



ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

BID DOCUMENT

For

Operation and Maintenance contract for DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations for office building phase I and phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pump at the office of HLL Infra Tech Services Ltd(HITES) for office building phase I at Plot no. B-14 A, Sector 62, Noida U.P.

TENDER No: HITES/OM/DGSTN/2021-22/2

Tender ID: 2022_HLLLL_653396_1

HLL Infra Tech Services Limited

B-14A, Sector - 62,

Noida, (U.P)

Phone: 0120-4071500

Fax: 0120-4071513

www.HLLHITES.com

2021-22

NOTICE INVITING TENDER

Sub:

HLL Infra Tech Services Limited invites sealed and superscripted limited Bids in two Bid system from experienced and reputed Electrical Licensed contractors / registered contractors with. CPWD, Railways, MES, P&T, state PWD, semi Govt. organizations and other reputed organizations for Operation and Maintenance contract for DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations for office building phase I and Phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pump at the office of HLL Infra Tech Services Ltd(HITES) for office building phase I at Plot no. B-14 A, Sector 62, Noida U.P.

IMPORTANT INFORMATION

Name of the Work	Operation and Maintenance contract for DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations for office building Phase I and Phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pumps at the office of HLL Infra Tech Services Ltd(HITES) for office building phase I at Plot no. B-14 A, Sector 62, Noida U.P.
Bid security / Earnest Money (EMD)	Rs. 34000/- 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 Noida/New Delhi
Cost of Bid Document (Non-refundable)	NIL
Issue of BID documents	From 28.03.2022 , 16:00 Hrs to 09.04.2022 till 17:00 Hrs. May be downloaded from HITES/ CPP Portal
Last date & time of Submission of completed Bids in tender box	11.04. 2022 by 15:00 hrs.
Date & time of opening of Technical Bids	11.04. 2022 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
Commencement of work/ start date	As required or 15 days from issue of Letter of Acceptance
Address for communication in connection with this BID	DGM (Maint.) M/s HLL Infra Tech Services Limited B-14-A, Sector 62, NOIDA-201 301

	Dist: Gautam Buddh Nagar (UP) Tel:0120-4071500,Fax-0120-4071513/627
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Note: 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 in where basis. There are two building Ph.-I and Ph.-II.

ELIGIBILITY CRITERIA:

- i. Prospective vendors shall have well experienced in similar type of works and registered with Central/State/PSU/Govt. Societies or worked with MNC's, multistoried office complex
- ii. Average Annual financial turnover during the last three years, ending 31st March of the previous financial year, should not be less 9,00,000/-
- 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. 7,00,000/-
 - b. Two similar completed works costing not less than Rs 8,50,000/-
 - c. One similar completed works costing not less than Rs. 13,50,000/-

BID SUBMISSION

The sealed and super scribed Bid must reach **The DGM (Maintn.)**, HITES Ltd, B-14A, Sector-62, Noida-201301 (U.P.) completed in all respects, latest by **15:00 hrs on 11.04.2022 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 allotted by the concerned authorities, Details of Manpower available, Details of Tools and Tackles available for executing similar jobs, Earnest Money Deposit of **Rs.34000** /-(Rupees thirty four 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: 2018-19 & 2019-20, 2020-21. Part II should have financial bid sealed in separate envelope.

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. The envelopes must be super scribed 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 Operation and Maintenance contract for DG sets with main LT panels cum AMF panels,

basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations for office building Phase I and Phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pump at the office of HLL Infra Tech Services Ltd(HITES) for office building phase I at Plot no. B-14 A, Sector 62, Noida U.P.

It may please be noted that incomplete Bids shall be treated as non-responsive and shall be summarily rejected.

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 " Operation and Maintenance contract for DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations for office building Phase I and Phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pump at the office of HLL Infra Tech Services Ltd(HITES) for office building phase I at Plot no. B-14 A, Sector 62, Noida U.P. From the contractors of appropriate class of CPWD, Railways, MES, P&T, state PWD, Semi Government Organizations and also well known reputed companies having successfully carried out preferably three similar types of works. 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 mutually agreed terms and conditions. The contract can be terminated by HITES by issuing two months advance notice in writing without assigning any reason.

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 to Operation and Maintenance contract for DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations Phase I and Phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pumps

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 fulfill 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/receipts/drafts by Subscribing "**Bid for** " Operation and Maintenance contract for DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2

nos.), external & internal electrification, LT floor panels & all other electrical installations for office building Phase I and Phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pump at the office of HLL Infra Tech Services Ltd(HITES) for office building phase I at Plot no. B-14 A, Sector 62, Noida U.P. " on the envelope duly sealed should be dropped in tender box placed in the office of

**The DGM (Maintenance),
HLL Infra Tech Services Ltd (HITES)
B-14 -A, Sector-62,
NOIDA – 201307 (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. 34000/- (Rupees Thirty four thousand only hundred only) by way of DD of a Schedule Bank, drawn in favour of **HLL Infra Tech Services Ltd** 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. In case of the bank guarantee for security deposit, the validity will be fourteen month (12 +2 months) from the date of letter of award/commencement of work whichever is later. The BG will be executed for extended period if the contract is extended beyond first year

11. HITES 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 quoted.

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, 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 income tax, service tax 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 commencement of work. The agreement is to be executed on adequate stamp paper. Cost of stamp paper will be borne by the contractor.

19. HITES 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.

RESOLUTION OF DISPUTE

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 thereof shall be referred to the sole arbitration of a person nominated by the Chief Executive Officer of HLL Infra Tech Services to act as arbitrator. The Arbitrator 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.

22. The contractor shall be fully responsible for any damages due to fire caused by any mishandling, misoperating, 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.

Responsibility of contractor:

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 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.

29. 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.

The purchase preference to micro and small enterprises: purchase preference shall be given to MSE as defined in Public Procurement Policy for Micro and small enterprises (MSEs) order 2012 dated 23.03.2012

issued by Ministry of Micro, and /medium Enterprises and its subsequent orders/notifications issued by concerned Ministry . If the bidder wants to avail the purchase preference of services, the bidder must be the service provider of the offered service. Relevant documentary evidence in this shall be attached along with the bid in respect of offered service. If L-1, is not an MSE and MSE service provider (s) have has quoted price within L-1 + 15% of margin of purchase preference /price band defined in relevant policy than the 1005 order quantity will be awarded to such MSE bidder subject to acceptance of L-1 bid price.

30. LEGAL JURISDICTION – In case of any dispute the Delhi Courts alone shall have the territorial jurisdiction to adjudicate upon the matter arising out of this contract. The Law enforceable shall be Law of India.

SPECIAL TERMS AND CONDITIONS:

BROAD DESCRIPTION OF COMPLETE SYSTEM INSTALLED AT M/S HITES UNDER THE CONTRACT

- 1.0. Details of DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations for office building Phase I & Phase II are given at Annexure-I (i & ii)
- 2.0 Bidders are advised to visit the site for verification of complete system. Variation in quantities of equipments w.r.t as given above is likely to occur as per HITES requirement and during the period of Contract.

3.0 DETAILED SCOPE OF WORK:

The scope of work 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 DAY BASIS.

- i. To check the healthiness of all the electrical installations e.g. DG Sets, Transformers, Main LT panels ,sub panels, DBs ,all water/drainage supply pumps and to take necessary action if found unhealthy.
- ii. Recording in the DG Set Log Book Live stock of HSD daily with signature
- iii. Maintain a register for Recording complaints and attending the same with date time & signature.
- iv. Any other work required for the equipment for proper functioning.

3. (B). WORK TO BE DONE ON WEEKLY BASIS:

- i. Attend the equipment complaints which are not sorted out during daily maintenance.
- ii. To cleaning of LT panels DBs if so required.
- iii. Change/cleaning of External/Internal luminaries tubes/ bulbs/chokes etc
- iv. Record all the major events in the history Register for DG Sets, Transformer, AMF panel ,BUS BAR and Circuit breakers for their maintenance , faults and other characteristics shown during their operation .
- v. Any other work required for the equipment for proper functioning such checking of temperature time to time.

3(C). WORK TO BE DONE ON MONTHLY BASIS:

- i. Maintenance of DG sets and other electrical installation as per their OEM schedule.
- ii. To check the solenoid valve, safety controls Mechanical, Electrical / Electronics and inter – locking of the various equipment.

3(D). WORK TO BE DONE AFTER EVERY THREE MONTH.

- i. Maintenance of DG sets and other electrical installation as per their OEM schedule.
- ii. To check and lubricant (if required) the bearing of the pumps/motors and keep the proper record.
- iii. The check the foundation bolts of the pumps / motors and to take the necessary action if required.

3(E). MAJOR MAINTENANCE.

- i. Major Maintenance of DG sets, Sub Station and other electrical installation as per their OEM schedule.
- ii. Record all the major events in the history Register for DG Sets, Transformer, AMF panel, BUS BAR and Circuit breakers for their maintenance , faults and other characteristics shown during their operation .
- iii. The check the foundation bolts of the pumps / motors and to take the necessary action if required.

3.(F). All the equipment/installation shall always be kept in good and trouble free operating conditions.

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.

All the maintenance works shall be carried out in accordance with the manufacturer's specifications and instructions of the engineer in charge.

4. 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.

5. CONSUMABLES

I a). 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.

Scope of works also includes liaison with PVVNL regarding 11KV Feeder Power connection to HITES office complex Noida so as to ensure uniform power supply.

The work shall be generally carried out as per CPWD specifications for Electrical works and as per the norms set by the manufacturers of respective equipments, specifications and specific instructions as may be issued by the HITES Engineer in charge responsible for work from time to time. Brief description of maintenance activities generally carried out as mentioned

All the electrical equipments/installations shall be always kept in good health conditions. The consumables and spares shall be of best standard quality purchased from the original manufactures or authorized dealers only and shall be shown to 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.

The dismantled/replaced parts whenever replaced shall be property of contractor and have to be disposed off as early as possible

All minor spares and consumables such insulation tape, washing detergent, cotton for cleaning etc shall be arranged by the contractor for which nothing extra shall be payable.

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

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. Engineer-In-charge means person appointment to look after the CAMC contract activities

6. MAN POWER & QUALIFICATION (MINIMUM MAN POWER TO BE DEPLOYED)

i). REFER ANNEXURE -II & ANNEXURE-III

7. The Contractor shall comply with all provision of minimum wages act, 1948, Contract labour (Regulation and Abolition) Act 1970 and rules framed there under other labour laws affecting contract labour that may be brought in to time to time.

8.0 PENALTY CLAUSE:

8.1 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 Engineer- in - charg, AMC is liable to be terminated

8.2. All decision for this shall rest with the DGM (Maintenance) HITES.

- 8.3. 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.
- 8.4 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 HITES in this regard shall be final and binding.
- 9.0 Deployment of Site Supervisor and Operator to ensure smooth functioning of DG Sets, Substation, LT/HT panels, , VCB, Water Supply Pumps & Drainage Pumps, Tube Well and all other Electrical Installations in the HITES Office Complex Ph-I &Ph-II.
- 9.1 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
- 9.2 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.
- 10.0 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.
- 11.0 Detailed Terms and Conditions for providing**
- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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 bills or other dues payable to the contractors by the company.
- 11.6 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 within 30 days.
- 11.7 The contractors should deploy the personnel after screening/approval from HITES, Noida

11.8 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.

11.9 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 designated by the DGM (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.

12. 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 all works

13. SPECIAL TERMS AND CONDITIONS (STC):

13.1 Site Engineer/Supervisor: The contractor's supervisor shall be available at all times 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 contract for DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations Phase I and Phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pump at the office of HLL Infra Tech Services Ltd(HITES) for office building phase I at Plot no. B-14 A, Sector 62, Noida U.P.

13.2 Corrupt or Fraudulent Practices:

13.2.1 Bidders & Suppliers shall observe the highest standard of ethics during the procurement and execution of the contract.

13.3 Any material required for making good the damages will be brought by the contractor at his own cost and risk (refer Financial bid Note-1-A,B&C), and such material should be of proper brand and of good quality.

13.4 The firm will be responsible for the security/insurance of their staff working at site and HITES will not be responsible in any manner in case of any accident / miss-happenings.

13.5 Technical evaluation committee during technical evaluation will also review the past performance of the contractor before making them technically qualified etc.

14.0 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.

- 14.1 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
- 14.2 The contractor should submit list of spare parts required to carry out repairs and maintenance works well in advance to HITES.
- 14.3 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.
- 14.4 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.
- 14.5 This contract can be terminated by the HITES without assigning any reasons by giving a notice period of 60 days at any time during the period of contract. No claim for any extra compensation will however be entertained due to such termination prior to the expiry of stipulated period of contract. Apart from this the contractor shall be terminate in case of
 - a). Breach of terms and conditions of the contract
 - b). If the contract becomes insolvent or bankrupt

15. PAYMENTS:

- a) The bill for payment shall be submitted at the end of every month inclusive of all taxes as advised by the DGM (maintenance) for HITES & HLL life care separately if instructed by the Engineering -in - Charge.
- 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.

16.0 PLACE OF INSTALLATION OF EQUIPMENT UNDER OPERATION & MAINTENANCE

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

16.1 PAYMENT TERMS

- a) Payment shall be made on monthly basis within 30 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.

16.2 PAYING COORDINATING AUTHORITY

COO (HITES)

**HLL INFRA TECH SERVICES LIMITED
B-14A, Sector-62, Noida, U.P.201301**

16.3 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 mutually agreed terms and conditions. The contract can be terminated by HITES by issuing two months advance notice in writing without assigning any reason.

16.4 VALIDITY OF PERFORMANCE SECURITY

Till Expiry of the Contract with two month as claim period.

16.5 SCOPE OF WORK

- 16.5.1 Operation and Maintenance contract for DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations for office building phase Phase I and Phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pump at the office of HLL Infra Tech Services Ltd(HITES) for office building phase I at Plot no. B-14 A, Sector 62, Noida, U.P.

Scope of works also includes liaison with PVVNL regarding 11KV Feeder Power connection to HITES office complex Noida so as to ensure uniform power supply.

- 16.5.2 All the equipments/installations shall always be kept in good and trouble free operating conditions.
- 16.5.3 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.
- 16.5.4 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 maintenances per clause no 3 of special terms and conditions.

16.5.5 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.

16.6 TOOLS & PLANTS: All the general & special tools, tackles i.e. chain pulley blocks etc., tool kit, safety shoes, Drill machine, hammer drill with drill bit, thermo graphic meter, volt meter. Multi meter etc required for proper maintenance and repairs/break down services etc, shall be arranged by the contractor at his own cost and issue to the staff deployed by him for this work.

16.7 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.

16.8 PERIOD OF OPERATION

DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installation HITES office complex I & II shall be operated round the clock i.e. 24 hours. However office hours shall generally be from 8.00 a.m. to 8.00 p.m. for all week days. For deployment of staff please refer Annexure- II

16.9 DEPLOYMENT OF STAFF

16.9.1 The agency/contractor 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. Electricians may be deploying any other place as and where required. Please refer Annexure-II & III

16.10.2 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. The deployed labour shall be sufficient, experienced and qualified/trained in Operation and Maintenance contract for DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations for office building Phase I and Phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pumps at the office of HLL Infra Tech Services Ltd(HITES) for office building phase I at Plot no. B-14 A, Sector 62, Noida U.P. 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.

16.10 Down period shall not be more than one hour for minor breakdowns and two hours for major break downs subjects to force major clause beyond the control of the agency.

16.10.1 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. 8.1 of the Special Terms and conditions of this tender.

16.11 WAGES

16.11.1 The agency/contractor shall pay the salary to his employees deployed at site, not less than the minimum wages as declared from time to time by the statutory authorities without any liabilities of increase to HITES during the tenure of the agreement.

16.11.2 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.

16.12 LABOUR LAWS:

16.12.1 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.

16.12.2 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.

16.13 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. 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	
5	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 contact 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/barred/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

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

Essential Documents:-

Sl. No.	Name of Document
1	Earnest Money Deposit of Rs.34000/- in the form of Demand Draft 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 Terms and Conditions of the Contract duly signed in by the tenderer /bidder
4	Copy of Income-tax PAN Card
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 two years.
6	Copy of GST 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: 2018-19, 2019-20 & 2020-21.
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**

SUB : Operation and Maintenance contract for DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations for office building phase Phase I and Phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pump at the office of HLL Infra Tech Services Ltd(HITES) for office building phase I at Plot no. B-14 A, Sector 62, Noida U.P.

We have studied the Bid document No. - HITES/ O&M/DG&STN/2021-22/2-dated 25.03.2022 for the subject mentioned work and we accept all terms & conditions specified under the heading" General Terms & 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:

PART-II: FINANCIAL BID

Sub :- Operation and Maintenance contract for DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations for office building phase Phase I and Phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pump at the office of HLL Infra Tech Services Ltd(HITES) for office building phase I at Plot no. B-14 A, Sector 62, Noida U.P.

S.No.	Description of work	Qty	Unit	Rate (Rs.) Per month	Amt. (Rs.) Per annum
1.	Operation and Maintenance contract for DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations for office building phase I and Phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pump at the office of HLL Infra Tech Services Ltd(HITES) for office building phase I at Plot no. B-14 A, Sector 62, Noida U.P.				
1.A	Operation for all Electrical Installations for office building Ph-I and Ph-II	1	Job		
1.B	All Inclusive Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pumps at office building Phase I	1	Job		
1.C	All Inclusive Comprehensive Maintenance of water supply pumps, drainage sump pumps at office building Phase II.	1	Job		

Amt. in words (.....)

Note: **1.(B+C).** The rates shall be all inclusive of establishment as well as spares and consumables and taxes as per schedule of work. Nothing extra on any account shall be payable over and above the approved all-inclusive comprehensive rates of the contract.

Note: 2. Diesel (HSD) for DG Sets operation shall be procured by Department and arrangement of transportation of empty & full Drums shall be arranged by the Contractor own their cost at M/s HITES office. Nothing shall be paid extra for account of transportation & Empty drums.

(Signature of the bidder)

Name: _____

Place: _____

Date: _____

Seal

Annexure-I

(i)

Details of Installations : Office Building Ph-I		
1	630 kVA transformer 3 ways non- extensible unit 11 kV 3 phase with 2 Nos. Isolator as Incomer and 1 no. Circuit Breaker as outgoing. Off/No load tapping +/- 5% IS-2026-1997 2 Nos. 11 kV, 1250 Amp ACB with Microprocessor Relays	1
2	Essential Panel- Main LT Panel-Cum-AMF Panel- Incomer-3 Nos. Bus Coupler (1250 Amp) Outgoing- 6 Nos.	As Actual
3	DG Sets (250 kVA each)	2
4	Capacitor Bank	1
5	All Internal & External Electrical Installations. Water Supply Pumps- 2 Nos., Tube well Pump 1 no, Drainage Pumps 2 nos, DB's, Luminaries etc.	
6	Floor Panels	All floor

ii). Details of Installations: Office Building Ph-II

	All Internal & External Electrical Installation(e.g. Water Supply pumps, tube well pumps, drainage pumps DBs, Luminaries, wall fan etc)	
	MCCB,MCB & DB'S, TPN MCB,DB,RCCB	
	Cable trays & cables and Raceways and floor outlets	
	Ear thing System: All GI and copper strip Earthing	
	Lighting Conductor System	
	Lighting Control Device & Light Fixtures	
	LT Panel and Rising main including VRV panel, UPS panel, Water supply panel, Capacitor panel, MDB essential panel Pressurization Panel , Lift panel, Interlink panel, 11 KV HT Switchboard Single Panel, 11 KV HT Switchboard (Four Panel), Three nos. outgoing transformer feeders	
	HT EQUIPMENT & TRANSFORMER	
	2x630 KVA 11000/433 volts Delta/Star, vector group DYN11, outdoor mounting, Oil Cooled, ONAN transformer, 11KV HT panel	
	Fire Suppression System	
	Exhaust Pipe & Chimney	
	External Street Lights and Solar Power Panels On Grid Systems	
	DG set and Accessories:2X 320 KVA (With Acoustic Enclosure)	

Annexure -II

Deployment of Staff

NAME OF WORK: Operation and Maintenance contract for DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations for office building phase I and Phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pump at the office of HLL Infra Tech Services Ltd (HITES) for office building phase I at Plot no. B-14 A, Sector 62, Noida U.P.

SL. No	Description
1	Technical Super visor Visit - Monthly or as and when required for Office complex and HITES Guest House
2	Skilled Operator/technician/electrician i).DG operator (9AM to 7PM) for DG sets Operation at Office Complex. ii). Manning Sub Station and other electrical appliances Round the clock at Office Complex
3	One No. Semi Skilled Electrician for general duty (9AM to 7 PM) office

(Signature of the bidder)

Seal
Date: _____

ANNEXURE - III

Qualification & Experience of Technical Staff.

Highly Skilled:

- i).Engineer/ Supervisor -Diploma in Electrical Engineering with at least 5 years experience in handling HT & LT sub-station equipments.

Skilled:

- ii) Sub-station Attendant -I.T.I in the trade of Electrical or having wireman Grade I (for sub-station and license with 3 years experience electrical installation) or 5 years experience in operations & maintenance of Sub-station Transformers, HT, LT switch gears & panels.
- iii) Electrician I.T.I. in the trade of Electrical or having wireman Grade I license with 3 years experience or 5 years experience in maintenance of internal & external electrical installations and wiring etc
- iv). DG operator I.T.I. in the trade of Electrical/fitter with 3 years experience or 5 years experience in maintenance running of DG set

Semi Skilled:

- iv). Asstt./Helpers Basic knowledge of Electrical equipments and wiring.

Annexure- IV

PERFORMANCE BANK GUARANTEE

**M/s HLL Infra Tech Services Limited (HITES)
B-14A, Sector-62, Noida,
U.P.-201301 (INDIA)**

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

In consideration of M/s HLL 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
Manager
Seal of Bank**

Annexure -V

AGREEMENT

This agreement made on between HLL Infra Tech Services (HITES) Limited B-14A, Sector-62, Noida, U.P.-201307 (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. Operation and Maintenance contract for DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations Phase I and Phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pump at the office of HLL Infra Tech Services Ltd(HITES) for office building phase I at Plot no. B-14 A, Sector 62, Noida U.P. And has accepted a tender of the service provider

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.**
 - 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 “Operation and Maintenance contract for DG sets with main LT panels cum AMF panels, basement LT panels, DB's, and rising mains, water supply pumps, drainage pumps, tube-well, substation, 630A VCB(HT Panel 2 nos.), external & internal electrification, LT floor panels & all other electrical installations Phase I and Phase II and All Inclusive Annual Comprehensive Maintenance of 2x250KVA DG sets, main LT panel cum AMF Panel, water supply, drainage and sump pumps, tube well pumps at the office of HLL Infra Tech Services Ltd(HITES) for office building phase I at Plot no. B-14 A, Sector 62, Noida U.P. at the contract price at the times and in the manner prescribed by contract.

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
HITES Lifecare Limited**

Witness (i)

(i)

Witness (ii)

(ii)

Date:

Place: Noida (U.P)