

एचएलएल लाइफ़केयर लिमिटेड (भारत सरकार का उद्यम)

Request for Proposal (RFP) For Design, Development, Hosting & Maintenance of HLL Website.

IFB No: HLL/CHO/IT/CC/2024 Dated 08-11-2024

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HLL LIFECARE LIMITED

(A Government of India Enterprise)

Corporate and Registered, Poojappura. P.O,
Thiruvananthapuram – 695012, Kerala, India
Phn: 0471- 2354949, 2775601

NOTICE INVITING TENDER (NIT)

IFB No: HLL/CHO/IT/CC/2024	08-11-2024
To,	
Dear Sir,	
and Family Welfare invites proposed Hosting and Maintenance of HLL	of India Enterprise under the Ministry of Health sals for the work of "Design, Development, Corporate Website" as per eligibility criteria, s mentioned in the tender document.
	HLL website (<u>www.lifecarehll.com</u>) and Central gov.in) which may be downloaded free of cost.
You are requested to go through proposals as per the instructions and	the bid document carefully and submit your guidelines given in the document.
Thanking You,	
Yours Faithfully,	
Associate Vice President (IT),	

HLL Lifecare Limited,

Corporate and Registered Office, HLL Bhavan, Poojappura P.O,

Thiruvananthapuram, Kerala -695012 Phone No: – 0471-2354949, 2775000

IMPORTANT INFORMATION

SI.No		Events
1	Tender Inviting Authority	HLL Lifecare Limited
2	Office address	HLL Lifecare Limited Corporate and Registered Office HLL Bhavan, Poojappura P.O Thiruvananthapuram, Kerala 695012
3	RFP/Bid Number	HLL/IT/CC/2024
4	Name of work	Design, Development, Hosting, and Maintenance of the HLL Corporate Website
5	Bid Security / EMD	Rs.30,000/- (Note: In case of MSE or Start-up who are eligible for EMD exemption should provide a Bid Security Declaration is to be attached in the format given in the tender).
6	Period of completion of work	90 days from the date of issue of work order.
7	Eligibility criteria for bidders	As per the Tender document
8	Pre-bid Meeting Date and Venue of Pre-bid Meeting	15 th November 2024 – 2.30 PM Akshaya Hall, HLL Corporate and Registered office, Poojappura, Thiruvananthapuram, Kerala
9	Bid submission start date	16.11.2024
10	Last date for submission of Bids	15.00 Hrs. on 29.11.2024
11	Date of Opening of Technical Bids	15.30 Hrs. on 29.11.2024
12	HLL A/c details for payment of Tender Fees (Payment mode: NEFT/RTGS)	Name of Bank: State Bank of India A/c number : 10183256222 IFSC Code : SBIN0004350 Branch name : Commercial Branch, Thiruvananthapuram

Note:

- 1. Any downloading from the website is at the sole risk and responsibility of the user. HLL will not be responsible for delay/difficulty/inaccessibility of the downloading facility for any reason whatsoever.
- 2. Corrigendum/addendum to this tender if any, will be uploaded to the company website and CPP portal as mentioned above.
- 3. HLL reserves the right to reject any or all the tenders, in part to full without assigning any reason thereof.

Disclaimer

The information contained in this document is confidential in nature. The bidders shall not share this information with any other party not connected with responding to this Tender Document. All information contained in this Request for Proposal (RFP) provided/clarified is in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

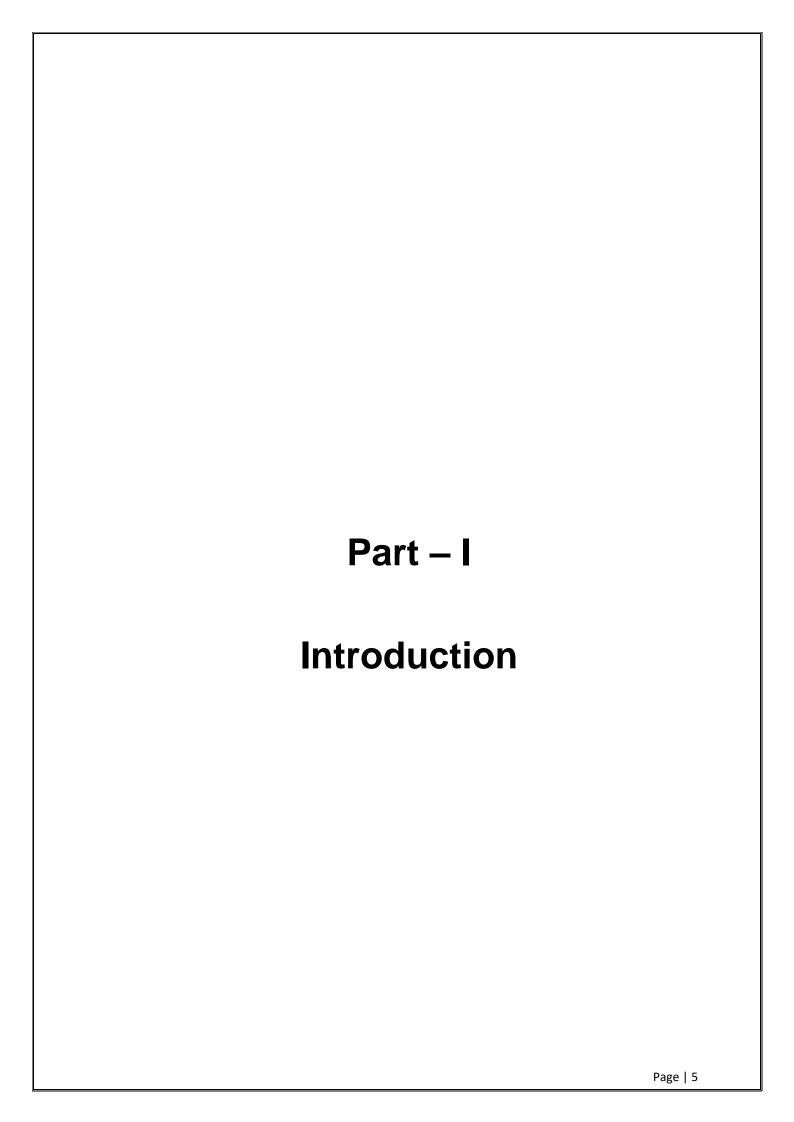
The information contained in this Tender Document or subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of HLL Lifecare Limited (HLL) shall be subject to the terms and conditions set out in this Tender Document and any other terms and conditions subject to which such information is provided.

Though adequate care has been taken in the preparation of this RFP document, the interested firms shall satisfy themselves that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their enquiries and assumptions wherever required. Intimation of a discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects, and firms submitting their bids are satisfied that the RFP document is complete in all respects.

If a bidder needs more information than what has been provided, the potential bidder is solely responsible for seeking the information required from HLL. HLL reserves the right to provide such additional information at its sole discretion. In order to respond to the Bid, if required, and with the prior permission of HLL, each bidder may conduct his own study and analysis, as may be necessary.

HLL Lifecare Limited (HLL), Thiruvananthapuram reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. HLL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application. HLL reserves the right to change/modify/amend any or all of the provisions of this RFP document. Such changes would be posted on the e-portal of the Central Public Procurement Portal of the Government of India i.e. gem.gov.in for tender submission.

Neither HLL nor their employees and associates will have any liability to any prospective respondent interested in applying or any other person under the law of contract, to the principles of restitution or unjust enrichment or otherwise for any loss, expense, or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of HLL or their employees and Bidder or otherwise arising in any way from the selection process for the Assignment.



INTRODUCTION

HLL Lifecare Limited (HLL) formerly known as Hindustan Latex Ltd is a Mini Ratna Govt. of India Enterprise, under the Ministry of Health & Family Welfare. HLL was established in 1966 to manufacture and supply condoms to the National Family Planning Programme of Govt. of India.

HLL has traversed a long path, over the past fifty-six years. From a single-product company, HLL has emerged as a multiproduct, multi-location Company with a wide range of healthcare products and services. The foundation of HLL's legacy is its focus on high quality and affordable costs. At present, HLL has 7 state-of-the-art manufacturing facilities and 22 regional offices across India. HLL is also one of the leading social marketing organizations in the country in the area of contraceptives - with a market share of over 70 percent in the rural and semi-urban markets. On the global front, HLL brands today reach more than 115 countries.

Besides establishing its credentials as a dependable supplier of contraceptives and healthcare products HLL is the preferred implementation partner for many Government projects, especially in the areas of medical diagnostics services, running of maternity & child hospitals, and sale of generic drugs and medical devices through fair-price shops.

HLL Products

HLL is one of the leading producers of contraceptives in the world. The range includes Male Condoms, Female condoms, Intra-Uterine devices, Oral Contraceptive Pills- Steroidal and Non-steroidal, Emergency Contraceptive Pills, Tubal Rings and Injectables. MOODS is the commercial condom brand of HLL and comes with 19 variants, appealing to customer segments across different age groups. Besides, HLL has a vast array of innovative healthcare products and services, ranging from Blood Bags to Blood Banking Equipment, Surgical Sutures to Surgical Gloves, and Equipment for Neonatal Care. HLL has been able to reach out and save millions of lives across the world, using its Blood Transfusion Service Equipment and Wound Care (WC) products. HLL also manufactures Rapid Diagnostic Test Kits, various Pharma Products for Women, Sanitary Napkins, Menstrual Cups, Vending Machines, Incinerators, Deodorants, Lubes, Medicated Plasters, Oral Re-hydration Salts and a range of Covid management products such as Automatic sanitizer dispensing machine, UV sanitizing box , Medigard Hand Sanitizer, Mask cum Sanitizer vending machine.

Health Care Services (HCS)

Established under the brand name, **HINDLABS** is a network of state-of-the- art diagnostic centers and clinical laboratories across India. It offers the most comprehensive and advanced imaging and laboratory services at the most affordable prices for the general public. HINDLABS offers:

- Clinical Lab services includes Hematology, Biochemistry, Pathology, Immunoassay, Microbiology & special tests
- Radio diagnostic imaging services MRI Scan, CT Scan, X-Ray (Digital / CR System /conventional), 3D/4D Ultrasound, Mammography, BMD, OPG and Dental X-Ray etc

Currently, **HINDLABS** has a chain of 279 diagnostic centres established across 13 states in India providing affordable diagnostic services, thereby reducing the huge out-of-pocket expenses incurred by the general public.

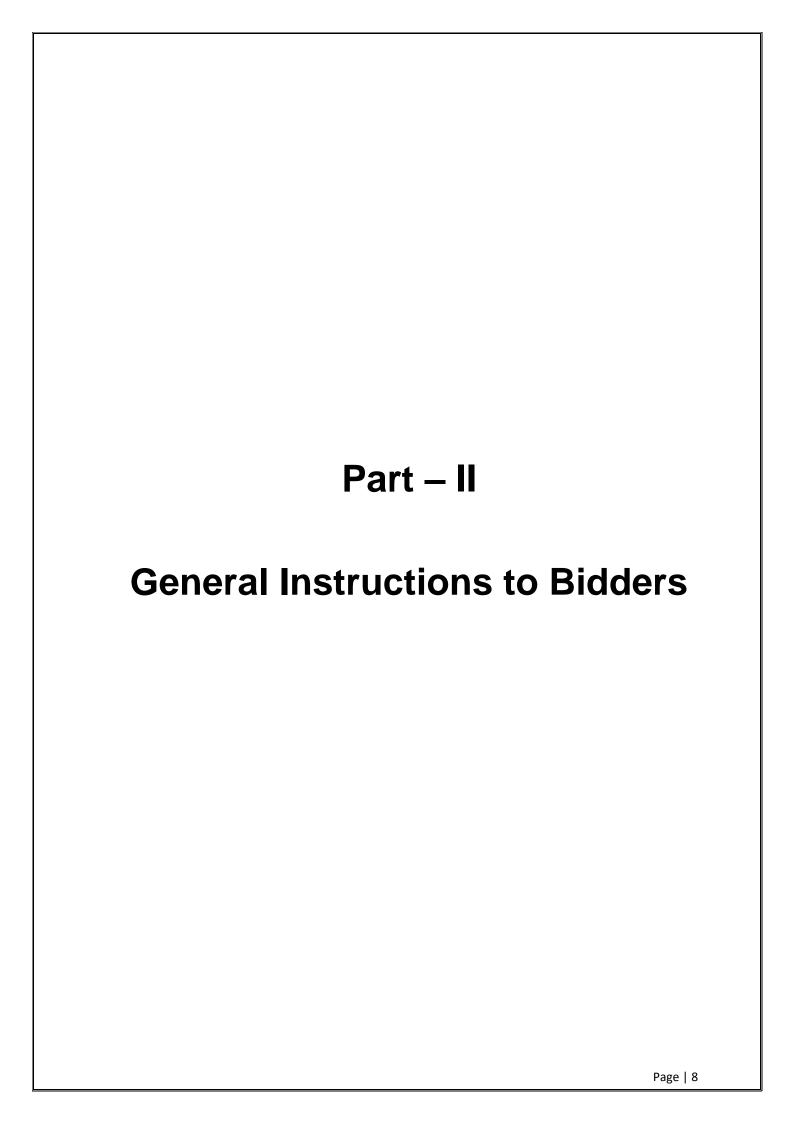
Retail Pharmacy Services

In 2015, HLL ventured into Pharma retailing. The division operates a retail chain of pharmacies offering quality pharmaceuticals, medicines, and implants to the common man at affordable prices. **AMRIT (Affordable Medicines and Reliable Implants for Treatment),** an initiative of MoHFW is a network of pharmacies offering more than 5200 drugs, implants, surgical disposables, and other consumables at average discounts of up to 40% of the Maximum Retail Price (MRP). Today, AMRIT has a Pan-India presence across 28 states/ Union territories providing pharmacy services through 233 retail outlets.

HLL has also partnered with the state governments in spreading awareness among girl students regarding menstrual hygiene and health, supported by corporate social responsibility funds of various corporations.

HLL's subsidiary / associate companies:

- 1. HLL Infra Tech Services Limited (HITES) for hospital infrastructure development
- 2. Hindustan Latex Family Planning Promotion Trust, a not-for-profit trust engaged in Social Marketing,
- 3. LifeSpring Hospitals a JV with Acumen Fund USA offering for maternity care services in the state of AP
- 4. Goa Antibiotics and Pharmaceuticals Limited (GAPL)and
- 5. HMA HLL Management Academy
- 6. HLL Pratheeksha Charitable Society



General Instructions to Bidders

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

8.1 Registration

- a) Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: https://etenders.gov.in/eprocure/app), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have class-2 digital 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 bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the etenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.

- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

8.2 Searching for Tender Documents

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

Preparation of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
- 9. More information useful for submitting online bids on the CPP Portal may be obtained at https://etenders.gov.in/eprocure/app
- 10. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
- 11. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -

For any technical related queries please call at 24 x 7 Help Desk Number: 0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787

Note:- International Bidders are requested to prefix +91 as country code
E-Mail Support: For any Issues or Clarifications relating to the published tenders,
bidders are requested to contact the respective Tender Inviting
Authority

Technical - support-eproc@nic.in, Policy Related - cppp-doe@nic.in

12. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.

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:

Associate Vice President (IT),

HLL Lifecare Limited, Corporate and Registered office,

HLL Bhavan, Poojappura P.O,

Thiruvananthapuram, Kerala -695012

Phone No: - 0471-2775500, 2354949.

Email address: erp@lifecarehll.com

- 13. The bids shall be opened online at the **Office of the Associate Vice President** (IT). 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.
- 14. More details can be had from the Office of the **Associate Vice President (IT)** during working hours. HLL shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
- 15. A bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
- 16. Joint ventures or Consortiums of bidders are not permitted.
- 17. Online Tender process

The tender process shall consist of following stages:

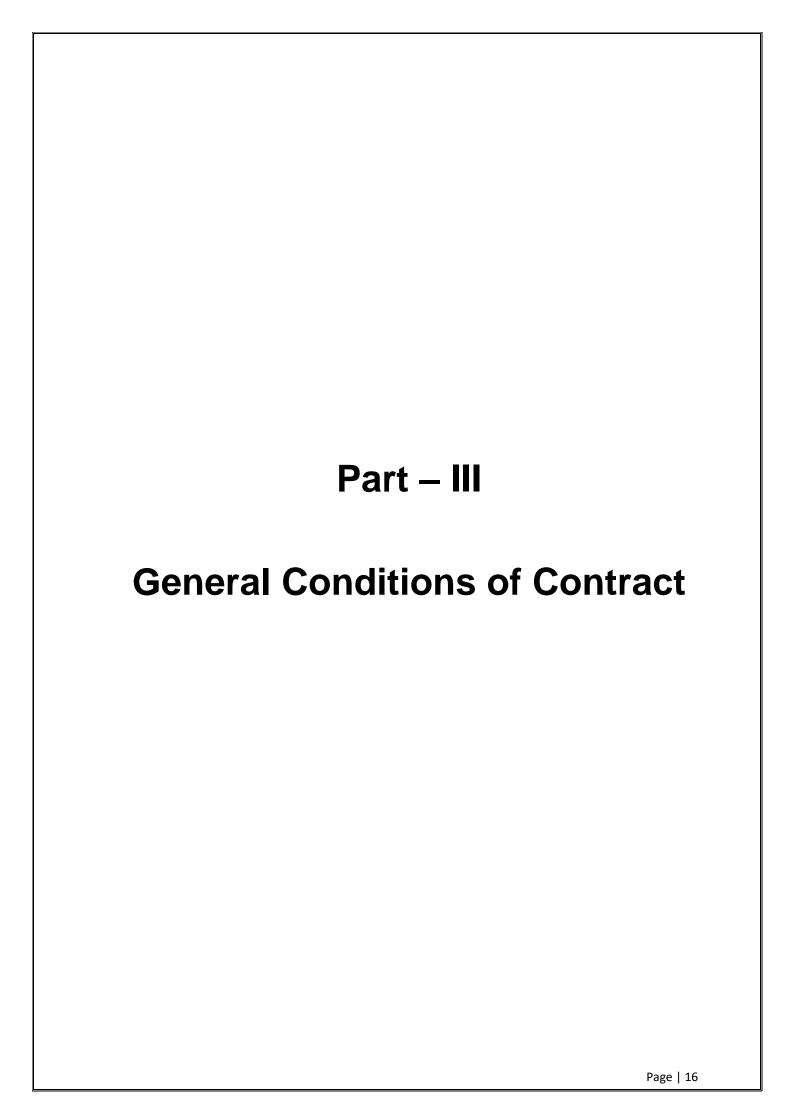
- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: https://etenders.gov.in/eprocure/app). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: https://etenders.gov.in/eprocure/app) and shall not be available elsewhere.
- iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

- iv. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- v. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.
- 18. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
- 19. HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
- 20. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare Limited including but not limited to forfeiture of EMD, Security Deposit etc., as deemed fit by HLL Lifecare Limited.
- 21. 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.
- 22. The bidder should comply all statutory obligation in force and amended from time to time and HLL Lifecare Limited will not be held responsible in any manner whatsoever for any non-compliance of statutory obligations by the bidder.
- 23. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.
- 24. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.

25. Submission Process:

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

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.



General Conditions of Contract

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

1. DEFINITIONS

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

- a. 'Invitation for Bid' shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. 'Bidder/Tenderer' shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- c. 'Purchaser/Owner' shall mean HLL Lifecare Limited (HLL) (Thiruvananthapuram) or its units thereof.
- d. 'Project Manager, shall mean the Manager appointed by the purchaser/owner to oversee and execute all activities of the project/ duties delegated by HLL
- e. 'Acceptance Letter', shall mean written consent by a letter of purchaser/owner to the bidder intimating him that his tender has been accepted.
- f. 'Date of Contract', shall mean the date of issue of Notification of Award.
- g. 'Contract Period', shall mean the period specified in the tender documents during which the contract shall be executed.
- h. 'Completion Certificate', shall mean the certificate issued by the purchaser/owner to the Bidder after successful completion of the project.
- i. 'Supplier/ System Integrator', shall mean the successful bidder whose tender has been accepted by the purchaser/owner and to whom the order is placed by the purchaser/owner and shall include his heirs, legal representatives, successors etc.
- j. 'Personnel' means professional and support staff provided by the bidder
- k. 'Third Party' means any person or entity other than the HLL and the Bidder

I. 'Maintenance' shall mean and include ongoing production support and small software modifications, bug fixing, enhancements, online and onsite help, support services and adaptation to changed environments.

2. SCOPE OF THE BID

HLL invites online bids from interested & eligible bidders for participation in the bidding process for selection of an agency/firm to carry out tasks mentioned in scope of work section of this tender for Design, Development, Hosting and Maintenance of HLL Corporate Website in compliance with Guidelines for Indian Government Website (GIGW).

3. Pre-bid meeting

- a. Any bidder requiring a clarification of the bid document must notify HLL by email on or before 14th November 2024, 17.00 Hrs in the pre-bid questionnaire format placed at Annexure-7. Any request for clarification must be addressed to erp@lifecarehll.com.
- b. The compilation of all clarifications sought / queries and its replies shall be made available as corrigendum in Central Public Procurement Portal (CPP). Any modification of the RFP which may become necessary as a result of the pre-bid meeting shall be made by HLL exclusively through the issuance of corrigendum.
- c. The bidder or his official representative is advised to attend the pre-bid meeting which shall be convened at HLL corporate and registered office. The meeting shall be attended by technically and commercially competent representative(s) of the bidder (maximum two persons per bidder) duly authorized. Date & time of the pre-bid meeting is 15th November 2024 at 14.30 Hrs.
- d. All bidders are advised to study the bid document thoroughly and come prepared for the meeting.

- e. The purpose of the meeting will be to clarify or address doubts, if any on the bid document and to address queries on any issues that may be raised at that stage. Minutes of the meeting will be prepared.
- f. The bidders shall forward the name, company name, email id and contact number of the representatives who will be attending the pre-bid meeting along with the questionnaire.
- g. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid meeting.

4. ELIGIBLE BIDDERS

Qualification Criteria for bidders

The prospective bidder should satisfy the following criteria. The bidder should clearly indicate the compliance towards each requirement as per the table furnished in Form A1. The bidders should also upload/ submit the valid documentary proof or respective certificates as mentioned in the prequalification compliance form.

SI no	Particulars	Eligibility criteria		
1	Company/ agency	The bidder submitting the offers must be a Registered Company in India under the Companies Act 1956 / Companies Act 2013 / Limited Liability Partnership Act 2008 since 5 years as on 31 st October 2O24 Copy of Certificates of incorporation shall be submitted		
2	Certification	The organization must possess a valid ISO 9001:2015 (or above and CMMI Level 3 (or above) certification (supporting document required to be enclosed)		
3	Registration with Tax Authority	The agency should have valid PAN/TAN/VAT/GST numbers		
4	Experience	 Minimum 05 (five) years relevant experience in designing/ development and maintenance of website. Minimum 03 work completion /experience certificates during last five years from any Govt (State/Central) /Statutory/Autonomous/Regulatory body/PSU required to be enclosed. 		

5	Turnover	 Minimum annual turnover of the agency shall be Rs. 100 Lakhs each for the last three financial years - 24-23, 23-22 and 22-21 Copies of audited balance sheet/P&L accounts and income tax return for last three financial years required to be enclosed.) 		
6	Non-Blacklisting	The bidder should not have been blacklisted by any state/central Government Organizations / firms / institutions for which the statement stating that the bidder has not been blacklisted by any institution of the Central/State Government in past three years may please be submitted.		
7	Other	Consortium of bidders shall not be allowed.		
8	Location	The agency shall have an office in Kerala. (certificate / supporting document required to be submitted)		

- 4.1 A bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 Joint ventures or Consortiums of two or more registered contactors are not permitted.

4.3 Preference to Make in India

- 4.3.1 Preference shall be given to Class 1 and Class 2 local suppliers as per the Provisions of Public Procurement - Preference to Make in India Order 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendment.
- 4.3.2 It is mandatory that bidders, who are from a country sharing land border with India, must be registered with a competent authority, as per General Financial Rules 2017 (Rule 144 xi).

5. COST OF BIDDING

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

5.2 Tender documents may be downloaded free of cost from the Government eprocurement portal (URL: https://etenders.gov.in/eprocure/app).

6. Getting information from web portal

- 6.1 All prospective bidders 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 NIT 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.
- 6.2 All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through Government e-procurement portal under any circumstances.
- 6.3The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

7. Bidding Documents

- 7.1 Content of Bidding Documents
 - 7.1.1 The bidding documents shall consists of the following unless otherwise specified
 - a. Notice Inviting Tender (NIT)
 - b. Introduction
 - c. General Instructions to Bidders
 - d. General Conditions of Contract
 - e. Scope of work
 - f. Form and Annexures
 - 7.1.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

7.1.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Contract Data, Terms, Technical and functional Specifications, Forms & Annexures in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

7.2 Clarification of Bidding Documents

- 7.2.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.
- 7.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the Government e procurement portal through corrigendum.

7.3 Amendment to bidding documents

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

8. Preparation of Bids

8.1 Language of the Bid

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

8.2. Documents Comprising the Bid

- 8.2.1. The online bid submitted by the bidder shall comprise the following:
 - Details required for e-payment (Details of bank account having core banking facility and e-mail address of the bidder) in the prescribed format.

- 2. Bid Security (EMD) payment details.
- 3. Copy of Registration (GST, PAN etc.) Certificate duly attested.
- 4. Copy of Documents in proof of eligibility criteria
- 5. Copy of Documents in proof of financial turnover.
- 6. Other documents specified in tender.
- 7. Priced Bid.
- 8.2.2. Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

8.3. Bid Prices

- 8.3.1. The Bidder shall bid for the whole work as described in the scope of work.
- 8.3.2. For item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the Bidder.
- 8.3.3. The rates quoted by the Bidder shall include cost of all materials and conveyance, labour charges, hire charges, overheads and all incidental charges for execution of the contract. The rate quoted shall also include all statutory taxes as on the date of submission of the tender and such taxes shall be paid by the contractor.
- 8.3.4. GST or any other tax applicable shall be payable by the Contractor in respect of this contract and HLL will not entertain any claim whatsoever in respect of the same.
- 8.3.5. All taxes, royalty, Octroi and other levies payable by the bidder under the contract, or for any other cause as of the date 28 days prior to the deadline for submission of bids shall be included in the rates, prices and total of bid price. The bid prices shall also cater for any change in tax pattern during the tenure of work.
- 8.3.6. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

8.4. Currencies of Bid and Payment

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

8.5. Bid Validity

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

8.6. Bid Security Declaration

- 8.6.1. In case of MSE or Start-up who are eligible for EMD exemption should provide a Bid Security Declaration is to be attached in the format given in the tender.
- 8.6.2. In case of MSE or Start-up who are eligible for EMD exemption, any Bid not accompanied by Bid Security Declaration shall be rejected as nonresponsive.

8.7. Alterations and additions

- 8.7.1. The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 8.7.2. The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

9. Submission of Bids

The Bidder shall submit their bid online only through the Government eProcurement portal (URL: https://etenders.gov.in/eprocure/app) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents from the portal. The Bidder shall fill up the documents and

submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.

- 9.1 The tender is invited in <u>3 Envelope system</u> from the registered and eligible firms at CPP Portal.
- 9.2 Pre-qualification Criteria for bidders: Following 3 envelopes shall be submitted online at CPP-portal by the bidder.

a) Envelope - I (EMD):

thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank : State Bank of India

A/c number : 10183256222 IFSC Code : SBIN0004350

Branch name : Commercial Branch, Thiruvananthapuram

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

Note:-

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

b) Envelope -II (Technical bid): documents mentioned in the eligibility criteria table

Technical Bid should contain

- > Copy of company registration certificate
- Self attested copy of PAN card under Income Tax Act
- Self attested copy of GST Registration Number and details
- Valid copy of MSME/NSIC Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC for EMD exception, if applicable.
- Documents to prove experience asked to undertake the subject work.

- Documents to prove the qualification criteria asked to undertake the subject work
- Project approach plan and methodology
- ➤ Original tender document duly signed and sealed on all pages (including scope of work, general Terms & Conditions and Annexure).
- > Any other relevant documents if enclosing by the bidder.

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

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

Note:-

- 1. HLL Lifecare Limited reserves the right to verify the credential submitted by the bidder at any stage (before or after the award the work). If at any stage, any information / documents submitted by the bidder is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
 - a) Forfeit the entire amount of EMD submitted by the firm.
 - b) 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 Tender Inviting Authority, this whole set of certificates and documents shall be sent to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.

2. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

10. Deadline for Submission of the Bids

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

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

10.2. Modification, Re-submission and Withdrawal of Bids

- 10.2.1 Re-submission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 10.2.2. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 10.2.3. The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

11. Bid Opening and Evaluation

11.1. Bid Opening

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

11.1.1 Bid Opening Process

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

- a) Envelope I: Envelope I Opening date shall be mentioned in NIT Document. (Envelop I shall contain scanned copy of Tender Fees and EMD).
- b) Envelope II: Envelop II opening date shall be as mentioned in NIT Document. The intimation regarding acceptance/rejection of their bids will be intimated to the contractors/firms through e-tendering portal. (Envelope-II shall contain scanned copy of Pre-qualification document.)
- If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope-I and Envelope-II, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by HLL Lifecare Limited, failing which tender will be liable for rejection.
- c) Envelope III: The financial bids of the bidders found to be meeting the qualifying requirements shall be opened as per NIT Document. (Depending on evaluation of Envelop I & II, the date shall be intimated through CPP Portal)
- 11.1.3. In the event of the specified date of bid opening being declared a holiday for HLL, the bids will be opened at the same time on the next working day.

11.2. Confidentiality

- 11.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.
- 11.2.2. Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidders' bid.

11.3. Clarification of Bids

11.3.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and

- the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 11.3.2. No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

11.4. Examination of Bids, and Determination of Responsiveness

- 11.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required bid security, bid submission fee and the required documents and certificates.
- 11.4.2. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one:-

- a. which affects in any substantial way the scope, quality, or performance of the works;
- b. which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 11.4.3. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.
- 11.4.4. Non submission of legible or required documents or evidences may render the bid non-responsive.
- 11.4.5. Single tender shall not be opened in the first tender call.

12. Evaluation Criteria for Technical Bid & Commercial Bid

The evaluation of bids shall be done in 3 stages:

STAGE-I: Response to Mandatory Requirements.

The evaluation committee, appointed by the HLL as a whole, evaluates the proposals on the basis of their responsiveness to the Eligibility Criteria as mentioned in Clause 3 of this document. Proposal shall be rejected at this stage if it does not respond to Eligibility Criteria.

Only those bidders who meet all the Eligibility Criteria as provided in Clause 3 in this document shall be considered for Stage II evaluation.

STAGE-II: Evaluation of Technical Bid

The evaluation committee, appointed by the HLL, evaluates the proposals on the basis of their responsiveness to the Scope of Work (SoW) as mentioned in Part IV and eligibility criteria given in this document. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it fails to achieve the minimum Technical Score (70 Marks) as indicated below:

- Calculating score (St) for Technical Requirements of the Solution:
 - Responses as provided by bidders would be evaluated using following Evaluation Criteria;

SI. No	Value	Rating Criteria	Max Marks	Documentary Evidence
1	Average Annual Turnover of the bidder	The bidder shall have annual turnover in last financial year (2023-2024) Rating Criteria: >1 & <3 Cr= 3 marks > 3 Cr. = 5 marks	5	Copies of audited balance sheet/P&L accounts and income tax return for last three financial years required to be enclosed
2	Experience Bidders experience in designing/ development and maintenance of website during last five years	03 projects = 3 marks >5 projects = 5 marks	5	
3	Bidders experience in designing/ development and maintenance of website in State/Central Govt:/Statutory/Autonomous/R egulatory body/PSU s during last five years	03 projects = 5 marks >5 projects = 10 marks	10	
4	Plan, Approach and documentation proposed		10	Brief Project Report to be submitted. (Duly signed and

				stamped)
5	Certification	The organization must possess a valid ISO 9001:2015 (or above) and CMMI Level 3 (or above) certification	10	Supporting document required to be enclosed
6	Human resources available with the firm with expertise on the platform and languages mentioned in the technical specifications	The agency shall have atleast 10 full time technical expert on the platform and languages mentioned in the technical specifications	10	Undertaking in this regard to be submitted.
7	Experience of proposed team in application maintenance of similar projects		10	Undertaking in this regard to be submitted along with the CVs.
8	Location	The agency shall have an office in Kerala.	10	certificate / supporting document required to be submitted
9	Presentation and prototype demonstration		30	
		Total (St)	100	

*Details of the Technical presentation are as follows;

- Bidders are required to give a presentation before HLL Technical Committee on methodology proposed for the work mentioned in this tender.
- Presentation is for demonstrating the ability of the bidder to effectively deliver the services as mentioned under Part IV (Scope of Work)
- Presentation will be scheduled by HLL and intimated to the eligible responsive bidders after STAGE-I Evaluation (Response to Mandatory Requirements).
- Each bidder will get a total of 30 Minutes for Presentation followed by clarification if any from HLL.
- Marks awarded by the earmarked Technical Committee of HLL for the presentation will be final and binding.
- Deliverables as committed by the bidder in presentation shall be considered as part of the contract.

 The HLL shall notify the bidders that have secured the minimum qualifying mark (70 Marks), indicating the date and time set for opening the Financial Proposals.

STAGE-III: Evaluation of Price Bid

The Financial Proposals shall be opened publicly in the presence of the representatives of the bidders who choose to attend. The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether all items of the corresponding Technical Proposals have been quoted). The bidders, who confirm all the commercial conditions and submitted the required documents as per the tender are considered as commercially acceptable. The financial proposal quoted with partial items will be summarily rejected.

- Total Cost of Ownership (TCO) will be calculated by adding the following elements as listed in prices.
- The Bid having the Lowest TCO shall be termed as the Lowest Evaluated Bid and will be awarded 30 Marks.
- Financial score (Sf) of other bidders will be calculated on the basis of the following formula:

$$Sf = 100 \times Fm /F$$

Where Sf is the financial score, Fm is the lowest price among all bidders and F the price of the proposal of the respective bidder under consideration.

STAGE-IV: Final Evaluation of Bidders

Final Evaluation of the qualified bidders in STAGE II (Evaluation of Technical Bids) will be done as follows;

- Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1).
- The weights given to the technical and Financial Proposals are:

$$T = 0.70$$

$$P = 0.30$$

Total score of the bidding party will be determined based on the following formula:

$$S = (St \times T) + (Sf \times P)$$

The bidder achieving the highest total score will be considered for placement of order.

12.1. Negotiation on Bids

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

13. Award of Contract

- 13.1. HLL will award the Contract to the Bidder who score Highest Marks in the Evaluation Criteria.
- 13.2. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents or submit the security deposit, or acceptance of LOI / Work order within the specified time limit, the Bidder's EMD shall be forfeited
- 13.3. The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.
- 13.4. HLL 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 the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.
- 13.5. Before awarding the contract, HLL reserves the right to negotiate with the bidder who scores highest score in the evaluation of bids.

14 Corrupt or Fraudulent practice

14.1 The purchaser requires that the bidders, 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:

SI 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.	
В	Fraudulent practice A misrepresentation or omission of facts order to influence a procurement process the execution of a contract.		

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

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

15. Price

Price quoted should be firm without any escalation till the order is completely executed. The price quoted should be inclusive of all material cost, license charges if any , all applicable taxes (except GST) and other levies, Labour charges, insurance, Installation and commissioning charges and whatsoever expenses / charges applicable for the successful completion of the contract etc.

16. Taxes/Duties/Levies

The bidder shall be entirely responsible for all applicable taxes including GST, duties, license fees if any etc. incurred until successful completion of contract. Any change in GST upward/downward as a result of any statutory variation (from the date of opening of price bid till the last date of completion of work without applicability of LD) in GST taking place within contract terms shall be allowed to the extent of actual quantum of GST paid by the MSP. In case of downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to HLL by the MSP. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

17. Completion Time

The entire project is to be completed as per the mutually finalized project plan from the date of formal kick-off meeting in not more than 3 months from the release of PO/LOI

18.EMD

Earnest Money Deposit (EMD) of Rs.30,000/- (Rupees Thirty Thousand Only) shall be remitted thru an e-payment in favour of HLL Lifecare Limited.

- No interest will be payable to EMD. EMD's of unsuccessful bidders will be returned only after awarding the work to the successful bidder.
- The EMD of the successful bidder will be returned only after execution of the Contract Agreement and after furnishing of the required Security Deposit / Performance Bank Guarantee.
- Bidders with valid registration under National Small Industrial Corporation (NSIC) / Micro Small and Medium Enterprises (MSME) will be eligible for all relaxation subject to the submission of valid documents. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I Technical Bid.
- Request for exemption from EMD other than from the eligible MSE's and Start-up's will not be entertained.

The EMD security may be forfeited:

- 1. If a Bidder withdraws its bids during the period of bid validity
- 2. If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract
- 3. In case of successful Bidder, if the Bidder fails to Sign the contract.

19. Performance Security deposit / Performance bank guarantee (PBG)

- The successful bidder shall furnish a Performance Bank Guarantee (PBG) or Performance Security Deposit (DD, NEFT) for an amount equivalent to 5% of the contract value within 14 days of the receipt of LOA/PO. Failure to submit PBG or Security deposit within 14 (Fourteen) days from the LOA / PO, will lead to the cancellation of contract.
- The Performance Bank Guarantee (PBG) shall be valid till the completion of the contract plus a claim period of 60 days from a Nationalized Indian Bank/Scheduled bank, payable at a designated bank branch located in Thiruvananthapuram.
- The expenses to be incurred for the making of Performance Bank Guarantee (PBG) shall be borne by the Contractor.

- Renewal of Performance Security Deposit: In case the contract period is likely
 to be delayed, HLL will instruct the bidder to extend the validity of security
 deposit till the completion of contract period. In case, Bank Guarantee for
 security deposit is not extended/ renewed by the bidder as per the request of
 HLL, HLL may withhold the equivalent amount from the immediate next
 payment due for the bidder.
- The Purchaser shall be entitled on his part to forfeit the amount of the Performance Bank Guarantee/Security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contract in the fulfillment or performance in all respects of the contract.
- Refund of Performance Security Deposit: Security Deposit will be refunded to the bidder without any interest, within 60 days after the bidder has duly performed and completed the contract in all respects.

20. Payment terms

Payment shall be made by the HLL as per following payment schedule only.

SI. No	On completion of following activities	Payment % of the quoted amount
1	Development of website including migration of data from existing website, installation of SSL Certificate, hosting on Cloud and launching the website	75%
2	Security Audit of Website	25%
3	Providing Comprehensive maintenance service to maintain HLL website as per the scope of work with subject to satisfaction of HLL	Quarterly payment at the end of each quarter
4	Cloud Hosting with backup solution	Quarterly advance payment
5	Annual renewal of SSL certificate	100% after successful
6	Annual security audit from STQC	completion

Note:

- 1. The bidder shall submit the bill/ invoice with GST number and bank details
- 2. Payment will be made by HLL through NEFT/RTGS

21. Indemnification Clause

The bidder shall indemnify and hold harmless the Purchaser from and against all claims, liability, loss damage or expense, including counsel fees arising from or by reason of any actual or claimed trade mark, patent or copy right infringement or any litigation based thereon with respect to any part of the items covered by the Contract, and such obligations shall survive acceptance of payment for the items.

22. Liquidated Damage for Delays

If the bidder fails in the due performance of the contract within the time fixed by the contract or any extension thereof, bidder shall be liable to pay liquidated damages to the extent of a sum of 0.5% of the contract value per week subject to a maximum of 5 % of the contract value excluding tax. Once the maximum is reached, HLL may consider termination of the contract. In assessing such delays, HLL Project Manager's decision is final.

23. Jurisdiction

All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Thiruvananthapuram, Kerala, India.

24. Force Majeure

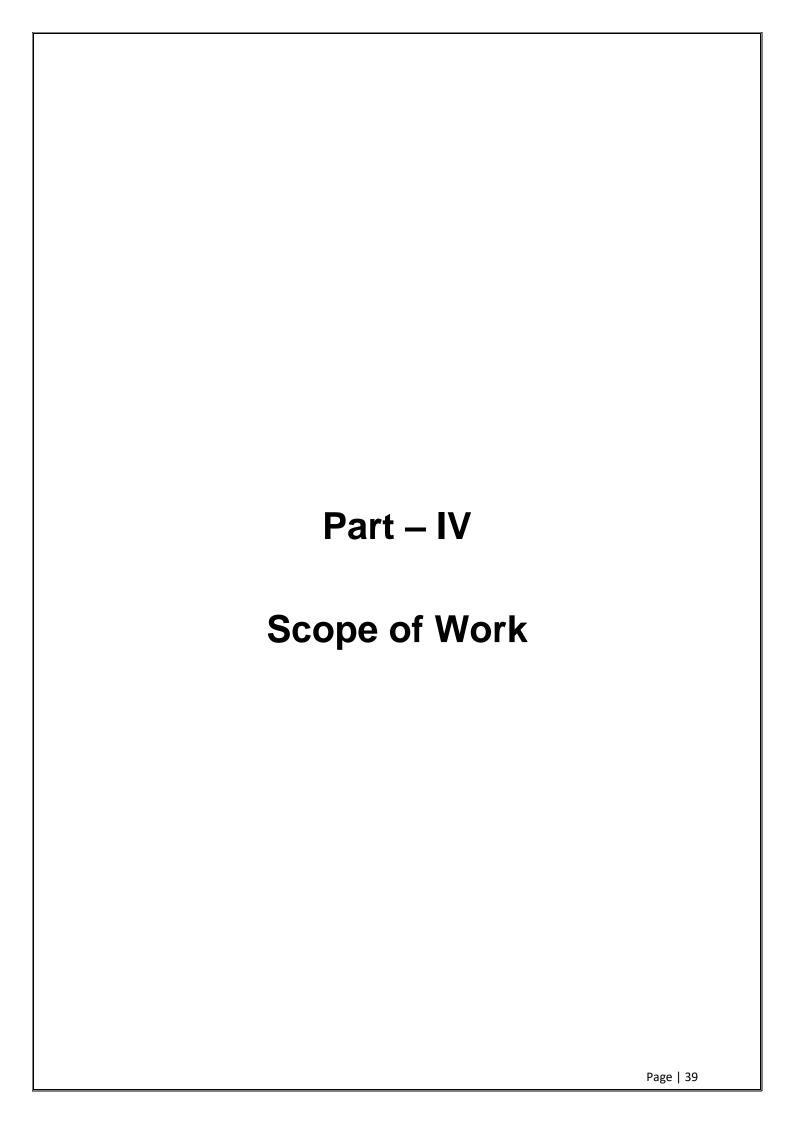
In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended for the period during which such cause lasts. The word `Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, pandemic, acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible. HLL may allow additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/ cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/cessation.

25. Termination of the Process

HLL may terminate the bidding process at any time without assigning any reason. HLL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

The contract with the successful bidder may be terminated in the following circumstances:

- In the event of the successful bidder having been adjudged insolvent or going into liquidation or winding up their business or failing to observe any of the provisions of the contract or any of the terms and conditions governing the contract or failure to render the contracted services in time, HLL shall be at the liberty to terminate the contract forthwith without prejudice to any other right or remedies under the contract and to get the work done by other agencies at the risk and cost of the successful bidder and to claim from the successful bidder any resultant loss sustained or costs incurred.
- When the successful bidder is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair practices.
- When both parties mutually agree to terminate the contract.
- If the successful bidder transfers or assigns the contract or any part thereof to a third party, without the prior consent of HLL in writing.
- When there is a breach of contract



SCOPE OF WORK

The scope for the entire contract period (including warranty and maintenance period) has been divided into the following components.

- TASK 1- Design, Development, and Hosting of the HLL website
- TASK 2- Maintenance of the HLL website
- TASK 3- Periodic web content development, development and dissemination of the newsletter, updating and maintenance of database.
- TASK 4- Digital content generation required for the HLL website from time to time.
- TASK 5- Engagement of a dedicated person from the agency to manage the website and Al Chatbot during the contract period.

1. DESIGN AND DEVELOPMENT OF HLL WEBSITE

A. MAJOR WORK

- Design and development of HLL website in bilingual (English & Hindi) with CMS module as per GIGW
- 2. Hosting the website on cloud and launching of the new website
- 3. Migration of old data from existing HLL website to new website
- 4. Procurement and installation of SSL certificate
- 5. STQC certification -Security audit of website
- 6. Mobile View

B. MAJOR MODULES

- 1. Content Management System (CMS)
 - Pages
 - Products
 - Services
- 2. Tender Management System
- 3. Careers
- 4. Al Chatbot
 - > FAQ
- 5. Media
 - Press Release
 - Downloads
 - ➤ News
 - Publications
 - Notifications
 - ➤ Blog

- 6. Contact
 - Location and Address Management
 - Feedback and Enquires
 - Complaint Management
- 6. HLL Heritage
- 7. RTI

C. FEATURES FOR PROPOSED WEBSITE

- 1. Website shall be developed as public interface, which shall be dynamic, interactive and user-friendly to provide information to general public with look and feel of the website as per the latest trends in web design.
- 2. The website shall be optimized so that it appears in all major search engines like Google, Bing, Yahoo etc., preferably on the top 5 position.
- 3. HLL website shall be universally accessible to all, irrespective of technology, platforms, device of any kind & able to cater the increased web traffic.
- 4. Develop and integrate an AI chatbot on the website to improve user interaction and provide instant assistance to visitors
- 5. The website shall be developed using latest version of bootstrap which enables the website to be compatible with any viewing device, be it laptop, personal computer, smart phones (having Android, iOS, Windows etc. as operating system), tablets, LCD screens etc. of varied sizes without compromising on the alignment, readability, flexibility, ease of use ,structure and beautification of the webpage
- 6. Website shall be responsive for smooth navigation and compatible with all types of devices i.e. PC/Laptop/Tablet/Smart Phone etc.
- 7. Website shall be compatible with all operating systems (Windows/ Linux/ Mac/ Android/ iOS etc. and all types of web browsers (Chrome/IE/Edge/Safari/Mozilla etc.)
- 8. Website shall have search and advance search options with all dynamic pages.
- 9. Website shall have provision to remove/deactivate /disable the existing / new link/ module/application along with their respective content through admin panel.
- 10. Website shall have provision to add new page /menu/submenu through admin panel.
- 11. The website shall have hyperlinks to scale-up/scale-down font size of the content of webpages. (A- | A | A+)
- 12. The website shall have icons for social media accounts of HLL (Twitter, Facebook, and Instagram etc.) at the top and bottom right corner for the website.

- 13. The website shall have the provision to publish Tender notices, Tender documents and related corrigendum with a facility to add documents to existing Tenders. Tender notices shall have expiry date and tenders after expiry date shall be moved to archives.
- 14. The website shall have the provision to publish Employment Notices on the website and link shall be provided for "Recruitment Portal". Administrator shall be able to View/Add/Edit/Delete notices by adding Title and Details through editor. Employment Notice should have expiry date and notices after expiry date shall be moved to archives. It shall have facility to add documents to existing Notice.
- 15. The website shall have visitor counter, user management, Administration panel and audit trail.
- 16. The website shall have the provision for including PDF, DOC, TXT, JPEG, JPG, PPT and various video formats like AVI, FLV, WMV, MOV, MP4 etc.
- 17. The website shall have an inbuilt functionality for search, print etc. including option for contents including archived contents.
- 18. The website shall have Archive for archiving data of the web portal from different sections.
- 19. The website shall have all latest/standard Information security measures to prevent typical cyber-attacks.
- 20. The website shall be scalable and able to accommodate future requirements.
- 21. The website shall have valid SSL Certificate. The SSL certificate shall be procured and installed in the proposed website by the bidder only.

D. TECHNOLOGY /TECHNICAL SPECIFICATION

The website shall be a fully-fledged CMS developed with latest web development technology and tools including latest open source technologies.

- Server side programming language PHP
- 2. Database MySQL/SQL /POSTGRE SQL server
- 3. Frontend HTML, CSS, jQuery, Bootstrap etc.
- 4. Website Hosting- Website shall be hosted on a highly secured annex environment in Compliance with the Guidelines for Indian Government Websites. Configuration, operation and maintenance of the hosting infrastructure in the cloud will be the responsibility of the bidder.
- 5. For any add on features, open source tools, s/w may be predominantly used.
- Mandatorily to implement Guidelines for Government of India Websites (GIGW), World Wide Web Consortium Compliance for Website (W#C) and Web Content Accessibility Guidelines (WCAG 2.0)

- 7. Web portal shall be free from all OWASP vulnerabilities
- 8. The website shall have STQC Security audit certification (safe to Host certificate) before hosting

E. HOSTING STRUCTURE

- 1. Website can be hosted in any one of the mentioned empaneled and audit compliant CSPs listed under ministry of electronics and information technology where CSP's STQC status is compliant. (Detailed list is available at : http://meity.gov.in/content/gi-cloud_meghraj)
- 2. Hosting and storage must be in India Only
- 3. The third-party software/tools/ hardware / server provisioning required for the development/ redesigning and maintenance of HLL website is bidder's responsibility
- 4. Bidder should include the cost of all software/hardware or other required things that may be required for the implementation of the solution in their bid. All such costs will be borne by the bidder
- 5. Any cost of migration from existing hosting to any other cloud provider must be borne by the bidder
- 6. The successful bidder should maintain two environments, one for development and one for production
- 7. Regular backup and recovery services must be included in hosting plan.
- 8. Website security including WAF and other Security Services must be part of hosting
- 9. The cost of all security and backup services should be included in bid.
- 10. Administrative monitoring account must be provided to HLL to view hosting structure and activity with selected cloud provider
- 11. The proposed solution for website should be auto scalable and be able to handle maximum load on website

F. <u>REFERENCES</u>

The vendor may see the following website as reference, existing website of HLL for Functionalities, Features and Contents of the website and GIGW Guidelines for Design compliance.

HLL existing website : https://www.lifecarehll.com
 GIGW guidelines : https://web.guidelines.gov.in

G. <u>METHODOLOGY</u>

The development methodology should follow an iterative-prototype approach especially in the initial startup and design phase. The following activities to be performed by the vendor during the development.

- 1. The vendor shall prepare & submit an integrated project plan for the entire project that cover detailed tasks mentioned in the scope of work
- 2. The vendor is required to prepare and submit SRS/FRS along with the sample design of home page of the website.
- 3. After approval of the SRS/FRS by HLL, the vendor may initiate work for designing and development of the website as per scope of work and terms & conditions of the tender.

H. DEVELOPMENT AND TESTING OF WEBSITE

- 1. The vendor shall deploy well qualified/experienced and dedicate team in the development, configuration, customization, integration and deployment of the website.
- 2. The vendor shall ensure that the development team should not be changed for avoiding impact on development & maintenance of the website.
- 3. The development setup and test setup shall be provisioned by the vendor.
- 4. The vendor shall design & develop the user interfaces as per the HLL requirements.
- 5. The system shall possess easy-to-use interfaces, able to perform tasks with minimum of clicks, maximum select options and provide suitable shortcuts wherever possible and guided through screens.
- 6. The vendor shall ensure any changes made to database are captured centrally and securely stored vendor shall ensure that the audit trails are maintained for all the access and modifications.

I. INFRASTRUCTURE DEVELOPMENT ON SERVER/ CLOUD.

- The vendor shall deploy the requisite infrastructure (software/ patches/ updates etc.) on cloud. These include installation/configuration/updation of required system software, application software, relevant database, OS, backup solution, integration tools and other requisite software.
- 2. The vendor shall ensure that the end to end website delivered, meets all the requirements specified in this tender.

J. <u>DOCUMENTATION AND REPORTS</u>

- 1. Provision for keeping backup of data regularly.
- 2. Log with uptime/ downtime, server access details etc.
- 3. Complete documentation on the website including design, scripts etc. has to be provided.

K. TRAINING AND DELIVERABLES

- 1. The vendor shall develop relevant training materials and provide the same to HLL. The training will be designed to impart hands-on experience with adequate usage of cases and scenarios.
- 2. The schedule of training and number of persons for training shall be finalized by the vendor and HLL.
- 3. Resource Engagement:
 - Ensure engagement of a dedicated resource person from the agency's side for the duration of the project. This individual will be responsible for streamlining the website, handling ongoing updates, and managing the Al chatbot integration during the entire contract period.
- 4. The list of deliverables by the vendor to HLL is as under.
 - a. Project inception report including project plan
 - b. SRS and Architecture documents.
 - c. Requirement traceability matrix
 - d. Performance /security test reports.
 - e. Development scripts.
 - f. Training materials including admin/ user manuals and SOP.
 - g. Data backup process and archival process.
 - h. Source code along with data base.
 - i. All credentials
 - j. Security audit certificate (safe host certificate) and GIGW compliant from STQC.

2. MAINTENANCE OF HLL WEBSITE

To provide following technical support services in respect of HLL website for period of two years after expiring of free technical support services i.e. One Year from the date of completion of scope of the work mentioned above.

- 1. Comprehensive Annual Maintenance service
- 2. Annual renewal of SSL certificate

3. Annual security audit of website from STQC and patching up of vulnerabilities.

A. ANNUAL MAINTENANCE SERVICE INCLUDES:

- 1. Day to day monitoring and maintenance of website.
- 2. To add menu, sub menu, pages, links as required by HLL.
- To fix vulnerabilities during security audit or noticed by HLL or informed by STQC
- 4. Patching up all vulnerabilities during security audit of website.
- To install software updates/patches on cloud as per advisory by STQC and directions of HLL.
- To protect HLL website from hacking, malware & viruses. In case of virus attack or website hacking, the service provider shall have to resolve the issue and live /restore the website with all functionalities and contents within 24 hours.
- 7. To keep backup in a suitable storage media containing the website CMS/content/source code/ database and provide HLL after completion of each quarter and any stage updating of website.
- 8. Service provider should address website performance related issues like no response, slow response, down time, website crashing etc.
- 9. The agency shall follow the instructions of HLL.

B. TERMS AND CONDITIONS OF AMC

- 1. Technical support team of the service provider should inform HLL about details of any activities that needs to be performed on the HLL website.
- 2. Vendor should ensure that modifications done on the website should be compatible with all major internet browsers.
- 3. Modifications, if any, done on the website should comply with bilingual i.e. English and Hindi.
- 4. The service provider should use his own equipment/product/software/server etc. for all the technical support activities as mentioned in the scope of work of this tender document and also for providing test link. HLL will not provide/extend any software/ hardware support on this account. No additional cost beyond the rate mentioned in financial bid shall be paid by HLL in this regard.
- 5. The agency shall be required to undertake full responsibility of the safe custody, security of data supplied by HLL. It shall be ensured that there is no transmission of content in any form outside its office.

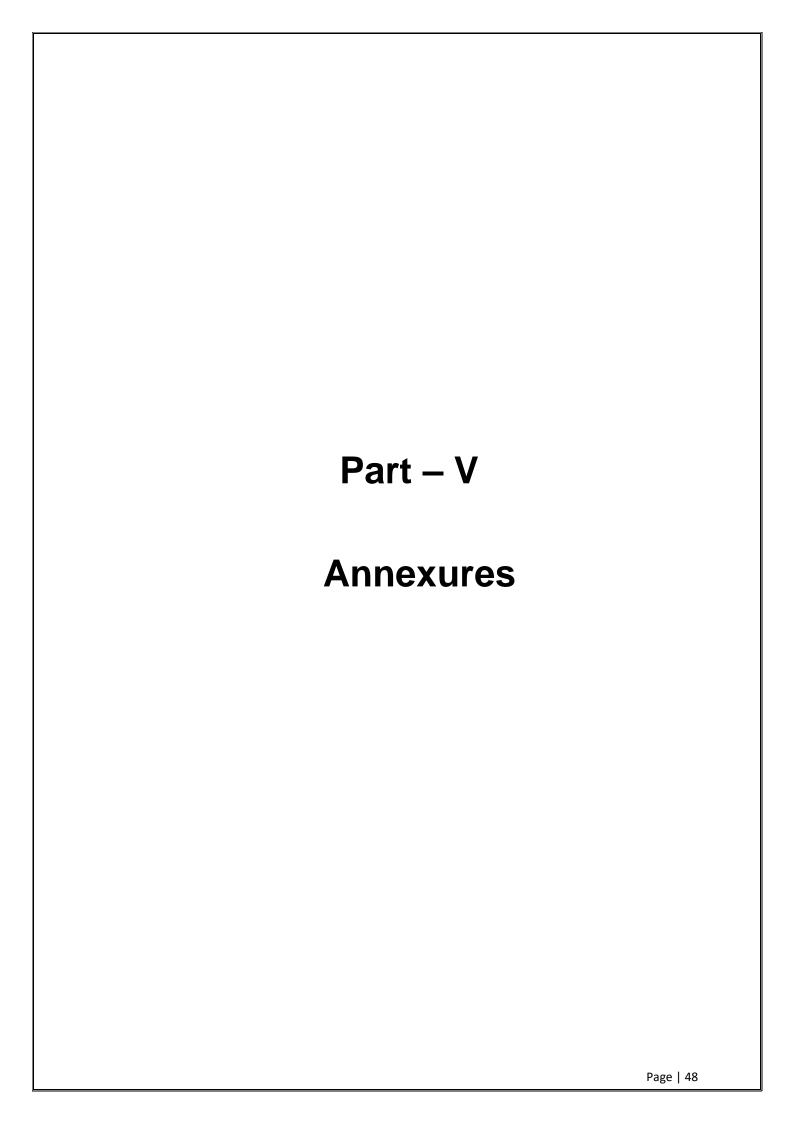
6. Updated source code of the application & database along with credentials (ID & passwords) shall be provided to HLL after completion of all contractual obligations of the service provider at the end of contract before releasing of last payment date.

C. <u>TERMINATION OF CONTRACT</u>

If the purchaser is not satisfied with the performance of the contract during AMC, the contract will be terminated during its currency after giving 1(One) month prior notice to the contractor. The payment towards the AMC shall be paid on pro rata basis till the date of termination of AMC services after realizing the penalty if any as per the terms and conditions. The security deposit will also be revoked as per the discretion of the purchaser

TIME SCHEDULE

- 1. Acceptance of work order /award letter shall be submitted by L1 price bidder within seven working days after date of issue of work order. However scanned copy of original acceptance letter may be submitted through email. Agreement shall be executed within 10 days from the date of 'acceptance of work order'.
- 2. The completion period of development of website and hosting will be 3 months from the date of work order.
- Comprehensive annual maintenance services of HLL website shall be for a period of two years which will start after One year from the successful completion of development and hosting.



FORWARDING LETTER FOR SUBMITTING TENDER

(On the letterhead of the bidder)

Subject: submission of tender for design, development, hosting and maintenance of HLL website in reference to tender ref. no. HLL/IT/CC/2024 dated 08.11.2024 reg.

Dear Sir.

With reference to the subject mentioned above, I/we hereby submit bids for design, development, hosting and maintenance of HLL website in accordance with the criteria and terms and conditions mentioned in the tender issued by HLL vide tender ref no. HLL/IT/CC/2024 dated 08.11.2024.

I/we here by certify that I/we have examined and am/are fully familiar with all the provisions of the tender documents. I/We agree to abide by all these terms and conditions laid therein and to execute all works referred to in the said tender documents within the specified timelines. The following documents are enclosed.

- Technical bid along with annexures & supportive relevant documents
- EMD
- Financial bid
- Supporting documents /format/ undertaking etc. referred to in tender document.

I/we also authorize HLL to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, I/we hereby authorize (......) to furnish pertinent information as deemed necessary and requested by HLL to verify statements and information provided in this application or regarding our competency and understanding on the mandate.

I/we hereby declare that the statements made and information provided is complete, true and correct.

(Signature &seal of the bidder)
Name of authorized signatory
Telephone /mobile number
Email

Declaration of Non-Black-Listing

(On the letterhead of the bidder)

Reference: HLL/IT/CC/202024 dated 08.11.2024,
Subject : declaration of non-blacklisting -reg
Sir, In response to tender under reference, I/we hereby declare that presently our firm is having unblemished service record.
I/we further declare that our firm is not blacklisted /debarred and not declared ineligible for any reason (including corrupt & fraudulent practices) by any central /state govt. department, Public Sector

Date _____

submission of bid.

If this declaration is found to be incorrect then without prejudice to any action that may be taken, my/our performance security and due, if any may be forfeited in full and the work order of the contract may be cancelled.

commercial organizations in past five years from the last date of

Undertakings, Autonomous Bodies, academic institutions

Yours faithfully,

(Name & signature with stamp of the bidder)

FINANCIAL BID

(On the letterhead of the bidder)

With reference to Tender No. HLL/IT/CC/202024 dated 08.11.2024, the cost for design, development, hosting and maintenance of HLL corporate website as per scope of work mentioned in the tender are as under.

SI	Item Description as mentioned in		Cost/Rate	GST	Total
No.	the scope of work	Cosi/Rate	931	Total	
1	Design & Development of Website				
	including migration of data from				
'	existing website, hosting on cloud				
	and launching the website				
2	Cloud Hosting Charges for 3 years				
3	Procurement & Installation of SSL				
	certificate (for Three years)				
4	STQC security audit certification of				
	website				
	Annual maintenance				
	Service of HLL	1 st Year			
	website hosted on				
5	cloud after warranty				
	period (One year of	2 nd Year			
	successful				
	launching).				
		Total			

Thanking you,

Yours faithfully,

<Seal and Signature of Authorized Signatory>

<Name of Authorized Signatory>

<Title of Authorized Signatory>

FORM FOR PRICE BID

Having examined the Tender Document Number HLL/IT/CC/2024 dated 08.11.2024, the receipt of which is hereby acknowledged, we, the undersigned, offer to Design, Development, Hosting and Maintenance of HLL corporate website under the above named Tender in full conformity with the Bidding Documents for the sum quoted in price schedule. The following is the total bid price for the scope of work described in our response to your Tender Document.

i) In figures
ii) In words
(Please quote the price in Indian Rupees only)
The breakup of the above lump sum price is given in the Price Schedule attached herewith and is made part of this bid.
Thanking you,
Yours faithfully,
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<name authorized="" of="" signatory=""></name>
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Electronic Payment Mandate Form

(Mandate for receiving payments through NEFT HLL Lifecare Ltd)

- 1) Vendor/Contractor Name:
- 2) Vendor/Contractor Address:
- 3) Vendor Code:
- 4) Permanent Account Number(PAN):
- 5) Particulars of Bank Account

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(On Bidders Letter head)

I / We, the authorized signatory of M/s, participating in the subject tender No for the item /			
ob of, do hereby declare:			
That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.			
(ii) That in the event we withdraw / modify our bid during the period of validity OR I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline OR I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding /award of all future contract(s) of HLL Lifecare Limited for a period of one year from the date of committing such breach.			
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Pre-Bid Questionnaire

SI No.	Reference Clause	Page No	Description	Bidder's Query	HLL Reply

	Name :
Details of the person attending pre-bid	Designation:
meeting	Email id:
	Contact number:

Date:	Authorized Representative Signature:	
Place:	Name:	
Designation:		
Company Name:		
Seal of Company		