



HEALTH CARE SERVICES DEPARTMENT

HLL LIFECARE LIMITED

HLL BHAVAN, POOJAPPURA,

THIRUVANANTHAPURAM -695 012, PHONE: 0471- 2354949 EXTN: 224 / 266.

E-MAIL: hcsit@lifecarehll.com | CIN NO: U25193KL196GOI002621

Website: www.lifecarehll.com , www.hindlabs.in

TENDER INVITING QUOTATIONS FOR SELECTION OF
MANAGED SERVICE PROVIDER/CLOUD SERVICE PROVIDER
FOR PROVIDING CLOUD SERVICES FOR HOSTING
TELERADIOLOGY APPLICATIONS/RADIOLOGY IMAGES

DATE : 08th JULY 2019.
TENDER DOCUMENT NO. : HLL/CHO/HCS/IT/2019/65

BID SUBMISSION DETAILS:

Sl. No.	Particulars	Description
1	Pre-bid meeting.	12/07/2019,2.00 pm
2	Last Date & Time for submission of bid	22/07/2019, 3.00 PM
3	Date & Time of opening of Bid - Prequalification Documents	22/07/2019, 03.30 PM
4	Technical Presentation	Will inform to – Pre-qualified bidders.
5	Date & Time of opening Financial bid	Will be intimated later to technically qualified bidders
6	EMD	INR 50000/-
7	Place of submission & opening of Bids	Health Care Services Division, HLL Lifecare Limited, Corporate Head Office, HLL Bhavan , Poojappura, Thiruvananthapuram -695012. Phone-04712-354949

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1. INTRODUCTION

HLL Lifecare Limited (HLL) is a Public Sector Enterprise 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.

Healthcare Services Division- HLL is one of the few organizations who are capable of delivering medical diagnostic services in a partnership model on a national level. HLL through this division endeavors to strengthen the diagnostic service delivery capability of partner institutions and bring high quality & precise diagnostic services to users at affordable costs. Our BRAND is:

HINDLABS – "Providing Affordable and Reliable Solutions for quality Healthcare"

The Healthcare Services Division through its brand Hindlabs offers partnerships to partnering institutions in the areas of Diagnostic services, Medical Imaging and other specialist services. The services offered includes complete range of Medical laboratory services, Radio Diagnosis and Imaging Centers Operation & Management services for Diagnostic Centers Tele-Radiology Reporting Services Hospital Management Information System (HIMS/ LIS/RIS).

Objectives of Healthcare Services Division

1. Affordable Diagnostic Services to masses
2. Leadership in Partnership Diagnostic Service sector
3. Reliable and Quality Services
4. Deploying State of the art technologies
5. Customer Oriented Information Management system (HIMS/ LIS/RIS)

Hindlabs Teleradiology Reporting – fast results

Healthcare facilities have been battling a severe shortage of radiologists for more than a decade now. Indeed, the demand for radiology services is skyrocketing. The rapid evolution of faster imaging technologies such as multi-slice CT, faster MRI scanners and sequences, coupled with an ageing population has led to a consistent per year increase in imaging volumes in recent years. And it is into this context, Tele Radiology comes into picture offering solution for an ongoing issue.

Tele Radiology paves the way for radiologists to read images from remote locations, round-the - clock. HINDLABS Teleradiology service is one of the pioneer Teleradiology services in India.

With a robust network of radiologists, HINDLABS Teleradiology service is offering cost effective reporting solutions to various public and private Healthcare organizations in the country. Through a synergy of patient focus, great people and modern technology, HINDLABS Tele Radiology service provides flexible tailor-made solutions for Hospitals that can support the health institutions to deliver diagnostic reports quickly, reducing a great deal of delay in patient care. HINDLABS Tele Radiology service also provides quality radio diagnostic services to hospitals in rural India and diagnostic centers across the country.

2. SCOPE OF WORK

2.1 Environment Requirement:

HCS Division of HLL Lifecare Limited, wishes to engage a Managed Cloud Service Provider (MSP)/Cloud Service Provider (CSP) for providing Cloud Services for a period of 2years, which may be reviewed for extension on the completion of the second year at the discretion of HLL Lifecare Limited to continue the hosting of Teleradiology applications in the cloud platform. The details of the applications are at Annexure-II.

The scope of work is as under:

- i. The Bidder will be responsible for provisioning of required IT Infrastructure as Service (IaaS) for hosting Teleradiology application.
- ii. The proposed Environment for deployment of teleradiology solution is;
 - a. Radiology Images and reports.
 - b. Teleradiology Application and Database
- iii. The above environments are to be deployed on the Cloud Platform.
- iv. The Bidder shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage and services for hosting Teleradiology applications. The indicative compute requirements for the IT infrastructure is placed at Annexure I, Inbuilt Anti-Spam/Malware/Antivirus threats control software.

2.2 Migration of Existing applications

- i. Migration of existing applications will be the responsibility of HLL Lifecare Limited.
- ii. CSP/MSP shall support the migration process including VM configuration, Installation and configuration of OS, Network and VLAN Zone creation and configuration etc.

2.3 Operations & Maintenance Services

i. Resource Management

- a. Adequately size the VM with necessary VCPUs, RAM modules, and storage space necessary, memory, and storage required, building redundancy into the architecture (including storage) and load balancing to meet the service levels.
- b. While the initial sizing & provisioning of the underlying infrastructure may be carried out based on the information provided in the Annexure I Subsequently, it is expected that the CSP/MSP, based on the growth in the user load (peak and non-peak periods; year-on-year increase), will scale up or scale down the compute, memory, and storage as per the performance requirements of the solution.
- c. For any major expected increase in the workload, carry out the capacity planning in advance to identify & provision, where necessary, the additional capacity to meet the

user growth and / or the peak load requirements to support the Scalability and performance requirements of the solution. Range of Upward Auto-Scaling **50-100 %** CPU and memory utilization

- d. The scaling up / scaling down (beyond the auto-scaling limits or whenever the auto-scaling limits have to be changed) has to be carried out with prior approval by the Health Care services IT department of HLL Lifecare Limited. The Service Provider shall provide the necessary details including the sizing calculations, assumptions, current workloads & utilization, expected growth / demand and any other details justifying the request to scale up or scale down.

ii. **Patch and Configuration Management**

- a. Manage the instances of storage, compute instances, and network environments. This includes department-owned & installed operating systems and other system software that are outside of the authorization boundary of the CSP/MSP. Service Provider is also responsible for managing specific controls relating to shared touch points within the security authorization boundary, such as establishing customized security control solutions. Examples include, but are not limited to, configuration and patch management, vulnerability scanning, disaster recovery, and protecting data in transit and at rest, host firewall management, managing credentials, identity and access management, and managing network configurations.

iii. **User Administration**

- i. Management of user in the OS level and firewall level will be take care by CSPs/MSPs.
- ii. Properly separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that users have only the permissions necessary to perform their assigned tasks.

iv. **Security Administration**

- a. Appropriately configure the security groups in accordance with the HLL Health care services IT networking policies.
- b. Regularly review the security group configuration and instance assignment in order to maintain a secure baseline.
- c. Secure and appropriately segregate / isolate data traffic/application by functionality using DMZs, subnets etc.
- d. Ensure that the cloud infrastructure and all systems hosted on it, respectively, are properly monitored for unauthorized activity.
- e. The Bidder shall be responsible for ensuring security of HLL Tele radiology applications and infrastructure from any threats and vulnerabilities. The Bidder shall address ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as Web Access Firewall, firewalls, Intrusion Prevention, Intrusion Detection , content filtering and blocking, Gateway level Antivirus, even logging & correlation and vulnerability protection through implementation of proper patches and rules.

v. Monitoring Performance and Service Levels.

- a. Provide and implement tools and processes for monitoring the availability of assigned applications, responding to system outages with troubleshooting activities designed to identify and mitigate operational issues.
- b. Reviewing the service level reports, monitoring the service levels and identifying any deviations from the agreed service levels.
- c. Monitoring of service levels, including availability, uptime, performance, application specific parameters, e.g. for triggering elasticity, request rates, number of users connected to a service.
- d. Detecting and reporting service level agreement infringements.
- e. Monitoring of performance, resource utilization and other events such as failure of service, degraded service, availability of the network, storage, database systems and operating Systems including API access within the cloud service provider's boundary.

vi. Usage Reporting and Billing Management

- a. Track system usage and usage reports.
- b. Monitoring, managing and administering the monetary terms of SLAs and other billing related aspects.
- c. Provide the relevant reports including real time as well as past data/information/reports to validate the billing and SLA related penalties.
- d. Provide the Access Log report.
- e. Provide monthly usage report.

vii. Back Up

- a. Configure, schedule, monitor and manage backups of all the data including application and database but not limited to files, images and databases as per the policy finalized by Health Care services IT.
- b. Restore from the backup where required.

viii. Business continuity Services

- a. Provide business continuity services in case the primary site becomes unavailable.
- b. Support for third party audits.
- c. Enable the logs and monitoring as required to support for third party audits.

ix. Miscellaneous

- a. Advise on optimal operational practices, recommend deployment architectures for cloud infrastructures, design and implement automated scaling processes, day-to-day and emergency procedures, deploy and monitor underlying cloud services, performance reporting and metrics, and ensure the overall reliability and responsive operation of the underlying cloud services through both proactive planning and rapid situational response.

2.4 Exit Management & transition-out services

i. Provide a comprehensive exit management plan

- a. Migration of the VMs, data, content and any other assets to the new environment or on alternate cloud service provider's offerings and ensuring successful deployment and running of the Teleradiology solution on the new infrastructure by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying to HLL supplied industry standard media.
- b. Ensure that all the documentation required for smooth transition including configuration documents are kept up to date.
- c. Retain the data at the end of the agreement (for a maximum of 90 days beyond the expiry of the Agreement). If data is to be retained the monthly cost for retaining the data may be obtained in the commercial quote.
- d. Once the exit process is completed, remove the data, content and other assets from the cloud environment and destroy the VM, Content and data of the HLL Lifecare Limited.
- e. Ensure that all the documentation required by the Health care services division of, HLL Lifecare Limited for smooth transition are kept up to date and all such documentation is handed over to the HLL Lifecare Limited during regular intervals as well as during the exit management process.
- f. Support and assist the Health Care services (HCS) division of HLL Lifecare Limited for a period of three months so that HLL Lifecare Limited is able to successfully deploy and access the services from the new environment.
- g. Train and transfer the knowledge to the HCS-IT team to ensure similar continuity and performance of the Services post expiry of the Agreement.

Note: The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with HCS division of HLL Lifecare Limited.

2.5 Technical Features

i. Financial analysis recommendation engine

CSP/MSP must offer a service by which recommendations are made to the customer about configurations the customer can make to optimize their financial spend with the provider. The service provider must provide customer-specific recommendations based on current or historical patterns at the provider and must not be customer-generic. Recommendations must be actionable, tied to specific assets and documented as having a certain amount of financial savings. This service must be offered directly by the provider and not require the customer to seek third-party partners.

ii. Content Delivery network

CSP/MSP must offer a service for global content delivery networking. The CDN service must be offered in self-service fashion with all maintenance offered by the provider.

iii. Hadoop as a service

Cloud Service Providers must offer a Hadoop environment that is provided for the customer as a fully automated self-service turnkey offering. This must be a full service, not simply a "one click install" of Hadoop or the like.

iv. Relational DBaaS

Cloud Service provider must offer a relational database as a service (DBaaS), provided as a fully automated, self-service turnkey offering. In this service, the customer should not have access to the underlying instance, and the database maintenance must be done entirely by the provider. At a minimum, the service must support two open-source database (either MySQL and PostgreSQL) and two enterprise database (either Microsoft SQL Server and Oracle). CSP must offer relational DBaaS in a locally redundant fashion, meaning that the customer database is automatically replicated across multiple data centers within a single geography.

v. Local identity management and granular role-based authorization

CSP/MSP must include, at a minimum, a local identity management system (that is, local accounts) with granular role-based authorization for network services in both the service interfaces and management console. At a minimum, the role-based authorization must support assigning authorization based on individual users and groups of users and delineation must be assignable per firewall, load balancer, IP address and network segment and support, as applicable, the following granular actions: create, delete and configure.

vi. SIEM integration or service

CSP/MSP must offer out-of-the-box integration with leading SIEM products or provide a self-service, turnkey offering by which customers can configure real-time analysis and alerting of security events. At a minimum, the integration or service must support alerting, log retention and some form of forensic analysis that is able to search across logs and periods of time for patterns.

vii. Customer VPN connectivity

CSP/MSP must allow customers to access the cloud service via an IPsec VPN tunnel or Secure Sockets Layer (SSL) VPN tunnel over the public Internet. This must be a self-service capability from the provider side, although customers will have to make configurations on their end.

viii. Bulk data import/export with encryption

CSP/MSP must provide a portable storage device for bulk data import/export. Customer must be able to encrypt the data prior to transport and then decrypt it upon arrival. The encryption service must be built into the storage device and not left to the customer.

3 COMMERCIAL BID- PRICING SUMMARY SHEET –

Total Cost for the commercial evaluation is the sum of Part A (One Time Charges) and Part B (Recurring Charges) and Part D(One time charges for the end of the contract).

Charges mentioned under Part C is considered only for additional requirements.

Part A : RECURRING CHARGES

Sl.No	Description	Hourly Charges(INR) excluding Taxes and Duties	GST %	Monthly Charges(INR) excluding Taxes and Duties	Yearly Charges(INR) including all taxes and duties
1	Infrastructure Charges as per Annexure-I				
2	Internet bandwidth charges (including unlimited download & upload charges)				
	Total Amount(Figures)				
	Total Amount(words)				

PART B : One Time Miscellaneous charges

Sl.No	Description	Charges(INR) excluding Taxes and Duties	GST in %	Total amount (INR) inclusive of all taxes and duties
1	One time Miscellaneous charges if any			
	Total Amount(Figures)			
	Total Amount(words)			

PART C : RECURRING CHARGES FOR FUTURE ADDITIONAL REQUIREMENTS

Sl. No	Description	Hourly Charges(INR) excluding Taxes and Duties	GST in %	Monthly Charges (INR) including all taxes and duties	Yearly Charges(INR) including all taxes and duties
1	8 GB RAM Module				
2	1 TB Storage Space				
3	DR (100 %) Charges for the offered infrastructure				
	Total Amount(Figures)				
	Total Amount(words)				

PART D : ONE TIME CHARGES FOR THE END OF CONTRACT

Sl. No	Description	Charges(INR) excluding Taxes and Duties	GST in %	Total amount (INR) inclusive of all taxes and duties
1	Migration Charges at the end of the contract			
2	Exit Management Charges at the end of the contract			
	Total Amount(Figures)			
	Total Amount(words)			

i)Total Amount for (Part A+Part B+Part D) in figures = Rs.....

ii)Total Amount for (Part A+Part B+Part D) in Words = Rs.....

The lowest responsive bidder will be evaluated based on the total price shown in Serial Number(i)-
Total Amount for (Part A+Part B+Part D)

4 PRE-QUALIFICATION PROCESS

4.1 Bidders are required to submit the Pre-Qualification documents in Packet A.

4.2 The Bidders Pre-Qualification Proposal in the bid document will be evaluated as per the requirements specified in the Tender and adopting the pre-qualification criteria spelt out in this Tender. The Bidder is required to submit all required documentation in support of the pre-qualification criteria specified.

4.3 The Bidder shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the Bidder.

4.4 All bidders will be communicated of the results of evaluation of the pre-qualification bids.

4.5 The Technical bids of those bidders who qualify in the Pre-qualification process only will be evaluated further against the Technical bid evaluation criteria specified in the TENDER.

4.1 Pre-qualification Criteria for Managed Service Provider (MSP).

SL. NO	PRE-QUALIFICATION CRITERIA FOR MSP	DOCUMENTS REQUIRED
1	The MSP as a single legal entity must be incorporated and registered in India under the Indian companies act 1956 or Limited Liability partnership(LLP) registered under the LLP act, 2008 Or Indian partnership act 1932 and should have been in operation in India for minimum 3 years.	a) Copy of certificate of incorporation or certified copy of partnership deed. b) GST registration certificate.
2	The MSP as a single legal entity or its holding company, must have a positive net worth in each of the last three financial years(2016-17,17-18,18-19)	Copy of audited balance sheet and profit and loss statement with signature and seal of the statutory auditors.
3	The MSP should have an annual turnover of INR 20 crore from IT services and should be profitable over the last three financial years(2016-17,17-18,18-19)	Letter from statutory auditors in their letterhead mentioning the annual revenue from IT infrastructure services.
4	The MSP must have strength of 50 IT Professionals (Data center/ Networking/ System Administration/ Cloud service Professional/ Cloud security experts) on their payroll as on the date of submission of this bid. At least 10 of these professionals must have experience(of minimum 3 years) in maintenance of cloud solutions/Virtual server administration/System administration, Virtualization, Security, database etc.	Certificate from HR head on the letter head of MSP certifying the availability of resources on their payroll as on the date of submission of this bid as per the requirement.
5	The MSP Should have managed or managing the IT infrastructure for data center/Cloud services to at least 5 clients(Private/PSU/Central Government/State Govt or any other organization or agencies) in India during the last three financial years (2016-17,17-18,18-19).The minimum work order value should be Rs.5 lakhs.	Copy of client certificate, work order, completion certificate or extract from the contract mentioning the scope of work.
6	The MSP should not have been black listed by any Private/PSU/Central Government/State Govt or any other organization or agencies in India at the time of submission of the bid.	Letter from authorized signatory on the letterhead of MSP regarding non-black listing.

7	<p>a) The agreement between cloud service provider and managed cloud service provider . The CSP has authorized the MSP to participate and enter in to contract with purchaser based on this tender conditions.</p> <p>b) The managed service provider should submit a declaration that the cloud service provider for them, meeting the requirements mentioned in the pre-qualification criteria for the CSP.(Ref; 4.2)</p>	<p>a) Authorization letter certified by the cloud service provider.</p> <p>b) Declaration letter by Managed service provider and documentary evidence that the CSP is meeting requirements mentioned in the pre-qualification criteria for the CSP.(Ref; 4.2).</p>
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4.2 Pre-qualification criteria for Cloud service provider.

Sl. No	Pre-qualification criteria for CSP	Documents required
1	The CSP as a single legal entity must be incorporated and registered in India under the Indian companies act 1956 or Limited Liability partnership(LLP) registered under the LLP act, 2008 Or Indian partnership act 1932 and should have been in operation in India minimum 3 years.	<p>a) Copy of certificate of incorporation or certified copy of partnership deed.</p> <p>b) GST registration certificate.</p>
2	The CSP must have experience of provisioning infrastructure as a service(IaaS) on their cloud for at least five clients from private/PSU/Central Govt/State Govt or any other organizations or agencies in India.The minimum work order value should be Rs.5 lakhs.	Copy of client certificate, work order, completion certificate or extract from the contract mentioning the scope of work.
3	<p>The Data center facility (or each of the facilities where the cloud service offerings are proposed to be offered) must meet the following criteria;</p> <p>a) The data center facility must be within India, should be currently operational and have a minimum capacity of 50 racks owned or contracted.</p> <p>b) The data center facility shall at a minimum have</p> <p>i) Routers, firewalls, LAN, WAN, Internet access and hosting centers, Backup, operations management and Data Management.</p> <p>ii) Security and data privacy(Data and network security including antivirus, virtual firewall, multi factor authentication, VPN, IPS, log analyzer/Sys log, SSL, DDOS Protection, HIDS/NIDS, rights management, SIEM, Integrated vulnerability assessment, SOC, Private virtual zones, Data privacy, Data</p>	<p>a) Cloud service provider should provide a self-signed certificate on their letterhead from authorized signatory in case the data center facility is owned or provide data center facility vendor signed certificate for contracted capacity for the number of racks.</p> <p>b) CSP to provide a self-signed certificate on their letterhead from authorized signatory mentioning the data center facilities at the data center along with a copy of the following certificates.</p> <p>i) Data center Tier III certificate, certified under TIA 942 or uptime institute certifications by a third party.</p> <p>ii) Cloud platform certificate for the latest version of ISO 27001 (Year 2013 by a competent auditing authority).</p> <p>iii) Copy of certificate issued by a third party for periodic inspections / audit.</p>

	encryption, Certifications and compliance, authentication and authorization, auditing and accounting.	
	iv) Conform to at least Tier III standard, certified under TIA 942 or uptime institute certifications by a third party.	c) Undertaking on the security and data privacy on the letterhead of authorized signatory mentioning the compliance following-Data and network security including anti-virus, virtual firewall, multi factor authentication, VPN, IPS, log analyzer/Sys log, SSL, DDOS Protection, HIDS/NIDS, rights management, SIEM, Integrated vulnerability assessment, SOC, Private virtual zones, Data privacy, Data encryption, Certifications and compliance, authentication and authorization, auditing and accounting.
	iv) Assured protection with security built at multiple levels.	d) copy of latest certification or letter from auditor regarding third party infection may provide.
	v) cloud platform should be certified for the latest version of ISO 27001(Year 2013) by a competent auditing authority.	
	vi) Reports of periodic third party inspections/audits and the certification should be available online or shared on demand for scrutiny.	
4	The CSP is complained with IT act 2000(including 43A) and amendments.	Letter from authorized signatory on the letterhead of CSP mentioning the compliance.
5	The CSP must be operating in multiple data centers in India the DC and DR should be in different seismic zones.	Letter from authorized signatory on the letterhead of CSP mentioning the address of the proposed data center(DC) and Disaster recovery(DR)
6	The CSP or the data center facility provider where the CSP has cloud should not be blacklisted by private/PSU/Central Govt/State Govt or any other organizations or agencies in India. Also both CSP and data center facility provider should not be under any legal action for indulging in corrupt practices, fraudulent practices, coercive practice, undesirable practices, restrictive practice in any private/PSU/Central Govt/State Govt or any other organizations or agencies in India.	Letter from authorized signatory on the letterhead of CSP regarding non-black listing.

5. TECHNICAL QUALIFICATION

5.1 TECHNICAL EVALUATION PARAMETERS

The bidders' technical proposal will be evaluated as per the requirements specified in the tender and adopting the following evaluation criteria

Sl. No	Evaluation Criteria	Total Marks
1	Bidders Experience	10
2	No: of capabilities to monitor the provisioned cloud services support by CSP/MSP	10
3	Availability of Managed Database Services	5
4	No: of ISPs Present in the data center	5
5	Presence and support	5
6	Availability of managed Operating system services.	5
7	Overall Presentation(Technical Presentation)	30
Total Marks		70

5.1.1 BIDDERS EXPERIENCE

Sl. No	Evaluation Criteria	Criteria	Maximum Marks
1	Bidders experience of managing/provisioning IT infrastructure as a service (IaaS) to atleast 5 clients (Private/PSU/Central Govt/State Govt. or any other organization or agencies) in India	Copy of client certificate, work order, completion certificate or extract from the contract mentioning the scope of work. 5 clients = 10 Marks 4 clients = 8 Marks 3 clients = 6 Marks 2 clients = 4 Marks 1 clients = 2 Marks	10

5.1.2 NO: OF CAPABILITIES TO MONITOR THE PROVISIONED CLOUD SERVICES SUPPORT BY CSP/MSP

Sl. No	Evaluation Criteria	Criteria	Maximum Marks
1	Visibility into the performance and availability of the cloud services being used, as well as alerts that are automatically triggered by changes in the health of those services.	Alert Messages - 2 marks No alerts - 0 marks	2
2	Event-based alerts, to provide proactive notifications of scheduled activities, such as any changes to the infrastructure powering the cloud resources	Alert Messages - 1 marks No alerts - 0 marks	2
3	System-wide visibility into resource utilization, application performance, and operational health through proactive monitoring (collect and track metrics, collect and monitor log files, and set alarms) of the cloud resources.	Monitoring Mechanism - 1marks No facility - 0 marks	2

4	Ability to discover all of the provisioned resources and view the configuration of each. Notifications should be triggered each time a configuration change, and departments should be given the ability to dig into the configuration history to perform incident analysis.	Configuration change messages and logs - 2 marks No facility - 0 marks	2
5	Automated security assessment service to help improve the security and compliance of applications deployed on cloud by automatically assessing applications for vulnerabilities or deviations from best practices.	Automated security assessment service - 2 Marks No facility - 0 marks	2

5.1.3 AVAILABILITY OF MANAGED DATABASE SERVICES

Sl. No	Evaluation Criteria	Criteria	Maximum Marks
1	No of managed database services (e.g. Support for multiple types of databases)	PostgreSQL, MySQL, Oracle & MS SQL Server etc.) by Cloud Service Provider 5 and above managed database services - 5 marks 4 managed database services - 4 marks 3 managed database services - 3 marks 2 managed database services - 2 marks 1 managed database services - 1 marks	5

5.1.4 NUMBER OF ISPS PRESENT IN THE DATA CENTER

Sl. No	Evaluation Criteria	Criteria	Maximum Marks
1	Number of ISP 's present with at least 10TB/Month bandwidth should be provided to each VM and incoming traffic will be exempted from billing.	3 or more ISP service providers - 5 Marks 2 ISP service providers - 3 Mark Less than 2 ISP service providers - 0 marks	5

5.1.5 PRESENCE AND SUPPORT

Sl. No	Evaluation Criteria	Criteria	Maximum Marks
1	The CSP must have a data center completely owned and operated by its in-house staff. It should also have a registered office in India with 24/7 in-house support staff and full-fledged operation	If available-5 Marks. No facility-0 marks.	5

5.1.6 AVAILABILITY OF MANAGED OPERATING SYSTEM SERVICES

Sl. No	Evaluation Criteria	Criteria	Maximum Marks
1	Number of managed operating System services by CSP.	Minimum two operating system-5 Marks. Less than two operating system -3 Marks.	5

5.1.7 TECHNICAL PRESENTATION

Sl. No	Evaluation Criteria	Criteria	Maximum Marks
1	Technical presentation	The bidders will be required to give the technical presentation covering the following: - a. Bidders understanding of the scope of work b. Technical solution. c. Data Migration. d. Demonstration of the cloud solution. e. People/Resource	30

6. SECURITY AND STATUTORY REQUIREMENTS**6.1 CERTIFICATION / COMPLIANCE:**

- i. The CSP/MSP facilities/services need to be certified / compliant to the following standards.
- ii. **ISO 27001** - Data Center and the cloud services should be certified for the latest version of the standard.
- iii. **ICPA- SOC 2** – Requires companies to establish and follow strict information security policies and procedures, encompassing the security, availability, processing, integrity, and confidentiality of customer data.
- iv. **PCI DSS** - compliant technology infrastructure for storing, processing, and transmitting credit card information in the cloud – This standard is required if the transactions involve credit card payments.
- v. The CSP/MSP shall comply or meet any security requirements applicable to CSPs/MSPs published (or to be published) by the Ministry of Electronics Information and Technology (MeitY), Government of India or any standards body setup / recognized by Government of India from time to time and notified to the CSP/MSPs by MeitY as a mandatory standard.
- vi. The CSP/MSP shall meet all the security requirements indicated in the IT Act 2000 the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply to the audit criteria defined by STQC.

6.2 PRIVACY AND SECURITY SAFEGUARDS

- i. CSP/MSP to ensure that the data is encrypted as part of a standard security process for highly sensitive content or choose the right cryptography algorithms evaluating security, performance, and compliance requirements specific to their application and may choose from multiple key management options.

- ii. CSP/MSP to notify the agency promptly in the event of security incidents or intrusions, or requests from foreign government agencies for access to the data, to enable the agency to manage these events proactively.
- iii. The Bidder shall ensure that all the storage blocks or multiple copies of data if any are unallocated or zeroed out by the CSPs/MSPs so that data cannot be recovered. If due to some regulatory reasons if it is required to securely decommission data, departments can implement data encryption at rest using departments managed keys, which are not stored in the cloud. Then customers may delete the key used to protect the decommissioned data, making it irrecoverable.
- iv. The Bidder shall report forthwith in writing of information security breaches to the HLL Lifecare Limited by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Tele radiology Data, facilities or Confidential Information.
- v. The Bidder undertakes to treat information passed on to them under this Agreement as classified. Such Information will not be communicated / published / advertised by the CSP/MSP to any person/organization without the express permission of the HLL Lifecare Limited, Health care services division.

6.3 CONFIDENTIALITY

- i. The Bidder shall execute non-disclosure agreements with the HLL Lifecare Limited with respect to migration and hosting of all the applications/websites. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - a. Information already available in the public domain;
 - b. Information which has been developed independently by the Service Provider;
 - c. Information which has been received from a third party who had the right to disclose the aforesaid information; Information which has been disclosed to the public pursuant to a court order.
- ii. The Subcontractors will be permitted to obtain customer data only to deliver the services the bidder has retained them to provide and will be prohibited from using customer data for any other purpose. The bidder remains responsible for its subcontractors' compliance with bidder's obligations under the Project.

6.4 LOCATION OF DATA:

- i. The Bidder shall be guaranteed that all services including data will reside in India which is completely owned and operated by the CSP/MSP.
- b. The location of the data (text, audio, video, image files, drawing files, GIS files, pdf, and any compressed data and software (including machine images), that are provided to the CSP/MSP for processing, storage or hosting by the CSP/MSP services in connection with the HLL Lifecare Limited's account shall be as per the terms and conditions of the Empanelment of the Cloud Service Provider.

6.5 E-DISCOVERY.

Electronic discovery (e-discovery) is the process of locating, preserving, collecting, processing, reviewing, and producing Electronically Stored Information (ESI) in the context of or criminal cases/proceedings or investigation. HLL Lifecare Limited must be able to access and retrieve such data in a CSP environment in a timely fashion for normal work purposes.

6.6 LAW ENFORCEMENT REQUEST:

The Law Enforcement Agency as mandated under any law for the time being in force may

seek access to information stored on cloud as provided by the Service Provider. The onus shall be on the Cloud Service Provider to perform all due diligence before releasing any such information to any such law enforcement agency.

6.7 AUDIT:

- a. HLL Lifecare Limited shall ensure that the Cloud Service Provider's services offerings are audited and certified by STQC/MeitY.
- b. The Cloud Service Provider/Managed service provider's services offerings shall comply with the audit requirements defined under the terms and conditions of the Provisional Empanelment of the Cloud Service Providers (or STQC /MEITY guidelines as and when published).
- c. The Audit, Access and Reporting Requirements should be as per the terms and conditions of the Provisional Empanelment of the Cloud Service Provider.

6.8 PERFORMANCE MANAGEMENT:

The critical SLAs for cloud services are covered under Section 7.

6.9 AUDIT AND GOVERNANCE REQUIREMENTS

- a. The Cloud Service Provider (CSP)/Managed service provider(MSP) shall implement the audit & compliance features to enable HLL Lifecare Limited to monitor the provisioned resources, performance, resource utilization, and security compliance:
- b. View into the performance and availability of the cloud services being used, as well as alerts that are automatically triggered by changes in the health of those services.
- c. Event-based alerts, to provide proactive notifications of scheduled activities, such as any changes to the infrastructure powering the cloud resources.
- d. System-wide visibility into resource utilization, application performance, and operational health through proactive monitoring (collect and track metrics, collect and monitor log files, and set alarms) of the cloud resources.
- e. Review of auto-scaling rules and limits.
- f. Logs of all user activity within an account. The recorded information should include the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters, and the response elements returned by the cloud service. This is required to enable security analysis, resource change tracking, and compliance auditing.
- g. Ability to discover all of the provisioned resources and view the configuration of each. Notifications should be triggered each time a configuration change, and Agencies should be given the ability to dig into the configuration history to perform incident analysis.
- h. Monitoring of cloud resources with alerts to customers on security configuration gaps such as overly permissive access to certain compute instance ports and storage buckets, minimal use of role segregation using identity and access management (IAM), and weak password policies.
- i. Automated security assessment service that helps improve the security and compliance of applications deployed on cloud by automatically assessing applications for vulnerabilities of deviations from best practices. After performing an assessment, the tools should produce a detailed list of security findings prioritized by level of severity.

6.10 EXIT MANAGEMENT / TRANSITION-OUT RESPONSIBILITIES

- a. Continuity and performance of the Services at all times including the duration of the Agreement and post expiry of the Agreement is a critical requirement of HLL Lifecare Limited.
- b. It is the prime responsibility of CSP/MSP to ensure continuity of service at all times of the Agreement including exit management period and in no way any facility/service shall be affected/degraded.

- c. The responsibilities of Service Provider with respect to Exit Management/Transition-Out services on cloud include:
- i) Provide necessary hand holding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of HLL Lifecare Limited.
 - ii) The format of the data transmitted from the CSP/MSP to HLL Lifecare LimitedS, Health care services IT should leverage standard data formats (e.g., OVF, VHD...) whenever possible to ease and enhance portability. The format will be finalized by HCS division of HLL Lifecare Limited.
 - iii) The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with HLL Lifecare Limited, Health care services IT.
 - iv) Ensure that all the documentation required by HLL Lifecare Limited, Health care services -IT for smooth transition including configuration documents are kept up to date and all such documentation is handed over to HLL Lifecare Limited, Health care services IT during regular intervals as well as during the exit management process. Shall not delete any data at the end of the agreement (for a maximum of 90 days beyond the expiry of the Agreement) without the express approval of HLL Lifecare Limited, Health care services IT.
 - v) Once the exit process is completed, remove HLL Lifecare Limited, Health care services IT 's data, content and other assets from the cloud environment and certify that the VM, Content and data destruction to HLL Lifecare Limited, Health care services IT'S as per stipulations and shall ensure that the data cannot be forensically recovered.
- d. There shall not be any additional costs associated with the Exit / Transition-out process.

7. SERVICE LEVEL AGREEMENT (SLA)

7.1 MEASUREMENT AND MONITORING

- 7.1.1** The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of HLL Lifecare Limited or agency designated by them, HLL Lifecare Limited, will have the right to take services from another CSP/MSP at the cost of existing CSP/MSP or/and termination of the contract.
- 7.1.2** The full set of service level reports should be available to HLL Lifecare Limited, Health care services IT on a monthly basis or based on the project requirements.
- 7.1.3** The Monitoring Tools shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The CSP/MSP shall make available the Monitoring tools for measuring and monitoring the SLAs. The bidder may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. The tools should generate the SLA Monitoring report at the end of every month which is to be shared with HLL Lifecare Limited, Health care services IT on a monthly basis. HLL Lifecare Limited, Health care services IT shall have full access to the Monitoring Tools/portal (and any other tools/solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the contract. HLL Lifecare Limited, Health care services IT shall also audit the tool and the scripts on a regular basis.
- 7.1.4** The measurement methodology/criteria/logic will be reviewed by HLL Lifecare Limited, Health care services IT.
- 7.1.5** In case of default on any of the service level metric, the CSPs/MSPs shall submit performance improvement plan along with the root cause analysis for HLL Lifecare Limited, Health care services IT's approval.

7.2 PERIODIC REVIEWS

- 7.2.1** During the contract period, it is envisaged that could be changes to the SLA, in terms of measurement methodology/logic/criteria, addition, alteration or deletion of certain parameters, based on mutual consent of both the parties, HLL Lifecare Limited and CSP/MSP.
- 7.2.2** HLL Lifecare Limited and CSP/MSP shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except by the prior written agreement of HLL Lifecare Limited and CSP/MSP in accordance with the Change Control Schedule.
- 7.2.3** The SLAs may be reviewed on an annual basis by HLL Lifecare Limited in consultation with the CSP/MSP and other agencies.

7.3 PENALTIES

Payments to the CSP/MSP to be linked to the compliance with the SLA metrics laid down in the agreement.

- The payment will be linked to the compliance with the SLA metrics.
- The penalty in percentage of the monthly Payment is indicated against each SLA parameter in the table.
- In case multiple SLA violations occur due to the same root cause or incident then the SLA that incurs the maximum penalty may be considered for penalty calculation rather than a sum of penalties for the applicable SLA violations.
- Penalties shall not exceed 100% of the monthly bill.
- If the penalties exceed more than 50% of the total monthly bill, it will result in a material breach. In case of a material breach, the operator will be given a cure period of 10 days to rectify the breach failing which a notice to terminate may be issued by HLL Lifecare Limited.

Sr. No	Parameter	Target	Basis	Penalty
1	Provisioning and De-provisioning of Virtual Machines	Within 15 minutes	Per occurrence. This will be calculated monthly	a) Within 15 minutes - Nil b) >15 minutes & <=45 min - 2% of the MP(Monthly Payment). c) Beyond 45 minutes, for every 30 minutes of delay - 2% of MP(Monthly Payment).
2	Overall Cloud Solution Availability(Storage and network)	>= 99.95%	Per occurrence. This will be calculated monthly	a) <99.95% to >= 99.90% - 2% of MP(Monthly Payment). b) <99.90% to >= 99.75% - 5% of MP(Monthly Payment). c) <99.75% to >= 99.25% - 10% of MP(Monthly Payment) d) Subsequently, for every 0.5% drop in SLA criteria - 5% of MP(Monthly Payment).

3	Adherence to Response Time (RPO)	RPO is 15 minutes	Per occurrence. This will be calculated monthly	a) <=15 Minutes – Nil b) >15 Minutes to <=30 Minutes – 5% of MP(Monthly Payment). c) >30Minutes to <=60 Minutes – 10% of MP(Monthly Payment). d) >60 Minutes to <=90 Minutes – 15%of MP(Monthly Payment). e) Subsequently, for every 30 Minutes - 10% of MP(Monthly Payment).
4	Adherence to RTO	RTO is 2 Hours	Per occurrence. This will be calculated monthly	a) <=2 Hours – Nil b) >2 Hours to <=2.5 Hours – 5% of MP(Monthly Payment). c) >2.5 Hours to <=3 Hours – 10% of MP(Monthly Payment). d) >3 Hours to <=4 Hours – 15%of MP(Monthly Payment). e) Subsequently, for every Hour - 10% of MP(Monthly Payment).

7.4 SEVERITY LEVELS

Below severity definition provide indicative scenarios for defining incidents severity. However, HLL Lifecare Limited will define / change severity at the time of the incident or any time before the closure of the ticket based on the business and compliance impacts.

Severity Level	Description	Examples
Severity 1	Environment is down or major malfunction resulting in an inoperative condition or disrupts critical business functions and requires immediate attention. A significant number of end users(includes public users) are unable to reasonably perform their normal activities as essential functions and critical programs are either not working or are not available.	Non-availability of VM. No access to Storage, software or application
Severity 2	Loss of performance resulting in users (includes public users) being unable to perform their normal activities as essential functions and critical programs are partially available or severely restricted. Inconvenient work around or no workaround exists. The environment is usable but severely limited.	Intermittent network connectivity
Severity 3	Moderate loss of performance resulting in multiple users (includes) public users impacted in their normal functions.	

7.5 DEFINITIONS

- i) **Cloud“Service Level Objective”(SLO)** means the target for a given attribute of a cloud service that can be expressed quantitatively or qualitatively.
- ii) **Cloud SLAs** means documented agreement between the cloud service provider and the HLL Lifecare Limited that identifies services and cloud service level objectives (S LOs)
- iii) **Response time** is the time interval between a cloud service customer initiated event (e.g., logging of the request) and a cloud service provider initiated event in response to that stimulus.

- iv) **“Scheduled Maintenance Time”** shall mean the time that the System is not in service due to a scheduled activity. Scheduled maintenance time is planned down time with the prior permission of the HLL Lifecare Limited, during non-business hours. The Scheduled Maintenance time <<within 7 hours a month>> as agreed shall not be considered for SLA Calculation.
- v) **“Scheduled operation time”** means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to get the scheduled operation time.
- vi) **Scheduled operation time = Total Operation Time - Scheduled Maintenance Time.**
- vii) **Availability/Up time” means** the time for which the IT Infrastructure Solution along with specified services / components with specified technical and service standards are available for users in all in-scope Applications across the HLL Lifecare Limited application landscape.

Availability is defined as:

Availability/Up Time =

$\{(Scheduled\ Operation\ Time - System\ Downtime) / (Scheduled\ Operation\ Time)\}$

*100%

- viii) **“Incident”** refers to any event/issue that affects the normal functioning of the services/infrastructure, reported by the cloud consumer to the Cloud Service provider (CSP) /MSP can be termed as an Incident. The severity levels of incidents are shown in 7.4.
- ix) **Total Operation Time:** The services are required 24X7. So the total operation time in a month is the number of days in a month multiplied by 24 hours.

Total Operation Time (in a month) = No: of days in a month X 24 hours.

- x) **Resolution Time:** “Resolution Time” shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) and getting the confirmatory details about the same from the bidder and conveying the same to the end user”.
- xi) **“Downtime”** shall mean the time period for which the Cloud Service Solution and/or specified services / components with specified technical and service standards mentioned in this tender are not available to users.

8. Bidding Terms and Conditions:

8.1 Evaluation of Bids:

HLL Lifecare Limited shall evaluate the responses to this tender and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of the Purchaser in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with HLL Lifecare Limited. During the Proposal Evaluation, HLL reserves the right to reject any or all Proposals. Each of the responses/ Proposals shall be evaluated as per the criteria and requirements specified in this tender.

The steps for evaluation are as follows:

8.1.1 Stage 1 – Pre-qualification

- a. Bidders are required to submit the Pre-Qualification documents in **Packet A** along with the required supporting documents in the format specified in the tender.

- b. The Bidders Pre-Qualification Proposal in the bid document will be evaluated as per the requirements specified in the tender and adopting the pre-qualification criteria spelt out in this tender. The Bidder is required to submit all required documentation in support of the pre-qualification criteria specified.
- c. The Bidder shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the Bidder.
- d. All bidders will be communicated of the results of evaluation of the prequalification bids.
- e. If Commercials are provided along with the Pre-Qualification Bid, the bid would be summarily be rejected and EMD will be forfeited.
- f. The Technical bids of those bidders who qualify in the prequalification process only will be evaluated further against the Technical bid evaluation criteria specified in the tender.
- g. The **EMD** also should submit along with Prequalification documents. Those who are exempted from submission of EMD should submit the documentary evidence mentioned in this tender document along with prequalification documents in **Packet A**.

8.1.2 Stage 2 – Technical Evaluation

- a. The Technical Bids and related supporting documents shall be submitted in **Packet B** along with the required supporting documents in the format specified in the tender. The Technical Bids of only those Bidders will be opened who have qualified the Pre-Qualification stage.
- b. HLL Lifecare Limited will review the Technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at HLL Lifecare Limited's discretion.
- c. The bidder's technical solutions proposed in the bid document will be evaluated as per the requirements specified in the tender.
- d. Each Technical Bid will be assigned a technical score out of a maximum of 70 marks. Only the bidders who get an aggregate technical score of 50 or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
- e. If Commercials are provided along with the Technical Bid, the bid would be summarily be rejected and EMD will be forfeited.

8.1.3 Stage 3 – Commercial Evaluation

The Commercials will only be opened for Bidders who have qualified the Technical evaluation stage. The updated Commercial Bid - Price Summary sheet should be submitted in **Packet - C**.

It is mentioned that the Commercial Bid evaluation would be done basis the indicative Quantities mentioned in the tender in Annexure-I and condition given in the Commercial Bid- Price Summary sheet.

8.1.4 Stage 4 – Final Score calculation through Lowest Cost based selection

Technically qualified bidders with lowest quoted price - L1 will be considered as the successful bidder. In case, two bidders have quoted the same amount, the bidder with the higher technical marks will be considered as the successful bidder

8.2 CORRECTION OF ERRORS:

Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. Corrections, if any, should be initiated by the person signing the proposal form before submission, failing which the figures for such items may not be considered.

Arithmetic errors in proposals will be corrected as follows:

- i. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall prevail.
- ii. In case of discrepancy between the cost quoted in the pricing summary sheet for a component and the total cost provided for the component in the detailed cost breakup sheet, the cost quoted in the pricing summary sheet for the component will be considered.
- iii. In case of discrepancy between the total price given for a line item / component and the calculated total price (number of units multiplied by the cost per unit for that line item), the calculated total price will be considered.
- iv. If the bidder does not accept the correction of errors, its bid will be rejected and EMD shall be forfeited.

8.3 Pre-bid Meeting

8.3.1. Bidders queries

Any clarification regarding the tender document and any other item related to this tender can be submitted to HLL Lifecare Limited as an email to the following mail ids.

hcsit@lifecarehll.com, hcsittenders@gmail.com and can contact the number 0471-2354949
Extn : 266,224.

The pre-bid queries should be submitted in the format as mentioned in **Annexure VI** of the tender document, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after bid submission date and time will not be answered. Further, HLL Lifecare Limited shall reserve the right to issue responses / clarifications/ amendments.

8.3.2 Responses to Pre-bid Queries and Issue of Amendments

The Purchaser will organize a Pre-bid Meeting and may respond to any request for clarifications on, and/or modifications of this tender. It may formally respond to the Pre-bid queries after the Pre-bid meeting on **12/07/2019, 2.00 pm** at the **address mentioned for the submission of bid**.

Only persons, duly authorized by the Bidder, will be allowed to participate in the Pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the

commencement of the Pre-bid Meeting. Also, no separate meetings, will be conducted for any organization later than the dates for the above events.

HLL Lifecare Limited will endeavor to provide timely response to all the queries. However, HLL Lifecare Limited makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders. Any modifications of this tender, which may be necessary as a result of the Pre-bid Meeting or for any other reason, shall be made available by HLL Lifecare Limited exclusively through a amendment. Any such amendment shall be deemed to be incorporated into this tender.

8.4 PERIOD OF VALIDITY OF BIDS

a. VALIDITY PERIOD

Bids shall remain valid for 90 days after the date of bid opening prescribed by HLL Lifecare Limited holds the right to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence.

b. EXTENSION OF PERIOD OF VALIDITY

In exceptional circumstances, HLL Lifecare Limited, may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. A Bidder granted extension of validity will not be permitted to modify his technical or commercial bid.

8.5 GUIDELINES FOR SUBMITTING TENDER DOCUMENTS: -

The Tender Document consists of Three Parts: Pre-Qualification Documents, Technical Bid, and Price Bid.

These duly filled-in tender forms shall be placed in three separate packets as detailed below:

- i. **Packet A** – EMD along with documents required to meet the pre-qualification criteria.
- ii. **Packet B** – Proof of fulfilling Technical evaluation parameters along with duly signed tender document, Annexure IV&V.
- iii. **Packet C**- Commercial bid –Price Summary Sheet

Packet A;- Earnest Money Deposit (EMD) of Rs. 50,000/-, (Rupees Fifty thousand only) along with all documentary evidence to meet the pre-qualification criteria. The Cover should be super scribed as Packet A, Prequalification Ref: HLL/CHO/HCS/IT/2019/65 Dated: 08.07.2019.

Packet B: - Technical Bid: The bid document duly signed should be kept in Technical Bid along with ,Annexure-IV&V, general Conditions of Contract, Additional Conditions duly signed in all pages should be kept in a Cover and super scribed as Packet –B, Technical Bid Ref: HLL/CHO/HCS/IT/2019/65 Dated: 08.07.2019.

No indication of the Prices will be made in the Technical Bid.

Packet C: - Price Bid: Only Price Bid should be kept in this Cover and no other document should be enclosed with the Price Bid. The Bidder must sign the Price Bid and also affix company seal. The cover containing duly filled-in Price Bid should be sealed and super scribed as **PRICE BID** with Name of the work: and Packet –C, Tender Ref: HLL/CHO/HCS/IT/2019/65 Dated: 08.07.2019.

Main Cover: Packets A, B and C should further be put in a Master envelope sealed and super scribed with the name of the work and Tender Ref: HLL/CHO/HCS/IT/2019/65 Dated: 08.07.2019.

The Bidder must sign all the pages of Annexures enclosed and furnish all details.

This should be submitted to Associate Vice President (M), Corporate and Registered Office, HLL Bhavan, Poojappura, Thiruvananthapuram – 695 012, Phone: 0471- 2354949. on or before the due date for submission 15.00 Hrs of 22.07.2019. and the same will be opened at 15.30 Hrs on the same day at the same venue in the presence of the representative of the bidder who chooses to attend. If the bid opening day is declared as holiday for HLL, the bid will be opened at the next working day of HLL.

Thanking you

Yours faithfully,

Associate Vice President (Marketing)

HLL Lifecare Limited

8.6 EARNEST MONEY DEPOSIT:

- i. Each bid must be accompanied by Earnest Money Deposit (EMD) of Rs. 5,00,00/- (Rupees Fifty thousand only) in the form of Demand Draft/Banker's Cheque/Bank Guarantee of any Nationalized/Scheduled commercial Bank taken in the name of HLL Lifecare Limited payable at Thiruvananthapuram. EMD in any other form will not be accepted. Bids received without Earnest Money Deposit are liable to be rejected.
- ii. EMD should be submitted in packet A along with pre-qualification document.
- iii. EMD shall be valid for a period of Forty-five (45) days beyond the final bid validity period.
- iv. EMD of all unsuccessful bidders would be refunded by HLL Lifecare Limited within 30 days of the bidder being notified by HLL Lifecare Limited, as being unsuccessful and after receiving a written request from the unsuccessful bidder for refund of the same. EMD of the successful bidder would be returned upon submission of Security Deposit.
- v. No interest shall be payable by HLL Lifecare Limited to the Bidder(s) on the EMD amount for the period of its currency.
- vi. The bid without adequate EMD, as mentioned above, will be liable for rejection without providing any further opportunity to the bidder concerned.
- vii. The bidder shall extend the validity of EMD on request by HLL Lifecare Limited.
- viii. EMD may be forfeited:
 - a. If a bidder withdraws its bid during the period of bid validity or any extension thereof agreed to by the bidder.
 - b. In case of a successful bidder, if the bidder fails to submit the Performance Bank Guarantee (PBG) in accordance with the terms and conditions.
 - c. If any of the bidders modify their bid during the validity period.
 - d. If the Proposal is varied or modified in a manner not acceptable to HLL Lifecare Limited after opening of Proposal during the validity period or any extension thereof.
 - e. If the Bidder tries to influence/jeopardize the bidding/evaluation process or submits any forged documents.
- ix. **Exemption from payment of EMD:** It may please be noted that only those MSME Units in India registered with the NSIC would be granted exemption from submission of EMD. In case the Bidder is eligible for exemption from the payment of EMD, documentary proof to this effect must be enclosed. The bidders are required to attach a notarized copy of the MSME certificate granted by the NSIC in their favour.

8.7 SECURITY DEPOSIT

The Bidder shall at its own expense, deposit with HLL Lifecare Limited, within 30 days of the notification of award (done through issuance of the Work Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from Nationalized/Scheduled Bank as per the format given in Annexure III. of this Bid Document, payable on demand, for the due performance and fulfillment of the contract by the Bidder as **Security Deposit**. This Performance Bank Guarantee will be for an amount equivalent to INR 2,00,000/- (Rupees two lakhs). All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the Bidder.

The PBG would be valid for a period of 3 months from the date of validity of the Contract. The PBG may be discharged/ returned by HLL upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the PBG. In the event, Bidder being unable to service the contract for whatever reason, HLL Lifecare Limited would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to HLL Lifecare Limited as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. HLL Lifecare Limited shall notify the Bidder in writing of the exercise of its right to receive compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

HLL Lifecare Limited shall also be entitled to make recoveries from the Bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

9. WORK COMPLETION TIMELINES & PAYMENT TERMS:

Parameter	Timelines	Penalty
Setup of Cloud Environment and Handover the Cloud Environment to HLL Lifecare Limited, Health care services IT from the date of Issue and Acceptance of Work Order.	10 days.	Up-to 10 days- Nil Above 10 days for every week delay 10% of the monthly payment.
Migration of the application on the new Cloud environment. From the date of acceptance of the work order.	15 days	Above the time line for every week delay 10% of the monthly payment.
Operational Acceptance from the date of Issue and Acceptance of Work Order.	21 days	Above the time line for every week delay 10% of the monthly payment.

9.1 Payment terms

- i. Payment shall be made in Monthly Basis.
- ii. Payment shall be made in INR.
- iii. Adherence to time lines is critical for the success of the project.
- iv. No advance payment shall be made for any activity.
- v. If the Bidder is liable for any penalty as per the SLA (refer to the related clause of this agreement), the same shall be adjusted from payments due to the Bidder.
- vi. HLL Lifecare Limited will release the payment within 30 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the scope of the project and meeting the SLA Criteria. HLL Lifecare Limited shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by Bidder, when HLL Lifecare Limited disputes such invoice or part of it, provided that such dispute is bonafide..
- vii. In case Go-Live is delayed, the corresponding operations and maintenance phase will start after the Go-Live has been completed.
- viii. If the Bidder is liable for any penalty/liquidated damages as per the SLA, the same shall be adjusted from monthly payments due to the service provider.
- ix. All payments shall be made for the corresponding to the goods or services actually delivered, installed, or operationally accepted, per the Contract Implementation Schedule, at unit prices and in the currencies specified in the Commercial Bids..

9.2 Management Reporting Deliverable

Deliverables listed below should be produced not later than 10 days in the beginning of the calendar month. The Service Provider shall provide non-cumulative monthly reports for the items described in the table below for releasing payments.

Report / Deliverable	Description	Frequency
Service Level Report (SLR)	Service Availability (Uptime) = $\frac{\text{(Scheduled Operation Time - System Downtime)}}{\text{(Scheduled Operation Time)}} * 100\%$ Text description of major outages (including description of root-cause and fix) for all Severity 1&2 Calls	monthly
Service Utilization Report (SUR)	Monthly utilization & performance of each Shared Infrastructure Service Components (Servers/Storage/networks).	monthly

9.3. Penalty or Liquidated Damages for delayed implementation

In case the implementation is delayed beyond the stipulated date of delivery, Liquidated damages for late delivery would be imposed as per table (9.work completion timelines and payment terms)

10. GENERAL TERMS AND CONDITIONS:

- a. All costs and expenses incurred by bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by HLL Lifecare Limited will be borne entirely and exclusively by the bidder.
- b. HLL Lifecare Limited may reject any or all the responses received/cancel the entire process at any stage without assigning any reason whatsoever.
- c. After the issue of the work order, formal contract agreement will be signed between the successful bidder and HLL Lifecare Limited.
- d. No binding legal relationship will exist between any of the bidder and HLL Lifecare Limited until execution of a contractual agreement.
- e. HLL Lifecare Limited shall reserve the right to verify the operation and performance of cloud service facility by the Bidder and the Bidder shall permit HLL to do so. The HLL will evaluate the information submitted by the Bidder with regard to Bidder's capacity. **The Bidder cannot subcontract the work at any stage without prior written approval from the HLL Lifecare Limited.**
- f. Bids received with incomplete information / documents shall be rejected. Bids not adhering to Terms, Conditions, Specifications and other details as given in this document may be summarily rejected.
- g. All deviations from the Terms, Conditions and other details of Tender Document should be separately and clearly submitted.
- h. This tender document is not transferable.
- i. Modification or Withdrawal of Offers is not permissible after its submission. To assist in the scrutiny, evaluation and comparison of offers, HLL Lifecare Limited may, at its discretion, ask some or all Bidders for clarification of their offer.
- j. The request for such clarifications and the response will necessarily be in writing.

ANNEXURE- I**Indicative cloud requirements**

SI.NO	Service Type	Drive/Server Details	Base Requirements
1	Virtual Machine	Server Capacity	64 GB RAM x 24 x7 Full time Access ; Windows OS Only
2	Processor specification	Server Capacity	Xeon dual multicore processor,64 bit octa/Hexa.
2	Storage Accounts	C Drive	Managed Disks, Standard HDD, 512 GB Disk Type 1 Disks
3	Storage Accounts	D Drive	Managed Disks, Standard HDD, 512 GB Disk Type 1 Disks
4	Storage Accounts	E Drive	Managed Disks, Standard HDD, 1 TB Disk Type 1 Disks
5	Storage Accounts	F Drive	Managed Disks, Standard HDD, 4 TB Disk Type 1 Disks

Annexure-II

Software specifications

Sl.NO	Item description	Version Details
1	Software Name&Version	Instarad Solution (Teleradiology application). Version- 5.2.0
2	Database	My SQL 5.7
3	Software language	python

Annexure:III

Performance Bank Guarantee Format
(For a sum of INR 2,00,000/-(Two lakhs)

Ref. No.:

Date:

Bank Guarantee No.:

To,

The Associate Vice President (M),
Healthcare Services Division,
HLL Lifecare Limited.

THIS INDENTURE made this ----- day of -----20----- BETWEEN THE -----
BANK incorporated under the English / Indian Companies Acts and carrying on business in < Address >
hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and
assigns) of the first part -----

inhabitants carrying on business at -----

in <Address> under the style and name of Messers -----
----- (hereinafter referred to as 'the
contractors') of the second part Shri-----
----- .

The Healthcare Services Division, HLL Lifecare Limited, HLL Bhavan Poojappura, Thiruvananthapuram,
pin-695012. (hereinafter referred to HLL Lifecare Limited which expression shall be deemed also to
include his successor or successors for the time being in the said office of HLL Lifecare Limited) of the
third part and THE <ADDRESS><ADDRESS> (hereinafter referred to as '<< >>') of the fourth part
WHEREAS the contractors indemnify and keep indemnified the Corporation against any loss or damage
that may be caused to or suffered by the Corporation by reason of any breach by the contractors of any
of the terms and conditions of the contract that will be entered subsequently (within 15 days) and/or in the
performance thereof against Letter of Intent number ----- dated -----of -----
----- department having tender No. amount Rs.----- and the terms of
such tender / contract require that the contractors shall deposit with the Commissioner as earnest money
and/ or the security a sum of Rs.----- (Rupees-----
-----) AND WHEREAS if and when any such tender is accepted by the Commissioner, the
contract to be entered into in furtherance thereof by the contractors will provide that such deposit shall
remain with and will be appropriated by the Commissioner towards the Security Deposit to be taken under
the contract and be redeemable by the contractors, if they shall duly and faithfully carry out the terms and

provisions of such contract and shall duly satisfy all claims properly chargeable against them thereunder AND WHEREAS the contractors are constituents of the Bank and in order to facilitate the keeping of the accounts of the contractors, the Bank with the consent and concurrence of the contractors has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and/or the security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking. NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractors (hereby testified) UNDERTAKES WITH the Commissioner to pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs.----- (Rupees-----) -----) under the terms of the said tender and/or the contract. The B.G. is valid upto ---

We agree that the decision of the Corporation, whether any breach of any of the terms and conditions of the contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Corporation shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Corporation.

“Notwithstanding anything what has been state above, our liability under the above guarantee is restricted to Rs. ----- only and guarantee shall remain in force up to----- unless the demand or claim under this guarantee is made on us in writing on or before----- right under the above guarantee shall be forfeited andwe shall be released from all liabilities under the guarantee thereafter “.

IN WITNESS WHEREOF;

WITNESS (1) -----

Name and -----

Address -----

WITNESS (2) -----

Name and ----- the duly constituted Attorney Manager

Address -----

The Bank and the said Messrs -----

----- (Name of the bank)

WITNESS (1) -----

Name and -----

Address -----

WITNESS (2) ----- for Messrs -----

Name and ----- (Name of the contractor)

Address -----

Have here into set their respective hands the day and year first above written. The undertaking-cum-indemnity bond is binding upon us/our heirs, executors, administrators, and assigns and/or successors and assigns. _____

Signature of Authorized Signatory: Proprietor/Partners/Directors/POA holder (with official seal)

Place :

Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

ANNEXURE- IV

CERTIFICATE

I / we hereby certify that the information given with this bidding document is correct. If, at any stage, it is found to be incorrect, I / we understand that the contract will be liable to be terminated and action could be taken against me/us by the Company for damages.

SIGNATURE (S) OF BIDDER WITH
SEAL

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

ANNEXURE- V

ACCEPTANCE FORM

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

From,

To

ASSOCIATE VICE PRESIDENT (M)

HealthCare Service Division,

HLL LIFECARE LIMITED (A Government of India Enterprise)

Corporate Head Office, Poojappura.P.O,

Thiruvananthapuram – 695012, Kerala, India

Ph: 0471- 2354949

Dear Sir,

I / We, hereby offer to design/fabricate/supply/install/testing/commission as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open for three months from the date of bid opening prescribed by the Purchaser. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

The following pages have been added to and form part of this bid.

Yours faithfully,

SIGNATURE OF THE BIDDER
WITH SEAL

ANNEXURE-VI**Template for Pre-bid queries**

Bidders shall put Pre-bid queries in the following format and send to the mail ids given in the tender document.,

SI.No	Page No.	Section (Name & No.)	Statement as per Tender	Query by Bidder	Justification for query (if any)