

एचएलएल लाइफ़केयर लिमिटेड **HLL LIFECARE LIMITED**
(भारत सरकार का उद्यम) **(A GOVT.OF INDIA ENTERPRISE)**

पेरूरकडा पी.ओ. **PEROORKADA. P.O,**

तिरुवनन्तपुरम -६९५००५ **THIRUVANANTHAPURAM-695005**

PHONE NO: 0471 2539329, 0471 2435013;

EMAIL:materialspft@lifecarehll.com,materialsnt@gmail.com

E – TENDER No.PUR/08/R1/PQ/CP/1-A/2021-22

Date:05.11.2021

TENDER DOCUMENT

E-TENDERING

मद: अल्युमीनियम फ़ोइल लामिनेट्स

ITEM: ALUMINIUM FOIL LAMINATES

निविदा संख्या:क्रय/08/आर 1/ पीक्यू/सीपी/1-A/2021-22

Tender No: PUR/08/R1/PQ/CP/1-A/2021-22

तकनीकी वाणिज्य बोली

TECHNO-COMMERCIAL BID

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ई-निविदा नोटिस NOTICE INVITING TENDE

वर्ष 2021-22 के लिए हमारे पेरूरकडा फैक्टरी, तिरुवनंतपुरम और कक्कनाड फैक्टरी कोचीन को अल्युमीनियम फोइल लामिनेट्स की पूर्ति के लिए खुली दो बोली प्रणाली (तकनीकी और मूल्य) के तहत ई-निविदा मंत्रित की जाती है।

E-tender under open two bid system (Technical and Price) are invited for the Supply of Aluminium Foil Laminates to our Peroorkada Factory, Trivandrum and Kakkanad factory, Cochin for the year 2021-22. (December 2021 to February 2022)

SI No	Particulars	Description
1	Name of Item	<u>ALUMINIUM FOIL LAMINATES</u>
2	Location of Delivery	Peroorkada Factory , Trivandrum & Kakkanad Factory, Cochin
3	EMD	NIL
6	Bid submission fee/Tender fee	Rs. 500/- + GST @ 12% = Rs 560/-
7	Period of contract	15.11.2021 – 14.02.2022
8	Eligibility criteria for Bidders	As per Tender document
9	Last date and time for online submission of bids	11-11-2021 at 11:00 hrs
10	Date and time of opening of e-tender	12-11-2021 at 11:30 hrs
11	HLL A/c Details for payment of Tender Fees and EMD (Nil) (Payment mode: NEFT/RTGS)	Name of Bank: State Bank of India A/c number: 0030307535628 IFSC Code: SBIN0004350 Branch name: Commercial Branch, Thycaud, Trivandrum

VP (S)

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GENERAL INSTRUCTIONS TO BIDDERS

1. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
3. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the tender document.
4. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
5. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.
6. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
7. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
8. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

9.1 Registration

- a) Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

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- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

9.2 Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

9.3 Preparation of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have

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to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
9. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
10. Tenderers are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
11. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -
For any technical related queries please call at 24 x 7 Help Desk Number:
0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787
- EEmail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
- Technical - support-eproc@nic.in, Policy Related - cppp-doe@nic.in
12. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
13. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

VP (S),

HLL Lifecare Limited,
Peroorkada Factory
Thiruvananthapuram – 695012, Kerala, India
Phn: 0471- 2539329, 2435013

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14. The bids shall be opened online at the **Office of the VP(S)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
15. More details can be had from the Office of the VP (S) during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
16. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
17. Joint ventures or Consortiums of two or more registered bidders are not permitted.

18. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting: Not Applicable for this tender
- ii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

19. Tender Document Fees and Bid Security (EMD – Nil as per NIT):

Tender fee (Non-refundable) and EMD (Nil as per NIT) as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank: State Bank of India
A/c number: 0030307535628
IFSC Code: SBIN0004350
Branch name: Commercial Branch,

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Document of the above transactions completed successfully by the bidder, shall be uploaded at the locations separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment is effective on the date and time of bid opening.

20. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
21. The HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
22. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare Limited. including but not limited to forfeiture of EMD (Nil as per NIT), Security Deposit, black listing etc., as deemed fit by HLL Lifecare Limited.
23. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected outrightly and decision of HLL Lifecare Limited. in this regard shall be final and binding.
24. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.
25. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.

26. Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>) along with tender document fees and EMD(Nil as per NIT).

Note:- It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

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PART I

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INSTRUCTIONS TO THE BIDDERS (ITB)

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

1. DEFINITIONS

In this Contract, the following words and expressions shall have the meanings as stated below:

- a. **‘Invitation for Bid’** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. **‘Bidder/Tenderer’** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- c. **‘Purchaser/Owner’** shall mean HLL Lifecare Limited (HLL) (Thiruvananthapuram) or its units thereof.
- d. **‘Supplier’** shall mean the successful bidder whose tender has been accepted by the purchaser/owner and to whom the order is placed by the purchaser/owner and shall include his heirs, legal representatives, successors etc.
- e. **‘Acceptance Letter’**, shall mean written consent by a letter of purchaser/owner to the bidder intimating him that his tender has been accepted.
- f. **‘Contract Period’**, shall mean the period specified in the tender documents during which the contract shall be executed.

2. SCOPE OF THE BID

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced manufacturers/authorized agents who are capable of supplying the material as per our tender conditions and specification in Schedule A.

3. ELIGIBLE BIDDERS

- 3.1 A Bidder should have eligibility criteria as per 9.2-b of this section to submit bids against this tender.
- 3.2 A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
- 3.3 Joint ventures or Consortiums of two or more registered contactors are not permitted.

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4. COST OF BIDDING

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.2 Tender documents may be downloaded free of cost from the Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>). However, tender document fees, as mentioned in the NIT, is required to be submitted along with the online bid.

6. Getting information from web portal

6.1. All prospective bidders are expected to see all information regarding submission of bid for the tender published in the e tender website during the period from the date of publication of NIT and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.

6.2. All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through Government e-procurement portal under any circumstances.

6.3. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

7. Bidding Documents

7.1. The Bidder is required to login to the e-procurement portal and download the listed documents from the website. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

7.1.1. The bidder is expected to examine carefully all instructions, terms and conditions of Contract, Forms, Technical Specifications and Bill of Quantities in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

7.2 Clarification of Bidding Documents :

7.2.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.

7.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website through corrigendum.

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PHONE NO: 0471 2539329, 0471 2435013;

EMAIL:materialspft@lifecarehll.com,materialsnt@gmail.com

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7.3 Amendment to bidding documents :

- 7.3.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing amendment .
- 7.3.2. Any amendment thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- 7.3.3. If the amendment thus published does involves major changes in the scope of supply, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the amendment published.

8 Preparation of Bids

8.1 Language of the Bid

8.1.1. All documents relating to the bid shall be in the English language.

8.2. Documents Comprising the Bid

8.2.1. The online bid submitted by the bidder shall comprise the following:

- i. Details required for e-payment (Details of bank account having core banking facility and e-mail address of the bidder) in the prescribed format.
- ii. Payment of tender fee/Udyog Adhar as detailed in the e-tender web site.
- iii. EMD (Nil as per NIT) payment/Udyog Adhar/ Udyam certificate details.
- iv. Copy of Documents in proof of eligibility criteria.
- v. Copy of Documents in proof of Financial turnover.
- vi. Other documents specified in Part III.
- vii. Priced Bill of Quantities.

8.2.2. Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

8.3. Bid Prices :

8.3.1. The Bidder shall bid as described in the Bill of Quantities.

8.3.2. For item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total, in words and the total amount shall be calculated by the system and shall be visible to the Bidder.

8.3.3. The rates quoted by the Bidder shall be FOR HLL STORES which includes cost of all materials, freight charges and packing and forwarding charges.

8.3.4. GST applicable shall be extra.

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8.3.6. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

8.4. Currencies of Bid and Payment :

8.4.1. The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

8.5. Bid Validity :

8.5.1. Bids shall remain valid for the period from **15.11.2021 to 14.02.2022**. A bid valid for a shorter period shall be rejected by HLL as non responsive.

8.5.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e mail. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

8.6. EMD (Nil as per NIT)

8.6.1. The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT). For e-tenders, Bidders shall remit the Bid Security using the payment options given in e-tender under Government e-Procurement system only.

8.6.2. Each bid must be accompanied by E.M.D(Nil as per NIT). Any Bid not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.

8.6.3. The Bid Security (EMD (Nil as per NIT)) of the unsuccessful Bidder shall become refundable as promptly as possible after opening of Price Bid and finalization of the tender.

8.6.4. The Bid Security (EMD (Nil as per NIT)) of the successful Bidder will be converted to Security deposit on request from the bidder and acceptance of LOI/purchase order.

8.6.5. MSE units interested in availing exemption from payment of Tender Fee & EMD (Nil as per NIT) should submit a valid copy of their Udyog Aadhaar/ Udyam registration certificate as mentioned the NIT. But the Party has to provide Security deposit if Tender is awarded to them. Security deposit will be 3 % of the order value subject to a maximum of Rs. 2,00,000.

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8.6.6 25% of annual procurement value will be sourced from Micro and Small Enterprises (MSE), out of which 4% is earmarked for procurement from MSE's owned by SC or ST entrepreneurs and 3% is earmarked for procurement from MSE's owned by Women entrepreneurs. In the event of failure of SC or ST or Women entrepreneurs to participate in tender or meet tender requirements/conditions regarding price the same will be sourced from other MSE enterprises. All rules and regulations as per guidelines of Government of India shall be applicable for MSME

8.6.7 Start up units interested in availing exemption from payment of tender fee & EMD (Nil as per NIT) shall submit a valid copy of Registration Certificate from Department of Industrial Policy & Promotion on or before due date as per tender notice. But the party has to provide security deposit if Tender is awarded to them. Security deposit will be 3 % of the order value subject to a maximum of Rs. 2,00,000/-. All rules and regulations as per guidelines of Government of India shall be applicable for Startup Units.

8.6.8. The Bid Security (Nil as per NIT) may be forfeited:

- 1) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity including extended period of validity; or
- 2) If any modification is effected to the tender documents or
- 3) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - a) Accept the LOI/purchase order; or
 - b) Furnish the required Security Deposit.

8.6.9. In such cases ,material will be procured from alternate sources at the risk and cost of the selected bidder. In such cases, the additional cost incurred will be recovered from the supplier.

8.6.10. The Bid Security (Nil as per NIT) deposited will not carry any interest.

8.6.11. As per the government guidelines there is no Bid Security /EMD for this tender but the bidder has to provide "Bid Security Declaration" and in case if the bidder withdraws or modify the bids during the bid validity period, the bidder will not be allowed to participate in HLL Tenders for a period of 2Years from the date of this tender.

8.7. Tender fee

8.7.1. For e-tenders, the mode of remittance of Tender Fee shall be the same as detailed for remitting Bid Security. For e-tenders, Bidders shall remit the Tender fee using the payment options as mentioned in the e-tender in Government eProcurement portal only.

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8.7.2. Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive.

8.7.3. Tender Fee remitted will not be refunded.

8.8 Alterations and additions

8.8.1. The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

8.8.2. The bidder shall not attach any conditions of his own to the Bid. Any bidder who fails to comply with this clause will be disqualified.

9. Submission of Bids

The Bidder shall submit their bid online only through the Government eProcurement portal (URL: <https://etenders.gov.in/e procure/app>) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BOQ) file from the portal. The Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.

9.1 The tender is invited in **3 Envelope system** from the registered and eligible firms at CPP Portal.

9.2 Pre-qualification Criteria for bidders: Following 3 envelopes shall be submitted online at CPP-portal by the bidder.

a) Envelope - I (Tender Fee and EMD[nil as ser NIT]):

Tender fee (Non-refundable) and EMD (Nil as per NIT) as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank: State Bank of India
A/c number: 0030307535628
IFSC Code: SBIN0004350
Branch name: Commercial Branch,
Thycaud, Trivandrum

Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

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Note:-

MSE units interested in availing exemption from payment of Tender Fee and EMD(Nil as per NIT) should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar/Udyam. If the bidder is a MSE, it shall declare in the bid document the Udyog Aadhar/Udyam Memorandum Number issued to it under the MSME D Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012. But the Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

25% of annual procurement value will be sourced from Micro and Small Enterprises (MSE), out of which 4% is earmarked for procurement from MSE's owned by SC or ST entrepreneurs and 3% is earmarked for procurement from MSE's owned by Women entrepreneurs. In the event of failure of SC or ST or Women entrepreneurs to participate in tender or meet tender requirements/conditions regarding price the same will be sourced from other MSE enterprises. All rules and regulations as per guidelines of Government of India shall be applicable for MSME.

Start up units interested in availing exemption from payment of tender fee & EMD (Nil as per NIT) shall submit a valid copy of Registration Certificate from Department of Industrial Policy & Promotion as per NIT. But the party has to provide security deposit if Tender is awarded to them.

b) Envelope - II (Technical bid):

Technical Bid should contain signed and scanned soft copy of documents duly filled and signed as specified in Part III.

Qualification Criteria for contractors / firms

The bidder should be fulfilling the following preconditions and must also upload / submit documentary evidence in support of fulfillment of these conditions while submitting the bid.

SI No	Eligibility Criteria
1	Schedule for monthly quantity to hll- questionnaire as per Schedule E with supporting documents as applicable. 1. Letter from the manufacturer authorizing them to participate in the tender should be furnished. 2. Letter from the manufacturer stating that the product being offered is as per the specification given in Schedule A of the tender
2	Average Annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year(31.3.2021).
3	The duly signed acceptance form as per Schedule H of Part-III to be attached

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4	Duly filled and signed copy of requisition for e-payment form along with clear and visible scan copy of cancelled cheque as per Schedule I of Part-III.
5	General information of the vendor as per Schedule F of Part III & Vendor Development form as per Schedule G (Only for new vendors).
6	1. Latest ISO Certificate /Declaration regarding the same 2. Environment friendly Certificate as per Schedule C 3. Signed copy of minimum eligibility criteria as per Schedule B 4. Indemnity clause as per Schedule C. 5. Specific Conditions as per Schedule D 6. Pre- Contract Integrity Pact as per Schedule J

c) Envelope – III (Financial Bid): The Financial e-Bid through CPP portal.

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.

Note:-

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award of order). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
 - a) Forfeit the entire amount of EMD(Nil as per NIT) submitted by the firm.
 - b) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
2. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
3. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

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10. Deadline for Submission of the Bids

10.1 Bid shall be received only online on or before the date and time as notified in NIT.

The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

10.2 Modification, Resubmission and Withdrawal of Bids

10.2.1 Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.

10.2.2 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

10.2.3 The Bidder can withdraw his/her bid before the last date and time of receipt of the bid. The system shall not allow any withdrawal after the last date and time of submission.

11. Bid Opening and Evaluation

11.1. Bid Opening

Bids shall be opened on the specified date & time, by the tender inviting authority or his authorised representative in the presence of bidders or their designated representatives who choose to attend.

11.1 Bid Opening Process

11.1.1. Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.

a) Envelope -I: Envelope-I Opening date shall be mentioned in NIT Document. (Envelop – I shall contain scanned copy of Tender Fees and EMD(Nil as per NIT))

b) Envelope -II: Envelop-II opening date shall be as mentioned in NIT Document. The intimation regarding acceptance / rejection of their bids will be intimated to the bidders through e-tendering portal. (Envelop-II shall contain scanned copy of Pre-qualification document.)

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope- I and Envelope-II, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by HLL Lifecare Limited, failing which tender will be liable for rejection.

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c) Envelope -III: The financial bids found to be meeting the qualifying requirements shall be opened as per NIT Document. (Depending on evaluation of Envelop I & II, the date shall be intimated through CPP Portal)

11.1.2. In the event of the specified date of bid opening being declared a holiday for HLL, the bids will be opened at the same time on the next working day.

11.2. Confidentiality

11.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of orders shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.

11.2.2. Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidders' bid.

11.3. Clarification of Bids

11.3.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

11.3.2. No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the order is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

11.4. Examination of Bids, and Determination of Responsiveness

11.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required EMD(Nil as per NIT), Tender fee and the required documents and certificates.

11.4.2. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.

11.4.3. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

11.4.4. Non submission of legible or required documents or evidences may render the bid non-responsive.

11.4.5. Bidder can witness the principal activities and view the documents/summary reports for that particular tender by logging on to the portal with his DSC from anywhere.

11.4.6. Single tender shall not be opened in the first tender call.

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11.5. Negotiation on Bids

11.5.1. The Tender Inviting Authority reserves the right to negotiate with the lowest evaluated responsive bidder.

12. Award of Order

12.1. HLL will award the order to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.

12.2. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the security deposit, or acceptance of order within the specified time limit, the Bidder shall be debarred in future from participating in Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the material will be procured from other responsive bidders at the risk and cost of nonresponsive L1 bidder.

12.3 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.

12.4 The Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the finalization of tender, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.

12.5 Notification of Award and Order Acceptance

12.5.1 The Bidder, whose Bid has been accepted, shall be notified of order by HLL prior to expiration of the Bid validity period by e-mail.

13. Corrupt or Fraudulent Practices

13.1 The purchaser requires that the bidders and suppliers observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sl. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

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- (c) Collusive practice Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
- (d) Coercive practice Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

13.2 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the order in question.

Please ensure that no sensitive data pertaining to Price are uploaded in

Technical bid folder(C-folder)

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Schedule -A

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SPECIFICATION

ALUMINIUM FOIL LAMINATES FOR PEROORKADA FACTORY & COCHIN FACTORY

- I. PAPER TOP: - 4 PLY laminate:40 – 42 GSM GIP (GLASSINE) paper / 18 – 20 micron Polythene /8.28 -9.72 micron Aluminium / 8 GSM(min) Heat seal coating (Equivalent sealant) or nucrel 14 micron min.
- J. No.of colours : As per the scheme
Width : 170mm,/55mm/115mm
Reel length : 600 m/reel for 170 mm/115 mm &1000m/reel for 55 mm , Core (plastic)
Seal strength of strips: 800gmf/15mm min

PAPER HSC – PAPER TOP WITH HEAT SEAL COATING

PAPER NUCREL – PAPER TOP WITH NUCREL SEALANT

Sl.No.	Sealant type	sealant thickness/GSM	Reel Length (meter)	Width of Foil (mm)	No,of colours
1	Heat Seal Coating	8 GSM minimum	1000	55	single colour Two colour Three colour Four Colour Five colour six Colour
2	Co polymer (Nucrel)	14 micron minimum	1000	55	Single colour Two colour Three colour Four Colour Five colour Six Colour

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(भारत सरकार का उद्यम) **(A GOVT.OF INDIA ENTERPRISE)**

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तिरुवनन्तपुरम -६९५००५ **THIRUVANANTHAPURAM-695005**

PHONE NO: 0471 2539329, 0471 2435013;

EMAIL:materialspft@lifecarehll.com,materialsnt@gmail.com

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Sl.No.	Sealant type	sealant thickness/GSM	Reel Length (meter)	Width of Foil (mm)	No,of colours
1	Heat Seal Coating	8 GSMmin.	600	115	single colour Two colour Three colour Four Colour Five colour six Colour
2	Co polymer (Nucrel)	14 micron min.	600	115	single colour Two colour Three colour Four Colour Five colour six Colour

Sl.No.	Sealant type	Sealant thickness/GSM	Reel Length (meter)	Width of Foil (mm)	No,of colours
1	Heat Seal Coating	8 GSM min.	600	170	single colour Two colour Three colour Four Colour Five colour six Colour
2	Co polymer (Nucrel)	14 micron min.	600	170	single colour Two colour Three colour Four Colour Five colour six Colour

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II. **PET Foil :-**

4 ply laminate: 11.9 – 12.1 micron PET with reverse printing /
18 - 20 micron Poly / 8.28 – 9.72 micron Aluminium / 25 micron Surlyn(min).

Seal strength: A minimum of 1.6Kgf/15 mm at all temperatures in the range of 90 degree
to 180degree Celsius (Sealing with Precision Lab heat sealer) .

Width: (185 (+0.5/-0))mm/

(180 (+0.5/-0))mm/

(182 (+0.5/-0))mm/

(170.5(+0.5/-0))mm/

(115 (+ 0.5/-0))mm/

(60 (+ 0.5/-0))mm /

(55 (+ 0.5/-0))mm (as per the requirement)

Peel strength : A minimum of 250 gmf/15mm between the Aluminium layer and the sealant
(surlyn).

PET- PE bond strength : 200 gmf / 15 mmwidth (min).

PE – Aluminium bond strength : 150 gmf / 15 mm width (min). Colour - As per the scheme

Seal strength of foiled strips : A minimum of 1.6Kgf/15 mm after packing in Packing
machines .

Reel length - 600m/reel for 170.5 mm /115 mm/185 mm/180mm /182 mm

800m/reel for 55mm/60mm foil, Core (plastic)

Batch wise COAs of Aluminium & Surlyn (from Original manufacturer) to be submitted
along with each consignment.

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Sl.No.	Sealant type	Sealant thickness	Reel Length (meter)	Width of Foil (mm)	No,of colours
1	surlyn	25 micron	800	55	single colour Two colour Three colour Four Colour Five colour six Colour
2	surlyn	25 micron	800	60	single colour Two colour Three colour Four Colour Five colour six Colour
3	surlyn	25 micron	600	115	single colour Two colour Three colour Four Colour Five colour six Colour
4	surlyn	25 micron	600	170.5	single colour Two colour Three colour Four Colour Five colour six Colour
5	surlyn	25 micron	600	180	single colour Two colour Three colour Four Colour Five colour six Colour
6	surlyn	25 micron	600	181	single colour Two colour Three colour Four Colour Five colour six Colour
7	surlyn	25 micron	600	185	single colour Two colour Three colour Four Colour Five colour six Colour

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EMAIL:materialspft@lifecarehl.com,materialsnt@gmail.com

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SCHEDULE -A

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SPECIFICATION OF LUBE FOIL

"11.9 – 12.1 micron PET with reverse printing / 18 - 20 micron Poly / 8.28 – 9.72 micron Aluminium
(Dull i.e. matt side on top / Minimum 25 micron Surlyn (Coating on the bright side).

SEAL STRENGTH: A minimum of 1.3 Kgf/15 mm at all temperatures in the range of 90 degree Celsius to 180 degree Celsius.

PEEL STRENGTH: A minimum of 250 gmf/15mm between the Aluminium layer and the sealant (surlyn).
PET – PE bond strength: 200 gmf / 15 mm (min). PE– Aluminium bond strength: 150 gmf / 15 mm
(min).

Core (plastic) diameter 76.2 mm.

Approximate weight – 23 kg per reel ; 600 METRES LENGTH

Width of the Foil Laminate – 440 MM

No. of colours- One colour to six colour

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SPECIFICATION FOR KAKKANAD UNIT-FEMALE SACEHET PACKING FILM -SURLYN

11.9 - 12.1 micron PET with reverse printing / 18 - 20 micron Poly / 8.28-9.72 micron Aluminium / 30 micron Surlyn.Seal strength: A minimum of 1.3 Kgf/15 mm at all temperatures in the range of 90 degree Celsius to 180 degree Celsius.Peel strength: A minimum of 250 gmf/15mm between the Aluminium layer and the sealant (surlyn). width: 210 mm and print repetition 135mm Color of printing - as per approved artwork.(pantone colours given in the artwork need to be followed- P metallic 10183 ,Pmetallic 10127 ,Blanc etc) , with core ID of 76 mm.Eye mark distance shall be as per approved artwork.

Sl. No.	Sealant Type	Width of foil (mm)	No. of colours
1	Surlyn	210 mm, Length 500mtr	Two colour Three colour Four colour Five colour Six colour
2	Surlyn	110 mm, Length 600mtr	Two colour Three colour Four colour Five colour Six colour

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तिरुवनन्तपुरम -६९५००५ **THIRUVANANTHAPURAM-695005**

PHONE NO: 0471 2539329, 0471 2435013;

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PART II

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SCHEDULE -B

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MINIMUM ELIGIBILITY CRITERIA

- a. In the case of an authorized agent ,a letter of confirmation from the manufacturer appointing them as an authorized agent to supply Aluminum Foil Laminate for the period 2021-22 should be furnished. Further, a letter from the manufacturer stating that they agree to abide by all the terms & conditions of this tender is to be enclosed.
- b. The vendor should have minimum 6 colour printing facility.
- c. The Vendor should have facility for doing surface printing as well as reverse printing.
- d. The vendor should have a slitting capacity of at least 325 Reels/day for 170.5mm/115mm/180 mm/182 mm/185 mm width foil, 1000 Reels/day for 55mm/60 mm width foil.
- e. The vendor should have Extrusion Coater & Laminator – Either Single Extruder or Tandem (2) Extruders.
- f. The minimum annual turnover of the bidder (Manufacturer) should be Rs.1 Crore. Vendors are required to attach **certificates issued by Chartered Accountants.**
- g. A declaration confirming that the product offered is environment friendly i.e., non-hazardous to the environment is to be enclosed.
- h. Test Report of the product is to be attached with each consignment batch wise specifying therein the readings of the final test.

NOTE:

- a. Vendors whose name appear in our list of approved vendors shall stand qualified in the Technical Bid, if they meet the above minimum eligibility criteria.
- b. Vendors who do not meet the minimum eligibility criteria shall be considered as **DISQUALIFIED** in the tender. Their Price Bid will not be opened

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SCHEDULE-C

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TERMS & CONDITIONS

- 1) The Tender should be completed in all respects. Incomplete tenders are liable to be rejected.
- 2) The EMD (Nil as per NIT) of successful bidders will be converted to Security Deposit and will be refunded at the end of contract period.
- 3) (a) In the event of failure on the part of the supplier to supply the material as per the delivery schedule or supply material at the agreed rate during the contract period HLL would procure the material from alternate source at the risk and cost of supplier. **In such cases, the additional cost incurred will be recovered from the supplier.**

(b) Failure to supply the material for any of the above reasons will entail forfeiture of Security Deposit and even blacklisting of the supplier for a minimum period of two years.
- 4) Conditional tenders / tenders with deviation will not be considered.
- 5) The quantity mentioned herein is approximate annual requirement and in case the company requires more/less quantity, the supplier should be prepared to affect supply at short notice at the agreed rate, terms and conditions.
- 6) HLL reserves the right to split up the quantity and place the order on more than one supplier and also reserves the right to accept or reject the offer without assigning any reason.
- 7) The tender is liable to be suspended or cancelled at anytime at the discretion of the company without assigning any reason.

In the event of placing orders: -

- a) The materials supplied should conform to our specification (refer Schedule A).

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SCHEDULE-C

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- b) The remaining period of shelf life of material on arrival at our stores should be minimum 5/6th of the total shelf life.
- c) Test Report of the product is to be attached with each consignment batch wise specifying therein the readings of the final test.
- d) 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.
- Material shall be returned through the Transporter indicated in Schedule F or through our approved Transporter on freight to pay basis.
 - Alternatively the rejected material shall be destroyed at our end after damaging/ defacing the same.
 - The cost incurred for disposal of the rejected material shall be recovered from supplier.
 - HLL also has the right to procure the material from alternate source(s) at supplier's risk and cost.
- e) **A certificate confirming that the product offered by you is environment friendly i.e., non-hazardous to the environment is to be enclosed with the Technical Bid.**
- f) **The supplier agrees to supply strictly as per the order terms in respect of quantity and quality. HLL reserves the right not to receive material beyond the delivery date given in the order.**

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- g) The supplier agrees to supply as per the rate quoted and other terms and conditions for a period of three months during which period no price escalation and no change in terms and conditions will be allowed on any ground.
- h) 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 through the Transporter proposed by you or our authorized transporter on freight to pay basis.
- i) The parties have to abide by delivery schedule given in the supply order strictly. Penalty @ 0.5% value of the materials per week of delay subject to a maximum of 7.5% of the value of the supply defaulted will be imposed if material is accepted by the company after the stipulated delivery period .
- j) HLL reserves the right to have the supplier's facilities and GMP inspected by self or by an independent third party agency authorized by HLL for compliance.
- k) 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.
 - v. Batch/Lot no.
 - vi. Total Number of packages/ serially numbered
 - vii. Test certificate
 - viii. HLL's GST No.

The LR no to should be intimated immediately after dispatch of the material by email/fax

- l) The following information shall be stenciled or labeled on the exterior of the packing in bold letters, clearly visible, at least 50mm high with waterproof ink.
- a. Name of Product (as given in supply Order)

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SCHEDULE C

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- b. Date of Manufacture (Monthly/Yearly)
- c. Batch No./Lot No
- d. Quantity
- e. Instruction of storage and handling
- f. Name & Address of Manufacturer
- g. Company's address in full
- h. All packages should be separately numbered and it should appear on top of the packages with proper labeling.
- i. The following documents should accompany the consignment
 - a. Invoice in triplicate
 - b. Delivery Note/Challan
 - c. Packing List
 - d. LR/AWB/----
 - e. Material Safety Data Sheet (MSDS)
- n) Mode of Transport shall be by road, unless otherwise specified. The materials shall be sent through the Transporter who has been granted a Certificate of Registration for transportation of goods as per Carriage by Road Act 2007.
- o) Payment shall be made by RTGS within 30 days after receipt subject to acceptance of the material
- p) The jurisdiction of any disputed, suits and proceedings arising out of this tender shall be only in the court of Thiruvananthapuram /Belgaum/Cochin/ as the case may be.

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SCHEDULE-C

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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 of this shall be entertained.

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

PLACE:

NAME AND SIGNATURE OF THE APPLICANT

DATE:

(WITH OFFICE SEAL)

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SCHEDULE - D

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SPECIFIC CONDITIONS FOR SUPPLY OF ALUMINIUM FOIL TO PEROORKADA & KAKANAD
unit

0) Each package/ bundle should be numbered chronologically and earmarked as Plain/Print/Top/Bottom with brand name.

1) PACKING MODE for PAPER TOP / PET FOIL

Rolls to be packed in strong corrugated box/Wooden pallet with each Core placed one over the other uniformly with a Core rod (preferably Plastic) inserted into the full Core length. The rolls to be fully covered in a poly bag with open top end folded and inserted into the Core. The four corners of the box filled with suitable corrugated triangular packs. Number of reels per box/pallet for different width is as follows:

a. 170.5mm /180mm/182 mm/185 mm : 2 Reels max

b. 115mm : 4 Reels

c. 55mm /60mm : 6 Reels

All packs to be correctly identified externally and within the Core.

Inside of Core of each roll should be pasted with label having lot identity.

3) The reel length mentioned in specification is the minimum reel length. We shall be drawing sample reels from the consignment and if the length is found to be less pro-rata additional quantity required shall have to be made good without fail.

PLACE:

NAME & SIGNATURE OF THE APPLICANT

DATE:

(WITH OFFICE SEAL)

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PART III

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SCHEDULE - E

SCHEDULE FOR MONTHLY QUANTITY TO HLL- QUESTIONNAIRE

Bidders shall furnish the minimum monthly quantity which they can supply to HLL
As per below format

DESCRIPTION	MINIMUM QUANTITY IN REELS
Paper (Heat Seal Coating) - 55 mm	
Paper (Heat Seal Coating) - 115 mm	
Paper (Heat Seal Coating) - 170 mm	
Paper (Nucrel) - 55 mm	
Paper (Nucrel) - 115 mm	
Paper (Nucrel) - 170	
PET FOIL - 55 mm	
PET FOIL - 60 mm	
PET FOIL - 115 mm	
PET FOIL - 170.5 mm	
PET FOIL - 182 mm	
PET FOIL -185 mm	
LUBE FOIL -440MM	

All the information provided herein is true & correct.

PLACE:
DATE:

NAME & SIGNATURE OF THE APPLICANT
(WITH OFFICE SEAL)

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SCHEDULE – F
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QUESTIONNAIRE

(General information of the manufacturer / supplier)

TECHNICAL BID

1. Name & Address of the Supplier with:
 - (a) Telephone No.
 - (b) Fax No.
 - (c) E-mail Address
 - (d) Name of contact person
 - (e) (i)whether proprietary/partnership/
Limited company
(ii) Furnish Names/address, phone Nos.
of Proprietor/Managing
partner/M.D/Director's (attach separate
sheet)
 - (f)Specify whether MSE unit
 - (g) If Yes, pl specify if your unit is owned by :
SC/ST entrepreneur
2. Are you a manufacturer / authorized agent.

If authorized agent furnish a copy of :
authorization from manufacturer.
3. Annual production capacity :
4. How many years have you been in the :
business of manufacturing/sealing?
5. What would be the minimum time required to deliver the
ordered quantity from the date of confirmed purchase
order?
6. Have you been a supplier to any Condom :

एचएलएल लाइफकेयर लिमिटेड **HLL LIFECARE LIMITED**
(भारत सरकार का उद्यम) (**A GOVT.OF INDIA ENTERPRISE**)

पेरूरकडा पी.ओ. **PEROORKADA. P.O,**

तिरुवनन्तपुरम -६९५००५ **THIRUVANANTHAPURAM-695005**

PHONE NO: 0471 2539329, 0471 2435013;

EMAIL:materialspft@lifecarehll.com,materialsnt@gmail.com

E – TENDER No.PUR/08/R1/PQ/CP/1-A/2021-22

Date:05.11.2021

Manufacturer, if so give details –
name, address, quantity and v
alues of orders received and
executed during the last one
year (Attach separate sheet)

7. Annual Turn Over during the :
last one year? (**Attach certificate
issued by Chartered Accountant as
supporting document.**)
8. Do you have reverse printing facility?
9. Do you have multi colour printing facility
to print minimum 6 colours?
10. Kindly furnish the name and address of the Transporter
(Registered as per Carriage by road Act 2007) through whom the
rejected material is to be returned on freight to pay basis.
11. Do you have Extrusion Coater & Laminator?
12. If yes – Extrusion Coater & Laminator Date:
Single Line or Tandem (2) Extrusion Line?
9. Details of Extrusion Coater & Laminator Die:
Whether Mono Layer/Two Layer/Three Layer
10. No.of slitters installed:
11. What is the shelf life of the product being offered by you?
12. Details of GST Registration:
a) GST No.
b) PAN No.
13. Name & adress of your Banker (s):
14. A/c No., IFSC code of the Banker
15. Attach list of Major clients:
16. Any other details:
All the information provided herein is true & correct.

PLACE:
DATE:

NAME & SIGNATURE OF THE APPLICANT
(WITH OFFICE SEAL)

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SCHEDULE-G

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TECHNICAL BID

QUESTIONNAIRE FOR VENDOR DEVELOPMENT

(TO BE FILLED BY NEW VENDORS)

NAME OF PRODUCT:

1. 1) Name & Address of the Manufacturer :
 - (a) Telephone No.
 - (b) Fax No.
 - (c) E-mail Address
 - (d) Name of contact person
 - (e) (i) Whether proprietary/partnership/
Limited company.
(ii) Furnish Name/'s, address,
phone nos. of Proprietor/
Managing partner/ M.D / Director's
(Attach separate sheet)
 - (f) Specify whether MSE unit
 - (g) If Yes, pl specify if your unit is owned by :
SC/ST entrepreneur
- 2) Details of tax registration: - :
 - a) GST No.
- 3) Name & Address of your Banker(s)
Account no. :
Swift Code
- 4) Annual Turn over
- 5) Do you have a Quality Control department. If yes, give the
details of the facilities. : Yes/No
- 6) a) Do you have inspection for incoming materials : Yes/No
b) Do you have in process inspection facilities : Yes/No
c) Do you have final inspection of the product : Yes/No
- 7) Do you have any accreditation : Yes/No
 - (a)ISO 9001
 - (b)Any National/International Laboratory/Authority
CertificationIf 'Yes', give details along with a copy of certificate issued
by them.

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Schedule G

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- 8) Do you have an environmental policy / ISO 14001 certification? : Yes / No
If yes, please give the details.
- 9) Furnish the details of testing equipments.
- 10) Have you been assessed previously by HLL : Yes/No
- 11) List of customers
a) Government Dept. / PSU's
b) Private Sector
- 12) Have you furnished the sample along with this format : Yes/No

Place : **NAME AND SIGNATURE OF THE VENDOR**
Date : (WITH OFFICE SEAL)

This is to be filled up by **HLL LIFECARE LIMITED, THIRUVANANTHAPURAM**

Recommendation/Remarks of the committee

Committee Members:

- 1.Head of Quality Control/Head of Technical Services and Material Testing
- 2.Head of User Department
- 3.Head of Purchase Department

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SCHEDULE - H

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TECHNICAL BID

Item: ALUMINIUM FOIL LAMINATE

DECLARATION ACCEPTING TERMS AND CONDITIONS OF TENDER & BID SECURITY
DECLARATION

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

SEAL OF THE APPLICANT

SIGNATURE

NAME AND ADDRESS OF APPLICANT

एचएलएल लाइफ़केयर लिमिटेड **HLL LIFECARE LIMITED**
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SCHEDULE - H

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BID SECURITY DECLARATION

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

From,

To,

The VP (S)
HLL Lifecare Limited
(A Government of India Enterprise),
Peroorkada Factory, Thiruvananthapuram – 695 005,

Dear Sir,

I / We, hereby declare that if we withdraw or modify the bids during the period of Validity, we agree to be suspended for the time specified in the Tender Documents.

SEAL OF THE APPLICANT

SIGNATURE

NAME AND ADDRESS OF APPLICANT

एचएलएल लाइफकेयर लिमिटेड HLL LIFECARE LIMITED
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SCHEDULE-I

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REQUISITION FORM FOR E-PAYMENT

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

Certified that I am having a Savings / Current Account in <Name of Bank> -----
----- at <Name of Branch>----- with <IFSC
Code> _____

The Account Number is: _____

I wish to receive all payments in this account through NEFT and RTGS systems, as the case may be,
for all payments relating to this order.

Name of Bidder

Place: _____

Date: _____

(Attach Scanned copy of Cancelled Cheque of above Bank)

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SCHEDULE- J

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PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of _____

Between

HLL Life Care Limited, a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called “HLL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s _____ with office atrepresented by Shri _____ , Chief Executive Officer (hereinafter called the “BIDDER/Seller”/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HLL and BIDDER referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HLL

- 1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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- 1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
 - 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.

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- 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

3.1

The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

3.2

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

Clause .4. Equal treatment of all Bidders / Contractors / Subcontractors

4.1

The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

4.2

HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.

4.3

HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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Clause .5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required: -

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
- vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.

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- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
- xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.

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- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.
- 7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

**Clause.8. Criminal charges against violating Bidder(s)/
_____ Contractor(s)/ Subcontractor(s)**

If HLL obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer.

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

एचएलएल लाइफकेयर लिमिटेड **HLL LIFECARE LIMITED**
(भारत सरकार का उद्यम) (**A GOVT.OF INDIA ENTERPRISE**)

पेरूरकडा पी.ओ. **PEROORKADA. P.O,**

तिरुवनन्तपुरम -६९५००५ **THIRUVANANTHAPURAM-695005**

PHONE NO: 0471 2539329, 0471 2435013;

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If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HLL.

Clause. 13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL

BIDDER

Name:
Designation:
HLL Lifecare Limited,
Thiruvananthapuram.

Chief Executive

Witness

Witness

1.....

1

2.....

2.....

Provisions of these clauses would be amended /deleted in line with the policy of the HLL in regard to involvement of Indian agents of foreign suppliers.