



Corporate and Registered Office,
HLL Bhavan, Poojappura,
Thiruvananthapuram– 695 012
Kerala, India.

Phone: 0471 – 2354949

Website: www.lifecarehll.com

Invitation for Bids

**IMPLEMENTATION OF
DISASTER RECOVERY (DR) FACILITY FOR
HLL LIFECARE LTD**

| | | |
|---------|---|---------------------------------------|
| Date | : | 30th September 2014 |
| IFB No. | : | HLL/CHO/IT/DR/2014 |

The schedule of the bid is given below.

| | |
|--|-----------------------------------|
| Last date and time for receipt of bids | : 15.00 Hrs. on 21.10.2014 |
| Time and date of opening of Technical Bids: | 15.30 Hrs. on 21.10.2014 |

LETTER FOR INVITATION

Date of Issuance: 30.09.2014
Ref. No.: HLL/CHO/IT/DR/2014

To,

Dear Sir,

HLL Lifecare Limited (HLL) a Govt. of India Enterprise under the Ministry of Health and Family Welfare invites proposals for the implementation Disaster Recovery (DR) Facility that provides the company with a cutting edge in information systems, integrated across various functional domains. 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

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IMPORTANT INFORMATION

| SI.No | Events | |
|-------|--|---|
| 1 | Non-Refundable Cost of Bid document purchase | Rs. 1,000/- |
| 2 | EMD/Bank Guarantee | Rs. 2 Lakhs (Rupees Two Lakh only) |
| 3 | Last date for submission of Bids | 21.10.2014 15.00 Hrs |
| 4 | Opening of Technical Bids | 21.10.2014 15:30 Hrs |
| 5 | Contact Person details | Shri. Sreejith S Manager (IT) HLL Lifecare Limited Phone: 0471-2354949 - Ext. 295 Email: sreejiths@lifecarehll.com |

DISCLAIMER

The information contained in this document is confidential in nature. The bidders should not share this information with any other party not connected with responding to this Bid Document.

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.

INTRODUCTION

About HLL Lifecare Limited (HLL)

An Overview

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.

Bid Document for the implementation of Disaster Recovery (DR) Facility.

HLL Lifecare Ltd (HLL), hereinafter referred to as the “Purchaser” is pleased to invite sealed bids for the Implementation of Disaster Recovery (DR) Facility, the detailed specifications of which are furnished in schedule of requirements (**Annexure-1**).

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.

DEFINITIONS

- (a) “The Purchaser” means the 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 the bid.
- (c) “The Supplier or Contractor” means the firm providing items and/ or services under the contract.

TERMS & CONDITIONS

The bid should be submitted strictly as per the following terms and conditions:

1. Submission of Bid:

1.1 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 “Implementation of Disaster Recovery (DR) Facility for HLL Lifecare Ltd” on top of the envelope. One copy of both Technical Bid and Commercial Bid should be submitted separately along with the bid.

1.2 The bidders should take care in submitting the bid properly filed so that enclosed papers are not found loose. 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.

1.3 Date of Submission

Time Schedule for submission of Bid is as under: –

| | |
|---|--|
| Last date & time for submission of Technical Bid & Commercial Bid | : 15.00 Hrs. on 21.10.2014 |
| Date & time of opening of Technical Bid | : 15.30 Hrs. on 21.10.2014 |
| Date & time of opening of Commercial Bid | : To be separately intimated to the technically qualified bidders. |

- 1.4 Email/Fax/telex bids will not be accepted.
- 1.5 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser should be rejected and returned unopened to the bidder.
- 1.6 Bidders may depute only a maximum of two authorized representatives with authorization letter to participate in the bid opening strictly according to the time schedule.
- 1.7 The Technical Bid will be evaluated first for compliance with the prescribed Technical Specification.
- 1.8 Commercial bid of only short-listed bidders who will qualify in Technical evaluation will be evaluated by the Purchaser.
- 1.9 The qualified technical bidders will be intimated about the opening of the Commercial and the Commercial Bid of the unqualified technical bidders will be returned to them unopened.
- 1.10 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.**

- 1.11 Bid document fee (non-refundable) of Rs.1,000/- (Rupees One Thousand only) inclusive of all taxes as Demand Draft from any Nationalized Bank favoring HLL Lifecare Ltd payable at Thiruvananthapuram should be in a separate envelope accompanied with technical bid. The Bid without bid document fee will be summarily rejected.

- 1.12 The purchaser is not responsible for non-receipt of bid within the specified date and time due to any reason including postal delays or holidays. In case, the specified date of submission & opening of Bids is declared as holiday for HLL, the bids will be received till the specified time on next working day and Technical Bid will be opened at specified time on the next working day.
- 1.13 If required, purchaser may ask the L1 bidder to arrange for demonstration of the feature, quality and capabilities of the System as per model committed in the bid and as agreed upon to be supplied and installed. This demonstration (acceptance test) will be conducted on prior appointment. HLL will accept the model on successful completion of acceptance test. Unsatisfactory performance of the system may result in the Purchaser's rejection of the bidder. The delivery of the service will be in effect after acceptance by the Purchaser.
- 1.14 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.
- 1.15 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.
- 1.16 Failure to furnish all information required in the bid Document or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of the bid.
- 1.17 This bid document is not transferable.
- 1.18 The bidder may withdraw their offer after submission provided; written notice of withdrawal is received by the purchaser prior to the closing date and time prescribed for submission of BID DOCUMENT. No offer can be withdrawn by the bidder subsequent to the closing date and time for submission of offers.
- 1.19 The Purchaser reserves the right to change/ modify/amend any or all of the provisions of this document. Such changes will be published on the website of HLL (www.lifecarehll.com) only.
- 1.20 The language of the Bid should be in English.

2. Eligibility of the Bidder:

The prospective bidder should satisfy the following criterion.

- 2.1 The bidder should be an Indian company and in continuous business of the implementation of Disaster Recovery (DR) Facility similar to the services mentioned in the schedule of requirements (**Annexure-1**) during the last two years prior to the bid opening. (Supported with the copy of Registration certificate/Certificate of incorporation).
- 2.2 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.
- 2.3 The bidder should be regular tax payer under the Income Tax Act. Please furnish the details of service tax number, Permanent Account Number (PAN) etc.
- 2.4 The bidder should have executed at least two successful implementation of DR facility of SAP Applications hosted in IBM Infrastructure in last three financial years. Documentary evidences like Supply Orders, Installation Certificates, Client Certificate etc. for the same should be attached along with the bid.
- 2.5 The proposed DR Facility should be implemented only in the IBM Infrastructure mentioned in the requirement (Annexure-1) with at least the same or above the specifications (Server Model, Server specifications and Storage capacity).
- 2.6 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).

3. Bid Security.

3.1 The Bidder(s) must submit Bid Security as Earnest Money Deposit (EMD) of **Rs. 2 Lakh (Rupees Two Lakh only) along with the Technical Bid** in the form of Demand Draft /Unconditional Bank Guarantee 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/Bank Guarantee will lead to rejection of the bid.

3.2 The EMD is interest free. The EMD/Bank Guarantee of the unsuccessful bidder will be returned after acceptance of purchase order by the successful bidder.

3.3 The EMD/Bank Guarantee of the successful bidder shall be returned after acceptance of purchase order and upon submission of Security Deposit within 7 days of the award of the Purchase Order.

The bid security may be forfeited:-

3.3.1 If the bidder withdraws his bid during the period of bid validity specified by the bidder.

3.3.2 In the case of successful bidder, if the bidder fails to accept the order and submit the security deposit.

4. Security Deposit:

The successful bidder should furnish Security Deposit equivalent to **10%** of one time implementation Charges quoted in the form of Bank guarantee given by the Purchaser for a tenure of five years, issued by a Nationalized Bank. Security Deposit must be submitted within 7 days of the award of the Purchase Order.

5. Submission of Technical Bid and Commercial Bid with required Documents

5.1 **Technical Bid** - The Technical Bid should comply with the technical specification given in **Annexure-1**. The Technical offer should be completed in all respects and contain all information asked for except prices.

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

5.1.1 Covering letter.

5.1.2 Bid Security in the form of EMD (Demand Draft) /Bank Guarantee as specified in **Clause 3.1**.

5.1.3 OEM's/Service Support Provider's Authorization form/certificate for all the items quoted.

5.1.4 Service Compliance statement.

5.1.5 Bidder's Technical Offer with specifications as given in **Annexure-1**.

- 5.1.6 Technical Documentation (Product Brochures, leaflets, manuals etc. with product roadmap).
- 5.1.7 Copy of the Registration certificate or Certificate of incorporation.
- 5.1.8 Articles of Association and Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- 5.1.9 Certificate from at least two clients for similar implementations completed satisfactorily.
- 5.1.10 Statement that the bidder has not been blacklisted by any institution of the Central/state Government in past three years.
- 5.1.11 Copies of Supply/purchase order from two clients for the implementation of similar implementations in India during last three financial years.
- 5.1.12 Signed copy of bid document (all pages to be signed and stamped)
- 5.1.13 Copy of annual reports/balance sheet, etc. for the last 3 years (2011-12, 2012-13, 2013-14).
- 5.1.14 Details of Permanent Account Number (PAN) /Service Tax Number issued by income tax Authority.
- 5.1.15 Letter of Authorization/Power of attorney authorizing the signatory to sign the bid.
- 5.1.16 Authorization Letter for the bidder's representative who will attend the Bid Openings.
- 5.1.17 Any other relevant Information.

6. Commercial Bid –

- 6.1 The Commercial Bid should comply with the price information of the items as specified in **Annexure-I** in the format of price schedule attached as **Annexure-2**.
- 6.2 Duly filled Form for Price Bid should be submitted in the format given in **Annexure-3**.
- 6.3 The cost of the service including one time implementation charges and service support charges for five years from Go-Live. Support Charges for the 1st, 2nd, 3rd, 4th and 5th year should be given separately in the commercial bid.
- 6.4 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.
- 6.5 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.

7. Cost of Bidding

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

8. Bidding Document

The bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of their bid without any further reference to the bidder.

9. Rejection of the Bid

The Bid is liable to be rejected if:

- The document does not bear signature of authorized person.
- It is received through Telegram/Fax/E-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- Incomplete Bids, including non -submission or non-furnishing of requisite documents /Bid Security/Bid Document Fee not conforming to the terms and conditions stipulated in this Bid Document are liable for rejection by the purchaser.

10. Modification and Withdrawal of Bids

- Bids once submitted will be treated, as final and no further correspondence will be entertained on this.
- No bid will be modified after the deadline for submission of bids.
- No bidder shall be allowed to withdraw the bid after the deadline of submission of bid.

11. Clarifications of Bids

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the bidder for clarification. The response shall be in writing and no change in the substance or price of the bid shall be sought, offered or permitted.

12. Deadline for submission of Bids

Bids must be received by the Purchaser at the address specified 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 appointed time on next working day.

The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline extended.

13. Evaluation Criteria for Technical Bid & Commercial Bid

- 13.1 The Purchaser will scrutinize the offers to determine whether it is complete, whether errors have been made in the offer, whether required technical documentation has been furnished and whether the documents have been properly signed. Offers with incorrect information or not supported by documentary evidence, wherever called for, would be summarily rejected.
- 13.2 Technical evaluation would be done to examine whether offered equipment/ machines having the basic specifications asked for. Deviation from specifications stipulated may make the offer liable for rejection.
- 13.3 The Technical Bids will be evaluated for compliance with the prescribed Technical Specifications and Supported Documents mentioned under **Clause 5.1**. Bids which are not complied will be treated as Non-Responsive and summarily rejected.
- 13.4 Commercial bid of only short-listed bidders in Technical evaluation will be evaluated by the Purchaser.
- 13.5 The qualified technical bidders will be intimated the Commercial Bid Opening and the Commercial Bid of the unqualified technical bidders will be returned to them unopened.
- 13.6 For proper scrutiny, evaluation and comparison of offers, the purchaser may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. If deemed necessary, the bidder will be required to give presentation on the systems offered.
- 13.7 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 13.8 **The final selection of L1 bidder will be decided on the basis of Total Cost of Service (One time Implementation Charges and Service Support Charges for 5 (Five) Years).**

13.9 The contract will be awarded only to the successful bidder (will be referred as L 1).

14. Placement of order

The Purchaser shall consider placement of supply order(s) for items quoted only on the first lowest responsive bidder who is technically and commercially qualified (Based on the total cost mentioned as in the **Clause 13.8**).

15. Placement of order and acceptance

The supplier/contractor shall give acceptance of the order placed on it within 7 days from the date of order, failing which, the Purchaser shall have right to cancel the order.

16. Signing of contract

The issue of Purchase order shall constitute the award of contract to the bidder. On receipt of the purchase order by the supplier/contractor, a contract agreement and Service Level Agreement (SLA) shall be submitted in the format given by the Purchaser within 7 days from receipt of the order.

17. Delivery schedule

The successful bidder must undertake to deliver the services as per the purchase order, at the purchaser site **within 20 weeks** from the date of the Purchase Order.

18. Purchaser's right to vary quantities

Purchaser will have the right to increase or decrease the quantity of items/services and delete some or all the items/services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of placement of purchase order.

19. Terms of Payment

19.1 One Time implementation Charges with all taxes and other applicable duties on actual basis will be paid within 30 Days of the successful implementation of DR facility and acceptance by the Purchaser as mentioned in **Annexure 1**.

19.2 Service Charges for the 1st, 2nd, 3rd, 4th and 5th year along with all taxes and other applicable duties on actual basis will be paid in advance on quarterly basis, after realizing penalty charges for late delivery and / or delay in support, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed with date by an authorized official of HLL Lifecare Limited.

20. Paying Authority

The payments as per the Payment Schedule covered here in above shall be paid by HLL Lifecare Ltd. However, Payment of the Bills would be payable on receipt of advice/confirmation for satisfactory delivery/installation/re -installation, Live running and service report from IT Department.

Following Documents are to be submitted for Payment:

- Three copies of invoice.
- Installation 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.

21. Scope of the work

The Service Provider should provide a cost effective Shared Managed Hosting DR solution based on industry standards and as per best practices. The solution will provide the best value to HLL while at the same time allowing the flexibility to meet future requirements. The solution should meet all requirements set forth in this section. The Service Provider's proposal should describe their methods of compliance with these requirements and will be incorporated into the proposed Service Level Agreement (SLA).

21.1 Shared Managed Hosting DR Infrastructure Solution Specifications:

- a) RPO timeline is 1 Hr. and RTO timeline is 2 Hrs.
- b) Provision of shared managed DR Infrastructure solution for HLL Applications with same capacity as mentioned in **Annexure-1**. The infrastructure will be owned & managed by the service provider.
- c) Implementation of SAP applications in the LPARs with exact capacity as mentioned in Annexure -1.
- d) Service Provider should provide technical support in integrating existing Network/Security Infrastructure of DC with DR Infrastructure and the Network/Security Components for HLL side will be provided by HLL.
- e) Configure and monitor Oracle data guard based replication of Oracle production databases in DC and DR.
- f) DR infrastructure (Servers, Operating System, Storage, SAN Switch, Network Components, Security Components etc.) should be completely implemented and managed by the service provider 24x7.
- g) DR Infrastructure should be available for HLL to failover production services 24x7x365.
- h) Service provider should own and manage replication solution along with 24x7 monitoring and alert HLL in case of deviation from RPO timeline.

- i) Service Provider should support Non-Disruptive DR drills, limited to 2 Nos. of DR drills per year. DR and DR drill management is in the scope of service provider, the schedule of the drill will be decided by HLL.

21.2 Managed Services and License at DR site:

- a) Service provider should provide hardware infrastructure, Operating systems and licenses for the same.
- b) Service provider will manage the DR hardware and operating system software.
- c) SAP Application packages will be provided by HLL.
- d) Service provider should take care of the Insurance for the equipments in the DR Infrastructure.
- e) HLL will provide sufficient MPLS VPN Bandwidth as Primary and Secondary connectivity for data replication between DC to DR and smooth access of SAP Applications from DR Site during disaster/breakdown.
- f) Service provider should provide the facility of terminating MPLS VPN Links (Primary and Secondary) at DR Site for data replication and the SAP connectivity between DR Site and HLL during disaster/breakdown.
- g) Service provider should provide SAP Web Applications over Internet from DR Site during Disaster / Breakdown.

21.3 Proposed Solution should have the following pre-requisites:

- a) The proposed solution should be “On Demand Disaster Recovery” with the protected host powered on only during DR or DR test period.
- b) Proposed solution should be expandable in terms of CPU, RAM & Storage space.
- c) Service provider should have provision to offer Remote Desktop / VPN services to roaming / mobile users to connect to the Shared Infrastructure site securely over public internet.
- d) RPO monitoring, RTO Monitoring, Reporting and Events Analysis Reports for the Disaster recovery solutions should be offered as part of the service.
- e) The Service provider should provide end to end working solution including the managed Hosting with DR drill and management,
- f) Service provider should size up the optimal Bandwidth for data replication between DC and Shared Infrastructure (DR) site.
- g) Service Provider should design managed connectivity solutions for continuous replication of data to the DR Site and redirection of users to the DR site during disaster/breakdown.
- h) Service Provider should provide a monitoring tool with dashboard showing RPO, RTO, Changeover facility etc.

- i) Service provider should provide the technical solution design document of DR including DR switchover and switchback process.
- j) Vulnerability Test / Penetration Test should be done on the setup at least once in a year.

21.4 General Requirements

- a) Solution should be located within the boundaries of India. Preferred Locations are as follows;
 - Bangalore
 - Chennai
 - Hyderabad
 - Mumbai
- b) Solution Document: Solution document should be provided by the Service Provider as part of Technical Bid, which should include the following parameters:
 - 1) Design details and parameters based on Service Provider proposed DR Site services Solution/ DC location.
 - 2) Complete scope of work and list of the activities to be executed as part of the project.
 - 3) Security principles: The procedures, best practices which are followed and adopted.
- c) The Service Provider should provide access to shared DR infrastructure as and when HLL requests without deviation of RTO.
- d) Service Provider should install the DR Setup in IBM Server models that have published SAP standard application Benchmarks.
- e) The Service Provider should monitor the Oracle data guard based data replication from HLL DC to the DR Site, take corrective action in case of issues and report HLL in case of any deviation from RPO timeline.
- f) Service Provider should provide 24 x 7 x 365 support including help desk support and service center functions, for which the Service Provider should provide facility to contact the service desk via phone, email and online ticket logging system.
- g) HLL should have ownership of all application software installed on shared servers and any application or product that is developed under this solution.
- h) The Service Provider should provide the mechanism to replicate data back to HLL DC when the services are restored at DC within 2 Hrs. of intimation.

21.5 Availability Requirements

The Service Provider shall provide a cost effective solution that utilizes industry standards and best practices that meets or exceeds the following availability criteria:

- a) DR Service availability should be guaranteed as 99.95%.
- b) **RPO** : 1 Hr. & **RTO**: 2 Hrs.
- c) Upon request from the Service Provider and agreed upon by the HLL, a periodic window for system maintenance will be provided. The provided maintenance window will not count against availability metrics.
- d) Service Provider should provide a detailed Service Level Agreement (SLA) documentation.
- e) The Service Provider shall provide a cost effective, virtualized solution that meets or exceeds the capacity as detailed in Annexure 1.

21.6 Network Security Requirements

- a) The proposed DR Platform should be hosted in a Tier 3 certified Data Centre.
- b) The Service Provider shall meet all security requirements and guidelines and provide the necessary documentation to ensure all the security requirements including:
 - (i) Security Certifications
 - (ii) System Security Plan (SSP).
 - (iii) Risk Assessment.
 - (iv) Security Test and Evaluation Plan.
 - (v) Plan of Action and Milestones (POAM) and Risk Mitigation Plan.
 - (vi) Continuous Monitoring Strategy.
- c) Upon request from HLL, the hosting Service Provider shall provide the relevant security information and documentation for review and audit purposes of HLL.

21.7 Service Management and Provisioning Requirements

Service Management and Provisioning requirements address the technical requirements for supporting and provisioning the service management of the Shared Infrastructure. Service provisioning focuses on capabilities required to assign services to users, allocate resources/services and the monitoring and management of resources/services.

- a) The Service Provider should provide the ability to allocate virtual machines, storage and bandwidth dynamically, as requested by HLL.

- b) Service Provider should support secure provisioning, de-provisioning and administration such as Secure Sockets Layer (SSL) / Transport Layer Security (TLS) / Secure Shell (SSH).
- c) HLL has the right to enhance the service at any time (on-demand).
- d) The Service Provider should provide a robust, fault tolerant infrastructure that allows for high availability of 99.95%.
- e) The Service Provider should document and adhere to their SLAs to include:
 - (i) Service Availability (Measured as Total Uptime Hours / Total Hours within the Month) displayed as a percentage of availability up to one-hundredth of a percent (e.g. 99.95%)
 - (ii) Within a month of a major outage resulting in S1 incidents, The Service Provider should describe the outage with details of root-cause and fix.
- f) The Service Provider should provide Helpdesk and Technical support services like system maintenance windows.
- g) The Service Provider should provide a secure remote access which allows HLL to perform duties on the hosted infrastructure.
- h) The Service Provider should perform patch management.
- i) The Service Provider should ensure the security of the services and data hosted at DR site.
- j) The Service Provider should perform refresh operations on a periodic basis.
- k) The Service Provider should transfer data back to HLL either on demand or in case of termination of contract for any reason.
- l) The Service Provider should provide necessary training to HLL personnel for the smooth management of DR.

21.8 Management Reporting Deliverables

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

| Report / Deliverable | Description | Frequency |
|--------------------------------------|--|------------------|
| Service Level Agreement (SLA) | <ul style="list-style-type: none"> ➤ Service Availability (Measured as Total Uptime Hours / Total Hours of a Month) ➤ Text description of major outages (including description of root-cause and fix) for all S1 Calls | 6 months |
| Service Utilization | <ul style="list-style-type: none"> ➤ Quarterly utilization & performance of each Shared Infrastructure Service Components (Servers/Storage/networks). | 3 Months |

22. Penalty for Downtime

As per the availability requirements, uptime is 99.95 %, RPO is 1 Hr. and RTO is 2 Hrs. In case the Service Provider fails to achieve above standards, Downtime will be calculated after the permitted RPO and RTO to the time at which DR becomes functional. In such cases, for every 0.01 % drop from the guaranteed uptime of 99.95 %, 1 % of the quarterly advance payment will be deducted as penalty from the next payment.

23. Penalty or Liquidated Damages for delayed implementation

In case the implementation is delayed beyond the stipulated date of delivery, Liquidated damage for late delivery at one half of one percent (0.5%) of the order value for each week of delay or part thereof would be imposed, subject to maximum of 5% if the delay is for 10 weeks or more. The penalty for late delivery will be deducted from the bill amount.

24. Bid Currency

All prices shall be expressed in Indian Rupees only.

25. Other Terms and conditions

25.1 The Purchaser does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.

25.2 The Purchaser reserves the right to resort to re-tendering without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection.

25.3 The Purchaser reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised Bids from the bidders due to such changes, if any.

25.4 Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder from its empanelment.

26. Purchaser's right to accept or reject any Bid or all Bids.

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

27. Indemnity

The selected bidder shall indemnify purchaser and be liable for loss due to malfunctioning of the equipment as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said supplier/contractor. The indemnity Bond shall be submitted within 7 days from receipt of the purchase order.

28. Governing laws and Disputes

All disputes or differences whatsoever arising between the parties out of or in relation to the meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/ Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts in Kerala. The venue of the Arbitration shall be in Kerala.

29. Force Majeure

- 29.1 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.
- 29.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

30. Authorized Signatory

The bidder should indicate the authorized officials from their organization who can discuss, correspond, sign agreements / contracts, raise invoice and accept payments and also to correspond. The bidders should furnish proof of signature of the authorized personnel for above purposes as required by purchaser.

Associate Vice President (IT)

APPENDIX A: Equipment List
Annexure- 1

| Sl. No | Server /App Name | Location | OS | OS version | Virtualization Yes/NO | Hypervisor | Hardware Make/Model | No. of CPU/ Cores | Memo ry GB | App with Version | Database Version | Clustered/ HACMP | Total Allocated Space GB | Storage Model | Filesystem Type | RAID | RTO | RPO |
|--------|------------------|------------|---------|---------------|-----------------------|------------|---------------------|-------------------|------------|---------------------|------------------|------------------|----------------------------------|---------------|-----------------|------|------|-----|
| 1 | hlltccprd | Trivandrum | AIX | 6.1.0.0 | Yes | LPAR | IBM Power 740 | 2 | 16 | ECC 6.0 | Oracle 10g | Yes | OS:80GB SAN:1140 GB | IBM DS 5020 | JFS2 | 10 | 2Hrs | 1Hr |
| 2 | hllsrjprd | Trivandrum | AIX | 6.1.0.0 | Yes | LPAR | IBM Power 740 | 1.5 | 24 | SRM 7.02 | Oracle 10g | Yes | OS:80GB SAN:289GB | | JFS2 | 10 | 2Hrs | 1Hr |
| 3 | hllpripd | Trivandrum | AIX | 6.1.0.0 | Yes | LPAR | IBM Power 740 | 2 | 24 | PI 7.1 | Oracle 10g | NO | OS:80GB SAN:310GB | | JFS2 | 10 | 2Hrs | 1Hr |
| 4 | hllsrprd | Trivandrum | AIX | 6.1.0.0 | Yes | LPAR | IBM Power 740 | 2 | 24 | SRM 7.02 | Oracle 11g | Yes | OS:80GB SAN:405GB | | JFS2 | 10 | 2Hrs | 1Hr |
| 5 | hlltpprd | Trivandrum | AIX | 6.1.0.0 | Yes | LPAR | IBM Power 740 | 2 | 24 | EP 7.0 | Oracle 10g | Yes | OS:80GB SAN:330GB | | JFS2 | 10 | 2Hrs | 1Hr |
| 6 | hlltdmsprd | Trivandrum | AIX | 6.1.0.0 | Yes | LPAR | IBM Power 740 | 1 | 16 | Content Server 6.40 | Max DB 7.6 | Yes | OS:80GB SAN:550GB | | JFS2 | 10 | 2Hrs | 1Hr |
| 7 | hlltixprd | Trivandrum | Windows | 2008 (64bit) | No | - | IBM X3850 X5 | 4 | 16 | Trex 7.10 | - | Yes | OS:200GB SAN:270GB E:100GB | | NFS | 5 | 2Hrs | 1Hr |
| 8 | hllvwebdisp | Trivandrum | Suse | 10 Enterprise | No | - | IBM X3850 M3 | 4 | 18 | Web dispatcher 7.2 | - | Yes | OS: 70 GB SAN:30GB | | reiser fs | 5 | 2Hrs | 1Hr |

| Price Schedule | | | | | | | | Annexure – 2 | |
|----------------|----------------------------|------|----------|------------------|--------------------|------------------------------------|--------------------------------|--------------|--|
| SI.NO | Description of item / work | Unit | Quantity | Basic Price (Rs) | Taxes/ Duties (Rs) | Other incidental costs if any (Rs) | Total Price for each unit (Rs) | Amount (Rs) | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8= 5+6+7 | 9= 4 * 8 | |
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Total Price (in Figure) : Rs.....

Total Price (in words) : Rs.

Annexure-3

FORM FOR PRICE BID

Having examined the Tender Document Number dated, the receipt of which is hereby acknowledged, we, the undersigned, offer to Implementation of Disaster Recovery (DR) Facility under the above-named Tender in full conformity with the Bidding Documents for the sum quoted in price schedule. The following is the total bid price for the scope of work described in our response to your Tender Document.

- i) In figures _____
- ii) In words _____

(Please quote the price in Indian Rupees only)

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

Thanking you,
Yours faithfully,

<Seal and Signature of Authorized Signatory>
<Name of Authorized Signatory>
<Title of Authorized Signatory>

Note: In case of bid by a Bidder/Consortium, this form has to be signed by authorised signatories of all the members of the Bidder/Consortium.

Encl: Price Schedule - ____ pages