

**Tender Document for the manufacture & supply of
DEODORANTS
Under rate contract for 24 Months
IFB No. HLL/MKTG/SD/2016-17/05 DT. 16.11.2016**



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

HLL LIFECARE LIMITED
(A Govt. of India Enterprise)
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012, Kerala, India
Tel: +91 471 2354949, 2350959, 2350961, 2356352.
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IFB NO.	:	HLL/MKTG/SD/2016-17 /05 Dt. 16.11.2016
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	16.11.2016, 10.00 HRS
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	07.12.2016, 11.30 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	07.12.2016, 14.30 HRS
TIME AND DATE OF OPENING OF BIDS	:	07.12.2016, 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 – vgpillai@lifecarehll.com / hllsd@lifecarehll.com

ABSTRACT		
SECTION No.	DESCRIPTION	PAGE No.
SECTION I	INVITATION FOR BIDS (IFB)	04 -05
SECTION II	INSTRUCTION TO BIDDERS (ITB)	06 - 15
SECTION III	GENERAL CONDITIONS OF CONTRACT (GCC)	16 - 21
SECTION IV	SPECIAL CONDITIONS OF CONTRACT (SCC)	22 - 26
SECTION V	TECHNICAL SPECIFICATIONS	27 - 32
SECTION VI	QUALIFICATION CRITERIA	33
SECTION VII	PROFORMA FOR EQUIPMENT AND QUALITY CONTROL	34
SECTION VIII	PERFORMANCE STATEMENT	35
SECTION IX	BID FORM	36
SECTION X	PRICE SCHEDULE	37
SECTION XI A	EMD BANK GUARANTEE FORMAT	38
SECTION XI B	PERFORMANCE SECURITY FORM	39
SECTION XII	LIST OF QUOTED ITEMS	40
SECTION XIII	CHECKLIST	41

SECTION I
INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

IFB No: HLL/MKTG/SD/2016-17/05 DT. 16.11.2016

HLL Lifecare Ltd. hereby invites Sealed and superscribed tenders under Two bid system from reputed manufacturers to supply Six different variants of Deodorants in **HLL's Brand Name** under rate contract for 24 months.

FY	NO OF CANS REQD (200 ml)			
	QTR 1	QTR 2	QTR 3	QTR 4
FY 16 – 17 (25000 Nos of each Variant)				150000
FY 17 – 18 (25000 Nos of each Variant)	150000	150000	150000	150000

Sealed Tenders in duplicate will be accepted till 14.30 Hrs on 07.12.2016 by the ASSOCIATE VICE PRESIDENT (SD & CTD), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram – 695012, Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com

The quantity mentioned herein are approximate quarterly (3 Months) requirement, it may either be increased or decreased on either side with staggered delivery and in case more or less quantity is required the suppliers should be prepared to effect supply at short notice on the same terms and conditions.

- Interested eligible Bidders may obtain further information from the office of the ASSOCIATE VICE PRESIDENT (SD & CTD), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012 Kerala, India Tel: +91 471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com, email – vgpillai@lifecarehll.com, hllsd@lifecarehll.com
- 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/- (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.
- The Tender Documents can also be downloaded from our Website www.lifecarehll.com and cost of the Tender Documents as mentioned above should be furnished along with Technical Bid.
- Interested eligible bidders may submit their bidding documents at the office of the ASSOCIATE VICE PRESIDENT (SD&CTD), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram - 695012, Kerala, India Tel: +0471 2354949, 2350959, 2350961, 2356352. Website – www.lifecarehll.com.
- All bids must be accompanied by the items/documents specified herein and must be delivered to the ASSOCIATE VICE PRESIDENT (SD & CTD)'s Office on or before 07.12.2016, 14.30 Hrs. The bids (Technical Bids) will be opened on 07.12.2016 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.
- Central Public Sector Enterprises/SSI Units registered with NSIC (certified copy required) shall be exempted from payment towards Tender document cost, Earnest Money Deposit & security Deposits as per rules (upto their monetary limit).

SECTION II

INSTRUCTION TO BIDDERS (ITB)

INSTRUCTION TO BIDDERS (ITB)

A. INTRODUCTION

1. Eligible Bidders

- 1.1 Only primary manufacturers from India 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 proven by balance sheet.
- 1.5 The bidder should have minimum 5 popular deodorant brands.
- 1.6 HLL reserves the right to accept or summarily reject bids from Bidders who have earlier supplied to HLL and in whose case quality issues have been encountered, without assigning any reasons whatsoever.

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. Performance statement
 - g. Bid Form
 - h. Price Schedule
 - i. Checklist
- 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 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 (Cover A) shall consist of the following.

- a) DD for purchase of tender documents as per IFB clause no.2 or Copy of receipt against the purchase of tender document.
- b) Duly attested copies of factory license/ manufacturing license/ Industrial license, sales tax registration and documents to prove the legal status, place of registration and principal place of business of the undertaking.
- c) Authenticated copy of the Memorandum of Association/Articles of Association/Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
- d) Copy of Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant.
- e) Turnover certificate for the last three financial years duly certified by a chartered accountant.
- f) Duly attested copies of quality certificates for the products and quality system certifications as specified in technical specifications as per section V. Technical literature/other documents in support of the goods/services.
- g) ISO 9001 and GMP certification is preferable
- h) Specification compliance statement
- i) Documents to prove Qualification Criteria as per Section VI
- j) Performa for equipment and quality control duly filled as per section VII
- k) Performance statement in the Performa under section VIII
- l) Statement of installed manufacturing capacity certified by a Chartered Accountant / Internal Auditor.
- m) Details of in house quality control laboratory facilities and services and range of test conducted.
- n) Copy of major contracts undertaken/ copy of major purchase orders for the supply of quoted items.
- o) Copy of achieved annual production rate certified by a Chartered Accountant /Internal Auditor
- p) Organization Structure and Profile of Senior personnel and man power details of the company

- q) Power of Attorney in stamp paper (Rupees Two Hundred only) duly notarized authorizing the signatory to sign the bids and transact business.
- r) Duly filled & signed bid form as per section IX
- s) Duly signed and sealed bid document by the bidder/ authorized signatory of the bidding form in all pages.
- t) List of item quoted (without prices) as per section XII
- u) Duly filled checklist as per section XIII

7.2 FINANCIAL BID

- a) Duly filled Price schedule as per section X

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

8. Bid Form and Bid security

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, their country of origin, quantity and prices.

8.2 Bidder shall furnish, as part of its bid, bid security as mentioned below

SI No:	Description	Bid security Amount	Validity
1	Moods Deodorants	Rs. 200000/- (Rs. Two Lakh Only)	For six months from the date of bid opening.

8.3 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Sub-Clause 8.8.

8.4 The bid security shall be denominated in the currency of the bid and shall be in one of the following forms: -

- (a) A bank guarantee issued by a nationalized or a scheduled bank in the form provided in the bidding documents at Section –XI A or another form acceptable to the Purchaser
- (b) Account payee Demand draft drawn in favour of the HLL Lifecare Limited, payable at Thiruvananthapuram

8.5 Any bid not secured in accordance with ITB Clauses 8.1 and 8.2 will be rejected by the Purchaser as non-responsive.

8.6 Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.

8.7 The successful Bidder's bid security will be discharged upon the Bidder's signing the Contract, and furnishing the performance security, pursuant to ITB clause 31.

8.8 The bid security may be forfeited: -

- (a) If a Bidder:
 - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (ii) does not accept the correction of errors pursuant to ITB Clause 20.2
- (b) in the case of the successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 28; or
 - (ii) to furnish performance security in accordance with ITB Clause 31.

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 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.

9.3 The price quoted should be valid for two year from the date of opening of Financial bid.

10. Bid Currencies

10.1 Prices shall be quoted in Indian Rupees.

11. Documents establishing bidder's eligibility and qualifications

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 three years.

12. Documents establishing goods conformity to bidding documents

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

12.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3 For the purpose of the commentary to be furnished pursuant to ITB Clause 12.2 (b) above, the Bidder shall note that standards for workmanship, material and equipments and references to brand names or catalogue numbers, if any, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

13. Period of Validity of Bids

13.1 Bids shall remain valid for one year 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 Price bid and Technical bids. 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),
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – 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 07.12.2016"
- (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 07.12.2016 at the following location:

**HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: +0471 2354949, 2350959, 2350961, 2356352.
Website – 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.

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 purchaser's evaluation of a bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 21.3 and in the technical specifications:

Cost of inland transportation, insurance and other costs incidental to the delivery of goods to HLL Lifecare Stores, anywhere in India.

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

(a) Inland transportation, insurance and other incidentals, for delivery of goods to the required locations mentioned in ITB Section 21.2. The above costs will also be considered in the bid price.

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 in the respective price slabs, 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 in a non judicial stamp paper of Rs.200/-, 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.

29.4 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 10 percent of the delayed Goods or Services contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract. If the Supplier fail to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier.

29.5 If L1 or any other parties defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same. The purchaser has the right to forfeit the performance security in the event of default. In addition the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

30. PAYMENT TERMS

30.1. The Price of the Goods quoted shall be inclusive of Cost, insurance, freight unless otherwise specified in the purchase order, - FOR HLL Lifecare Limited, anywhere in India

30.2 Payment shall be made within 30 days from the date of receipt and acceptance of goods at the warehouse at HLL Lifecare Limited, anywhere in India.

30.3. Test Reports are to be forwarded along with the original invoices.

31. PERFORMANCE SECURITY

31.1 An amount of 5% shall be deducted from the Invoices submitted by the successful bidder as performance security to be utilized in case of default or defective materials, supplies, work or service not rectified by the bidder. The performance security, less any sums charged by the purchaser, shall be paid over to the bidder after one year from the date of receipt of material and acceptance at designated HLL CFA / Depot anywhere in India. The bidder can submit Bank Guarantee towards the 5% performance security against which the same shall be released.

32. Shelf Life

32.1. The product shall have a minimum shelf life of three years. The manufacturing date of the product being supplied should not be more than one month prior to the date of dispatch

33. Recall

33.1 The products must be recalled by the manufacturer/ bidder/ supplier at the manufacturers/ bidder/ suppliers cost if rejected by HLL/ purchaser or end user because of the problems with product quality or adverse reactions of the product to the user. The supplier/ bidder/ manufacturer will be obliged to replace the product in question at its own cost with a fresh batch of acceptable quality or withdraw and give a full refund.

33.2 In case of sample testing failure at third party lab/Purchaser's lab or quality related market complaints, the supplier shall take sole responsibility and shall replace the entire batch free of cost.

34. Pre- Dispatch inspection- testing:

34.1 HLL/ purchaser or authorized representative may inspect the product at the manufacturer's/ bidders/ suppliers factory /end user place by drawing samples on random basis from each lot / batch offered. It shall be sent to the laboratory identified by the Purchaser/end user. The goods shall be accepted subject to the approval of the samples for the laid down technical parameters in the specifications including fragrance and package integrity test.

Compliance:

The manufacturer/ bidder / suppliers shall guarantee that the products

- Comply with all provisions of the specifications
- Meet the laid down standards for safety, efficacy and quality
- Fit for the purpose it is made
- Free from defects in workmanship and in materials

SECTION III

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

Sl. No.	DESCRIPTION	PAGE No
1.	DEFINITIONS	18
2.	APPLICATION	18
3.	STANDARDS	18
4.	USE OF CONTRACT DOCUMENTS AND INFORMATION	18
5.	PATENT RIGHTS	18
6.	INSPECTION AND TESTS	19
7.	PACKING	19
8.	DELIVERY AND DOCUMENTS	19
9.	INSURANCE	19
10.	INCIDENTAL SERVICES	19
11.	SPARE PARTS	19
12.	WARRANTY	19
13.	PAYMENT	19
14.	PRICES	20
15.	CHANGE ORDERS	20
16.	CONTRACT AMENDMENTS	20
17.	ASSIGNMENT	20
18.	SUBCONTRACTS	20
19.	LIQUIDATED DAMAGES	20
20.	TERMINATION BY DEFAULT	20
21.	FORCE MAJEURE	21
22.	TERMINATION FOR INSOLVENCY	21
23.	RESOLUTION OF DISPUTES	21
24.	GOVERNING LANGUAGE	21
25.	APPLICABLE LAW	21
26.	NOTICES	21
27.	TAXES AND DUTIES	21
28.	PERFORMANCE SECURITY	21

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, 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, 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 of goods 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.
- 5.2 Any product related cases shall be handled and connected expenses therewith shall be borne by the Supplier only.

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. When conducted on the premises of the Supplier 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 any 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

Deleted.

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.
- 13.2 The Suppliers request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

13.3 Payment shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice/claim by the Supplier.

13.4 Payment shall be made in Indian Rupees.

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

Deleted

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 within Seven days from the date 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 Supplier 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 An amount of 5% shall be deducted from the Invoices submitted by the successful bidder as performance security to be utilized in case of default or defective materials, supplies, work or service not rectified by the bidder. The performance security, less any sums charged by the purchaser, shall be paid over to the bidder after one year from the date of receipt of material and acceptance at designated HLL CFA / Depot anywhere in India. The bidder can submit Bank Guarantee towards the 5% performance security against which the same shall be released.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

Sl. No.	DESCRIPTION	PAGE No
1.	DEFINITIONS	24
2.	INSPECTION AND TESTS	24
3.	INSURANCE	24
4.	INCIDENTAL SERVICES	24
5.	SPARE PARTS	24
6.	WARRANTY	24
7.	PAYMENT	24
8.	PRICES	24
9.	SUBCONTRACTS	24
10.	LIQUIDATED DAMAGES	24
11.	RESOLUTION OF DISPUTES	25
12.	ENCLOSURES TO BID	25

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 Deleted

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 from the date of receipt and acceptance of goods at the warehouse as mentioned in the Notification of Award.

8. PRICES (GCC Clause 14)

- 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)

- 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 10 percent of the delayed Goods or Services contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract. If the Supplier or fail to comply with specific packing descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier.

11. RESOLUTION OF DISPUTES (GCC Clause 23)

Add as GCC Clauses 23.3 and 23.4 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 a Sole Arbitrator to be nominated by the Indian Council of Arbitration, New Delhi.
- 11.2 The venue of arbitration shall be the place from where the Contract is issued (ie.) Thiruvananthapuram. The seat of arbitration shall be Kerala.
- 11.3 The award passed by the Sole Arbitrator shall be final and binding on the parties and the language of the arbitration proceedings shall be in English

12. ENCLOSURES TO BID:

The technical bid (Cover A) shall consist of the following.

- a) DD for purchase of tender documents as per IFB clause no.2 or Copy of receipt against the purchase of tender document.
- b) Duly attested copies of factory license/ manufacturing license/ Industrial license, sales tax registration and documents to prove the legal status, place of registration and principal place of business of the undertaking.
- c) Authenticated copy of the Memorandum of Association/Articles of Association/Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
- d) Copy of Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant.
- e) Turnover certificate for the last three financial years duly certified by a chartered accountant..
- f) Duly attested copies of quality certificates for the products and quality system certifications as specified in technical specifications as per section V. Technical literature/other documents in support of the goods/services.
- g) Specification compliance statement
- h) Documents to prove Qualification Criteria as per Section VI
- i) Performa for equipment and quality control duly filled as per section VII
- j) Performance statement in the Performa under section VIII
- k) Statement of installed manufacturing capacity certified by a Chartered Accountant / Internal Auditor
- l) Details of in house quality control laboratory facilities and services and range of test conducted.
- m) Copy of major contracts undertaken/ copy of major purchase orders for the supply of quoted items.
- n) Copy of achieved annual production rate certified by a Chartered Accountant /Internal Auditor
- o) Organization Structure and Profile of Senior personnel and man power details of the company
- p) Power of Attorney in stamp paper (Rupees Two Hundred only) duly notarized authorizing the signatory to sign the bids and transact business.
- q) Duly filled & signed bid form as per section IX

- r) Duly signed and sealed bid document by the bidder/ authorized signatory of the bidding form in all pages.
- s) List of item quoted (without prices) as per section XII
- t) Duly filled checklist as per section XIII

12.2 FINANCIAL BID

- a) Duly filled Price schedule as per section X

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


SECTION V

TECHNICAL SPECIFICATIONS

SPECIFICATION OF THE CAN





S NO	CHEMICAL COMPOSITION OF SLUGS	SPECS LIMITS
1	Aluminium – Al	99.7 % Min.
2	Silicon – Si	0.2 % Max.
3	Iron – Fe	0.2 % Max.
	TEST	
4	PRINT QUALITY	CLEAR/SHARP
5	SHADE	AS PER SAMPLE PROVIDED BY HLL
6	PRINT MATTER & DESIGN	AS PER ARTWORK PROVIDED BY HLL
	DIMENSION OF CAN	
7	OUTER DIAMETER	53 MM ± 0.20 MM
8	TOTAL LENGTH	140 MM ± 0.50 MM
9	WALL THICKNESS	0.42 MM ± 0.02 MM
10	BOTTOM THICKNESS	1.1 MM ± 0.10 MM
11	CAN SHOULDER PROFILE	Flat
12	CURLING OD	31.20 MM±0.20MM
13	CURLING ID	25.4 MM ± 0.10 MM
14	CURLING THICKNESS	3.00 MM ± 0.20 MM
15	CRIMPING CONTACT HEIGHT	4.20 MM ± 0.20 MM
16	BOTTOM DEPTH	5.70 MM ± 0.5 MM
17	WEIGHT	14.30 Gms ± 1.0 Gm
18	BULGING PRESSURE / BURSTING PRESSURE	14.6 Kg/Cm ²
	INTERNAL LACQUER	
19	LACQUER POROSITY TEST	80mA with 2% CuSO ₄ Sol.
20	Acetone Test	Min 25 Rubs
	PRINTING & OVER VARNISH	
21	SCARTCH RESISTANCE	Should Pass
22	HOT WATER – FOR STABILITY	Decoration Should not Peel
23	TEXT PROOFING	AS PER HLL ARTWORK
24	SURFACE FINISH	GLOSS
25	ACETONE TEST	MIN. 20 RUBS

SPECIFICATION OF AEROSOL VALVE	
	Clear Lacquered valve (Code of the Valve) : FU-15/15.3-200
	Mounting cup Clear Lacquered tinplate (code : F)
	Outer gasket (Nitrile rubber)
	Inner gasket (Butyl, code : U)
	Stem 1x0.5mm, Red color (Code : 15) Material : PA66
	Spring stainless 0.6mm Housing Material : POM VPH : 0.3mm
	Dip tube Material: PE 200mm visible

TECHNICAL SPECIFICATION OF ACUATOR	
	White actuator with black insert of 0.46 mm oriface Material : PP material

HOLOGRAM STICKER

Small round shape hologram branded with double "O" / moods branding, struck on the cap & can to avoid misusage of the Deo.

SPECIFICATIONS OF CAP			
			
MATERIAL : HIPES			
PRINT : METALLIC FINISH			
COLOUR : AS PER THE CAN COLOUR			
DESIGN : REQD AS PER THE PHOTO ATTACHED			



Fragrance specification	
1. Match the below mentioned fragrance atleast 95% 2. Concentration of the perfume should not be less than 3.5%	
OASIS PERFUME	The top notes of Oasis perfume include Italian blackberries and white cedar wood. The middle notes include cassis, nectar, rose de mai, and freesia Base notes round out the scent with chypre accord, musky wood, orcanox , and vanilla patchouli
CHEMISTRY PERFUME	The top note has the freshness of water and juices, brought by citruses: Sicilian bergamot, ice-cold lemon, Italian mandarin and fresh melon. The middle note is warm and gently spicy with the notes of cinnamon and black pepper. Eastern mysteriousness and sensuality are felt in the base notes: sandal wood, cedar, ambergris musk and Tonka bean.
HILL TASK PERFUME	The Top notes od apple, orange blossoms, fresh sweet bergamot and sparkling lemon. The middle notes of rose patchouli and teakwood in. The base acts with the accords of vanilla, musk and labdanum.
ALL BLUE PERFUME	Top notes are orange, juniper berries, lavender, mandarin orange, basil, star anise and bergamot; middle notes are ginger, orange blossom and lotus; base notes are sandalwood, benzoin and white musk.
MOODS ENTIZE	SAMPLE WILL BE PROVIDED
MOODS MISCHIF	SAMPLE WILL BE PROVIDED

OTHER SPECIFICATIONS:

Product: Moods Deodorant Spray		
S No	TESTS	SPECIFICATIONS
1	No of Variants	6 Variants Perfume Body Spray
2	SKU's	200 ml content in a 200ml can
3	Description	Clear, perfumed liquid with SKIN CONDITIONERS, propellant – filled in a non – corrosive aluminum container
4	Fragrance	To last for minimum 10 hours on a blotter at ambient temperature (25°C approx.) tested as per industry
5	Spray rate at 25°C	Between 0.15 and 0.25g/sec
6	CAN Pressure at 25°C	Between 85 and 95psi
7	Net Content	NLT 115g and NMT 120g
8	Antimicrobial – Identification	Complies
9	Alcohol Denatured (96%v/v alcohol with 10ppm bitrex)	NLT 40% and NMT 45% w/w
10	Blend Ratio	80ml Blend/ Conc.+ 120ml propellant Or 90ml Blend/ Conc.+ 110ml propellant

PRODUCT CAN PACKAGING SPECIFICATIONS FOR ALL VARAINTS

The design artwork of the CAN packaging will be provided by HLL Lifecare Ltd and same has to be printed in the packaging bag.

The packaging design will contain the following information

- Brand name of MOODS DEO with Variant descriptor, the details of manufacturer address, marketed by HLL Lifecare Ltd address, customer care no., enquiry email id, shelf life of three years from the date of manufacturing and barcode.
- The details of the product features & other mandates like ingredients, caution, attention, net content, should be mutually approved by manufacturer and by HLL Lifecare Ltd and the same will be printed in the packaging.
- The manufacturing date, batch no, expiry date, MRP (incl of all taxes) should be printed in the given space on the packaging.

PRIMARY PACAKGING FOR ALL VARAINTS

12 (Twelve) CANS IN AN INNER CARTON with Separators. Packing should be able to prevent damage or deterioration during transit.

SECONDARY PACKAGING FOR ALL VARIANTS

4 (Four) INNER CARTON should be packed in a Master carton for easy handling, transport & distribution. One MASTER CARTON will contain 12 cans X 4 inner cartons = 48 Cans

Description	Specification	Raw Material
12 CANS in a Inner carton with seperators		
Inner carton (Primary pack)	Corrugated Box, Virgin Craft paper, Single color printing	Made out of 7 ply (narrow flute), each ply 120 GSM virgin craft paper in the minimum burst factor of the 5 layer are 20. Internally stapled. Bursting Strength should not be less than 10
4 Inner cartons in a Master carton		
Master Carton (Secondary packing)	Corrugated Box, Virgin Craft paper, Single color printing	Made out of 5 ply (narrow flute), each ply 120 GSM virgin craft paper in the minimum burst factor of the 5 layer are 20. Internally stapled. Bursting Strength should not be less than 15.

In the event of items of MOODS DEO (deodorant) supplied found to be not as per specifications in respect of their packing, HLL is at liberty to make alternative purchase of the items of MOODS DEO for which the Purchase orders have been placed from any other sources or in the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases HLL has every right to recover the cost and impose penalty.

SHELF LIFE

The product shall have a minimum shelf life of three years. The manufacturing date of the product being supplied should not be more than one month prior to the date of dispatch.

LICENSE AND PEMITS

The Supplier 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.

The Supplier 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 Supplier. The Supplier shall indemnify and hold harmless Purchaser 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 Supplier or its personnel.

QUALITY ASSURANCE

Compliance:

The manufacturer shall guarantee that the products

- Comply with all provisions of the specifications
- Meet the laid down standards for safety, efficacy and quality
- Fit for the purpose it is made
- Free from defects in workmanship and in materials

PRE INSPECTION AND TESTS

- 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.
- 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, all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

- 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.
- 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.

MINIMUM ORDER QUANTITY:

Minimum order quantity (MOQ) shall be 25000 CANS per variant

REQUIREMENT:

FY	NO OF CANS REQD			
	QTR 1	QTR 2	QTR 3	QTR 4
FY 16 – 17 (25000 OF EACH VARIANT)				150000
FY 17 – 18 (25000 OF EACH VARIANT)	150000	150000	150000	150000

FY 16 – 17: 1,50,000 CANS (25000 CANS OF 6 VARAINTS)

FY 17 – 18: 6,00,000 CANS (100000 CANS OF 6 VARAINTS)

The order for the FY 17-18 will be placed as per the marketing dynamics like the acceptance & offtake of the product. The total quantity may 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.

LEAD TIME

The lead time for manufacturing and supplying the products is 30 days from the date of indent. The indent for the products will be given by HLL lifecare ltd and the manufacturer should deliver the cases as per the lead time stated above. The manufacturer holds all responsibility in delay of the products to the destination. If there is a space constraint in our CFA / Depot the stock will be taken in an staggered manner.

DELIVERY LOCATIONS

There are 13 CFAs/depots for HLL Lifecare Ltd across the country. The products shall be supplied to HLL CFAs or depot as per the instruction received from HLL lifecare Ltd. Please find the location of the HLL CFAs/depot below

S NO	HLL CFA / DEPOTS	S NO	HLL CFA / DEPOTS
1	TRIVANDRUM	8	DELHI
2	CHENNAI	9	JAIPUR
3	BANGALORE	10	GHAZIABAD
4	HYDERABAD	11	VARANASI
5	MUMBAI	12	KANPUR
6	INDORE	13	KOLKATA
7	AHMEDABAD		

LIABILITY DURING TRANSIT:

The products should reach the CFAs or depots from 30 days of indent given. The cases and the products should be in good condition during the delivery. In case of any damage before or during transit of goods from manufacturer to CFA, the manufacturer is liable for it.

MRP

The MRP for 200 ml Moods deodorants is Rs 220/-.

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 10 lac cans per month.
- d) ISO 9001 and GMP certification is preferable.
- e) Only primary manufacturer from India is eligible to participate in the tender.

SECTION VII

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

(Please attach detailed proforma incorporating the information given below)

BID NO.....

DATE OF OPENING.....

NAME OF THE BIDDER:.....

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

1. Name & Full address of the Manufacturer
2. (a) Telephone No. Office/Factory/Works
(b) Fax No. Office/Factory/Works
(c) E-mail address
3. Location of the manufacturing factory
4. Details of important Plant & Machinery functioning in each dept.
5. Details of the process of manufacturer in the factory
6. Details & stocks of raw materials held
7. Production capacity of item(s) quoted for, with the existing Plant & Machinery
 - 7.1 Normal
 - 7.2 Maximum
8. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
9. Details of staff:
 - 9.1 Details of technical supervisory staff in charge of production & quality control
 - 9.2 Production: Managers/engineers/ officers/supervisors
 - 9.3 QA / Q.C :Managers/engineers/ officers/supervisors
 - 9.4 Skilled labour employed
 - 9.5 Unskilled labour employed
 - 9.6 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.
10. Whether Goods are tested to any standard specification? If so, copies of specifications & original test certificates should be submitted.
11. Whether bidder is willing to keep minimum stock of the item? If yes, how much can be kept?
12. What is the lead-time for execution of order for mentioned quantity of the item?

SECTION VIII

PROFORMA FOR PERFORMANCE STATEMENT

Proforma for Performance Statement

IFB No. HLL/MKTG/SD/2016-17/05 Dt: 16.11.2016

Name of the form:

Order placed by (Full Address of Purchaser)	Order No. and Date	Description Of ordered item	Quantity of ordered item	Value of order	Date of Completion of delivery	Remarks indicating reasons for late delivery, if any

Signature and Seal of the Bidder.....

.....

SECTION IX
BID FORM

IFB No.HLL/MKTG/SD/2016-17/05 DT.16.11.2016

Date:.....

To:

**ASSOCIATE VICE PRESIDENT (SD&CTD),
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 X
PRICE SCHEDULE

Price in INR

SI No	Name of Item	UOM	Ex-factory		Excise Duty, If any		Packing & Forwarding		Inland Transportation, Insurance & other local costs incidental to delivery		Total price for each unit	CST @ 2%	Final Price *	
			Amt	%	Amt	%	Amt	%	Amt	Amt		Amt	Amt in Figures	Amt in Words
a	b	c	d	e	f	g	h	i	j	k=d+f+h+j	l	k+l	k+l	
1	Moods Deodorants 200ml (All Variants)													

* For evaluation the final price will be rounded off to two decimals. The purchaser reserve the right to re-negotiate the rate once Goods and Service tax (GST) is implemented.

Signature and Seal of the Bidder.....

SECTION-XI A

EMD BANK GURANTEE FORMAT

Whereas _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for the supply of _____ (name and/or description of the goods) (hereinafter called "the Bid") .

KNOW ALL PEOPLE by these presents that We, _____ (name of bank) of _____ (Name of Country), having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto _____ (name of purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;
OR
 - (b) does not accept the correction of errors in accordance with Instruction to Bidders
OR
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including days/months after the date of bid opening i.e, days/months after(date), and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

SECTION-XI B
PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS _____ (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. _____ dated _____ 20__ to supply _____ (Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20__.

Signature and Seal of Guarantors

Date: _____ 20 _____

Address: _____

SECTION-XII
LIST OF QUOTED PRODUCT

SI No	Name of Items	UOM	Quoted / Not Quoted
1	Moods Deodorants 200ml (All Variants)		

Signature and Seal of the Bidder.....

SECTION-XIII
CHECKLIST

SI No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2	Tender Fees- In Form of Demand Draft			
3	EMD in the form of BG/DD			
4	Tender document duly signed and stamped in all pages along with corrigendum (if Any)			
5	Duly attested copies of factory license/ manufacturing license/ Industrial license, sales tax registration and documents to prove the legal status, place of registration and principal place of business of the undertaking			
6	Authenticated copy of the Memorandum of Association/Articles of Association/Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor			
7	Copy of Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant.			
8	Production details of the goods to be supplied duly certified by a chartered accountant			
9	Purchase orders received from various agencies for the supply of goods			
10	Turnover certificate for the last three financial years duly certified by a chartered accountant.			
11	Duly attested copies of quality certificates for the products and quality system certifications as specified in technical specifications as per section V. Technical literature/other documents in support of the goods/services.			
12	Specification compliance statement			
13	Documents to prove Qualification Criteria as per Section VI			
14	Organization Structure and Profile of Senior personnel and man power details of the company			
15	Power of Attorney in stamp paper (Rupees Two Hundred only) duly notarized authorizing the signatory to sign the bids and transact business.			
16	Statement of installed manufacturing capacity certified by a Chartered Accountant/Internal Auditor.			
17	Site Master file of factory			
18	Onsite quality assurance and lab facilities with detailed equipments available			
19	Section VII: Performa For Equipment and Quality Control			
20	Section VIII: Performance Statement			
21	Section IX: Bid Form			
22	Section X: Price Schedule			
23	Section XI: Performance Security Form			
24	Section XII: List of Items Quoted			
25	Section XIII: Checklist			