TENDER NO. HLL/AFT/MTLS/ Mono Carton- M Cup/2023-24

02.01.2024



INVITATION FOR BID

FOR

SUPPLY OF MONO CARTONS FOR MENSTRUAL CUP, STERILIZATION CUP & MENSTRUAL CUP KIT

TECHNICAL BID DOCUMENT

TENDER NO. HLL/AFT/MTLS/ Mono Carton- M Cup/2023-24

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TENDER NOTICE

Sealed and superscribed tender under two bid system are invited for supply of the following at HLL Lifecare Limited, Akkulam Factory, Thiruvananthapuram -695017.

Name of the Item	Quantity	Last Date & Time of receipt of bids	Delivery
Mono Carton for Menstrual Cup	3,00,000 Nos		
Mono Carton for Sterilization Cup	50,000 Nos	16.01.2024 at 2.00 PM	15 days (From the date of
Mono Carton for Menstrual Cup Kit	50,000 Nos	dt 2.00 m	LOI/PO)

- Date of Tender starting : 02/01/2023
- Last Date & Time of Tender : 16/01/2024, 2.00 PM
- Date of the tender opening : 16/01/2024, 3.00 PM
- EMD for the Tender : Rs.50,000/-

The tender can be downloaded from our Website at :<u>http://www.lifecarehll.com/tender</u>.

Joint General Manager (Materials) Ph No: +91 471 2445930 Fax No: +91 471 2445935 Email: materialsaft@lifecarehll.com, epurchaseaft@gmail.com

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INVITATION FOR BIDS (IFB)

HLL LifecareLimited invites Competitive Bids for finalizing rate contract for the supply of following itemsfrom eligiblecompetent bidders to our Akkulam Factory, Thiruvananthapuram District (Kerala State) for a period of One Years.

- I. MONO CARTON(WALLET) FOR MENSTRUAL CUP
- II. MONO CARTON (WALLET) FOR STERILIZER CUP
- III. MONO CARTON (WALLET) FOR MENSTRUAL CUP KIT
- 1. The bidder shall furnishEarnest Money Deposit (EMD). The Bid Security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security. The bid security shall be in the form of a Demand Draft in favour of HLL Lifecare Limited, payable at Thiruvananthapuram / through RTGS/NEFT transfer or aBank Guarantee from Scheduled Banks. HLL Bank A/c details as follows:
 - Name of Bank : State Bank of India
 - A/c number : 30307559515
 - IFSC Code : SBIN0004350
 - SWIFT Code : SBININBB564
 - Branch name : Commercial Branch, Thycaud, Thiruvananthapuram
- 2. The Bid Security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity.
- 3. Start ups/MSE units interested in availing exemption from payment of bid security should submit a valid copy of their registration certificate issued by the concerned Startups/Udyam. If the bidder is a MSE, it shall declare in the bid document the Udyam Memorandum Number issued to it under the MSME Act, 2006. If a MSE bidder do not furnish the UAM Number along with bid documents, such MSE unit will not be eligible for the benefits available under Public Procurement Policy for MSMEs Order 2012. But the Party has to provide Performance Security/Security Deposit if Tender is awarded to them.
- 4. Startups/MSE units have to submit a Bid Security Declaration Form to avail Bid Security exception. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser. The supplier shall quote as per price schedule for all the items given in schedule of requirement.
- 5. The Rate quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected. The prices quoted by the

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- bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/system offered.
- 6. The Rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.
- 7. The Technical Bids will be evaluated based on the eligibility criteria and responsiveness to the tender requirements. The Price Bids of tenderers who fulfill the Technical bid requirements only will be opened for further evaluation. HLL Lifecare Limited reserves the right to reject any or all of the offers without assigning any reason.
- 8. The successful bidder/bidders shall be required to execute a Contract Agreement within fifteen (15) days of issue of Letter of Acceptance, failing which the Earnest Money shall be forfeited and the offer cancelled.
- 9. In the event of the date specified for bid receipt and opening being declared as a closed holiday for HLL's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- 10. Bidders shall submit a written Power of Attorney authorizing the signatory (ies) of the tender to commit the tender.
- 11. Each page of tender shall be signed by the authorized signatory of the Tenderer.
- 12. Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Tender/Contract shall be communicated forthwith in writing by the Tenderer to HLL.
- 13. The HLL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. The company reserves the right to change the qualifying criteria at their discretion and to cancel the tender or reject any of the bids without assigning any reason thereof.
- 14. 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.
- 15. Any changes regarding extension of tender time etc. shall be communicated through HLL web site <u>http://www.lifecarehll.com/tender_</u>only.
- 16. Unit Chief, HLL Lifecare Limited, Akkulam Factory reserves right to cancel this tender at any point of time.

Joint General Manager (Materials)

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PRE-QUALIFICATION CONDITIONS - (MINIMUM ELIGIBILITY CRITERIA) Material: MONO CARTON FOR MENSTRUAL CUP

- 1. The Annual production capacity of the Bidder should be sufficient to meet of HLL requirement.
- 2. Earnest Money Deposit (EMD) mentioned in the Tender Document should be submitted along with the Bid. If the bidder is eligible for EMD exemption, supporting Documents should be attached.
- 3. Bidder should be ready to submit the Security Deposit (SD) as prescribed in the Tender Document.
- 4. The Average Annual Turnover of the Bidder should be Rs 50 Lakhs at least for One Year in the last Three Years. Vendors are required to submit documents relating to last three years in support of their claim. MSE & Startups are exempted from minimum Turn Over Note:-
- a. Qualified Vendors of HLL for the supply of MONO CARTON FOR MENSTRUAL CUP shall stand qualified in the Technical Bid of this tender, if they meet the above minimum eligibility criteria.
- b. Vendors who are new to HLL will undergo vendor development protocol for the qualification of material, if they meet the minimum eligibility criteria. (HLL technical team shall visit the Bidder's production facility as part of Technical bid qualification).
- c. The bidder shall submit the product samples Product (Mono Carton for M Cup) / Raw material test certificates (COA), copy of relevant statutory license /agreements, etc. separately, prior to the technical bid opening date to the undersigned, Joint General Manager (Mtls.), HLL Lifecare Limited., Akkulam Factory, Sreekariyam Post, Thiruvananthapuram, Pin: 695 017).
- d. Vendors who do not meet the minimum eligibility criteria will be disqualified and their Price bids will not be opened.

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<u>Questionnaire for Pre-Qualification (Minimum Eligibility Criteria)</u> (In Line with Minimum Eligibility Criteria)

1.	Are you a manufacturer? If yes	YES/NO
a.	Details of key customers	
2.	What is your annual production / process capacity? Out of the above how much can you supply to HLL per month?	
3.	Have you submitted specified Earnest Money Deposit?	YES/NO
a.	Are you eligible for EMD Exemption	YES/NO
b.	Are you an MSE Vendor/Start UP	YES/NO
с.	If yes, Have you submitted Bid Security Declaration Form?	YES/NO
4.	Are you ready to submit the Security Deposit (SD) as prescribed in the Tender Document	YES/NO
5.	Have you attached Annual Turnover for the last three years?	YES/NO
a	2022 - 2023	
b	2021 - 2022	
С	2020 - 2021	
6.	Are you existing vendor of HLL Lifecare Limited? If yes, Since when	YES/NO

All the information provided hereinis True & Correct

PLACE: DATE: NAME & SIGNATURE OF THE APPLICANT

(WITH OFFICE SEAL)

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General information of the manufacturer / supplier

Sl No	Description	Status
1	Name & Address of the Supplier	
	Telephone No.	
	E-mail Address	
	Name of contact person	
	Whether proprietary/partnership/Limited company.	
	Specify whether Startups / MSE unit	
f.	If Yes, please specify if your unit is owned bySC/ST	
	/Women entrepreneur	
	Specify whether Startup unit	
-	GST NO	
	PAN No	
	HSN Code of the Item	
2.	Bank Details	
a.	Name	
	Branch & Address of your Banker	
с.	Account No.	
d.	Swift Code / IFSC Code	
3.	How many years have you been in the business of	
	manufacturing/selling	
4.	What is your annual production capacity	
5.	Indicate the quantity you can supply to HLL per month	
6.	What would be the minimum period required to deliver	
	the ordered quantity from the date of confirmed	
	purchase order	
7.	Details of In-House Production Facility:	
	information provided barain is true & correct	

All the information provided herein is true & correct.

PLACE: DATE : NAME & SIGNATURE OF THE APPLICANT

(WITH OFFICE SEAL)

NOTE: Forms must be completed in all respect and supported by relevant documents.

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SCHEDULE-B

TECHNICAL SPECIFICATION

SI No	ltem	Size (In mm)	GSM	Type of Board	Other Details
1	MONO CARTON (WALLET) FOR MENSTRUAL CUP	61 x 61 x 80	275	ITC ECO BLANCA, WHITE BACK	 Bulk cc/gm 1.24+/-5%, Moisture 6.5-8.0%, Cobe 60 gm/msq, Gloss UV varnish spot on Sperm & Tail and embossing on the Sperm & Tail, Die punching and joint shall be overlapped and pasted, joint shall not be on front panel, Four Colour printing.
2	MONO CARTON (WALLET) FOR MENSTRUAL CUP	61 x 61 x 80	300	-do-	-do-
3	MONO CARTON (WALLET) FOR MENSTRUAL CUP	61 x 61 x 80	350	-do-	-do-
4	MONO CARTON (WALLET) FOR MENSTRUAL CUP	61 x 61 x 80	300	COATED DUPLEX BOARD, WHITE BACK	 Grade 2 (1.45 cc/gm), Bulk 1.25 cc/gm +/-5%, Moisture 6-9% Cobe 60 g/m, Die punching and joint shall be overlapped and pasted, joint shall not be on front panel, Four Colour printing.
5	MONO CARTON (WALLET) FOR MENSTRUAL CUP	61 x 61 x 80	325	-do-	-do-
6	MONO CARTON (WALLET) FOR MENSTRUAL CUP	61 x 61 x 80	350	-do-	-do-
7	MONO CARTON (WALLET) FOR STERILIZER CUP	90 x 50 x 90	275	ITC ECO BLANCA, WHITE BACK	 Bulk cc/gm 1.24+/-5%, Moisture 6.5-8.0%, Cobe 60 gm/msq, Gloss UV varnish spot on Sperm & Tail and embossing on the Sperm

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SI No	ltem	Size (In mm)	GSM	Type of Board	Other Details			
					 &Tail, Die punching and joint shall be overlapped and pasted, joint shall not be on front panel, Four Colour printing. 			
8	MONO CARTON (WALLET) FOR STERILIZER CUP	90 x 50 x 90	300	-do-	-do-			
9	MONO CARTON (WALLET) FOR STERILIZER CUP	90 x 50 x 90	300	COATED DUPLEX BOARD, WHITE BACK	 Grade 2 (1.45 cc/gm), Bulk 1.25 cc/gm +/-5%, Moisture 6-9% Cobe 60 g/m, Die punching and joint shall be overlapped and pasted, joint shall not be on front panel, Four Colour printing. 			
10	MONO CARTON (WALLET) FOR STERILIZER CUP	90 x 50 x 90	325	-do-	-do-			
11	MONO CARTON (WALLET) FOR MENSTRUAL CUP KIT	90 x 90 x 95	275	ITC ECO BLANCA, WHITE BACK	 Bulk cc/gm 1.24+/-5%, Moisture 6.5-8.0%, Cobe 60 gm/msq, Gloss UV varnish spot on Sperm & Tail and embossing on the Sperm & Tail, Die punching and joint shall be overlapped and pasted, joint shall not be on front panel, Four Colour printing. 			
12	MONO CARTON (WALLET) FOR MENSTRUAL CUP KIT	90 x 90 x 95	300	-do-	-do-			
13	MONO CARTON (WALLET) FOR MENSTRUAL CUP KIT	90 x 90 x 95	300	COATED DUPLEX	 Grade 2 (1.45 cc/gm), Bulk 1.25 cc/gm +/-5%, 			

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SI	ltem	Size (In mm)	GSM	Type of	Other Details
No				Board	
				BOARD,	Moisture 6-9% Cobe 60
				WHITE BACK	g/m,
					 Die punching and joint shall be overlapped and pasted, joint shall not be on front panel, Four Colour printing.
14	MONO CARTON (WALLET) FOR MENSTRUAL CUP KIT	90 x 90 x 95	325	-do-	-do-

SPECIAL REMARKS:

- 1. ADHESIVE USED SHOULD NOT PROMOT ANY KIND OF FUNGUS OR MOLD GROWTH
- 2. MONO CARTON SHALL BE PACKED IN UNFOLDED & KEPT IN OPPOSITE DIRECTION, PROPERLY SEALED AND STRAPPED AND PACKED IN POLYTHENE SHEET COVERING INSIDE CORRUGATED BOX IN BUNDLES OF 100 NOS PER PACK.
- 3. INK USED SHALL BE NONTOXIC & PYROGEN FREE
- 4. PRINTING ON ALL SIX SIDES OF WALLET SHALL SHALL BE AS PER HLL APPROVED ART WORK
- 5. (SAMPLE ARTWORK SHALL BE GET APPROVED FROM HLL BEFORE BULK PRINTING)
- 6. M CUP MONO CARTON DRAWING NO: HLL DRAWING NO: HLL-CED-F3-246-00
- 7. STERILIZER CUPMONO CARTON (WALLET) DRAWING NO: HLL DRAWING NO: HLL-CED-F3-254-00
- 8. M CUP KIT MONO CARTON DRAWING NO: HLL DRAWING NO: HLL-CED-F3-253-00

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TERMS & CONDITIONS

- 1. The Tender should be completed in all respects. Incomplete tenders are liable to be rejected.
- 2. EMD of **Rs 50,000/-**shall be made as per Tender condition and the supporting documents shall be attached in Technical bid. Those parties who are exempted from EMD shall submit the supporting documents along with Bid Security Declaration in the Portal.Start ups/MSE units interested in availing exemption from payment of bid security should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyam.
- 3. Bidder should submit all relevant documents to prove the Pre-Qualification Criteria in the Technical document.
- 4. The Qualified Vendors of HLL Lifecare Limited shall stand qualified in the Technical Bid. Vendors who are new to HLL will undergo Vendor Development Protocol for the qualification of material, if they meet the minimum eligibility criteria. Vendors who do not meet the Minimum Eligibility Criteria will be disqualified and their Price bids will not be opened.
- 5. Clarification of Bidding Documents : 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 3 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 enquiry) will be sent to all prospective Bidders who have received the bidding documents.
- 6. SUBMISSION OF BIDS (Sealing and Marking of bids): Separate bids shall be submitted for price bid and technical bids. The bidders shall seal Technical bid and Price bid in separate covers duly marking the envelopes as "TECHNICAL BID" cover "A" and "PRICE BID" cover "B". The Bidders shall then place both the envelopes (cover "A" & cover "B") in an outer envelope. The name of the Tender for which the bid is made must be marked on both the inner envelops and the outer envelope.

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- 7. The Tender should be complete in all respects. Incomplete tenders are liable to be rejected.
- 8. Unsealed Tenders received are liable to be rejected and this will be at the sole risk of the Tenderer.
- 9. The Company shall have the right to inspect the existence and quality of the details claimed in the Technical Bid, to determine the eligibility of the Bidder prior to the award of work and the tenderer shall extend all co-operation for this. If any information provided in the Technical Bid is found false or incorrect at the stage of inspection or visit, the tenderer shall be disqualified. If any information provided in the Technical Bid is found false at any point of time during the contract period, the same shall result in termination of contract with the tenderer, disqualification of the tenderer from future tendering, forfeiture of EMD paid and Security Deposit and payment of compensation towards loss or damage caused to the company on account of making false claims.
- 10. BID OPENING AND EVALUATION (Opening of Bids by Purchaser)
- 10.1 The Purchaser will open all technical bids (Cover A), in the presence of bidder's representatives who choose to attend, at the following location:

Office of the Joint General Manager (Materials), HLL Lifecare Limited, Akkulam Factory, Sreekariyam (PO), Thiruvananthapuram 695017

- 10.2 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.
- 10.3 The bidder's names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder.
- 10.4 The "Price Bid" (Cover B) will be opened after evaluation of "Technical bids" and the date and time will be intimated to bidders whose bids are qualified and responsive.

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- 10.5 The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. 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, if deemed appropriate on purchaser's sole discretion. The bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation. The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation will be returned un-opened. The short listed bidders will be informed about the time, date and venue of the price bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.
- 11. CLARIFICATION OF BIDS: 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.
- 12. The tenderer who does not meet the Minimum eligibility Criteria shall be considered as DISQUALIFIED in the tender. Their Price Bid shall be returned unopened to them.
- 13. HLL reserves right to accept/reject any/all bids at their discretion without assigning any reason.
- 14. HLL reserves right to cancel this tender at any point of time without assigning any reason.

Sl No	Description	UOM	Estimated Quantity	EMD
1	Mono Carton for Menstrual Cup	Nos	3,00,000	
2	Mono Carton for Sterilization Cup	Nos	50,000	RS 50,000/-
3	Mono Carton for Menstrual Cup Kit	Nos	50,000	,

15. QUANTITY:-

16. The quantity mentioned herein is approximate estimated requirement and in case the company requires less/more quantity, the supplier should be prepared to affect supply at short notice at the agreed rate, terms and conditions.

17. HLL reserves right to split up the order quantities among the L1 and Matched L1 Parties as per HLL Procurement Manual. Preference will be given to L1 bidder. Normally 50% of quantity will be allocated to L1 party, and balance shall be allotted among the vendors

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who are matching the L1 rate. If L1 bidder fail to execute the order in time, the same will be diverted to other matched L1 bidder. However, the company reserves the right to decide on the allocation of Order Quantity on case to case basis.

- 18. HLL shall issue Purchase Orders on staggered basis with Successful L1 Bidder / Matched L1 Rate Bidders as per the requirement of HLL. The item should be delivered as per the delivery schedule mentioned in the Letter of Intent / Purchase Order.
- 19. The price quoted should be inclusive of Basic Price, Packing & Forwarding, Transportation, Insurance, other levies, etc and GST will be extra as applicable.
- 20. Loading of the item from suppliers site will be in the scope of tenderer. Unloading at the site of HLL will be borne by HLL.
- 21. The Supplier shall supply strictly as per the order terms in respect of quality and specification. HLL reserves the right not to receive the goods beyond the delivery date given in the order.
- 22. The Rates shall be suitably filled as applicable in the BOQ in Cover B (Price Bid). The quoted rate shall be valid for a period of One year from the date of opening of price bid. No price escalation and no change in terms and conditions will be allowed on any ground till the order is completely executed.
- 23. ACCEPTANCE OF PURCHASE ORDER:-The successful Bidders/Matched L1 Rate Bidders have to sign the duplicate copy of the Letter of Intent (LOI) / Purchase Order (PO) and return back within 15 days of receipt of LOI / PO, which will be considered as the confirmation of acceptance of LOI / PO.
- 24. SECURITY DEPOSIT (SD):- Successful Bidders / Matched L1 Rate Bidders shall submit Security Deposit in Demand Draft for an amount of 3% of the Order Value within 15 days of acceptance of order OR as per the Security Deposit Clause No of HLL Purchase Manual(will be recovered from their running bills for the required security amount). The EMD submitted by the successful bidder shall be converted to SecurityDeposit and the bidder shall be allowed to remit the balance amount. In the case of Bidders under the category of MSE's who have not submitted EMD, the security deposit will have to be remitted. The Security Deposit shall be payable to the Purchaser as compensation for failure to complete its obligations under the contract. Security Deposit will be discharged within 30 days from the date of completion of supply of tendered quantity.

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- 25. HLL shall issue Purchase Orders on staggered basis with Successful L1 Bidder / Matched L1 Rate Bidders as per the requirement of HLL. The item should be delivered as per the delivery schedule mentioned in the Letter of Intent / Purchase Order.
- 26. Delivery of Item: Party shall supply the item within 15 days from the date PO / LOI as per the requirement of HLL.
- 27. Acceptance of the delayed supplies and excess quantity is solely at the discretion of HLL. In the case of excess supply the excess quantity shall be returned back through the Transporter on freight to pay basis as indicated in Clause No 19.
- 28. In the event of placing Orders / Despatching of shipment to HLL, a self-certified certificate in the letter head of the firm confirming that the product offered is environment friendly i.e., non-hazardous to the environment is to be enclosed
- 29. In case of rejection the material should be taken back and replaced at supplier's risk and cost within 7 days of intimation from HLL. The procedure in this regard would be as follows:-
 - *(i)* Material shall be returned through the Transporter indicated in Schedule F or through our approved Transporter on freight to-pay basis.
 - (ii) Alternatively, the rejected material shall be destroyed at our end.
 - *(iii)* The cost incurred for disposal of the rejected material shall be recovered from supplier.
 - *(iv)* The supplier is required to replace the rejected material failing which HLL reserves the right to procure the material from alternate source(s) at supplier's risk and cost.
- 30. HLL reserves the right to inspect the facilities for GMP by their officials or by an authorized independent third party agency for compliance.
- 31. All dispatch documents like delivery note/challan, packing list and invoice should contain the following details
 - *I.* Supply Order No.& date
 - *II.* Description of items as contained in the supply Order.
- III. Quantity dispatched
- *IV.* Manufacturing date

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- V. Expiry date
- VI. Total Number of packages/ serially numbered
- VII. Test certificate
- VIII. HLL's GST No.
- 32. LIQUIDATED DAMAGES FOR DELAY:-The parties have to abide by delivery schedule given in the supply order strictly. Penalty for delay @ 0.5% value of the materials per week of delay subject to a maximum of 7.5% of the value of the supply order will be imposed, if equipment is accepted by the Company after the stipulated delivery period.
- 33. FORCE MAJEURE:- For purposes of this Clause "Force Majeure" means an event beyond the control of the Tenderer and not involving the Tenderer's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the HLL either in its sovereign or contractual capacity, as or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Tenderer shall promptly notify in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Tenderer 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.
- 34. TERMINATION FOR INSOLVENCY:-The Purchaser may at any time terminate the Contract by giving written notice to the Tenderer, if the Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderer, 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.
- 35. PAYMENT TERMS :-Within 30 days of Supply and Acceptance of the Materials at HLL Stores along with necessary documents.
- 36. The tender is liable to be suspended or cancelled at any time at the discretion of the company without assigning any reason.

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37. RESOLUTION OF DISPUTES:-The jurisdiction of any disputed, suits and proceedings arising out of this Tender shall be only in the court of Thiruvananthapuram.

JOINT GENERAL MANAGER (MATERIALS)

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02.01.2024 SCHEDULE- D

BID SECURITY DECLARATION FORM

Date: TenderNo.

То

(insert complete name and address of thepurchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/WeacceptthatI/Wemaybedisqualifiedfrombiddingforanycontractwithyoufor a period of THREE year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid specified in the form of Bid;or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i)fail or reuse to execute the contract, if required, or
 - (ii)fail or refuse o furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration) Name (insert complete name of person signing he Bid Securing Declaration)

Seal (where appropriate)

TENDER NO. HLL/AFT/MTLS/ Mono Carton- M Cup/2023-24

02.01.2024 SCHEDULE- E

INDEMINITY CLAUSE

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

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

Bid pronounced Non Responsive by HLL shall be summarily rejected.

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

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

PLACE: NAME AND SIGNATURE OF THE APPLICANT

DATE:

(WITH OFFICE SEAL)

TENDER NO. HLL/AFT/MTLS/ Mono Carton- M Cup/2023-24

02.01.2024 SCHEDULE- F

DECLARATION

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

PLACE: DATE: SIGNATURE NAME AND ADDRESS OF APPLICANT

(SEAL OF THE APPLICANT)

TENDER NO. HLL/AFT/MTLS/ Mono Carton- M Cup/2023-24

02.01.2024



INVITATION FOR BID

FOR

SUPPLY OF MONO CARTONS FOR MENSTRUAL CUP, STERILIZATION CUP & MENSTRUAL CUP KIT

FINANCIAL BID

एचएलएललाइफकेयरलिमिटेड/HLL LIFECARE LIMITED

भारतसरकारकाउद्यम/A GOVT.OF INDIA ENTERPRISE आककुलमफ़्रैक्टरि /Akkulam Factory, श्रीकारियम.पी.ओ। /Sreekariyam. P.O, तिरुवनंतपुरम-६९५०१७ / THIRUVANANTHAPURAM-695 017 PHONE NO:0471 - 2442641, 2445930,2445935; EMAIL: materialsaft@lifecarehll.com/epurchaseaft@gmail.com

TENDER NO. HLL/AFT/MTLS/ Mono Carton- M Cup/2023-24 PRICF BID FORMAT 02.01.2024

	PRICE BID FORMAT								
Sl No	ltem	Quantity	Unit Rate (Rs/Wallet)						
1	MONO CARTON (WALLET) FOR MENSTRUAL CUP,								
	ITC ECO BLANCA, WHITE BACK BOARD,	0 TO 250 Nos							
	61 x 61 x 80 mm Size, 275 GSM								
	-do-	251 TO 1000 Nos							
	-do-	1001 Nos& Above							
2	MONO CARTON (WALLET) FOR MENSTRUAL CUP,								
	ITC ECO BLANCA, WHITE BACK BOARD,	0 TO 250 Nos							
	61 x 61 x 80 mm Size, 300 GSM								
	-do-	251 TO 1000 Nos							
	-do-	1001 Nos& Above							
3	MONO CARTON (WALLET) FOR MENSTRUAL CUP,								
	ITC ECO BLANCA, WHITE BACK BOARD,	0 TO 250 Nos							
	61 x 61 x 80 mm Size, 350 GSM								
	-do-	251 TO 1000 Nos							
	-do-	1001 Nos& Above							
4	MONO CARTON (WALLET) FOR MENSTRUAL CUP,								
	COATED DUPLEX BOARD, WHITE BACK BOARD,	0 TO 250 Nos							
	61 x 61 x 80 mm Size, 300 GSM								
	-do-	251 TO 1000 Nos							
_		1001 Nos& Above							
5	MONO CARTON (WALLET) FOR MENSTRUAL CUP,								
	COATED DUPLEX BOARD, WHITE BACK BOARD,	0 TO 250 Nos							
	61 x 61 x 80 mm Size, 325 GSM	254 TO 4000 No.							
	-do-	251 TO 1000 Nos							
6		1001 Nos& Above							
6	MONO CARTON (WALLET) FOR MENSTRUAL CUP, COATED DUPLEX BOARD, WHITE BACK BOARD,	0 TO 250 Nos							
	$61 \times 61 \times 80 \text{ mm Size}, 350 \text{ GSM}$	0 10 200 105							
	-do-	251 TO 1000 Nos							
	-do-	1001 Nos& Above							
	-00-	TUUT NUSUL ADUVE							
7	MONO CARTON (WALLET) FOR STERILIZER CUP,								
,	ITC ECO BLANCA, WHITE BACK,	0 TO 250 Nos							
	90 x 50 x 90 mm Size, 275 GSM	0 10 250 1105							
	-do-	251 TO 1000 Nos							
	-do-	1001 Nos& Above							
8	MONO CARTON (WALLET) FOR STERILIZER CUP, ITC								
	ECO BLANCA, WHITE BACK,	0 TO 250 Nos							
	90 x 50 x 90 mm Size, 300 GSM								
	,								

Sl No	DER NO. HLL/AFT/MTLS/ Mono Carton- M Cup/2023-24 Item	Quantity	Unit Rate
51110	item	Quantity	(Rs/Wallet)
	-do-	251 TO 1000 Nos	
	-do-	1001 Nos& Above	
9	MONO CARTON (WALLET) FOR STERILIZER CUP, COATED DUPLEX BOARD, WHITE BACK BOARD, 90 x 50 x 90 mm Size, 300 GSM.	0 TO 250 Nos	
	-do-	251 TO 1000 Nos	
	-do-	1001 Nos& Above	
10	MONO CARTON (WALLET) FOR STERILIZER CUP, COATED DUPLEX BOARD, WHITE BACK BOARD, 90 x 50 x 90 mm Size, 325 GSM	0 TO 250 Nos	
	-do-	251 TO 1000 Nos	
	-do-	1001 Nos& Above	
11	MONO CARTON (WALLET) FOR MENSTRUAL CUP KIT, ITC ECO BLANCA, WHITE BACK, 90 x 90 x 95 mm Size, 275 GSM	0 TO 250 Nos	
	-do-	251 TO 1000 Nos	
	-do-	1001 Nos& Above	
12	MONO CARTON (WALLET) FOR MENSTRUAL CUP KIT, ITC ECO BLANCA, WHITE BACK, 90 x 90 x 95 mm Size, 300 GSM	0 TO 250 Nos	
	-do-	251 TO 1000 Nos	
	-do-	1001 Nos& Above	
13	MONO CARTON (WALLET) FOR MENSTRUAL CUP KIT, COATED DUPLEX BOARD, WHITE BACK BOARD, 90 x 90 x 95 mm, 300 GSM	0 TO 250 Nos	
	-do-	251 TO 1000 Nos	
	-do-	1001 Nos& Above	
14	MONO CARTON (WALLET) FOR MENSTRUAL CUP KIT, COATED DUPLEX BOARD, WHITE BACK BOARD, 90 x 90 x 95 mm, 325 GSM	0 TO 250 Nos	
	-do-	251 TO 1000 Nos	
	-do-	1001 Nos& Above	

Remarks:-

- 1. Rate shall be valid for a period of ONE Year
- 2. Finalized Rate shall be firm & fixed during the validity period

PLACE:

NAME AND SIGNATURE OF THE APPLICANT

(WITH OFFICE SEAL)

DATE:

TENDER NO. HLL/AFT/MTLS/ Mono Carton- M Cup/2023-24

02.01.2024 SCHEDULE- G

SERVICE LEVEL AGREEMENT

'Client' and 'Awarder' shall in this SLA be individually referred to as "Party" and collectively as "Parties"

WHEREAS the Client is desirous "for the supply of MONO CARTON FOR MENSTRUAL CUP s to HLL Lifecare Limited, Akkulam Factory, Thiruvananthapuram District (Kerala State)," and have caused an estimate of probable quantities vide Tender Ref No.

.....)including all applicable taxes.

AND WHEREAS, the, Awarder has agreed to provide the services to the Client on the Terms and Conditions set forth through a selected contractor on tendering

TENDER NO. HLL/AFT/MTLS/ Mono Carton- M Cup/2023-24 Now, therefore, it is hereby mutually agreed as follows: 02.01.2024

- 1. The term of this agreement shall be for a period of 12 months from the date of Purchase Order to the Contractor for the supply of MONO CARTON FOR MENSTRUAL CUP .
- 2. The following documents shall be deemed to form and to read and construed as part of this agreement, namely:
 - a. Terms and Conditions of this Agreement
 - b. Tender Ref No..... dated from the awarder submitting the estimate for the work.
- 3. Any delay on part of the Client which affects the execution of this Agreement, which includes but not limited to delay in supply or Natural Calamities, war, political reasons etc. beyond the control of the Awarder may be adjusted accordingly in the clause 4 above and the date of completion may be extended to that effect.
- 4. Payment Terms

Payment will be made after the supply and acceptance of items.

Payment shall be made by NEFT/RTGS within 30 days of receipt, inspection and acceptance of the material.

- 5. Defect liability period:
- i) The contractor shall stand guarantee for materials and workmanship as per schedule-B in Technical Specifications given in the Tender Notification and schedule-C of the Terms &Conditions of Contract. During the defect liability period, if any defect is observed due to workmanship or from any act or omission of the contractor, the contractor shall replace the material, as may be required of him by the authorized Official(s) of HLL, at his own cost and within the time stipulated by the Official concerned. The contractor shall indemnify the Employer against any loss/liability that may be incurred by him on account of any failure on the part of the contractor for timely replacement of the items pointed out within the defect liability period (shelf life).
- 6. Any notice or other communication which is to be served by either party shall be served on the other party at on its address as specified in the Contract either by hand, by registered

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		भारतस	तरकारकाउद	ग्रम /A GOVT.O	F INDIA E		SE		
	आककुलमप्रै	फ्रैक्टरि / Ak	kulam F	actory, श्रीका	रियम . पी.	ओ। /Sree	kariyam.	P.O,	
	Ū.	तिरुवनंत	पुरम-६९७	、०१७ / THIRL	VANAN	THAPUR	M-695 01	17	
				1 - 2442641					
	EMAIL	: <u>materia</u>	alsaft@li	fecarehll.co	m/epur	chaseaft	@gmail.co	m	
TENDER NO. HLL/A or recorded			•		smissio	n or fax.	The add		.01.2024 f the Awarder
is	•••••	•••••				•••••	•••••	•••••	
•••••	•••••	and	the	address	of	the	client	is	•••••

7. Force Majeure.

If at any time during the continuance of the contract, the performance in whole or in part by either party or any obligation under the contract shall be prevented or delayed by reasons of any war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions and Acts of God (hereinafter referred as to as Events) and provided notice of the happening of any of the above mentioned Event duly certified by Indian Chamber of Commerce is given by either party to the other within 21days from the date of occurrence thereof, either party shall have the right by reason of such event to terminate the contract without however affecting the right to any claim for damages on the bidder/contractor in respect of such non-performance or delay in performance. However, in the event of HLL having agreed, the services under the contract shall be resumed after such event has come to an end/ceases to exist. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of at least 6 months and HLL not having terminated the contract by that time, the two parties shall consult each other regarding the further implementation of the contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of 3 months from the expiry of 6 months referred to above, the contract shall be deemed to have expired at the end of the 3 months referred to above. The above mentioned expiry of the contract will imply that both the parties have obligation to reach agreement regarding the winding up and financial settlement of the contract.

8. Amendment:

Any amendment to this agreement shall be in writing as agreed to by the parties and shall be jointly signed by the duly authorized representatives of the parties.

एचएलएललाइफकेयरलिमिटेड/HLL LIFECARE LIMITED	
भारतसरकारकाउद्यम/A GOVT.OF INDIA ENTERPRISE	
आककुलमफ़ैक्टरि /Akkulam Factory, श्रीकारियम.पी.ओ। /Sreekariyam. P.O,)
तिरुवनंतपुरम-६९५०१७ / THIRUVANANTHAPURAM-695 017 PHONE NO:0471 - 2442641, 2445930,2445935;	
EMAIL: materialsaft@lifecarehll.com/epurchaseaft@gmail.com	
TENDER NO. HLL/AFT/MTLS/ Mono Carton- M Cup/2023-24 SIGNED SEALED AND DELIVERED	02.01.2024
For and on behalf of the awarder "HLL Lifecare Limited, A Government of	India Enterprise,
(CIN No. U25193KL1966GOI002621), Akkulam Factory, Sreekaryam PO, Thiru	ıvananthapuram,
Keral- 695 017 having Corporate & Registered office at HLL Bhavan, Pe	oojappura P.O.,
Thiruvananthapuram - 695012, Kerala" represented by its Joint General Mar	nager (Materials)
Shri. SajithM.S(herein after called the 'Awarder')	
Name:	
In the Presence of Witnesses:	
1.	
2.	
SIGNED SEALED AND DELIVERED	
FOR AND ON BEHALF OF	represented by
, (the Client)	
Name:	

In the Presence of Witnesses:

1.

2.

TENDER NO. HLL/AFT/MTLS/ Mono Carton- M Cup/2023-24

02.01.2024 SCHEDULE-H

CONTRACT AGREEMENT

This Contract Agreement is entered into at on this the.....

BETWEEN

AND

Purchaser and Supplier is individually referred to as the "Party" and collectively referred to as the "Parties"

WHEREAS the Purchaser invited bids for supply of (hereinafter referred as "Products") vide tender no...... and has accepted the bid of the Supplier for supply of the products as mentioned in the Letter of Award (LoA) issued to them.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of:
 - (a) This Contract Agreement
 - (b) LOA No..... dtd.....
 - (c) Tender No. Dated and subsequent Amendments

TENDER NO. HLL/AFT/MTLS/ Mono Carton- M Cup/2023-24

02.01.2024

- (d) The Supplier's bid ref. no...... dtd....., original Price Schedules, submitted by the bidder with its price agreed in negotiation meeting minutes / documents Dt:
- 3. In the event of any ambiguity or conflict between the Agreement Documents listed above, the order of precedence shall be the Order in which the agreement document are listed as above, this Agreement being the controlling document, unless otherwise specifically agreed by the parties in writing.
- 4. This agreement shall be effective from and valid till and may be renewed on mutually agreed terms & conditions for further period/s.

5. Obligations of the Supplier

- The Supplier agrees:
- a)
- b)
- c)
- d)

6. Obligations of the Purchaser

- The Purchaser agrees:
- a)
- b)
- c)
- d)
- 7. Indemnity: The supplier agrees to indemnify the purchaser and will always keep it indemnified against all terms, claims, demands, losses, costs, expenses etc. arising out of supply of Products.
- 8. Termination: However, in the event of one of the parties fail to comply with the terms and conditions of this Agreement, the other party is entitled to terminate this Agreement by giving thirty (30) days' notice on either side. Moreover, the Purchaser shall have right to terminate this Agreement for any reason or for no reason at any time upon 30 days' prior written notice to the Supplier.
- 9. Force Majeure: If the performance of the Agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster, pandemic; restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Agreement by any event beyond the control of the parties to the Agreement, then the party so affected shall

TENDER NO. HLL/AFT/MTLS/ Mono Carton- M Cup/2023-24 02.01.2024 promptly notify the other party in writing within five days specifying the nature of the Force Majeure and of the anticipated delay in the performance of the Agreement.

- 10. Dispute Resolution: In case of any dispute or differences arising out of this agreement shall be settled amicably between the Parties by way of mutual discussion or negotiation. If such discussion or negotiation could not resolve the dispute within 30 days from the date of commencement, then the same shall be referred to a Sole Arbitrator to be mutually appointed under the provisions of the Arbitration & Conciliation (Amendment) Act, 2015. Venue of Arbitration shall be Thiruvananthapuram. Language of the Arbitration shall be English. Award of the Arbitrator shall be final and binding upon both the Parties.
- 11. Governing Law : This Agreement shall be governed in all respects by and constructed in accordance with the laws of India.
- 12. Jurisdiction: Subject to above mentioned Arbitration Clause, any dispute or differences arising out of this Agreement shall fall under the exclusive jurisdiction of the courts at Thiruvananthapuram.

Any amendment to this agreement is accepted only if, in writing and signed by both parties and its authorized representatives.

This agreement has been executed in duplicate with one original being retained by HLL Lifecare Limited and one original retained by M/s

In WITNESS WHEREOF the parties here to have caused these presents to be signed by their respective representative under their official seals as of the day and year first above written

Signed and delivered for and on behalf of M/s.

Signed and delivered for and on behalf of M/s.

1.	Witness	Witness 1.
2.		2.