

**Request for Proposal**

**For**

**Implementing cloud based system for  
managing end-to-end tasks involved in  
application and online counseling  
management**



**RFP no. : HLL/MCSC/RFP/2018-19/01 dated 11<sup>th</sup> January 2019**

## Disclaimer

1. This RFP document is neither an agreement nor an offer by HLL Lifecare Limited to the prospective bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. HLL Lifecare does not make any representation or warranty to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for HLL Lifecare to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by HLL Lifecare in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. Each prospective bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. HLL Lifecare will not have any liability to any prospective bidder or any other person or firm under any laws (including without limitation the law of contract, tort), the principles of equity, 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 RFP document, any matter deemed to form part of this RFP document, the award of the Contract, the information and any other information supplied by or on behalf of HLL Lifecare or their employees, any bidder or otherwise arising in any way from the selection process for the Project. HLL Lifecare will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon any statements contained in this RFP.
4. HLL Lifecare will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that HLL Lifecare is bound to select a bidder or to appoint the selected bidder, as the case may be, for the services and HLL Lifecare reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. HLL Lifecare also reserves the right to withhold or withdraw / cancel the process at any stage with intimation to all who submitted the proposal to this RFP.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HLL Lifecare accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. HLL Lifecare reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available only on the website of HLL Lifecare.

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## I. INVITATION TO BID

HLL invites Request for Proposal (RFP) from prospective bidders for Implementing cloud based system for managing end-to-end tasks involved in application and online counseling management at Medical Counseling Support Cell, Noida.

The important dates and details of the bid are:

S. No.	Information	Remarks/ Date
1.	About the Assignment	Implementing cloud based system for managing end-to-end tasks involved in application and online counseling management
2.	Name of the RFP Inviting Authority	HLL Lifecare Limited
3.	Earnest Money Deposit(EMD)	Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)
4.	Proposal validity period	90 days
5.	Date for Release of Request for Proposal (RFP)	11 <sup>th</sup> January 2019
6.	Contact person for queries	AVP (SP, CC&IBD), HLL Lifecare Limited, Corporate Head Office, Poojappura, Trivandrum.
7.	Date for responses to the queries	
8.	Last date for Submission of bids	1 <sup>st</sup> February 2019; 3:30 P.M
9.	Addressee and address at which bid is to be submitted	AVP (SP, CC&IBD), HLL Lifecare Limited, Corporate Head Office, Poojappura, Trivandrum. Email: <a href="mailto:unnism@lifecarehll.com">unnism@lifecarehll.com</a> , <a href="mailto:sp@lifecarehll.com">sp@lifecarehll.com</a> Ph.no. 0471-2354949
10.	Opening of Technical Proposals	1 <sup>st</sup> February 2019; 4:00 PM
11.	Date of Technical Presentation and Demo of Product	Will be intimated to the bidders/short listed parties.
12.	Performance Security	Rs. 37,50,000/- (Rupees Thirty Seven Lakhs Fifty Thousand Only)

The Document is non-Transferable. In case a Holiday is declared on the day of the event, the same will be held on the next working day at the same time and same venue.

Interested parties may visit [www.lifecarehll.com](http://www.lifecarehll.com) to download the RFP. Subsequent amendments/ addendum if any will be published in these websites, The parties are advised to visit the website regularly for updates. RFP in sealed envelopes superscribing "Request for Proposal for Implementing cloud based system for managing end-to-end tasks involved in application and online counseling management" may be submitted to the address mentioned in Serial no. 10 of the table above.



## II. ABOUT HLL & RFP

HLL Lifecare Limited (HLL) is a public sector undertaking under the administrative control of the Ministry of Health & Family Welfare, Government of India. HLL's purpose of business is "to be a globally respected organization focusing on inclusiveness by providing affordable and quality healthcare solutions through continuous innovations".

HLL commenced its journey to serve the Nation in the area of healthcare, on 1st March 1966, with its incorporation as a corporate entity under the Ministry of Health and Family Welfare of the Government of India. HLL was set up in the natural rubber rich state of Kerala, for the production of male contraceptive sheaths for the National Family Welfare Programme.

The range of products manufactured and marketed by HLL includes male and female condoms, contraceptives, hormonal pills, hospital products like blood bags and surgical sutures, sanitary napkins, pharma products, deodorants, condom and sanitary napkin vending machines, diagnostic test kits etc.

In addition to the various healthcare products, HLL is also providing healthcare services and has its diagnostic laboratory and imaging services under the brand name "HINDLABS" and Retail pharmacies under the brand name "Amrit Deendayal Pharmacies".

HLL has the following subsidiary companies namely, HITES (HLL Infra Tech Services), HBL (HLL Biotech Limited), GAPL (Goa Antibiotics & Pharmaceuticals Limited), HLPPT (HLL Family programming and planning Trust) and HML (HLL Medipark Limited) . HLL also has a Joint venture under the name Lifespring Hospitals, focusing on providing affordable maternity and neonatal care.

HLL has established a fully functional Medical Counseling Support Cell at Noida office in 2017 for conducting online counseling for UG, PG and Super specialty courses for NEET as per the directions from Director General of Health Services. Online counseling for the courses are done via the website [www.mcc.nic.in](http://www.mcc.nic.in) In this regard, HLL Lifecare requires experienced vendors for Implementing cloud based system for managing end-to-end tasks involved in application and online counseling management. The detailed requirements and scope of work is mentioned in the subsequent sections.

### III. ELIGIBILITY AND PRE-QUALIFICATION CRITERIA

The minimum pre-qualification criteria for the bidders to be eligible for this RFP process are specified below. Responses not meeting the minimum pre-qualification criteria will not be considered for Technical evaluation:

S. No.	Pre-qualification Criteria	Supporting Document
1.	The firm should be an Indian registered company engaged in the job of software design/ consulting for minimum of 10 years in India as on date of RFP. Consortium of companies/ firms is not allowed.	Certificate of Incorporation
2.	The bidder shall be a registered company in India with valid Service Tax Registration, GST Registration and PAN number allotted by the respective authorities. No TAX liabilities in Last three years on the bidder.	Service Tax registration certificate, GST Registration Certificate and PAN number, Last Three Years Income Tax Return (ITR)
3.	The bidder should neither have been blacklisted by any Central Government/ State Government/ PSU /Government Bodies/ Autonomous Bodies/Private Sector nor should have any litigation pending with regards to the works executed by it in the last three years (FY 2015 – 2016, 2016-17 & 2017-18).	The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value INR 100/- (Rupees One Hundred Only)
4.	The firm should be a profit-making concern for each of the last three consecutive years, with Annual turnover of at least INR 250 Crores in each of the last 3 financial years (FY 2015 – 2016, 2016-17 & 2017-18).	Audited/ Certified financial statements and self-declaration
5.	The group/firm should have Primary Data Centre with back-up Secondary Data Centre for data Security as per the Government of India, National Data Sharing and Accessibility Policy (NDSAP) guidelines in this regard. Both the data centers should be located in India.  The data center must be tier-3 data center or above certified, and must be ISO/IEC 27001 security certified  The bidder must provision BCP site & DR for ensuring the continuous availability of the solution. The BCP and DR should be in two different seismic zones.	Cert-in certification, ISO/IEC 27001 certificate and self-declaration signed by the Authorized Signatory
6.	The bidder should have been certified enterprise-wide at ISO 9001 and 27001	Attested copy of valid (as on bidding date) ISO certificate
7.	The firm should be CMMi level 5 for both development and services.	Signed Copies of Certificates
8.	The bidders shall have minimum manpower strength of 10000 persons on the rolls of the bidder	Submit audit statement of previous financial year mentioning the number of full time employees
9.	The bidder should own the copyright of the source code of the solution.	Certificate of the Copyright to be submitted
10.	The bidder must have implemented at least 2 similar scope of work during the last 2 financial years	Contract Copy or Work Order or Experience Certificate

## IV. TECHNICAL REQUIREMENTS & SCOPE OF WORK

### 1. System Overview: Deployment Model

The Bidder is responsible for all the hardware required for running the application and storing the data and will be deploying the solution on cloud in minimum Tier 3 data center. The Bidder shall provide all necessary processes and functionality to deliver the benefits of cloud computing which includes virtualization, multi-tenancy, automated provisioning, dynamic provisioning and rapid scalability of the system resources.

The bidder shall provide the product and any associated services on a cloud based subscription model by delivering the “Software as a Service”. All the stakeholders shall be provided access to the system as per the specific requirements. The bidder shall ensure the below points:

- **Accessibility:** End user shall not require any software installation to run the solution. Only standard browsers such as Mozilla and Chrome shall be required to access and operate the system. Moreover, users should be able to access the system using any internet connected device.
- **Reduced TCO:** The bidder shall ensure that minimum CAPEX investment is required. The provisioned system shall not require any investments on servers and infrastructures.
- **Scalability:** The Bidder shall demonstrate with relevant proof that the provisioned system can be scaled up to a level to meet the requirements.
- **No technology Obsolescence:** The Bidder shall ensure that the provisioned solution shall be based on a perpetual beta model to ensure the upgrade the functionalities, user interface and statutory compliance as a planned activity.
- **Business Continuity** –The Bidder shall be responsible for a Business Continuity Management System (BCMS). As part of this following must be ensured -
  - Provision in the event of system or network failure, there must be a back-up circulation function capable of handling all issue and return transactions without disruption to services.
  - Provision for the recovery of transactions must be possible as soon as the system is back online.
  - Provision for all recovered transactions to be time stamped so that later transactions supersede earlier ones.
- **Security** - The scope of the security requirements shall cover all infrastructure components and resources (hardware and software, physical and logical) and processes used in the provisioning and management of the System Services.

The Bidder shall ensure that adequate IT security resources are available to co- ordinate information security across the entire SaaS cloud environment (SaaS services and



operations) by which System is operating and relying upon. Details of Security requirement is captured in subsequent sections.

- **Integration** - The system should support REST services to enable integration with 3<sup>rd</sup> party applications.
- **Device** - The solution shall be device agnostic.
- **No. of concurrent users at a time:** The bidder should provide adequate infrastructure support for the system to facilitate smooth functioning of the website and counseling process even with maximum 500 concurrent users
- Compliance to SOC Type II
- Provision for Data loss/leakage prevention
- Provision for HLL to monitor the system through a dashboard.

## **2. Implementation Model**

The proposed solution shall be implemented as a managed services delivery. Bidder is responsible for setting up the system initially as part of implementation and also configure the system “ready for use” every year as needed.

## **3. Scope of work**

- Online Counselling for UG, PG and Super Specialty with multiple rounds of counseling. (2 rounds of counselling + mop up counselling + stray vacancy round (conducted offline by individual colleges))
- Portal for Registrars and Principals for providing college and seat details
- Candidate Registration and Candidate Portal
- Website creation and maintenance
- Manpower under managed services (3 dedicated onsite associates)
- Helpdesk – Online Ticketing module
- SMS gateway
- Data Migration
- Data Security
- Data back up after one year

### **3.1 Process Description**

Below section gives the process of online counselling for various categories:

#### **3.1.1 Process of Online All India Quota PG/UG Counselling**

##### **3.1.1.1 Pre-Counselling process**

- a) Registrar validation and registration
- b) Institute-wise basic and account details update

- c) Total seat count; college-wise
- d) Bifurcation of seats; college-wise, category-wise
- e) College-wise, category-wise seat matrix update
- f) Submission of seat matrix by registrar

#### 3.1.1.2 During Counselling

- a) Candidate validation and counselling registration
- b) Payment of fees (Registration and Tuition fees)
- c) Submission of choices
- d) View Indicative seat allotment, modify & lock
- e) First round of seat allotment as per allotment rule.
- f) If seat allotted then candidate reports to the allotted Institute and completes admission formalities (offline Document verification) and can give willingness for upgradation in second round
- g) If seat is not allotted then candidate again fills the fresh choices for seat allotment in second round as well as their earlier choices submitted in Round 1 treated as null and void
- h) In Round 1, if candidate opts for willingness for upgradation then his current Round 1 seat becomes a "Virtual-Seat" which will be shown as available for all eligible candidates for Round 2. If the same candidate opts for willingness for upgradation and is not allotted a seat in Round 2 then they will retain their Round 1 Virtual seat but if the same candidate is allotted a new seat in round 2 then their round 1 virtual seat is given to the other eligible candidates.
- i) Vacancy chart needs to be updated and left over seat needs to be added for round 2
- j) If seat allotted in round 2, then candidate reports to allotted college and completes admission formalities and candidate who has joined the Round 2 of counselling cannot be allowed to resign or leave the seat and the candidate is also not eligible for a refund.
- k) If seats are not allotted in Round 2 then in this case the AIQ counselling processes comes to an end

#### 3.1.1.3 Post Counselling

- a) Result publication allotment letter generation
- b) For those candidates who have not been allotted seat in round 2, in this case the tuition fees will be refunded
- c) Left over seats will be released for colleges to conduct stray vacancy round
- d) Validation of candidate for direct admission at college

### **3.1.2 Process of Online Deemed/Central University PG/UG/SS Counselling**

#### **3.1.2.1 Pre-Counselling process**

- a) Registrar validation and registration
- b) Institute-wise basic and account details update
- c) Total seat count; college-wise
- d) Bifurcation of seats; college-wise, category-wise
- e) College-wise, category-wise seat matrix update
- f) Submission of seat matrix by registrar

#### **3.1.2.2 During Counselling**

- a) Candidate validation and counselling registration
- b) Payment of fees (Registration and Tuition fees)
- c) Submission of choices
- d) View Indicative seat allotment, modify & lock
- e) First round of seat allotment as per allotment rule.
- f) If seat allotted then candidate reports to the allotted Institute and completes admission formalities (offline Document verification) and can give willingness for upgradation in second round
- g) If seat is not allotted then candidate again fills the fresh choices for seat allotment in second round as well as their earlier choices submitted in Round 1 treated as null and void

- h) In Round 1, if candidate opts for willingness for upgradation then his current Round 1 seat becomes a "Virtual-Seat" which will be shown as available for all eligible candidates for Round 2. If the same candidate opts for willingness for upgradation and is not allotted a seat in Round 2 then they will retain their Round 1 Virtual seat but if the same candidate is allotted a new seat in round 2 then their round 1 virtual seat is given to the other eligible candidates.
- i) Vacancy chart needs to be updated and left over seat needs to be added for round 2
- j) If seat allotted in round 2, then candidate reports to allotted college and completes admission formalities and candidate who has joined the Round 2 of counselling cannot be allowed to resign or leave the seat and the candidate is also not eligible for a refund.
- k) If seats are not allotted in Round 2 then in this case there will be a mop up round conducted by DGHS and eligible candidates can submit their fresh choices for mop up round
- l) The qualified Mop round candidates report to the allotted Deemed/Central universities
- m) If there are any vacant seats from the mop up round , then these seats back to the Deemed/Central universities
- n) For those candidates who have not been allotted seat in mop up round, they will proceed to a stray round which is conducted by the Deemed/Central University themselves

### **3.1.2.3 Post Counselling**

- a) Result publication allotment letter generation
- b) For those candidates who have not been allotted seat in mop up round, in this case the tuition fees will be refunded
- c) Left over seats will be released for colleges to conduct stray vacancy round
- d) Validation of candidate for direct admission at college

## **4. Detailed Scope of Work**

Following is the proposed scope of work for bidder:

**4.1 Website of MCC:** Bidder will create a replica of the customer's current website <https://mcc.nic.in/> with the relevant pages and links, the counselling system will be incorporated into this website where the admin will be able to manage the counselling processes

#### **4.2 Counselling Registration –**

- a) Candidate will fill his NEET application ID and on the basis of this his registered mobile no, and email id will be auto populated from the previous migrated data.
- b) Candidate must authenticate mobile number through OTP validation. Once successfully validated his user id and password will be created and will be shared with candidate via email and SMS.
- c) Candidate will login to select category preference for either AIQ or Deemed/Central Universities or all the three.
- d) After category selection, candidate will be redirected to the payment gateway where he will pay for the category choices selected including the mandatory Registration + tuition fees (both the registration and tuitions fees will vary according to the candidates reservation category)
- e) On successful payment, candidate should be able to select the desired college and course from the available list
- f) Once candidate is allotted Registration number upon receipt of Security Deposit & Registration Fees, an automatic communication to be posted in the web.
- g) All activities both financial & non-financial should be communicated to candidates through email, sms and whatsapp besides posting in Web.
- h) Candidate window should contain all financial activities- initial deposit to refund. HLL should be able to upload refund details in the web

#### **4.3 Candidate Portal**

Post successful payment, the candidate's basic details should be auto populated from the migrated data and it will be in "view-only" mode in the candidate's login

- a) Capture Candidate college and respective course preferences based on all the available colleges
- b) Candidate can save their preferences as draft or change before locking the seat

- c) Once candidate finally locks their preferences then candidate will be unable to modify their choices
- d) Rule based seat allotment
- e) Instant notification to candidate via mail and SMS on successful seat allotment.
- f) Allotment letter can be downloaded and printed by the candidate.

#### **4.4 Registrar/College Portal**

- a) All participating Universities and colleges will get a login for registrar to upload course/program information with seat details.
- b) Colleges can define the seat matrix college code wise (Preference), Level wise (All India, State level etc.) & Category wise (Unreserved, ST, SC, OBC etc.).
- c) DGHS will create the final seat matrix along with their roster for counselling application and share with bidder.
- d) Once candidate reports to the allotted college and completes his admission formalities or can give willingness for Round 2.
- e) College portal with document checklist after offline document verification
- f) College portal for seat acceptance/upgradation by candidate after each round of counselling.
- g) Direct admission at college level for stray vacancy round on the left over seat after main counselling

#### **4.5 Helpdesk Services**

1. The Bidder must provide a helpdesk solution to log ticket under various categories, which can be operated by HLL Lifecare and its appointed administrators.
2. Bidder's helpdesk team must attend any technical defect identified. A monthly Service Desk report shall be submitted to HLL Lifecare.
3. The Bidder shall make available its Technical support- Service Desk 6 days a week with support during working hours (between 9 am to 6 pm), with email, call and web support to Institute team without any limit on the number of incidents reported.  
Manpower for L1 helpdesk support will be provided by HLL Lifecare.

#### **4.6 User Training**

Training plan will have to be developed by the bidder in line with overall project plan. The trainer needs to provide the training on the system in detail to the HLL Lifecare officials.

Training plan should include users at all levels. Bidder should facilitate separate training schedules for Ministry officials, HLL Lifecare associates, and participating colleges based on the scope. The training plan should be designed to train users in order to successfully handle the system, based on the roles and the responsibilities assigned to them.

#### **4.7 Data Migration**

Bidder should be able to pull data from NBE with relevant applicant details.

#### **4.8 Data Security & Back up**

The system should have provision for retrieve previous year data when necessary. The Data Security requirements, Data storage requirement and Computing environment requirements for the system is as below:

##### **4.8.1 Security Requirement**

4.8.1.1 Network Security: Minimal deployment of the following baseline controls on all network devices:

- Network traffic filters and access control lists to restrict unauthorized traffic
- Strong authentication mechanisms for all console or remote administrative access
- Firewalls to permit only authorized traffic
- Controls to ensure the integrity and confidentiality of the appropriate domain name Server data
- Use of network based intrusion detection tools

4.8.1.2 Anti-Virus: Maintain Anti-virus measures

4.8.1.3 Identification, authentication and authorization: Restrict electronic access to website or application beyond user level access to only authorized persons.

##### **4.8.2 Computing Environment Requirement**

Server Management: Monitoring critical resources of operating system.

##### **4.8.3 Storage Requirements**

- i. Back up : Provide centralized online backup for mission critical applications.
- ii. Data transmission security : Safeguard the confidentiality and integrity of al data being transmitted over any form of data network.
- iii. Security Monitoring : Provide monitoring services. Real time monitoring of all systems and network devices/systems to detect potential security violations.

## **INSTRUCTION TO BIDDERS**

### **A. GENERAL INSTRUCTIONS**

1. Bidders are advised to study the RFP document carefully. Submission of RFP shall be deemed to have been done after careful study and examination of the RFP Document with full understanding of its implications.
2. The Bidders must furnish Earnest Money Deposit (EMD) of INR 15,00,000/- [Rupees Fifteen lakh only] in favor of HLL Lifecare Limited, Trivandrum in the form of Demand Draft or Bank Guarantee payable at Trivandrum from any of the nationalized bank, failing which the bid will be rejected.  
  
In case of bidders are not considered for placing the purchase order, the Earnest Money Deposit (EMD) will be refunded without any interest within one month of taking the purchase decision.
3. The RFP documents is not transferable.
4. HLL Lifecare reserves the rights to reject any RFP or all the RFP without assigning any reasons.
5. Validity of the RFP is 90 days from last date of submission of RFP.

**Note:** HLL Lifecare shall not be responsible for any postal delays about non-receipts/ non-delivery of the documents. All late RFP/ incomplete RFP would be rejected out rightly.

### **B. DOCUMENTS FOR SUBMISSION BY BIDDER**

The RFP prepared by the bidder shall comprise of documents mentioned below:

#### **i. Technical Bid documents**

Technical Bid shall consist of the following. Bidder may give more information as per their understanding.

1. Cover Letter (as per [Form 1](#))
2. Documentary proof of qualifying the eligibility criteria by the firm as mentioned against each criteria.
3. Documentary proof of the technical information for technical evaluation.
4. Letter certifying that the bidder shall comply with all the requirements mentioned in Section IV – Technical Requirements and Scope of Work
5. Undertaking from the bidder that there will be compliance to all the Data Security requirements as mentioned in clause no. 4.8 of Section IV of the RFP.



6. Bidder shall provide an undertaking stating that there is no deviation in the offered solution from that of the specifications as mentioned in the scope of work as per the RFP.
7. Bidder Details sheet (as per [Form 2](#)) duly filled in, signed and complete in all respects.
8. All proposals must be accompanied by an **Earnest Money Deposit (EMD)** of INR 15,00,000/- (Rupees Fifteen Lakhs Only) in the form of Demand Draft or Bank Guarantee in favor of HLL Lifecare Limited "Payable at Trivandrum", failing which the bid will be rejected. The EMD, shall be valid for a period of forty-five (45) days beyond the validity period of the RFP. The bid without EMD shall be rejected.
9. Relevant (similar scope of services have been implemented) project experience as per [Form 3](#)
10. Specify the roles and responsibilities of the project team members. And brief out the details in terms of their roles and responsibilities as per [Form 4](#)

**ii. Financial Bid document**

Financial Bid as per the Format ([Section VIII](#)) of the RFP document.

**C. PROCEDURE FOR SUBMISSION OF RFP**

1. The tender is "Two Bid" document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD). Technical Bid should be submitted in a separate sealed envelope clearly indicating that it is a "TECHNICAL BID with EMD".
2. The financial bid is needed in a separate sealed envelope clearly indicating that it is a "FINANCIAL BID". It should provide the commercials in the prescribed format. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected.
3. Both covers (Technical bid and Financial bid envelopes) to be placed in sealed bigger envelope and marked with the bidder's name. The bids complete in all respect, as prescribed in the RFP document, should be hand delivered to AVP (SP,CC&IBD), HLLIFECARE LIMITED, HLL BHAVAN, POOJAPPURA, TRIVANDRUM-695012 on or before 1<sup>st</sup> February 2019; 3:30 P.M failing which Bids will not be accepted.
4. The firm shall have to qualify the eligibility criteria on the basis of documents to be submitted in Technical Bid for further shortlist for implementation.
5. The sealed envelopes of the bidders containing "Technical Bid" shall be opened on 1<sup>st</sup> February 2019; 4:00 P.M . If bids opening day is a government holiday, then the technical bids shall be opened on next working day at the same time. Maximum two representative of each bidder may participate at the time of opening the technical bids.

6. The cover thus prepared should also indicate clearly the name and address of the firm to enable the Bid to be returned unopened in case it is received "Late" or due to any other reason.
7. The RFP received late and declared late by the Bid Evaluation committee after the last date and time for receipt of RFP prescribed in the bid document or otherwise shall be rejected and/or returned unopened to the firm.
8. Each copy of the bid should be a complete document with Index & page numbering and should be bound as a volume. Different copies must be bound separately.

## **V. RFP TERMS AND CONDITIONS**

### **A. Cost of Bidding**

1. The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid HLL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2. The bidder is expected to carefully examine all instructions, forms, terms and specifications in the bid document. 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 firm's risk and may result in the rejection of the bid.

### **B. Amendment in RFP Document**

1. At any time up to the last date for receipt of RFP, the bidder may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective firm, modify the Bid Document by an amendment.
2. The amendment will be notified only on HLL's website [www.lifecarehll.com](http://www.lifecarehll.com).

### **C. GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **i. Resolution of Disputes**

If the effort to resolve all or any of the disputes other than excepted matters through mutual settlement fails, such disputes shall be referred to the conciliator to be appointed by the mutual agreement of both HLL and the Bidder. The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties. The settlement agreement shall be final and binding on the parties. The settlement

agreement shall have the same status and effect of an arbitration award. The venue of Conciliation shall be Thiruvananthapuram.

All disputes or differences or claims arising out of or in connection with or touching this document shall be settled amicably between the parties through mutual negotiations and failing such settlement the said disputes, differences or claims shall be referred for arbitration to a Sole Arbitrator to be mutually appointed. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time be in force. The arbitration proceedings shall be held at Thiruvananthapuram. The proceedings of the arbitration shall be in English language. The award passed by the said Sole arbitrator shall be final and binding on the parties hereto.

Subject to the Arbitration mentioned above, the courts at Thiruvananthapuram shall alone have jurisdiction and the applicable laws shall be the Laws of India.

**ii. Payment terms:**

The payment shall be released to the service provider based on the following milestones:

- (a) 50% of the price for the number of users registered as on the last date of registration of a particular course. The payment shall be made against the submission of invoice certified by HLL representative.
- (b) Balance 50% shall be made against the completion of final allotment of the particular course and certification of invoice by HLL.

Payment shall be made within 30 days of submission of invoice.

**iii. Performance bank guarantee**

It shall be in the form of Bank Guarantee issued by a Scheduled Commercial bank in India, in favor of HLL Lifecare Limited. The validity of the Bank Guarantee will be for a period up to sixty (60) days beyond the completion of the contract Period. The bidder, within one week of award of the work shall furnish a performance bank guarantee for an amount of Rs. 37,50,000/- (Rupees Thirty-Seven Lakhs Fifty Thousand Only). HLL reserves the right to invoke the bank guarantee in case the bidder breaches the terms of the contract.

**iv. Time period for Implementation & Liquidated Damages**

The implementation of the cloud based online counseling management system at MCS Cell Noida shall be completed within 4 weeks from the date of award of work failing which HLL may impose a penalty @ 0.5% of the total cost of the work for each day of delay subject to a maximum of 10% of the total cost on the selected bidder.

Once the maximum is reached, HLL may consider termination of the contract. In assessing such delays, HLL's decision is final and binding on the bidder. The penalty for late delivery will be deducted from the bill amount.

v. **Penalty for down time**

In the event the service downtime exceeds 1% in a period of 365 days, then the selected bidder shall be liable for paying penalty @1% of the total cost of work for each such instances, subject to a maximum of 10% of the total cost of work per year, provided, such downtime is attributable to any act/or omission of the selected bidder. The same shall be paid by the selected bidder immediately on demand, or else the same shall be deducted from the amount's payable to the successful bidder.

vi. **Defect Liability**

If during the Stabilization Period any default, defect or deficiency is found in the design and performance/ workmanship of the "SOLUTION" and other Services provided by the Bidder, the Bidder shall promptly, in consultation and agreement with HLL, and at Bidder's sole cost repair, replace, or otherwise make good such default, defect or deficiency as well as any damage to the "SOLUTION" caused by such default, defect or deficiency. Any defective Subsystem that has been replaced by the Bidder shall remain the property of the Bidder.

If the "SOLUTION" or Subsystem cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, the defects liability period for the "SOLUTION" shall be extended by a period equal to the period during which the "SOLUTION" or Subsystem could not be used by HLL because of such defect and/or making good of such default, defect or deficiency.

vii. **Indemnity:**

The Bidder should assume responsibility for and shall indemnify and save harmless HLL, from all liability, claims, costs, expenses, taxes and assessments including penalties, attorney's fees and court cost which are, or may be required with respect to any breach of the Bidder's obligations under the Contract, or for which the Bidder has assumed responsibility under the Contract, including those imposed under any contract, local or national and international law or laws, or in respect of all salaries, wages or other compensation of all persons employed by the Bidder in connection with performance of any work covered by the Contract. The Bidder shall execute and deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the Contract and to protect HLL.

### **viii. Intellectual Property Infringement**

The Bidder shall protect, indemnify and save harmless HLL, his customers and users of his products, against all liability, including cost, expenses, claims, suits or proceedings at law in equity or otherwise, growing out of or in connection with any actual or alleged Patent or Proprietary Rights infringement (including process patents, if any) or violation of any license and will defend or settle at the Bidder's own expense any such claims, suits or proceedings.

HLL will notify the Bidder in writing of any such claim, suit, action or proceeding coming to his attention, giving authority and all available information and assistance for the Bidder's defense of the same. The Bidder shall appoint a counsel at his own expenses in consultation with HLL to collaborate in the defense of any such claim, suit, action or proceeding.

If any of the Deliverables is held or is believed by the Bidder to infringe, the Bidder shall have the option, at its expense, to (i) modify the Deliverables so as to make it non-infringing, (ii) obtain for HLL a license to continue using the Deliverables, or (iii) terminate the license for the infringing part of the Deliverables and refund a pro rata portion of the fees paid for that portion of Deliverables. This clause provides for the Bidder's entire liability and HLL's exclusive remedy for claims of infringement of intellectual property rights related to the Deliverables.

### **ix. Representations and Warranties**

Bidder warrants that the Solution and Services will be provided in a skillful and workmanship like manner and in conformity with the scope described in Scope of Work section of this document. Notwithstanding the aforesaid, any Services which are provided by bidder free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Bidder to ensure that the Solution provided is free from any default, defect or deficiency in the design, engineering and performance/workmanship.

Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. As set forth in this clause, bidder makes no warranties to HLL Lifecare, expressed or implied, with respect to any services

or deliverables provide hereunder or under scope of work including without limitation and implied warranties of Merchantability or fitness for a particular purpose. All such other warranties are hereby disclaimed by bidder.

**x. Limitation of Liability**

Neither HLL Lifecare nor the bidder shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to bidder by the HLL Lifecare for the Service that gives rise to such liability during the twelve month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the willful misconduct; (ii) breach of the use terms in respect of use of bidder Application System; and (iii) breach of confidentiality obligations. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of HLL Lifecare to perform any of HLL's obligations. In such event, bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge HLL Lifecare for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

**xi. Award of Work and Signing of Contract**

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

**xii. Confidentiality Agreement**

The selected bidder maintain the confidentiality of Information provided by HLL by entering into a non-disclosure agreement once the work is awarded. Upon HLL's written request at any time, or following the completion or completion of the contract period, the successful bidder shall promptly return to HLL, or destroy, all Confidential Information of HLL provided under or in connection with the contract, including all copies, portions and summaries thereof. The selected

bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract, terms, prices or HLL's business or operations details without the prior written consent of the HLL.

**xiii. Force Majeure**

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "Force Majeure Event"). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate the contract, without liability.

**xiv. Language of RFP**

The RFP prepared by the firm and all correspondence and documents relating to the RFP exchanged by the bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the firm may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

**xv. Termination of Contract**

a) HLL may at any time terminate the contract, if the bidder is unable to provide the services as per the contract. In such cases, if any amount is due to the Bidder on account of the work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and after alternate arrangement to complete the work has been made at the Bidder's cost and risk.

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

**xvi. Miscellaneous**

a) The bidder should not assign and/or sublet the work assigned or any part of it to any other agency in any form. Failure to do so shall result in termination of work and forfeiture of security deposit/ performance guarantee etc.

b) No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid and forfeiture of EMD/Security Deposit.

c) The Bidder shall be entirely responsible for all taxes, duties, octroi, license fees, etc., incurred for performance of the services. If there is any reduction in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to HLL.

d) The selected bidder shall not, without HLL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of HLL in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. An NDA should be signed in this regard with HLL.

e) If the selected bidder is not able to fulfill its obligations under the contract, which includes non-completion of the work, the HLL reserves the right to accomplish the work through another bidder and EMD / Security Deposit of bidder will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be borne by the selected bidder.

f) HLL reserves the right to annul the bidding process at any time prior to award of Contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the ground of HLL's action.

g) No boarding /lodging / travel will be provided by HLL to the staff of Bidder for attending any meeting or discussion convened by HLL or in connection with implementation of the Board solution. The same has to be arranged by the successful Bidder at its own cost.

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

#### **D. SPECIAL CONDITIONS OF CONTRACT (SCC)**

##### **i. Service Level Agreement**

The Selected bidder will have to sign a SLA (Service Level Agreement) with HLL within 10 days after signing of the agreement. The purpose of the Service Level Agreement is to clearly define the levels of service which shall be expected from the selected bidder towards HLL during the implementation and its subsequent support for the scope of work as mentioned in the RFP.

##### **ii. Data Migration Support**

In the case of discontinuation of services, the bidder shall provide full support for migration of data in retrievable format to HLL.



## **VI. BID EVALUATION PROCESS**

Evaluation criteria will be based on evaluation of the bidder meeting the technical qualification (including eligibility criteria) and subsequently evaluation of financial bid. The evaluation shall consist of following phases:

- i) Phase I – Evaluation of Technical bid
- ii) Phase II - Evaluation of Financial bid following QCBS Method

It is mandatory for the bidder to qualify all the Technical qualifications (including eligibility criteria) to be technically qualified and for being considered for opening of their Financial Bid and evaluation thereof.

### **Phase I - Evaluation of Technical Bid:**

- Detailed technical evaluation shall be carried out and other conditions in the RFP document to determine the substantial responsiveness of each bid. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the RFP.
- The evaluation committee may call the responsive bidder(s) who comply all terms and conditions of the RFP for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their technology/offered solution is best suited for the Institute. However, the committee shall have sole discretion to call for discussion/presentation.

### **Phase II - Evaluation of financial bids:**

The financial bid shall be opened of only those Bidders who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible Bidders, who may like to be present. The Institute shall inform the date, place and time for opening of financial bid.

### **Bidder Proposal shall be given scoring as below**

Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points. As per the technical evaluation criteria.

**A. Technical Evaluation Criteria:**

The technical parameters and respective weightages are as below:

S. No.	Technical Parameters	Maximum Marks
1.	Average Annual Turnover of the Bidder during the last three (3) financial years (FY 2015 – 2016, 2016-17 & 2017-18) >= INR 1000 Crores : 10 (marks) >= INR 500 Crores and < INR 1000 Crores : 07 (marks) >= INR 250 Crores and < INR 500 Crores : 04 (marks)	10
2.	CMMi Certification of the Bidder Level 5 both Services and Development : 10(marks) Level 5 Services or Development : 05 (marks)	10
3.	Total employees on pay roll of the bidder for the proper execution of the contract > 25,000 employees : 10 (marks) > 10000 employees and <= 25000 employees : 07 (marks) <= 10,000 employees : 04 (marks)	10
4.	Bidder's experience in implementation of process automation projects in Government Departments/ PSUs/ Educational Institutions in India during last 3 Financial Years (FY 15-16 onwards). (Cumulative value of top three qualifying projects will be taken into consideration) >= INR 50 Crores : 10 (marks) >= INR 40 Crores and < INR 50 Crores : 07 (marks) >= INR 30 Crores and < INR 40 Crores : 04 (marks)	10
5.	Bidder's experience in implementation of education automation solutions in Central/ State Universities/ Education boards/ Autonomous/ Private Institutes in India >= 5 : 10 (marks) >=3 : 07 (marks) >=2 : 04 (marks)	10
6.	Bidders experience in conducting online counselling for more than: >= 2,00,000 applicants : 10 (marks) >= 1,00,000 and < 2,00,000 applicants : 07 (marks) >= 50,000 and < 1,00,000 applicants : 04 (marks)	10
7.	Bidders experience in conducting online counselling (under single contract) for more than : >= 2,000 colleges : 10 (marks) >= 1,000 and < 2000 colleges : 07 (marks) >= 500 and < 1,000 colleges : 04 (marks)	10
8.	Technical Presentation - Demonstration of firm's own developed software solution (currently in use by some clients) having functions as per the requirements in the RFP.	30
	<b>Total</b>	<b>100</b>

**B. Financial Bid Evaluation**

The bidder who has quoted the lowest price will be assigned a score of 100 in the financial bid. The other bidders will be allotted score relative to the score of bidder with the lowest quote as below:

$$Fs = 100 * FI / F$$

Where:

Fs = The financial score of the Financial Proposal being evaluated

FI = The price of lowest priced Financial Proposal

F = The quoted price of Financial Proposal under consideration

**P.S.: In the event that two or more Bidders/organizations with same final score, the Bidder with more marks in technical evaluation shall be selected**

### **C. QCBS Evaluation**

The score of technical proposal including presentation would be given 80% weightage, and the financial proposal would be given 20% weightage. The weighted combined score of the Technical bid including presentation (Ts), and Financial proposals (Fs) shall be used to rank the bidders on the basis of formula given as below:

$$\text{Combined Score} = 80 \% * Ts + 20 \% * Fs$$

Bidder with highest Combined Score shall be declared selected Bidder and shall be issued the work order.

## VII. FINANCIAL BID SUBMISSION FORMAT

Rate to be quoted for Managed Services and hosting on Cloud for a period of 1 year. Under Managed Services, bidder is responsible for configuration of the system for every year.

S No	Module	Unit Price (per applicant per year) in INR	Minimum Guaranteed no. of Applicants over a period of 12 months
<b>SUBSCRIPTION FEES</b>			
1.	Subscription Fees		1,00,000 applicants (includes Undergraduate, Post graduate and super specialty applicants)

**Unit Price:** INR in words : \_\_\_\_\_

- The unit price (per applicant per year) will be used as quoted price of the bidder for the evaluation of Financial Bid.
- All mentioned charges should be exclusive of taxes and duties. Taxes and duties will be extra as applicable.
- In case of discrepancy, the figure quoted in words shall be taken as accurate.

## **VIII. Forms**

**FORM 1: COVER LETTER**

To:

HLL Lifecare Limited,  
Corporate Head Office  
HLL Bhavan, Poojappura  
Trivandrum : 695012

Dear Sir/ Madam,

**Subject: Submission of the Eligibility and Technical bid for “Implementing cloud based system for managing end-to-end tasks involved in application and online counseling management”.**

We, the undersigned, offer to provide the services to HLL Lifecare for **“Implementing cloud based system for managing end-to-end tasks involved in application and online counseling management”** in response to your RFP no. \_\_\_\_\_ dated \_\_\_\_\_.

We are hereby submitting our Proposal, which includes the Eligibility and Technical bid. We hereby declare that all the information and statements made in this Eligibility and Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake to initiate the services related to the assignment as specified in the Contract issued to us in case we get selected for the award of the Contract. We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

For <Name of the bidder>

Authorized Signature [In full]

Name and Title of Signatory:

Name of bidder Firm:

Address:

Location:

Date:

[Seal and Signature of Authorized Person with Date & Place]

## FORM 2: BIDDER DETAILS

<b>Detail Required</b>	<b>Provide the relevant information with proper documentary evidence</b>	
Name of Bidder		
Registered office Address Telephone Number(s) and Fax Number		
Constitution of Bidder		
Type of bidder's organization (Government / Semi-Government / Private)		
Year of Establishment		
Registration Number under Indian Company Act, 1956		
Details of PAN (certified copy to be enclosed)		
Details of Contact Person (Name, designation, Telephone/ Mobile No, e-mail)		
Total Annual Turnover : Please attach auditors certificate to support the financials		
<b>Year</b>	<b>Amount (Rs. In Crore)</b>	<b>Audited (Y/N)</b>
<b>2017-18</b>		
<b>2016-17</b>		
<b>2015-16</b>		

Authorized Signature [In full]

Name of Signatory:

Date:

[Seal and Signature of Authorized Person with Date & Place]

### FORM 3: RELEVANT PROJECT EXPERIENCE

General Information	
Client for which the project was executed	
Name and description of the project	
Duration of the project (start date, completion date, current status)	
Scope of services	
Total value (cost) of the project	
Copy of Work Order/ Experience Certificate	

### FORM 4: TEAM COMPOSITION

Name of Key personnel with qualification and experience	Proposed Position	Proposed Tasks