TENDER FOR DESIGN, FABRICATION, SUPPLY, ERECTION, VALIDATION & COMMISSIONING OF 2TPH PACKAGE BOILER WITH ALL ACCESSORIES

**IFB No: HLL/AFT/PUR/BOILER/2015-16 DATE: 15/01/2016**



##### **HLL LIFECARE LIMITED**

**(A GOVT. OF INDIA ENTERPRISE)**

**AKKULAM FACTORY, SREEKARIYAM P.O.**

**THIRUVANANTHAPURAM – 695 017**

**Phone: +91 471 244 5930, Fax : +91 471 244 5935**

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**Web:** [**www.lifecarehll.com**](http://www.lifecarehll.com/)

##### **HLL LIFECARE LIMITED**

**(A GOVT. OF INDIA ENTERPRISE)**

**AKKULAM FACTORY, SREEKARIYAM P.O.**

**THIRUVANANTHAPURAM – 695 017**

IFB NO

DATE OF COMMENCEMENT   
OF SALE OF BIDDING DOCUMENT

LAST DATE FOR SALE OF BIDDING DOCUMENT

LAST DATE AND TIME FOR

RECEIPT OF BIDS

TIME AND DATE OF TECHNICAL OPENING OF BIDS

PLACE OF OPENING OF BIDS

ADDRESS FOR COMMUNICATION

: HLL/AFT/PUR/BOILER/2015-16

Dt. **15/01/2016**

: **15/01/2016**

: 03.02.2016, 11.30 HRS

: 03.02.2016,15.00HRS

: 03.02.2016, 15.30 HRS

: HLL LIFECARE LIMITED

AKKULAM FACTORY,

SREEKARIYAM P.O.

THIRUVANANTHAPURAM – 17.

: HLL LIFECARE LIMITED

AKKULAM FACTORY,

SREEKARIYAM P.O.

THIRUVANANTHAPURAM – 17

##### HLL LIFECARE LIMITED

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THIRUVANANTHAPURAM – 695 017

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**SECTION I**

**INVITATION FOR BIDS (IFB)**

##### HLL LIFECARE LIMITED

(A GOVT. OF INDIA ENTERPRISE)

AKKULAM FACTORY,

SREEKARIYAM P.O.

THIRUVANANTHAPURAM – 695 017

INVITATION FOR BIDS (IFB)

IFB No.HLL/AFT/PUR/BOILER/2015-16

Sealed and superscribed tenders under **Two Bid** system are invited for the Design, Fabrication, Supply, Erection, Validation & Commissioning of 2TPH Package BOILER with all accessories at HLL Lifecare Ltd, Akkulam Factory, Thiruvananthapuram

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SL.No. | Name of the Item | EMD | Last Date& Time of Submission of Bids | Date& Time of Opening of Technical bids |
| 1. | Tender for design, Fabrication, Supply, Erection, Validation & Commissioning of 2TPH Package BOILER on turnkey basis at HLL Akkulam Factory. | Rs.50,000.00 in the form of DD from a nationalized bank payable at Thiruvananthapuram | 03.02.2016  at 15.00 hrs, | 03.02.2016  at 15.30 hrs |

1. **QUALIFICATION CRITERIA**

1. The bidder should have minimum 10 years of experience in the field of supply and commissioning of similar type of work.
2. Bidders should have supplied and commissioned 3 nos. of boilers having capacity of 1/1.5/2TPH and above during the past 5 years.
3. Original Equipment Manufacturer (OEM) of the Boiler should have service center in Kerala and should provide proactive and breakdown support as and when required.
4. The technical specification and scope of the work offered by the bidder should match with HLL tender specification.
5. The bidder should posses valid Class-I IBR boiler Services from the Inspectorate of Factories and Boilers of respective Jurisdiction.
6. The average turnover of the bidder should be above Rs 30.00 Crore proven by audited balance sheet of three immediate previous financial years starting from 2011-12 and they should produce proof for the same.

**Note:-**

1. The bidder should furnish the information on past supplies in the Pro-forma given under Section - VIII.
2. The bidder should furnish Registration Certificate and Certificate of Incorporation.
3. Bidders shall invariably furnish documentary evidence (Client’s Certificate) in support of the satisfactory operation of the equipment as specified above.
4. The Bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.
5. Latest solvency certificate obtained from a Nationalized/Scheduled Bank, for an amount not less than Rs 1 Crore. The certificate is to be dated not earlier than one month from the date of submission of the tender.
6. The bidder should furnish the copy of Audited balance sheet in proof of financial strength.
7. Conditional Bid will be summarily rejected

2. Interested eligible Bidders may obtain further information from the office of the

**Joint General Manager (Materials) , HLL Lifecare Ltd, Akkulam Factory, Thiruvananthapuram -695 017**. (Phone No: 0471-2442641, email: [materialsaft@lifecarehll.com](mailto:materialsaft@lifecarehll.com) )

3. A complete set of bidding documents may be purchased by any interested eligible bidder from the above office from 10.30 Hrs to 15.00 Hrs on any working day on submission of a written application to the above office and remitting a non- refundable fee of Rs. 2100 /- (including taxes) in the form of DD from a nationalized bank drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram.

4. The Tender Document can also be downloaded from our Website www.lifecarehll.com and cost of the Tender Document as mentioned above should be furnished in the form of Demand Draft in favor of M/s HLL Lifecare Limited payable at Thiruvananthapuram, along with Technical Bid. In case of non-submission of DD along with bid, the bid shall be deemed rejected.

5 . Interested eligible bidders may submit their bidding documents at the office of

the **Joint General Manager (Materials), HLL Lifecare Ltd, Akkulam Factory,**

**Sreekariyam.P.O,Thiruvananthapuram –695 017** on or before the specified date and time.

6. All bids must be accompanied by the items/documents specified herein and must be delivered to the Joint General Manager (Materials) on or before 03.02.2016, 15.00 Hrs. The bids (Technical Bids) will be opened on 03.02.2016 at 15.30 Hrs, in the presence of the bidders or their duly authorized personnel who wish to attend the bid opening on the specified date and time at HLL's office mentioned above. In the event of the date being declared is a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the same time.

**7. Completion Period**:

The equipment and its accessories should be successfully commissioned at Purchasers site within **6 months from date of issue of Purchase order/L.O.I or handing over of the site, whichever is earlier.**

However the Bidder can indicate a different schedule for supply and erection, testing, validation & commissioning. No credit will be given for earlier deliveries/completion of work.

Time being the essence of the Contract, the delivery and completion period stipulated should be strictly adhered to. Delay in delivery or non-delivery, erection and validation, commissioning of the equipment will cause loss and/or damage to Purchaser.

The equipment should be supplied, erected, tested, validated, commissioned and handed over to Purchaser strictly within the time stipulated. The completion period quoted should be inclusive of the time taken by the Supplier for submission of fabrication drawings, if any, sufficient days for Purchaser’s approval/offering comments, sufficient notice to be given by Supplier for inspection/witnessing tests, time taken for booking of wagons, time taken for transportation to the site, erection, testing, validation, commissioning, obtaining statutory approvals and handling over of the equipment completely ready for commercial operation.

**8. Amendments:**

All amendments related to the tender shall be published in HLL website www.lifecarehll.com

### **SECTION II**

**INSTRUCTION TO BIDDERS**

**INSTRUCTION TO BIDDERS**

**INTRODUCTION**

**1. Eligible Bidders**

The Eligibility criteria for the bidders is as per Qualification criteria stipulated in the tender document as per IFB clause -I.

**2. Cost of Bidding**

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and HLL Lifecare Limited, Akkulam Factory, Thiruvananthapuram hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**THE BIDDING DOCUMENTS**

**3. Contents of Bidding Documents**

3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents. The Bidding documents include:

a. Invitation for Bids (IFB) b. Instruction to Bidders (ITB)

c. General Conditions of Contract (GCC)

d. Special Conditions of Contract (SCC)

e. Technical Specifications

f. Bid Form

g. Price Schedule

h. Check List

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.

**4. CLARIFICATION OF BIDDING DOCUMENTS**

4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser’s mailing address indicated in the Invitation for Bids. The Purchaser will respond to any request for clarification of the Bidding Documents which it receives not later than 5 days prior to the deadline for submission of bids prescribed by the Purchaser. Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be communicated through our web site / email to all prospective Bidders who have received the bidding documents.

**5. AMENDMENT OF BIDDING DOCUMENTS**

5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

5.2 Any subsequent amendments in the bid shall be notified only on HLL website.

5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids

**PREPARATION OF BIDS**

**6. Language of Bid**

6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be   
written in the English language. Supporting documents and printed   
literature furnished by the Bidder may be written in another language   
provided, they are accompanied by an accurate translation of the   
relevant passages in the English language in which case, for purposes   
of interpretation of the Bid, the English translation shall govern

**7. DOCUMENTS COMPRISING THE BID**

Following documents and forms are to be included in the technical bid and commercial bid respectively.

**7.1 TECHNICAL**

The technical bid shall consist of the following documents.

1. EMD / Bid Security amount in the form of DD, drawn in favor of HLL Lifecare Limited, payable a Thiruvananthapuram. The EMD / Bid Security shall be refunded to the non-responsive bidders within 60 days from the date of opening of Bid.
2. The tender document cost in the form of DD, if the document is downloaded from HLL website.
3. The technical specifications enclosed along with the bid document shall be confirmed by signature of the bidder/authorized signatory of the bidding firm, in all pages and authorized by official seal. All information requested in the specifications, dimensional drawings, technical literature describing the make offered, material etc., as specified in as per Annexure V.
4. Duly attested copies of factory license/ Industrial license, sales tax registration, and documents to prove the legal status, place of registration and principal place of business of the undertaking.
5. Duly attested copies of quality certificates for the products, quality system certifications and quality accreditation certificate as specified in technical specification.
6. Copy of Balance sheet for the past three financial years, duly certified by a chartered accountant
7. Pro-forma for equipment and quality control, duly filled as per section VI &VII
8. Performance statement in the pro-forma under section VIII
9. Documentary evidence established in accordance with Qualification criteria that the Bidder is eligible to bid and is qualified to perform the contract if the bid is accepted;
10. Documentary evidence established in accordance with ITB Clause 11 that the equipment and ancillary services to be supplied by the Bidder shall conform to the Bidding Documents
11. Duly filled Check list as per section X

**7.2 PRICE BID**

a.) Duly filled Bid Form and price schedule as per sections IX respectively.

b.) All commercial aspects related to items that are mentioned in IFB

**8. BID PRICES**

8.1 **The bid is invited for “**Design,Fabrication, Supply, Erection, Validation and Commissioning of 2TPH packaged BOILER WITH ALL ACCESSORIES ON TURNKEY BASIS as per the specifications,Terms & Conditions as specified in the Bid Documents etc.The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Sales Tax & Excise, packing, forwarding, freight and insurance etc. but excluding Octroi/Entry Tax which will be paid extra as per actuals, wherever applicable. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule given in Section X. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

8.2 Prices indicated in the Price Schedule shall be entered in the following manner :

1. The Basic Unit price (Ex-Factory Price) of the goods, Excise duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the supplier, shall be quoted separately item wise.
2. The supplier shall quote as per price schedule given in section IX for all the items given in schedule of requirement.
   1. The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
   2. The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser

to arrive at the price of equipment/system offered.

* 1. The price approved by HLL for procurement will be inclusive of Levies and Taxes, packing, forwarding, freight and insurance as mentioned in Para 8.1 above. Breakup in various heads like excise duty, sales tax, insurance, freight and other taxes paid/payable as per clause 8.2 (i) is for the information of the purchaser and any change in these shall have no effect on price during the scheduled delivery period.

**9. BID CURRENCIES**

9.1 Bidders should quote in INR only.

**10. DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATIONS**

10.1 The bidder shall furnish, as part of its bid, documents establishing the bidder’s eligibility to bid and its qualifications, to perform the Contract if its bid is accepted.

10.2 The documentary evidence of the Bidder’s qualifications to perform the contract if the bid is accepted, shall establish to the Purchaser’s satisfactions.

(a) The bidder should have the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section VI. To this end, all bids submitted shall include the following information:

(b) The legal status, place of registration and principle place of business of the company or firm or partnership, etc;

(c) Details of experience and past performance of the bidder on items offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments as per proforma given in Section VII

**11. Documents establishing equipment and its parts and accessories conformity to**

**bidding documents**

11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.

11.2 The documentary evidence of conformity of the equipment and its parts and accessories and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:

(a) A detailed description of the essential technical and performance characteristics of the 2TPH PACKAGE BOILER;

(b)A list giving full particulars, including critical spares and available sources of all spare parts, special tools, etc., necessary for the proper and continued functioning of the 2TPH PACKAGE BOILER for a period of six years, following commencement of the 2TPH PACKAGE BOILER installed by the Purchaser; and

(c) An item-by-item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the equipment and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

11.3 For the purpose of the commentary to be furnished pursuant to ITB Clause11.2 (c) above, the Bidder shall note that standards for workmanship, material and equipments and references to brand names or catalogue numbers, if any, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser’s satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

**12. Period of Validity of Bids**

12.1 Technical Bid & Price Bid shall be valid for minimum 90 days from the date opening of technical bid.

12.2 In exceptional circumstances, the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

**13. Format and Signing of Bid**

13.1 The bidder shall prepare one copy of the bid clearly marking each “Original Bid” and “Copy Bid” as appropriate. In the event of any discrepancy between them, the original shall govern.

13.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

13.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

**14. Sealing and Marking of bids**

Separate bids shall be submitted for price bid and technical bids.

14.1 The bidders shall seal Technical bid and Price bid in separate inner envelopes, duly marking the envelopes as COVER A -“TECHNICAL BID” and COVER B-‘PRICE BID. The Bidders shall then place both the inner envelopes in an outer envelope. The name of the product for which the bid is made must be written on both the inner envelops and the outer envelop.

14.2 The inner and outer envelopes shall be addressed to the Purchaser at the following address:

**Joint General Manager (Materials),**

**HLL Lifecare Ltd, Akkulam Factory, Sreekariyam.PO,**

**Thiruvananthapuram –17**

(a) The outer envelope shall bear the Invitation for bids (IFB) number,   
and a statement: “DO NOT OPEN BEFORE” 15.30 Hrs. ON 03.02.2016”

(b) The outer and inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”.

(c) If the inner and outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

(d) Bids must be received by the Purchaser at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

(e) The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all   
rights and obligations of the Purchaser and bidders previously subject to   
the deadline will thereafter be subject to the deadline as extended.

**15. LATE BIDS**

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and returned unopened to the bidder.

**16. MODIFICATION AND WITHDRAWAL OF BIDS**

16.1 The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

16.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.

16.3 No bid may be modified subsequent to the deadline for submission of bids.

16.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Bid Document.

**17. Opening of Bids by Purchaser**

17.1 The Purchaser will open all the technical bids, in the presence of bidder's representatives who choose to attend, at 15.30 Hrs on 03.02.2016 at the following location:

**HLL Lifecare Limited,**

**Akkulam Factory,**

**Sreekariyam PO, Thiruvananthapuram -695 017**.

17.2 The bidder’s representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.

17.3 The bidder’s names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 16.

17.4 The Purchaser will prepare minutes of the bid opening

**17.5 The “Price Bid” (Cover B) will be opened after evaluation of “Technical bids” (Cover A) and the date and time of opening of price bid will be intimated to bidders whose bids are responsive and selected by the Purchaser.**

17.6 The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. Purchaser will depute its competent officers to the premises of the bidder qualified on the basis of technical scrutiny, for on-site evaluation of the claims made in the technical bid, if deemed appropriate on purchaser’s sole discretion. The bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation. The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation will be returned un-opened. The on-site evaluation may include the inspection of the specimen model of the equipment. The short listed bidders will be informed about the time, date and venue of the price bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

**18. CLARIFICATION OF BIDS**

18.1 During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

18.2 Given specification is indicative only. The bidder should visit the plant and enquire about the items and also make their own assessments before quoting of bids. Prior permission from HLL shall be taken for visiting the plant. No photographs will be allowed inside the plant. The purchaser will not be responsible for any wrong quotes due to inadequate information.

**19. PRELIMINARY EXAMINATION**

19.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid will be rejected.

19.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

19.4 Prior to the detailed evaluation pursuant to Clause ITB 20, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and Taxes and Duties will be deemed to be material deviation. The purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

19.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

**20. EVALUATION AND COMPARISON OF BIDS**

20.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive, pursuant to ITB Clause 19.

20.2 The purchaser’s evaluation of a bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the 2TPH PACKAGE BOILER offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the equipment and its parts and accessories, and excise duty on the equipment, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 20.3 and in the technical specifications:

Cost of inland transportation, insurance and other costs incidental to the delivery of PACKAGEBOILER to HLL Lifecare Limited, Akkulam, Thiruvananthapuram.

20.3 Pursuant to ITB Clause 20.2 the following evaluation methods will be applied:

(a) Inland transportation, from factory, insurance and incidentals.

(i)Inland transportation, insurance and other incidentals, for Design, Manufacture, Supply, Installation, Validation and Commissioning ofPACKAGEBOILER and its parts and accessories to the required locations mentioned in ITB Section 21.2 The above costs will also be considered in the bid price.

(b) Spare parts and after sales service facilities in India:

The cost of the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bid invitation, if quoted separately, shall be added to the bid price.

20.4 The purchaser reserves the right to examine the details given in the technical bid by visiting the office and work place of the bidder and take decision based on the visit.

20.5 The Purchaser reserves the right to negotiate with the lowest evaluated responsive bidder.

**21. CONTACTING THE PURCHASER**

21.1 No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser it should do so in writing.

21.2 Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the bidders bid.

**22. POST QUALIFICATION**

22.1 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to ITB Clause 12 as well as such other information as the Purchaser deems necessary and appropriate.

22.2 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder’s capabilities to perform satisfactorily.

**23. AWARD CRITERIA**

23.1 Subject to ITB Clause 27, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

**24. PURCHASER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

24.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders.

**25. NOTIFICATION OF AWARD**

25.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by fax or email to be confirmed, that its bid had been accepted.

25.2 The notification of award will constitute the formation of the contract

**26. SIGNING OF CONTRACT AGREEMENT**

26.1 The successful bidder has to sign a supply agreement is Kerala stamp paper worth Rs 100.00 the draft of which will be sent to the lowest responsive bidder, with a letter informing acceptance of bid. Within 21 days of receipt of the information regarding acceptance of the bid, the successful bidder shall sign the supply agreement and return it to the Purchaser.

26.2 Upon the successful Bidder’s furnishing of Security Deposit, the Purchaser will discharge EMD submitted by unsuccessful bidders.

1. **SECURITY DEPOSIT**
   1. Simultaneously with the execution of the contract, successful bidder within 10 days of the receipt of notification of award shall furnish a Security Deposit in the form of a Demand Draft from a nationalised bank drawn in favour of HLL Lifecare limited payable at Thiruvananthapuram or a Bank Guarantee from a nationalised bank, for an amount equal to 5% of the total contract value as Security Deposit for his faithful execution of contract. The Security deposit should be valid until successful completion of the contract and acceptance of the equipment/ works by the Purchaser and will be released after acceptance of the Equipment by the Purchaser and against submission of Performance Guarantee in the form of cash deposit or bank guarantee by the Supplier. In case of a delay in the works the validity of security deposit shall be extended.

27.2 Failure of the successful Bidder to accept the notification of award or submission of security deposit within the timeframe shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which even the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

**28. Delays in Design, Manufacture, Supply, Installation, Validation and Commissioning of PACKAGEBOILER**

28.1 Delivery, Installation, Validation and Commissioning of the equipment and its parts and accessories shall be made by the Supplier within the stipulated delivery date as specified in the purchase order / work order / contract, from the date of placing the date of Order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely Delivery, Installation, Validation and Commissioning of the **PACKAGEBOILER**, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.

28.2 A delay by the Supplier in the performance of its Delivery, Installation, Validation and Commissioning obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages.

* 1. If the Supplier fails to deliver any or all of the equipment or its parts or perform the Services within the time period(s) specified in the Purchase Order, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as Liquidated Damages, a sum equivalent to the percentage specified in the purchase order.

1. **PAYMENT TERMS**

29.1 Payment terms is as follows

A. **Supply**

1. 60% of the order value against supply of all items and actual inspection at HLL site.
2. 30% of order value against successful SAT(Site Acceptance Test)
3. 10% will be retained as Retention Money which shall be paid after one year from the date of successful SAT OR shall be paid against a Performance Bank Guarantee for an amount equivalent to 10% of order value from a scheduled bank with validity of one year from date of successful SAT.

**B. Installation**

1. 90% of work order against successful SAT.
2. 10% will be retained as Retention Money which shall be paid after one year (Defect Liability Period) from the date of successful SAT OR shall be paid against a Performance Bank Guarantee for an amount equivalent to 10% of order value from a scheduled bank with validity of one year from date of successful SAT.

29.2 Test Reports (wherever applicable) are to be forwarded along with the original invoices.

29.3 Payment shall be made in Indian Rupee.

29.4 All other Statutory levies, such as Taxes, duties, KVAT, VAT, WCT, IT, ST & PF, ESI of the work men etc (are inclusive) will be deducted from bill, as applicable.

29.5 Normally the Purchaser will not entertain any advance payment. However, the bidder can indicate advance payment in the payment terms, if required. If such advance payment is considered acceptable by the purchaser, the bid will be evaluated by calculating interest earned for the advance payments at prevailing rate of interest on working capital for the purchaser up to the supply of equipment at purchaser’s site or any other clause indicated in payment terms. Moreover such advance payment, will be released against submission of a Bank guarantee, on a specific format given by the supplier, from a nationalized/scheduled bank for like amount valid up to the supply of equipment at purchaser’s site. The advance if any paid and interest will be adjusted against the payment against delivery.

Purchaser will not entertain the presentation of documents through Bank.

**30. Completion period.**

The successful bidder has to design , supply, manufacture, validate & commission the Equipment within **6 months** from the date of issue of work order/Letter of Indent or handing over of the site whichever is earlier.

**31. Forfeiture of EMD**

31.1 Failure of the successful Bidder to accept the notification of award or submission of security deposit within the timeframe shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which even the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

31.2 The EMD may be forfeited:

(a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bidding Document; or

(b) In case of the successful Bidder, if the Bidder fails:

(i) to sign the Contract

(ii) to furnish security deposit

###### SECTION III

###### GENERAL CONDITIONS OF CONTRACT

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**GENERAL CONDITIONS OF CONTRACT**

**1. DEFINITIONS**

1.1 In this contract the following terms shall be interpreted as indicated:

(a) “The Contract” means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) “The Goods” means all the products, equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

(d) “Services” means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the contract;

(e) “GCC” means the General Conditions of Contract contained in this   
section.

(f) “SCC” means the Special Conditions of Contract.

(g) “The Purchaser” means the Organization purchasing the Goods, as named in SCC;

(h) “The Supplier” means the individual or firm supplying the Goods under this Contract;

(i) “Day” means calendar day.

(j) “Delivery period” means the period applicable upto completion of supply; installation and testing by the supplier at the required location mentioned in purchase order and accepted by the Purchaser.

**2. APPLICATION**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

**3. STANDARDS**

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods’ country of origin and such standards shall be the latest issued by the concerned institution.

**4. USE OF CONTRACT DOCUMENTS AND INFORMATION**

4.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier’s performance under the Contract if so required by the Purchaser.

**5. PATENT RIGHTS**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

**6. INSPECTION AND TESTS**

6.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

6.2 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

* 1. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.
  2. The Purchasers right to inspect, test and, where necessary, reject the Goods’ arrival in at site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods dispatched.

**7. PACKING**

7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided in the agreement / purchase order including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

**8 DELIVERY AND DOCUMENTS**

Delivery, Installation, Testing and Commissioning of the PACKAGE BOILER shall be made by the Supplier in accordance with the terms specified in the purchase order by the Purchaser. The details of dispatching and/or other documents to be furnished by the supplier are specified in the purchase order, if any.

**9. INSURANCE**

The Supplier shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the Purchaser as under:

i) Insurance of works:

The Supplier shall take full responsibility for loss, damage and care of plant and works until it is delivered to site, constructed, erected, commissioned and taken over by Purchaser. Without limiting such responsibility, the supplier shall in the interest of the work insure the plant and work for their full value plus ten percent until they have been taken over. Such insurance shall cover the equipments and works against loss, damage or destruction   by fire, earthquake, theft or any other cause, throughout the duration of the contract period or extended contract period.

ii) Insurance of employees:

The Supplier   shall   accept full and exclusive liability for the compliance of all obligations and responsibilities imposed by the Employees State Insurance Act, 1948 and its amendments and any liability or penalty which may be imposed by the Central, State or Local Authorities due to the reason of violation by the supplier or sub-supplier of the Employees State Insurance Act, 1948 and its amendments. The Supplier shall agree to fulfill the requirement of the Employees State Insurance Corporation and maintain the declaration forms and all such forms, which may be, required in respect of the supplier’s, sub-supplier's employees who are employed in the work provided for or those covered by   E.S.I.C. from time to time under the agreement. The Purchaser shall retain such sum as may be necessary from the total contract value until the supplier shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 and its amendments have been paid by him.

iii) Workmen's Compensation:

Insurance shall be affected for all the Supplier’s employees engaged for this contract. The Supplier shall also carry and maintain all other insurance, which may be required under any law or regulations from time to time. He should also carry and maintain any other insurance, which may be required by the Purchaser.

iv) Transit Insurance:

The cost of transit insurance relating to the items to be transported by the supplier to the site of work shall be borne by the supplier and the quoted price shall be inclusive of this cost.

v) Loss or damage and Indemnity Agreement:

The supplier shall be responsible during the progress of work as well as guarantee period for any liability imposed by law for any damage to work or any part thereof or to any of the material or other things including those of Purchaser used in performing the work or for injury to any person or persons or for any property damaged in or outside the site. The supplier shall indemnify and hold the Purchaser harmless against all liabilities, claims, loss or injury, including costs, expenses and attorney's fees incurred in the defense of same, arising from any allegation   whether groundless or not, of damage or injury to any person or property resulting from the performance of the work or from any material used in the work or from any condition of the work or work site or from any cause whatsoever during the progress and maintenance of the work.

vi) Third party insurance:

Before commencing the execution of the   works the Supplier, but without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Purchaser, or to any person, including any representative of the Purchaser, by or arising out of the execution of works or in the work being carried out by the Purchaser, by or arising out of the provision of clause 5 (v) here of. Such insurance shall be affected with an insurer and in terms approved by the Purchaser.

vii) The Supplier shall take **Supplier’s All Risks Insurance** policy, jointly in the name of HLL Lifecare Limited and the Supplier and the insurance should be valid till the satisfactory completion of the work. The copy of the policy shall be deposited with HLL before commencing the work.

**10. INCIDENTAL SERVICES**

The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) Performance or supervision of the on-site assembly and/or start-up of the supplied goods

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of detailed operations and maintenance manual

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) Training of the Purchaser’s Personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

**11 SPARE PARTS**

As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all of the following materials and notifications and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) Such spare parts as the Purchaser may select to purchase from the Supplier, providing that this selection shall not relieve the Supplier of any warranty obligations under the Contract; and

(b)In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if and when requested.

**12. WARRANTY**

12.1 The Supplier warrants that the Goods supplied under this Contract are of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser’s specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination

12.2 This warranty shall remain valid for minimum **ONE YEAR**, as applicable, after the Goods or any portion thereof as the case may be, have been delivered to and accepted/ installed & commissioned at the final destination indicated in the Contract.

12.3 The Purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

12.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC, and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser

12.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.

**13**. **PERFORMANCE GUARANTEE**

The Supplier shall fully guarantee that all the equipment supplied will perform in accordance with the specifications and will be free of all defects in design, material and workmanship. Should any equipment not performing as intended or should the design, material or workmanship prove defective within guarantee period the equipment shall, upon notification of deficiency or defect, be promptly corrected by the Supplier to the satisfaction of Purchaser without delay and at no extra cost. If the Supplier fails to take proper corrective action to replace or repair the deficiency within a reasonable time of Purchaser’s notification to this effect, the Purchaser shall be free to take such corrective action at the Supplier’s risk and cost.

Even if Inspection and/or tests are fully carried out by Purchaser or their representatives, the Supplier is not absolved to any degree of his responsibility to ensure that all equipment and materials supplied comply strictly with the requirements as per specifications given in the order, and the Purchaser shall be free to point out any defect till the guarantee period is over.

Simultaneously with the successful completion of the contract, supplier shall furnish a Performance guarantee in the form of a Demand Draft or a Bank Guarantee in the HLL’s prescribed format from a nationalised bank or from balance payment to be paid to the supplier as per contract, acceptable to the purchaser, for an amount equal to 10% of the total price on the value of the contract as Deposit for his faithfulexecution ofPerformance Guarantee. The Performance guarantee should be valid for the Guarantee Period.

**14. PRICES**

14.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any prices adjustments authorized in the special Conditions of Contract or in the Purchaser’s request for bid validity extensions, as the case may be.

**15. CHANGE ORDERS**

15.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipping or packing

(c) the services to be provided by the Supplier.

15.2 If any such changes cause an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier’s receipt of the Purchaser’s change order.

**16. CONTRACT AMENDMENTS**

Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**17. ASSIGNMENT**

The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser’s prior written consent.

**18. SUBCONTRACTS**

The supplier shall notify the Purchaser in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

**19. LIQUIDATED DAMAGES**

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC, up to a maximum deduction of the percentage specified in the SCC if any. Once the maximum is reached, the Purchaser may consider termination of the Contract.

**20. TERMINATION BY DEFAULT**

20.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;

(a)if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or

(b) if the Supplier fails to perform any other obligation(s) under the contract.

20.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

**21. FORCE MAJEURE**

21.1 For purposes of this Clause “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

21.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**22. TERMINATION FOR INSOLVENCY**

22.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**23. RESOLUTION OF DISPUTES**

23.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

23.2 The jurisdiction of any disputes, suits and proceeding arising out of the tender shall be only in the court of Thiruvananthapuram.

**24. GOVERNING LANGUAGE**

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**25. APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws of the Union of India.

**26. NOTICES**

26.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by fax or email and confirmed in writing to the other Party’s address specified in Special Conditions of Contract

26.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

**27. TAXES AND DUTIES**

27.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi etc., incurred until Delivery, Installation, Testing and Commissioning of the contracted equipment (2TPH PACKAGE BOILER) to the Purchaser. However, Sales tax in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the Notification of Award.

1. **ESCALATION**

The rates quoted by the Supplier in the contract documents shall be final and shall not be subjected to any change due to the increase in labour wages or inflation in the cost of materials or any other price variations due to any reason during the stipulated time period of the contract or during the extended time period of completion.

**SECTION IV**

**SPECIAL CONDITIONS OF CONTRACT**

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**SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

**1. DEFINITIONS (GCC Clause 1)**

The Purchaser is HLL Lifecare Limited, Akkulam Factory, Thiruvananthapuram.

**2. INSPECTION AND TESTS (GCC Clause 6)**

2.1 The Purchaser or its representative shall inspect and/or test any or all the equipment to confirm their conformity to the Contract specifications, prior to dispatch from the manufacturer’s premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.

2.2 If the equipment fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment/it parts to the satisfaction of the Purchaser.

**3. INSURANCE (GCC Clause 9)**

3.1 For delivery of PACKAGE BOILER at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the equipment from “Warehouse to Warehouse” (Final destinations) on “All Risks” basis including War Risks and Strike if applicable.

**4. INCIDENTAL SERVICE (GCC Clause 10)**

4.1 The following services covered under GCC Clause 10 shall be furnished and the cost shall be included in the contract price:

(a)Transportation, safe storage and handling of consignment off site.

(b)On site assembly if any of the supplied equipment, installation, testing and commissioning of the equipment.

(c)Furnishing 3 nos of detailed operations and maintenance manual for each appropriate unit of supplied equipment;

**5 .SPARE PARTS (GCC Clause 11)**

Add as Clause 11. to the GCC the following:

5.1 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other main spare parts and components shall be supplied as promptly as possible but in any case within one week of placement of order.

5.2 List of critical spares and essential spares shall be mentioned in the bid with rate valid for 2 years.

**6. WARRANTY (GCC Clause 12)**

Substitute GCC Clause 12.2 by the following:-

6.1 This warranty shall remain valid for minimum ONE year after Installation, Validation and Commissioning and handing over of the PACKAGE BOILER or any portion thereof as the case may be, have been accepted by HLL Lifecare Limited as indicated in the contract.

6.2 Any major repair pointed out by the Purchaser within the warranty period shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser. Failing which the Purchaser has the right to levy penalty on the basis of less incurred on the Supplier per day or part thereof for the equipment until the equipment are repaired and commissioned to the satisfaction of the Purchaser.

6.3 The Supplier shall, in addition, comply with the performance and/ or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

Make such changes, modifications, and/or additions to the equipment or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 2:

**7. Earnest Money deposit (EMD)**

7.1 Technical Bid should accompany a DD drawn in favour of M/s.HLL LIFECARE LIMITED, and payable at Thiruvananthapuram for a sum of Rs.1,00,000/- towards Earnest Money Deposit**.**  Failing which the Tender will be rejected.

7.2 E.M.D. from unsuccessful bidders will be returned after the acceptance of agreement / work order by the L1 party.

7.3 In the case of successful bidder, the Earnest Money will be returned after signing the contract, and submission of Security Deposit, which they will have to offer for the faithful execution of the contract.

**8. PRICES (GCC Clause 13)**

Substitute Clause 14.1 of the GCC with the following:

Prices payable to the Supplier as stated in the Contract shall not be subject to adjustment during performance of the Contract.

**9. SUB CONTRACT (GCC Clause 18)**

Add at the end of sub-clause 18.1 the following:

Sub-contract shall be only for bought-out items and sub-assemblies.

**10. LIQUIDATED DAMAGES (GCC Clause 19)**

For delays: Substitute GCC Clause 19.1 by the following:

If the Supplier fails to deliver any or all of the equipment or perform of services within the time period(s) specified in the Contract, the purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the value of order per week of delay subject to a maximum deduction of 7.5%. Once the maximum is reached, the Purchaser may consider termination of the Contract.

**11. RESOLUTION OF DISPUTES (GCC Clause 23)**

Add as GCC Clauses 23.1 and 23.2 the following:

11.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 22 shall be as follows:

(a)In the case of a dispute or difference arising between the Purchaser   
and a Supplier relating to any matter arising out of or connected with this   
agreement, such dispute or difference shall be settled in accordance   
with the Arbitration and Conciliation Act 1996 the Arbitral Tribunal shall   
consist of 3 Arbitrator, one each to be nominated by the Purchaser and   
the supplier. The third Arbitrator shall be chosen by the two Arbitrators   
so appointed by the parties and shall act as Presiding Arbitrator. In case   
of failure of the two Arbitrator appointed by the parties to reach upon a   
consensus with in a period of 30 days from the appointment of the   
Arbitrator appointed subsequently, the Presiding Arbitrator shall be   
appointed by the President of Institute of Engineers (India).

11.2 The venue of arbitration shall be the place from where the Contract is issued (i.e.) Thiruvananthapuram

**12. INSTALLATION, VALIDATION & COMMISSIONING**

**Design, manufacture, Supply, installation, validation and commissioning and obtaining satisfactory approval of PACKAGE BOILER**  shall be completed by the supplier in accordance with the terms and technical specifications made by the purchaser.

**13. OPERATIONAL ACCEPTANCE:**

1. **Performance Test:** The performance test shall be conducted by the supplier during the commissioning of the facilities to ascertain whether the facilities can attain the functional guarantees.
2. **Operational Acceptance**: Operational Acceptance shall occur in respect of the facilities when the performance test has been successfully completed and the functional performances are met.

**14. TRAINING**

The bidder shall provide training for maintenance staff of the purchaser free of cost where required.

The bidder shall provide all training material and documents.

Conduct of training of the purchaser’s personnel shall be on-site.

**15. Site Acceptance Test (SAT)**

SAT covers the installation, validation and commissioning and taking over of the equipment as per standards specified in technical specifications.

1. **VARIATION IN DRAWINGS AND SPECIFICATIONS**

The Purchaser has the right to change the drawings regarding dimensions but specification remaining the same. However such changes shall not entitle the supplier for any compensation, claim regarding the change in scope of work.

1. **FABRICATION SCHEDULE**

The Supplier shall furnish to Purchaser, a PERT/BAR CHART, within 7 days of receipt of the Order. The PERT/BAR Chart, should give all important milestones such as ordering of material, completion of procurement, release of drawings, phased fabrication/manufacture, inspection/tests at Supplier’s works, dispatch, start and completion of erection at site (wherever applicable) etc. Purchaser has the right to depute their representative to the Supplier’s works to check his adherence to such chart. If any of the initial or intermediary milestones gets delayed for any reasons, the Supplier shall adjust the subsequent milestones in such a way that the final date for delivery/handing over of the equipment as per the Order is not affected.

1. **PROGRESS REPORT**

During execution of the contract, the supplier shall furnish bi-weekly progress reports to the Purchaser indicating the progress achieved during the week and the total progress up to the last week as against scheduled and anticipated completion dates in respect of key phases of the work.  The Supplier shall also furnish   any other information in order to ascertain progress, if called for by the Purchaser.

1. **STAFF AND WORKERS**

The supplier shall depute qualified engineers for execution of the project. The technical staff employed by the supplier shall be responsible for the quality and workmanship of the work as per the satisfaction of the Purchaser. The Supplier’s supervisory staff should follow the instructions given by Purchaser /Consultant or his authorized representative. If any of the Supplier’s staff members is incapable or in-experienced, in the opinion of the Purchaser, then he should be removed immediately and the supplier should do suitable substitution.

If the workers or the supervising staff of the supplier are involved in riotous or illegal activities to such an extent that it becomes necessary to hand over the matter to the police then the supplier would be solely responsible for the case and all the expenses incurred in the legal proceedings shall be borne by the supplier.

1. **CO-OPERATION WITH OTHER AGENCIES AT SITE**

The Supplier or his authorized representatives must work in close co-operation with the agencies executing other works forming the part of the project and also with the representatives of the Purchaser for the execution of works which are not included in the contract. Supplier shall permit free access and generally afford reasonable facilities to other agencies or departmental workmen etc.

The Supplier’s quoted amount/rate shall be deemed to cater for all the above contingencies and nothing extra shall be admissible on this account.

Supplier should keep his working site clean and the materials brought for work shall be kept in a properly stacked / stored way. The work site should be swept at the end of each working day after removal of debris / left over materials. The Supplier has to take full care so as not to spoil or damage other Supplier's/ Purchaser’s job / material.

1. **SAFETY OF ADJOINING PROPERTIES**

The Supplier or his authorised representatives should conduct all the operations necessary for the execution of works in such a manner that no inconvenience / damage is caused to the properties of other persons & Purchaser.

1. **EXECUTION OF WORK**

**General:**

All the works shall be executed in accordance with the detailed drawings, specifications and instructions to be given by the Purchaser or mentioned in the contract document.

**Drawings:**

The drawings given in the tender document are as per our present requirement. The supplier has to discuss with purchaser for the exact requirement to prepare the working drawing by him.

**Inadequate/substandard works and materials:**

i) If any material used by the Supplier is found unsuitable or of sub-standard quality after testing, then the Supplier shall remove those faulty materials immediately as per the instructions of the Purchaser.

ii) If any work executed by the Supplier is found to be of bad workmanship or not as per the drawings, then the same is to be dismantled and re-executed by the Supplier without claiming any extra payment or extension in time period.

**Default of Supplier in compliance:**

If the supplier or his authorized representative fails to follow the instructions given by the Purchaser regarding any of the works, then the same shall be got executed by other persons employed by the Purchaser and the expenses incurred shall be borne by the Supplier.

**Discrepancies between instructions:**

If any discrepancy occurs between the various instructions conveyed to Supplier or his authorized representative or if any misunderstanding arises between the Supplier’s staff and Purchaser's staff, the supplier shall report the matter immediately to the Purchaser. The decisions of Purchaser shall be final and binding. Moreover, no claims for losses due to discrepancies between instructions, doubts or misunderstandings shall be admissible.

**Change in specifications:**

If there is any variation in specification   or   any change in make of item, then it has got to be approved from the Purchaser prior to installation or execution.

**Work not specified in the specification:**

If, for any work, no specification has been given in the tender document, then the work will be executed as per the IS specifications, and if the work is not covered by IS specifications also, then it should be executed as per standard engineering practice, subject to the approval of the Purchaser. Work not specified with the scope.

If any work which is not mentioned in the scope but necessary for the successful completion of work, then it should be executed by the supplier without any additional amount.

1. **LIABILITIES FOR DEFECTS AND RECTIFICATIONS**

If it shall appear to the Purchaser that any work has been executed with imperfect or unskilled workman or with materials of any inferior description, or of quality inferior to that contracted for, or otherwise not in accordance with the contract, the Supplier shall on demand in writing from the Purchaser or his representative specifying the work, materials or articles complained of, not withstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or  remove and reconstruct  that work so specified and provide  other proper and suitable materials or articles at his own charges and cost, and in  the event of failure to do so within  a period to be specified by the Purchaser or his demand aforesaid,  the Purchaser may on expiry  of  notice period rectify or remove, re-execute the work at the risk of Supplier and the  cost  shall  be recovered from   the Supplier. The decision of the Purchaser as to any question arising under this clause shall be final and conclusive.

1. **CARE OF WORKS**

From the commencement to the completion of works, the Supplier shall take full responsibility for the care of all works including all temporary works and in case any damage or loss occurs then the supplier shall at his own cost repair and make good the same so that on completion of the work, the same shall be in good order in every respect in accordance with the contract and to the satisfaction of the Purchaser.

1. **LABOUR LAWS AND SAFETY REGULATIONS**

**Labour Laws:**

i)   Labourers  below the age of 18 years shall not be employed on the work.

ii)  The supplier shall not pay less than what is specified by  the law to labourers engaged by him on the work.

iii) The  supplier shall, at his own expenses, comply with  all  labour  laws and the Purchaser shall not be responsible for  any recovery/penalty  imposed by the respective authorities for violating the labour laws.

iv) If the supplier is covered under the Contract Labour (Regulation & Abolition) Act, he shall obtain a license from the   licensing authority  (i.e. the Office   of Labour Commissioner), by payment of the necessary prescribed fee and deposit, if any, before starting the work.

v) The supplier shall furnish to the Purchaser, the details of the workers employed on the works.

vi) The supplier shall comply with the provisions of the existing rules and regulations relating to labour laws.

vii) The Purchaser shall on a report having been made by  an inspecting officer as defined in Contract Labour (Regulation  and Abolition) Act, 1980, have the power to deduct from  the amount  due to the supplier any sum required or  estimated   to be  required for making good the losses suffered by  a worker  or  workers by reason  of  non-fulfillment  of the conditions of the contract for the benefit of the  workers, or if deductions made from his or their wages which are  not  justified by the terms of contract or non-observance of  the said regulations.

**Minor Accident on Duty:**

For cases of minor accident on duty not covered under compensation by insurance, the supplier shall have to compensate the affected person by reimbursing these medical expenses against submission   of   actual expenditure document. The absence from duty, if takes place, due to such accident shall be considered as special leave and full payment shall have to be made for duration of such absence.

**Provident Fund:**

It shall be solely the Supplier’s responsibility to complete all provident fund formalities as per statuary regulations.

1. **Safety CODE:**

**Safety and Protection:**

The supplier shall adhere to safe construction practice and guard against hazardous and unsafe working conditions. While carrying out the work, the supplier should provide for;

i) Safety of personnel engaged in the construction.

ii)  Protection and safety of works and materials during their progress.

iii) Sanitary and hygienic conditions of working and living for his workers, as required by the Purchaser.

**Use of Safety Gadgets:**

The Supplier shall have to ensure availability and use of all desire safety gadgets like safety shoes, belts, helmets, goggles, hand gloves etc.

**Unsafe working condition:**

If any activity is found to be progressing without proper and complete safety measures (including use of safety gadgets) being implemented, the supplier may be asked to stop the work unless he fulfills the desired safety norms. Such delays shall not be allowed to be considered for extension in duration of the allotted time period.

**First Aid:**

The supplier shall provide first aid facilities for his employees and those of his sub-SUPPLIERS. The requisite first aid box and medicines should always be available at work site.

**Supplier's Barricades:**

The supplier shall erect and maintain barricades required in connection with his operations to guard or protect: -

i) Excavations

ii) Hoisting Areas

iii) Areas adjudged hazardous by the Supplier's or Purchaser’s  representatives.

iv)  Charged electrical panels.

v) Purchaser’s existing property liable to get   damaged by supplier’s operation.

**Preservation of peace:**

The supplier shall take precautions to prevent any riotous or unlawful behavior by his workers, for the preservation of peace and protection of inhabitants and the security of property in the neighborhood of the work.

1. **DETAILS OF WORK EXECUTION**

i) The work shall be done in such a manner so as to clear work front availability for other agencies working at site.

ii) Finish of work shall be as per drawings & details given by Purchaser.

iii) In general the complete work is to be done as per Indian Standard and esthetical norms as specified and detailed in Tender.

1. **SUPPLIER’S SCOPE OF SUPPLY**

All materials required for executing the jobs specified in the Schedule of Items, inclusive of all tools, tackles, scaffolding, consumables & testing equipments  shall be procured and supplied by the supplier at his own cost except for any items specified as Purchaser supplied.

1. **RECOVERY FROM THE SUPPLIER**

     i) If the supplier or his employees damage or destroy the property   of the Purchaser, then the same shall be replaced/refunded by the supplier; otherwise   the expenses may be recovered from his bill or security deposit.

   ii) All compensation & recoveries to be made as per terms of the contract shall be deducted from the supplier's bill or security deposit.

iii) Forfeiture of Security Deposit: Whenever any claim against the supplier is to be recovered then the same may be made from the security deposit. If the supplier abandons the work or leaves the work incomplete, then the Purchaser has the right to forfeit the security deposit.

1. **SPECIAL INSTRUCTIONS**

a) All materials to be used in execution of project shall be of first class quality; I.S.I. marked and shall be approved by Purchaser before its application.

b) The supplier shall  be paying all  testing charges required  for testing of materials and samples as and when  taken by Purchaser. The Supplier   shall arrange necessary labour   and transportation   to facilitate testing of samples/materials. Frequency of testing materials/samples shall be as per related I.S. codes.

c) The work should be carried out in truly professional manner, neatly finished with proper line, level  and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the purchaser/consultant before completely executing the work.

d) The Purchaser should be immediately informed for any discrepancy   in drawings, specifications and instructions in the execution of job, before actual execution of particular item having discrepancy.

e) Any  item  found to be having been  executed with  poor workmanship or materials of inferior quality  then  the supplier shall have to rectify /reconstruct the work as specified by Purchaser. No extra charge will be admissible in such case. If SUPPLIERS fails to do so, the Purchaser reserves the    right    to rectify/reconstruct the work through some other agency at the expenses of supplier.

f) The   schedule of activities as submitted  by   the supplier  shall  have  to be strictly adhered to. Regular progress reports shall have to be submitted by the supplier giving all details for monitoring of the schedule.

h)  Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.

i)  The  supplier  shall  have  to co-operate  with   the agencies executing other works in the same area.

j)  While executing the work, the supplier shall ensure safety and security of the property of the Purchaser so as to avoid theft etc.

1. **SECRECY**

The purchaser is the sole owner of the technology, equipment specification and drawings given along with the bidding document and to be given to the supplier. The details given to bidders and supplier should be kept confidential and should not be used for any other purpose or should not be used or transferred to third party. The supplier has to sign a secrecy agreement with purchaser.

**SECTION V**

**TECHNICAL SPECIFICATIONS**

**Technical specification of package Boiler**

1. **Scope of Work**

Design, Fabrication, Supply and Commissioning of Three pass wetback packaged type Horizontal Fire Tube IBR boiler having capacity of 2,000 kg/hr (F&A 1000 C) operating at a pressure of 10.54 kg/cm2 using Furnace Oil as fuel, having a minimum Thermal efficiency of 89% on NCV as per BS-845 part-I along with all electrical, instrumentation, accessories and mountings. All statutory requirements of certificates required for commissioning and continuous operations of the boiler should be made available by the party (Turnkey basis) from statutory bodies such as Department of Factories and Boiler, Pollution Control Board, etc.

1. **Parameters of Boiler**

Rated Capacity : 2 TPH of saturated Steam (F & A 100 deg C)

(Maximum Continuous Rating-MCR)

Rated Working Pressure : 10.54 kg/cm2(g)

Operating Pressure : 7 Kg/cm2(g)

Type of Boiler : Three Pass Horizontal Fire Tube System

Fuel fired : Fuel Oil (Furnace Oil)

Thermal Efficiency on NCV : > 89 % (minimum) as per BS:845 Part 1

Design Code : IBR 1950 with latest amendments

**Boiler Design**

Boiler should be horizontal, shell type fully packaged 3- pass wet back design, automatically controlled, tested and quality control procedures. The fire tubes should be plain without any restriction inside and should be easily accessible both from inside as well as outside for inspection and maintenance. These tubes are to be tightly expanded in the tube plate and seal welded. The required number of stay tubes and stay bars are to be fitted the boiler. The stay tubes should be seamless & strength-welded to tube plates. Boiler front door is lined with ceramic fiber blanket with SS sheeting on the tube side of the door. All the welded joints shall be as per the relevant code. All working parts of the boiler should be accessible for ease of inspection and maintenance. Refractory material used for boiler shall withstand high temperature. All accessories shall be mounted on a single base frame. The boiler shall be designed and constructed to generate steam at efficiency of >89 % on net calorific valve (NCV) basis. Efficiency shall be demonstrated as per standard BS – 845 Part 1 Indirect method. Boiler Construction shall be in accordance with IBR 1950, Act 1923 with latest amendments applicable and in Conformity with AOTC standard. . A platform shall be provided at the top of the boiler to allow maintenance for the mountings on the top. A movable ladder shall be provided which can be moved as per convenience.

1. **Scope of Supply**

The scope of supply includes the Boiler with complete accessories for the successful commissioning of the system.

1. **Combustion System**
2. Pressure parts of the Boiler shall be designed as per IBR 1950 with latest amendments.
3. The Fire Tubes shall be made out of BS 3059 Part-1 Gr.320 ERW.
4. The Rear and Front case shall be made out of IS 2062 Carbon Steel.
5. Fusible Plug Points and Explosion Doors shall be provided in the Boiler.
6. **Burners**
7. Burner assembly shall be mounted closed position of combustion chamber and shall be bolted on combustion chamber.
8. Burner must be variable nozzle type system 3 nozzles for low flame medium flame and high flame operation and the number of nozzles put into use shall be based on load condition.
9. The burner should be capable of firing fuel oil of required viscosity & temperature. The “Turn-Down Ratio” shall be at optimum level. Flame Sensor should be provided for detecting the flame
10. **Feed Water System**
11. Feed water pump shall be Boiler mounted electrically driven multistage centrifugal water pump having suitable capacity preferably vertical type with Self contained piping.
12. Construction of pump material shall be corrosion resistor and withstand high temperature (approximately 125 deg C), preferably Stainless Steel.
13. Stand by Pumps shall also to be provided.
14. Separate individual Disc check valve with SS internals shall be provided both pumps.
15. Water pumps shall be driven by suitable rated motors and with starter and all accessories.
16. **Fuel Oil Pumping, Heating & Filtering System (Furnace Oil System)**
17. The electrical / Steam (if possible Both option) Oil pre-heating system shall be provided for 100% pre-heating for the rated boiler capacity.
18. Fuel Pumps Shall be positive displacement type gear pumps (1W + 1S).
19. Self contained piping shall be provided with necessary Isolating, Non-Return Valves and Traps.
20. 2 Nos of bucket type duplex filter having 80 mesh size and isolation valves shall be provided for screening and re circulation of oil.
21. Both the FD fans and Oil pump shall be driven by suitable rated motors and with starter and all accessories.
22. Variable load automatic fuel oil firing shall be provided.
23. **Blow down System**
24. Manual and Automatic Blow down control facility with suitable Blow down valve shall be provided.
25. Operation control of the Automatic blow down system shall be based on the TDS level and Conductivity.
26. **Valves & Instruments**

Following Valves & Instruments shall be provide for proper control of the whole system.

1. Boiler main Steam stop valve.
2. Suitable type pressure safety valve preferably spring loaded type safety valve
3. Pressure Gauge with isolating valve.
4. Water level controller with isolating valve.
5. Sight glass assembly for water level indication.
6. Check valve for feed water pumps.
7. Auxiliary valve.
8. **Safety Controls & Instruments**

Following systems shall be provide for the safety of the system.

* 1. Water Level Controller: For High, Low and Extra low water level.
  2. Automatic Modulating Mechanism: For adjusting the quantity of fuel and air depending upon the variable load condition.
  3. Fuel oil temperature indicator: For monitoring the temperature of the fuel oil.
  4. Pressure Gauges with suitable control valve: For monitoring the boiler steam pressure.
  5. Pressure switch for burner interlock.
  6. Steam to Fuel Ratio Monitoring System.
  7. Gauge Glass: For water level monitoring.
  8. Indicating lamps and Alarm: For failure of feed water pump, Burner flame, boiler low water level, damper closed position etc.
  9. Interlocking of the feed water pumps and water level in the boiler

1. **Fuel Oil tank**

Existing Fuel oil tank (Day tank) shall be used for new Boiler

1. **Feed water collection tank(Overhead tank)**

Existing Water tank shall be used for new Boiler

1. **Main & Control Panel**

Panel enclosure shall be non-compartmentalized made up with CRCA sheet with front access. The power & control physically separated and housed inside same panel. The sequential logical operations shall be with a Micro-controller or PLC. The control panel consists of metering, protections and annunciations complete with wiring. Necessary interlocks shall be done in the control circuit for the safety operation of the entire system. It should contain all necessary switchgears, safety alarms/interlocks and Burner Management System. The panel shall have main isolator switch and individual feeders shall be provided with Contactors, Relays, etc complete and factory tested. The panel shall have necessary indication and annunciation displays. Indication Lamps shall be provided for healthiness of power supply, status of motors, trip indication, etc. and these lamps shall be of LED type. Push Buttons shall be provided for ON & OFF- Green for ON and Red for OFF. Cable entry shall be bottom side. This panel shall be mounted on the Boiler itself at the eye view level.

1. **Electrical Cabling and Motors**

Cables shall be 1100 V grade, PVC Sheathed XLPE/PVC insulated and GI armored type. Control cables shall be multi-strand copper conductors of minimum 1.5 sq.mm and Power cables shall be coloured (R,Y&B) type. Complete cabling shall be in the scope of the contractor. Cables shall be routed through cable trays.

All motors shall be 3 phase energy efficient (EFF-1) squirrel cage induction motors, TEFC, IP-55, class ‘F’ insulation.

# Protections

The following safety protection tripping/ Alarm / Indication shall be provided in the system.

1. Boiler Water Level low- Alarm & Burner Trip
2. Boiler Water Level Extra Low- Alarm & Burner Trip
3. Flame Failure- Alarm & Burner Trip
4. Flue Gas Temperature High- Alarm & Burner Trip
5. Burner Return Oil Pressure High- Alarm & Burner Trip
6. Fuel Oil Temperature Low- Alarm & Burner Trip
7. Combustion Air Pressure Low- Alarm & Burner Trip
8. Steam Pressure High- Boiler Pressure Release

Above mentioned are preliminary interlocks and manufacturer additional trippings during detailed designing stage.

1. **Chimney**

Existing chimney shall be used for the proposed boiler. Necessary ducting from boiler to the chimney will be done by HLL. Drawing of existing chimney shall be given to the successful bidder.

# Battery Limits & Scope Discrimination

* 1. Feed Water Line : At the inlet valve of the feed water Pumps.
  2. Fuel oil Line: At the inlet valve of the pumping line in the skid.
  3. Blow down water Line : Outlet flange of blow-down valve.
  4. Steam line : At the Out let of Boiler.

(Boiler to Main Steam Header shall be in the scope of HLL)

* 1. Power : Isolator for incoming power on control panel.
  2. Compressed Air : At the Inlet of Compressed Air in the Boiler/Control Panel
  3. All battery limit flanges for low pressure steam will be as per ANSI B 16.5 150# and high pressure steam will be as per ANSI B 16.5 ASA 300#.

h. Following utilities will be available at battery unit

i. Electricity : 415V ± 10%, 50Hz, 3 Ph, 4 wire, AC

ii. Instrument Air : 4.0 to 5.5 kg/cm2, at 40 Deg.C dew point, oil free.

1. **Scope and Responsibilities**

|  |  |
| --- | --- |
| **SCOPE** | **RESPONSIBILITY** |
| **Boiler,** 2 TPH (F & A 100 Deg C) operating at 10 kg/cm2 (g) | SUPPLIER |
| **Burner**, FO Fired | SUPPLIER |
| **Air Pre heater** | SUPPLIER |
| **Oil Pumping & Heating System for FO** |  |
| Oil Pumps | SUPPLIER |
| Duplex Filter | SUPPLIER |
| Pressure Reducing Valve | SUPPLIER |
| Piping & Skid | SUPPLIER |
| **MS Chimney( Existing)** | HLL |
| **Boiler Efficiency Monitoring System (Optional)** |  |
| Temperature transmitters | SUPPLIER |
| Oil Flow Meter | SUPPLIER |
| Feed Water Flow Meter | SUPPLIER |
| Automatic Blowdown Control System | SUPPLIER |
| **MS Ducting** |  |
| Boiler to Chimney | HLL |
| **Feed Water Piping** |  |
| Feed Water Tank to Boiler Feed Water Pumps | HLL |
| Feed Water Pump to Boiler | HLL |
| **Oil Piping** |  |
| Oil Piping from Main Storage Tank to DOT Inlet | HLL |
| Oil Piping from DOT to OPH/ OPH to Burner | SUPPLIER |
| **Other Piping** |  |
| Safety Valve Exhaust Piping | HLL |
| Drain Piping | HLL |
| Blow down Piping | HLL |
| **Steam Line pipe** |  |
| From Boiler to Steam Header | HLL |
| Steam Piping from Main Steam Stop Valve | HLL |
| **Control Panel AND Electrical & Instrumentation** |  |
| BMS Control Panel for Boiler | SUPPLIER |
| Cables/ Cable Trays/ Conduits for Boiler | SUPPLIER |
| Field & Equipment Mounted Instruments | SUPPLIER |
| Electrical power at the Incomer of Control Panel | HLL |
| Inspection & Statutory Approvals | SUPPLIER |

# Inspection, Testing & Approval

Boiler fabrication shall be subject to inspection & testing in accordance with latest revision IBR. Manufacturer shall ensure that the boiler will meet the requirements of statutory bodies such as Department of Factories and Boilers, Pollution Control Board, etc. wherever applicable.

Stage inspections shall be carried out by the customer (HLL) or the representative of the customer for ensuring the quality of the workmanship.

All the statutory tests including hydro-test shall be carried out at the works of the manufacturer before dispatch.

Simulation test of boiler control panel shall be carried out in presence of customer’s representative at the place of manufacture before delivery.

All the guaranteed parameters shall be demonstrated by the manufacturer at the standard operating condition.

Efficiency of the Boiler shall be demonstrated as per standard BS:845 Part I.

Erection & Commissioning of all the items under the scope of supply of this said offer.

Obtaining approval from statutory bodies for provisional firing order shall be in the scope of the supplier.

Copies of all IBR documents shall be submitted by the supplier after successful completion of the work.

Necessary trail runs and performance tests shall be done by the supplier at the site as per BS 845 Part II.

Boiler efficiency shall be tested and the following parameters shall be checked.

1. Oxygen %
2. Stack temperature
3. Stack losses%
4. Enthalpy Losses%
5. Boiler efficiency%
6. Steam temperature & pressure
7. Total steam Generation ( Density compensated )
8. Direct steam to fuel ration
9. Blow down losses TDS based system
10. Computation unit & Trending software
11. **Recommended Makes**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Item Description** | **Make** |
| 1 | BOILER STEAM DRUM PLATE | SAIL / JINDAL / MITTAL |
| 2 | BOILER TUBES | TISCO |
| 3 | BURNER | OILON / BENETONE / FOBES MARSHALL / NUWAY / REILLO |
| 4 | FEED WATER PUMP | GRUNDFOS /WILO / SAMSON |
| 5 | PLC / SEQUENCE CONTROLLER | ABB / YOKOGAWA / MITSUBISHI /ALLEN BRADELY / FOBES MARSHALL |
| 6 | SAFETY VALVE | SEMPELL / FLAINGER LESSER / FORBES MARSHALL/ BDK/ AUDCO |
| 7 | AUXILIARY VALVE (GLANDLESS PISTON VALVE) | AUDCO/FORBES MARSHALL/BDK/RK |
| 8 | BALL CONTROL VALVES | BDK/ FORBES MARSHALL /AUDCO |
| 9 | GLOBE CONTROL VALVES | AUDCO/BDK/ KITZ |
| 10 | NON RETURN VALVE (NRV) | DANFOSS/FORBES MARSHALL / BDK /AUDCO |
| 11 | MAIN STEAM STOP VALVE (GLANDLESS PISTON VALVE) | AUDCO /FORBES MARSHALL /BDK /KITZ |
| 12 | SIDE MOUNTED DRUM WATER LEVEL CONTROLLER | MALHOTRA BROS./KDG |
| 13 | PRESSURE SWITCHES | HONEYWELL / DANFOSS / INDFOSS / SWITZER |
| 14 | TRANSMITTERS | ROSEMOUNT / HONEYWELL |
| 15 | PRESSURE & TEMPERATURE GAUGES | WAREE FORBES MARSHALL /H.GURU / GIC / RADIX |
| 16 | FAN/BLOWER | LAXMI / NADI |
| 17 | AUTOMATIC BLOWDOWN CONTROL SYSTEM. | FORBES MARSHALL / SPIRAX / /ROSEMOUNT / HONEYWELL |
| 18 | DCV | SPIRAX |
| 19 | THERMO COUPLES | RADIX/NUTECH |
| 20 | ELECTRICAL MOTORS | SIEMENS / ABB / BHARAT BIJILEE / CROMPTON GRAVES |
| 21 | ELECTRICAL SWITCH GEARS | SIEMENS |
| 22 | VARIABLE FREQUENCY DRIVE | ALLEN BRADELY / MITSUBISHI / FUJI |
| 23 | ROTARY SWITCHES | SIEMENS / L&T / SALZER |
| 24 | VOLTMETER / AMMETER | CONZERVE / RISHAB / MECO |
| 25 | CABLES | FINOLEX/LAPP/GLOSTER/NICCO |
| 26 | PUSH BUTTONS | SIEMENS/ L&T |
| 27 | INDICATION LAMPS | TECNIK / SIEMENS / BCH / L &T |
| 28 | INSULATION | ROCKWOOL MATRESS |
| 29 | FLOW METERS (WATER) | ANAND ASAHI/CHEMBAL |
| 30 | FLOW METERS (FURNACE OIL) | THOSHNIWAL / HONEYWELL / YOKOGAWA |
| 31 | STEAM FLOW METER | FORBES MARSHAL / ROSEMOUNT / YOKOGAWA |
| 32 | FLAME SENSOR | YOKOGAWA / HONEYWELL / LANDIS & GYR/ FORBES MARSHAL |
| 33 | TEMPERATURE CONTROLLER | FUJI / YOKOGAWA |

Prior approval shall be accorded from HLL for any deviations from approved make before executing the work.

# GUARANTEE

The boiler supplier shall guarantee the following

1. The complete system of boiler shall be guaranteed for a period of 12 months form the date of handing over.
2. Performance guarantee runs shall be conducted as per BS 845 part I – 1987 indirect test method – after one month of continuous trouble free operation.
3. Any defect due to faulty material / bad workmanship shall be rectified at free of cost to the entire satisfaction of the purchaser.
4. All guarantees from equipment suppliers will be vested in the client.
5. **Special Conditions**
6. The works shall be executed in the presence of competent supervisor.
7. All the materials such as Welding machine, Tools & Tackles required for the work shall be arranged by the contractor.
8. **Spares:-** List of Critical Spares shall be attached in the technical bid and their rates for 2 years shall be attached in the price bid.
9. **Civil Works:-** All the civil works will be arranged by HLL. For which necessary drawings shall be submitted by the supplier.
10. **Drawings & Operation Manual:-** All the drawings such as P&I Diagram, General Arrangements (GA) Drawing, Foundation Drawings of Boiler, Schematic Line Diagram (Electrical), etc. shall be got approved by HLL before executing the work. Three copies of Drawings & Operation Instruction manual shall be submitted by the supplier after commissioning of the system.
11. **Completion Period:-** The work shall be completed within the period of SIX MONTHS.
12. **ERECTION & COMMISSIONING:**
13. The proposed boiler is to be erected in the Boiler House.
14. All structural work for boiler installation and commissioning shall be in suppliers scope. All materials required for above jobs are to be arranged by the supplier.
15. IBR inspection, registration, approvals and necessary certification for continuous operation of boiler in HLL's premises shall be in the scope of Supplier.
16. Piping and Utility Lines up to battery limits mentioned in clause 8 of technical specification shall be arranged by HLL.
17. The entire boiler system including mountings, accessories, equipment, etc. supplied by the vendor should be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning. Performance guarantee runs shall be conducted as per BS-845 part I – 1987 indirect test method-after one month of continues trouble free operation by the supplier.
18. Preparation of Drawings such as terminal point layout, foundation details, boiler wiring, P&I diagram, General and detailed assembly drawings, duly certified by the competent authority wherever required by the supplier.
19. Training should be given to HLL personnel for equipment operation, maintenance and troubleshooting by the supplier.
20. Shell of Boiler should be coated with one coat of primer and one coat of heat resistant black paint. External surface of hot insulation should be given one coat of primer and paint of chlorinated rubber base (color Gray).
21. Sub Vender list for all supply items should be indicated in the manual**.**
22. The boiler shall be designed in such a way that the existing chimney can be connected to the Boiler. Inter connection ducting work shall be arranged by HLL (Drawing attached as annexure -III)

# PERFORMANCE CRITERIA

#### Basis of design:

* Capacity: 2000 Kg/hr
* Quantity: 1 No.

##### **Fuel**:

Furnace oil

* Density @ 15 deg C -- 0.94 to 0.98 Grams/Ml.
* Kinematic Viscosity -- 150 - 200 cst @ 50 deg c (max)
* Net calorific value -- 9650 Kcal/kg

**Water**

Feed water specification as follows as per IS 10392 –1982

* PH value 8.5 to 9.5
* TDS 400 PPM (max)

Boiler Water specification as per the IS 10392 –1982

* Total Alkalinity 700 PPM max.
* PH 11 to 12
* TDS 3500 PPM max.

**Efficiency**

* Efficiency shall be demonstrated as stipulated in the scope of work as per the standard BS: 845 Part 1 - indirect method.

**SECTION VI**

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED

BY THE MANUFACTURER

**(Please attach detailed pro-forma incorporating the information given below)**

BID NO……………………….

DATE OF OPENING……..

NAME OF THE BIDDER:……………………………………..

(Note: All details should relate to the manufacturer for the items offered for supply).

1. Name & Full address of the Manufacturer

(a) PAN No (b). ECC Code (c) IEC if applicable

(d) CST No (e) TIN No (f) Any other details

2. (a) Telephone No.: Office/Factory/Works

(b) Fax No.: Office/Factory/Works

(c) e-mail address

1. Location of the manufacturing factory
2. Details of important Plant & Machinery functioning in each dept..
3. Details of the process of manufacturer in the factory
4. Details & stocks of raw materials held
5. Production capacity of item(s) quoted for, with the existing Plant & Machinery

7.1 Normal 7.2 Maximum

1. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
2. Details of staff:

9.1 Details of technical supervisory staff in charge of production & quality control

* 1. Production: Managers/engineers/ officers/supervisors
  2. QA / Q.C :Managers/engineers/ officers/supervisors
  3. Skilled labor employed
  4. Unskilled labor employed
  5. Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.

1. Whether Goods are tested to any standard specification? If so, copies of specifications & original test certificates should be submitted.
2. Whether bidder is willing to keep minimum stock of the item? If yes, how much can be kept?

12. What is the lead-time for execution of order for mentioned quantity of the item?

**SECTION VII**

**PROFORMA FOR PERFORMANCE STATEMENT**

Proforma for Performance Statement (for a period of last 5 years)

Bid No. HLL/AFT/PUR/BOILER/2015-16

Name of the firm:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Order placed by  (Full Address of  Purchaser) | Order  No.  and  Date | Description | Quantity of  ordered | Value  of order | Date of  Completion  of Supply & Installation | Remarks  indicating  reasons for late  delivery, if any | Has the equipment  been satisfactorily  functioning  (Attach a certificate from the Purchaser) |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

Signature and Seal of the Bidder ...................................

.

**SECTION VII (a)**

**ANNEXURE-I**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| DETAILS OF MAJOR INSTALLATIONS OF SIMILAR CAPACITY BOILER SUCCESSFULLY COMMISSIONED BY THE TENDERER AS PRIME CONTRACTOR DURING THE LAST 3 YEARS | | | | |
| Sl. No. | Name of Client with full address, telephone numbers and nature of work | Project details | Value of works completed  (in lakhs) | Period of Completion with dates  (in months) |
|  |  |  |  |  |

SIGNATURE OF BIDDER

**SECTION VII (a)**

**ANNEXURE – II**

|  |  |  |  |
| --- | --- | --- | --- |
| **DETAILS OF ONGOING INSTALLATIONS OF LARGE VOLUME PARENTRAL STERILIZATION SYSTEMS** | | | |
| Sl. No. | Name of Client with full address, telephone numbers and nature of work | Project details | Value of works  (in lakhs) |
|  |  |  |  |

**SECTION VII(a)**

ANNEXURE-III

**DETAILS OF ORGANIZATION**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Sl.No | Name & Postal Address | Date of Birth | Qualification | Total experience in years | Name of organization served showing position held and period of service in each position |
| 1.  2 | A.ENGINEERING PERSONNELS |  |  |  |  |
| 3.  4 |  |  |  |  |  |
| 5.  6 |  |  |  |  |  |
| 1.  2 | **B.MANAGEMENT (NON TECHNICAL)** |  |  |  |  |
| Attach an organization chart and resumes of all key technical persons for this project with their consent letters to work for this project. | | | | | |

**SIGNATURE OF BIDDER**

**SECTION VII (a)**

**ANNEXURE IV**

**BIDDER'S EQUIPMENTS**

LIST OF EQUIPMENTS

|  |  |  |  |
| --- | --- | --- | --- |
| SL.NO | EQUIPMENTS | NOS.AVAILABLE | NOS.PROPOSED TO BE DEPLOYED IN THIS PROJECT |
|  |  |  |  |

**SIGNATURE OF BIDDER**

**SECTION VII**

**ANNEXURE V**

# TECHNICAL SPECIFICATION TO BE ATTACHED

|  |  |  |
| --- | --- | --- |
| **1.1** | **PACKAGE BOILER** |  |
| a. | Manufacturer (Make) |  |
| b. | Model |  |
| c. | Rated Capacity (TPH) |  |
| d. | Operating Pressure kg/cm2 |  |
| e | Thermal Efficiency |  |
| f | Type |  |
| g | SFR (Steam Fuel Ratio at operating Pressure) |  |
| g | Make of all electrical & mechanical items used, to be specified |  |
| **1.2** | **MICROPROCESSOR** |  |
| a. | Indicate-point wise display system etc. |  |
| b. | Interface with BMS |  |
| c. | Safety devices detail |  |
| d | Make & Model:- |  |
| **1.3** | **GENERAL** |  |
| a. | Overall Dimension (M): LxBxH |  |
| b. | Service Clearance required (M) LXBxH |  |
| c. | Size of Foundation (M) LxBxH |  |
| d. | Net weight (Kg) |  |
| e. | Shipping Weight (Kg) |  |
| f. | Noise Level (d BA) |  |
| g. | Applicable Voltage and Hz |  |
| h. | Maximum Running Current (A) |  |
| i. | Total Power Consumption (KW) |  |

**SECTION VII (a)**

ANNEXURE VII

CERTIFICATE

I / we hereby certify that the information given with this bidding document is correct. If, at any stage, it is found to be incorrect, I / we understand that the contract will be liable to be terminated and action could be taken against me/us by the Company for damages.

SIGNATURE (S) OF BIDDER

(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)

**SECTION VII (b)**

## HLL LIFECARE LIMITED

**Akkulam Factory**

**THIRUVANANTHAPURAM-695017**

HLL/AFT/PUR/BOILER /2015-16

**INDEMINITY CLAUSE**

If the supplier fails to execute the order within the time prescribed for the Design, Manufacture, Supply, Installation, Validation and Commissioning of PACKAGE BOILER ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all loses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of PACKAGE BOILER at agreed quantity and rate with in the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. Responsiveness of the Bid shall be at the discretion of HLL.

The supplier shall have no right to change the quantity stipulated in the supply order.

Bid pronounced Non Responsive by HLL shall be summarily rejected.

The decision of HLL will be final and no correspondence of this shall be entertained.

We have read and understood the above conditions and agree to abide by the same.

PLACE: NAME AND SIGNATURE OF THE APPLICANT

DATE: (WITH OFFICE SEAL)

**SECTION VII (c)**

## HLL LIFECARE LIMITED

**Akkulam Factory**

**THIRUVANANTHAPURAM-695017**

HLL/AFT/PUR/BOILER/2015-16

#### DECLARATION

We confirm having read and understood all the specifications, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

SEAL OF THE APPLICANT

SIGNATURE

NAME AND ADDRESS OF APPLICANT

**PART B**

**SECTION VIII**

PRICE BID FORM

Date :..............................

IFB NO: HLL/AFT/PUR/BOILER/2015-16

To:

**HLL Lifecare Limited,**

**Akkulam Factory,**

**Sreekariyam P.O.**

**Thiruvananthapuram – 17**

Dear Sir

Having examined the Bidding Documents including Addenda Nos......................, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver...........................................(Description of Goods and Services) in conformity with the said Bidding Documents for the sum of.............................. (Total Bid amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We agree to abide by price per unit mentioned in price schedule, for the bid validity period specified in the bid document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that we comply with the eligibility requirements as per ITB Clause 1 of the bidding documents.

Dated this ....... day of ............................ 20 ......

*(signature)*

*(in the capacity of) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION IX**

**PRICE SCHEDULE I (a)**

**(For Supply Part)**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| S.No. | Item Description | Quantity | Brand/Model  **Country of Origin** | Ex-factory price (**Basic Unit Price** exclusive of all levies & charges) | Packing and forwarding | Excise Duty | | Sales  Tax | | Freight & Insurance | | Others,if any | Unit Price  (ColumnNo. E+F+H+J+L+M) | TOTAL AMOUNT |
| % | Amt. | % | Amt. | % | Amt. |
| A | B | C | D | E | F | G | H | I | J | K | L | M |  |  |
| 1 | 2 TPH PACKAGE BOILER |  |  |  |  |  |  |  |  |  |  |  |  |  |

***\*\* Detailed split up rate details may also be incorporated along with your offer.***

**Seal and Signature of the bidder**

**SECTION IX**

**PRICE SCHEDULE I (b)**

**(For Installation testing and commissioning)**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| S.No. | Item Description | Quantity | **Price** inclusive of all levies & charges | service Tax | | Unit Price | Total Amount |
| % | Amt. |
| A | B | C | D | E | F | K |  |
| 1 | 2 TPH PACKAGE BOILER | 1 Nos |  |  |  |  |  |

***\*\* Detailed split up rate details may also be incorporated along with your offer.***

**All other Statutory levies, such as Taxes, duties, KVAT, VAT, WCT, IT, ST & PF, ESI of your work men etc (are inclusive) will be deducted from bill, as applicable.**

**Seal and Signature of the bidder**

**SECTION X**

**CHECK LIST**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Documents** | **Page No.** | **Remarks** |
| 1 | Tender fee(in case of download)/EMD in the form of DD drawn in favor of HLL Lifecare Limited, Payable at Thiruvananthapuram |  |  |
| 2 | Copy of Receipt of payment against the purchase of tender document/ DD against the purchase of tender document (in case downloaded from website) |  |  |
| 3 | Market standing certificate to prove that the bidder manufactures the quoted items for the past FIVE years |  |  |
| 4 | Duly attested copy of factory license/ Industrial license |  |  |
| 5 | Duly attested copy of sales tax registration certificate |  |  |
| 6 | Duly attested copy of document to prove the legal status, place of registration and principal place of business of the undertaking |  |  |
| 7 | Duly attested copies of quality certificates for the products and quality system certifications |  |  |
| 8 | Copy of Balance sheet for the past three financial years, duly certified by a chartered accountant |  |  |
| 9 | Copy of Profit & Loss Account for three years certified by chartered accountant |  |  |
| 10 | Duly filled proforma showing details of Equipment and Quality Control employed by the manufacturer as per section VII |  |  |
| 11 | Proforma for Performance Statement (for a period of last FIVE years) as per Section VIII |  |  |
| 12 | Self attested statement showing financial capability necessary to perform the Contract |  |  |
| 13 | Self attested statement showing technical and production capability necessary to perform the Contract as per Section VI |  |  |
| 14 | Client's Certificate as per Section VI |  |  |
| 15 | Product brochure literature, write up etc. |  |  |
| 16 | Item-by-item commentary (compliance statement) on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications |  |  |
| 17 | The letter of authorization indicated by written power-of-attorney |  |  |
| 18 | Spare parts and after sales service facilities in India |  |  |
| 19 | Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor |  |  |
| 20 | Annual turnover statement for last three years certified by the Auditor |  |  |
| 21 | List of items quoted (without prices) |  |  |

**SECTION XI**

###### STAMP PAPER AGREEMENT

AN AGREEMENT made this the \_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_2016 between M/S\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

here in after called the SUPPLIER  which expression shall include  its executors, administrators, legal representative and assigns of the first part and **M/S. HLL LIFECARE LIMITED** (here in after called the PURCHASER) of the second part. WHEREAS the PURCHASER is desirous of ------------------------------------------------------- at ------------------------------- as per Drawings & specification the Purchaser and the SUPPLIER has/have by his/their tender dated \_\_\_\_\_\_\_\_\_\_\_ as amended by the SUPPLIER's letter no.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated\_\_\_\_\_ after negotiation offered to execute and fully complete the Design, fabrication, supply, Erection, validation, commissioning and handing over of 2TPH PACKAGED HORIZONTAL FIRE TUBE BOILER in the PURCHASER'S Premises for the Purchaser as set forth in the tender or as amended   and the schedule Bill  of Quantities, Specification of Items, ISI specification, drawings, special conditions of the contract ,scope & performance schedule and general conditions of the contract, according to the terms and conditions contained there  in for a total  sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and the PURCHASER has accepted such item rate/percentage rate/Lump sum tender in  terms  of  its letter no. /dtd.\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

.\_\_\_\_\_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIG.OF THE SUPPLIER SIG.OF THE PURCHASER

**NOW THIS AGREEMENT WITHNESSETH AS FOLLOWS**

1. The SUPPLIER covenant/s and agree/s with the PURCHASER that the SUPPLIER/S with in the time of ------ Months from the date stipulated in the acceptance letter shall execute and fully complete all the works specified described or referred to in and by the said tender or as amended according to the true intent and meaning of the said tender or as amended and as per the Scheduled Bill  of Quantities, Specification of Items, ISI specification, drawings, special conditions of the contract ,scope & performance schedule and general conditions of the contract.
2. The SUPPLIER covenant/s and agree/s with the PURCHASER to truly observe perform fulfill & submit to the said terms obligations and conditions referred above. Incase the SUPPLIER fails to execute the work in the manner described in the condition of Contract or stops the execution of work or fails to carry out the works to the satisfaction of the PURCHASER with respect to quantity, quality and time schedule or abandons the work or becomes bankrupt then the PURCHASER will have right to terminate the contract and get the remaining work executed at the risk and cost of the SUPPLIER. It is agreed that time is of the essence of this contract. Incase the work is not completed in the manner mentioned above to the complete satisfaction of the PURCHASER in every  respect within the aforesaid time limit of ------ months from the date stipulated in the Work Order the SUPPLIER/S agree/s to pay compensation of ½% of the value of the contract sum for each week of delay beyond the date stipulated for completion subject however to a maximum of 7.5% of the total value of the Contract sum.
3. In consideration of the satisfactory work executed by the SUPPLIER/s with the provisions as stated above the PURCHASER covenant/s with the SUPPLIER/S that it will pay to the SUPPLIER/S from time to time in accordance with the Schedule Bill of quantities and various terms and conditions as contained in General Conditions of the contract, provided always that whether or not a work is satisfactory shall be decided by the PURCHASER and its decision in this behalf shall be final and binding.
4. Sales Tax by whatever name and in whatever from it may be in all cases shall be the SUPPLIER'S responsibility. Income Tax, VAT, Work Contract Tax & Taxes in pursuance of Sales Tax amendment and  validation ordinances and or the Act thereof and or other amendments as may be made from time to time or taxes as result of subsequent orders/ordinances/acts as issued by the State or Central Govt. from time to time shall be borne by the SUPPLIER/S.
5. The SUPPLIER shall abide by and shall be responsible for all statutory provisions of the Law such as labour laws & safety regulations etc.
6. This agreement further withnesseth that the SUPPLIER/S hereby covenant/s with the PURCHASER that in the event of the non fulfillment in any respect by the SUPPLIER/s of the said covenant/s terms, agreements, obligations and conditions on the part of the SUPPLIER/S, the SUPPLIER shall pay on demand to the PURCHASER all losses, damages, costs, charges and expenses as the PURCHASER may be directly or indirectly put to in consequence of such non fulfillment of contract by the SUPPLIER/S.
7. In the event of any dispute arising out of or in connection with the arbitration proceedings, or any proceedings being taken subsequent to the arbitration proceedings, it is further agreed that only the courts in Thiruvananthapuram, Kerala shall have the sole jurisdiction in the matter.
8. The following documents are deemed to form part of the agreement, namely the tender, the priced bill of quantities, the drawings issued for the work, General Conditions of the Contract, Specification of Items, ISI specification, drawings, special conditions of the contract ,scope & performance schedule all of which for the purpose of identification have been signed on behalf of the PURCHASER and by the SUPPLIER/S. The relevant ISI will also form part of this agreement. The letter of Acceptance and their amendment etc. shall also form part of the agreement.
9. The agreement further withnesseth that the SUPPLIERS is responsible for any accident or other compensations payable to the workmen employed by and working under the control of SUPPLIERS, that the PURCHASER has no liability in the matter and that if any payment would have to be made by the PURCHASER, the same shall be reimbursed by the SUPPLIERS on demand and or recovered from the dues of the SUPPLIERS. In witnesses whereof the said parties here to have here unto set their hands.
10. The PURCHASER is the sole owner of the technology, equipment specification and drawings given along with the bidding document and to be given to the SUPPLIER. The details given to SUPPLIER should be kept confidential and should not be used for any other purpose or should not be used or transferred to third party.

**FOR & ON BEHALF OF HLL LIFECARE LIMITED,**

SIG.OF THE PURCHASER

SIGN.OF THE SUPPLIER

Date:

Witnesses: Witnesses:

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_