



HLL Lifecare Limited
(A Government of India Enterprise)
KANAGALA

BELGAUM DIST. PIN – 591 225
KARNATAKA STATE

PH.NO: 08333-279244

FAX: 08333-279245

Website: www.lifecarehll.com

Tender No. HL: BG: PS: SN: LEASE: 2014 Dated 18.01.2014

**Expression of Interest
Document**

For

**Providing Manufacturing Facilities of Sanitary
Napkins on Lease Basis**

Last date and time for Receipt of Technical: 27-01-2014 up to 15:00 Hrs.

Date and time of opening of Technical bid : 27.01.2014 16:00 Hrs.

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EXPRESSION OF INTEREST

FOR PROVIDING MANUFACTURING FACILITIES OF SANITARY NAPKINS ON LEASE BASIS

HLL Lifecare Limited (HLL) is a 'Mini Ratna' PSU under the Ministry of Health & Family Welfare, Govt. of India involved in the promotion of Sanitary Napkins through its diversified manufacturing division at Belgaum, Karnataka. HLL invites Bids from interested parties for providing Manufacturing facilities of SANITARY NAPKINS on Lease basis.

The scope of work under the present tender covers the following:

- i. Capacity should be Minimum 10 Mpcs per month
- ii. Party should modify / construct the building as per GMP Requirements.
- iii. Party should obtain the approval of the layout from appropriate authority.
- iv. This will be leasing arrangement between HLL and party from which necessary licence, clearances have to be obtained by the party for the production premises
- v. Facility should be sufficient with all services like working environments, storage, laboratory etc., which are needed for producing SANITARY NAPKINS.
- vi. Party should install and commission all necessary equipment/ machinery needed for the production of these sanitary napkins to the required tune of production in short period. Party should also be ready to procure and install additional equipments without extra cost in case the same is found necessary for the production of these sanitary napkins. Specification of Sanitary Napkin is given in Annexure 1
- vii. Party should furnish the entire facility for taking care of the needs of manpower of HLL as well as the manpower of the Party utilized for producing the sanitary napkins.
- viii. Party is responsible for maintaining the facilities like building, services, machineries, furniture etc., on day to day basis so that the production losses do not happen at any time of the leased period.



- ix. HLL Lifecare shall have the full right for the properties till the end of the lease period and party will not use any of the premises or facilities including machinery for their production.
- x. Time period for setting up the facilities and obtaining necessary permissions, approvals and licensing will be 15 days.
- xi. Period of lease will be initially for one year from the date of signing of a Lease agreement. Lease period can be either extended or curtailed at HLL's need with one-month notice. However the minimum Lease period will be minimum 3 months from the date of signing of a lease agreement.
- xii. The party should have the sufficient storage facility for one and half month of production of Napkins and for raw material
- xiii. After technical evaluation Party has to submit security deposit of Rs.2.5 Lakh.
- xiv. If the plant/facility is kept idle, HLL can not pay idling charges.
- xv. Party should sign another separate works / conversion contract with HLL.

The terms & conditions etc. are given in Tender documents. The same can be had from our Office on any working day between 11:00 AM to 3:30 PM by paying Rs. 1000/- by Cash / DD (inclusive of ST) drawn in favour of HLL LIFECARE LTD, payable at State Bank of India, NIPANI - 591 237. Further, Tender documents can also be downloaded from our website www.lifecarehll.com. However cost of Tender documents i.e. Rs. 1000/- by D.D. shall be given with the Technical Bid.

Pre bid meeting	23.01.2014 11:00 Hrs at Kanagala
Last date for Receipt of Technical bid	27.01.2014 (15: 00 Hrs.)
Opening of Technical Bids	27-01-2014 (16:00 Hrs.)
* EMD amount to be deposited	Rs. 2.5 Lakh

- **A Demand Draft for Rs. 2.5 Lakh /- towards Earnest Money Deposit, drawn in favour of "HLL Lifecare Ltd." and payable at Nipani – 591 237**



shall be enclosed with Technical Bid failing which the Tender will be summarily rejected.

We request you to submit your sealed technical bid. Sealed bid is to be submitted by the closing date. The technical bid will be opened in the presence of the bidders, who opt to be present.

All vendors are requested to get their doubts cleared during Pre-Bid meeting on 23.01.2014.

In case you need any further information, please feel free to contact the undersigned on E-mail: sanitarynapkin@lifecarehl.com Ph.No: 08333-279244,

General Manager (Operations)

**BID DATA SHEET**

Address for communication	General Manager (Operations) HLL Lifecare Ltd. (A Govt. of India Enterprise) KANAGALA FACTORY BELGAUM DIST. PIN – 591 225 KARNATAKA STATE Ph. NO: 08333-279244 FAX: 08333-279245 E-mail: - sanitarynapkin@lifecarehll.com
Bid validity	Three years from the date of opening the financial bid.
No. Of copies	No. Of copies: 1 original + 1 copy
Probable date of Pre-Bid Meeting	Date: 23.01.2014, Time: 11:00 Hrs
Dead line for submission of Technical Bids	Date: 27.01.2014, Time: 15:00 Hrs.
Date, time and place of opening of Technical bid	Date: 27.01.2014, Time: 16:00 Hrs.

HLL KANAGALA FACTORY is located on NH4 Highway (Mumbai – Bangalore) 60 Kms from Belgaum and 50 Kms from Kolhapur (in between Belgaum & Kolhapur)

BACKGROUND NOTE**1. Company Background**

HLL Lifecare Limited (HLL) is a Mini Ratna (Category-1 PSE) company under the Ministry of Health and Family Welfare providing products & services in the are of health care. Our Corporate head office is at Thiruvananthapuram, Kerala. We have Seven production facilities in Thiruvananthapuram, Cochin, Belgaum, Manesar, Gazwal and Indore, Procurement & consultancy office at Noida, marketing offices around the country.

HLL has developed an impressive production infrastructure for a range of Contraceptives and Health Care Products, Sanitary Napkins. The total employees strength of HLL is around 3000.

**Annexure – I****1. Freedays (Non-winged)**

SI No:	Parameters	Unit	Specification
1.	Absorbency	ml	Not < 50 ml @15 ml/min
2.	Size		
i)	Pad Length	mm	210+/- 10
ii)	Pad Width	mm	70 +/- 5 mm
iii)	Pad Thickness	mm	8- 10 mm
iv)	Weight	gm	8-10 gram
3.	pH Value of absorbent material		6 – 8.5

RAW MATERIALS TO BE USED	
a.	PULP: wrapped with tissue Colour-White. Grade-soft wood pulp, long fibre.
b.	Tissue paper: white colour, Thickness: 18gsm+/- 5%, Grade: soft
c.	Top sheet: Non-woven top sheet, Color-natural White, Weitht-20+/- 5% gsm, Grade-Hydrophilic
d.	Back sheet: PE film, Colour: White, Thickness: 24gsm+/-10%, Grade-Carona Treated
e.	Glue – Construction: Polymer based, Colour: Transparent
f.	Glue - Release Paper: Polymer based, Colour: Transparent
g.	Release paper: Silicon coated, colour: White, Thickness: 40gsm+/-10%, Width-40 mm.
h.	Pouch: 4 Colour Print, Configuration 1X 6 S N, Weight-40 gsm+/-10%, Art work as per our requirement.
i.	Carton: Suitable to pack 160 S N Pouches ,Craft paper, Single colour, made out of 5 ply (Narrow flute) each ply 150 GSM virgin Kraft paper, Bursting Strength should not be less than 15kg/sq cm.

**2. Puthuyugam (Non-winged)**

SI No:	Parameters	Unit	Specification
1.	Absorbency	ml	Not < 20 ml @15 ml/min
2.	Size		
i)	Core Length	mm	210+/- 10
ii)	Core Width	mm	65 +/- 5
iii)	Overall length	mm	230 +/- 5
iv)	Overall width	mm	75 +/-5
iii)	Pad Thickness	mm	7- 10 mm
iv)	Weight	gm	7.5-10 gram
3.	pH Value of absorbent material		6 – 8.5

	RAW MATERIALS TO BE USED
a.	PULP: wrapped with tissue Colour-White. Grade-soft wood pulp, long fibre.
b.	Tissue paper: white colour, Thickness: 18gsm+/- 5%, Grade: soft
c.	Top sheet: Perforate poly top sheet , white color, Thickness: 22gsm+/- 5%, Grade: LDPE
d.	Back sheet: PE film, Colour: White, Thickness: 24gsm+/-10%, Grade-Carona Treated
e.	Glue – Construction: Polymer based, Colour: Transparent
f.	Glue - Release Paper: Polymer based, Colour: Transparent
g.	Release paper: Silicon coated, colour: White, Thickness: 40gsm+/-10%, Width-40 mm.
h.	Pouch: 5 Colour Print, Configuration 1X 6 S N, Weight-40 gsm+/-10%, Art work as per our requirement.
i.	Carton: Suitable to pack 160 S N Pouches ,Craft paper, Single colour, made out of 5 ply (Narrow flute) each ply 150 GSM virgin Kraft paper, Bursting Strength should not be less than 15kg/sq cm.

**3. Jagriti (Non-winged)**

SI No:	Parameters	Unit	Specification
1.	Absorbency	ml	Not < 50 ml @15 ml/min
2.	Size		
i)	Pad Length	mm	210+/- 10
ii)	Pad Width	mm	60-75 mm
iii)	Pad Thickness	mm	<10 mm
iv)	Weight	gm	NMT 10 gram
3.	pH Value of absorbent material		6 – 8.5

	RAW MATERIALS TO BE USED
a.	PULP: wrapped with tissue Colour-White. Grade-soft wood pulp, long fibre.
b.	Tissue paper: white colour, Thickness: 18gsm+/- 5%, Grade: soft
c.	Top sheet: Non-woven top sheet, Color-natural White, Weitht-20+/- 5% gsm Grade-Hydrophilic
d.	Back sheet: PE film, Colour: White, Thickness: 24gsm+/-10%, Grade-Carona Treated
e.	Glue – Construction: Polymer based, Colour: Transparent
f.	Glue - Release Paper: Polymer based, Colour: Transparent
g.	Release paper: Silicon coated, colour: White, Thickness: 40gsm+/-10%, Width-40 mm.
h.	Pouch: 4 Colour Print, Configuration 1X 8 S N, Weight-40 gsm+/-10%, Art work as per our requirement.
i.	Carton: Suitable to pack 200 S N Pouches ,Craft paper, Two colour, made out of 5 ply (Narrow flute) each ply 150 GSM virgin Kraft paper, Bursting Strength should not be less than 15kg/sq cm.

**4. Nestham (With wing)**

SI No:	Parameters	Unit	Specification
1.	Absorbency	ml	Not < 30 ml @15 ml/min
2.	Size		
i)	Pad Length	mm	210+/- 10
ii)	Pad Width	mm	65 +/- 5
iii)	Overall length	mm	240 +/- 10
iv)	Overall width	mm	80 +/-5
iii)	Pad Thickness	mm	7-9 mm
iv)	Weight	gm	6 - 8 gram
3.	pH Value of absorbent material		6 – 8.5
	With wings		

RAW MATERIALS TO BE USED	
a.	PULP: wrapped with tissue Colour-White. Grade-soft wood pulp, long fibre.
b.	Tissue paper: white colour, Thickness: 18gsm+/- 5%, Grade: soft
c.	Top sheet: Non-woven top sheet, Color-natural White, Weitht-20+/- 5% gsm, Grade-Hydrophilic
d.	Back sheet: PE film, Colour: White, Thickness: 24gsm+/-10%, Grade-Carona Treated
e.	Glue – Construction: Polymer based, Colour: Transparent
f.	Glue - Release Paper: Polymer based, Colour: Transparent
g.	Release paper: Silicon coated, colour: White, Thickness: 40gsm+/- 10%,Width-40 mm.
h.	Pouch: 1 Colour Print, Configuration 1X 10 S N, Weight-40 gsm+/-10%, Art work as per our requirement.
i.	Carton: Suitable to pack 140 S N Pouches ,Craft paper, Single colour, made out of 5 ply (Narrow flute) each ply 150 GSM virgin Kraft paper, Bursting Strength should not be less than 15kg/sq cm.

**5. Sanitary Napkin Type R. (Non-winged)**

SI No:	Parameters	Unit	Specification
1.	Absorbency	ml	Not < 30 ml @15 ml/min
2.	Size		
i)	Pad Length	mm	210+/- 10
ii)	Pad Width	mm	70 +/- 5
iii)	Overall length	mm	230 +/- 10
iv)	Overall width	mm	80 +/-5
iii)	Pad Thickness	mm	9+/-1 mm
iv)	Weight	gm	10+/- 0.5 gram
3.	pH Value of absorbent material		6 – 8.5

RAW MATERIALS TO BE USED	
a.	PULP: wrapped with tissue Colour-White. Grade-soft wood pulp, long fibre.
b.	Tissue paper: white colour, Thickness: 18gsm+/- 5%, Grade: soft
c.	Top sheet: Non-woven top sheet, Color-natural White, Weitht-20+/- 5% gsm, Grade-Hydrophilic
d.	Back sheet: PE film, Colour: White, Thickness: 24gsm+/-10%, Grade-Carona Treated
e.	Glue – Construction: Polymer based, Colour: Transparent
f.	Glue - Release Paper: Polymer based, Colour: Transparent
g.	Release paper: Silicon coated, colour: White, Thickness: 40gsm+/- 10%,Width-40 mm.
h.	Pouch: 5 Colour Print, Configuration 1X 6 S N, Weight-40 gsm+/-10%, Art work as per our requirement.
i.	Carton: Suitable to pack 140 S N Pouches ,Craft paper, Single colour, made out of 5 ply (Narrow flute) each ply 150 GSM virgin Kraft paper, Bursting Strength should not be less than 15kg/sq cm. With strapping.

**6. 5.Sanitary Napkin Type H. (Non-winged)**

SI No:	Parameters	Unit	Specification
1.	Absorbency	ml	Not < 50 ml @15 ml/min
2.	Size		
i)	Pad Length	mm	210+/- 10
ii)	Pad Width	mm	60 to 75 mm
iii)	Pad Thickness	mm	NMT 10 mm
iv)	Weight	gm	NMT 10 gram
3.	pH Value of absorbent material		6 – 8.5

RAW MATERIALS TO BE USED	
a.	PULP: wrapped with tissue Colour-White. Grade-soft wood pulp, long fibre.
b.	Tissue paper: white colour, Thickness: 18gsm+/- 5%, Grade: soft
c.	Top sheet: Non-woven top sheet, Color-natural White, Weitht-20+/- 5% gsm, Grade-Hydrophilic
d.	Back sheet: PE film, Colour: White, Thickness: 24gsm+/-10%, Grade-Carona Treated
e.	Glue – Construction: Polymer based, Colour: Transparent
f.	Glue - Release Paper: Polymer based, Colour: Transparent
g.	Release paper: Silicon coated, colour: White, Thickness: 40gsm+/- 10%,Width-40 mm.
h.	Pouch: 4 Colour Print, Configuration 1X 6 S N, Weight-40 gsm+/-10%, Art work as per our requirement.
i.	Carton: Suitable to pack 160 S N Pouches ,Craft paper, Single colour, made out of 5 ply (Narrow flute) each ply 150 GSM virgin Kraft paper, Bursting Strength should not be less than 15kg/sq cm. With strapping.

**7. 5. Sanitary Napkin Type K. (With wing)**

SI No:	Parameters	Unit	Specification
1.	Absorbency	ml	Not < 30 ml @15 ml/min
2.	Size		
i)	Total Length	mm	230-240 mm
ii)	Total Width	mm	60 to 70 mm
iii)	Napkin Thickness	mm	3 mm
3.	pH Value of absorbent material		6 – 8.5

	RAW MATERIALS TO BE USED
a.	PULP: wrapped with tissue Colour-White. Grade-soft wood pulp, long fibre.
b.	Tissue paper: white colour, Thickness: 18gsm+/- 5%, Grade: soft
c.	Top sheet: Non-woven top sheet, Color-natural White, Weitht-20+/- 5% gsm, Grade-Hydrophilic
d.	Back sheet: PE film, Colour: White, Thickness: 24gsm+/-10%, Grade-Carona Treated
e.	Glue – Construction: Polymer based, Colour: Transparent
f.	Glue - Release Paper: Polymer based, Colour: Transparent
g.	Release paper: Silicon coated, colour: White, Thickness: 40gsm+/- 10%,Width-40 mm.
h.	Pouch: 4 Colour Print, Configuration 1X 10 S N, Weight-40 gsm+/-10%, Art work as per our requirement.
i.	Carton: Suitable to pack 140 S N Pouches ,Craft paper, Single colour, made out of 5 ply (Narrow flute) each ply 150 GSM virgin Kraft paper, Bursting Strength should not be less than 15kg/sq cm. With strapping.

**Annexure 2:****List of Facilities & Machineries available in the Plant**

Sl. No.	Name of the Machine with Make	Model	Capacity/Day	Quantity in Nos
1				
2				
3				
4				

(Pls. add more rows if required)

Warehouse facility details	Built up area	Quality of construction (RCC etc)
a) Raw material:		
b) Finished products:		

1. Factory area:
Built up area:

2. Details of Scrap disposal facility:**3. Laboratory equipments & Testing facility details**

S.No	Name of equipment	Capacity/day

4. Manpower that can be arranged in a single day:

- a) On Permanent
- b) On Contract

5. Capacity per day:(in No of Pcs)

- a) Manufacturing
- b) Packing

**ELIGIBILITY CRITERIA FOR BIDDERS**

Sl.No	Criteria	Documents to be submitted
1	The plant should have manufacturing, storage & testing facilities as per Scope of Work	Self Declaration as per annexure 2.
2	The firm should have valid Product Permission Certificate	Copy of the Certificate
3	The firm should have minimum 3 months of experience in manufacturing & packing of Sanitary Napkins	Copy of Supply orders.

SCOPE OF WORK**1. Works / Conversion Contract**

- a) Party with whom the lease arrangement has to be made has to sign separate rate contract for conversion of raw materials to fully packed sanitary napkins in the facilities leased out by HLL.
- b) HLL will post its own Co-ordinator, Laboratory Specialist, Production Chemist and QA personnel for ensuring quality and statutory requirements.
- c) All other manpower needs are to be met by the party.
- d) HLL will supply all raw materials as per the norms of production (inclusive of standard rejection), which has to be furnished by the party at the time of quote and will be negotiated and finalized before signing the agreement..
- e) Party will convert the raw materials supplied into finished product and deliver them as per the schedule and quality requirements supplied to him. Party will ensure GMP standards during the entire process of conversion.
- f) For not meeting the quality / inspection standards party will be penalized to the extent of cost of raw materials provided the delivery schedules are not affected.



- g) In case the delivery schedules are not met, penalty will be charged @ 1% of the cost of the finished sanitary napkins (which will be the cost of raw materials as per agreed norms and the agreed conversion cost) in addition to the cost of rejection, if any.
- h) Party has to quote for all inclusive conversion cost, which will be negotiated and finalized before signing the contract. The conversion cost will be firm for 12 months from the date of negotiation. The elements of conversion cost should include the following:
1. Unloading of all raw materials received at site
 2. Loading finished good from the site
 3. Internal movements of the materials
 4. Labour cost for conversion
 5. Electricity and water charges
 6. All statutory taxes, fees like ESI, P,F payments and insurance (wherever applicable)
 7. Safety and personnel protection measures.
- j) Insurance and transportation for materials upto the factory gate will be borne by HLL.
- k) HLL will ensure minimum 50% of monthly load for all brands put together.

IMPORTANT INSTRUCTIONS FOR SUBMISSION OF BIDS/TENDERS

1. There shall not be any lease rent for providing the facility on lease basis.
2. HLL will take the facility on lease basis & obtain manufacturing license in HLL name for which the bidder has to incur all expenses. However HLL would reimburse the actual fees paid based on proof of receipt only. All other incidental expenses if any shall be borne by the bidder.
3. The contract will be placed on the contractor for manufacturing the Napkins at agreed rate/ conversion cost.
4. The bidder has to arrange for procurement of all required raw materials & packing materials and obtain invoices in the name of HLL so that the CENVAT benefits on input is passed on to HLL.
5. Service tax applicable for conversion cost shall be shown separately.
6. All statutory fees like PF, ESI etc shall be paid by bidder only.
7. In case of accidents etc the bidder has to pay compensation as per workmen compensation act.
8. The bidder has to arrange inspection of facility by all statutory authorities on HLL behalf & its incidental expenses if any has to be borne by the Bidder only.
9. TDS will be deducted wherever applicable.



10. The bidder should have service tax registration number, PAN number.
11. Payment will be made based on actual quantity manufactured & dispatched after obtaining the test clearance only.
12. The bidder should display the board of HLL lifecare Ltd in front of the factory.
13. The production shall be carried at in presence of HLL Representative only.
14. There will not be employee employer relation ship between HLL & the labors engaged.
15. Insurance on raw materials, etc and on finished goods shall be taken by the bidder.

GENERAL INSTRUCTIONS TO BIDDERS

1. Ethical Standard

- 1.1 Bidders are expected to observe the highest standard of ethics during the procurement, manufacturing and execution of this Contract. In pursuit of this policy, HLL will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract

For the purposes of this provision, the terms set forth below are defined as follows:

- (i) Corrupt practice: means the offering, giving, receiving, or soliciting of any thing of value to influence the action in the procurement process or in Contract execution; and
- (ii) Fraudulent practice: means a misrepresentation of facts in order to influence procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive HLL of the benefits of competition;

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs.



3. Clarification of Bidding Documents

- a) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing, or by fax at the purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of Bidding Documents, which it receives not later than 5 days prior to the deadline for submission of Bids prescribed by the Purchaser.
- b) During the bid evaluation, 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 the price or substance of the bid shall be sought, offered, or permitted.

4. Amendment of bidding documents

- a) At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bidding Documents by amendment in company website only.
- b) The amendment will be notified in writing or fax or telegram or e-mail to all prospective Bidders, which have received the Bidding Documents and will be binding on them.

Preparation of Bids

5. Language of Bid

All correspondence and documents related to the bid shall be in English.

6. Documents Accompanying the Bid

The Response to mandatory requirements shall consist of:

- a. A forwarding letter indicating the submission of separate sealed Technical and Financial bids. An authorized person holding the Power of Attorney should sign the letter.
 - b. Power of Attorney in original or duly notarized.
 - c. Signed copy of Tender Document (all pages to be signed & stamped)
 - d. Organization structure of the Bidder & escalation mechanism.
 - e. Proof of execution of orders of sanitary napkins (copies of executed orders may be enclosed)
7. For all the parts of the Bid, the Bidder shall prepare one original and copy of the bid as per Bid Data Sheet (BDS), clearly marking as "Original Bid" and "Copy" as appropriate. In the event of any discrepancy



between them the original shall govern. The original and the copy of the bid, each consisting of the complete set of documents shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. All pages of the bid shall be numbered except for un-amended printed literature, which shall be initialed by the person signing the bid.

8. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.

9. Financial Bid

Financial bids will be obtained from the qualified bidders who qualify in the technical bid.

10. Period of Validity of Bid

Bid shall remain valid up to one year from the date of opening the financial bid.

Submission of Bids

11. Sealing and Marking of Bids

- a) The Bidder shall prepare and seal in the Technical Bid **envelopes**, duly marking the envelopes as **TECHNICAL BID FOR TENDER NO. HL: BG: PS: SN: LEASE: 2014**
- b)
 - i) The envelope shall be addressed to HLL at the address given in the bid data sheet and
 - ii) Bear the Contract name, the Invitation for Bids title and number, and the statement DO NOT OPEN BEFORE.(Mention the date of opening of the bid as given in the tender documents).
 - iii) The envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared late.
 - iv) If the outer envelope is not sealed and marked as required HLL will assume no responsibility for the bids misplacement or premature opening.

12. Deadline for Submission of Bids

Bids must be received by HLL at the address specified in the bid not later than the time and date stated in the bid. HLL may, at its discretion, extend this deadline for submission of bids in which case all rights and obligations of HLL and Bidder thereafter be subject to



the deadline as extended.

13. Late Bids

Any bid received by HLL after the bid submission deadline prescribed by HLL in the bid, will be rejected and returned unopened to the Bidder.

14. Modification and Withdrawal of Bids

Bids once submitted should not be modified. However in exceptional cases where modification is inevitable, the following procedure for the same should be adopted.

- 14.1 Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.
- 14.2 The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows
 - (a) The Bidders shall provide an original and one copy of any modification(s) to its bid, clearly identified as such, in two inner envelopes duly marked BID MODIFICATIONS ORIGINAL and BID MODIFICATIONS COPY. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked BID.
- 14.3 A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:
 - a) Be addressed to HLL at the address named in the bid data sheet and bear the Contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.
- 14.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified.

15. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

16. The purchaser 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 Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended, in our website.

Purchaser 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 the bid or cancel the tender without assigning any reason thereof.

Bid Opening and Evaluation

17. Opening of Bids by HLL

17.1 Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in the Bid Data Sheet (BDS).

Bidders wishing to be present at the time of such opening may send their duly authorized representative. Only Technical Bids will be opened on that day.

17.2 Price bids will be collected from the qualified bidders later.

18 . Preliminary Examination of Bids

18.1 HLL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

HLL will ensure that each bid is from an eligible Bidder.

18.2 HLL may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

19 Clarifications on Bids

During the bid evaluation, 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 the price or substance of the bid shall be sought, offered, or permitted.

20 Contacting HLL

20.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing.

20.2 If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

**21 HLL's Right to Accept or reject any or all Bids**

HLL reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reason thereof.

22 Notification of Award

- 22.1 Prior to the expiration of the period of bid validity, HLL will notify the successful Bidder in writing that its bid has been accepted.
- 22.2 The notification of award will constitute the formation of the Contract.

23 Signing of Contract

- 23.1 At the same time as HLL notifies the successful Bidder that its bid has been accepted, HLL will send the Bidder the Lease Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- 23.2 Not more than ten (10) days following receipt of the Contract Form, the successful Bidder shall prepare the contract agreement on a Karnataka state Non Judicial stamp paper of Rs 1000/-, sign, date and return it to HLL.

In case, the successful bidder does not do so, HLL in its discretion may cancel the bid of the successful bidder and may accept the bid of the next higher bidder and the successful bidder also be liable to pay damages to HLL.



CONDITIONS OF THE CONTRACT

1. Settlement of Disputes

1.1 Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or any thing connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

1.2 Conciliation/Arbitration

Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

The arbitration proceedings shall be held at Thiruvananthapuram. The award passed by the arbitrator shall be final and binding on the parties hereto.

The conduct of such arbitration shall be in English

1.3 No suspension of work

The obligations of HLL and the bidder shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration and payments to the bidder shall continue to be made in terms of the contract.

1.4 Award to be binding on all parties

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

1.5 Jurisdiction of Courts

The Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

2. Time for Commencement and Acceptance

The Bidder shall commence work within two Weeks from date of issue of Letter of Acceptance.

3. Bidders Responsibilities

3.1 The Bidder shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Plan within a period of two (2) weeks from the date of issue of Letter of Acceptance.

3.2 The bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.

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- 3.3 The bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The Bidders shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel. Except that caused by HLL.
- 3.4 The bidder shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.
- In particular, the key personnel namely the Project Leader, Quality Assurance personnel any Specialist/Analysts required as appropriate, need to have sufficient experience in terms of relevance and number of years required for the contract.
- 3.5 If for any reason beyond the control of the bidder, there arises a need to replace any personnel, the Bidders shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval of HLL.
- 3.6 The bidder/bidders representatives in HLL shall bind to obey the rules and regulations of HLL.
- 3.7 The party has to co-ordinate with HLL for getting tax registration and submitting monthly reports etc.
- 3.8 The firm should work in all the three shifts, if needed.
- 3.9 Penalty will be imposed on the party on the lease amount @ 1% per day if the capacity falls below 95% on a weekly basis at any of the work station due to break down of machinery / equipment/ services.
- 3.10 The party has to keep separate records and books for the manufacture of our products including production, consumption and stock records.

Payment**4. Terms of Payment**

On Monthly basis.



5. Taxes and Duties

- i) Taxes and duties will be borne by HLL
- ii) Statutory duties will be recovered in case of conversion charges.
- iii) The rate quoted shall be inclusive of service taxes.

6. Intellectual Property

All rights including the Intellectual Property Rights subsisting in any material including any tools, utilities or methodologies belonging to the Bidders and used to perform the obligations under this Agreement shall remain vested in the Bidders (the Bidders Properties) and any additional or new inventions made in the course of performance of services shall belong to HLL.

7. Confidential Information

HLL and the Bidder (the Receiving Party) shall each keep confidential and shall not, without the written consent of the other party to this Contract (the Disclosing Party), divulge to any third party any documents, data, or other information of a confidential nature (Confidential Information), that has been marked Confidential (Confidential Information)

8. Force Majeure

Force Majeure shall mean any event beyond the reasonable control of HLL or of the Bidders, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following

- (a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- (c) Strike, sabotage, lockout, embargo, import restriction, industrial dispute, epidemics, quarantine, and plague;
- (d) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation;

If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

**Change in Contract Elements****9. Termination**

HLL may at any time terminate the Contract for any reason by giving the Bidders a thirty days (30) notice of termination

10. Termination for bidders Default

- (a) If the Bidder assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 13(Assignment); or
- (b) If the bidder, in the judgment of HLL, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or Proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

11. Assignment

The bidder shall not, without the express prior written consent of HLL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.

**FORMAT- 1****Price Schedule for Manufacturing SANITARY NAPKINS**

Price bid will be obtained from the technically qualified bidders later

FORMAT-2**BID FORWARDING LETTER**

Ref:

Date:

To,

THE GENERAL MANAGER (O)

HLL Lifecare Limited

Kanagala - 591225

Belgaum Dist. KARNATAKA

Dear Sir,

Sub: Providing Manufacturing Facilities for SANITARY NAPKINS on Lease Basis

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services to **Provide Manufacturing Facilities of SANITARY NAPKINS on Lease Basis** under the above-named Contract in full conformity with the Bidding Documents

We undertake that in case our bid is accepted, we shall:

1. Commence work and shall make all reasonable endeavor to achieve contract acceptance.

We agree to abide by this bid, which, in accordance with consists of this letter, letter of authorization, documents establishing conformity, and Attachments through [specify: the number of attachments] to this Bid Form, up to Three year from the date of opening of financial bids and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above facts are firm and shall not be subject to any variation for the entire period of the assignment.



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We have given details of deviations and exclusions (clause wise) taken with reference to bidding documents provisions, along with justification for the services not covered in our offer.

The costs of withdrawals of these deviations / exclusions are enclosed. Until the 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.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Designation and Common Seal...

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]



FORMAT-3

CONTRACT AGREEMENT

Will be provided to the successful bidder later