

*Tender Document for the manufacture & supply*  
*of*  
**DEODORANTS**  
**Under rate contract for 12 months**  
**IFB No. HLL/MKTG/SD/2014-15/01 DT. 23-05-2014**

**HLL Lifecare Limited**  
(A Govt. of India Enterprise)  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram -695012**  
**Kerala, India**  
**Tel: +0471 2354949, 2350959, 2350961, 2356352.**  
**Website – [www.lifecarehll.com](http://www.lifecarehll.com)**

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IFB NO.	:	HLL/MKTG/SD/2014-15/01 dt. 23-05-2014
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	23-05-2014, 10.00 HRS
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	13-06-2014, 11.30 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	13-06-2014, 14.30 HRS
TIME AND DATE OF OPENING OF BIDS	:	13-06-2014, 15.00 HRS
PLACE OF OPENING OF BIDS	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India
ADDRESS FOR COMMUNICATION	:	HLL Lifecare Limited HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India Email – <a href="mailto:vgpillai@lifecarehll.com">vgpillai@lifecarehll.com</a> / <a href="mailto:hllctd@lifecarehll.com">hllctd@lifecarehll.com</a>

## **ABSTRACT**

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# **SECTION I**

## **INVITATION FOR BIDS (IFB)**

## **INVITATION FOR BIDS (IFB)**

**IFB No: HLL/MKTG/SD/2014-15/01 DT. 23-05-2014**

HLL Lifecare Ltd. hereby invites Sealed and superscribed tenders under Two bid system from reputed Aerosol manufacturers having ISO9001 and GMP certified facility for the manufacture and supply of deodorants in **HLL's Brand Name** under rate contract for 12 months.

Sealed Tenders in duplicate will be accepted till 14.30 Hrs on 13-06-2014 by the ASSOCIATE VICE PRESIDENT (SD & CTD) i/c, HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram – 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Website – [www.lifecarehll.com](http://www.lifecarehll.com)

1. Interested eligible Bidders may obtain further information from the office of the ASSOCIATE VICE PRESIDENT (SD & CTD) i/c, HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012 Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Website – [www.lifecarehll.com](http://www.lifecarehll.com), email – [vgpillai@lifecarehll.com](mailto:vgpillai@lifecarehll.com), [hllsd@lifecarehll.com](mailto:hllsd@lifecarehll.com)
2. A complete set of bidding documents may be purchased by any interested eligible bidder from the above office from 11.00 Hrs to 15.30 Hrs on any working day on submission of a written application to the above office and remitting a non-refundable fee of Rs.5250.00 or USD 100.00 (including taxes) in the form of Demand Draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram. The interested bidders may also download a complete copy of bidding document from the website and participate in the bidding provided such downloaded bidding document is accompanied with a demand draft.
3. The Tender Documents can also be downloaded from our Website [www.lifecarehll.com](http://www.lifecarehll.com) and cost of the Tender Documents as mentioned above should be furnished along with Technical Bid.
4. Interested eligible bidders may submit their bidding documents at the office of the ASSOCIATE VICE PRESIDENT (SD&CTD) i/c, HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +0471 2354949, 2350959, 2350961, 2356352. Website – [www.lifecarehll.com](http://www.lifecarehll.com).
5. All bids must be accompanied by the items/documents specified herein and must be delivered to the office of ASSOCIATE VICE PRESIDENT (SD & CTD) i/c on or before 13-06-2014, 14.30 Hrs. The bids (Technical Bids) will be opened on 13.06.2014 at 15.00 Hrs, in the presence of the bidders or their duly authorized representatives who wish to attend the bid opening on the specified date and time at HLL's office mentioned above. In the event of the date being declared is a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

## **SECTION II**

# **INSTRUCTION TO BIDDERS (ITB)**

## **INSTRUCTION TO BIDDERS (ITB)**

### **A. INTRODUCTION**

#### **1. Eligible Bidders**

- 1.1 Only primary manufacturers are eligible to participate in this tender.
- 1.2 Bidders should not be associated with the purchaser for the preparation of the design, specifications, and other documents used for the procurement of the goods under this Invitation of Bids.
- 1.3 The bidder should have a minimum experience of 3 years in the field of manufacture and supply of the product.
- 1.4 Bidder should have good financial background.
- 1.5 The bidder should have minimum 5 popular deodorant brands.
- 1.6 The bidder should neither have supplied nor marketed deodorants in Indian market.

#### **2. Cost of Bidding**

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

### **B. THE BIDDING DOCUMENTS**

#### **3. 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
  - e) Qualification criteria
  - f) Bid Form
  - g) Price Schedules
  - h) Performance statement
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

#### **4. Clarification of Bidding Documents**

- 4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 5 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have responded to the IFB.

## 5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.
- 5.2 Any Amendment to this tender shall be notified in our website [www.lifecarehll.com](http://www.lifecarehll.com) only. Parties are requested to visit the website frequently.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids

## C. PREPARATION OF BIDS

### 6. Language of Bid

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

### 7. Documents Comprising the Bid

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

#### 7.1 TECHNICAL BID

The technical bid shall consist of the following.

- a) Duly attested copies of factory license/ Manufacturing license/ Trade license and documents to prove the legal status, place of registration and principal place of business of the undertaking.
- b) Duly attested copies of quality certificates for the products and quality system certifications.
- c) The Bidder should furnish all relevant licenses for the supply of deodorants.
- d) Turn over statement for the past Three financial years duly certified by a chartered accountant
- e) Statement of installed manufacturing capacity certified by a Chartered Accountant / Internal Auditor.
- f) Details of in house quality control laboratory facilities and services and range of test conducted.
- g) Copy of major contracts undertaken/ copy of major purchase orders for the supply of quoted items within the last 3 years.
- h) Copy of achieved annual production rate certified by a Chartered Accountant /Internal Auditor for the past 3 years.
- i) Organization Structure and Profile of Senior personnel and man power details of the company.
- j) Authenticated copy of the Memorandum of Association/Articles of Association/Partnership deed/ certificates of incorporation/ registration of the organization.
- k) Authorization for the signatory to sign the bids and transact business.
- l) Duly filled & signed bid form as per section VII.
- m) Self declaration from bidder stating that they have neither supplied nor marketed deodorants in Indian market.



n) Self declaration / approval regarding the rights to export products to India.

## **7.2 PRICE BID**

a) Duly filled Price schedule as per section VIII

Please note that the Bidder run the risk of his bid being rejected if the Price Schedule contains any conditions.

## **8. Bid Form**

8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, and their country of origin, quantity and prices.

## **9. Bid Prices**

9.1 The Bidder shall indicate in the Price Schedule the unit prices of the goods it proposes to supply under the Contract.

9.2 Bidders from outside India are required to quote the price on CIF Mumbai Port, Maharashtra, India basis in the Price Schedule I. Domestic bidders are required to quote the delivered rate at HLL Depot / CFA at Mumbai, Maharashtra as per Price Schedule II.

9.3 The Bidders separation of the price components in accordance with the price schedule formats will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4 The price quoted should be valid for twelve months from the date of opening of Financial bids. However the validity can be extended for a further period of twelve months on mutually agreed terms and conditions. The quote should be furnished in the format given in Price Schedule I & II.

## **10. Bid Currencies**

10.1 Prices shall be quoted in Indian Rupees or US Dollars as per clause 9.2 above.

## **11. Documents establishing bidder's eligibility and qualifications**

11.1 Pursuant to ITB Clause 7, 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.

11.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfactions.

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

(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.

## **12 .Documents establishing goods conformity to bidding documents**

Deleted

## **13. Period of Validity of Bids**

13.1 Bids shall remain valid for 60 days from the date of Financial bid opening prescribed by the Purchaser, pursuant to ITB Clause 17. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

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

#### **14. Format and Signing of Bid**

14.1 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.

14.2 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 authorised to bind the Bidder to the Contract. The letter of authorisation shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

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

#### **D. SUBMISSION OF BIDS**

#### **15. Sealing and Marking of bids**

15.1 Separate bids shall be submitted for Financial bid and Technical bid. The bidders shall seal Technical bid and Financial bid in separate inner envelopes, duly marking the envelopes as "TECHNICAL BID" and 'FINANCIAL 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 marked on both the inner envelopes and the outer envelope.

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

**ASSOCIATE VICE PRESIDENT (SD&CTD) i/c,  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: +0471 2354949, 2350959, 2350961, 2356352.  
Website – [www.lifecarehll.com](http://www.lifecarehll.com)**

- (a) The outer envelope shall bear the Invitation for bids (IFB) number, and a statement: "DO NOT OPEN BEFORE" 15.00 Hrs. ON 13-06-2014"
- (b) The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
- (c) If the inner and outer envelopes are not sealed and marked as required the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- (d) Telex, cable or facsimile bids will be rejected
- (e) Bids must be received by the Purchaser at the address specified not later than the date and time specified in the Invitation for Bid. In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- (f) The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **16. LATE BIDS**

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

## **17. MODIFICATION AND WITHDRAWAL OF BIDS**

- 17.1 The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 17.2 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 telex or cable or fax, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.
- 17.3 No bid may be modified subsequent to the deadline for submission of bids.
- 17.4 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**

### **18. Opening of Bids by Purchaser**

- 18.1 The Purchaser will open all Technical bids, in the presence of bidder's representatives who choose to attend, at 15.00 Hrs on 13-06-2014 at the following location:

**HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: +0471 2354949, 2350959, 2350961, 2356352.  
Website – [www.lifecarehll.com](http://www.lifecarehll.com)**

- 18.2 The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 18.3 The bidders names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 16.
- 18.4 The Purchaser will prepare minutes of the bid opening
- 18.5 The "Financial Bid" (Cover B) will be opened after evaluation of "Technical bid" (Cover A) and the date and time will be intimated to bidders whose bids are responsive and who are selected by the Purchaser.
- 18.5 The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. If deemed appropriate, Purchaser may 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. The bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation, if conducted. The Financial 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 sample of the goods. Samples shall be provided during on site evaluation / as per request from purchaser. The short listed bidders will be informed about the time, date and venue of the Financial bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

## **19. CLARIFICATION OF BIDS**

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

## **20. PRELIMINARY EXAMINATION**

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

20.2 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.

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

20.4 Prior to the detailed evaluation, pursuant to Clause ITB 21, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and Taxes and Duties will be deemed to be material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

20.6 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in various currencies to Indian Rupees. Source of exchange rates is BC selling market exchange rates established by State Bank of India or any other commercial bank in India. Date of exchange rate is date of Financial bid opening.

## **21. EVALUATION AND COMPARISON OF BIDS**

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

21.2 The comparison will be made on the basis of CIP destination prices of all bidders. For Comparison of Prices.

- (i) For goods offered from within India, price quoted as per price schedule for delivery of goods to HLL depot/CFA in Mumbai, Maharashtra shall be considered.
- (ii) In the case of goods offered from abroad, applicable customs duty/ import duty along with 2% clearing charges will be added to the price quoted as per the price schedule for delivery off goods on CIF Mumbai port, Maharashtra basis for comparison of bids.

## **22. CONTACTING THE PURCHASER**

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

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

## **F. AWARD OF CONTRACT**

### **23. POST QUALIFICATION**

23.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11.2 and is qualified to perform the contract satisfactorily

23.2 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 11 as well as such other information as the Purchaser deems necessary and appropriate.

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

### **24. AWARD CRITERIA**

24.1 Subject to ITB Clause 28, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

### **25 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

25.1 The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions

### **26 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

### **27 NOTIFICATION OF AWARD**

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

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

### **28 SIGNING OF SUPPLY AGREEMENT**

28.1 The successful bidder has to sign a supply agreement, the draft of which will be send to the lowest bidder only with the letter informing the 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 Purchaser.

### **29 DELAY IN DELIVERY OF GOODS**

29.1 Delivery of the Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Purchase Order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods , the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration

and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.

- 29.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages.
- 29.3 If the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Purchase Order, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in the purchase order.

## **SECTION III**

# **GENERAL CONDITIONS OF CONTRACT**

## **TABLE OF CLAUSES**

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## **GENERAL CONDITIONS OF CONTRACT**

### **1. DEFINITIONS**

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the products, equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the Organisation purchasing the Goods, as named in SCC;
- (h) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- (i) "Day" means calendar day.
- (j) "Delivery period" means the period applicable upto completion of supply, installation, testing and commissioning of the equipment by the supplier at the required site mentioned in purchase order and accepted by the Purchaser.

### **2. APPLICATION**

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

### **3. STANDARDS**

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 Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.

## **5. PATENT RIGHTS**

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

## **6. INSPECTION AND TESTS**

- 6.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 6.2 The inspections and test may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 6.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.
- 6.4 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods despatched.

## **7. PACKING**

- 7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. Packing shall adhere to conditions stipulated in Technical specification.
- 7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

## **8. DELIVERY AND DOCUMENTS**

- 8.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of despatching and/or other documents to be furnished by the supplier are specified in SCC, if any.

## **9. INSURANCE**

- 9.1 The Goods Supplied under the Contract shall be fully insured in Indian Rupees or US Dollars against the loss or damage incidental to manufacture, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

## **10. INCIDENTAL SERVICES**

Deleted

## **11. SPARE PARTS**

Deleted

## **12. WARRANTY**

Deleted

## **13. PAYMENT**

13.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract Clause No.7.

13.2 Payment shall be made in Indian Rupees/US Dollars.

## **14. PRICES**

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

## **15. CHANGE ORDERS**

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

- (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing
- (c) the place of delivery; or
- (d) the services to be provided by the Supplier.

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

## **16. CONTRACT AMENDMENTS**

16.1 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.

## **17. ASSIGNMENT**

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

## **18. SUBCONTRACTS**

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

## **19. LIQUIDATED DAMAGES**

19.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC if any. Once the maximum is reached, the Purchaser may consider termination of the Contract.

## **20. TERMINATION BY DEFAULT**

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

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

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

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

## **21. FORCE MAJEURE**

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

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

## **22. TERMINATION FOR INSOLVENCY**

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

## **23. RESOLUTION OF DISPUTES**

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

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

## **24. GOVERNING LANGUAGE**

24.1 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.

## **25. APPLICABLE LAW**

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

## **26. NOTICES**

- 26.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.
- 26.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **27. TAXES AND DUTIES**

- 27.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi etc., incurred until delivery of the contracted Goods to the Purchaser.

## **28 PERFORMANCE SECURITY**

- 28.1 The successful bidder is required to execute a Performance Security deposit in the form of Bank Guarantee / demand draft for Rs. 3,00,000.00 (Rupees Three Lakhs only) or the nearest equivalent in USD. This bank guarantee shall be as per format given in Section IX and shall be valid for one year from the date of opening of financial bid. The Bank Guarantee shall be assigned in favour of HLL Lifecare Limited.
- 28.2 An amount of 5% shall be deducted from the Invoices submitted by the successful bidder as retention money to be utilized in case of default or defective materials, supplies by the bidder. The performance security, less any sums charged by the purchaser, shall be paid over to the bidder after 90 days from the date of receipt of goods. The bidder can submit Bank Guarantee for 5 % retention money and against the BG, 100% of the invoice amount will be released.

## **SECTION IV**

# **SPECIAL CONDITIONS OF CONTRACT**

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## **SPECIAL CONDITIONS OF CONTRACT**

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

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

(a) The Purchaser is HLL Lifecare Limited, Thiruvananthapuram.

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

- 2.1 The following inspection procedures and tests are required by the Purchaser; The supplier shall get goods inspected in manufacturer's works and submit a test certificate that the product conforms to laid down specifications.
- 2.2 The Purchaser or its representative shall have the right to inspect the goods for their conformity to the Contract specifications, prior to despatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the goods on receipt at destination.
- 2.3 If the goods fail to meet the laid down specifications, the purchaser has right to reject the entire quantity /batch supplied and supplier shall take immediate steps to replace the defective goods at his own cost to the satisfaction of the Purchaser.

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

- 3.1 For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (Final destinations) on "All Risks" basis including War Risks and Strike.

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

4.1 Deleted

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

Deleted

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

Deleted

### **7. PAYMENT (GCC Clause 13)**

7.1 Payment for Goods and Services shall be made in currency of bid as follows:

- i) No advance payment is payable.
- ii) Payment shall be made within 30 days vide RTGS transfer for domestic suppliers and by LC for overseas suppliers from the receipt and acceptance of goods at the CIF Mumbai Port, Maharashtra / HLL Depot / CFA Mumbai, Maharashtra mentioned in the Notification of Award.

### **8. PRICES (GCC Clause 14)**

Substitute Clause 14.1 of the GCC with the following:

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

### **9. SUB CONTRACT**

GCC Clause 18 deleted



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

For delays:

Substitute GCC Clause 19.1 by the following:

- 10.1 If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 5 percent of the delayed Goods or Services contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

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

Add as GCC Clauses 23.1 and 23.2 the following:

- 11.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 23 shall be as follows:
- (a) In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996 the Arbitral Tribunal shall consist of 3 Arbitrator, one each to be nominated by the Purchaser and the supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrator appointed by the parties to reach upon a consensus within 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 (ie.) Thiruvananthapuram.

# **SECTION V**

## **TECHNICAL SPECIFICATIONS**

## **TECHNICAL SPECIFICATIONS**

<b>Product: Moods Deodorant Spray</b>		
<b>Sl. No.</b>	<b>Tests</b>	<b>Specification</b>
1	Description	Clear, perfumed liquid with SKIN CONDITIONERS, propellant-filled in a non-corrosive aluminum container equipped with a valve
2	Fragrance	To last for minimum 10 hours on a blotter at ambient temperature (25°C approx) tested as per industry standard.
3	Spray rate at 25°C	Between 0.15 and 0.25 g/sec.
4	Can pressure at 25°C	Between 85 and 95 psi
5	Net content	NLT 95 g and NMT 100 g
6	Antimicrobial - Identification	Complies
7	Alcohol Denatured (96% v/v alcohol with 10 ppm bitrex)	NLT 30 % and NMT 42 % w/w.
8	Blend Ratio	50 ml Blend/Conc. + 100 ml Propellant Or 40 ml Blend/Conc. + 110 ml Propellant

### **Projected Requirement:**

The Requirement for FY 2014-15 is approximately 520000 cans. The total quantity will not be procured in a single lot. The allocation/requirement will be confirmed on a monthly/quarterly basis as & when required, separately by an order.

## **PACKING SPECIFICATIONS**

<b>Moods Deodorant (4 Variants)</b>		
1	Packaging configuration	12 cans in a shrink wrap and 4 shrink wrapped units in a master carton (corrugated box)
2	Aluminium Can	50 mm dia with 150 mm length
3	Color Printing	Multi Color
4	Packing Material to be used	ALU 50 mm dia with 150 mm length
		Valve
		Cap 50 mm
		Corrugated Box

## **SECTION VI**

### **QUALIFICATION CRITERIA**

(Referred to in Clause 11.2 of ITB)

- a) The bidder should have a minimum experience of 3 years in the field of manufacture and supply of the product.
- b) The bidder should have minimum 5 popular brands.
- c) The bidder should have minimum processing capacity of 25 million cans per annum.
- d) The bidders facility should have ISO 9001 and GMP certification.
- e) The overseas bidders shall provide all legal documents as required under the import registration rules of Indian Drugs & Cosmetics Act.

**SECTION VII**

**BID FORM**

IFB No.HLL/MKTG/SD/2014-15/01 DT. 23-05-2014

Date :.....

To:

**ASSOCIATE VICE PRESIDENT (SD&CTD) i/c,  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: +0471 2354949, 2350959, 2350961, 2356352.  
Website – www.lifecarehll.com**

Dear Sir

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with the said Bidding Documents.

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

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

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

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

\_\_\_\_\_

*(Signature)*

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

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

**SECTION VIII  
PRICE SCHEDULE -I  
RATE SCHEDULE FOR OVERSEAS BIDDERS  
(RATE / UNIT IN USD)**

SI No	Name of Item	Ex- Works Price / Unit (Basic unit price) (A)	Freight Charges (B)	Insurance Charges (C)	CIF Mumbai Port / Unit (A+B+C) in USD (Figure)	CIF Mumbai Port / Unit (A+B+C) in USD (Words)
1	Deodorant in 150ml can					

Seal and Signature of the bidder

**SECTION VIII  
PRICE SCHEDULE -II  
RATE SCHEDULE FOR DOMESTIC BIDDERS  
(RATE / UNIT IN INR)**

SI No	Name of Item	Ex- Works Price / Unit (Basic unit price) (A)	Excise Duty (B)	CST (C)	Freight Charges (D)	Insurance Charges (E)	HLLMumbai Depot / Unit (A+B+C+D+E) in INR (Figure)	HLL Mumbai Depot/ Unit (A+B+C+D+E) in INR (Words)
1	Deodorant in 150ml can							

Seal and Signature of the bidder

**Section-IX**

**PERFORMANCE BANK GUARANTEE**

HLL LIFECARE LIMITED  
HLL Bhavan, Poojappura,  
Thiruvananthapuram - 695012, Kerala, India

1. WHEREAS on or about the \_\_\_\_\_ day of 2014 M/s. \_\_\_\_\_ Company having its registered office at \_\_\_\_\_ (hereinafter referred to as 'The Supplier') entered into an agreement bearing No. \_\_\_\_\_ (hereinafter referred to as 'The Contract'), with HLL Lifecare Limited, A Government of India Enterprise, incorporated as a company under the Companies Act 1956 acting through (hereinafter referred to as (HLL) for supply of \_\_\_\_\_ (hereinafter referred to as 'Goods').
2. AND WHEREAS under the terms & conditions of the contract, the Supplier shall furnish Performance Security Bond for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) representing 5% of the total value of the contract in the form of a bank guarantee, in a manner herein contained duly executed by a scheduled / nationalised bank towards satisfactory performance of the contract and performance of the goods and against any loss or damage caused to or suffered or would be caused to or suffered by HLL by reason of any breach by the said Supplier of any terms and conditions contained in the said agreement. The Performance Bank Guarantee shall be valid up to 365 days beyond the date of completion of all contractual obligations by the supplier covering the Warranty/Guarantee period of the goods as per the terms & conditions of the said agreement.
3. NOW WE, the \_\_\_\_\_ (Bank) in consideration of the promises do hereby agree and undertake to pay HLL Lifecare Limited, on behalf of the Supplier, the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), the amount due and payable under the guarantee without any demur, merely on a demand from HLL stating that the amount claimed is due by way of loss or damage caused to, or suffered by HLL by reason of any breach by the said Supplier of any of the terms and conditions contained in the said agreement or by reason of the Supplier's failure to perform the said agreement or by reason of unsatisfactory performance of the goods during the Warranty period. Any such demand, made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
4. WE undertake to pay to HLL the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), demanded notwithstanding any dispute or disputes raised by the Supplier (s), in any suit on proceedings pending before any Court or Tribunal relating thereto, our liability under this presents being absolute irrevocable and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and the Supplier shall have no claim against us for making such payment.
5. WE HEREBY further agree that the decision of HLL as to the amount of damages suffered by HLL by reasons(s) of any breach by the said Supplier or for non satisfactory performance of goods as per the terms and conditions of the said agreement, shall be final and binding on us.

6. AND WE, the \_\_\_\_\_ (Bank) do hereby further agree that our liability hereinunder shall not be discharged by virtue of any agreement between HLL and the Supplier with or without our knowledge and/or consent and shall remain in full force and effect during the period that would be taken for the performance of the said agreement or by reason of HLL showing any indulgence or forbearance to the Supplier as to payment, time for performance, or any other matter whatsoever relating to the contract, which but for this provision, would amount to discharge of the surety under the law.
7. THIS guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
8. OUR Guarantee shall remain in force until \_\_\_\_\_ and unless a claim under the guarantee is lodged with us within six months from the said date i.e. \_\_\_\_\_ all rights of HLL under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2014

**For** \_\_\_\_\_

(indicate the Name of bank)