

## **Tender Document for**

# **SELECTION OF AGENCY FOR WEB HOSTING SERVICES, IMPLEMENTATION OF ONLINE/ E-Pharmacy SOFTWARE & ITS LOGISTICS MANAGEMENT**

**IFB No. HLL/RBD/2017-18/01 DT. 12-07-2017**

## **HLL Lifecare Limited**

(A Govt. of India Enterprise)

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

**Tel: + 0471 2354949. 2350959. 2350961. 2356352.**

## TABLE OF CONTENTS

<b>Titles</b>	<b>Page No.</b>
<b>Section – I : Notice Inviting Tender</b>	<b>03</b>
<b>Section – II : Bid Data Sheet</b>	<b>04</b>
<b>Section – III : Company Background</b>	<b>05</b>
<b>Section – IV : Eligibility Criteria</b>	<b>06-07</b>
<b>Section – V : Scope of Work</b>	<b>08-12</b>
<b>Section – VI : General Instructions To The Bidders</b>	<b>13-20</b>
<b>Section –VII : General Conditions of the Contract</b>	<b>21-25</b>
<b>Section-VIII : Special Conditions of the Contract</b>	<b>26-28</b>
<b>Annexure I : Price Bid</b>	<b>29</b>
<b>Annexure II : Deviations/ Exclusions Schedule</b>	<b>30</b>

## SECTION - I

### Notice Inviting Tenders

**HLL LIFECARE LIMITED** (HLL) is a ‘Mini Ratna’ Public Sector Enterprise under the Ministry of Health & Family Welfare, Govt. of India

M/s. HLL Lifecare Ltd hereinafter referred to as the “Purchaser” is pleased to invite sealed bids for the engagement of software service provider for the **supply of web hosting services, implementation of online/ e-Pharmacy Software & its Logistics Operations for a period of 36 Months** as per Terms and Conditions detailed in this tender document.

The tender is being invited on a **two bid system**- which includes the Technical Bid and the Price Bid.

The contract validity will be for **3 years** from the date of signing of Contract.

The scope of this tender in short is the “Supply of web hosting services, maintenance of software package which will provide end-to-end accurate business solution for the online/e-pharmacy business with its associated logistics for delivery to the end customer, across India within the time frame indicated in this document. HLL plans to address both, business and technology needs, through this Solution.

The details of service, scope of work and terms & conditions etc. are given in Tender documents. The same can be obtained from our office on any working day between 11:00 AM to 3:30 PM by paying **Rs. 1000/- by Cash / DD** (inclusive of ST) drawn in favor of HLL Lifecare LTD, payable at Thiruvananthapuram - 695012. Further, Tender documents can also be downloaded from our website [www.lifecarehll.com](http://www.lifecarehll.com). However cost of Tender documents i.e. **Rs.1000/- by D.D.** shall be submitted with the Bids.

Last date for Receipt of Technical & Price Bid	<b>02.08.2017 (14: 30 Hrs.)</b>
Opening of Technical Bid	<b>02.08.2017 (15:00 Hrs.)</b>

Opening of Price bid of qualified bidders will be informed later

Sealed bid are to be submitted by the closing date i.e. before 14.30 Hrs. on the Last date of Submission of Bids. The bids will be opened as scheduled in the presence of the bidders, who opt to be present. In the event of Bid opening date being declared is a closed holiday for HLL, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

In case you need any further information, please feel free to contact the undersigned on E-mail:[rbd\\_tender@lifecarehll.com](mailto:rbd_tender@lifecarehll.com). Tel: +0471 2354949, 2355426. Website – [www.lifecarehll.com](http://www.lifecarehll.com)

**Associate Vice President (RBD)**

## SECTION – II

### Bid Data Sheet

Sl. No.	Events	
1	Name of Tender	Selection of Agency for supply of web hosting services, implementation of online/e-Pharmacy Software & its Logistics Operations
2	IFB No	HLL/RBD/2017-18/01Dt. 12-07-2017
3	Tender cost (Non-Refundable)	<b>Rs.1,000/-</b> through demand draft from a scheduled/nationalised bank, drawn in favour of “ HLL Lifecare Limited”, payable at Thiruvananthapuram.
4	EMD	<b>Rs. 20,000/-</b> through demand draft from a scheduled bank, drawn in favour of “HLL Lifecare Limited”, payable at Thiruvananthapuram.
5	Bid Validity	<b>180 days (6 months)</b> from the date of opening price Bid
6	Date of start of bid	<b>12.07.2017, 10.00 Hrs.</b>
7	Date of commencement of sale of bidding document	<b>12.07.2017, 10.00 Hrs.</b>
8	Last date for sale of bidding document	<b>31.07.2017, 17.00 HRS</b>
9	Last date of submission of written queries on bid document	The queries have to reach well in advance but not later than <b>19/07/2017</b> by 1700 hrs through email or by post/courier.
10	Pre Bid Conference	<b>On 21.07.2017 at 11:30 AM</b> Venue: “Akshaya Hall”, HLL Lifecare Ltd, Corporate Head Office, Poojappura P.O, Thiruvananthapuram, Kerala
11	Last date for submission of Bids	<b>02.08.2017 (14:30 Hrs.)</b>
12	Opening of Technical Bids	<b>02.08.2017 (15:00 Hrs.)</b>
13	Place of submission/ opening of bids / Address for communication	<b>Associate Vice President (RBD)</b> <b>HLL Lifecare Limited</b> <b>HLL Bhavan, Poojappura,</b> <b>Thiruvananthapuram -695012</b> <b>Kerala, India</b> <b>E-mail: rbd_tender@lifecarehll.com</b>

**The Bid Documents can be downloaded from our website [www.lifecarehll.com](http://www.lifecarehll.com). The bid documents are non-transferable.**

## **SECTION - III**

### **Company Background**

HLL Lifecare Limited (HLL) is a Mini Ratna Schedule B Central Public Sector Enterprise under the Ministry of Health and Family Welfare, Government of India. HLL Lifecare limited (formerly known as Hindustan Latex Ltd), came into being on March 1, 1966 under Ministry of Health and Family Welfare. Over the decades, HLL has grown today into a multi-product, multi-unit organization addressing various public health challenges facing humanity.

The company's Corporate Head Office is situated at Thiruvananthapuram, Kerala. HLL today has seven state-of-the-art manufacturing plants which are - Peroorkada in Thiruvananthapuram for contraceptives, Kanagala (near Belgaum) in Karnataka for contraceptives and pharmaceutical products, Akkulam in Thiruvananthapuram for hospital products, Kakkanad in the Cochin Special Economic Zone, Kerala (2004) for female condoms and male condoms (export), Manesar in Gurgaon, Haryana for rapid in-vitro diagnostic test kits, Indore in Madhya Pradesh and Irapuram in Cochin is the moulding hub for male and female condoms.

HLL's Health care product range includes Contraceptives products, Blood Collection Bags, Surgical Sutures, Auto Disable Syringes, Vaccines, In - Vitro Diagnostic Test Kits, Pharmaceutical products for Women, Natural and herbal products, Hydrocephalus Shunt, Tissue Expanders, Surgical and Examination Gloves, Blood Banking equipment, Neonatal equipment, Blood Transfusion and Intravenous sets, Vending Machines, Iron and Folic Acid Tablets, Sanitary Napkins, Oral Rehydration Salts and Medicated Plasters etc. The company has a wide network of stockiest and retail outlets spread across the length and breadth of the country to market its products.

HLL today has four subsidiaries / joint venture firms, namely HLL Infratech Services Limited [HITES], Goa Antibiotics and Pharmaceuticals Limited [GAPL] HLL Biotech Limited [HBL] and Life Spring Hospitals Private Limited [LSH] state-of-the art manufacturing facilities and regional offices across India. HLL have Global presence in 115 countries.

The Retail Business Division (RBD) of HLL is the youngest business division of HLL and is into the Retail Pharmacy business. Retail Business Division operates under different brands and business models even though the operating models of the Division are mostly the same. The Retail Pharmacy Chains- AMRIT, AMRIT Deendayal Pharmacies, HLL Pharmacies & Surgicals, HLL Opticals, Free Generic Pharmacies (FGP) and Janasanjeevani stores etc. are to name a few of their brands. Through their various outlets RBD dispense all kinds of medicines, surgical implants and consumables, Opticals and ophthalmic products, Generic drugs etc. at significant discount to MRP.

## SECTION – IV

### 1. Eligibility/ Qualification Criteria:

- a) The bidder firm should have experience in the development and commercial deployment of e-health solutions (e-Pharmacy, e-Consult, e-Diagnostics, etc.) for a period of at least 2 years as on the last date of bid submission. Attach an undertaking in firm's letter head to this effect.
- b) Bidder should be an original developer of the proposed solution and have its own software development facility and should have experience in developing and implementing customized e-health solution without direct / indirect involvement of any third party. Attach an undertaking to this effect.
- c) Bidder must provide details of the cities being currently served by them. The list must include at least 25 Indian cities inclusive of all metros.
- d) The bidder must provide documents to prove capability of handling at least 1 million users in 3 months.
- e) The basic version of the proposed solution should be readily available with the bidder which can be customized and is implementable in 45 days.
- f) The bidder should demonstrate the capability to handle more than 1 Lakh daily hits on the software platform
- g) The bidder should have the capacity to service all cities where HLL have its Pharmacy establishments through on ground operations and logistics partnerships
- h) The bidder should have a Customer service & Operations set up equipped to handle over 1000 orders per day
- i) The bidder firm should have more than 25 employees, who are professional graduates with relevant software development expertise, on their payroll. Attach documentary proof in support.
- j) Bid should accompany an earnest money deposit of Rs. 20,000/- (Rupees Twenty thousand only) in the form of a Demand Draft drawn from a Scheduled commercial bank in favor of 'HLL Lifecare Limited' payable at Thiruvananthapuram. No other mode of payment will be accepted as EMD. The bidders are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of demand draft, any failure to comply with the same shall be at the risk of the bidder.
- k) The bidder should submit valid documentary proof of Sales Tax/VAT and the details of income tax registration number (PAN) as applicable.
- l) The bidder should not have been blacklisted by any state/central Government organizations/firms/institutions for which a declaration stating that the bidder has not been blacklisted by any institution of the Central/State Government in the past two years should be submitted.
- m) The bidder should have a positive net worth at the time of bidding. (Supported with Audited Balance Sheet and Profit & Loss Account or Annual Report for the past two financial years, Previous Financial year 2016-17 can be unaudited numbers).

- n) The bidder should have a minimum paid up capital of Rs.2 Crore. The bidder's annual average turn-over for the last 3 years should be at least Rs. 5Crore.
- o) Bidder should not participate in this tender as a distributor/reseller of the software, authorized vendor or as a consortium partner.

The bidder must fulfill the above eligibility criteria/ pre-qualification conditions for evaluation of their bids. Bids fulfilling the above eligibility/ pre-qualification conditions will only be considered for evaluation by the duly constituted evaluation committee. HLL reserves the right to reject the bid without making any reference to the bidder. The details of the evaluation system followed is illustrated in Instruction to Bidders (ITB) clause 3.19

## **2. Other Documents to be Submitted Along With Bid:**

The Technical Bid must be submitted neatly and securely with the documents proving the above mentioned eligibility criteria and the following documents:-

- a) Tender cost and EMD in separate envelopes.
- b) Profile of the Bidder and relevant experience
- c) Proposed product literature, modules offered and support methodology
- d) Project Team including CV of the team members.
- e) Methodology to be followed in execution of the project
- f) Project plan detailing phases and activities, dates and resource allocation
- g) Proposed hardware configuration including details of quantity and configuration of servers, back-up facility
- h) Training program for functional team and users
- i) System Integration Tests, User Acceptance Tests etc.
- j) Post go-live support methodology
- k) Organizational structure of the Bidder & escalation mechanism for technical issues
- l) Signed copy of Tender Document (all pages including annexure, forms to be signed & stamped)
- m) List of Deviations / exclusions.
- n) Signed copy of Price Schedule (Blank Price Bid with prices blanked as 'XXXX') confirming that the bidder is submitting his price schedule in this format given.

## SECTION – V

### Scope of Work

#### General Scope

A) The general scope of work primary includes but not limited to the following:

- \* Supply installation, management, maintenance and Web hosting of application software, related software, and databases. The Services also includes but not limited to the managing and maintaining Operating System, Data Base Management System, Servers, Network, Firewalls, Patch Management, Change Management, Backup Management etc., interfacing retained applications with the proposed solution, planning and executing necessary tests on the proposed solution for compliance of requirements specifications, compliance of audit recommendations, performance testing, roll out Stabilization, post go-live support etc.
- \* The website should be available in all major languages satisfying the requirements of HLL
- \* Management of the proposed platform which shall inter alia include Logistics, Customer Service, Return processing, Account reconciliation, Customer Communication through email and SMS, Cash collection & reconciliation and overall system administration and process management and online marketing of the solution for business generation
- \* The requisite resources/services should be available 24X7X365 basis with 99.95% uptime having Max. of 15 Min RPO and 2 hours of RTO.
- \* Standard licensed database should be used. Bidder has to manage the System Software and associated licenses for the entire period
- \* Providing warranty services for the solution as a whole.
- \* The contract period will be for **3 years** from the date of go-live post which the agreement may be continued/revised with fresh terms and conditions or purchaser may invite fresh tenders.
- Dashboards should be provided as part of MIS to present the overall information of activities which shall be customized as per HLL's requirements
- Training of users and core team members including developing necessary documentation, user manuals, training material, conducting change management workshops etc.

B) The Server Maintenance and Management also includes following in details:-

- Ensuring timely deployment of all latest update/upgrades of patches/versions/releases for all software/system software released by the respective OEMs
- The web hosting must be within India. No data should be kept outside the boundaries of India at any point of time. Relevant supporting documents shall be provided to HLL anytime on request.
- Bidder should guarantee the Safety & Security of the Data/ Information's and shall enter into a detailed Non-Disclosure Agreement with HLL
- Bidder to ensure that computer systems/servers have sufficient storage space at any point in time and is expected to do archival/indexing of database at regular intervals in consultation with HLL and submit the report on a monthly basis



- Bidder should ensure load balancing including usage and other statistics of the website and its sub-domain.
- Bidder to ensure hardening of all servers and associated hardware as per standards
- Bidder to ensure implementations of latest and sturdy security features in order to protect proposed website from hacking, phishing, Malware attacks etc. as suggested by regulatory authorities from time to time without any extra cost.
- Bidder has to ensure daily backup of all the servers and restoration of the same as and when required
- Bidder to implement WAF (Web Application Firewall) and DDOS prevention solution, mandatorily.
- Bidder should have minimum Tier III architecture for data centre management and should submit the necessary proofs for the same
- Bidder should have 24\*7\*365 days helpdesk support system in place
- Bidder to provide service uptime/ availability report for computations and determinations of service uptime/availability on a quarterly basis
- Relevant documents/certificates to be provided at the time of submission of tender.

C) The proposed solutions must have all the following functions as natively integrated applications on a single interoperable open platform and not the integration of multiple products and overlapping middle ware.

The scope of Web hosting software shall inter-alia consist of the following:

1) **Website & Mobile Application for Android and IOS platform**

a) **User Profile**

- i) Email id / Phone
- ii) Patient detail
- iii) Order history / Order status
- iv) Health Records
- v) Add/edit details

b) **Product Listing**

- i) Clear information regarding generic salts in the medicines, and also available prices, format of the medicines (e.g. Tablet, Capsule, Syrup along), SKU details (e.g. 10 tablets per strip) and strength
- ii) Drug database and ability to map & display available inventory by location
- iii) Medicine information such as side effects, basic information about medicines that consumers should know
- iv) Listing to provide identification of Rx and non Rx products
- v) Functionality to show substitutes for any particular medicine searched
- vi) Platform should be developed to consume 3<sup>rd</sup> party APIs for information

c) **Ordering**

- i) Availability of product shown to customer must be a function of pin-code for order delivery
- ii) Website/App to have cart and checkout functionality, along with multiple modes of payment as available in most e-Commerce

- iii) Orders only accepted against current active SKU list for a particular pin-code mapped for a vendor
  - iv) Checkout must have ability to Capture Rx from gallery or image in PDF / JPG / JPEG / PNG formats
  - v) Captured Rx should be part of health records for the customer
  - vi) Payment: COD and online payment integration including UPI / CC /DC /Net banking etc.
  - vii) Functionality to offer special deals, Loyalty programs, additional services, addition of convenience fee as per location and order value; in line with available functionality in e-pharmacy platforms
- d) Customer Communication/ Customer Service**
- i) Necessary confirmation with customer about the order acceptance, Rx validation, Stock availability, Order out for Delivery, Delivered, Cancelled etc.
  - ii) To add/delete medicine on customers request
  - iii) Entertain customers request on order status, delivery preference
  - iv) Easy tracking for orders
  - v) Communicate and confirm any changes in order due to stock or price issues
- 2) Operations Management / Order Life Cycle Management**
- a) Partner Pharmacy Network Management**
- i) Onboarding a Pharmacy
  - ii) Vendor panel on which vendor can add product list and manage order processing
  - iii) Adding a vendor with serviceable pin-codes specific to that vendor
  - iv) Capturing Vendor details: Name / Address / DL details
  - v) Mapping the serviceable product list against the vendor: SKU's are mapped against the pin-code
- b) Order Processing**
- i) Clear list of orders to be processed and functionality to mark progress (e.g. packaging done)
  - ii) Automated processing systems to ensure all orders and dispatches are tagged and tracked
- c) Customer Care**
- i) Order Confirmation-System for Digitization of every Prescription
  - ii) Verify order details and COD confirmation- Ability to collect customer feedback, Star ratings and Net Promoter scores (NPS)
- d) Broadcast order to respective areas/city vendors**
- i) Communication with specific Pharmacy Store
  - ii) Information of Confirmed order to the Pharmacy Point of contact via : email/sms /notification in Order management tool
  - iii) Communicating customers request for any change in order details or delivery preference request etc.
- e) Reconciliation Dashboard**
- i) Central Admin and pharmacy specific view on summary of transactions
  - ii) Payment history and pending payments details
- f) Web Hosting**

- i) Maintaining the site functional at all times
- ii) Handling high con –current user and maintaining good response time.
- g) **Reporting and Analytics**
  - i) Customized report generation on the captured data
  - ii) Consumer / Ordering insights, as required in pre agreed formats
  - iii) Financial reporting
- 3) **Logistics and operations management**
  - a) **Order Delivery**
    - i) Managing team of well-trained Delivery experts
    - ii) Preparation of Delivery Run sheets (DRS)
      - (1) Customer Details
      - (2) Delivery address
      - (3) Contact Details
      - (4) COD/Card etc. information
      - (5) Routine planning
    - iii) Picking of the packed orders from respective stores and delivering to the end customer within specified TAT
    - iv) Managing returns.
1. **Reconciliation**
  - (1) Financial recon dashboard
  - (2) Daily closure of cash received as defined and mutually agreed between the Parties.
- D) **Order fulfillment:** The Bidder/Service provider should also be in a position to supplement HLL's efforts in delivering the medicines to the end consumers by providing those items which are hosted in the website product list, but not available at HLL's concerned store/warehouse from where the order is intended for pickup. In such an event, the Service provider shall provide the same drug/item ordered by the customer and no substitution shall be permitted. The Liability in the event of wrong drugs/items if any, delivered to the customer will be with the Service provider and not with HLL

The service provider shall also pay a specified margin to HLL on the incremental sales on account of such items which are hosted in the website product list, but not available at HLL's concerned store.

## Hardware Requirements

- As the proposed solution will be managed by the Service Provider, no Hardware procurement/Management will be done by the purchaser. In case any additional setup is required on premises/off premises, the cost of such additional setup (i.e. Hardware/software/OS/Runtime environment / Middleware/ Maintenance & Support etc.) should be considered by the bidder while finalising the commercials.
- Bidder should provide maintenance support for Hardware / Software / Operating System/ Middleware over the period of agreement from the date of installation. All products updates,

upgrades & patches should be provided by the Bidder/Vendor free of cost over the period of agreement from the date of installation.

- The Bidder should keep HLL explicitly informed the end of support dates on related products/hardware and should ensure support during the life of the contract.

## **Training**

- The successful bidder shall train designated HLL officials on the configuration, operation/functionalities, maintenance, support & administration for software/ /hardware/ Database/ OS/ Middleware, application architecture and components, installation, troubleshooting processes of the proposed solution.
- Any additional onsite training requested by HLL should be provided on mutually agreed terms with the successful bidder.

## **Geographical Scope**

- The geographical scope of the proposed implementation includes all States and Union Territories (UTs) of India, however initially the services shall be provided at those locations wherever HLL or their associates are having Retail outlets/warehouses.

## SECTION - VI

### Instructions to Bidders

This section aims to provide guidelines/Instructions for Bidders, to be used while submitting the Proposals. These are generic in nature, but Bidder is required to abide by them during the currency of the Project. The section also explains the process of bid evaluation and the criteria for evaluation which will be followed by HLL

#### 1. Pre-Bid Conference (PBC)

- a. HLL shall hold a pre-bid conference (PBC) as per schedule mentioned in this RFP. In this PBC, HLL would address the clarifications sought by the bidders with regard to the RFP document and the project.
- b. A prospective Bidder requiring any clarifications shall consolidate all such queries and notify HLL by e-mail latest by two working days before the Pre-Bid Conference (PBC). The response/clarification shall, to the extent possible be made in writing. HLL shall not be responsible for any delay including but not limited to any postal delays.
- c. HLL reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. The corrigendum or final decisions after PBC will be published on HLL website "[www.lifecarehll.com](http://www.lifecarehll.com)".

#### 2. Cost of Bidding

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 the outcome of the bidding process.

#### 3. The Tender Document

The bidder is expected and deemed to have read, examined/ perused, complied/ agreed to all instructions, forms, terms and specifications etc. in the tender document while bidding. Failure to furnish all information required and/or false/incorrect information and/or ambiguous/ irrelevant information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

The Bidder will be required to return the original Tender Document duly signed and seal by competent authority on each page as a part of the response to the Tender. It shall be expressly agreed therein by the Bidder that he has read and understood the complete Tender Document and shall comply with the same. However the signature on the PRICE SCHEDULE alone shall be deemed as acceptance of all the documents enclosed to the Tender.

Deviations and exceptions, if any, from the tender specifications and other parts of the Tender Document, shall be listed out separately and clearly by the Bidder as per the format in Annex-2. However HLL reserves the right to accept or reject the same. If Deviations and exceptions are not clearly listed as such, they will not be considered by HLL later.

#### **4. Compliance to ethical standards**

HLL attaches top most priority to adherence to the highest ethical standards in all its transactions and expects the same from all entities it enters into any relationship with. Accordingly, it expects every Bidder to observe the highest standard of ethics and integrity during the bidding process and if successful, during all stages of the project. If a bidder is found to have indulged in any corrupt or fraudulent practice or in any practice which is not in conformity with the highest ethical standards, then the bid will stand rejected. In such a case, HLL may even go to the extent of black-listing the bidder and barring it from responding to any future enquiries / tenders floated by it.

#### **5. Clarification on Bidding Documents**

- The Bidder is required to carefully examine the bidding documents, terms & conditions, form of agreements, and all other details relating to scope of project given in the Bidding Documents and fully acquaint itself as to all conditions and matters which may in any way affect the work or the cost thereof. Bidder is deemed to have known the scope, nature and magnitude of the work and the requirements of all the necessary resources including materials, labour etc.
- A prospective Bidder requiring any clarifications on the Bidding Documents shall consolidate all such queries and notify HLL in writing or by fax or e-mail at the mailing address latest by two working days (not later than **19/07/2017 17.00 hrs.**) before the Pre-Bid Conference (PBC) dated **21/07/2017 11.30 AM**. The response/clarification shall, to the extent possible be made in writing. HLL shall not be responsible for any delay including but not limited to any postal delays.
- Bidders are requested to attend the Pre Bid Meeting to be convened on the scheduled date and venue mentioned. Pre Bid minutes will be circulated to all participating bidders. Bidders who have downloaded the tenders from HLL website are requested to inform HLL of their interest in participation without fail.
- Any neglect or omission or failure on the part of the Bidder in obtaining necessary and reliable information as stated above or on any other matter affecting the Bidder, shall not relieve the Bidder from any risk or liability or the entire responsibility for completion of the work in accordance with the Bidding Documents.

#### **6. Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, HLL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

The amendment will be notified in our website: [www.lifecarehll.com](http://www.lifecarehll.com), all prospective Bidders that have received the Bidding Documents, such amendments shall be binding on them. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bid, HLL may, at its discretion, extend the deadline for the submission of bids in which case HLL will notify the amendment of the extended deadline in our website [www.lifecarehll.com](http://www.lifecarehll.com).

#### **7. Bid Validity Period**

All bids, not rejected for any other reason, will remain valid for a period of 6 months (180 days) from date for submission of Bids as prescribed in the Tender Document. In case of a bidder revoking or

withdrawing/canceling his Tender, varying any term in regard thereof during the validity period of the Tender without the written consent of HLL, the Tender submitted shall be liable for rejection and will entail forfeiture of the Earnest Money paid along with the Tender

## **8. Extension of Period of Bid Validity**

In exceptional circumstances, HLL may request all the Bidders consent to an extension of the period of validity of their respective bid. The request and the response thereto will be made in writing. Extension of validity period by the Bidder must be unconditional. The Bidder will not be permitted to modify his bid.

## **9. Bid Parts**

Every Bidder is required to submit his bid in two parts – a techno-commercial unpriced bid and a price bid, in separately sealed envelopes super scribed as Techno-commercial unpriced bid and Price bid respectively:

### **Part 1-Techno commercial unpriced bid**

This part shall contain the following:

- a. Tender Cost and EMD through demand draft from a scheduled bank, drawn in favour of “HLL Lifecare Limited”, payable at Thiruvananthapuram..
- b. Confirmation on submission of documents and mandatory eligibility criteria requirements as per Section V.
- c. The Technical and Commercial Bids are to be submitted in two different envelopes and to be put in the sealed packet super scribed as “Techno-commercial unpriced bid” on the cover.
- d. The Technical bid should be submitted in original plus one copy. The copy of the technical bid should be made from the original bid after completing the original bid in all respects including signatures. The original should also be marked as “Original Technical bid”.

### **Part 2-Price bid**

- a. This part shall contain the Price bid as per Annexure 1.
- b. All pages of the bid submitted must be signed and sequentially numbered by the authorized signatory of the bidder in acceptance of all the terms and conditions, irrespective of the nature of the content of the page in the format: “Current page no. /total no. of pages”. Unsigned and Unstamped bids shall be summarily rejected.

## **10. Authorization required in respect of the person/persons for submission of the Bid**

- All pages of the original Bids must be signed by the person or persons, duly authorized to sign such a Bid. This authorization in favor of person/persons signing the bid must be duly supported by a stamped Power-of-Authority must be submitted along with the Bid.
- Any changes, erasing, alterations, additions or overwriting made in the Bid will be valid only if the person or persons signing the bid have authenticated the same with their signature.

## **11. Addressing the Bid**

The Bid packets must be addressed to the below address

Associate Vice President (RBD)

HLL Lifecare Limited,  
Corporate and Registered Office,  
HLL Bhavan, Poojappura P.O,  
Thiruvananthapuram, Kerala -695012  
Phone No: 0471-2354949.  
Email: rbd\_tender@lifecarehll.com

The outer envelope must clearly indicate “**HLL/RBD/2017-18/01 DT. 11-07-2017; Last date for bid submission 31/07/2017; 14:30 Hrs.**”

The envelopes must also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared “late.” If the outer envelope is not sealed or marked as required, HLL will assume no responsibility for the bid’s misplacement or premature opening and consequent rejection.

The envelopes shall bear the following identification:

“For supply, installation, implementation of online/ e-Pharmacy Software & its Logistics Operations for HLL for a period of 3 years” Tender Reference: **HLL/RBD/2017-18/01 DT. 11-07-2017 “Do not open before 31/07/2017”**

All the envelopes containing the Bid documents must be put in a tamper proof packet and sealed

## **12. Earnest Money Deposit (EMD)**

- a) The Bidder must submit Earnest Money Deposit (EMD) **of Rs. 20,000/- (Rupees Twenty thousand only)** along with the Technical Bid in the form of Demand Draft valid for a period of six months (from the date of bid) from any Nationalized Bank in favor of HLL Lifecare Ltd., Thiruvananthapuram payable at Thiruvananthapuram. Non-submission of EMD will lead to rejection of the bid.
- b) The EMD is interest free. The EMD of the unsuccessful bidder will be returned after acceptance of purchase order by the successful bidder.
- c) The EMD of the successful bidder shall be returned after the acceptance of the purchase order.
- d) The EMD may be forfeited:-
  - i) In case of any Bidder: if he withdraws the bid during the bid validity period
  - ii) In case of the successful Bidder:
    - (1) If he fails to sign the agreement and/or commence the work within the date to be agreed upon after issue of purchase order as described in the Tender Document.
    - (2) If he fails to submit the performance guarantee if any within specified time frame.

## **13. Technical bid**

The Technical Bid should comply with the pre-qualification criteria as per clause 1.3. The Technical Bid should be completed in all respects and contain all information asked for ie. Documents to prove the mandatory eligibility criteria as per clause Section V. Bid without these documents will be summarily rejected.

## **14. Minimum Value for Transactions for free delivery**



It is proposed to fix a minimum transaction value of **Rs.500/- (Rupees Five hundred only)** per transaction, below which the orders will carry fixed delivery charges payable by the customer.

## 15. Price Bid

- a) Price Bid should be submitted in the format given in Annexure-1 only.
- b) Once the bid is submitted in a sealed cover by the bidder, the purchaser will not accept any additions/ alterations/ deletions of the Bid. However, the purchaser reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by the purchaser.
- c) Quoted prices should be firm and inclusive of all applicable taxes, duties, Levis etc. and cost of all other expenses related.
- d) Prices quoted by the bidder shall remain firm during the bidder's performance of the contract. A bid submitted with any conditional price will be treated as non-responsive and shall be summarily rejected. However the bidder should pass on the benefit to the purchaser if there is any price reduction in the meantime.
- e) Any technical bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes.
- f) The offer should remain valid for a minimum period of 180 Days from the date of opening of the Commercial Bid. Any offer falling short of the validity period is liable for rejection.

## 16. Deadline for submission of Bids

- a) No bids will be accepted after the specified date & time clause 1.4.2 and 1.4.3. In the event of the specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the same time on the next working day.
- b) The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the tender documents.
- c) From the date of issue, the amendments to Tender Document shall be deemed to form an integral part of the Tender Document.

## 17. Delayed Bids

Any bid received by HLL after the deadline for submission of bids prescribed by HLL will be rejected and/or returned unopened to the bidder.

## 18. Evaluation and Comparison of Bids

The bids shall be opened in the following sequence:

1. HLL will open the EMD and Tender fee envelope first and then the Eligibility/Technical Bid respectively. In case, the EMD/Tender fee/Eligibility/Technical bid is/ are not found in order the bid are liable for rejection.
2. The Techno Commercial Evaluation comprises of two parts:
  - (a) Evaluation based on mandatory eligibility criteria
  - (b) Presentation/Demonstration.

**(a) Evaluation based on mandatory eligibility criteria:-**

The bidder must fulfill the eligibility criteria/ pre-qualification conditions as mentioned under Section V, page 12 for evaluation of their bids. The purchaser reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by the purchaser. Bids thus fulfilling conditions and fulfilling the eligibility criteria will only be called for making the presentation/demonstration by the duly constituted evaluation committee.

**(b) Evaluation Based on Presentation/Demonstration:-**

- i. Presentation will be evaluated on a total of 50 marks. And every bidder who shall score 75% marks only will be considered for financial bid opening. That is a Bidder obtaining 37.5 marks and above will only be invited for price bid opening.
- ii. The purpose of demonstration would be to allow the Bidder to demonstrate the product end to end in a real-time environment or selected process from the functional areas, to have an objective assessment of the features available in the proposed product.
- iii. The purpose of such presentations would be to allow the bidders to present their proposed approach to the committee and the key points in their proposals. Failure to present may result in rejection of the bid.
- iv. During and after the presentation, HLL may seek explanations on various technical and other requirements and may also conduct a reference check for the experience credentials submitted by the Bidder. Bidder has to appropriately respond to any explanations sought by HLL within 2 (two) working days. Scoring of presentation would be done on the basis of the contents of the presentation and the response/explanations/clarifications received from the bidder. Any explanation/clarification received after the timeline of 2 (two) working days would not be considered for the purpose of scoring.

**3. Evaluation of Price Bid**

The committee will open the Price Bid of only those Bidders who qualify in the presentation/demonstration as mentioned above. The date, time and place for opening the Price Bids will be communicated to the eligible bidders. The Bidders may send their representatives to attend the opening if they wish.

The comparison shall be of the total weighted percentage obtained by each bidder under the below mentioned evaluation system.

**1) Evaluation of Table 1 of price bid:-Weightage of 90%**

The bidder must quote a percentage of the value transaction as his fee. The bidder should incorporate all his expenditure in this which includes all software and hardware related operations, services as detailed in the scope of work including on ground operations and logistics for ensuring on time delivery to the end consumer.

For obtaining the weighted value of a Bidder .The L1 value will be divided by the percentage quoted by that bidder. Each value so obtained will be multiplied by 90(weightage) in order to obtain the weighted value of each party as the weightage given is 90%.

The same is illustrated below with example

**Example: -Weighted Value of Table 1**

Percentage quoted by Bidder A is 5%

Percentage quoted by Bidder B is 10%

Percentage quoted by Bidder C is 7%

Bidder A in the above scenario has quoted the lowest percentage hence 5% is the L1 value.

**Weighted value calculation of Bidder A**

Step 1=  $(5\%/5\%) = 1$ ,

Step 2=  $1(\text{obtained in Step 1}) \times 90 = 90\%$

**Weighted value calculation of Bidder B**

Step 1=  $(5\%/10\%) = 0.5$ ,

Step 2=  $0.5(\text{obtained in Step 1}) \times 90 = 45\%$

**Weighted value calculation of Bidder C**

Step 1=  $(5\%/7\%) = 0.714$

Step 2=  $0.714(\text{obtained in Step 1}) \times 90 = 64.26\%$

**2) Evaluation of Table 2 of Price bid- Weightage 10%**

For obtaining the weighted value of Each Bidder .The percentage quoted by each bidder will be divided by the highest percentage quoted, i.e. the H1 .Each value so obtained will be multiplied by 10 (weightage allotted) in order to obtain the weighted value of each party.

The same is illustrated below with example

**Example: Weighted Value of Table 2**

Percentage quoted by Bidder A is 20%

Percentage quoted by Bidder B is 15%

Percentage quoted by Bidder C is 10%

Bidder A in the above scenario has quoted the highest percentage hence 20% is the H1 value.

**Weighted value calculation of Bidder A**

Step 1=  $(20\%/20\%) = 1$ ,

Step 2=  $1(\text{obtained in Step 1}) \times 10 = 10\%$

**Weighted value calculation of Bidder B**

Step 1=  $(15\%/20\%) = 0.75$ ,

Step 2=  $0.75(\text{obtained in Step 1}) \times 10 = 7.5\%$

**Weighted value calculation of Bidder C**

Step 1=  $(10\%/20\%) = 0.5$

Step 2=  $0.5(\text{obtained in Step 1}) \times 10 = 5.0\%$

### **Overall score of the bidder for final comparison (Weighted value of table 1+Weighted Value of Table 2)**

The TOTAL offer of each Bidder will be calculated by adding all the percentages mentioned above. The bidder earning the **highest percentage** overall would be the successful bidder.

From the above examples we may note that the percentage offer of Bidder A is =90%+10%= 100%

### **19. Signing of Contract**

- a. Work order shall be issued by HLL to the successful bidder inviting him to visit HLL for finalization & signing of the contract.
- b. Contract document has to be signed within fourteen (14) days from receipt of work order.
- c. The contract agreement to be signed in English language in two originals, one each for HLL and Bidder.

### **20. Performance Guarantee**

Performance Guarantee shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Bidder and HLL.

The Bidder shall furnish a Performance Guarantee in the form of irrevocable Bank Guaranty issued from any Nationalized Bank in India and having a branch at Thiruvananthapuram, within 15 days from the date of issue of Purchase Order by HLL, for an amount of Rs. 20 Lakhs (Rupees Twenty Lakhs only), valid for a period of 3 years and three months from the date of first purchase order.

### **21. HLL's Right to accept or Reject any or all Bids**

HLL reserves the right to reject any or all the Bids, or to accept any Bid wholly or in part, or drop the proposal of receiving Bids at any time without assigning any reason thereof and without being liable to refund the cost of the Bid document thereafter and without liability for any loss or damage if any suffered by the Bidder in submitting his offer and /or conducting discussions etc.

### **22. Terms of Payment**

Payment of the Bills would be made on receipt of the following documents:

- Three copies of invoice.
- Account details for payment through RTGS/NEFT, i.e., Name of Bank, Name of Branch, IFSC Details, Account No. etc. if applicable.

### **23. Languages of Bid**

- All bids and supporting documentation shall be submitted in English and should be clear, free from jargons and ambiguous words or phrases requiring interpretation. Expressions like "subject to availability", "subject to acceptance", "to be provided later" etc. shall not be accepted.
- Incomplete tenders, amendments and alterations to the tender received after opening and/or tenders submitted late are liable to be rejected.

## **SECTION - VII**

### **General Conditions of the Contract**

#### **1) Scope of Work**

- i) The scope of work of this contract will include all the services detailed in Section V of this Tender.

#### **2) Project Plan**

- a) In close cooperation with HLL and based on the Preliminary Project Plan included in the Bidder's bid, the Bidder shall develop a detailed project plan encompassing the activities specified in the Contract.
- b) Changes to the Project Plan, if required, shall be made with the mutual consent of HLL and the Bidder.

#### **3) Design and Development**

- a) Bidder shall execute the basic and detailed design and the implementation activities necessary for successful implementation of the solution in compliance with the provisions of the Contract or were not so specified, in accordance with good industry practice.
- b) The Bidder shall be responsible for any discrepancies, errors or omissions in the specifications, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by HLL or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Bidder by or on behalf of HLL.

#### **4) Online Help Facility**

- a) The system should also provide context based online help capability for every form /process in the proposed Solution. This on-line help text / facility should be customizable to make it HLL processes specific. The successful bidder must indicate how it proposes to make the online help tailored to HLL requirement.

#### **5) Product Upgrades**

- a) At any point during performance of the Contract, technological advances be introduced by the Bidder for Subsystems originally offered by the Bidder in its bid and still to be delivered, the Bidder shall be obligated to offer to HLL the latest versions of the available Subsystem has equal or better performance or functionality without additional financial commitment to HLL.
- b) No unauthorized code: The Bidder shall not offer/supply any software that HLL is not licensed to use, unless the product is activated by a required license key. The Bidder shall also certify that all their products and updates as supplied to HLL shall be free from viruses, worms, Trojans, spyware etc.

#### **6) Acceptance Tests**

- a) Sufficient tests shall be carried out to check the fulfillment of functional requirements as per scope

- b) The Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Bidder, but shall be conducted with the cooperation of HLL before Commissioning of the Solution.
- c) The Bidder shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Acceptance Test that HLL has notified the Bidder. Once the Bidder has made such remedies, it shall notify HLL

**7) Upon the successful conclusion of the Acceptance Tests, the Bidder shall notify HLL.**

**8) Go-Live**

- i) Supply, customization & implementation, training, user acceptance testing and roll out. Go-Live in simple terms would mean start of commercial operations of the online pharmacy – Accepting and fulfilling of orders and ensuring delivery to end customer within the time mutually agreed by HLL and the Service Provider

**9) Delivery schedule**

The go-live should be completed in **60 days** from the date of issue of purchase order.

**10) Defect Liability/ warranty period**

- a) The Bidder warrants that the solution, including all Subsystem and other Services provided, shall be free from any default, defect or deficiency in the design, engineering, and performance/workmanship that prevent the solution and/or any of its components from fulfilling the Requirements or that limit in a material fashion the performance, reliability, or extensibility of the solution.
- b) The defects liability period shall commence from the go-live for a period of 1 year.
- c) If during the warranty period any default, defect or deficiency is found in the design and performance/ workmanship of the solution and other Services provided by the Bidder, the Bidder shall promptly, in consultation and agreement with HLL, and at the Bidder's sole cost repair, replace, or otherwise make good (as the Bidder shall, at its discretion, determine) such default, defect or deficiency as well as any damage to the solution caused by such default, defect or deficiency.
- d) If the solution cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, the defects liability period for the solution shall be extended by a period equal to the period during which the solution could not be used by HLL because of such defect and/or making good of such default, defect or deficiency.
- e) All equipment provided, installed, commissioned for the proposed project, should be registered with the respective original equipment manufacturer OEMs in the name of HLL.

**11) Ownership of Documents and Copy Rights**

- a) All study documents, data and specification prepared by the Bidder shall be the property of HLL. As and when required or upon termination of the agreement, the aforesaid documents of all versions shall be handed over to HLL. Bidder shall take all necessary steps to ensure confidentiality in handling of all the matters pertaining to data, specifications, methods and

other information developed or acquired or furnished by HLL by means of this agreement or in the performance thereof.

- b) Intellectual Property Rights in the base products and Standard Materials shall remain vested in the owner of such rights. HLL shall be granted non-exclusive, and paid up license to use the base products and Standard Materials, including modifications thereto for the purposes agreed herein. The Intellectual Property Right of the other elements of the Solution shall be exclusively with HLL. However HLL has rights to transfer the base product licenses to any Unit/Plant/Office of HLL.

## **12) Transfer of Ownership**

Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by Clause Ownership of documents and copyright. The bidder shall grant HLL a perpetual license to use the software without any additional payment or obligations to enter into a contract for maintenance or support.

## **13) Patent Infringement**

- a) The Bidder shall protect, indemnify and save harmless HLL, its employees, directors, customers and users of his products, against all liability, including cost, expenses, claims, suits or proceedings at law in equity or otherwise, growing out of or in connection with any actual or alleged patent infringement (including process patents, if any) or violation of any license and will defend or settle at the Bidder's own expense any such claims, suits or proceedings.
- b) HLL will notify the Bidder in writing of any such claim, suit, action or proceeding coming to his attention, giving authority and all available information and assistance for the Bidder's defense of the same. The Bidder shall appoint a counsel at his own expenses in consultation with HLL to collaborate in the defense of any such claim, suit, action or proceeding.

## **14) Liquidated Damages for Delays**

- a) If the bidder fails in the due performance of the contract within the time-lines and scope as mutually agreed between the Parties in writing, bidder shall be liable to pay liquidated damages to the extent of a sum of 0.10% of the contract value per day, subject to a maximum of 10% of the contract value confirmed for installation. Once the maximum is reached, HLL may consider termination of the contract. In assessing such delays, HLL's decision is final and binding on the bidder. The penalty for late delivery/non-delivery will be deducted from the bill amount.
- b) Contract value is defined as the order value confirmed for installation

## **15) Service Level Agreement**

Selected bidder will have to sign a SLA (Service Level Agreement) with the purchaser detailing inter alia the Web hosting services, Software Development, Performance & maintenance of the software, other online web based revenue models, updating the software, periodical backup of data etc. till the validity of the agreement.

## **16) Termination of Contract**

- a) HLL may at any time terminate the contract, if the bidder is unable to provide the services as per the contract. In such cases, if any amount is due to the Bidder on account of the work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions

of the contract and after alternate arrangement to complete the work has been made at the Bidder's cost and risk.

- b) In the event the Bidder's Company or the concerned Division of the company is taken over/bought over by another company, all the obligations under the agreement with HLL, should be passed on the compliance by the new company new Division in the negotiation for their transfer.

### **17)Governing Law and Disputes**

The courts at Thiruvananthapuram shall alone have jurisdiction and the applicable laws shall be the Laws of India.

### **18)Corrupt or Fraudulent Practices**

- a) Bidders shall observe the highest standard of ethics during the procurement and execution of the contract.
- b) HLL will reject a proposal for award if it determines that the Bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) HLL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

### **19)Indemnity Clause**

- a) The Bidder assumes responsibility for and shall indemnify and save harmless HLL, from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost which are, or may be required with respect to any breach of the Bidder's obligations under the Contract, or for which the Bidder has assumed responsibility under the Contract, including those imposed under any contract, local or national and international law or laws, or in respect of all salaries, wages or other compensation of all persons employed by the Bidder in connection with performance of any work covered by the Contract. The Bidder shall execute and deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary thereunder to confirm and effectuate the Contract and to protect HLL.
- b) HLL shall not be in any way held responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by Bidder under this contract.

### **20)Force Majeure clause**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have



been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

## **21) Miscellaneous**

- a) No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid and forfeiture of EMD/Security Deposit.
- b) The Bidder shall be entirely responsible for all taxes, duties, octroi, license fees, etc., incurred for performance of the services. If there is any reduction in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to HLL.
- c) The selected bidder shall not, without HLL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of HLL in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. An NDA should be signed in this regard with HLL.
  - i) If the selected bidder is not able to fulfill its obligations under the contract, which includes non- completion of the work, the HLL reserves the right to accomplish the work through another bidder and EMD / Security Deposit of bidder will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be borne by the selected bidder.
  - ii) HLL reserves the right to annul the bidding process at any time prior to award of Contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the ground of HLL's action.
- d) No boarding /lodging / travel will be provided by HLL to the staff of Bidder for attending any meeting or discussion convened by HLL or in connection with implementation of the Board solution. The same has to be arranged by the successful Bidder at its own cost.

## **SECTION - VIII**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **1) Scope of Contract**

- a) Unless otherwise expressly limited in the Section 2 (Scope of work) of tender document, the Bidder's obligations involve ensure the completeness finalise design plan, supply of all necessary software, advice on hardware/network requirement, product implementation and hosting, data collation and migration, integration, testing, acceptance, achieving go-live, user training, stabilization and ensuring stabilization acceptance of the proposed software, provision of all the proposed software components and materials as well as performance of all services, as tendered in this document & in accordance with the plans, procedures, specifications, and any other documents specified in the Contract and the Agreed and Finalized Project Plan, at no additional cost.
- b) The Bidder shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items, service materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Go-Live Acceptance and Stabilization Acceptance of the "SOLUTION" as if such work and / or items and Materials were expressly mentioned in the Contract, at no additional cost.
- c) If a work is transferred from the jurisdiction of HLL to any Successor, while the Contract is in subsistence, the Contract shall be binding on the Bidder and the Successor in the same manner and take effect in all respects as if the Bidder and the Successor were parties there-to from the inception and then corresponding office of the competent authority of the Successor will exercise the same powers and enjoy the same authority as conferred to HLL under the original Contract entered into and the Project Manager so appointed shall have the same powers as envisaged in the Contract.

#### **2) Project Coordination**

- a) HLL shall appoint a Project Manager and notify the Bidder in writing the name of the Project Manager within fourteen (14) days of signing of the Contract. HLL may also from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Bidder without delay. The Project Manager shall have the authority to represent HLL on all day-to-day matters relating to the implementation or arising from the Contract. All notices, instructions, orders, certificates, approvals, and all other communications under the Contract shall be given by the Project Manager, except as otherwise provided for in this Contract. All notices, instructions, information, and other communications given by the Bidder to HLL under the Contract shall be given to the Project Manager, except as otherwise provided for in this Contract.
- b) The Project Manager may at any time delegate/revoke to any person any of the powers, functions, and authorities vested in him or her of which due notice in writing will be given. Failure of the Project Manager to reject any part of the "Solution" viz., software modules, equipment, materials, workmanship etc., or to disapprove any work or materials shall not prejudice HLL to reject such software module, Equipment, Materials, workmanship etc., or to disapprove such work or materials and to order re-supply of such software module, Equipment

& Materials or to pull down, remove or break up such disapproved work at the cost of the Bidder, provided the Bidder fails to comply with the direction and requirement of HLL therefore. The decision, opinion, certificates or valuation of HLL in respect of any matter under this Clause shall be final, binding and conclusive. If the Bidder is dissatisfied by reason of any decision, opinion, direction, certificate or valuation of the Project Manager, they shall be entitled to refer the matters to HLL who shall thereupon confirm, reverse or vary such matters.

- c) The Bidder shall appoint the Bidder's Representative within fourteen (14) days of the signing of the Contract and shall request HLL in writing to approve the person so appointed. The request must be accompanied by a detailed Curriculum Vitae (CV) for the nominee, as well as a description of any responsibility other than "SOLUTION" responsibilities the nominee would retain while performing the duties of the Bidder's Representative. If HLL does not object to the appointment within fourteen (14) days, the Bidder's Representative shall be deemed to have been approved. If HLL objects to the appointment within fourteen (14) days giving the reason therefore, then the Bidder shall appoint a replacement within fourteen (14) days of such objection in accordance with this clause.
- d) The Bidder's Representative shall have the authority to represent the Bidder on all day-to-day matters relating to the "SOLUTION" or arising from the Contract for the Project. The Bidder's Representative shall give to the Project Manager all the Bidder's notices, instructions, information, and all other communications under the Contract. All notices, instructions, information, and all other communications given by HLL or the Project Manager to the Bidder under the contract shall be given to the Bidder's Representative in writing or, in its absence, its deputy, except as otherwise provided for in this contract. The Bidder shall not revoke the appointment of the Representative.
- e) The Bidder's Representative and staff are obliged to work closely with HLL's Project Manager and act within their own authority, and abide by directives issued by HLL that are consistent with the terms of the Contract. The Bidder's Representative is responsible for managing the activities of its personnel.
- f) The Bidder's Representative may, subject to the written approval of HLL (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Bidder's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy of such a notice has been delivered to HLL and the Project Manager.
- g) HLL by notice to the Bidder may object to any representative or person employed by the Bidder in the execution of the Contract who, in the reasonable opinion of HLL, may have behaved inappropriately, be incompetent, or be negligent. Whereupon the Bidder shall remove such person from work on the "SOLUTION".

### **3) Project Plan**

- a) In close cooperation with HLL and based on the Preliminary Project Plan included in the Bidder's bid, the Bidder shall develop a detailed project plan hereinafter referred to as the Agreed and Finalized Project Plan encompassing the activities specified in the Contract.

- b) The Bidder shall formally present to HLL the Project Plan in accordance with the Technical Requirements. The Bidder has to specify the strategy and methodology with time frame and the synchronization of various phases of project to ensure completion of the project in specified time. The plan shall also bring out the critical areas needing continuous attention of HLL. The Agreed & Finalized Project Plan should have the same Go-Live date.
- c) The Bidder shall undertake to supply, install, implement, ensure the go-live and stabilization of the System in accordance with the Agreed and Finalized Project Plan and the Contract.
- d) Changes to the Project Plan, if required, shall be made with the mutual consent of HLL and the Bidder.

#### **4) Residential Accommodation**

No boarding /lodging will be provided by HLL to the staff of Bidder. The same has to be arranged by the successful Bidder at its own cost.

#### **5) Transportation**

- a) Bidder shall make its own arrangements for movement of human resources and equipment within and outside the sites/units/offices at the various locations covered by the Contract.
- b) The quoted amount shall also include all expenses towards travel to various places / destinations in India in connection with completion of work.

#### **6) Other Terms and Conditions**

- a) The Bidder is required to enter into agreement after submission of Performance Guarantee.
- b) Should HLL at any time require the Bidder to do any work beyond what is provided under this agreement, the Bidder shall undertake to do such additional work for an additional remuneration to be mutually agreed upon.
- c) HLL may make modifications/revisions/changes/deletions in the scope of work from time to time and the same shall be complied with by the Bidder on mutually agreed terms and conditions

#### **7) Profile of Teams**

- a) The Bidder has to deploy a specialized and trained team for the successful and timely completion of the Project. It is therefore desirable that the key personnel in the team have the adequate qualification and work experience.
- b) The staffing and reporting hierarchy within the team should be clearly defined and communicated to HLL
- c) HLL reserves the right to ask for replacement of a candidate if he is found to be unsatisfactory in his work during implementation

## ANNEXURE-1

### PRICE BID

**TABLE 1**

Sl. No	Particulars	Bid as a Percentage of - "Value per Transaction (excluding taxes)"
1	All Software & Hardware related services as detailed in the Scope of work including on ground operations and logistics for ensuring on time delivery to the end consumer	

**TABLE 2**

Sl. No	Particulars	Percentage Margin provided
1	Margin Shared with HLL for items not available in HLL's Product Basket but provided by Service provider to ensure order fulfillment to end consumer	

We agree to bind by this offer if we are the selected as contractor for this project.

For and on behalf of :

Name of the Person :

Designation :

**DATE:**

**AUTHORISED SIGNATORY**

## ANNEXURE-2

### Deviations /Exclusions schedule

To

The AVP (RBD)  
HLL Lifecare Limited  
HLL Bhavan, Poojappura P.O  
Thiruvananthapuram, Kerala - 695012

Ref: Bid document No Dated-----

**Sub: SELECTION OF AGENCY FOR WEB HOSTING SERVICES, IMPLEMENTATION OF ONLINE/  
E- Pharmacy SOFTWARE & ITS LOGISTICS MANAGEMENT**

**Ref: IFB No. HLL/RBD/2017-18/01 DT. 11-07-2017**

Dear Sir,

We declare that the following are the only deviations and variations and exceptions/exclusions to the services as outlined in your Bidding Documents. Except these deviations, subject to the approval and acceptance by the HLL, the entire work shall be performed as per your requirements.

Clause No.	Statement of Deviations/Exclusions and Variations.

Signature \_\_\_\_\_

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Common Seal \_\_\_\_\_