract of air conditioning systems for operation of office building Ph-1 & Ph-2 and All inclusive comprehensive maintenance for office building Ph-1 having Central Air-Conditioning Plant" (HVAC System) for HLL Infra Tech Services Limited at Plot No. B-14-A, Sector-62, Noida (U.P) from the contractors of registered in appropriate class of CPWD, Railways, MES, P&T, state PWD,

Semi Government Organizations or worked with well known reputed companies/MNC,s work successfully carried out as per eligibility criteria. The Bidders are required to produce proof of fulfilling these conditions.

2. **The contract shall be in force for initial period of one year and may be extendable further for two years based on performance on annual increase of maximum 5% on previous year contract value keeping other terms and conditions same. The contract can be terminated by either party by issuing one months advance notice in writing.**
3. Bids must be received by HITES at the address given not later than the time and date specified on the cover page. In the event of the specified date for the submission of bids being declared a holiday for HITES, the bids will be received up to the appointed time on the next working day.
4. Bidders may inspect the site in advance before quoting the rates, since, they will be responsible for break down free services of Annual contract of air conditioning systems for operation of office building Ph-1 & Ph-2 and All inclusive comprehensive maintenance for office building Ph-1 having Central Air-Conditioning Plant" (HVAC System) for HLL Infra Tech Services Limited at Plot No. B-14-A, Sector-62, Noida (U.P)
5. Earnest money is liable to be forfeited, if the contractor selected for the work fails to sign the formal agreement within 15 days from the date of issue of work award letter.
6. Bids which do not fulfil all or any of the conditions or are incomplete in any respect are liable to summarily rejected
7. Duly filled Bid along with earnest money by Subscribing Annual contract of air conditioning systems for operation of office building Ph-1 & Ph-2 and All inclusive comprehensive maintenance for office building Ph-1 having Central Air-Conditioning Plant" (HVAC System) for HLL Infra Tech Services Limited at Plot No. B-14-A, Sector-62, Noida (U.P) ” on the envelope duly sealed should be sent to:

**The Associate Vice President (Maintenance),
HLL Infra Tech Services Limited,
B-14 A, Sector-62,
NOIDA – 201301 (U.P.)**

8. **Bid Validity:** The Bids shall be valid for 90 days from the last date of submission of Bids
9. **Earnest Money Deposit (EMD)**
- 9.1 The Earnest Money amounting to **Rs.43,000** /- (Rupees Forty three Thousand Only) by way of DD of a Schedule Bank, drawn in favour of **HLL Infra Tech Services Limited**, payable at **New Delhi/Noida** should accompany the Bid in separate envelope along with Technical Bid. Part Bids received without EMD will be treated as invalid and rejected.
- 9.2 The EMD will be returned to the bidder(s) whose offer is not accepted by HITES within one month from the date of the placing of the final order(s) on the selected bidder(s). However if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the bidder. The EMD of the successful Bidder shall be released after receipt of required security deposit from the successful bidder.

- 9.3 The successful bidder, on award of contract / order must sign the contract / order acceptance in writing, within 15 days of award of contract / order failing which the EMD will be forfeited.
- 9.4 The EMD shall be forfeited:
- a) If the bidder, withdraws the bid during the period of bid validity specified in the Bid.
 - b) In case a successful bidder fails to furnish the Security Deposit.
10. **Security Deposit :**
 Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to 10 % of the work order annual value by way of DD or BG from a Nationalized Bank in favour of **HLL Infra Tech Services Limited**, payable at **New Delhi/Noida**. The Security Deposit will be forfeited, in case the vendor fails to execute the order to the satisfaction of HITES. The Security Deposit will remain with HITES till the satisfactory completion of contract duly certified by employer and will not bear any interest whatsoever and will be liable for forfeiture in case of the breach of any terms and conditions of the Contract. Incase of the bank guarantee for security deposit, the validity will be fourteen month (12 +2 months) the date of letter of award/commencement of work which ever is later. The BG will be executed for extended period if the contract is extended beyond first year
11. HLL Infra Tech Services Limited does not bind itself to accept the lowest or any Bid and reserves the right of accepting the whole or any part of the Bid and the Bidder shall be bound to perform the same at the rates final quoted rates.
12. Canvassing in connection with the Bids is prohibited and the Bids submitted by the contractor who resort to canvassing are liable for rejection.
13. The Bidder shall quote rates both in figures and words. He shall also workout the amount for each item of work and writes in both figures and words. On check if there are differences between the rates quoted by the Bidder in words and in figures or in the amount worked out by him, the following procedure shall be followed –
- 13.1 When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the Bidder shall be taken as correct.
 - 13.2 When the amount of an item is not worked out by the Bidder or it does not correspond with the rate written either in figures or in words, the rate quoted by the Bidder in words shall be taken as correct.
 - 13.3 When the rate quoted by the Bidder in figures and in words tallies but the amount is not worked out correctly the rate quoted by the Bidder shall be taken as correct and not the amount.

14. Before Biding, the Bidder shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and locality including stacking of materials, installations of tools, tackles & Plant etc., conditions affecting accommodation and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the employer under any circumstances.
15. The rates quoted in the Bid should be inclusive of all taxes, duties & levies applicable on the last date of receipt of the bids. In case any additional tax / duties are levied subsequently or if the percentage of tax / duty is increased/decreased, then HITES will reimburse/deduct the component of the new taxes / duties to the Contractor on submitting satisfactory documentary evidence to prove that the tax is actually paid by the Contractor to the respective Govt. agencies.

The necessary deductions on account of TDS etc. will be deducted at source, as applicable, as per Government Rules from the bills submitted by the Contractor and necessary TDS certificate will be issued.

16. EMD will be forfeited if the contractor fails to commence the work as per Letter of Award.
17. Bidder should not write any conditions or make any changes, additions, alterations and modifications in the printed form of Bids. Bidders who are desirous to offer rebate the same should be brought out separately in the covering letter and submitted along with the bid except wherever needed after referring the details of the Bid and if asked for. Correction / overwriting should be countersigned by the Bidder.
18. The contractor will have to enter into agreement with HITES within 15 days of Letter of Acceptance. The agreement is to be executed on adequate stamp paper. Cost of stamp paper will be borne by the contractor.
19. HLL Infra Tech Services Limited reserves the right to accept or reject any Bid in full or in part without assigning any reason.
20. The conditions beyond contractors control such as, but not limited to, war, strikes, fires, flood, governmental restrictions or power failures, damages etc, shall not be deemed a breach of the contract.
21. Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specification, and instruction herein before mentioned and as to the quality of the materials, as to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment there of shall be referred to the sole arbitration of a person nominated by the Chief Operating Officer of HLL Infra Tech Services to act as arbitrator. The Arbitration shall in accordance with the Arbitration and conciliation Act, 1996 or any subsequent amendments of enactment thereof for the time being in force, conclusive and binding on all parties of the contract.

Responsibility of contractor:

22. The contractor shall be fully responsible for any damages due to fire caused by any mishandling, mis-operating, or improper maintenance and replacement of materials of electrical installation, and connected installations etc. as per scope of work and that all such damages will be made good by him/his firm/his partners at his/their own risk and cost.
 23. The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and abolition) Act, 1970 and rules framed there under, and other labour laws affecting contract labour that may be brought into force time to time.
 24. The contractor should maintain in the prescribed format wage-cum-muster roll which should be available at site.
 25. The contractor shall make good all the damages caused to the machinery due to negligent operation and at the end of contract period he shall hand over plant and all equipment in the contract scope in good working condition
 26. All necessary tools tackles should be provided by the contractor to his staff at his own cost. The Contractor/ bidder shall either have in possession or shall arrange the required necessary sets of spanners, testing equipment etc. with the technicians.
 27. The surrounding areas with machinery will be kept neat & clean. Cleaning agents such as soap, detergent, cotton waste etc. will be provided by the contractor
 28. The rate shall be fixed for entire duration of the contract.
28. The HITES reserves the right to give the bid preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.
30. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
- ii).In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender

process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

iii). The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.

31. **LEGAL JURISDICTION** – In case of any dispute the New Delhi Courts alone shall have the territorial jurisdiction to adjudicate upon the matter arising out of this contract.

SPECIAL CONDITION OF CONTRACT

BROAD DESCRIPTION OF COMPLETE SYSTEMS FOR OPERATION & MAINTENANCE OF SYSTEMS INSTALLED AT HITES UNDER THE CONTRACT

1.0 Details of HVAC plant and equipments are given at ANNEXURE-I

2.0 Bidders are advised to visit the site for verification of complete system. Variation in quantities of equipment w.r.t as given above is likely to occur as per HITES requirement and during the period of Contract.

3.0 **SCOPE OF WORK:**

The scope of works as mentioned below are the minimum expected from the firm / agency / contractor apart from break down maintenance and any other work required for operation and maintenance in proper way as per the operation and maintenance manuals of respective equipment and as per good engineering practices will be required to be done under this scope of work. Successful bidder will make Proforma for recording the following minimum work schedule/parameters and show to the employer to ensure proper accomplishment of these tasks.

3. (A) WORK TO BE DONE ON EVERY DAILY BASIS.

1. The reading of the suction and discharging pressure, oil pressure, oil and gas level, suction and discharging pressure of pumps, voltmeter & Ammeters etc shall be checked and recorded in the LOG BOOK (provided by the firm/agency/contractor/ on hourly basis. Necessary action is to be taken if the reading is not normal.
2. To check all electrical motors and their bearing for abnormal noise/heating and to take necessary action if found abnormal
3. To check water level in the make up water tank on terrace and check functioning of float valve .See proper function of the circulation pumps.
4. To drain out water and clean the AC plat room/cooling tower/AHU's etc as and when required/scheduled
5. The inside ambient conditions i.e. DB, WB, & RH of all the AHU's shall be recorded on hourly basis. Filters of the AHU's/fresh air inlet etc. is to be cleaned regularly as per schedule.
6. The temperature of each room shall be measured for any corrective action and these are to be recorded in LOG BOOK
7. To keep machine rooms equipments such as chilling plant area. AHU's exhausts neat and clean including their room floor wall ceiling etc in an orderly manner
8. Any other work required for the equipments for proper functioning

B. WORK TO BE DONE ON WEEKLY BASIS:

1. To check refrigerant system
2. To clean all the strainers and the filters
3. To check the alignment/looseness of all the belt driven equipment and rectify if required
4. Filters of AHU's/fresh Air inlet etc. are to be cleaned regularly as per service maintenance schedule.
5. To check water inside the make up tank for hardness/dirty and fill with soften water if required
6. Clean of grills and diffusers.

C. WORK TO BE DONE ON MONTHLY BASIS:

1. To check the gland /seal, coupling of pumps.
2. To check the solenoid valve, safety controls mechanical, Electrical/ Electronics and interlocking of the various equipments.
3. To check all AHU ducts/insulation/proper positioning/damage and rectifying the same where ever required

D. WORK TO BE DONE AFTER EVERY THREE MONTH.

1. To check and lubricant (if required) the bearing of the pumps/motors and keep the proper record.
2. The check the foundation bolts of the pumps / motors and to take the necessary action if required.
- 3 Check the quantity of Air flow from various out lets in each room/ Area as per drawings and do adjustment of dampers etc as and when required
4. Check the performance of each equipment of HVAC plant for proper functioning
5. All the equipment/installations shall always be kept in good and trouble free operating conditions.
6. All the required record for break-downs/repairs and maintenance etc. shall be maintained in the form of history books and logbooks etc. as per directions.

7. All the maintenance works shall be carried out in accordance with the manufacturer's specifications and instructions of the engineer in charge. However tentative schedule of maintenance shall be as per **Annexure. IV**

E. TOOLS & PLANTS

All the general & special tools, tackles i/c chain pully blocks etc., required for proper maintenance and repairs/break down etc, shall be arranged by the contractor at his own cost and issued to the staff deployed by him for this work.

F. CONSUMABLES

1. The rates shall be all inclusive of establishment as well as spares and consumables as per schedule of work. The contractor is required to assess the probable quantity of all types of spares and consumables likely to be required for replacement for keeping all the installations in good working conditions and include the lump sum cost of these spares & consumables. Nothing extra on any account shall be payable over and above the approved all-inclusive comprehensive rates of the contract.

2. The consumables and spares shall be of best standard quality and shall be approved by the Engineer in-charge of HITES before use. The Engineer in charge may direct the contractor to use consumables of his choice from the listed/approved vendors.

3. All spares (in case of comprehensive maintenance) and consumables shall be arranged by the contractor for which nothing extra shall be payable.

4. A list shall be prepared by the Contractor for major & minor spares consumables and the decision of HITES Engineer in charge regarding the major /minor consumables shall be final.

5. Replaced parts/ spares, used brunt oil etc will be property of vendor. It is his responsibility to disposed of immediately

6. Log book and complaint books, all stationery like registers, sheets, markers, pens and pencils etc. will be supplied by the contractor and no extra payment for these shall be made. Log book proforma must be approved by HITES Engineer- in- charge.

7. Engineering In-Charges means person appointed by AVP (Maintenance)to supervise and look after the work

G. MAN POWER & QUALIFICATION (minimum man power to be deployed)

1. REFER **ANNEXURE –II & ANNEXURE-III**

4.0 PENALTY CLAUSE:

4.1 If work is not done as per above schedule or any system is not functioning then a penalty @ rate of Rs.1, 000/- per day shall be imposed on contractor for each location separately and will be deducted from the AMC amount due to the contractor and if unsatisfactory performance is continued for more than two days as felt by plants in-charge and AMC is liable to be terminated and final decision for this shall rest with the **Associated Vice President (Maintenance) HITES.**

4.2 If the contractor is not able to locate and rectify the fault and the reasons attributable to non performance of contractor as assessed by officials nominated by HITES, the penalty clause is applicable as System remained non-functional **for 2 hrs or more.** The penalty will be Rs.1, 000/- per day.

4.3 If contractor is not able to rectify the fault then the same may be got done through some other agency at the risk and cost of contractor failing which the same amount will be deducted from AMC bill and penalty as stipulated above will also be imposed. However, the decision of the HLL Infra Tech Services Limited in this regard shall be final and binding.

5.0 Deployment of Site Supervisor and Operator to ensure smooth functioning of HVAC systems

5.1. For organizing and implementing the maintenance detailed schedule may be seen at clause no.3. A of the special conditions of contract of this tender.

5.2. Mere deployment of MAN POWER does not amount to fulfillment of obligation of the contractor. Contractor will be responsible for satisfactory maintenance of all the systems under the scope of contract and smooth functioning of all services in the HITES

5.3. During break down, if required more skilled/un-skilled workers may be deployed by the contractor to complete the work without much interruption of systems.

5.4 In case of break down immediate action must be taken to rectify the fault and restore the functioning of systems within reasonable time as considered by HITES failing which penalty clause will be invoked.

6.0 Detailed Terms and Conditions for providing AMC for operation & All Inclusive maintenance of HVAC and its electrical installation systems at HITES office at Noida (U.P)

- 6.1 Contractors should provide 2 sets of uniforms of approved colour for the employees deputed in HITES at their own cost and also safety shoes one pair should be provided to each employee.
- 6.2 In order to ensure the fulfillment of statutory obligations, contractors shall ensure that the payment of wages of the workmen of the contractor is made in the presence of a representative nominated by HITES.
- 6.3 The contractor shall issue the identity cards to his workmen on his own cost and shall duly be intimate in writing the Engineer-in-charge as and when there is any change.
- 6.4 The contractor shall ensure to provide an alternate qualified manpower or replace with a stand by in case any of the regular staff deployed is absent or on leave.
- 6.5 The contractors shall be responsible for the safety of all the items of furniture, plants, office equipment and other fittings provided in the premises and shall be liable to make good any loss to the same if damaged during the execution of their duties which shall be recoverable from their monthly bill or other dues payable to the contractors by the company.
- 6.6 The monthly bills for the service shall be submitted by the contractors before at the end of every month and the same will be settled by HITES before 15th of every month.
- 6.7 The contractors should deploy the personnel after screening/approval from AVP (Maintenance) or person appointed by him.
- 6.8 The contractor shall ensure that the workmen deployed by him behave decently and do not indulge themselves in any such activities, which are unbecoming on the part of a person working in the Government Office.
- 6.9 The contractor shall be responsible for the good conduct and behavior of his employees. If any employee of the contractor is found misbehaving with the supervisory staff or any other staff member, the contractor shall terminate the services of such employees at their own risk and responsibility on the recommendation of the maintenance in-charge or any other officer appointed by the Associate Vice President (Maintenance), HITES, Noida (U.P). The contractor shall issue necessary instruction to his/its employees to act upon the instructions given by the supervisory staff of office building.

7. GENERAL PRECAUTIONS FOR DAILY MAINTENANCE TO BE OBSERVED AT EACH LOCATION:

- a) The Contractor is to ensure that all the installations and accessories provided for different installations are in their positions, levels, directions etc,
- b) The contractors should have their maintenance people accessible either by person or by phone during or after office hours and if called for one to attend to work for repairing, rectification or servicing or as required for the smooth functioning of HVAC systems at HITES phase I, office building Noida.

8. SPECIAL TERMS AND CONDITIONS (STC):

- 8.1 Site Engineer/Supervisor: The contractor's supervisor shall be available at all times over phone for receiving instructions from the HITES. He shall also attend all site meetings & co-ordination meetings & arrange to carry out work smoothly as per the agreed time schedule. Any instruction given to the site supervisor shall be construed as if the same is given to the contractor. The contractor shall provide the operator / mechanic, who have undergone the basic training of all the tools / equipment to handle any emergencies with regard to operation and maintenance of HVAC systems at HITES phase I, office building Noida.
- 8.2 Corrupt or Fraudulent Practices:
 - 8.2.1 Bidders & Suppliers shall observe the highest standard of ethics during the procurement and execution of the contract.
- 8.3 Any material required for making good the damages will be brought by the contractor at his own cost and risk, and such material should be of proper brand and of good quality.
- 8.4. The firm will be responsible for the security/insurance of their staff working at site and HITES will not be responsible in any manner incase of any accident / miss-happenings.
- 8.5 Technical evaluation committee during technical evaluation will also review the past performance of the contractor before making them technically qualified etc.

9. **Additional Terms and Conditions:**

- 9.1 The contractors should visit the site and acquaint themselves of the conditions existing, restrictions in movements / working hour's security aspects, Condition of the plant equipment to be maintained / operated, before quoting for the job. No complaint of loss of labour, items of work not included, scope of work variation etc. will be entertained in handling similar works and should attach copies of cases handled by them along with performance certificate.
- 9.2 The contractor should submit detailed general and shift duty chart of proposed staff to be deployed one week in advance before start of every month and schedule of detailed works to be carried out
- 9.3 The contractor should submit list of spare parts required to carry out repairs and maintenance works well in advance to HITES.
- 9.4 They shall be responsible for any periodic statutory inspection to be carried out on the equipment necessary test report and certificate rectification of defects, pointed during such inspection etc.
- 9.5 Contractors should follow all safety norms and provide necessary safety equipment at their own cost. In case of any accident during the operation / maintenance of the equipment leading to injuries / damages to human beings equipment and / or loss of life, the contractor shall be fully responsible for setting all claims and indemnify the department against any claims arising out of such accidents. Consequent damages to other systems will however be recoverable from the contractor.
- 9.6 This contract can be terminated by the HLL Infra Tech Services Limited without assigning any reasons by giving a notice period of 30 days at any time during the period of contract. No claim for any compensation will however be entertained due to such termination prior to the expiry of stipulated period of contract.
- 9.7 The employees of the contractor will have no right whatsoever for employment in HITES

10. **PAYMENTS:**

- a) The payment will be made as per the **clause No. 11.2** of special conditions of contract of this tender.
- b) If performance is not found satisfactory, payment for that month will be forfeited and if unsatisfactory performance is continued then contract is liable to be terminated. The bill should be presented at the end of every month inclusive of all taxes.
- c) The contractor/bidders shall fulfill the statutory obligation under various labour laws while releasing payment to their employees.

11.1 PLACE OF INSTALLATION OF EQUIPMENT UNDER OPERATION & MAINTENANCE

HITES office building (Ph-I & Ph-II), B-14A, Sector-62, Noida, U.P.-201301.

11.2 PAYMENT TERMS

- a) Payment shall be made on monthly basis within 15 days after submission of bills in the succeeding months.
- b) The payment shall only be released on confirmation of disbursement of salaries and other allowances to the labours deployed at site by the agency.

11.3 PAYING AUTHORITY

COO (HITES)

HLL Infra Tech Services Limited
B-14A, Sector-62, Noida, U.P.201301

- 11.4 PERIOD OF CONTRACT** : The contract shall be in force for initial period of **one year** and may be extendable further for two years based on performance on annual increase of 5% maximum on previous year contract value keeping other terms and conditions same. The contract can be terminated by either party by issuing one months advance notice in writing.

11.5 VALIDITY OF PERFORMANCE SECURITY

Till Expiry of the Contract with sixty days as claim period.

11.6 SCOPE OF WORK

- 11.6.1** Annual contract of Air- Conditioning Systems for operation of office building Phase- 1 & Phase-2 and All inclusive comprehensive maintenance for office building Ph-1 having Central Air-Conditioning Plant" (HVAC System) for HLL Infra Tech Services Limited at Plot No. B-14-A, Sector-62, Noida (U.P)
- 11.6.2 All the equipment/installations under CAMC shall always be kept in good and trouble free operating conditions.
- 11.6.3 All the required record for break-downs/repairs and maintenance etc. shall be maintained in the form of history books, logbooks etc. as per directions.
- 11.6.4 All the maintenance works shall be carried out in accordance with the manufacturer's specifications and instructions of the engineer in charge. The brief of main activities to be carried out for operation, routine/special & preventive and comprehensive maintenance is enclosed as per **Annexure -IV**.

11.6.5 If for any reason any equipment is required to be repaired from any outside agency or in any workshop, the same shall be arranged by the agency at his own cost with in the quoted prices.

11.7 TOOLS & PLANTS

All general and specific tools, tackles and plants required for proper operation and control, shall be arrangement by the contractor at his own cost and issue to the staff deployed by him for this work

11.8 CONSUMABLES

11.8.1 All the required repairs, replacement of materials /parts, refrigerant gas and oil and all type of consumable required for keeping all the installations under CAMC in good working conditions shall be arrangement by the agency at their own cost and nothing shall be paid extra on any account

11.8.2. All the materials shall be of best standard quality and shall be approved to the Engineer in-charge of HITES before use.

11.9 WATCH & WARD

Watch and Ward of their material, machineries and system etc. till end of the contract shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.

11.10 PERIOD OF OPERATION

The Air-conditioning plants shall be operated generally from 8.00 AM to 7.00 PM on all days except Sunday. Routine/general maintenance can be done on Sundays. The plant may also be operated before and after these hours/Holidays whenever required. Nothing extra shall be payable in this account

11.11 DEPLOYMENT OF STAFF

11.11.1 The agency shall assess the required number of skilled, semi skilled and unskilled labour for satisfactory operation, routine, special and all in comprehensive maintenance of the equipments and deploy accordingly.

11.11.2 Any extra labour of any nature if required at any time for attending any repair/break down shall be deployed by the agency at his own cost for which nothing extra shall be payable.

11.11.3 The deployed labour shall be sufficient experienced and qualified/trained in operation & maintenance of central Air Conditional plants with reciprocating type compressors/VRV Systems and connected equipment for cooling and heating, so that all the break downs/repairs are attended immediately with minimum possible down time. Any unjustified delay in repairing of equipments shall be treated as breach of contract and suitable penalty shall be imposed and recovered from the monthly bill. The minimum

expected labour to be at site shall be as per **Annexure-II** having qualified experience as per **Annexure-III**.

11.11.4 Break down period shall not be more than one hour for minor breakdowns and six hours for major break downs subjects to force majeure clause beyond the control of the agency.

11.11.5 In case of any abnormal delay on the part of the agency beyond the specified time, penalties shall be imposed and recovered from the monthly bills as per the **Clause No. 4.0** of the Special Terms and conditions of this tender.

11.12 WAGES

11.12.1 The agency shall pay the salary to their employees deployed at site, not less than the minimum wages declared from time to time by the U P Govt. without any liabilities of increase to HITES during the tenure of the agreement.

11.12.2 The prices quoted by the bidder shall deem to be inclusive of all the contractor's liabilities as per labour laws such as minimum wages, D.A., Bonus, P.F., E.S.I., Uniforms, Tools, Conveyance, Leave/Holidays workmen compensation etc. and nothing extra over and above the quoted rates shall be payable during currency of the contract.

11.13 LABOUR LAWS :

11.13.1 The contractor will abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance, ESI, PF & Bonus etc. This will be the sole responsibility of the contractor. HITES will not be a party at any stage in any of the disputes relating to the above. In case, any liability arises due to non-conformance by the contractor, under no circumstances HITES will be liable for the same.

11.13.2 After award of work, the contractor shall submit an undertaking to HITES that the staff deployed by him for the work shall have no claim for any kind of employment in HITES and the contractor shall be responsible for any dispute of any wages or any service conditions. The contractor shall be fully responsible for any compensation or any claim of the labour deployed by him for the work.

11.14 DAMAGE CAUSED TO INSTALLATION

In case of any damage caused to the installation due to negligence, carelessness or inefficiency of staff of the firm the contractor shall be responsible to make good the loss to HITES. Decision of the Engineer –in –charge shall be final & binding on the contractor.

FORMS

(VARIOUS FORMS TO BE FILLED BY THE BIDDER)

FORM 1:

GENERAL INFORMATION ABOUT THE BIDDER

1	Name of the Company	
1a	Postal Address	
1b	Telephone / FAX No.	
1c	E-mail address & Website	
2	<u>Type of Company :</u> Attach Proof of Company Registration along with a copy of the Partnership Deed / Article of Association and Memorandum of Understanding Proprietorship / Partnership / Private Limited / Public Limited	
3	Name and designation of the representative of the Bidder to whom all reference shall be made to expedite technical co-ordination.	
4	Has the company / firm to pay arrear of income tax? if yes, up to what amount	
75	Has any Govt. Dept / Undertaking ever debarred the company / firm from executing any work?	
6	Reference of any other information attached by the company (give details of attachment)	

Date

Sign and Seal of Contractor

DECLARATION OF THE BIDDER

I / We, hereby declare that I/We have made myself / ourselves thoroughly conversant with the site conditions, local conditions regarding all materials and Labour of which I/We have based my/our rates of this work. The specification, conditions, results and lead of manpower on this work have been carefully studied and understood by me/us before submitting this Bid.

In case, if I/We fail to complete the work in stipulated time schedule, the penalty shall be levied as per contract condition.

I / We declare on solemn affirmation that whatever information submitted in this Bid is true and correct to the best of my knowledge and belief.

I / We hereby certify that my / our firm has not been disqualified/debarred/blacklisted by any office / Department / undertaking of the state / central Govt. of India at any time for providing manpower services or services of any description.

Place:

Date:

(Signature of the partner / manager /
Managing partner / with
Rubber stamp of the firm)
Sign and Seal of Contractor

FORM 2**Detail of the similar works In Hand***(To be submitted in Envelop No. 1)*

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

Sign and Seal of Contractor

FORM 3

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

(To be submitted in Envelop No. 1)

Sl.No.	Description	Make	Date/ Cost of Purchase	Function / Purpose	Remarks

Sign and Seal of Contractor

FORM 4**Details of works of similar type executed by the bidder***(To be submitted in Envelop No. 1)*

Sl.No.	Name of the Company with full address, phone, fax and name of contact person	Work Description	Ref. & Date of the order	Work Order Value	Details of Order & its Configuration	Dates of	
						Start	Completion

Sign and Seal of Contractor

1. Copies of work orders should be attached with this information.
2. If necessary, separate sheet may be used to submit the information

FORM 5**Details of technical personnel with the bidder who will be deployed for this work**

Sl.No.	Name of the person	Qualification	Whether working in Field or in Office	Mode of employment & Experience	Period for which the person is working with the Bidder	Remarks

Sign and Seal of Contractor

CHECKLIST OF ESSENTIAL DOCUMENTS TO BE SUBMITTED IN PART – I OF BID

PART - I

Essential Documents:-

Sl. No.	Name of Document
1	Earnest Money Deposit of Rs.43,000/- in the form of Demand Draft/BG payable in favour of HLL Infra Tech Services Limited , payable at New Delhi/Noida
2	Form of particulars duly filled & Signed (1 to 5)
3	<u>Declaration Form</u> : Acceptance of general and special Terms and Conditions of the Contract duly signed in by the tenderer /bidder/contractor
4	Copy of PAN Card, PF & ESIC registration certificate
5	Copies of Work Orders & Certificate Indicating proof of having requisite Experience of Operation and All Inclusive Comprehensive Maintenance for the subject work in Govt. Firms/Public Sector undertakings /reputed organizations during last seven years. As per eligibility criteria
6	Copy of GST Registration Certificate No. and Date of Issue
7	Affidavit/ Declaration of Proprietor that he is the sole proprietor of the firm! Memorandum and Article of Association/ Partnership Deed, whichever is applicable.
8	Copy of IT Returns and audited balance sheet and profit and Loss statements for the previous three years i.e. FY: 2015-16 & 2016-17, 2017-2018.
9	List of personnel available on hand & proposed to be engaged for the subject work.
10	Bid documents in original duly filled in and signed by Bidder/Tenderer or his authorized Representative along with seal on each page.

Price quotations will be opened only of those parties who submit all essential documents indicated in the checklist of **Part-I**

FINANCIAL BID

Sub :- Annual contract of Air- conditioning Systems for operation of office building Ph-1 & Ph-2 and All inclusive comprehensive maintenance for office building Ph-1 having Central Air-Conditioning Plant" (HVAC System) for HLL Infra Tech Services Limited at Plot No. B-14-A, Sector-62, Noida (U.P)

S.No	Description of work	Qty	Unit	Rate Per month	Amt. Per annum
1.A	Annual contract for operation of Central air conditioning (HVAC) in office building Phase-I and VRV systems in office building Phase-II	1	Job		
B	All Inclusive Comprehensive Annual Maintenance for Air conditional Systems comprising of 4x60 TR water chilling machines with reciprocating compressors , 9 nos AHU. With electrical heating and fan section in basement and including pumps , water make up tanks , electrical panels, different type of measuring instruments, different type of valves and cables etc. complete as required installed at HLL Infra Tech Services Limited At Plot No.B-14A, Sector-62, Noida (U.P	1	Job		

Amt. in words (.....)

(Quoted rates shall be all inclusive of taxes etc.)

(Signature of the bidder)

Name: _____

Place: _____

Date : _____

Seal

PART-II**PRICE BID**

Sub: Annual contract of Air- conditioning Systems for operation of office building Ph-1 & Ph-2 and All inclusive comprehensive maintenance for office building Ph-1 having Central Air-Conditioning Plant" (HVAC System) for HLL Infra Tech Services Limited at Plot No. B-14-A, Sector-62, Noida (U.P)

We have studied the Bid document No .HITES/ O&M/HVAC/2018-19/dated 06.03.2019 for the subject mentioned work and we accept all terms & conditions specified under the heading" General Terms & special conditions of Bid and Contract".

We hereby confirm that we will provide services as per the orders placed on us from time to time promptly. We also understand that in case of our failure to execute the order, HITES will be free to make alternate arrangements at our risk and cost. We also confirm that in case of unsatisfactory services, HITES has the right to take any legal course of action against us.

We agree to provide the services with required manpower with requisite qualifications enumerated in **ANNEXURE- II and ANNEXURE – III** for the subject work for all necessary operation and all inclusive comprehensive maintenance services as per the rates quoted by us.

We confirm that our quotations will be valid for 90 days from the date of submission of Bid.

Signature (Name of Bidder along
With Rubber Stamp of the firm)

Place:

Date:

ANNEXURE –I

Sl. No.	Name of item / machinery	Serial No.	Qty.	Unit	Capacity	Make
1.	Reciprocating type water chilling machine of actual cooling capacity	KEPL-G00190, G00191, G00189, G00188	4	No.	60 Ton	Carrier
2.	Centrifugal Mono block type pumps	A8APKM0853,A8APKM0857,A8APKA1063,A8APKA1047	4	No.	7.5h.p	Kirloskar
3.	Ceiling Suspended Air Handling Units	Nil	4	No.	1600CFM	Wave
4.	Ceiling Suspended Air Handling Units	Nil	1	No.	4000CFM	Wave
5.	Floor Mounted Horizontal Air Handling Unit GF	Nil	1	No.	18500CFM	Wave
6.	Floor Mounted Horizontal Air Handling Unit FF	Nil	1	No.	15000CFM	Wave
7.	Floor Mounted Horizontal Air Handling Unit SF	Nil	1	No.	17000CFM	Wave
8.	Floor Mounted Horizontal Air Handling Unit TF	Nil	1	No.	18500CFM	Wave
9.	Floor Mounted Horizontal Air Handling Fan selection of 16000CFM	Nil	1	No.	16000CFM	Wave
10.	Axial Flow Exhaust Fans	Nil	6	No.		Wave
11.	LT Panel for chiller machine no. 1 & 2	Nil	1	No.	415/433 volts	PEPL
12.	LT Panel for chiller machine no. 3&4	Nil	1	No.	415/433 volts	PEPL
13.	LT Panel (terrace ventilation panel)	Nil	1	No.	415/433 volts	PEPL
14.	Basement LT panel (Ventilation panel)	Nil	1	No.	415/433 volts	PEPL
15.	Other electrical panels for AHU	Nil	9	No.	415/433 volts	PEPL
16.	Electrical Duct heaters	Nil	4	No.	9kw,27kw,18kw and 22.5kw	PEPL
17.	Piping work, air distribution through GI sheet ducts insulation works control instruments etc.	Nil	1	Lot	Varying for different items	ISI mark

Note: Bidders are advised to visit the site for verification of complete system. Variations in quantities of equipment w.r.t as given above are likely to occur.

Annexure-II**Minimum Required staff to be deployed at site**

- Air-conditioning Plant operator - 2 no.
- Semi skilled - 1 no.
- Electrician/ Mechanic - 1 no.
- Supervisor - 1 no. As when required during any break down preferable per week

Annexure-III**Qualification & Experience of persons deployed at site**

i) Supervisor : Diploma in the field of Electrical/Mechanical Engineering or ITI in the trade of electrician/fitter with at least 5 year experience in the field of maintenance of central Air- conditioning plants

ii) Air-conditioning Plant operator 1 no. : Should have passed ITI in the trade of Air – conditioning or have a three years experience in the field of operation & maintenance of central Air-conditioning plants

iii) Air-conditioning Mechanic 1 no. : Should have passed ITI in the trade of Air –conditioning and have a minimum three years' experience in the field of maintenance of central Air-conditioning or have 5year experience in maintenance of Electrical panels and systems of central Air- conditioning plants

iii) Electrician 1 no. : Should have passed ITI in the trade of Electrician and have minimum three years' experience in the field of maintenance of electrical panels and systems of central Air- conditioning plants or have 5 year experience in maintenance of Electrical panels and systems of central Air- conditioning plants

V). Helper 1 no. : Should have basic knowledge of Air-conditioning equipment

Annexure-IV

1. Clean of make up tank, filters and strainers.
2. Starting and stopping plants the plant in proper sequence
3. Cleaning of equipments and tightening of belts as and when required.
4. Stopping the plant whenever there is some abnormal noise & Leak test of systems
5. Maintaining of proper record of preventive maintenance
6. Maintaining of proper log sheet of running of plant
7. Recording of complains received and attending the same and closing the complain as per format supplied by the HITES
8. Descaling /chemical cleaning of condenser tubes once in a year or whenever required
9. Checking and setting of controls four times in a year.
10. Replacement of oil and cleaning of filter
11. Topping of refrigerant whenever required
12. Replacing any defective controls in mechanical/electrical system whenever found defective
13. Rectification of leak if any and testing the system with nitrogen pressure and recommissioning after vaccumization.
14. Attending problems of any nature in compressors, motors, controls, condenser water pumps, chilled water pumps, water softener plant, and water make up tanks water softener plant and AHU's etc.
15. Carrying out off season preventive maintenance once a year
16. Carrng out work of overhauling rewinding, replacement of bearings of pumps, motors AHU,s etc whenever required
17. Greasing of pumps, motors, AHU,s bearings.
18. Decaling of valves and repairing coil of AHU's.
19. Replacement of defective belts, pulleys, blowers, shafts, bearings, of AHU's whenever found defective.
20. Replacement of defective ACB's, switches, fuses, contactors, starters, indicating lamps, controls, wires and lugs.
21. Any works, other than indicated above but required essentially for proper functioning of the equipments.

Annexure- V**PERFORMANCE BANK GUARANTEE**

M/s HITES Infra Tech Services Limited
B-14A, Sector-62, Noida,
U.P.-201301 (INDIA)
 (With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

In consideration of HITES Infra Tech Services Limited, having its office at B-14A, Sector-62, Noida, U.P.-201301 (INDIA) (hereinafter referred to as "HITES" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued service contract No. _____ dated _____ with/on _____ M/s _____ (hereinafter referred to as "The Service provider" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the service provider having unequivocally accepted to provide the services as per terms and conditions given in the Agreement dated _____ /Service Contract No. _____ dated _____ and HITES having agreed that the Service provider shall furnish to HITES a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the service contract i.e. for _____.

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Service provider) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/ Service Contract.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Service provider having failed to perform the Agreement and despite any contestation on the part of above named Service provider.

This Letter of Guarantee will expire on _____ including 60 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature

HLL Infra Tech Services Limited, Noida

Manager
Seal of Bank

Annexure -VI

AGREEMENT

This agreement made on2019 by and between HLL Infra Tech Services Limited, B-14A, Sector-62, Noida, U.P.-201301 (hereinafter called the employer) of the one part andhere in after called “ The Service provider ” of the other part.

Whereas the employer is desirous that certain works should be executed i.e. **Annual contract of Air- conditioning Systems for operation of office building Phase-1 & Phase-II and All inclusive comprehensive maintenance for office building Phase-1 having Central Air-Conditioning Plant" (HVAC System) for HLL Infra Tech Services Limited at Plot No. B-14-A, Sector-62, Noida (U.P)**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **In this Agreement words and expressions have the same meanings as are respectively assigned to them in the conditions of contract there after referred to.**
2. **The following documents shall be deemed to form and be read and construed as part of this agreement viz.**
 - a) **The Tender No. HITES/ O&M/HVAC/2018-19/ dated 06.03.2019**
 - b) **The award letter No.**
 - c) **References as mentioned in the award letter**
3. **In consideration of the payments to be made by the employer to the contractor, the contractor hereby covenants upon to execute and maintain the works in conformity in all respects with the provisions of the contract.**

HITES hereby covenants to pay the consideration of, complete contract for providing “**Annual contract of Air- conditioning Systems for operation of office building Ph-1 & Ph-2 and All inclusive comprehensive maintenance for office building Ph-1 having Central Air-Conditioning Plant" (HVAC System) for HLL Infra Tech Services Limited at Plot No. B-14-A, Sector-62, Noida (U.P)**” at the contract price and in the manner prescribed by contract.

HLL Infra Tech Services Limited, Noida

In witness whereof the parties have hereunto set their respective hands and seals the day and year first above written.

**For & on behalf of
Service Provider**

**For & on behalf of
HLL Infra Tech Services Limited**

Witness (i)

(i)

Witness (ii)

(ii)

Date :

Place: Noida (U.P)