

# **EOI DOCUMENT**

**FOR**

## **Expression of Interest for Providing Manufacturing Facility of Sanitary Napkins on Lease Basis**

**EOI No: HLL/CHO/PSD/MKTG/2025-26/EOI/08 Dt: 18.12.2025**

**E – Tendering**



## **HLL Lifecare Limited**

(A Govt. Of India Enterprise)

**CIN : U25193KL1966GOI002621**

**HLL Bhavan, Poojappura, Thiruvananthapuram -695012 Kerala, India**

**Tel: 0471 2775500, 0471 2358151**

(EXTN – 600/606/531)

**Website – [www.lifecarehll.com](http://www.lifecarehll.com)**

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**HLL LIFECARE LIMITED**  
(A Government of India Enterprise)  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012, Kerala, India  
Tel: 0471 2775500, 0471 2358151  
(EXTN – 600/606/531)

**NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

**IFB No: HLL/CHO/PSD/MKTG/2025-26/EOI/08**

**18.12.2025**

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites Expression of Interest for Providing Manufacturing Facility of Sanitary Napkins on Lease Basis from interested and experienced parties who are capable of meeting the requirements as per our EOI.

SI No	Particulars	Description
1	Name of Item/Work	Expression of Interest for Providing Manufacturing Facility of Sanitary Napkins on Lease Basis
2	Location of Delivery	Pan India.
4	Bid Security/EMD	Rs.2,00,000 (Rupees Two Lakh only)
5	Bid fee	Rs.5,000/- (Rupees Five Thousand only)
7	EOI Validity	Three years from the date of empanelment which may be extended upto 2 more years on year to year basis based on mutual agreement.
8	Eligibility criteria for Bidder(s)	As per EOI document
9	HLL A/c Details for payment of Bid Fees and EMD (Payment mode: NEFT / RTGS)	Name of Bank: HDFC BANK A/c number: 00630330000035 IFSC Code: HDFC0000063 Branch name: Vazhuthacaud Branch, Thiruvananthapuram
10	Last date and time for online submission of online bids	<b>01-01-2026 at 15:00 hrs</b>
11	Date and time of opening of EOI	<b>02-01-2026 at 15:00 hrs</b>
12	Address for Communication at HLL regarding the EOI	Vice President (PS) & Group Head (HCS) Procurement Service HLL Lifecare Limited Corporate & Regd Office, HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail: hllsd@lifecarehll.com

## **INSTRUCTIONS TO THE BIDDER(S) (ITB)**

1. This EOI is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
2. EOI documents 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 EOI and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidder(s) may download and go through the tender document.
5. 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.
6. The complete bidding process is online. Bidder(s) 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 shall be rejected.
7. Bidder(s) 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, bidder(s) may contact the help desk numbers & email ids mentioned at the e-tender portal.
8. Bidder(s) 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. Conditional offers are liable for rejection.
9. The Aggregator to indemnify the HLL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
10. While the Expression of Interest has been prepared in good faith, the Buyer does not make any commitment or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omission herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this request, even if any loss or damage is caused by any act or omission on its part.
11. Bidders are requested to keep the information and details strictly confidential. We are looking for your support and co-operation in getting fully responsive Expression of interest.
12. The Buyer shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their EOI and other expenses.
13. HLL reserves the right to reject any or all the Expressions of Interest without assigning any reason thereof.
14. The process of inviting EOI is for ascertaining various options available to HLL. After evaluation / examination of the offers, HLL may at its sole discretion decide further course of action.

15. HLL reserves the right to deal with the proposal in any manner without assigning any reasons for the same. The decision of the HLL in this regard shall be final.
16. Any false submissions/falsification of details and enclosures will lead to disqualification of the interested bidder(s).
17. Any disagreement regarding the scope of work after opening of bids will lead to disqualification of the bidder(s).
18. The bidder(s) 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 Bidder(s) in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

#### 18.1 **Registration**

- a) Bidder(s) 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(s) Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the Bidder(s) will be required to choose a unique user name and assign a password for their accounts.
- c) Bidder(s) is 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.
- 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 Bidder(s) are required to have Class II or above digital signature certificate or above 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 Bidder(s) 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(s) 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(s) 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/contractor. The Bidder(s), 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 Bidder(s) 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(s). Please note that the Bidder(s) are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- j) Ineligible Bidder(s) or Bidder(s) who do not possess valid & active registration on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

#### 18.2 **Searching for Tender Documents**

- a) There are various search options built in the CPP Portal, to facilitate Bidder(s) 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 Bidder(s) may combine a number of search parameters such as Organization

- b) Once the Bidder(s) has 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 Bidder(s) through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The Bidder(s) 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

### **18.3 Preparation of Bid**

- a) Bidder(s) 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 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(s), 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 Bidder(s). Bidder(s) 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 Bidder(s) to ease the uploading process. If Bidder(s) has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

**19.** More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>

**20.** Bidder(s) is 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.

**21.** 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

Note:- International Bidder(s) are requested to prefix +91 as country code

E-Mail Support: For any Issues or Clarifications relating to the published tenders, Bidder(s) are requested to contact the respective Tender Inviting Authority

Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in), Policy Related - [cphp-doe@nic.in](mailto:cphp-doe@nic.in)

22. Bidder(s) is requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.

23. 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:

**Vice President (PS) & Group Head (HCS)**  
**HLL Lifecare Ltd.**  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram - 695012, Kerala, India**  
**Tel: +91 4712354949 (EXT 242 / 272 / 273)**  
**Email – [hllsd@lifecarehll.com](mailto:hllsd@lifecarehll.com)**

24. The bids shall be opened online at the **Office of the Vice President (PS) & Group Head (HCS)** in the presence of the Bidder(s)/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.

25. More details can be had from the Office of the Vice President (Sourcing) 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(s) during the e-procurement process.

26. A firm/Bidder(s) shall submit only one bid in the same bidding process. A Bidder(s) (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 bids in which the Bidder(s) has participated to be disqualified.

## **27. Online EOI Process:**

The EOI process shall consist of the following stages:

- i. Downloading of EOI document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- 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.
- iii. **Bid submission:** Bidder(s) need to submit their bids along with supporting documents to support their eligibility, as required in this EOI document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- iv. **Opening of Technical Bid and Bidder(s) short-listing:** The technical bids will be opened, evaluated 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. All the Bidder(s) who meet the technical evaluation criteria will be empanelled. After empanelment, as and when requirement arises, HLL will invite Two part tender from the empanelled Aggregator, based on the specific nature of requirement.



28. HLL Life care 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 Bidder(s).
  29. HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and Bidder(s) shall be bound to perform the same at his quoted rates.
  30. In case, it is found during the evaluation or at any time before placing of PO 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(s) or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal, action shall be taken by HLL Lifecare as deemed fit.
  31. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
  32. The technical bids should be uploaded as per the requirements of EOI and should not contain price information otherwise the bid will be rejected.
  33. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the Bidder(s) and to carry out the capability assessment of the Bidder(s) and the HLL Lifecare Limited's decision shall be final in this regard.
  34. HLL Lifecare Limited Ltd. reserves the right to amend or withdraw any of the terms and conditions contained in the EOI document including scope of work or reject any or all EOIs without giving any notice or assigning any reasons.
  35. Submission Process:  
For submission of bids, all interested Bidder(s) have to register online as explained above in this document. After registration, Bidder(s) shall submit their Technical bid on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- 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.**

**Vice President (PS) & Group Head (HCS)**



## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **Section 1**

#### **I. COMPANY BACKGROUND:**

HLL Lifecare Limited (HLL) is a public sector undertaking under the administrative control of the Ministry of Health & Family Welfare, Government of India. HLL's purpose of business is to provide quality healthcare products and services at affordable rates. In its quest to become a comprehensive healthcare solutions provider, HLL had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives. HLL is offering solution for retailing and making available range of HLL's quality healthcare products / Sanitary Napkins / Condoms etc. through state-of-art technologies. HLL also launched several initiatives in the service sector - for medical infrastructure development, diagnostics centre's and retail chain of pharmacy outlets and procurement & consultancy services.

#### **II. SCOPE OF WORK**

HLL invites bids for Expression of Interest from interested parties for providing manufacturing facility of Sanitary Napkins on lease basis as mentioned in the EOI and as per EOI Terms & Conditions. Qualified Bidder(s) will be empanelled after finalization of the EOI for a period of THREE years which may be further extended for a period of TWO years on a year to year basis based on mutual agreement.

Financial bid shall be called for from the empaneled parties to offer their rates on lease rent. HLL reserves the right to enter into lease agreement with multiple parties at multiple locations

- a) Primary manufacturers or those holding lease facility with right to sublease are eligible to participate in the EOI.
- b) Bidders should have annual Turnover of Rs. 4 Crores in any one of the last Three financial years.
- c) The bidder or the manufacturer whose product is offered must have manufactured and supplied at least 20 million pads of sanitary napkins in any one of the last Three financial years.
- d) Bidder should have Minimum Capacity of 50 Mpcs per Annum.
- e) Bidders whose facility(s) already qualified in previous EOI No. HLL/CHO/PSD/MKTG/2025-26/EOI/02 Dt: 05.07.2025 and HLL/CHO/PSD/MKTG/2025-26/EOI/04 Dt: 11.08.2025 need not participate for offering those same facility(s)

EOI documents can also be downloaded from our website. Participating Bidder is requested to submit the bid fee and EMD online on or before the due date as mentioned in the EOI. The bidder who fails to submit the Bid fee and EMD before the bid submission deadline will be considered as technically non responsive

#### **III. AWARD OF EMPANELMENT**

All the Bidder(s) whose bids are determined to be substantially responsive will be empaneled. The EOI 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 award of contract, without thereby incurring any liability to HLL.

Financial bid shall be called for from the empaneled parties to offer their rates on lease rent. HLL reserves the right to enter into lease agreement with multiple parties at multiple locations.

#### **IV. GENERAL INFORMATION TO BIDDERS**

- a) A firm/Bidder(s) shall submit only one bid in the same bidding process. A Bidder(s) (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(s) has participated to be disqualified.
- b) Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.
- c) Bidder(s) who are eligible as per the Provisions of Public Procurement –Preference to Make in India Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments are eligible to participate in the EOI. A self declaration as per Annexure 10 with respect to this order must be submitted.
- d) Any Bidder(s) from a country which shares a land border with India will be eligible to bid in this EOI only if the Bidder(s) is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of the GFR, 2017 and any amendments issued thereafter) inclusive of the latest amendments issued by Ministry of Finance, GOI at Annexure 09 of this bidding document. The Bidder(s) must comply with all provisions mentioned in this order. A self-declaration as per Annexure 08 with respect to this order must be submitted.
- e) Bidder(s) who has been de-recognized / debarred / banned / blacklisted by any other State Government / Central Govt. Organization / State Medical Corporations / Director Health Services and or convicted by any court of law due to (i) quality failure of the drug(s) supplied (NSQ / Spurious / Adulterated / Misbranded etc.) (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate in the EOI during the period of de-recognition / debarment / Banned / blacklisted. Bidder(s) / manufacturing unit which has been de-recognized / debarred / banned / blacklisted by State Medical Corporation for any reasons can't participate in the EOI during the period of de-recognition/debarment/banned.
- f) Any Bidder(s) who has been convicted by a competent court of law for supplying (NSQ/ Spurious/ Adulterated/ Misbranded etc.) drugs within a period of last 3 years from the date of floating of EOI shall not be eligible to participate in the EOI.

#### **Works / Conversion Contract**

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

penalized to the extent of cost of raw and packing materials provided whereas the delivery schedules should not get affected.

- g) In case the delivery schedules are not met, penalty will be charged as per the terms & conditions of the indenting department/ EoI inviting authority
- h) Party has to quote for all inclusive conversion cost, which will be negotiated and finalized before signing the contract. The conversion cost will be firm for 36 months from the date of negotiation. The elements of conversion cost should include the following:
  - 1. Unloading of all raw materials received at site
  - 2. Loading finished good from the site
  - 3. Internal movements of the materials
  - 4. Labour cost for conversion
  - 5. Electricity and water charges
  - 6. All statutory taxes, fees like ESI, P,F payments and insurance (wherever applicable)
  - 7. Safety and personnel protection measures.

### **IMPORTANT INSTRUCTIONS FOR SUBMISSION OF BIDS / EoI**

- a) HLL will take the facility on lease basis & obtain manufacturing license in HLL name for which the bidder has to incur all expenses. However HLL would reimburse the actual fees paid based on proof of receipt only. All other incidental expenses if any shall be borne by the bidder.
- b) The contract will be placed on the contractor for manufacturing the Napkins at agreed rate/ conversion cost.
- c) The bidder can arrange for supply of Napkins & packing materials and obtain invoices in the name of HLL so that the GST input credit is passed on to HLL.
- d) All statutory fees like PF, ESI etc shall be paid by bidder only.
- e) In case of accidents etc the bidder has to pay compensation as per workmen compensation act.
- f) The bidder has to arrange inspection of facility by all statutory authorities on behalf of HLL & its incidental expenses if any has to be borne by the Bidder only.
- g) TDS will be deducted wherever applicable.
- h) The bidder should have GST registration number, PAN number.
- i) Payment will be made based on actual quantity manufactured & dispatched after obtaining the test clearance only.
- j) The bidder should display the board of HLL Lifecare Ltd in front of the factory.
- k) The production shall be carried at in presence of HLL Representative only.
- l) There will not be employee employer relationship between HLL & the labors engaged.
- m) Insurance on materials, etc and on finished goods shall be taken by the bidder.

## **Section 2:**

### **1. MINIMUM ELIGIBILITY CRITERIA FOR BIDDER(S)**

The Bidder(s) shall fulfill the following conditions.

- a) Primary manufacturers or those holding lease facility are eligible to participate in the EOI.
- b) Bidders should have annual Turnover of Rs. 4 Crores in any one of the last Three financial years.

- c) The bidder or the manufacturer whose product is offered must have manufactured and supplied at least 20 million pads of sanitary napkins in any one of the last Three financial years.
- d) Bidder should have Minimum Capacity of 50 Mpcs per Annum.
- e) Self certified statement of installed manufacturing capacity
- f) Facility for the production shall meet the GMP Regulations prevailing in India, else the party shall modify / construct the building as per GMP Requirements.
- g) Party should obtain the approval of the layout from appropriate authority.
- h) HLL shall enter into a lease agreement with finalized parties. Necessary license clearances have to be obtained by the party from the statutory/regulatory authorities for the production premises.
- i) Facility should be sufficient with all services like working environments, storage, laboratory etc., which are needed for producing SANITARY NAPKINS.
- j) Party should install and commission all necessary equipment/ machinery needed for the production of these sanitary napkins to the required tune of production in short period. Party should also be ready to procure and install additional equipment without extra cost in case the same is found necessary for the production of these sanitary napkins.
- k) Party should furnish the entire / partial facility for taking care of the needs of HLL for production of the sanitary napkins.
- l) Party is responsible for maintaining the facilities like building, services, machineries, manpower, furniture etc., on day to day basis so that the production losses do not happen at any time during the leased period.
- m) HLL shall have the full right for the leased property till the end of the lease period and party will not use any of the premises or facilities including machineries for their production.
- n) Time period for setting up the facilities and obtaining necessary permissions, approvals and licensing will be 15 days.
- o) Period of lease will be initially for three years from the date of signing of Lease agreement, which may be further extended for a period of TWO years on a year to year basis based on mutual agreement. Lease period can be either extended or curtailed at HLL's need with one-month notice. However the minimum Lease period will be 3 months from the date of signing of lease agreement.
- p) The party shall have sufficient storage facility for one and half month production of sanitary Napkins and for storage of raw material
- q) If the plant/facility is kept idle, HLL will not pay idling charges.

## **2. COST OF BIDDING**

- 2.1 The Bidder(s) 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.
- 2.2 EOI documents may be downloaded free of cost from the Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>). However, Bid fee, as mentioned in the notice inviting EOI, is required to be submitted online (NEFT/RTGS) as mentioned in the notice inviting EOI.

## **3. GETTING INFORMATION FROM WEB PORTAL**

- 3.1. All prospective Bidder(s) are expected to see all information regarding submission of bid

for the Work published in the e tender website during the period from the date of publication of notice inviting EOI for the Work 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.

- 3.2. 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.
- 3.3. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The Bidder(s) 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(s).

#### **4. BIDDING DOCUMENTS**

##### **4.1. Content of Bidding Documents**

The bidding documents shall consists of the following unless otherwise specified

- a. Notice Inviting EOI (EOI)
  - b. General Instruction to Interested Bidder(s)
  - c. Instructions to Interested Bidder(s)
  - d. General Conditions of Contract (GCC)
  - e. Special Conditions of Contract (SCC)
  - f. Annexures to Bid for Interested Bidder(s)
  - g. Product List.
- 4.2. The Interested Bidder(s) is required to login to the e-procurement portal and download the listed documents from the website as mentioned in EOI. 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.
  - 4.3. The Prospective Bidder(s) is expected to examine carefully all instructions, Conditions of Contract, Annexure, Terms, Product List in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder(s)'s own risk.

#### **5. CLARIFICATION OF BIDDING DOCUMENTS**

- 5.1. An prospective Bidder(s) requiring any clarification of the bidding documents shall contact the office of the EOI Inviting Authority on any working day between 10 AM and 5 PM.
- 5.2. 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.

#### **6. AMENDMENT TO BIDDING DOCUMENTS**

- 6.1. Before the deadline for submission of bids, the EOI Inviting Authority may modify the bidding document by issuing addenda.
- 6.2. Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website and HLL website. The EOI Inviting Authority will not be responsible for the prospective Bidder(s) not viewing the website in time.
- 6.3. If the addendum thus published does involves major changes in the scope of work, the EOI Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective Bidder(s) to take reasonable time for bid



preparation taking into account the addendum published.

## **7. PREPARATION OF BIDS**

### **7.1 Language of the Bid**

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

### **7.2 Documents to be submitted along with the Technical Bid for Empanelment**

The online EOI submitted by the Bidder(s) shall comprise the following

- 1.1 Primary Manufacturers or those holding lease facility are eligible to participate in the EOI.
- 1.2 Bidders should not be associated with the purchaser for the preparation of the design, specifications, and other documents used for the procurement of the goods under this Invitation of Bids.
- 1.3 Bidder should have good financial background proven by balance sheet.
- 1.4 Bidder should not have been blacklisted either for the product quoted in this EOI or for any other product on quality grounds by any Government / Private organizations, and if the blacklisting is in force during this EOI period, they are not eligible to participate in this EOI
  - a) The purchase of EOI documents as per IFB clause no.2 or Copy of receipt against the purchase of EOI document.
  - b) Duly attested copies of factory license/ manufacturing license/ Industrial license, sales tax registration and documents to prove the legal status, place of registration and principal place of business of the undertaking.
  - c) Authenticated copy of the Memorandum of Association/Articles of Association / Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
  - d) Bidder(s) should submit a non-conviction certificate (self declaration).
  - e) Copy of Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant along with last three year turnover.
  - f) Bidders should have annual turnover of Rs. 4 Crores in anyone of the last three financial years.
  - g) Duly attested copies of quality certificates for the products and quality system certifications as specified in technical specifications. Technical literature / other documents in support of the goods/services.
  - h) Specification compliance statement
    - i) The bidder or the manufacturer whose product is offered must have manufactured and supplied at least 20 millions pads of sanitary napkins any one of the last three financial years.
    - j) Self certified statement of installed manufacturing capacity.
    - k) Copy of GST Certificate (self-attested copy).
    - l) Copy of Permanent Account Number (Self-attested Copy).
    - m) Details of in house quality control laboratory facilities and services and range of test conducted.
    - n) Copy of major contracts undertaken/ copy of major purchase orders for the supply of quoted items.
    - o) Copy of achieved annual production rate certified by a Chartered Accountant /Internal

- p) Organization Structure and Profile of Senior personnel and man power details of the company
- q) Power of Attorney in stamp paper (appropriate value) duly notarized authorizing the signatory to sign the bids and transact business.
- r) Duly filled & signed bid form as per Annexure-2
- s) Under taking letter for replacement of complaint / defective goods as per Annexure-3.
- t) Duly signed and sealed bid document by the bidder/ authorized signatory of the bidding form in all pages.
- u) List of items for which the bidder wants to empanel (without prices)
- v) Self Declaration as per Annexure 1
- w) Duly filled, signed and sealed Annexure 05 - Indemnity Certificate.
- x) Annexure 08 - Check List.
- y) Annexure 09 – Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration).
- z) Annexure 10 - Make In India Preference (Self Declaration).
- aa) Annexure 11 - Pre Contract Integrity Pact.

Note: If any of the above documents are not applicable for eligible Bidder(s) then they shall attach a “NOT APPLICABLE” statement mentioning the justification for the same.

All Annexure must be duly signed and sealed while submitting the same.

Bidder(s) shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during EOI evaluation, the bid will be rejected and the Bidder(s) will be blacklisted.

## **8. Selection Process**

The Technical Evaluation Committee (TEC) appointed by the HLL will screen the parties based on the Eligibility Criteria shall be part & parcel of selection process. The firms that fulfill eligibility criteria shall be technically qualified and empanelled

The purchaser will scrutinize the EOI Documents for compliance to the specifications and documentation requirement. If deemed appropriate, Purchaser may depute its competent officers to the premises of the bidders, for on-site evaluation of the claims made in the documents. The on-site evaluation may include the inspection of the specimen sample of the goods. The bidder shall furnish 100 packets of each variant with packing as samples free of cost during on site evaluation / as per request from purchaser.

## **9. Currencies of Bid and Payment**

The currency of bid and payment shall be quoted by the Bidder(s) entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

## **10. SUBMISSION OF BIDS**

The Interested Bidder(s) shall submit their bid online only through the Government eProcurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down for e- submission as detailed in the web site. For e tenders, the Interested Bidder(s) shall download from the portal. The Bidder(s) 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(s) for future reference. Copies of all certificates and documents shall be uploaded while submitting the EOI online.

The EOI is invited in **1 Envelope system** from the registered and eligible firms at CPP Portal.

**Envelope - I (Bid Fee, EMD and Technical bid):**

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

Name of Bank : HDFC BANK,  
A/c number : 006303300000035,  
IFSC Code : HDFC00000063,  
Branch name : Vazhuthacaud Branch, Thiruvananthapuram.

Document of the above transactions completed successfully by the Bidder(s), shall be uploaded separately while submitting the bids online.

Technical Bid should contain duly filled, signed and scanned soft copy documents as mentioned in Instructions to Bid (ITB) - Documents to be submitted along with the Technical Bid - Section 7.2.

**NOTE**

- SSI/MSME units interested in availing exemption from payment of Bid Fee and EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / Udyog Aadhaar.
- If the Bidder(s) is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006.
- If a MSME Bidder(s) 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.
- The EMD submitted by the successful Bidder(s) whose facility has been finalized for lease contract shall be converted to Performance Guarantee and shall be refunded to the Bidder(s) only after the contract period. In case of MSME suppliers who had availed the EMD exemption as per the applicable exemptions, has to submit the equivalent amount of EMD as Performance Guarantee within 7 days from the date of finalization of lease contract and shall be refunded after the contract period. Failure of the successful Bidder(s) to accept the notification of award or submission of performance guarantee within the time frame shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- HLL Lifecare Limited reserves the right to verify the credential submitted by the bidder at any stage (before or after the award the work). 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.
- The bidder shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
- On demand of the EOI Inviting Authority, this whole set of certificates and documents shall be send to the EOI Inviting Authority's office address (as given in the notice inviting EOI) by registered post/Speed post of India Post in such a way that it shall be delivered to the EOI Inviting Authority before the deadline mentioned. The EOI Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.

- The EOI 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(s) during the e-procurement process.

## **11. Deadline for Submission of the Bids for Interested Bidder(s)**

- 11.1. Bid shall be received only online on or before the date and time as notified in EOI.
- 11.2. The EOI 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(s) will not be able to submit his bid after expiry of the date and time of submission of bid (server time).
- 11.3. Resubmission or modification of bid by the Bidder(s) for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents.
- 11.4. If the Bidder(s) fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 11.5. The Bidder(s) can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

## **12. BID OPENING AND EVALUATION**

Bids shall be opened on the specified date & time, by the EOI inviting authority or his authorized representative.

### **12.1. Bid Opening Process**

- 12.1.1 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 Bidder(s) & guest users can view the summary of opening of bids from any system. Bidder(s) are not required to be present during the bid opening at the opening location if they so desire.

**Envelope - I:** Envelope- I Opening date shall be as mentioned in NOTICE INVITING EOI/ EOI Document. (Envelop – I shall contain scanned copy of Bid Fee, EMD and Technical Bid).

If any clarification is needed from Bidder(s) about the deficiency in his uploaded documents in Envelope- I, he will be asked to provide it through CPP portal. The Bidder(s) shall upload the requisite clarification/documents within time specified by HLL Lifecare Limited, failing which EOI will be liable for rejection. In extraordinary circumstances the Bidder(s) may be requested to submit the deficient documents intimated through the e-tendering portal additionally by e-mail (As mentioned in the NOTICE INVITING EOI).

- 12.1.2. 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.

### **12.2. Confidentiality**

- 12.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process until the award has been announced in favour of the successful Bidder(s).

- 12.2.2. Any effort by a Bidder(s) 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 Bidder(s)' bid.

## 12.2 Clarification of Bids

12.3.1. To assist in the examination, evaluation, and comparison of bids, the EOI Inviting Authority may ask the interested Bidder(s) 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.

12.3.2. No Bidder(s) shall contact the EOI Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder(s) wishes to bring additional information to the notice of the EOI Inviting Authority, he shall do so in writing.

## 12.4. Examination of Bids, and Determination of Responsiveness

12.4.1. During the bid opening, the EOI Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the notice inviting EOI and the required documents and certificates.

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

A material deviation or reservation is one:-

- which affects in any substantial way the scope, quality, or performance of the Works;
- which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder(s)'s obligations under the Contract;

or

- Whose rectification would affect unfairly the competitive position of other Bidder(s) presenting substantially responsive Bids.

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

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

12.4.5. Bidder(s) can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

12.4.6. In case only single bid is received, then the purchaser reserves the right to accept / reject the bid as per prevailing norms of GFR and CPP portal, or to go for retender.

## 13 BID VALIDITY

13.1 Bids shall remain valid for the period of **180 (One Hundred and Eighty)** days from the date of opening of the bid as specified in the NIT. A bid valid for a shorter period shall be rejected by HLL as non responsive.

13.2 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 email. 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.

#### **14 STATUTORY EXEMPTIONS:**

- **MSME** - Statutory exemptions as per relevant guidelines shall be applicable for MSE Bidder(s). However, the preferences with respect to MSME shall not be applicable who are only involved the trading of the product under the scope of this EOI.
- **PPP MII** - Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self declaration to be submitted to claim MAKE IN INDIA preference.

#### **15 BID SECURITY / PERFORMANCE GUARANTEE (EMD)**

- i. The Interested Bidder(s) shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice inviting EOI. For e-tenders, Interested Bidder(s) shall remit the Bid Security using the payment options given in e-tender under Government.
- ii. Each bid must be accompanied by E.M.D. Any Bid not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.
- iii. The Bid Security (EMD) of the unsuccessful Bidder(s) shall become refundable as promptly as possible after finalization of the EOI.
- iv. The EMD submitted by the successful Bidder(s) whose facility has been finalized for lease contract shall be converted to Performance Guarantee and shall be refunded to the Bidder(s) only after the contract period.
- v. SSI/MSME units interested in availing exemption from payment of Bid Security as per applicable exemptions should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. But the Party has to provide Security Deposit, if the bidder is empanelled
- vi. The Bid Security may be forfeited:
  - (a) If a Bidder(s):
    - Changes its offer/bid during the period of bid validity or during the validity of the contract.
    - Does not accept the correction of errors
  - (b) In the case of the successful Bidder(s), if the Bidder(s) fails:
    - To sign the Agreement
    - To accept the Notification of award/Letter of Indent/ Purchase order and/or submit the security deposit.
    - To acknowledge the Notification of award/Letter of Indent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same.
  - vii) In such cases the work shall be rearranged at the risk and cost of the selected Bidder(s)
  - viii) The Bid Security deposited will not carry any interest.

#### **16 Bid FEE**

- 16.1 For e-tenders, the mode of remittance of Bid Fee shall be the same as detailed for remitting Bid Security (EMD). For e-tenders, Interested Bidder(s) shall remit the Bid Fee using the payment options as mentioned in the e-tender in Government eProcurement

16.2 Any bid not accompanied by the bid fee as notified, shall be rejected as nonresponsive.

16.3 Bid Fee remitted will not be refunded.

## **17 ALTERATIONS AND ADDITIONS**

17.1 The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the Bidder(s), in which case such corrections shall be initiated by the person or persons signing the bid.

17.2 The Interested Bidder(s) shall not attach any conditions of his own to the Bid. The Bid quote must be based on the tender documents. Any Bidder(s) who fails to comply with this clause will be disqualified.

## **18 Performance Guarantee**

18.1 The EMD submitted by the successful Bidder(s) whose facility has been finalized for lease contract shall be converted to Performance Guarantee and shall be refunded to the Bidder(s) only after the contract period. In case of MSME suppliers who had availed the EMD exemption as per the applicable exemptions, has to submit the equivalent amount of EMD as Performance Guarantee within 7 days from the date of finalization of lease contract and shall be refunded after the contract period. Failure of the successful Bidder(s) to accept the notification of award or submission of performance guarantee within the time frame shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

## **19 FORFEITURE OF PERFORMANCE GUARANTEE**

Deleted.

## **20 PAYMENT TERMS**

Deleted.

## **21 DELIVERY TERMS**

Deleted

## **22 DELAY IN DELIVERY OF GOODS**

Deleted

## **23 TAXES AND DUTIES**

Deleted

## **24 INSPECTION AND TESTS**

Deleted

## **25 INDEMNITY**

The Interested Bidder(s) shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidder(s) breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidder(s). (iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by

Bidder(s) or its affiliate. The Bidder(s) has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure 05

## **26 SHORT SUPPLY:**

Deleted

## **27 PARALLEL CONTRACTS:**

HLL reserves the right to enter into the parallel contracts with one or more parties or to place adhoc contracts simultaneously or at any time during the currency of contract, with one or more suppliers.

## **28 IN CASE OF DEFAULT**

Deleted

## **29 RISK PURCHASE**

Deleted

## **30 FORCE MAJEURE**

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

- (a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- (c) Strike, sabotage, lockout, embargo, import restriction, industrial dispute, epidemics, quarantine, and plague;
- (d) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation; If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

## **31 GOODS REPLACEMENT:**

Deleted.

## **32 CLARIFICATIONS ON BIDS- INTERESTED BIDDER(S)**

During the bid evaluation, HLL may, at its discretion, ask the Bidder(s) for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

## **33 CONTACTING HLL**

- a) From the time of bid opening to the time of Contract award, if any Bidder(s) wishes to contact HLL on any matter related to the bid, he shall do so in writing by sending email to [hllsd@lifecarehll.com](mailto:hllsd@lifecarehll.com).
- b) If a Bidder(s) tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.



### **34 HLL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

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

The purchaser does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.

The purchaser reserves the right to resort to retendering without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection.

The purchaser reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised bids from the Bidder(s) due to such changes, if any.

Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the Bidder(s) from its empanelment.

The purchaser reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder(s) or Bidder(s) or any obligation to inform the affected Bidder(s) or Bidder(s) of the ground for the purchaser's action.

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

Deleted.

### **36 SETTLEMENT OF DISPUTES**

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation. Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

The arbitration proceedings shall be held at Thiruvananthapuram. The award passed by the arbitrator shall be final and binding on the parties hereto. The conduct of such arbitration shall be in English. Subject to arbitration, the Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

### **37 GOVERNING LANGUAGE**

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

### **38 NOTIFICATION OF AWARD**

Prior to the expiration of the period of bid validity, the eligible Bidder(s) shall be empanelled. Purchaser shall notify the successful Bidder(s) accordingly.

### **39 TERMINATION**

HLL reserve right to terminate/ cancel the Notification of award/ Letter of Indent/ Purchase order at any time for any reason without any liability on HLL.



#### **40 FALL CLAUSE**

The BIDDER(S) 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(S) 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(S) to HLL, if the contract has already been concluded.

#### **41 CORRUPT OR FRAUDULENT PRACTICES**

The purchaser requires that the Bidder(s), suppliers and contractors 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.
(c)	Collusive practice	Means a scheme or arrangement between two or more Bidder(s), 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.

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

#### **42 SHELF LIFE**

Deleted

#### **43 FLEXIBILITY OF PRICES**

Deleted

#### **44 LICENSE AND PERMITS**

Deleted.

#### **45 INTEGRITY PACT**

Pre-Contract Integrity Pact and Independent External Monitor

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by Bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be submitted along with the financial and technical bids. All the Bidder(s) are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by Bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted

along with the financial and technical bids. All the Bidder(s) are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

The email id of the Independent External Monitor for HLL is given below. Email id: [iemhll@lifecarehll.com](mailto:iemhll@lifecarehll.com)

#### **46 RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR BIDDER(S) FROM COUNTRY SHARING LAND BORDER WITH INDIA.**

Any Bidder(s) from a country which shares a land border with India will be eligible to bid in this EOI only if the Bidder(s) is registered with Competent Authority, as per order no F.No.6/18/2019- PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this bidding document. The Bidder(s) must comply with all provisions mentioned in this order. A self-declaration (as per format provided in Annexure 09) with respect to this order must be submitted.

#### **47 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSE's)**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. However, the preferences with respect to MSME shall not be applicable who are only involved the trading of the product under the scope of this EOI.

#### **48 PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017**

Statutory exemptions as per relevant guidelines shall be applicable for MSE Bidder(s). Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self-declaration to be submitted to claim MAKE IN INDIA preference as per Annexure 10.

#### **49 SPLITTING OF ORDER**

Deleted

## **Special Conditions of Contract (SCC)**

NIL

**EOI: Expression of Interest for Providing Manufacturing Facility of Sanitary Napkins on Lease Basis**

**EOI No. HLL/CHO/PSD/MKTG/2025-26/EOI/08**

**Technical Specification - As per IS 5405:2019 / IS 5405:2025**

1. Thin Regular size sanitary napkin with Wings: Trifold
2. Thick Regular size sanitary napkin with Wings: Trifold/Straight
3. Thin Large size sanitary napkin with Wings: Trifold
4. Thick Large size sanitary napkin with Wings: Trifold/Straight
5. Thin Extra Large size sanitary napkin with Wings: Trifold
6. Thick Extra Large size sanitary napkin with Wings: Trifold/Straight
7. Thin XXL size sanitary napkin with Wings: Trifold
8. Thick XXL size sanitary napkin with Wings: Trifold/Straight
9. Biodegradable Thin Regular size sanitary napkin with Wings: Trifold
10. Biodegradable Thick Regular size sanitary napkin with Wings: Trifold/Straight
11. Biodegradable Thin Large size sanitary napkin with Wings: Trifold
12. Biodegradable Thick Large size sanitary napkin with Wings: Trifold/Straight
13. Biodegradable Thin Extra Large size sanitary napkin with Wings: Trifold
14. Biodegradable Thick Extra Large size sanitary napkin with Wings: Trifold/Straight
15. Biodegradable Thin XXL size sanitary napkin with Wings: Trifold
16. Biodegradable Thick XXL size sanitary napkin with Wings: Trifold/Straight
17. Belted Sanitary Napkin (without wings): Maternity Pad

\* All other specifications should be Adherence to BIS – IS 5405:2019/ IS 5405:2025/ISO-9001:2015/GMP norms and compliance with all relevant national standards.

**QUALITY ASSURANCE:**

**(i) Compliance:** The product shall

- (a) Comply with all provisions of the specifications.
- (b) Meet the laid down standards for safety, efficacy and quality.
- (c) Are free from defects in workmanship and in materials.

**(ii) Pre-Dispatch Inspection/Testing:** Inspection and testing of the products will be a part of the process.

**SELF - DECLARATION**

**EOI: Expression of Interest for Providing Manufacturing Facility of Sanitary Napkins on Lease Basis**

**EOI No. HLL/CHO/PSD/MKTG/2025-26/EOI/08**

To,  
Vice President (PS) & Group Head (HCS)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: 0471 2775500, 0471 2358151 (EXTN – 600/606/531)

Dear Sir,

We certify that We or our Principal Manufacturer (if applicable), have not been de-registered or debarred or blacklisted or banned / suspended for business for any product or constituent of the product we have quoted, by State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law, till the due date of submission of BID as specified in the subject BID. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidder(s) and the Purchaser shall be entitled to reject our BID for the product quoted, submitted by us against this EOI.

Also certify that the quoted products possess relevant quality assurance certification issued by the concerned authorities for all the offered products.

We hereby guarantee that the drugs supplied by our company are not spurious and we further guarantee not to supply any sub-standard or spurious drugs. We assure that the drugs/medicines to be supplied shall be as per the formulations / standard approved / specified by the Drug Control Act and Food & Drug Control Administration Regulation or as per the regulation of any such statutory authorities.

We have also noted that after submission of BID and before award contract, if we are deregistered or debarred or blacklisted by State Government or Government of India / Drug Controller, our BID will be considered as Non-responsive.

We hereby declare that the facts furnished for the purpose of this EOI are correct and true to the best of our knowledge. We are well aware that any discrepancy in the same makes us liable for disqualification / debarment / appropriate action by the bidder.

Date:  
Place:  
Designation: Seal:

Signature:  
Name:

**Annexure -02**

**BID FORM**

Ref:

Date:

To,  
Vice President (PS) & Group Head (HCS)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: 0471 2775500, 0471 2358151 (EXTN – 600/606/531)

Dear Sir,

**EOI: Expression of Interest for Providing Manufacturing Facility of Sanitary Napkins on Lease Basis**

**EOI No. HLL/CHO/PSD/MKTG/2025-26/EOI/08**

Having examined the Bidding Documents, including Addenda Nos. [Insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services in full conformity with the Bidding Documents.

We undertake that in case our bid is accepted, we shall commence work and shall make all reasonable endeavour to achieve contract acceptance.

We agree to abide by this bid, which, in accordance with consists of this letter, letter of authorization, documents establishing conformity, and Attachments through [specify: the number of attachments] to this Bid Form, 365 days from the date of empanelment which may be extendable upto 2 more years on year to year basis based on satisfactory performance and mutual agreement and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

We, the Bidder(s) shall indemnify, defend and hold harmless Government of India, HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidder(s) breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer/Bidder(s). (iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by Bidder(s) or any affiliate.

We agree to all terms and conditions of the Bid Document and subsequent amendments. Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email Designation and Common Seal...

**UNDERTAKING LETTER FOR REPLACEMENT OF COMPLAINT/DEFECTIVE GOODS**

**EOI: Expression of Interest for Providing Manufacturing Facility of Sanitary Napkins on Lease Basis**

**EOI No. HLL/CHO/PSD/MKTG/2025-26/EOI/08**

To,  
Vice President (PS) & Group Head (HCS)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India

Tel: 0471 2775500, 0471 2358151 (EXTN – 600/606/531)

Dear Sir,

We hereby confirm and assure you, that the products supplied by us will meet all the quality standards and even if any quality complaint arises, we (name -----) take the responsibility to take

back the complaint batches and replace and deliver fresh batch to HLL stores/ warehouse free of cost within 30 days. We (name-----) shall also bear the transportation charges for collecting back

the compliant/rejected batches or goods and the transportation charges incurred for making the replacement.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation and Common Seal

Station\_\_\_\_\_

Date\_\_\_\_\_



**Annexure – 04**

**EOI: Expression of Interest for Providing Manufacturing Facility of Sanitary Napkins on Lease Basis**

**EOI No. HLL/CHO/PSD/MKTG/2025-26/EOI/08**

**Category details of organization**

SL No.	Description	Yes/No
1.	*Whether the organization belongs to the MSME category	
2.	*If yes whether the organization belongs to MSE category	
3.	*Whether the MSE organization belongs to SC/ST entrepreneur.	
4.	*Whether the MSE organization belongs to woman entrepreneur.	
5	Whether the MSE organization is registered under MSE Type of Enterprise ' <b>Manufacturer</b> '	

**\*Kindly furnish the copies of documents supporting your above claim along with this Annexure duly filled.**

**\*The Udyog Aadhar no of the Bidder(s) .....**

**(Self-attested copy of Udyog Aadhar registration certificate should be submitted along with the technical bid)**

**Date:**

**Signature of the Bidder(s):**

**Place:**

**Name with seal: Designation: Address:**

To,

Vice President (PS) & Group Head (HCS)  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram -695012 Kerala, India  
Tel: 0471 2775500, 0471 2358151 (EXTN – 600/606/531)

**EOI: Expression of Interest for Providing Manufacturing Facility of Sanitary Napkins on Lease Basis**

**EOI No. HLL/CHO/PSD/MKTG/2025-26/EOI/08**

**INDEMNITY CERTIFICATE**

Dear Sir,

As a supplier to HLL, the indemnifier assumes liability for and irrevocably agrees to indemnify, defend and hold harmless Government of India and HLL Lifecare Limited, its Affiliates, shareholders, officers, directors, employees, agents, and their respective successors and assigns from and against any and all losses, damages, claims, actions, liabilities, proceedings, injury, cost or expenses (including counsel's fees of whatsoever kind of nature arising out of or in any way connected with the licenses granted or the manufacture of the products or out of any defect (whether obvious or hidden) in the products or arising from the indemnifier's failure to comply with applicable laws.

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

## Annexure 06

### Performance Bank Guarantee Format

To: \_\_\_\_\_ (Name of Purchaser)

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signature and Seal of Guarantors

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_

Address: \_\_\_\_\_

## Annexure 07

### **EOI: Expression of Interest for Providing Manufacturing Facility of Sanitary Napkins on Lease Basis**

**EOI No. HLL/CHO/PSD/MKTG/2025-26/EOI/08**

#### **CHECK LIST**

SI No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2	EMD/ Bid Fee - copy of the NEFT/RTGS details			
3	EOI document duly signed and stamped in all pages along with corrigendum (if Any)			
4	Duly attested copies of factory license/ manufacturing license/ Industrial license, sales tax registration and documents to prove the legal status, place of registration and principal place of business of the undertaking			
5	Authenticated copy of the Memorandum of Association/Articles of Association / Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor			
6	Copy of Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant.			
7	Bidders should have annual turnover of Rs. 4 Crores in anyone of the last 3 financial years.			
8	Copy of major contracts undertaken/ copy of major purchase orders for the supply of quoted items			
9	The bidder or the manufacturer whose product is offered must have manufactured and supplied at least 20 millions pads of sanitary napkins in any one of the last three financial years.			
10	Copy of Recent Non conviction certificate			
11	Copy of achieved annual production rate certified by a Chartered Accountant /Internal Auditor			
12	Self certified statement of installed manufacturing capacity			
13	Duly attested copies of quality certificates for the products and quality system certifications as specified in technical specifications. Technical literature / other documents in support of the goods/services			
14	Organization Structure and Profile of Senior personnel and man power details of the company			
15	Copies of Purchase order, payment receipts for proving the experience.			
16	Power of Attorney in stamp paper (of appropriate value) duly notarized authorizing the signatory to sign the bids and transact business.			
17	Annexure 1 - Self Declaration			
18	Annexure 2 - Bid Form			
19	Annexure 3 - Under taking letter for replacement of complaint / defective goods			
20	Annexure 4 – Category details of Organization			
21	Annexure 5 - Indemnity Certificate			
22	Annexure 7 - Check List			
23	Annexure 8 - Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration)			
24	Annexure 9 - Make In India Preference (Self Declaration)			
25	Annexure 10 – Pre Contract Integrity Pact			
26	Copy of PAN Card and GST Certificate			
27	Copy of Udyog Aadhaar, in case of MSME Bidder(s)			

**Annexure 08**

**SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017**

We,

.....  
.....  
.....

**(Include name and address of the Bidder(s))**

Hereby declare that we are eligible to bid for the EOI: .....

**(Include EOI number and date)**

As per the eligibility stipulated by Government Order no F.No.6/18/2019-PPD dated 23-July-2020 inclusive of the latest amendments regarding insertion of rule 144(Xi) in the General Financial Rules (GFR) 2017, issued by Ministry of Finance, Government of India.

We are aware that any Bidder(s) indenting to participate in this EOI who is from a country which shares a land border with India will be eligible to bid in this EOI only if the Bidder(s) is registered with Competent Authority as per the GO.

Date:

Signature of the Bidder(s):

Place:

Name with seal:

Designation:

Address:

**Annexure 09**

**EOI: Expression of Interest for Providing Manufacturing Facility of Sanitary Napkins on Lease Basis**

**EOI No. HLL/CHO/PSD/MKTG/2025-26/EOI/08**

**SELF DECLARATION – MAKE IN INDIA PREFERENCE**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of EOI, we hereby certify that we M/s\_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against EOI No\_\_\_\_\_ Details of location at which local value addition will be made is as follows: -----

----- We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a Bidder(s) or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

## **Annexure 10**

### **PRE-CONTRACT INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on -----<sup>th</sup> 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**

----- India represented by Shri -----  
(hereinafter called the “BIDDER(S) / 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(S) 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. 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)/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(S) 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(S), 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.
- 1.2 HLL will, during the tender process / pre-contract stage, treat all Bidder(s) with equity and reason, and will provide to all Bidder(s) the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular



BIDDER(S) which could afford an advantage to that particular BIDDER(S) in comparison to other Bidder(s) 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(s).
- 1.5 If the BIDDER(S) 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 Interested Bidder(s)/ CONTRACTORS**

2. The INTERESTED BIDDER(S) 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 INTERESTED BIDDER(S) 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 INTERESTED BIDDER(S) 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 INTERESTED BIDDER(S) 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.
  - 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
  - 2.6 INTERESTED BIDDER(S) shall disclose the name and address of agents and representatives and Indian BIDDER(S) shall disclose their Overseas principals or associates.
  - 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.

2.8 INTERESTED Bidder(s) 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 INTERESTED BIDDER(S) further confirms and declares to HLL that the BIDDER(S) is the original integrator / manufacturer /authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or Overseas 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(S), 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 INTERESTED BIDDER(S) 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 INTERESTED BIDDER(S) will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.12 The INTERESTED BIDDER(S) 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 INTERESTED BIDDER(S) or any employee of the INTERESTED BIDDER(S) or any person acting on behalf of the BIDDER(S), 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)'s firm, the same shall be disclosed by the BIDDER(S) 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 INTERESTED BIDDER(S) 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 INTERESTED BIDDER(S) 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 Bidder(s), 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.

2.16 The INTERESTED BIDDER(S) 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(S) also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The INTERESTED BIDDER(S) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Interested Bidder(s)/Contractors(s) of Overseas 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 Overseas Principal(s), if any.

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

- 3.1 The INTERESTED BIDDER(S) 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)'s exclusion from the tender process
- 3.2 The BIDDER(S) agrees that if it makes incorrect statement on this subject, BIDDER(S) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER(S) 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(S) from the tender process.

**Clause .4. Equal treatment of all Bidder(s) / 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 Bidder(s) and Contractors.
- 4.3 HLL will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions.

**Clause .5. Consequences of Violation / Breach**

- 5.1 Any breach of the aforesaid provision by the INTERESTED BIDDER(S) or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER(S)) shall entitle HLL to take all or any one of the following action, wherever required:-
- To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER(S). However, the proceedings with the other
  - If INTERESTED BIDDER(S) 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.
  - 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.
  - To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER(S).
  - To recover all sums already paid by HLL, and in case of an Indian BIDDER(S) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while

in case of a BIDDER(S) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER(S) 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(S), in order to recover the payments already made by HLL, along with interest.
  - vii. To cancel all or any other contract with the INTERESTED BIDDER(S). The BIDDER(S) 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(S).
  - viii. To debar the INTERESTED BIDDER(S) 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.
  - ix. To recover all sums paid in violation of this Pact by INTERESTED 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 INTERESTED BIDDER(S), 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(S) or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER(S)), 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 INTERESTED BIDDER(S) shall be final and conclusive on the BIDDER(S). However, the BIDDER(S) can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

#### **Clause.6. Fall Clause**

The INTERESTED BIDDER(S) 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(S) 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(S) to HLL, if the contract has already been concluded.

#### **Clause .7. Independent External Monitor(s)**

- 7.1 HLL has appointed Shri P. Mallikharjuna Rao, IFoS (Retd.), as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Shri P. Mallikharjuna Rao, IFoS (Retd.)  
Independent External Monitor (IEM)  
Office: HLL Lifecare Limited, HLL Bhavan,  
Poojappura, Thiruvananthapuram 695 012, Kerala  
Email: iemhll@lifecarehll.com.

- 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.
- 7.6 The INTERESTED 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(S). The BIDDER(S) 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(S). The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER(S)/ 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(S) 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(s), Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder(s), 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(S) and the BIDDER(S) 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(s) 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(S) /Seller, including warranty period, whichever is later, and for all other Bidder(s)/unsuccessful Bidder(s) 6 months after the contract has been awarded.

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

**Ms Anitha Thampi**  
Chairman and Managing Director i/c  
HLL Lifecare Limited,  
Thiruvananthapuram.

Witness

1.....

2.....

#### BIDDER(S)

(Name & Designation)

Witness

1.....

2.....

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



## ANNEXURE 11

### Manufacturing Capacity

We, \_\_\_\_\_ declare that our Sanitary Napkin plant situated at \_\_\_\_\_ can manufacture the following sizes :-

S. No.	Type of Napkin	Core Length (Range)	Core Width	Weight (gm)	Thickness (mm)	Sizes	Monthly Production Capacity
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							

Authorized Signatory

## ANNEXURE -12

### List of Facilities & Machineries available in the Plant

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

(Pls. add more rows if required)

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

1. Factory area:
2. Built up area:
3. Details of Scrap disposal facility:
4. Laboratory Equipments & Testing facility details

S.No	Name of equipment	Capacity/day

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

- a) On Permanent
- b) On Contract

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

- a) Manufacturing
- b) Packing

# Attach addition sheet if required