



एचएलएल लाइफ़केयर लिमिटेड
(भारत सरकार का उद्यम)

HLL Lifecare Ltd,
Corporate and Registered Office,
HLL Bhavan, Poojappura P.O,
Thiruvananthapuram - 695012.

**BID DOCUMENT FOR
ENGAGEMENT OF AGENCY FOR AUDIT OF SAP
APPLICATION IMPLEMENTED AT HLL**

Corporate and Registered Office

HLL Bhavan, Poojappura,
Thiruvananthapuram- 695012
Kerala, India.
Tel: +91- 471-2354949
Website: www.lifecarehll.com

LETTER FOR INVITATION

Date of Issuance: 15.01.2015

Ref. No.: HLL/IT/ERP/2015

To,

Dear Sir,

HLL Lifecare Limited (HLL) a Govt. of India Enterprise under the Ministry of Health and Family Welfare invites proposals for the engagement of an agency for audit of SAP application implemented at HLL. More details are provided in the Schedule of Requirements.

You are requested to go through the bid document carefully and submit your proposals as per the instructions and guidelines given in the document.

Thanking You,

Yours Faithfully,

L. Ajithkumar

Associate Vice President (IT),
HLL Lifecare Limited,
Corporate and Registered Office,
HLL Bhavan, Poojappura P.O,
Thiruvananthapuram, Kerala -695012
Phone No: – 0471-2354949, 2358014
Email address: ajith@lifecarehll.com

Disclaimer

All information contained in this Bid Document provided / clarified are in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

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

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

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

HLL Lifecare limited (HLL), Thiruvananthapuram reserves the right to reject any or all of the applications submitted in response to this Bid Document at any stage without assigning any reasons whatsoever. HLL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the bids. HLL reserves the right to change/ modify/amend any or all of the provisions of this Document. Such changes would be posted on the website of HLL (www.lifecarehll.com) only.

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

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IMPORTANT INFORMATION

SI.No	Events	
1	EMD	Rs. 25,000/- (Rupees Twenty Five Thousand only)
2	Bid Validity	6 months
3	Last date for submission of Bids	30.01.2015 15.00 Hrs
4	Opening of Technical Bids	30.01.2015 15:30 Hrs

CHAPTER 1

About HLL Lifecare Limited (HLL)

HLL Lifecare Limited (formerly known as Hindustan Latex Limited) (HLL) is a Mini Ratna (Category-1 PSE) company under the Ministry of Health and Family Welfare. HLL commenced its journey to serve the Nation in the area of Health Care, on March 1, 1966 for the production of male contraceptive sheaths for the National Family Planning Programme. The company commenced its commercial operations on April 5, 1969 at Peroorkada in Thiruvananthapuram, Kerala. In 1985, two most modern Plants were added, one at Thiruvananthapuram and the other at Belgaum, Karnataka.

HLL is a multi-product, multi-unit organization addressing various public health challenges facing humanity. HLL is manufacturing and marketing widest range of Contraceptives. It is unique in providing a range of Condoms, including Female Condoms, Intra Uterine Devices, Oral Contraceptive Pills (Steroidal, Non-Steroidal and Emergency Contraceptive Pills) Contraceptive Cream, and Tubal Rings.

HLL's Health care product range include: Blood Collection Bags, Surgical Sutures, Auto Disable Syringes, Vaccines, Women's Health Care Pharma products, In - Vitro Diagnostic Test Kits, Hydrocephalus Shunt, Tissue Expanders, Needle Destroyers, Blood Bank Equipment, Iron and Folic Acid Tablets, Sanitary Napkins, and Oral Re-hydration Salts.

1.1 ERP Implementation at HLL

HLL has implemented SAP ECC6 EHP4 to automate all major functional areas. The scope of operation includes all the units and offices of HLL with the objective to capture all transaction at source and to optimize the functional processes. The application runs on centralized Servers (on Oracle database) and all offices transact on-line through the Desktop Computers provided at the local offices.

HLL has implemented the following modules to automate different functional areas:

- PP – Production Planning
- QM – Quality Management
- SD– Sales and Distribution
- FICO– Finance and Controlling
- MM- Material Management
- PM– Plant Maintenance
- PS– Project Systems
- DMS- Document Management System
- HCM - Human Capital Management
- SAP Net Weaver
 - Enterprise Portal
 - ESS –Employee self Service
 - MSS –Manager Self Service
- SRM e-Tendering
- HCM e-Recruitment
- Business Intelligence
- Business Objects
- Collabera optisuite
- Solution manager

All these modules consist of both the standard SAP processes as well as customized processes developed by the implementation partner as per requirements of HLL. The application has been implemented by following SAP's standard implementation procedure (ASAP).

1.2 Existing IT infrastructures

HLL has implemented appropriate infrastructure across HLL, which includes:

1. Establishment of a state-of-the art Data Centre (DC).
2. Establishment of WAN across HLL factories.

3. Established Local Area Network at all offices.
4. Security at all levels to ensure secured transaction.

1.3 Invitation for the Bids

HLL Lifecare Ltd (HLL), hereinafter referred to as the “Purchaser” is pleased to invite sealed bids for the engagement of agency for audit of SAP application implemented at HLL as per Terms and Conditions detailed in this Tender Document.

Interested eligible bidders may obtain further information and inspect the bid documents at our office during office hours on all working days. A complete set of bid documents may also be downloaded from our website at www.lifecarehll.com.

1.4 Eligibility Criteria/ Pre-qualification

The prospective bidder should satisfy the following criterion.

- a) The bidder should have been in operations for a period of at least 5 years as on last date of bid submission. Attach an undertaking to this effect.
- b) The bidder shall be the single point of contact for HLL.
- c) The bidder’s annual turnover should be at least an average value of Rs.20 Lakhs (Rupees Twenty Lakhs only) from ERP applications audit alone during the last three years. The turnover refers to the bidding company alone and not the composite turnover of its subsidiaries / sister concerns etc. Attach documentary proof in support.
- d) Bidder should be an auditing firm having at least 5 years of experience in auditing of ERP Applications. Attach documentary proof in support.
- e) The bidder should submit auditing experience of at least 1 similar project involving multi location SAP ERP application for a contract value of at least Rs.20 Lakhs (Rupees Twenty Lakhs only) or 2 similar projects of Rs.10 Lakhs each during the last three years. Attach documentary proof in support.

- f) The bidder should have a valid ISO 9001 or ISO 27001 certification as on the date of submission of bid. Attach documentary proof in support.
- g) The bidder should have in roll personnel having following qualifications:
 - a. CA with CISA/DISA
 - b. Technical personnel having B.Tech /BE/MCA or equivalent with CCNA/CISA/CISSP /CEH certification or equivalent
 - c. Certified SAP ECC6 professional

The team of auditors engaged for ERP audit in HLL should have one or more of the above qualifications. Attach documentary proof of list of personnel to be deputed for HLL project along with their qualification and experience.

- h) The bidder must be empanelled with Indian Computer Emergency Response Team (CERT-In) under Department of Information Technology, Government Of India. Attach documentary proof in support.
- i) Bid should accompany an earnest money deposit of Rs 25,000/- (Rupees Twenty Five Thousand Only) in the form of a Demand Draft drawn on a Scheduled commercial bank in the favor of 'HLL Lifecare Limited' payable at Thiruvananthapuram. Cheques, Money orders, Cash or Bank Guarantee etc. shall not 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 EMD draft/ banker's cheque, any failure to comply with the same shall be at the risk of the bidder.
- j) Bidder should submit valid documentary proof of Sales Tax/VAT and the details of income tax registration number (PAN).
- k) The bidder should not have been blacklisted by any state/central Government organizations/firms/institutions for which the statement stating that the bidder has not been blacklisted by any institution of the Central/state Government in past three years may please be submitted.

- l) The bidder should have a positive net worth during last three years. (Supported with Audited Balance Sheet and Profit & Loss Account or Annual Report for the last three financial years, 2011-2012, 2012-2013 and 2013-2014).
- m) 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 evaluated by the duly constituted evaluation committee. Bids not fulfilling the eligibility/ pre-qualification conditions given above shall be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances. HLL reserves the right to reject the bid without making any reference to the bidder.

Note:

The Bidder will be required to return the original Tender Document duly signed 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.

1.5 Submission and Opening of Bids

Definitions

- (a) "The Purchaser" means HLL Lifecare Limited, Corporate and Registered Office, HLL Bhavan, Poojappura, Thiruvananthapuram– 695 012, Kerala.
- (b) "The Bidder" means the firm who participates in the tender and submits its bid.
- (c) "The Supplier or Contractor" means the firm providing items and/ or services under the contract.

1.5.1 Submission of Bid:

The Bidding Process comprises two parts, viz.

Part I : Technical Bid
&
Part II : Commercial Bid.

Both Technical bid and Commercial Bid are to be submitted in sealed envelope superscripting "Audit of SAP application Implemented at HLL" on top of the envelope. One copy of both Technical Bid and Commercial Bid should be submitted separately along with the bid.

The bidders should take care in submitting the bid properly filed so that enclosed papers are intact. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

1.5.2 Date of Submission

Time Schedule for submission of Bid is as under –

Last date & time for submission of

Technical Bid & Commercial Bid : 30.01.2015, 15.00 Hrs.

Date & time of opening of Technical Bid : 30.01.2015, 15.30 Hrs.

Date & time of opening of Commercial Bid : To be separately intimated to the technically qualified bidders.

1.5.3 The Bids should be addressed to:

**Associate Vice President (IT),
HLL Lifecare Ltd,
Corporate and Registered Office,
HLL Bhavan, Poojappura,
Thiruvananthapuram-695012,
Kerala, India.
Phone: 0471-2354949.**

- 1.5.4 No Email/Fax/telex bids will be accepted.
- 1.5.5 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser shall be rejected and returned unopened to the bidder.
- 1.5.6 Any subsequent corrigendum/ addendum etc to this tender shall be ipso facto applicable to this tender.

CHAPTER 2

2.1 SCOPE OF WORK

This document details the scope of work to be carried out for ERP Audit

1. Evaluation of Security Measures

- a. Review of security measures implemented in ERP system and work-stations
- b. Standards set for strengthening user log-in and password and risk of unauthorized access to the system
- c. Review of existing Audit-trail implementation and suggestion, if any

2. Validations and controls in ERP

- a. Review of configuration control settings in respect of implemented modules
- b. Review existing validations, checks and controls in the ERP system and to suggest Industry Best Practices where ever applicable.
- c. Review the existing User profiles and Security profiles (if any) and map them with Industry Best Practices.
- d. Penetration testing for SAP portal.
- e. Analyse how effectively the SAP non-standard processes, if any have been implemented.
- f. Analyse whether, there are avoidable duplication, complexity and redundancy in the system.

3. Adequacy and efficiency of ERP infrastructure / Utilisation

- a. High Availability: Review of HLL Architecture of ERP system for high availability, uptimes and data loss, if any
- b. Configuration of concurrent jobs: Configuration of concurrent job, key system parameters

- c. Resources utilisation: Review utilization of resources (with respect to ERP Hardware, network) and highlight bottleneck (if any)
 - a. Configuration of RDBMS: Review the configuration and setups of RDBMS as per industry standard and HLL requirements.
4. **Security & Control Audit:** SAP System Audit from the internal controls, security, and interface perspective.
- a) Report on the implementation of Internal Controls.
 - b) Check the security and authorization design for the SAP system.
 - c) Report on the design practices and methodologies adopted in architecting the interfaces.
 - d) Report on System Administration Audit, Business process Audit & Data Protection Audit.

Technical audit is required to be completed without disrupting the regular operations of HLL to the extent possible. If for any reason, the regular operations are required to be suspended, the same shall be aligned with the maintenance schedule of the Basis team to keep the system down time to the barest minimum.

Modules under the scope of work

- PP – Production Planning
- QM – Quality Management
- SD– Sales and Distribution
- FICO– Finance and Controlling
- MM- Material Management
- PM– Plant Maintenance
- PS– Project Systems
- DMS- Document Management System
- HCM - Human Capital Management
- SAP Net Weaver
 - Enterprise Portal

- ESS –Employee self Service
- MSS –Manager Self Service
- Business Intelligence
- Business Objects
- Collabera optisuite
- Solution manager

2.2 Delivery schedule

Indicative Schedules The bidder is required to stick to the agreed upon time-schedule given below.

Serial Number	Milestone	Deliverables in weeks
1	Placement of Purchase Order	T1
2	Acceptance & commencement of Audit	T1+1
3	Final draft report and document submission	T1+8
4	Presentations and final report submission to HLL	T1+10

CHAPTER 3

INSTRUCTIONS TO BIDDERS

3.1 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.

3.2 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.

3.3 Preparation of Bids

The following sealed envelopes indicating Vendor Name & Tender No. to be submitted to HLL

- a) EMD – in separate envelop mentioning 'EMD'
- b) Technical Bid Documents - in separate envelop mentioning 'Technical Bid'

The content on the envelope, tender number, bidder's name & address should be clearly marked on the top of the sealed envelopes.

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.

3.4 Earnest Money Deposit (EMD)

3.4.1 The Bidder(s) must submit Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand only) along with the Technical Bid in the form of Demand Draft valid for a period of six months from any Nationalized Bank in favour of HLL Lifecare Ltd., Thiruvananthapuram payable at Thiruvananthapuram. Non-submission of EMD will lead to rejection of the bid.

3.4.2 The EMD is interest free. The EMD of the unsuccessful bidder will be returned after acceptance of purchase order by the successful bidder.

3.4.3 The EMD of the successful bidder shall be returned on receipt of the valid performance bank guarantee.

3.4.4 The EMD may be forfeited:-

- a) If the bidder withdraws his bid during the period of bid validity specified by the bidder.
- b) In the case of successful bidder, if the bidder fails to accept the order and submit the security deposit.

3.5 Eligibility/ Pre-Qualification Criteria

The eligibility criteria documents as per clause 1.4 chapter 1 must be submitted along with the Technical Bid. Bid without these documents will be summarily rejected.

3.6 Technical Bid - The Technical Bid should comply with the pre-qualification criteria given in Annexure–2. The Technical offer should be completed in all respects and contain all information asked for except commercials.

3.6.1 The Technical Bid must be submitted neatly and securely along with the following documents,

- a) Pre-qualification Criteria (Technical Bid) : Annexure- 2
- b) The Undertaking: Annexure - 3

- c) Methodology to be followed in execution of the project
- d) Technical documents confirming the experience in the relevant field.
- e) Personal profile of the manpower proposed to be attached with this project
- f) Submission of relevant certification documents for the personnel to be deployed for this project.
- g) Bid Security in the form of EMD (Demand Draft) specified in Clause 3.4
- h) Any other relevant information.

Note: The bidder should submit self/company attested photocopies of the documents wherever required

3.7 Commercial Bid –

- 3.7.1 Price Bid should be submitted in the format given in Annexure-1 only.
- 3.7.2 Organizational structure of the Bidder Members & escalation mechanism for technical and commercial issues
- 3.7.3 Once the bid is submitted in sealed cover by the bidder, the purchaser will not accept any addition/ 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.
- 3.7.4 Quoted prices should be firm and inclusive of all applicable taxes, duties, levies etc, and cost of all other expenses related with the visits of the Vendor's personnel in connection with the performance of the contractual obligations by the Vendor.
- 3.7.5 Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with any conditional price will be treated as non-responsive and shall be summarily rejected.
- 3.7.6 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.

3.7.7 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. However the supplier/contractor should pass on the benefit to the purchaser if there is any price reduction in the meantime.

3.8 Deadline for submission of Bids

3.8.1 Bids must be received by the Purchaser at the address specified (clause 1.5.3) in the Bid Document not later than the specified date and time as specified in the Bid Document. 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 next working day.

3.8.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents.

3.8.3 From the date of issue, amendments to Tender Document shall be deemed to form an integral part of the Tender Document.

3.9 Late and 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.

3.10 Evaluation of Technical Bid

3.10.1 HLL will open the EMD envelope first and then the Eligibility/Technical Bid respectively. In case, the EMD/Eligibility/Technical bid is/ are not found in order the bid shall be summarily rejected.

3.10.2 The bids shall be opened in the following sequence:

A. Envelope I – Technical bid

a) EMD

b) Mandatory Requirements (annexure-2)

c) Technical Bid (un-priced bid)

B. Envelope II - Price Bid

- 3.10.3 The Envelope-1 shall be opened on the specified date and time as specified in the tender for verification of its contents. HLL shall scrutinize the mandatory requirements of only those bidders who submit a valid and acceptable EMD and other information as per the bid.
- 3.10.4 HLL representative will open the Price Bid (Envelope II) of only those Bidders who qualify in technical bids. 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.
- 3.10.5 The comparison shall be of all-inclusive price, such price to include all costs as well as duties and taxes payable.
- 3.10.6 Bids will be evaluated on the basis of lowest quote (L1) for Total of Price Schedule.
- 3.10.7 The order shall be placed on L1 bidder.
- 3.10.8 The decision of HLL arrived at, as per above will be final and no representation of any kind shall be entertained.
- 3.11 The vendor should not assign and/or sublet the work assigned or any part of it to any other agency in any form. Failure to do so shall result in termination of work and forfeiture of security deposit/ performance guarantee etc.
- 3.12 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.
- 3.13 Deliverables**
- Submission of project plan.
 - Execution of project as per scope of work.
 - Draft Audit report. The draft report should adequately cover all the aspects of scope of work mentioned in the tender. It should also contain summary of Audit findings.
 - Presentation of draft audit report to HLL.
 - Final Audit report after incorporating suggestions/comments.

- Presentation of the final audit report to HLL for final acceptance.
- Submission of final audit report to HLL.

3.14 Language of Bids

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.

3.15 Incomplete tenders, amendments and alterations to the tender received after opening and/or tenders submitted late are liable to be rejected.

3.16 Performance Bank Guarantee:

The successful bidder should furnish Security Deposit equivalent to 10% of the total contract value in the form of Bank guarantee valid till the successful completion of the project and submission of final reports, issued by a Nationalized Bank. Security Deposit must be submitted within 14 days of the award of the Purchase Order.

No bank charges/interest shall be payable for the Performance Bank Guarantee.

CHAPTER 4

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

4.1 Scope of Work

The scope of work of this contract will include all the services detailed in Chapter 2 of this Tender.

4.2 Terms of Payment

4.2.1 No advance payment shall be made.

4.2.2 100% payment will be made by HLL within a period of 30 days after submission of the bill in triplicate along with Work Completion Certificate (Final audit report) of Total contract.

4.2.3 Payment of the Bills would be made on receipt of the following Documents.

- Three copies of invoice.
- Final audit report counter signed by an authorized official of HLL.
- Account details for payment through RTGS/NEFT, i.e., Name of Bank, Name of Branch, IFSC Details, Account No. etc. if applicable.

4.3 Liquidated Damage for Delays

If the bidder fails in the due performance of the contract within the time fixed by the contract or any extension thereof, bidder shall be liable to pay liquidated damages to the extent of a sum of 1% of the contract value per week, subject to a maximum of 10% of the contract value. Once the maximum is reached, HLL may consider termination of the contract. In assessing such delays, HLL's Project Managers decision is final and binding on the bidder. The penalty for late delivery will be deducted from the bill amount.

4.4 Termination of Contract

4.4.1 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.

4.4.2 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.

4.5 Governing Law and Disputes

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

4.6 Corrupt or Fraudulent Practices

4.6.1 Bidders shall observe the highest standard of ethics during the procurement and execution of the contract.

4.6.2 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.

4.6.3 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.

4.7 Indemnity Clause

4.7.1 The firm should sign an indemnity bond to safeguard against any pirated software, equipment, design etc. being supplied to the HLL.

4.7.2 The selected bidder shall indemnify HLL against all third party claims of infringement of patent, trademark/copyright or industrial design rights

arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof.

4.8 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.

4.9 Miscellaneous

- 4.9.1 Deviations if any, from the tender terms and clause should be submitted in a separate section along with proper justification.
- 4.9.2 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.
- 4.9.3 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.

- 4.9.4 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.
- 4.9.5 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.
- 4.9.6 Prior permission must be taken from HLL for running any external tools/ programs if any, during the conduct of the audit. The details, scope of such tools should be documented and made available to HLL before usage of the same. Any violation to the declared features, data gathered thereof will lead to termination the contract and blacklisting.
- 4.9.7 The quoted amount shall also include all expenses towards travel to various places / destinations in India in connection with completion of work.
- 4.9.8 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.
- 4.9.9 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.

Annexure-1

FORM FOR PRICE BID

Having examined the Tender Document Number dated, the receipt of which is hereby acknowledged, we, the undersigned, offer to the audit of SAP application implemented at HLL under the above-named Tender in full conformity with the Bidding Documents for the sum quoted in price schedule. The following is the total bid price (inclusive of all applicable Taxes) for the scope of work described in our response to your Tender Document.

i) In figures _____

ii) In words _____

(Please quote the price in Indian Rupees only)

The breakup of the above lump sum price is attached herewith and is made part of this bid.

Thanking you,
Yours faithfully,

<Seal and Signature of Authorized Signatory>

<Name of Authorized Signatory>

<Title of Authorized Signatory>

Price schedule

(On the letter head of the firm submitting the bid document)

Item Description	Rate exclusive of Taxes in INR	Taxes	Total inclusive of Taxes in INR
Cost for Auditing SAP application implemented at HLL as per scope of work at clause no 2.1 of the bid document			

Note :

Prices shall include Excise Duty, Sales Tax, VAT, WCT, Service Tax, octroi & road permit and other taxes, Transit Insurance and freight etc.

Pre-qualification Criteria

SI No.	Clause	Documentary proof	Attached[y/n]	Page no of bid document
1	The bidder should have been in operations for a period of at least 5 years as on last date of bid submission. The bidder shall be the single point of contact for HLL. Attach an undertaking to this effect			
2	The bidder's annual turnover should be at least an average value of Rs 20 Lakhs (Rupees Twenty Lakhs only) during the last three years. The turnover refers to the company alone and not the composite turnover of its subsidiaries / sister concerns etc. Attach documentary proof in support.			
3	Bidders should be an auditing firm having at least 5 years of experience in auditing of Applications / Software in ERP. Attach documentary proof in support			
4	The bidder should submit auditing experience of atleast 1 similar project in SAP ERP involving multi-location for a contract value of atleast Rs.20 Lakhs (Rupees Twenty			

	Lakhs only) or 2 similar projects of Rs.10 Lakhs each during the last three years. Attach documentary proof.			
5	The bidder should have in rolls personnel having following qualifications: <ul style="list-style-type: none"> • CA with CISA/DISA • Technical personnel having B.Tech /BE/MCA or equivalent with CISSP /CISA / CCNA / CEH certification or equivalent • Certified SAP ECC6 professional 			
6	The team of auditors engaged for ERP audit in HLL should have one or more of the above qualifications. Attach documentary proof of list of personnel to be deputed for HLL project along with their qualification			
7	The bidder must be empanelled with Indian Computer Emergency Response Team (CERT-In) under Department of Information Technology, GOI. Attach documentary proof in support			
8	The bidder should have a valid ISO 9001 or ISO 27001 certification on the date of submission of bid. Attach documentary proof in support.			
9	Bid should accompany an			

	<p>earnest money deposit of Rs 25000/- (Rupees Twenty Five Thousand Only) in the form of a Demand Draft drawn on a Scheduled commercial bank in the favor of "HLL Lifecare Limited" payable at Thiruvananthapuram. (enclose copy)</p>			
10	<p>Bidder should submit valid documentary proof of Sales Tax/VAT and the details of income tax registration number (PAN). Attach documentary Proof</p>			

Annexure-3

Undertaking on compliance of technical specifications, tender specifications and terms & conditions

(To be submitted on the bidder's letter head duly signed by the authorized signatory)

I/We hereby undertake that I/we have examined/ perused, studied and understood the RFP/ bid document No. _____ dated ____ and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance and without any material and/or other deviations to the said documents.

I/We hereby undertake that I/We understand that the Scope of Work and Requirement of this tender is indicative only and not exhaustive in any manner and that the final scope of work and specification will be decided by the HLL at their discretion.

I/We hereby undertake that we shall comply with the Scope of work and requirements and tender terms and conditions completely and there are no deviations of any manner and/or sort and/or kind in this regard from my/our side.

I/We undertake to be the single point of contact for HLL and shall be solely responsible for all activities and for the entire scope of work and requirements as per the service levels defined in the tender document.

I/We hereby undertake that I/We do understand that my/our bid should be as per the tender document and should be accordingly submitted to the HLL. In case of a failure to comply and/or a variation the HLL has got sole discretion to consider or disqualify my/our bid for the aforementioned RFP/tender/Bid document and I/We shall be not having any claim of any sort/kind/form on the same.

I/WE hereby confirm that the solution and scope of work mentioned in this tender are workable proper and sustainable as per information provided in the tender document.

I/We hereby declare that our company has not been banned or disqualified by any Government or any Government agencies or PSUs for a period of last five years.

I/We hereby declare that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on HLL website. (<http://www.lifecarehll.com>)

I/We hereby attach the duly signed and stamped bid document as an acceptance of tender specifications and terms & conditions with the technical bid.

I/We hereby affirm that our response is valid for the period including the deemed period as specified in the tender document.

Signature of Authorized Signatory

Name of the Signatory

Date

Place

Company Name

Company Seal