

एचएलएल लाइफकेयर लिमिटेड / HLL LIFECARE LIMITED
भारत सरकार का उद्यम /(A GOVT.OF INDIA ENTERPRISE)
पूजापुरा .पि.ओ / POOJAPPURA P O
तिरुवनंतपुरम-695 012 / THIRUVANANTHAPURAM-695 012

Tender No: AI/02/R1/RFQ/AI-BASED ARTWORK MANAGEMENT/2026-27

Dated: 07-09-2026

IFB FOR THE DESIGN, DEVELOPMENT, TESTING AND IMPLEMENTATION OF AI BASED ARTWORK MANAGEMENT SYSTEM IN HLL ON SAAS MODEL

तकनीकी वाणिज्य कबोली
TECHNO COMMERCIAL BID

एचएलएल लाइफकेयर लिमिटेड / HLL LIFECARE LIMITED
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निविदा सूचना
TENDER NOTICE

Sealed and super scribed tenders under limited two bid system (Technical and Price) in the prescribed format are invited for the **DESIGN, DEVELOPMENT, TESTING AND IMPLEMENTATION OF AI BASED ARTWORK MANAGEMENT SYSTEM IN HLL ON SAAS MODEL**

HLL में SaaS मॉडल पर AI-आधारित आर्टवर्क मैनेजमेंट सिस्टम के डिज़ाइन, डेवलपमेंट, टेस्टिंग और इम्प्लीमेंटेशन के लिए, तय फ़ॉर्मेट में सीमित टू-बिड सिस्टम (टेक्निकल और प्राइस) के तहत सीलबंद और सुपर-स्क्राइब किए गए टेंडर आमंत्रित किए जाते हैं।

EMD of Rs 20000. /-shall be paid through RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank	:	State Bank of India
A/c number	:	0030307535628
IFSC Code	:	SBIN0004350
Branch name	:	Commercial Branch, Thycaud, Thiruvananthapuram

Document of the above transactions completed successfully by the bidder shall be enclosed along with the Technical Bid only.

निविदा शुल्क किंवा ईएमडी (EMD) भरण्यापासून सवलत घेऊ इच्छिणाऱ्या SSI/MSE घटकांनी तांत्रिक बोलीसोबत त्यांच्या 'उद्यम नोंदणी प्रमाणपत्रा'ची वैध प्रत सादर करणे आवश्यक आहे.

SSI/MSE units interested in availing exemption from payment of EMD should submit a valid copy of their udyam registration certificate along with technical bid.

निविदा प्राप्त करने की अंतिम तिथि और समय

Last date and time for receipt of tender : 17.09.2026 at 15.00 Hrs

निविदा खोलने की तिथि एवं समय

Date and time of opening tender : 17.09.2026 at 15.30 Hrs

VP(PROCUREMENT SERVICES)

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CONTENTS OF BIDDING DOCUMENTS

TECHNICAL BID

SNO	SCHEDULES	DESCRIPTION	PAGE NOS.
1	SCHEDULE – A	MINIMUM ELIGIBILITY CRITERIA	05
2	SCHEDULE – B	SPECIFICATION / SCOPE OF WORK	07
3	SCHEDULE – C	TERMS & CONDITIONS	25
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9	ANNEXURE - I	NON-DISCLOSURE AGREEMENT	41

Bidders are requested to submit following filled and signed documents along with the Technical bid:

EMD, Tender Fee or valid copy of their udyam registration certificate, Schedule-B, Schedule-F, Schedule-G, Schedule H, Questionnaire for minimum eligibility criteria, Bid security declaration and all supporting document mentioned in SCHEDULE – A and Copy of Income Tax Returns for previous three Financial Years.

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Technical and price bids shall be submitted in sealed covers separately. Tender Number shall be superscribed on the respective covers. The two separately marked covers with Technical Bid & Price bid should be submitted in a single sealed cover superscribing **“TENDER FOR THE DESIGN, DEVELOPMENT, TESTING AND IMPLEMENTATION OF AI BASED ARTWORK MANAGEMENT SYSTEM IN HLL ON SAAS MODEL**

The address to which technical and price bids to be shared is mentioned below;

Vice President (PS) and GH (HCS)
Procurement Services Division
HLL Lifecare Limited
Corporate & Regd. Office, HLL Bhavan, Poojappura,
Thiruvananthapuram-695012
E-mail: sdrbdsouth@lifecarehll.com

Kindly note that the bids must be shared through offline mode only at the above-mentioned address, any other form of submission stands rejected.

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SCHEDULE – A
MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN THE TECHNICAL BID

DESIGN, DEVELOPMENT, TESTING AND IMPLEMENTATION OF AI BASED ARTWORK MANAGEMENT SYSTEM IN HLL ON SAAS MODEL

Bidders shall enclose as part of its offer, relevant details and documents establishing its eligibility and qualification to perform the contract.

The minimum criteria to participate in this tender are as under:

1. Bidders shall have minimum **FIVE years** of experience in software solutions.
2. Firm should have experience in developing and implementing artwork management software solutions and shall have done at least 3 projects in any of the reputed firms during the last 4 years. Relevant certified documents establishing the same must be submitted along with the bid.
3. Bidder must have minimum group turnover of Rs. 50 lakhs (cumulative average) during the last three years. The bidder must submit their balance sheet, profit and loss account for last three years ending 31st March 2025 duly certified by chartered accountant.
4. GST/PAN registrations certificates must be submitted along with the bid.

*** Vendors who do not meet the minimum eligibility criteria will be disqualified.**

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QUESTIONNAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA

SNo.	DESCRIPTION	
1	Whether you are a firm providing software solutions	YES/NO
2	Do you have minimum five years of experience in providing software solutions	YES/NO
3	Whether your firm is having experience in providing artwork management software solutions in any of the reputed firms during the last 4 years	YES/NO
4	If the answer for sl.No:3 is YES, Have you uploaded supporting document for the same	YES/NO
5	Do you have minimum group turnover of Rs. 50 lakh (cumulative average) during the last three years. The bidder must submit their balance sheet, profit and loss account for last three years ending 31st March 2025 duly certified by chartered accountant.	YES/NO
6	Whether you can provide the AMS solution as per the technical specification and scope of work as per Schedule- B	YES/NO
7	Have you enclosed GST registrations certificates and PAN card copy along with the technical bid?	YES/NO
8	Have you submitted EMD?	YES/NO
9	If the answer for SNo:9 is NO, Have you uploaded valid Udyam registration certificate	YES/NO

All the information provided herein is true & correct

NOTE: Forms must be completed in all respect and supported by relevant documents.

PLACE

NAME & SIGNATURE OF THE BIDDER

DATE:

(WITH OFFICE SEAL)

SCHEDULE-B
TECHNICAL SPECIFICATIONS & SCOPE

1.1 Scope and Purpose

This document defines the detailed functional and technical specification and the scope of work for implementing an AI-based Artwork Management System (AMS) at HLL.

1.2 Objectives

- Implement an end-to-end automated workflow covering artwork creation, review, correction, approval, and final release as per the workflow and process flow mentioned in the document.
- Establish a centralized digital platform / single source of truth for all artworks, ensuring traceability, accountability, and faster turnaround time.
- Build a master artwork repository with complete version history, enabling users to track changes, approvals, revisions, and released versions.
- Link every artwork to its corresponding material code, product & specification details, vendor details, and current approval status for accurate tracking and easy retrieval.
- Deploy AI-based artwork comparison tools to verify vendor-provided digital artworks against the approved master version across Pantone shades, CMYK values, patterns, text content, spelling, barcodes, QR codes, statutory/regulatory symbols, logos, pictures, dimensions, layout, and other regulatory or design elements.
- Enable AI-based comparison of physical shade cards & print forms against the approved master artwork to ensure the accuracy of all parameters as mentioned above except color shade.
- Reduce manual, ad-hoc review of digital files, print proofs, and commercial print samples by replacing them with system-based, rule-driven and AI-assisted checks.
- Provide HLL the flexibility to configure and modify the approval workflow, and add or remove users/roles within the workflow, without dependency on the vendor for routine changes.

2. Current State Assessment (As-Is Profile)

This profile forms the baseline for sizing the solution (users, languages, volumes) and for scoping configuration effort. This is an indicative profile and may change.

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2.1 Organizational & Market Profile

PARAMETER	CURRENT STATUS
Rollout markets	Domestic and International
Broad Product segments / categories managed	10
Manufacturing locations (total)	7
Markets / countries sold into	45 countries
SKUs managed	250
New products launch per year	25
Artworks generated per year (new + change requests)	100-150
Languages used for artwork creation	English, Arabic, Spanish, German, French, etc.
Translation agencies engaged	3
Design resources	Internal and external designers (20 external designers)
Design agencies engaged	10-20
Mock-ups / registration templates owned by	Packaging Design – Product Management Group (PMG)
Packaging Materials Domain	Leaflets, IFU, Foil, Wallet, Dispenser carton, Master Carton, etc.

2.2 Current Proofing & Review Practice

The AMS shall convert each of these into a system-based and AI-assisted workflow step as detailed in the document.

REVIEW CHECKPOINT	CURRENT METHOD
Digital file (PDF) review for approval	Manual
Print proof (digital file) vs. master digital file	Manual
Commercial print (hard copy) vs. master digital file	Manual

3. User Landscape & Access Requirements

The AMS shall support distinct internal and external user groups, each with role-based access aligned to the approval workflow in Section 6. User counts below are as mentioned by HLL shall be validated and finalized during the requirements sign-off; the system shall in any case be configurable to add or remove named users without structural changes. The system shall support unlimited named users and unlimited

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AI proofing and artwork mapping. However the number of concurrent users shall be as decided by HLL and will be mentioned in the PO.

3.1 Internal Users

Internal users include Brand/Marketing, Legal or Regulatory, Quality Assurance, Packaging, Product Compliance, and other functions involved in artwork creation and review.

SNO	INTERNAL USER GROUP	NAMED USERS (HLL INPUT)
1	Packaging Team	10
2	Legal / Regulatory Team	10
3	Marketing Team	15
4	Design Team	20
5	Quality Team	10
6	R&D Team	10
7	Others (Factory roles – Unit Chief, PPC Head, PMT Lab Head, Officer–Artwork, QA Head, PMT Officer, Purchase Manager, etc.)	50 (approx.)

3.2 External Users

Total flexibility to determine and adjust the number of external users as the rollout progresses. The licensing and access model shall accommodate this. The numbers mentioned are only indicative, and the software should support unlimited external named users.

SL NO	EXTERNAL USER GROUP	NAMED USERS
1	Design / Creative Agency	10-20
2	Print Vendor / Packaging suppliers	50-100
3	External Consultants (where applicable)	20
4	Customer (where applicable, e.g., export markets)	15

4. Scope of Work — Core Platform Capabilities

This section defines the foundational AI platform capabilities the AMS must provide. These form the digital backbone on which the AI-based comparison capabilities (Section 5) and the configurable workflow (Section 6) operate.

4.1 Centralized Artwork Repository

- A single, centralized digital repository for all artwork files (master artworks, working files, vendor submissions, approved releases) across all product segments and manufacturing locations.
- Each artwork record shall be linked to: material code, product/SKU details, brand, market(s), language variant, vendor details, and current approval status.
- Search and retrieval by material code, product name, SKU, brand, market, language, status, version number, and date range.

4.2 Version Control & History

- Automatic version creation on every save/upload, with no manual file renaming required.
- Complete, immutable version history per artwork showing: version number, uploader, date/time, change description, review comments, and approval outcome.
- Clear visual distinction between Draft, Under Review, Corrected, Approved, and Released/Final versions.
- Side-by-side and overlay version comparison (current vs. any prior version) for quick visual difference checks, in addition to the AI-based comparison tools in Section 5. Differences shall be highlighted.
- Roll-back / reference capability to view or extract any historical approved version.

4.3 Multi-language Artwork Support

- Native support for artwork creation, review, and approval in the languages currently used by HLL — English, Arabic, Spanish, German, French, etc. — with the ability to add further languages as HLL expands.
- Support for Right-to-Left (RTL) text rendering and comparison for Arabic-language artworks, including RTL-aware text-extraction for the AI text comparison tool (Section 5.3).
- Linkage of all language variants of a given SKU/material code so that reviewers can see the full language family for a product at a glance.

4.4 Vendor & Agency Collaboration

- A secure external-facing part of the software for design agencies, print vendors, translation agencies, and external consultants to receive briefs, upload artwork, and respond to review comments — without exposing HLL's internal repository structure.
- External users can access only the artworks, briefs, and discussion threads relevant to them. Where multiple packaging material suppliers are associated with the same artwork, each supplier will have visibility only into their own workflow and related information. Supplier identities and activities will remain confidential and inaccessible to other vendors.
- System shall have the option to activate/deactivate external vendors.
- Vendor-facing comment/correction loop that mirrors the existing manual back-and-forth shown in the workflow chart (Section 6), but with full system logging.

4.5 Notifications, Tasks & Turnaround Tracking

- Automated email/in-app notifications at every handoff point in the workflow (brief issued, draft submitted, review due, corrections required, approval granted, artwork released, vendor proof returned, etc.).
- Task queues / inboxes per role so each user sees only the artworks pending their action.
- Configurable SLA / turnaround timers per workflow stage, with escalation alerts for artworks pending beyond an agreed threshold.
- Dashboard and reporting on cycle time, bottleneck stages, rejection/correction rates, and overall turnaround — directly addressing HLL's stated objective of faster turnaround time.

4.6 Dashboards, Audit Trail & Reporting

- Role-based dashboards showing artworks in progress, pending actions, overdue items, and recently released artworks.
- Full audit trail capturing every action (upload, view, comment, correction, approval, rejection, release) with user, timestamp, and IP/session reference, supporting the transparency, traceability, and accountability objectives stated by HLL.
- Exportable reports (e.g., artwork status report, turnaround-time report, vendor performance report, AI comparison exception report).

4.7 Migration of Legacy Artwork Files

HLL shall have the flexibility to upload historical artwork files and wishes to migrate the last approved version (PDF) of existing artworks into the new system. The following is in the scope of the bidder.

- ❖ Bulk upload/migration of the last-approved-version PDF for existing artworks into the AMS repository, tagged against the correct material code/SKU. Approximately 250 existing artworks are expected to be bulk-uploaded to the master library, along with the metadata provided by HLL.
- Mapping of migrated files to the metadata structure defined in Section 4.1 (material code, product, vendor, status).
- Migration delivered as a distinctly scoped, paid professional-services work-stream (volume and effort to be quantified once the inputs below are confirmed).

5. Scope of Work — AI-Based Comparison & Proofing Capabilities

The system shall use AI-based comparison to verify vendor-provided artwork, print proofs, and physical shade cards against the approved master version, eliminating manual visual review as the primary quality gate.

5.1 Baseline Tools for digital proofing

The following tools shall be mandatory available as part of the base AMS license, with no additional licensing cost:

TOOL	FUNCTION
Colour Recognition	Detects and validates colour values (including Pantone/spot references/CMYK) used in the artwork file.
Font Recognition	Identifies fonts, font sizes, and styles embedded or referenced in the artwork file.
Layer Recognition	Reads and validates the layer structure of the artwork file (e.g., separations, language layers, die-line layers).
Barcode Recognition	Detects and reads barcodes / QR codes embedded in the artwork for validation against the correct product reference.

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Image Comparison (pixel-to-pixel)	Performs a pixel-level visual comparison between two versions of an artwork to flag any visual deviation.
Dimensions	Detect any variations in dimensions with reference to the master artwork.
Text comparison	Detects text and compares it with the master artwork, flagging variations including spelling errors, etc.

5.2 AI-Based Master vs. Vendor Artwork Comparison

The system shall provide AI-based comparison of vendor-submitted artwork against the HLL-approved master version, covering — at minimum — the following parameters:

- Pantone shades and colour values (spot colour references).
- CMYK values (process colour build-up).
- Patterns and background design elements.
- Text content (presence, placement, and accuracy of all on-pack copy).
- Spelling, across all languages in scope, including RTL Arabic text.
- Barcodes and QR codes (presence, position, and decodability).
- Statutory and regulatory symbols (e.g., recycling marks, weights & measures declarations, hazard/warning symbols, certification marks).
- Logos and brand marks (correct version, placement, and proportions).
- Dimensions and layout (die-line conformance, bleed, safe area, and overall layout structure).
- Any other regulatory or design element nominated by HLL during detailed design (e.g., country-specific compliance text).

The output of this comparison shall be a structured exception report that highlights each deviation found (parameter, location on the artwork, severity), enabling the reviewer to accept, reject, or request correction directly from the report — rather than relying on unaided visual inspection.

5.3 Text Comparison Tools

TOOL	COMPARISON TYPE	IN SCOPE
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Text Comparison – Artwork	PDF vs. PDF (master artwork text vs. vendor/working artwork text)	Yes
Text Comparison – Leaflet / Insert	Word document vs. PDF (approved copy text vs. final leaflet/insert artwork)	Yes

Both tools shall flag additions, omissions, substitutions, and formatting differences in text content, and shall support all languages defined in Section 4.3.

5.4 AI-Based Physical Shade Card/Print Inspection System & Comparison

The system shall support AI-based comparison of a physical/printed shade card against the approved master artwork, to verify all check parameters as mentioned below.

TOOL	FUNCTION
Font Recognition	Identifies fonts, font sizes, and styles embedded or referenced in the artwork file.
Layer Recognition	Reads and validates the layer structure of the artwork file (e.g., separations, language layers, die-line layers).
Barcode Recognition	Detects and reads barcodes / QR codes embedded in the artwork for validation against the correct product reference.
Image Comparison (pixel-to-pixel)	Performs a pixel-level visual comparison between two versions of an artwork to flag any visual deviation.
Dimensions	Detect any variations in dimensions with reference to the master artwork.
Text comparison	Detects text and compares it with the master artwork, flagging variations including spelling errors, etc.

- Accept a scanned image of the physical, commercial print sample as input.
- A pass/fail or deviation-score output integrated into the approval workflow, so that shade card sign-off is recorded as a discrete workflow step (see Section 6).
- Run the same category of AI-based comparison described in Section 5.2 (text, colour, barcode, logo, layout) between the scanned print sample and the approved digital master.
- Generate an exception report in the approval steps identified in the workflow

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- Configurable Artwork Creation & Approval Workflow

A standard end-to-end workflow, from creative brief through to Purchase Order release and vendor sign-off. The AMS shall implement this workflow as a configurable process — not a hard-coded one — so that HLL can modify routing logic and add or remove users/roles at any stage with or without vendor intervention, per HLL's explicit requirement.

6.1 Workflow Design Principles

- The workflow shall be modelled as a configurable sequence of stages, each with a defined owner/role, action, and decision/output — matching the structure of HLL's process below.
- HLL administrators shall be able to add, remove, or re-sequence approval steps and reassign roles through a no-code/low-code workflow configuration screen, without requiring vendor development effort for routine changes.
- Each decision point (e.g., “Corrections?”, “Approved?”, “Fine / Not Fine”) shall route the artwork automatically to the correct next step or back to the correct prior step, with the reason for rejection captured against the version history (Section 4.2).
- The workflow shall support parallel process families: (a) Master Artwork Approval (Marketing → Factory), and (b) Print Proof / Vendor Approval (Factory ↔ Vendor), as reflected in HLL's process and summarised above.
- All hand-offs shall trigger the notification and task-queue mechanisms defined in the document.

6.2 End-to-End Process Flow

The table below reproduces HLL's confirmed workflow, step by step, and shall serve as the baseline configuration. Steps are grouped by phase for clarity. The final process flow will be decided during the project kickoff meeting with the successful bidder.

STEP	PHASE	ROLE / OWNER	ACTION	DECISION / OUTPUT
1	Marketing	Marketing PMG Manager	Provides brief & inputs to Designer	—
2	Designer	Designer – External	Creates draft artwork	—
3	Marketing	PMG Manager	Reviews draft artwork	Corrections → back to Designer; No corrections → to Head of Marketing

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4	Marketing	Head of Marketing Division	Reviews & approves artwork	Changes → back to PMG Manager; Approved → to Unit Chief
5	Factory	Unit Chief – Factory	Receives approved artwork & forwards to PPC Head	—
6	Factory	PPC Head	Forwards to PMT Lab Head	—
7	Factory	PMT Lab Head	Forwards artwork to Officer handling artwork	—
8	Factory	Officer – Artwork	Adapts artwork to production requirements; sends to PMT Lab Head	—
9	Factory	PMT Lab Head	Reviews adapted artwork	Approved → to QA Head; Not approved → back to Officer
10	Factory	QA Head	Reviews artwork	Approves → to PMT Lab Head
11	Factory	PMT Lab Head	Forwards to PMT Officer	—
12	Factory	PMT Officer	Sends approved artwork to Purchase	—
13	Factory	Purchase Manager	Purchase Order + artwork released to Vendor	—
14	Vendor	Vendor – External	Recreates / finalises artwork as required	Sent to Purchase Department
15	Factory	Purchase Manager	Sends vendor artwork to lab for approval	Artwork sent to PMT Lab
16	Factory	PMT Officer	Reviews artwork returned by vendor	Fine → approve; Not fine → back to vendor via Purchase
17	Factory	Purchase Manager	On lab approval, gives go-ahead for cylinder / plate development	—
18	Vendor	Vendor – External	Provides sample / cylinder proof to Purchase	—
19	Factory	Purchase Manager	Provides sample / cylinder proof to lab for approval	—
20	Factory	PMT Officer	Reviews sample / cylinder proof	Fine → approve; Not fine → back to vendor via Purchase
21	Factory	Purchase Manager	On lab approval, gives go-ahead for bulk supply	—

6.3 Process Phases Summary

- Phase A – Brief & Creative Development (Steps 1–2): Marketing issues the brief; the external designer creates the draft.
- Phase B – Marketing Approval (Steps 3–4): Internal Marketing review and Head of Marketing sign-off, with correction loops back to the designer.
- Phase C – Factory Adaptation & QA (Steps 5–12): The approved artwork is adapted for production and passes through PMT Lab and QA review before being cleared for procurement.
- Phase D – Vendor Release & Print Proof Approval (Steps 13–16): Purchase releases the Purchase Order and artwork to the vendor; the vendor's recreated artwork is reviewed and either approved or sent back for correction.
- Phase E – Cylinder / Plate & Bulk Supply Sign-off (Steps 17–21): Sequential approval of the cylinder/plate proof and final go-ahead for bulk production supply.

6.4 Workflow Configurability Requirements

- HLL shall have the flexibility to change the workflow sequence and to add or remove users/roles at any stage, as explicitly stated in HLL's requirement.
- The system shall support conditional branching (e.g., “Corrections?”, “Fine / Not Fine”) configurable per artwork type, product segment, or market, where HLL's process differs across these dimensions.
- The system shall support parallel/independent approval workflows for (a) Master Artwork Approval and (b) Print Proof Approval, as referenced by HLL, with the ability to share or separate user groups between the two as required.
- Role-to-user mapping shall be maintained centrally so that organisational changes (e.g., a new QA Head) do not require redesign of the workflow itself.
- The system shall support deployment of the same AMS platform, workflow engine, and AI comparison tools across all HLL manufacturing locations (e.g., PFT, AFT, KFB, KFC, and others), with the ability to configure a distinct workflow sequence, role mapping, and approval hierarchy for each manufacturing unit independently, without requiring separate licenses, separate instances, or vendor

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development effort- so that unit-specific variations in the approval chain (e.g., differing Unit Chief, PPC Head, or QA Head structures) can be accommodated centrally by HLL administrators.

7. IT Landscape, Integration & Non-Functional Requirements

7.1 Current IT Landscape

Parameter	HLL Input
ERP system in use	SAP – SAP on HANA (SoH)
ERP / SAP integration with AMS	Not required in the initial phase

7.2 Integration Scope

- Phase 1 (Go-Live): The AMS shall be implemented as a standalone system with no integration to SAP SoH.
- Future Phase (Out of current scope, design for extensibility): The solution architecture shall not preclude future integration with SAP SoH (e.g., for material code / SKU master data sync) and this shall be reviewed as a separate change request when HLL is ready to pursue it.
- The AMS shall expose standard APIs / data-exchange mechanisms to support such future integration without re-architecture.

7.3 Deployment Model

The deployment model (cloud-hosted SaaS) and the supporting infrastructure shall be confirmed with HLL's IT team during the requirements workshop, taking into account HLL's data residency, security policy, and SAP SoH hosting model. The following shall be defined at that stage:

- All HLL data, including primary storage, disaster-recovery, and backup copies, shall be hosted and shall reside entirely within the geographic territory of India.
- Any access to HLL data for support or maintenance shall also be from within India.
- The Bidder shall disclose all sub-processors and shall not transfer, or permit access to, HLL data outside India.
- The solution shall provide for backup, disaster recovery, and business continuity with a Recovery Point Objective (RPO) not exceeding 24 hours and a Recovery Time Objective (RTO) not exceeding 4 hours, or as finalised during solution design.

7.4 Performance & Scalability

- The system shall comfortably support the volume of new artwork requests and change requests generated, etc.
- File upload, AI comparison processing, and report generation times shall be benchmarked and agreed during solution design, with target turnaround times defined per artwork file size.
- The system shall support the total named user base confirmed in Section 3 with no degradation in concurrent multi-user performance.
- The system shall have the capacity to attach detailed specifications of artwork against each approval process.

7.5 Security & Access Control

- Role-based access control (RBAC) aligned to the user groups in Section 3 and the workflow roles in Section 6.
- HLL shall have the right, during the SaaS period and on reasonable prior notice, to audit or to obtain through an independent third party an attestation of the Bidder's information-security and data-handling controls relevant to this engagement.
- Segregated access for external users (agencies, vendors, consultants, customers) restricted to only the artworks and tasks relevant to them.
- Secure file transfer/storage (encryption in transit and at rest) for all artwork files and associated metadata.
- Single Sign-On (SSO) support for internal users, to be confirmed against HLL's identity provider during solution design. Multi-Factor Authentication (MFA) shall be enforced for all external users — design/creative agencies, print vendors, consultants, and customers for accessing the portal.
- The successful bidder shall obtain and submit a VAPT clearance certificate from a CERT-In empanelled auditor prior to Go-Live of the AMS.
- The proposed platform shall be maintained under a valid CERT-In empanelled VAPT clearance from the commencement of the project and throughout the entire SaaS contract period, with re-testing carried out after every major release or change to the platform. The VAPT closure report shall be submitted to HLL on completion of each such assessment.

- The Bidder shall notify HLL in writing of any actual or suspected data breach, security incident, or unauthorized access affecting HLL's data within 24 (twenty-four) hours of becoming aware of the same, and shall extend full cooperation in investigation, containment, and remediation at no additional cost to HLL.

7.6 Usability & Accessibility

- Web-based access for all internal and external users, with no dependency on installed desktop software for core review and approval actions.
- Multi-language user-interface support aligned with the languages in scope, at minimum for review/approval screens.
- Mobile-responsive access for approval actions where feasible, to support time-sensitive sign-offs by senior approvers (e.g., Head of Marketing).

8. Validation, Compliance & Quality Requirements

8.1 21 CFR Part 11 Validation

Even though this is not part of current scope the system shall support validation services in line with 21 CFR Part 11 (US FDA regulation governing electronic records and electronic signatures), if HLL intends to integrate this into the system in future.

The AMS shall support electronic signature capture for all approval steps in the workflow (Section 6), meeting the authentication, non-repudiation, and audit-trail requirements of 21 CFR Part 11.

- Computer System Validation (CSV) documentation shall be prepared, including User Requirement Specification (URS), Functional Specification (FS), Design Specification (DS), Installation Qualification (IQ), Operational Qualification (OQ), and Performance Qualification (PQ).
- Validation services shall be scoped as a distinct, separately costed work-stream once HLL confirms the requirement and the regulatory scope (e.g., specific product lines or markets requiring Part 11 compliance).

8.2 Quality & Regulatory Compliance Checks

- The AI-based comparison capabilities in Section 5 shall be configured to recognise and validate statutory and regulatory symbols relevant to each target market (Section 2.1), including country-specific labelling and compliance marks.

- The system shall maintain a configurable rule-set per market/product segment so that regulatory checks can be updated as compliance requirements evolve, without requiring core system redevelopment.

9. Implementation Approach & Phasing

Implementation of the AI-based artwork management system will be as furnished below.

9.1 Phase 1 — Requirements Confirmation & Solution Design

- Finalization of the configurable workflow baseline and role-to-user mapping.
- Finalization of the detailed Functional Requirement Specification (FRS) document by the successful bidder, strictly based on this technical document.
- Sign-off of this Specification & Scope of Work document.

9.2 Phase 2 — Core Platform Build & Configuration

- Configuration of the centralised repository, version control, metadata model, and user roles.
- Configuration of the approval workflow, including all decision points and notification rules.
- Set-up of the vendor/agency collaboration portal with access segregation.

9.3 Phase 3 — AI Comparison Tools Configuration & Tuning

- Configuration of baseline tools (colour, font, layer, barcode recognition; pixel-to-pixel image comparison), etc.
- Configuration and tuning of master-vs-vendor artwork comparison parameters (Pantone, CMYK, patterns, text, statutory symbols, logos, dimensions, layout, etc.).
- Configuration of text comparison tools (artwork PDF vs. PDF; leaflet Word vs. PDF) across all 5 languages.
- Configuration of the physical shade card comparison process, including the agreed capture method.
- Configuration of the Print Inspection System for scanned commercial print vs. digital master.
- Accuracy testing of each AI tool against a sample set of known-good and known-defective artworks, with tolerance thresholds agreed with HLL's QA team.

9.4 Phase 4 — Data Migration

- Migration of the last-approved-version PDF files for existing artworks, per the scope and inputs confirmed.
- Data quality validation post-migration (spot-check against source files).

9.5 Phase 5— Testing, Training & Go-Live

- System Integration Testing (SIT) and User Acceptance Testing (UAT) covering the workflow end-to-end (Section 6) and all AI comparison tools (Section 5).
- Role-based training for internal users (Marketing, Factory roles, QA) and external users (agencies, vendors).
- Cut-over plan and go-live support.

9.6 Phase 6 — Post-Go-Live Stabilisation & Hypercare

- Hypercare support period immediately following go-live for the next 2 months from the date of Go-Live.

9.7 Phase- 7 – SAAS model subscription start

Subscription model will start along with the hypercare period.

- The SaaS subscription model and its associated billing cycle shall commence concurrently with the Hypercare support period. The Hypercare period shall be strictly enforced for a duration of 2 (two) months immediately following the date of successful Go-Live.
- **Service Level Agreement (SLA) During & Post-Hypercare:** During the entire SaaS contract period, including the Hypercare phase, the vendor shall maintain a minimum system uptime of 99.5%, supported by a dedicated issue resolution and ticketing mechanism.
- **Penalty for SLA Breach:** If any reported downtime or critical issue remains unresolved for more than 3 (three) hours from the time of ticket generation, a penalty at the rate of 0.5% of the quarterly SaaS contract value shall be levied and deducted from the forthcoming invoice.
- ❖ The vendor shall provide a dedicated ticketing portal, and HLL shall be able to download the full audit trail of each reported issue from reporting to resolution on a monthly basis, which shall form the basis for SLA penalty computation.

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- ❖ During the SAAS contract period, including the hypercare phase, the vendor shall maintain a minimum system uptime of 99.5% uptime, measured on a calendar month basis excluding scheduled maintenance windows notified to HLL in advance, supported by a dedicated issue-resolution and ticketing mechanism.
- ❖ For any shortfall in the committed monthly uptime, or for failure to resolve a logged critical issue within 3 (three) hours of ticket generation, a penalty at the rate of 0.5% of the quarterly SaaS contract value shall be levied per occurrence and deducted from the forthcoming invoice, subject to a maximum of [10]% of the quarterly SaaS contract value in any quarter.

10. Timelines

10.1 Indicative Project Timeline

SNo	Deliverable	Related Section
1	Acceptance of PO	Day 1
2	Project Kick-off Meeting	Day 2
3	Finalization of FRS and document sign-off	Day 5
4	Sandbox testing of use cases — artwork management workflow and 10 cases of HLL-provided artworks, covering AI proofing and workflow testing of physical prints of these artworks. The testing shall be certified by the Head of the concerned department and the AI Head.	Day 15
5	Role-Based Training & User Documentation	Day 28–29
6	Final Go-Live	Day 31
7	Testing of live use cases — 10 artworks provided by HLL. Both digital proofing & print proofing. The testing shall be certified by the Head of the concerned department and the AI Head.	Day 31–33
8	Official sign-off if all test criteria and specifications are fully met	Day 34

All dates are counted from the date of release of the purchase order.

10.2 Indicative Acceptance Criteria

- All workflow steps are executable end-to-end in the configured system, with correct routing on every decision point, and HLL administrators can independently add/remove/reorder a step without vendor support.

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- Every artwork record correctly displays linked material code, product details, vendor details, version history, and current approval status.
- AI-based master-vs-vendor comparison correctly flags deliberately introduced test defects (colour deviation, text error, missing statutory symbol, barcode mismatch, dimension/layout deviation) in a pre-agreed UAT test pack, at the accuracy threshold.
- Text comparison tools correctly identify injected text discrepancies across all 5 in-scope languages, including Arabic (RTL).
- Physical shade card comparison produces a consistent, repeatable pass/fail or deviation score against the same master artwork across multiple test captures.
- Print Inspection System correctly flags discrepancies between a scanned commercial print sample and its digital master in the UAT test pack.
- All actions across the workflow are recorded in the audit trail with correct user, timestamp, and action detail.
- Migrated legacy artworks are retrievable and correctly linked to their material code/SKU, with a sample data-quality check passing against source files.
- The AI-based comparison tools shall correctly detect not less than [96]% of the deliberately introduced defects in the pre-agreed UAT test pack, with the false-positive rate not exceeding the threshold mutually agreed with HLL's QA team prior to UAT. The agreed accuracy and false-positive thresholds shall form part of the acceptance criteria.

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SCHEDULE – C
TERMS AND CONDITIONS

- 1) This is a TWO BID system comprising of:
 - (a) Technical Bid
 - (b) Price Bid
- 2) The Bidder is expected to examine all instructions, forms, terms and conditions given in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect will be at the bidders risk and may result in rejection of the bid.
- 3) The validity of both Technical Bid and Price bid shall be valid for **one year**. However, HLL reserves the right to limit/extend the validity period without assigning any reason.
- 4) The date and time of opening of Price Bid will be intimated separately. The Price Bids of Tenderers who do not qualify in the technical bid will not be opened.
- 5) The tenders should be completed in all respects. Incomplete tenders are liable to be rejected.
- 6) Technical and price bids shall be submitted in sealed cover separately. Tender No shall be superscribed on the respective covers. The two separately marked covers with Technical Bid & Price bid should be submitted in a single sealed cover superscribing "IFB FOR THE DESIGN, DEVELOPMENT, TESTING AND IMPLEMENTATION OF AI BASED ARTWORK MANAGEMENT SYSTEM IN HLL ON SAAS MODEL"
- 7) The Tenderer who does not meet the Minimum Eligibility Criteria in Technical bid shall be considered as DISQUALIFIED in the tender. Their Price Bid shall be returned unopened.
- 8) The SaaS subscription rate quoted shall remain firm for the initial period of one year and may be extended for further period on mutual consent, any escalation in the annual subscription charge shall not exceed 3% per annum.
- 9) The SaaS subscription period shall be five (5) years from the date of commencement of the subscription, extendable on mutual consent on the terms specified herein.

Payment terms

Payment terms are bifurcated to one time implementation cost and SAAS cost

Payment Terms – One-Time Implementation Cost

The total One-Time Implementation Cost shall be payable as follows:

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1. 70% of the One-Time Implementation Cost shall be released within 15 (fifteen) days from the date of successful Go-Live of the solution, subject to submission of the relevant invoice and acceptance by HLL as mentioned in Schedule B.
2. 20% of the One-Time Implementation Cost shall be released upon successful operation, stabilization, and validation of the system for a continuous period of 14 (fourteen) days from the date of Go-Live, and upon certification by HLL that the system is functioning as per the agreed requirements mentioned in Schedule B.
3. Remaining 10% of the One-Time Implementation Cost shall be released upon submission of a valid Performance Bank Guarantee (PBG) equivalent to 10% of the total contract value, with a validity period of one (1) year from the date of Go-Live or final acceptance, whichever is applicable.

SaaS Subscription Payment Terms

1. The SaaS subscription charges shall become payable from the commencement date of the SaaS service period, as certified by HLL.
2. The Bidder shall raise invoices **quarterly in advance** (or quarterly, as applicable) from the date of commencement of the SaaS subscription period.
3. HLL shall process and release payment within **30 days** from the date of receipt of the invoice, subject to satisfactory service performance and compliance with contractual obligations.
4. Any disputes relating to the invoice shall be communicated to the Bidder within a reasonable period, and payment for the undisputed portion, if any, shall be processed accordingly.
5. The SaaS subscription charges shall remain inclusive of all support, maintenance, updates, upgrades, hosting, security patches, and other services as specified in the scope of work, unless otherwise stated in the contract.
6. The Bidder shall further indemnify and keep HLL indemnified against any claim, demand, or proceeding alleging that the AMS, the AI-based comparison tools, or any component thereof infringes any patent, copyright, trademark, or other intellectual property right of a third party, including all losses, damages, and legal costs arising therefrom.
7. **Delivery schedule:** The entire project is to be completed as per the mutually finalized project plan from the date not more than 35 days from the release of PO

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- 8) All disputes, suites and proceedings in case shall be only in the courts of competent jurisdiction in Trivandrum.
- 9) Tender Document Fees and Bid Security (EMD):

Tender fee (Non-refundable) and EMD as per the tender conditions shall be paid separately, through RTGS/NEFT transfer in the following HLL A/c details. Failing that, the bidder's bid will not be opened.

Name of Bank : State Bank of India
A/c number : 0030307535628
IFSC Code : SBIN0004350
Branch name : Commercial Branch, Thycaud, Thiruvananthapuram

Document of the above transactions completed successfully by the bidder, shall be enclosed along with the Technical Bid only.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment is effective on the date and time of bid opening.

- Bidders are required to submit an EMD of Rs. 20,000/- (Rupees Twenty Thousand Only) through RTGS/NEFT transfer. The payment must be remitted to the State Bank of India, Commercial Branch, Thycaud, Thiruvananthapuram (A/c number: 0030307535628, IFSC: SBIN0004350). Proof of successful transactions must be enclosed strictly within the Technical Bid.
- SSI/MSE units and recognized Start-up units are exempted from EMD payment, provided they submit a valid Udyam Registration Certificate or DIPP Registration Certificate along with their technical bid.
- All bidders must submit a "Bid Security Declaration". If a bidder withdraws or modifies their bid during the validity period, they shall be suspended from participating in HLL tenders for a period of 2 (two) years.
- For the successful bidder, the EMD of Rs.20,000/- shall be retained and converted into a Security Deposit. The security deposit shall be topped up to 3% of the order value , with the

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balance amount (after adjusting EMD) recovered from the vendor's first invoice(s) and refunded at the end of contract period.

- 10) The EMD submitted will be converted to security Deposit and will be released at the end of contract period.
- 11) The bidder has to provide "Bid Security Declaration" and in case if the bidder withdraws or modify the bids during the bid validity period, the bidder will not be allowed to participate in HLL Tenders for a period of 2 Years from the date of this tender.
- 12) .The EMD of successful bidders will be converted into a security deposit. The security deposit for this tender will be 3% of the order value. MSE units interested in availing exemption from payment of EMD should submit a valid copy of their Udyam registration certificate. But the Party has to provide Security deposit if Tender is awarded to them.
- 13) The tender is liable to be suspended or cancelled at any time at the discretion of the company without assigning any reason.
- 14) SSI/MSE units interested in availing exemption from payment of EMD should submit a valid copy of their Udyam registration Certificate. But the Party has to provide Security deposit if Tender is awarded to them. Start-up units interested in availing exemption from payment of EMD shall submit a valid copy of Registration Certificate from Department of Industrial Policy & Promotion along with the tender. But the party has to provide security deposit if Tender is awarded to them. 25% of annual procurement value will be sourced from Micro and Small Enterprises (MSE), out of which 4% is earmarked for procurement from MSE's owned by SC or ST entrepreneurs and 3% is earmarked for procurement from MSE's owned by Women entrepreneurs. In the event of failure of SC or ST or Women entrepreneurs to participate in tender or meet tender requirements/conditions regarding price the same will be sourced from other MSE enterprises.
- 15) The Bidder must strictly abide by the delivery and implementation schedule stipulated in the supply order. The entire project implementation, up to Go-Live, shall be completed within 35 (thirty-five) days from the date of receipt of the Purchase Order (PO) / Letter of Intent (LOI).

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16) The bidder should have submitted a copy of the income tax returns for the previous three financial years.

17) LIQUIDATED DAMAGES FOR DELAY IN IMPLEMENTATION

The Bidder shall strictly adhere to the implementation schedule. The entire project implementation, up to Go-Live, shall be completed within 35 (thirty-five) days from the date of receipt of the Purchase Order (PO) / Letter of Intent (LOI).

In the event of delay in achieving Go-Live beyond the scheduled date, Liquidated Damages (LD) shall be levied on the **One-Time Implementation Cost** as per the following slabs:

SNo.	Period of delay beyond the scheduled Go-Live date	Liquidated Damages (% of One-Time Implementation Cost)
1	Delay up to 1 week (1–7 days)	1.0%
2	Above 1 week and up to 2 weeks (8–14 days)	2.5%
3	Above 2 weeks and up to 3 weeks (15–21 days)	4.0%
4	Above 3 weeks and up to 4 weeks (22–28 days)	6.0%
5	Delay beyond 4 weeks (> 28 days)	7.5% (maximum cap)

Notes:

- LD shall be the single percentage applicable to the slab into which the actual delay falls and shall not be cumulative across slabs.
- The total Liquidated Damages shall in no case exceed **7.5%** of the One-Time Implementation Cost.
- LD may be recovered from any bill, the Security Deposit, or the Performance Bank Guarantee.
- Should the LD reach the maximum cap of 7.5%, HLL reserves the right to terminate the contract, forfeit the Security Deposit, and initiate legal action to recover the actual loss suffered.

18) INDEMINITY CLAUSE:

If the supplier fails to execute the order within the time prescribed for the delivery of services ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all losses or damages whatsoever to be

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incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of goods at agreed quantity and rate within the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. No quantity/quality tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. Responsiveness of the Bid shall be at the discretion of HLL.

- The supplier shall have no right to change the tender conditions/service stipulated in the supply order.
 - Bid pronounced Non Responsive by HLL shall be summarily rejected.
 - The decision of HLL will be final and no correspondence on this shall be entertained.
 - We have read and understood the above conditions and agree to abide by the same.
- 19) The tender is liable to be suspended or cancelled at any time at the discretion of the company without assigning any reason.
- 20) The supplier agrees to supply strictly as per the order terms in respect of quantity and quality.HLL reserves the right not to accept the services beyond the delivery date given in the order.
- 21) No additional cost shall be paid on account of travel, logistics, boarding, lodging of staff of the bidder in connection with the implementation of this software.
- 22) All artwork files, working files, metadata, version history, and reports generated, stored, or processed in the AMS shall remain the sole and exclusive property of HLL. The Bidder shall acquire no right, title, or interest in such data and shall not use, reproduce, disclose, mine, or use the same for training of any model, or for any purpose other than the delivery of the contracted services.
- 23) In respect of any personal data processed under this contract, the Bidder shall act as a Data Processor and shall process such data only on the documented instructions of HLL and solely for the purpose of delivering the contracted services. The Bidder shall comply with the Digital Personal Data Protection Act, 2023 and applicable rules made thereunder, shall not engage any sub-processor without the prior written consent of HLL, shall impose equivalent obligations on any approved sub-processor, and shall assist HLL in meeting its obligations towards data principals and regulatory authorities.

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Exit management:

1. Upon expiry or termination of the SaaS contract for any reason, the Bidder shall ;
 - a. Export and hand over to HLL the complete data held in the AMS, including all artwork files, metadata, and version history, in a standard, open, machine-readable format, within 30 (thirty) days.
 - b. Provide reasonable transition assistance to enable migration of the data and processes to HLL or to a successor service provider.
 - c. On confirmation of successful handover, permanently delete all HLL data from its systems and furnish a written certificate of deletion to HLL.

Force Majeure

Neither party shall be liable for any failure or delay in performance to the extent caused by events beyond its reasonable control, including acts of God, natural calamities, fire, war, civil disturbance, or government action. The affected party shall notify the other in writing within [7] days and shall use reasonable efforts to mitigate the impact. If a Force Majeure event continues beyond [60] days, either party may terminate the contract on written notice.

Termination

HLL may terminate this contract, in whole or in part, (a) for convenience, on [30] days' prior written notice, or (b) for cause, upon the Bidder's material breach not remedied within [15] days of written notice. Upon termination, HLL shall pay only for services satisfactorily rendered up to the date of termination, and the Bidder shall comply with the Exit Management obligations specified herein.

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SCHEDULE –D

QUESTIONNAIRE

(General information of the manufacturer / supplier)

1. Name & Address of the Supplier with :
 - (a) Telephone No.
 - (b) E-mail Address
 - (c) Name of contact person
 - (d) Whether proprietary/partnership/
Limited company.
 - (e) Specify whether SSI / MSE unit
 - (f) If Yes, pls specify if your unit is owned by :
SC/ST /Women entrepreneur
 - (g) Specify whether Startup unit :
2. How many years have you been in the :
business of manufacturing/selling?
3. (a) What is your annual production capacity :

.....
.....
4. Indicate the quantity you can supply HLL :
per month
5. What would be the minimum period :
required to deliver the ordered quantity
from the date of confirmed purchase
order?
6. Have you been a supplier to any Condom :

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Manufacturer, if so give details of the name, address, quantity and values of orders received and executed during the last three years? (Attach separate sheet)

7. Kindly furnish the name and address of :
the Transporter through whom the rejected material is to be returned on freight to pay basis
8. What is your Annual Turn Over during the :
Last 3 years?
9. Details of Tax Registration: -
- a) GST NO :

All the information provided herein is true & correct.

PLACE:

NAME & SIGNATURE OF THE APPLICANT

DATE :

(WITH OFFICE SEAL)

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SCHEDULE E

QUESTIONNAIRE FOR VENDOR DEVELOPMENT

(TO BE FILLED BY NEW VENDORS)

NAME OF PRODUCT:

1. Name & Address of the Manufacturer :

- (a) Telephone No.
- (b) E-mail Address
- (c) Name of contact person
- (d) (i) Whether proprietary/partnership/
Limited company.
(ii) Furnish Name/'s, address,
phone nos. of Proprietor/
Managing partner/ M.D / Director's
- (e) Specify whether SSI / MSE unit
- (f) If Yes, pl specify if your unit is owned by :
SC/ST /Women entrepreneur
- (g)Specify whether start up unit?

2) Details of tax registration :-

a) GST No. :

3) Name & Address of your Banker(s)

Account no. :

Swift Code

4) Annual Turn over :

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- 5) Do you have a Quality Control department. If yes, give the details of the facilities. : Yes/No
- 6) Do you have any accreditation : Yes/No
(a)ISO 9001
(b)Any National/International Laboratory/Authority Certification
If 'Yes', give details along with a copy of certificate issued by them.
- 7) Do you have an environmental policy / ISO 14001 certification? : Yes / No
If yes, please give the details.
- 8) Furnish the details of testing equipments:
- 9) Have you been assessed previously by HLL : Yes/No
- 10) List of customers

a) Government Dept. / PSU's
b) Private Sector
- 11) Have you furnished the sample to HLL? : Yes/No

Do you use proprietary AI models, or do you rely on third-party APIs (e.g., OpenAI, Google Cloud AI) for the core AI comparison tools? If third-party, how do you guarantee that HLL's artwork data is not used to train external public models?

Can you certify that your proposed SaaS cloud infrastructure (primary, backup, and disaster recovery) is hosted entirely within the geographic territory of India as per our data residency requirements?

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Do you currently hold valid ISO/IEC 27001 and SOC 2 Type II certifications? (If yes, attach copies).

Have you conducted a VAPT through a CERT-In empanelled auditor for your proposed platform within the last 12 months? Will you commit to annual VAPT audits as per the scope?

Does your platform architecture natively support 21 CFR Part 11 compliance requirements (such as electronic signatures, audit trails, and non-repudiation) for future pharmaceutical regulatory scaling?

Please specify the tested Recovery Time Objective (RTO) and Recovery Point Objective (RPO) of your cloud environment. Can you meet our requirement of an RPO not exceeding 24 hours and an RTO not exceeding 4 hours?

Place :

NAME AND SIGNATURE OF THE VENDOR

Date :

(Office Seal)

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SCHEDULE - F

**DESIGN, DEVELOPMENT, TESTING AND IMPLEMENTATION OF AI BASED ARTWORK
MANAGEMENT SYSTEM IN HLL ON SAAS MODEL**

DECLARATION

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

We confirm having read and understood all the specification (Schedule B), Minimum eligibility (Schedule-A), instructions, forms, terms and conditions (Schedule C) and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

**SEAL OF THE APPLICANT
SIGNATURE**

NAME AND ADDRESS OF APPLICANT

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SCHEDULE - G
BID SECURITY DECLARATION

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

To

VP(Procurement Services)
HLL Lifecare Limited
(A Government of India Enterprise),
Registered and Corporate Office, Poojappura, Thiruvananthapuram – 695 012,

Dear Sir,

I / We, hereby declare that if we withdraw or modify the bids during the period of Validity, we agree to be suspended for the time specified in the Tender Documents.

Yours faithfully,

SIGNATURE OF THE BIDDER

(With seal)

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मूल्य बोली
PRICE BID

SCHEDULE-H

Item Description	Qty	Basic Amount (Rs)	GST		Total Value (Rs)
			(%)	Amount (Rs)	
DESIGN, DEVELOPMENT, TESTING AND IMPLEMENTATION OF AI BASED ARTWORK MANAGEMENT SYSTEM IN HLL ON SAAS MODEL AS PER THE SCOPE					
ONE TIME IMPLEMENTATION CHARGES	1 SET				
MIGRATION CHARGES FOR 250 ARTWORKS	1 SET				
SAAS MODEL-QUARTERLY AMOUNT FOR 5 CONCURRENT USERS WITH 1 TB CLOUD STORAGE, INCLUSIVE OF SUPPORT, MAINTENANCE AND UPGRADES	1 SET				

- ❖ HLL reserve the right to increase the number of concurrent users in multiples of 5 based on the requirement.
- ❖ The quoted SaaS subscription charge shall be inclusive of unlimited named internal and external users as specified in Section 3 of Schedule B, and no additional per-user or per-seat licensing charge shall be levied during the contract period.

Item Description	Qty	Basic Amount (Rs)	GST		Total Value (Rs)
			(%)	Amount (Rs)	
*SAAS MODEL-QUARTERLY AMOUNT FOR 10 CONCURRENT USERS WITH 1 TB	1 SET				

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CLOUD STORAGE INCLUSIVE OF SUPPORT, MAINTENANCE AND UPGRADES				
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- ❖ This amount will not be considered for price bid. This is considered when HLL deems to increase the number of concurrent users from 5 to 10 at a later stage. However this amount quoted will be binding for the bidders.

PRICE SCHEDULE

Delivery schedule: DESIGN, DEVELOPMENT, TESTING AND IMPLEMENTATION OF AI BASED ARTWORK MANAGEMENT SYSTEM IN HLL ON SAAS MODEL AS PER THE SCOPE SHALL BE COMPLETED WITHIN 35 DAYS FROM THE DATE OF RECEIPT OF PO/LOI.

Place:

Date:

Name & Signature of the bidder

(With office seal)

Annexure I

**DESIGN, DEVELOPMENT, TESTING AND IMPLEMENTATION OF AI BASED ARTWORK
MANAGEMENT SYSTEM IN HLL ON SAAS MODEL AS PER THE SCOPE**

NON-DISCLOSURE AGREEMENT

M/s HLL Lifecare Limited, having its registered office at (CIN) Poojappura P O, Thiruvananthapuram-695012, (hereinafter called M/s HLL) has entered into a contract with M/s(Company Name), with its registered office at (Office address), (hereinafter called M/s (Company Name in Short) for the " Design, development, testing, implementation of AI based artwork management system in HLL on SAAS model, by placing Purchase Order (PO) (PO number) dt.(PO date) for an amount of RS.(PO Amount) on M/s(Company Name). As per confidentiality Clause (Clause no) of the PO, a Non-disclosure agreement has to be signed between M/s(Company Name) and M/s HLL for complying the same without any level of dilution.

This Non-Disclosure Agreement, dated as of (Agreement date) is made and signed between M/s HLL and M/s(Company Name) in connection with the Design, development, testing, implementation of AI based artwork management system in HLL on SAAS model .M/s(Company Name) means any person employed by M/s(Company Name) either directly or through their sub-contractors or provisional employees or trainees working for the Design, development, testing, implementation of AI based artwork management system in HLL on SAAS model and M/s HLL means any person of HLL employed either directly or through their sub-contractors or provisional employees working for HLL. In this Agreement, unless the context otherwise requires. M/s HLL and M/s (Company Name) shall hereinafter be jointly referred to as the "Parties" and individually as the "Party"- The Party hereinafter disclosing information shall be referred to as the "Disclosing Party" and the Party hereinafter receiving information shall be referred to as the "Recipient" or "Receiving Party".

The Non-disclosure agreement covers the following;

- a) Information relating to the Design, development, testing, implementation of AI based artwork management system in HLL on SAAS model shall not be disclosed by M/s (Company Name) to

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any agency or any other persons not officially concerned with such process. The undue use by M/s(Company Name) of confidential information related to the process may be treated as breach of confidentiality and dealt with accordingly. Except with the prior written consent of M/s HLL, M/s (Company Name) shall not at any time communicate either in hard copy form or electronic means or in any other mode to any other organization, person or entity any confidential information acquired in the course of the contract.

- b) Neither Party will disclose to any third party without the prior written permission consent of the other party any confidential information which is received from the other party for the purpose of providing or receiving services.
- c) Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from other party shall only be used for the purpose of providing or receiving services under the above referenced contract for Design, development, testing, implementation of AI based artwork management system in HLL on SAAS model

In this agreement "Confidential Information" shall mean any information relating to the Disclosing Party's business, commercial information or any information of a technical nature comprising inter alia products, processes, methodologies, frameworks, models, ideas, interpretations, Legal, technical and other documents, manuals, tariffs, standards, software, discs, reports, research, working notes, papers, data or information in wired or wireless mode, drawings, layout , data and techniques used by/owned by "HLL Lifecare Limited" in connection with Design, development, testing, implementation of AI based artwork management system in HLL on SAAS model in whatever form, provided all oral disclosure of confidential information is submitted by the Disclosing Party in writing to the Recipient within 30 (thirty) days, indicating compliance to the terms of this agreement.

In due consideration of the above, HLL Lifecare Limited granting M/s (Company Name) access to the Confidential Information and vice-versa, the Parties undertake that:

1. Subject to Clause 8 below, the Recipient will keep the Confidential Information strictly confidential and will not disclose it to any third party without the Disclosing Party's prior written consent, at any point of time.

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2. Confidential Information will be disclosed only to those personnel and permitted assigns of the Recipient who need access to the Confidential Information for the proper performance of their duties in relation to the project and only to the extent necessary for the purpose of Design, development, testing, implementation of AI based artwork management system in HLL on SAAS model. The Recipient, will solemnly take required steps appropriately in all means to ensure that all personnel to whom access to the Information is given are aware of its confidentiality and that they are bound by restrictions at least as onerous as those placed on the Parties by the terms of this agreement.
3. The Parties acknowledge that some or all of the Information is or may be price sensitive information and that the use of such information may be regulated or prohibited by applicable legislations and the Recipient undertakes not to use any such Information for any unlawful purpose. On acquiring any Confidential Information, the Recipient shall comply with all applicable laws in India in relation to insider trading and otherwise the acquisition of securities.
4. The Recipient agree to indemnify and hold harmless the Disclosing Party, its partners and staff and any of the Disclosing Party's clients to whom the Information relates against all loss, damage and expense (including legal expenses relating to any actions, proceedings and claims brought or threatened) of whatsoever nature and howsoever arising out of any breach by the Recipient of the confidentiality obligations under this Agreement.
5. Confidential Information disclosed to the Recipient will be used solely for the purpose of with Design, development, testing, implementation of AI based artwork management system in HLL on SAAS model
6. The Recipient shall establish and maintain all reasonable security measures to provide for the safe custody of the Information in whatever form it may be and to prevent unauthorized access to it.
7. This Agreement shall remains in effect for the implementation period plus 1 year warranty from the Effective Date of this Agreement ("Term"). On completion of implementation of AMS in HLL, the Recipient shall return all the Confidential Information disclosed to the Recipient and any copies thereof in whatever form it may be including soft copies, electronic forms to the Discloser.
8. The obligations contained above shall not apply to any Information which
 - a. is or subsequently comes into the public domain otherwise than through a breach of this agreement;
 - b. is already rightfully in the Recipient's possession;
 - c. is obtained by the Recipient from a third party without any restriction on disclosure;
 - d. The Recipient required to disclose by law or professional or regulatory obligation with the Disclosing Party's prior written consent.

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9. Each party shall be responsible for any breach of this Agreement by any of their respective Representatives. If the Recipient becomes aware of any breach of confidence or threatened breach of confidence by any of the Recipient's direct employees or provisional employees including trainees or agents or sub-contractors, the Recipient will promptly notify the Disclosing Party of the same and give the Disclosing Party all reasonable assistance in connection with any proceedings which the Disclosing Party may institute against such persons. In case of breach of confidence, the damages will be assessed by the discloser and compensation claimed from the recipient as per the suitable laws as applicable in India including Indian Penal Code, Information Technology Act 2000, DPDP Act, Intellectual Property law, Indian Contract Act, company laws and the jurisdiction for all such proceedings will be at the courts at Thiruvananthapuram.
10. The Recipient shall comply with the obligations set out herein throughout the tenure of contract and thereafter.
11. The Recipient acknowledges that the Disclosing Party shall retain the copyright and intellectual property rights in the Confidential Information and that the Receiving Party shall not copy, adapt, transmit through wired media or wireless media, modify or amend full or any part of the Confidential Information or otherwise deal with any part of the Confidential Information except with the prior express written consent of Disclosing Party during period of the above contract.
12. This Agreement shall be fully governed by and construed in accordance with the relevant laws of India.
13. Notices: Any notice, claim or demand in connection with this agreement shall be given in writing to the relevant party at the address set out herein and sent by letter/fax shall be deemed received when properly sent, any notice sent by hand shall be deemed received when actually delivered and any notice sent by post shall be deemed received 72 hours after posting. A copy of all notices/replies sent between M/s HLL and M/s (Company Name) shall be emailed to (Company mail id) & aicell@lifecarehll.com respectively.

For M/s HLL Lifecare Limited

For M/s (Company Name)

Head (AI&Digital Transformation)

Business Head

Witness: 1

Witness: 1

Witness: 2

Witness: 2