HLL LIFECARE LIMITED

(A Government of India Enterprise)

AKKULAM PLANT, SREEKARIYAM P.O,

# THIRUVANANTHAPURAM-695017

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### INVITATION FOR BID

# FOR

SUPPLY, ERECTION, VALIDATION & COMMISSIONING OF HVAC SYSTEM

IN CU – T & SHUNT CHANGE ROOMS

AT

AKKULAM FACTORY

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**PART 1**

**SECTION I**

**INVITATION FOR BIDS (IFB)**

1. Sealed and super scribed tenders under two bid systems are invited from vendors for Supply, erection, validation & commissioning of HVAC system in CU – T & SHUNT change rooms at HLL Lifecare Limited, Akkulam Plant.

|  |  |  |  |
| --- | --- | --- | --- |
| Name of work | Tender No | EMD | Date & Time of Opening of Technical bids |
| Supply, erection, validation & commissioning of HVAC system in CU – T & SHUNT change rooms | **HLL/AFT/CHANGE ROOM/ HVAC** | **Rs.50,000/- in the form of a DD drawn in favour of M/s.HLL LIFECARE LIMITED, and payable at Thiruvananthapuram from a nationalized bank** | 09/12/2016 at 15.30 Hrs |

1. A complete set of bid documents can be had from the office of the JGM (Materials), HLL Lifecare Ltd, Engineering Division, Akkulam, Thiruvananthapuram – 695 017, Kerala, India during office hours on any working day on submission of written application. application and remitting a non-refundable fee of Rs. 520/- (including taxes) by cash at HLL Lifecare Limited, Akkulam, Thiruvananthapuram or in the form of Demand Draft drawn in favour of “HLL LIFECARE LIMITED” payable at Thiruvananthapuram, Kerala, India.

The bid documents will be available up to 15.00 Hrs. on the previous day of the Opening of the bids.

1. Date of issue of bid document: 24/11/2016
2. Last date and time for receipt of bids: 09/12/2016 at 15.00 Hrs
3. Date and time of opening of bids: 09/12/2016 at 15.30 Hrs
4. Address for communication, receipt and Place of opening of bids:

Joint General Manager (Materials),

HLL LIFECARE LTD,

(A Government of India undertaking)

AKKULAM, SREEKARIYAM.P.O

THIRUVANANTHAPURAM – 695 017

KERALA, INDIA

Ph. 2445930, Fax: (0471) 2445935

1. The completed bid documents and all schedules should be submitted to JGM (Materials), in the above address along with sealed bids and the EMD. Bids received after due date and time will be rejected. Any bid not accompanied by EMD will be rejected.
2. Technical Bid and Price Bid shall be submitted in sealed covers separately. Tender Number shall be super-scribed on Technical Bid and Price Bids both covers in order to clearly identify between the 2 Bids. The two separately marked Bids enclosed in a single cover with the respective Tender Number written thereon, complete in all respect and sealed, addressed to the JOINT GENERAL MANAGER (Materials), HLL Lifecare Limited, Akkulam Factory, Trivandrum – 695017, Kerala, India should reach us on or before the due date and time mentioned in the Tender Notification. Tender brought to the office after prescribed time will not be accepted. HLL will not be responsible for any delay in transit of tenders sent by post.
3. Bids will be opened in the presence of Bidders representative(s) who wishes to attend on the specified date and time, at the office of HLL at the address given in Clause ‘3’ above.
4. In the event of the date specified for bid receipt and opening being declared as a closed holiday for HLL’s office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
5. The HLL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. HLL will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted. The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject / cancel the tender without assigning any reason thereof.
6. Amendments:

All amendments related to the tender shall be published in HLL web site

www.lifecare hll.com.

JGM (Materials)

### SECTION II

**INSTRUCTION TO BIDDERS**

1. **INTRODUCTION**
2. **Eligible Bidders**

The Eligibility criteria for the bidders is as per Qualification criteria

1. **Cost of Bidding**

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 HLL”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1. **BIDDING DOCUMENTS**
2. **Contents of Bidding Documents**

3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding documents include:

a. Instruction to Bidders (ITB);

b. General Conditions of Contract (GCC);

c. Special Conditions of Contract (SCC);

d. Technical Specifications & BOQ

e. Qualification criteria

f. Bid Form

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.

1. **Clarification of Bidding Documents**

4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the HLL in writing at the HLL’s mailing address indicated in the Invitation for Bids. The HLL 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 HLL. HLL’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.

1. **Amendment of Bidding Documents**

5.1 At any time prior to the deadline for submission of bids, the HLL 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 HLL may, at its discretion, extend the deadline for the submission of bids

1. **PREPARATION OF BIDS**
2. **Language of Bid**

The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the HLL, 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

1. **Documents Comprising the Bid**

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

1. **BID**
   1. **TECHNICAL**

The technical bid shall consist of the following documents.

1. EMD / Bid Security amountin 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
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. The information shall be filled in the technical specifications wherever necessary as per the instructions given.
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. Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if the bid is accepted;
8. Documentary evidence established in accordance with ITB Clause 12 that the equipment and ancillary services to be supplied by the Bidder shall conform to the Bidding Documents
   1. **PRICE BID**

a.) Duly filled Bid Form and BOQ.

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

1. **Bid Prices**

9.1 The prices shall be quoted for all items and shall be firm. The amount shall include all plant, layout, materials, all temporary works, supervision, taxes, duties, levies, insurance and every incidental and contingent cost and charges whatsoever required to complete the item of work in all respects conforming to related specifications, drawings etc.

* 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.

9.3 The prices quoted by the bidder shall be in sufficient detail to enable the HLL to arrive at the price of equipment/system offered.

1. **Bid Currencies**

10.1 Indian Bidders should quote in INR and overseas bidders should quote in USD.

1. **Documents establishing bidder’s eligibility and qualifications**

10.1 Pursuant to ITB Clause 8.1, 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 HLL’s satisfactions.

10.3 bidder has the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements. To this end, all bids submitted shall include the following information:

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

(ii) 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

1. **Period of Validity of Bids**

1 Technical Bid & Price Bid shall be valid for minimum one year

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

1. **Format and Signing of Bid**

1 The bidder shall prepare two copies 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.

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 un amended printed literature, shall be initialed by the person or persons signing the bid.

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

1. **Sealing and Marking of bids**

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

13.1 The bidders shall seal Technical bid and Price bid in separate inner envelopes, duly marking the envelopes as “TECHNICAL BID” and ‘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.

13.2 The inner and outer envelopes shall be addressed to the HLL 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” 15.00 Hrs. ON 09/12/2016”

(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 HLL will assume no responsibility for the bid’s misplacement or premature opening.

(d) Bids must be received by the HLL 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 HLL, the bids will be received up to the appointed time on the next working day.

(e) The HLL 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 HLL and bidders previously subject to   
the deadline will thereafter be subject to the deadline as extended.

1. **LATE BIDS**

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

1. **MODIFICATION AND WITHDRAWAL OF BIDS**

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 HLL prior to the deadline prescribed for submission of bids.

2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 15. 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.

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

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.

**E. BID OPENING AND EVALUATION**

**16. Opening of Bids by HLL**

1 The HLL will open all bids, in the presence of bidder's representatives who choose to attend, at 15.00 Hrs on 09/12/2016 at the following location:

**HLL Lifecare Limited,**

**Akkulam Factory,**

**Sreekariyam PO Akkulam Factory, Sreekaryam P.O. ,**

**Thiruvananthapuram -695 017**.

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 HLL, the bids shall be opened at the appointed time and location on the next working day.

3 The bidder’s names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the HLL, 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.

4 The HLL will prepare minutes of the bid opening

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 HLL.

6 The HLL will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. HLL 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 HLL’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.

**17. CLARIFICATION OF BIDS**

During evaluation of bids, the HLL 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 PRELIMINARY EXAMINATION**

1 The HLL 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.

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.

3 The HLL 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.

4 Prior to the detailed evaluation pursuant to Clause ITB 21, the HLL 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 HLL’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

**19. EVALUATION AND COMPARISON OF BIDS**

1 The HLL will evaluate and compare bids previously determined to be substantially responsive, pursuant to ITB Clause 20.

2 The HLL’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 Supply, erection, validation & commissioning of HVAC system in CU – T & SHUNT change rooms 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:

3 Pursuant to ITB Clause 21.2 the following evaluation methods will be applied:

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

(i) Inland transportation, insurance and other incidentals, for Supply, erection, validation & commissioning of HVAC system in CU – T & SHUNT CHANGE rooms costs will also be considered in the bid price.

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

**20. CONTACTING THE HLL**

1 No bidder shall contact the HLL 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 HLL it should do so in writing.

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

**F. AWARD OF CONTRACT**

**21. POST QUALIFICATION**

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 HLL deems necessary and appropriate.

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 HLL will proceed to the next lowest evaluated bid to make a similar determination of that bidder’s capabilities to perform satisfactorily.

**22. AWARD CRITERIA**

Subject to ITB Clause 28, the HLL 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.

**23. HLL’S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

The HLL reserves the right at the time of award of contract to increase or decrease the quantity of equipment and its parts and accessories, wherever applicable, and services originally specified in the bid document without any change in unit price or other terms and conditions

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

The HLL 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**

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

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

**26 SIGNING OF CONTRACT AGREEMENT**

The successful bidder has to sign a supply agreement is Kerala stamp paper worth Rs 100, the draft of which will be sent to the lowest responsive bidder, with a letter informing acceptance of bid. Within 20 days of receipt of the information regarding acceptance of the bid, the successful bidder shall sign the supply agreement and return it to the HLL.

**27.** Delays in supply, erection, validation & commissioning of HVAC system in CU – T & SHUNT CHANGE rooms

1 Delivery, Installation, Validation and Commissioning of the equipment and its parts and accessories shall be made by the Contractor 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 Contractor should encounter conditions impeding timely Supply, erection, validation & commissioning of HVAC system in CU – T & shunt change rooms, the Contractor shall promptly notify the HLL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the HLL shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without penalty.

2 A delay by the Contractor in the performance of its Delivery, Installation, Validation and Commissioning obligations shall render the Contractor 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.

3 If the Contractor 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 HLL shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in the purchase order.

, ST & PF, ESI of the work men etc (are inclusive) will be deducted from bill, as applicable.

**28. Completion period.**

The successful bidder has to Supply, erection, validation & commissioning of HVAC system in CU – T & SHUNT CHANGE rooms within **90 days** from the date of issue of work order/Letter of Indent

**29. Payment Terms**

1. 30% advance payment shall be released against BG (Bank Guarantee) from a scheduled bank valid for a period of One year or till completion ofDesign, Manufacture, Supply, Installation, Validation and Commissioning of the System.
2. 40% of the payment shall be released within 15 days, against receipt of goods at HLL site and certified by HLL Officials,
3. 20% of the payment shall be released after Installation, Commissioning and acceptance of the system by HLL Officials
4. Balance 10% will be retained as Retention Money which shall be released only after one year from the date of commissioning or against a Performance Bank Guarantee from a scheduled bank for an amount equivalent to 10% value of supply part, valid for a period of one year (warranty period) from the date of the issue of final machine commissioning and acceptance certificate issued by HLL.

###### **SECTION III**

###### **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 HLL and the Contractor 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 Contractor 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 Contractor is required to supply to the HLL 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 Contractor 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 HLL” means the Organization purchasing the Goods, as named in SCC;

(h) “The Contractor” 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 contractor at the required location mentioned in purchase order and accepted by the HLL.

**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**

3.1 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 Contractor shall not, without the HLL’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 HLL in connection therewith, to any person other than a person employed by the Contractor 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 Contractor shall not, without the HLL’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 HLL and shall be returned (in all copies) to the HLL on completion of the contractor’s performance under the Contract if so required by the HLL.

**5. PATENT RIGHTS**

5.1 The Contractor shall indemnify the HLL 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 HLL 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 HLL. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the HLL requires and where they are to be conducted. The HLL shall notify the Contractor 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 Contractor or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Contractor 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 HLL.

* 1. Should any inspected or tested Goods fail to conform to the specifications, the HLL may reject them and the Contractor shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the HLL.
  2. The HLLs 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 HLL or its representative prior to the Goods dispatched.

**7. PACKING**

7.1 The Contractor 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 HLL.

**8 DELIVERY AND DOCUMENTS**

8.1 Supply, erection, validation & commissioning of HVAC system in CU – T & SHUNT CHANGE rooms shall be made by the Contractor in accordance with the terms specified in the purchase order by the HLL. The details of dispatching and/or other documents to be furnished by the contractor are specified in the purchase order, if any.

**9. INSURANCE**

9.1 The Goods Supplied under the Contract shall be fully insured in Indian Rupees (as specified in work order / purchase order / contract) against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

**10. INCIDENTAL SERVICES**

10.1 The contractor 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 Contractor of any warranty obligations under this Contract; and

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

**11 SPARE PARTS**

1.1 As specified in the Special Conditions of Contract, the Contractor 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 Contractor:

(a) Such spare parts as the HLL may select to purchase from the Contractor, providing that this selection shall not relieve the Contractor 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 HLL of the pending termination, in sufficient time to permit the HLL to procure needed requirements; and

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

**12. WARRANTY**

12.1 The Contractor 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 contractor 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 HLL’s specifications) or from any act or omission of the Contractor, 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 HLL shall promptly notify the contractor in writing of any claims arising under this warranty.

12.4 Upon receipt of such notice, the Contractor 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 HLL

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

**13. PRICES**

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

**14. CHANGE ORDERS**

14.1 The HLL may at any time by written order given to the Contractor, 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 HLL;

(b) method of shipping or packing

(c) services to be provided by the Contractor.

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

**15. CONTRACT AMENDMENTS**

15.1 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.

**16. ASSIGNMENT**

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

**17. SUBCONTRACTS**

17.1 The contractor shall notify the HLL 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 Contractor from any liability or obligation under the contract.

**18. LIQUIDATED DAMAGES**

18.1 If the Contractor fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the HLL 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 HLL may consider termination of the Contract.

**19. TERMINATION BY DEFAULT**

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

(a)if the Contractor 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 HLL, or

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

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

**20. FORCE MAJEURE**

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

20.2 If a Force Majeure situation arises, the Contractor shall promptly notify the HLL in writing of such conditions and the cause thereof. Unless otherwise directed by the HLL in writing, the Contractor 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.

**21. TERMINATION FOR INSOLVENCY**

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

**22. RESOLUTION OF DISPUTES**

22.1 The HLL and the contractor 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 HLL and the Contractor 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.

22 .3 The jurisdiction of any disputes, suits and proceeding arising out of the tender shall be only in the court of Thiruvananthapuram

**23. GOVERNING LANGUAGE**

23.1 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.

**24. APPLICABLE LAW**

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

**25. NOTICES**

25.1 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

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

**26. TAXES AND DUTIES**

26.1 Contractors shall be entirely responsible for all taxes, duties, license fees, octroi etc., incurred until Supply, erection, validation & commissioning of HVAC system in CU – T & SHUNT CHANGE rooms to the HLL. However, Sales tax in respect of the transaction between the HLL and the Contractor shall be payable extra, if so stipulated in the Notification of Award.

**SECTION IV**

**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)**

(a)The Purchaser is HLL Lifecare Limited, Akkulam Factory, Thiruvananthapuram

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

2.1 The following inspection procedures and tests are required by the HLL; the contractor shall get inspected in manufacturer’s works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.

2.2 The HLL 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.

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

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

3.1 For delivery of HVAC systems at site, the insurance shall be obtained by the Contractor 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 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 Contractor 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.

**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 CHANGE room 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 HLL within the warranty period shall be rectified by the Contractor from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the HLL. Failing which the HLL has the right to levy penalty on the Contractor per day or part thereof for the equipment until the equipment are repaired and commissioned to the satisfaction of the HLL.

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

(a) 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)**

Technical Bid should accompany a DD drawn in favour of M/s.HLL LIFECARE LIMITED, and payable at Thiruvananthapuram for a sum of **Rs.50,000/-** towards Earnest Money Deposit. Failing which the Tender is likely to be summarily rejected.

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

Substitute Clause 13.1 of the GCC with the following:

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

**9. SUB CONTRACT (GCC Clause 17)**

Add at the end of sub-clause 17.1 the following:

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

**10. LIQUIDATED DAMAGES (GCC Clause 18)**

For delays: Substitute GCC Clause 18.1 by the following:

10.1 If the Contractor fails to deliver any or all of the equipment or perform of services within the time period(s) specified in the Contract, the HLL 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 HLL may consider termination of the Contract.

**11. RESOLUTION OF DISPUTES (GCC Clause 22)**

Add as GCC Clauses 22.3 and 23.4 the following:

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

1. In the case of a dispute or difference arising between the HLL   
   and a Contractor 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 HLL and   
   the contractor. 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. INSTALATION, VALIDATION & COMMISSIONING**

Supply, erection, validation & commissioning of HVAC system in CU – T & SHUNT CHANGE rooms shall be completed by the contractor in accordance with the terms and technical specifications made by the HLL.

**13. Operational Acceptance:**

1. **Performance Test:** The performance test shall be conducted by the contractor 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 HLL free of cost where required.

The bidder shall provide all training material and documents.

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

**15. ENCLOSURES TO BID:**

**15.1 Technical bid (Cover A)**

Technical Bid shall include duly filled up Tender documents along with

1. Tender document fee in the form of DD, drawn in favor of HLL Lifecare Limited, payable at Thiruvananthapuram, in case the document is downloaded from website.
2. Bid Security / EMD amount in form of DD, drawn in favor of HLL Lifecare Limited, payable at Thiruvananthapuram.

c) Duly attested copy of License, approved by the concerned Licensing Authority.

d) 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.

e) Authorization of senior responsible officer of the Company to transact business.

f) Annual turnover statement for last three years certified by the Auditor.

g) Copies of Balance Sheet and Profit & Loss Account for three years certified by the Auditors.

h) Self certified statement of the Installed manufacturing capacity of the Items quoted.

i) Qualification Criteria

j) Technical literature and other documents in support of the goods / services.

k) List of items quoted (without prices)

**15 .2 Price Bid (Cover B):**

**Price bid shall include**

a) Duly filled in Price Schedule (BOQ)

b) Bid Form

1. Price List of critical essential spares valid for 2 years from the date of SAT

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

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

**SECTION V**

TECHNICAL SPECIFICATION

1. **AIR HANDLING UNITS / FANS / BLOWERS / AIR WASHERS**
   1. **Air Handling Units**

The air handling units shall be state of the art design, factory manufactured, brand new, complete in all respects and conforming to the Specifications and in accordance with requirements of drawings and bill of quantities. All air handling units shall be provided as per BOQ

* 1. **Damper**

Dampers shall be opposed blade type. Blades shall be made of double skinned aerofoil aluminum sections of minimum 1.25 mm thickness with integral gasket and assembled within a rigid extruded aluminum alloy frame and bronze bearings. Dampers shall be lever operated and with locking device which will permit the dampers to be adjusted and locked in any position and clearly indicating the damper position.

* 1. **Motor**

Fan motors shall be energy efficient (Eff-1/IE2) and shall be 415±10% volts, 50 cycles, three phase, totally enclosed fan-cooled class ‘F’ with IP-55 protection.

* 1. **Isolators**

Vibration isolators shall be provided with all air handling units. Vibration isolators shall be anti-vibration springs or cushy foot mountings. Minimum vibration isolation efficiency shall be 90%.

1. **AIR DISTRIBUTION**
   * + 1. **Scope**

The scope of this section comprises supply, fabrication, installation and testing of all sheet metal ducts, balancing of all perforated sheets, grilles and diffusers, nuts, bolts, supports, gaskets etc. complete and duly installed conforming to relevant specified standards/codes. For this purpose, it is contractors responsibility to arrange at site all necessary equipment and necessary workforce.

* + - 1. **Factory Fabricated Ducting**

1. **Duct Material**

All Ducting material specification has been mentioned in BOQ

1. **Fabrication Standards**

All ductwork including straight sections, tapers, elbows, branches, show pieces, collars and other transformation pieces shall be factory fabricated. In addition ducts shall be factory fabricated utilizing the following machines to provide the requisite quality of ducts.

* **All edges to be machine treated using lockformers, flangers and rollers for turning up edges.**
* **Sealant dispensing equipment for applying built-in sealant in Pittsburgh lock where sealing of longitudinal joints are specified.**

1. **Rectangular Ducts**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Longest Size of Duct** | **Minimum Sheet Thickness** | | **Type of Joints / Flange** | **Bracing / If any** |
| **GI** | **Aluminium** |
| 1 – 750 mm | 0.63 mm (24G) | 0.80 mm | 25x25x3mm MS epoxy painted with 6mm dia GI nut & bolts at 125mm pitch | 25x25x3mm MS epoxy painted |
| 751 – 1500 mm | 0.80 mm (22G) | 1.00 mm | 40x40x3mm epoxy painted MS epoxy painted with 6mm dia GI nut & bolts at 125mm pitch | 25x25x3 mm MS epoxy painted |
| 1501 – 2250 mm | 1.00 mm (20G) | 1.25 mm | 50x50x5 mm MS epoxy painted with 6mm dia GI nut & bolts at 125mm pitch | 40x40x3 mm MS epoxy painted |

1. **Support System**

A completely system consisting of fully threaded GI rods, double L bottom brackets (MS epoxy painted angles), nuts, washers and anchor bolts shall conform to relevant IS standards.

|  |  |  |  |
| --- | --- | --- | --- |
| **Larger Side of Duct (mm)** | **Hanger Rod Diameter (mm)** | **Supporting Angle (mm)** | **Maximum Spacing between Supports (mm)** |
| Upto 750 | 10 | 25x 25 x 3 | 2000 |
| 751 – 1500 | 10 | 40 x 40 x 5 | 2000 |
| 1501 – 2250 | 10 | 50 x 50 x 5 | 2000 |

To provide the required thermal brake effect, Neoprene of 5 mm thickness shall be used between duct supports and duct profiles to avoid heat transfer losses.

* + - 1. **Balancing**

The air distribution system shall be tested and balanced so that the requisite temperature and air flow are maintained throughout the space to be air-conditioned or ventilated.

All instruments required for testing and balancing of air distribution system shall be provided by the Contractor.

* + - 1. **FILTERS**

This specification covers the supply, erection, testing & commissioning at site of Air Filters conforming to the specifications and as indicated in Bill of Quantities.

* Pre filters
* Microvee filters & Super Fine filters

All the filters shall be non-metallic and non-particle shedding type.

**Pre filters (G-4)**

Pre filters shall be made of non-woven synthetic media. The efficiency of pre filters shall be 90% down to 10 microns. The filter shall be washable type.

The filter frame shall be anodized aluminum. On the leaving side of filters, no fibrous media shall be exposed. The filter media shall be supported by multiple HDPE wire mesh towards air outlet side. The filter area provided shall ensure that the velocity does not exceed 500 FPM across the filer cross-sectional area. The sealant shall be epoxy or polyurethane & gasket shall be neoprene.

**Microvee Filters (F-6)**

Microvee filter shall be flanged type having efficiency of 99% down to 5 micron. Filter media shall be imported non woven synthetic medium supported by HDPE mesh. Filter frame shall be anodized aluminum. The sealing media shall be either epoxy or polyurethane & food grade neoprene rubber gasket on flanges.

**Super Fine Filters (F-9)**

Super fine filters shall be flanged type having 99% efficiency down to 3 micron. The filter media shall be imported fine glass fibers. The media shall be treated with antifungal and bactericidal reagents to prevent growth of micro-organisms.

The filter frame shall be anodized aluminum. The sealing media shall be food grade neoprene rubber gasket on flanges.

Note: All specifications are detailed in BOQ

**APPROVED MAKES:**

| **S.No.** | **Items** | **Acceptable Makes** |
| --- | --- | --- |
| 1 | **Air Handling Units** |  |
|  | Casing | Systemair / Zeco / Citizen/ ETA |
|  | Fan | Nicotra Gebhardt / Kruger/ Ziehl-abegg |
|  | Fan Coil Units | Caryaire/Daikin/York |
|  | Pressure gauge (Dial) | Waree |
|  | Temperature gauge (Dial) | Waree |
| 2 | Magnehelic Gauges | DWYER |
| 3 | Grilles / Diffuser | Truessteel,Caryaire/System Air/ Ruskin |
| 4 | Ducting Sheets | SAIL / TATA / Jindal |
| 5 | **Pipes** |  |
|  | GI | Jindal / TATA |
|  | M.S. | Jindal / TATA |
|  | PVC | George Fischer/Astral/Prime/SFMC/ Jindal / TATA |
| 6 | **Valves** | Audco/Honeywell / Advance / SKS |
| 7 | Glass Wool/Mineral Wool | U P Twiga / Owens Corning/Equivalent |
| 8 | Polyurethane Foam | Malanpur / Lloyd |
| 9 | Aluminum Tape | Thermobreak /Johnson / Birla 3M |
| 10 | Nitrile rubber | Armaflex / Kflex |
| 11 | Motors | Siemens / ABB /SEW/Stober |
| 12 | Filters (Pre & Fine) | Thermadyne / Pyramid / Camfil Farr / AAF |
| 13 | Duct Dampers | Caryaire / System air/Pineair |
| 14 | Power Cables | Universal / CCI / Polycab |
| 15 | Push button starter | Siemens / Tecknik / Schneider |
| 16 | Auxiliary Relays /Contactors | Oen / Omran / Ply |
| 17 | Line Type Fuse | Schneider / Siemens/ L & T |
| 18 | Indicating lamps | Siemens / Tecknik / Schneider |
| 19 | Selector switches | Siemens / Salzer / Kaycee |
| 20 | ACB MCCB | ABB / Schneider / L&T |
| 21 | Contactors | Siemens/ Schneider/ ABB/ L & T |
| 22 | Over Load Relays | Siemens/ Schneider/ ABB/ L & T |
| 23 | Meters | Enercon/ L&T / Automatic Electric |
| 24 | Contactor | Siemens/ Schneider/ L & T |
| 25 | DP Switches | Honeywell/Siemen/Beck |
| 26 | Communication Cable | Finolex / Skytone / Fusion Polymers / Delton |
| 27 | Control Cable | Finolex / Skytone / Fusion Polymers / Delton |

All other makes should required prior approval from the HLL.

**SECTION VI**

**QUALIFICATION CRITERIA**

1. The tenderer should have minimum 5 years experience in the relevant field. ( Documentary evidence should be submitted)
2. The tenderer should have completed at least three jobs similar in nature in single contracts during the last 5 years. ( Documentary evidence like Purchase orders & completion certificates should be submitted)
3. Average annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be furnished. (Documentary evidence should be submitted)
4. The tenderer should submit Earnest Money Deposit in the manner specified along with the tender document.
5. The duly signed acceptance form conforming that All terms & conditions, technical specifications, volume of supply are understood by the bidder .Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and certificate on period of validity (sheet enclosed)
6. Deviation if any, giving reasons for the deviation.

Note:

1. ‘*Similar work’ shall mean preferably the* Supply, erection, validation & commissioning of HVAC systems. *Certificate of satisfactory completion of work obtained from an officer not below the rank of an executive engineer in the case of Government departments or from an officer of equivalent position in the case of other organization shall be produced. The certificate will clearly indicate the name of item supplied, period during which completed (giving date of commencement and date of completion of cost of supply). The certificate should bear the name, signature and seal of the officer. In the absence of such a certificate the tender may not be considered.*
2. *The bidder should furnish Registration Certificate and Certificate of Incorporation.*
3. *Bidders shall invariably furnish documentary evidence (Client’s Certificate/installation report) in support of the satisfactory operation of the equipment as specified above.*
4. *The bidder should furnish the copy of Audited balance sheet in proof of financial strength.*
5. *Conditional Bid will be summarily rejected*

**SECTION VII**

### APPLICATION FOR PREQUALIFICATION

(General information of the contractor)

**SUPPLY, ERECTION, VALIDATION & COMMISSIONING OF HVAC SYSTEM IN CU – T & SHUNT CHANGE ROOMS**

A. Name of Firm/Company :

1. Postal address :

2. Telephone No :

FAX :

E-Mail :

3. Year of commencement of Contract/

Year of establishment of firm/Company :

B. In the case of Firm

1. Whether proprietary of partnership firm:

2. Name of Managing partner :

3. Name of other partners :

Note: Attested copy of partnership deed to be enclosed

C. In the case of Company

1. Whether Private Limited or Public Limited

Company :

2. Name of Managing Director :

3. Name of other Directors :

Note: Attested copy of Company Registration need to be enclosed.

D. Are you a manufacturer, authorized Dealer or any :

other? If authorized agent,

A copy of the original letter from the

Manufacturer / Principal, duly attested,

Should be furnished conforming the agency

E. How many years have you been in the business :

Of Supply, erection, validation & commissioning

of HVAC system as per the HLL specification enclosed

F. What would be the minimum period required to :

deliver from the date of confirmed Purchase order?

G. Have you been a contractor / manufacturer, :

No. of major supplies of similar item supplied

successfully in India, specify. Enclose two

completion certificates from the client

certified that the similar item supplied

successfully. The client list shall be enclosed.

H. What is your :- :

a) CST No :

b) VAT NO /TIN NO :

c) Central Excise Registration No: :

d) PAN No

1. Name & Address of your Banker(s) :

J. Has the Contractor/Firm/Company ever been black :

listed by the Govt./or the registering authority.

1. if so, give the period and details.

K. Average annual financial turn over of the bidder during the last 3 years, ending 31st March of the previous financial year.

a. Annualized turnover of the Contractor/Firm/Company in the last 3 years ending 31.03.2015

1. 2012-2013: Rs
2. 2013-2014: Rs
3. 2014-2015: Rs

(Bio data with willingness letters to be enclosed )

L. Acceptance Form

M. CERTIFICATE

I/We hereby certify that the details given in the application form is correct to the best of my/our knowledge. I /We have no objection in contacting any of our clients for reference.

Signature:

Place:

Date:Name and address of the bidder with seal:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **DETAILS OF MAJOR WORK ORDER SUCCESSFULLY EXECUTED BY THE TENDERER AS PRIME CONTRACTOR DURING THE LAST 5 YEARS** | | | | |
| Sl. No. | Name of Client with full address, telephone numbers and nature of item supplied | Details of item supplied | Value of Contract (in lakhs) | Period of Completion with dates  (in months) |
|  |  |  |  |  |

#### SIGNATURE OF BIDDER WITH SEAL

#### \

|  |  |  |  |
| --- | --- | --- | --- |
| **DETAILS OF ONGOING PURCHASE ORDERS OF SIMILAR NATURE** | | | |
| Sl. No. | Name of Client with full address, telephone numbers and nature of item | Description of work | Value of purchase order  (in lakhs) |
|  |  |  |  |

**SIGNATURE OF BIDDER WITH SEAL**

### SECTION VIII

### ACCEPTANCE FORM

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

From

To

**Jt.General Manager (Materials)**

**HLL Lifecare Limited**

**(A Government of India Enterprise),**

**AKKULAM FACTORY, Sreekariam, Thiruvananthapuram – 695017,**

**Ph: (++91 471) 2442641, 2442642, 2445930**

**E-mail: materialsaft@lifecarehll.com**

Dear Sir,

I / We, hereby offer to supply as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open for 90 days from the date of bid opening prescribed by the HLL. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of supply of item required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

The following pages have been added to and form part of this bid.

Yours faithfully,

#### SIGNATURE OF THE BIDDER WITH SEAL

# 

**SECTION IX**

INDEMINITY CLAUSE:

If the supplier fails to execute the order within the time prescribed for the delivery of goods 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 goods 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 BIDDER

DATE: (WITH OFFICE SEAL)

**SECTION X**

### 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

**SECTION XI**

**CONTRACT AGREEMENT**

**(DRAFT)**

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

**CONTRACT AGREEMENT FOR THE WORK OF ----------------------------------------DATED--------- Between M/s------------------------------------------------------ hereinafter called the contractor (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part**

**AND**

**HLL Lifecare Limited hereinafter called the HLL (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.**

WHEREAS

* 1. The HLL is desirous that the supply, erection, commissioning and validation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_ should be executed as mentioned, enumerated or referred to in the tender document vide tender no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ including:
     1. Notice Inviting Tender,
     2. General Conditions of the Contract
     3. Special Conditions of the Contract,
     4. Schedule of Quantities and Rates
     5. Agreed Variations
     6. Tender Form, Manufacturer’s Authorization Form/s (if any)
     7. other documents, as called for in the Tender.
  2. The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the form and nature of the site and local conditions the quantities, nature and magnitude of the work the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.

AND WHEREAS

HLL accepted the offer of M/s ----------------------------------------- (Contractor) for the supply, erection, commissioning and validation of ----------------------------------------------- at ---------------and conveyed vide letter No.--------------------------dated --------------at the rates stated in the Bill of quantities for the work and accepted by HLL (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract.

**NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS.**

1. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby covenant with HLL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
2. In consideration of the due provisions execution, completion and maintenance of the said work, the HLL does hereby agree with the contractor that HLL will pay to contractor the respective amounts for the work actually done by him and approved by HLL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

It is specifically and distinctly understood and agreed between HLL and the contractor that the contractor shall have no right, title or interest in the site made available by HLL for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and HLL shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

|  |  |  |
| --- | --- | --- |
| Signed and delivered for and  on behalf of HLL | | Signature and delivered for  and on behalf of the contractor |
|  |  | |
| (HLL LIFECARE LIMITED) | (Contractor) | |
| OFFICIAL ADDRESS |  | |
| Date | Date | |
| Place | Place | |
| IN PRESENCE OF TWO WITNESSES | | |
| SIGNATURE | SIGNATURE | |
| NAME | NAME | |
| SIGNATURE | SIGNATURE | |
| NAME | NAME | |

**PART 2**

**SECTION XII**

**PRICE BID FORM**

To:

**HLL Lifecare Limited,**

**Akkulam Factory,**

**Sreekariam 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 erect...........................................(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 BOQ with 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BILL OF QUANTITY**

| **SL No.** | **ITEM DESCRIPTION** | **UNIT** | **QTY** | **UNIT RATE** | | **TOTAL AMOUNT** | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **SUPPLY** | **INSTLN.** | **SUPPLY** | **INSTLN.** |
| 1. | **AIR HANDLING UNIT**  Supply, Installation, Testing and Commissioning of Air cooled duct able type air conditioners each complete with scroll compressor, air cooled condenser, GSS casing, filters, cooling coils, Fan motor, copper refrigerant piping (insulated), refrigerant controls, drain pan, microprocessor based control panel and all other relevant accessories  Air filter plenum shall be factory fabricated insulated to house micron and superfine filters. Plenum shall be double skin with minimum 25 mm thick PUF ( Non CFC of minimum density 40±2 kg/m3) sandwiched insulation panel with inner skin of 0.8 mm thick GI sheet and outer skin of 0.8 mm thick pre-plasticized / pre-painted GSS sheets complete with thermal break profile. The plenum is provided with MS filters frames duly painted with epoxy paint to  Accommodate microbe and superfine filters. Necessary access doors are provided with air tight locking arrangement with PVC hinges for easy approach to all filters provided inside .All the joints shall be provided with soft rubber gasket to ensure air tightness.  This unit shall be complete with centrifugal fan  coupled with adequate capacity high efficiency TEFC 415V, 3ph Induction Motor using belt / direct drive, Copper tube Cooling Coils 10micron pre filters, 5micron Microbe fine filters,3 micron super fine filters, insulated drain pan. Fan shall be with double ball bearing and balanced.  Refrigerant: Should be environmental friendly  (Vendor to be confirmed) |  |  |  |  |  |  |
| AHU 1: 2200 CFM, 5.5 TR | Set | 2 |  |  |  |  |
| AHU 2: 3200CFM , 8 TR | Set | 2 |  |  |  |  |
| 2. | **REFRIGERANT PIPING**  Supply, Installation, testing & commissioning of copper refrigerant piping (suction line insulated with 1O mm thick nitrile  rubber tubes. | RM | 60 |  |  |  |  |
| 3. | **DRAIN PIPING**  Supply. Installation. testing & commissioning of drain piping with 6kg/cm2 insulation | RM | 60 |  |  |  |  |
| 4. | **DUCTING**  Supply, Installation and Testing of factory fabricated Aluminum Sheet metal duct work complete with supports, GI rivets, nut-bolts, with Epoxy painted MS angle, Flanges, with 5 mm thick neoprene gaskets duly installed between flanges . Leak Testing of ducts at site shall be carried out. Food grade silicon sealant shall be applied in the longitudinal length of ducts & for all angle flanges. |  |  |  |  |  |  |
| 24 Gauge Aluminum Ducting | Sq.M | 125 |  |  |  |  |
| 22 Gauge Aluminum Ducting | Sq.M | 50 |  |  |  |  |
| 20 Gauge Aluminum Ducting | Sq.M | 20 |  |  |  |  |
| Duct thermal insulation with 12 mm thickness nitrile rubber | Sq.M | 125 |  |  |  |  |
| Duct acoustic insulation using 10mm thick nitrile rubber | Sq.M | 70 |  |  |  |  |
| 5 | **GRILLS & DIFFUSERS**  Supply, Installation, testing & commissioning of diffusers (aluminum powder coated Diffusers/ Grills made from 16 g sheet ) with volume control dampers with necessary frame work  Size should be confirmed by the vendor. | Nos | 43 |  |  |  |  |
| 6 | **MAGNEHELIC GAUGES**  Supply & Installation of Magnehelic gauge with suitable 24 gauge smoothened to 240 grit SS304 face plates & 16 guage GI Box & PU Tube/ silicon tubing (Range: 30 - 0 - 30 Pa ) suitable to install in modular panel with nozzle & complete accessories for CHANGE rooms. | Nos | 33 |  |  |  |  |
| 7 | **Electrical Connection**  All necessary electrical related works for all 4 nos. AHUs. Work includes control wiring, communication cabling & earthling etc includes supply & installation | L/s | 1 |  |  |  |  |
| 8 | **Canvas connection for AHUs** | Nos | 4 |  |  |  |  |
|  | **Total Amount (Basic)** |  |  |  |  |  |  |
|  | Excise Duty(% to be furnished) |  |  |  |  |  | - |
|  | Taxes (CST/VAT) (% to be furnished) |  |  |  |  |  | - |
|  | Freight |  |  |  |  |  | - |
|  | Service Tax |  |  |  |  | - |  |
|  | WCT |  |  |  |  | - |  |
|  | OTHERS, IF ANY (please specify) |  |  |  |  |  |  |
|  | **Grand Total( In Figures)** |  |  |  | |  |  |
|  | **Grand Total( In Words)** |  |  |  | |  |  |

VALIDITY: ONE YEAR FROM THE DATE OF OPENING OF PRICE BID

The proof of remittance of PF & ESI charges to be submitted to HLL, otherwise statutory levies such as ESI, PF etc will be deducted from contractors bill as per rules.

Bidders shall have registration under Kerala VAT and shall produce necessary certificate from Kerala VAT authority for deduction at specified rate/non deduction of WCT, if any applicable under Kerala VAT.

In case the bidder do not have Kerala VAT registration WCT @ 10% as per Kerala VAT rules will be deducted from total contract value

Bidder shall provide Excise Invoice (manufacturer invoice / dealer invoice) for excisable goods under supply schedule

Statutory levies if any :

Any other Remark (s) :

NAME OF TENDERER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place: ADDRESS AND SIGNATURE OF THE TENDERER Date: (WITH OFFICE SEAL)