

REQUEST FOR PROPOSAL

FOR

SUPPLY, INSTALLATION, INTEGRATION AND IMPLEMENTATION OF RETAIL PHARMACY CHAIN SOFTWARE

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LETTER FOR INVITATION

Date of Issuance: 12.07.2017

Ref. No.: HLL/CHO/RBD/IT/RFP/2017-18/2

To,

Dear Sir,

HLL Lifecare Limited (HLL) a Govt. of India Enterprise under the Ministry of Health and Family Welfare invites proposals for a software package which will provide end -to-end accurate business solution for the chain of retail pharmacy stores across India from eligible bidders satisfying the eligibility criteria set out in this document.

This tender document indicates the scope of work, qualifying requirements, forms and procedure for submission of proposal from interested parties. You are requested to go through the RFP carefully and submit your proposals as per the instructions and guidelines given in the document. HLL reserves the right to accept or reject any or all the offers at any stage of the process without assigning any reasons thereof, and no claim/dispute on this aspect shall be entertained.

May please visit HLL website at www.lifecarehll.com or contact the following for more details:

Thanking You,

Yours Faithfully,

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

DISCLAIMER

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

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

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

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

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

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

IMPORTANT INFORMATION MEMORANDUM

Sl. No.	Events	
1	Tender cost (Non-Refundable)	Rs.1,000/- through demand draft from a scheduled bank, drawn in favour of “ HLL Lifecare Limited”, payable at Thiruvananthapuram.
2	EMD	Rs. 2,00,000/- through demand draft from a scheduled bank, drawn in favour of “HLL Lifecare Limited”, payable at Thiruvananthapuram.
3	Bid Validity	180 days (6 months) from the date of opening of Price Bid
4	Bid Opening Date/Sale of Bid Documents/Start of Bid Submission	On 12th July 2017 at 10.00 am
5	Last Date of Submission of written queries on Bid document	The queries have to reach well in advance but not later than 19th July 2017 by 1700 hrs. through email or by post/courier.
6	Pre Bid Conference	On 21st July 2017 at 2.00 pm Venue: “Akshaya Hall”, HLL Lifecare Ltd, Corporate Head Office, Poojappura P.O, Thiruvananthapuram, Kerala
7	Last date for submission of Bids	Up to 02nd Aug 2017 by 15.00 hrs.
8	Opening of Technical Bids	02nd Aug 2017 by 15.30 hrs.
9	Date & time of opening of Price Bid	To be separately intimated to the technically qualified bidders.
10	Bid Queries & Clarifications and Bid Submission shall be addressed to	The Associate Vice President (RBD) HLL Lifecare Ltd, Corporate and Registered Office, HLL Bhavan, Poojappura, Thiruvananthapuram-695012, Kerala, India.

CHAPTER - 1

1. About HLL Lifecare Limited [HLL]

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

Today HLL a multi-product company with 4 subsidiaries / joint venture firms, namely HLL Infratech Services Limited [HITES], Goa Antibiotics and Pharmaceuticals Limited [GAPL] HLL Biotech Limited [HBL] and Life Spring Hospitals Private Limited [LSH] state-of-the art manufacturing facilities and regional offices across India. HLL have global presence in 115 countries.

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

2. Invitation for the Bids

HLL Lifecare Ltd (HLL), hereinafter referred to as the “Purchaser” is pleased to invite sealed bids for the engagement of agency for Supply, Customization, Installation, Integration, implementation and Maintenance of software package which will provide end-to-end

accurate business solution for the chain of retail pharmacy stores across India as per Terms and Conditions detailed in this tender document.

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

3. Mandatory Eligibility Criteria/ Pre-qualification

- a) The bidder firm should have experience in the development of Pharmacy Software for a period of at least 5 years as on the last date of bid submission. Attach an undertaking in firm's letter head to this effect.
- b) The bidder should have successfully implemented the proposed solution in at least one Pharmacy having a minimum of 10 counters having 10 computers in which the proposed solution installed. Attach documentary proof in support.
- c) The bidder should have above 250 Clients in Pharma Retail, Distribution and CFA/CSA segments. Attach documentary proof in support.
- d) The bidder should have at least one retail pharmacy chain client who use more than 300 user licenses of the bidder OR who used the bidder's software at 50 or more centres /outlets. Attach documentary proof in support.
- e) Bidder should have its own software development facility and should have experience in developing and implementing customized pharmacy software without direct / indirect involvement of any third party. Attach an undertaking to this effect.
- f) The bidder firm should have more than 50 employees on their payroll from which at least a 5 member technical team should be available 24*7 for aftersales service & support. Attach documentary proof in support.
- g) Bid should accompany an earnest money deposit of Rs. 2,00,000/- (Rupees Two Lakhs Only) in the form of a Demand Draft drawn from a Scheduled commercial bank in favor of 'HLL Lifecare Limited' payable at Thiruvananthapuram. No other mode of payment will be accepted as EMD. The bidders are requested to make sure to indicate

the tender number, name and address of the bidder on the reverse of demand draft, any failure to comply with the same shall be at the risk of the bidder.

- h) The bidder should submit valid documentary proof of GST and the details of income tax registration number (PAN).
- i) The Bidder should be an original developer of the proposed solution (Attach an undertaking to this effect). The basic version of the proposed solution should be readily available with the bidder so that the same can be customized on HLL's request.
- j) The Bidder should have Service network well equipped with their service personnel to cover all the States & UT in India with their regional/representative offices available at least in 3 main centres across India. Attach documentary proof in support.
- k) The bidder should not have been blacklisted by any state/central Government organizations/firms/institutions for which a declaration stating that the bidder has not been blacklisted by any institution of the Central/State Government in the past three years should be submitted.
- l) The bidder should have a positive net worth during last three years. (Supported with Audited Balance Sheet and Profit & Loss Account or Annual Report for the last three financial years).
- m) The bidder should have a minimum paid up capital of Rs. 25 lakh. Out of the bidder firm's annual turn-over, the turnover from their retail pharmacy software/s business every year for the last 3 years shall be at least Rs. 3 Crore and above.
- n) Software distributors are not eligible for participating in this tender. Bidders are not allowed to participate in this tender as a reseller, authorized vendor or as a consortium partner.

The bidder must fulfill the above eligibility criteria/ pre-qualification conditions for evaluation of their bids. Bids fulfilling the above eligibility/ pre-qualification conditions will

only be considered for evaluation by the duly constituted evaluation committee. HLL reserves the right to reject the bid without making any reference to the bidder.

4. Submission and Opening of Bids

Definitions

- (a) **“The Purchaser”** means **HLL Lifecare Limited**, Corporate and Registered Office, HLL Bhavan, Poojappura, Thiruvananthapuram– 695 012, Kerala and/ or its subsidiaries, Joint Ventures, associates.
- (b) **“The Bidder”** means **the organisation that participates** in the tender and submits its bid.

4.1. Submission of Bid:

The Bidding Process comprises two parts, viz.

Part I : Techno-Commercial Bid (unpriced Bid)

Part II : Price Bid.

Every Bidder is required to submit his bid in two parts – a Techno-Commercial Bid and a price bid, in separately sealed envelopes super scribed as Techno-Commercial Bid and Price bid respectively.

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

4.2. Date of Submission

Time Schedule for submission of Bid is as provided in the **“Important Information Memorandum”** in the beginning of this Tender Document

4.3. Bids should be addressed to:

Associate Vice President (RBD)
HLL Lifecare Ltd,
Corporate and Registered Office,
HLL Bhavan, Poojappura,
Thiruvananthapuram-695012,
Kerala, India.

4.4. No Email/Fax bids will be accepted.

4.5. Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser shall be rejected and returned unopened to the bidder.

4.6. Any subsequent corrigendum/ addendum etc. to this tender shall be ipso facto applicable to this tender and would be available in the company website.

CHAPTER - 2
REQUIREMENT IN DETAIL

1. Scope of Work

HLL desires to procure and implement software which will provide end-to-end accurate business solution for the chain of retail pharmacy stores across India within the timeframe indicated in this document. HLL plans to address both, business and technology needs, through this Solution. HLL expects the successful bidder to adhere to the approach described in this document with possible improvements thereto.

The general scope of work primarily includes, but not limited to following:

- * Supply and Installation of application software, related software, and databases. Implementation services including information requirement study, conceptualizing, configuring and customization of the solution satisfying requirements of HLL, interfacing retained applications with the proposed solution (either by integration or by migration), planning and executing necessary tests on the proposed solution for compliance of requirements specifications, compliance of audit recommendations, performance testing, roll out, Stabilization, post go-live support etc.
- * Planning and executing data conversion and migration including archiving of past data if any.
- * Training of users and core team members including developing necessary documentation, user manuals, training material, conducting change management workshops etc.
- * Designing the system architecture, installation and implementation/ commissioning in association with hardware vendor/service partners.
- * Standard licensed database should be used.
- * Providing warranty services for the solution as a whole.
- * The contract period will be for 5 years from the date of go-live.
- * After that the agreement may be revised with fresh terms and conditions or purchaser may invite fresh tenders.

Integration and migration.

- Currently we are having 120 plus centers across India running on different software's
- Integration with the currently running software so as to collect, consolidate and made acceptable to the new software, the stock positions in each existing centers and their intends for procurement.
- More over using the new software sourcing division should be able to do all their processes for procurement including releasing of PO, accountability of GR/GI to other centers, Stock transfer between centres etc. who are using different software.
- The proposed software should be able to do the accounting, auditing related requirements and MIS of all the centres including those running on other softwares
- Existing software will run as such with support from the respective parties. Masters creation, price updates etc. will continue to be handled by HLL
- All new centers will run on the new software finalized through this tender process
- In the event of HLL hosting the solution in their own data center, Party should handover all data and backups, and should assist HLL for its smooth transition.
- Solution should be deployed in each computer in each center/outlet/office in a LAN.
- The server machine in the LAN to get connected to the central server (preferably in a cloud) for updation (stock, material master, price master etc.) synchronization and admin purposes.
- The central administrator should be able to do the admin job of creating new centers, new users with roles, authorisations etc.
- The new software should be able to run in the new GST framework and it is the responsibility of the successful bidder to make modifications / changes in the application and relevant data to run processes in GST environment.
- Master data corrections modification etc. to suit the process to run in the GST environment is the responsibility of the successful bidder.
- Currently, HLL have the following softwares in use; Wondersoft- 7 Centres, Software developed by Broadline Computer Systems, Chennai- 10 centres, Ecogreen- 100 plus centres. HLL will facilitate for providing the details of API,SDK and the details of database as may be required for Integration/Migration

Hardware and network requirements.

- As the proposed solution will be hosted on cloud, no Hardware procurement/Management will be done by the purchaser and in case of additional hardware/software requirement; bidder has to mention the details of such requirement in their bid. In case any additional setup is required on premises/off premises, the cost of such additional setup (i.e., Hardware/software/OS/Runtime environment/Middleware/Maintenance & Support etc.) should be included in the commercials. However the required number of computers, printers and necessary LAN arrangements will be provided by HLL.
- Hosting must be within India. No data should be kept outside the boundaries of India at any point of time. Relevant supporting documents shall be provided to HLL anytime on request
- Bidder should provide detailed requirements of network bandwidth required for centres.
- **Scalability Requirements:** The proposed solution should provide high scalability and no capacity/performance issues due to sizing of hardware/storage etc.
- Bidder should provide maintenance support for Hardware / Software / Operating System/ Middleware over the period of 5 years from the date of installation each year free of cost.
- All products updates, upgrades & patches should be provided by the Bidder/Vendor free of cost over the period of 5 years from the date of installation each year.
- The Bidder should keep HLL explicitly informed the end of support dates on related products/hardware and should ensure a support during the life of the contract.

Training

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

Geographical Scope

- The geographical scope of the proposed implementation includes all States and Union Territories(UTs) of India

2. License Requirements

Software licenses proposed to be required for a period of five years shall be as follows:

Expected License required per year	Licenses
2017-18	0 to 750 licenses
2018-19	0 to 500 licenses
2019-20	0 to 500 licenses
2020-21	0 to 500 licenses
2021-22	0 to 500 licenses

NB: For the purpose of the quantity mentioned above, the term “License” shall mean the software/Solution which is installed in each computer in center/outlets/office

- Any overflow of license requirements for the aforesaid period shall carry the same rates or such reduced rates mutually agreed between HLL and the successful bidder.
- Dashboards should be provided as part of MIS to present the overall information of activities which shall be customized as per HLL’s requirements
- Online/offline mode of working with provision to synchronize the data once online

3. Module Requirements

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

3.1. Central Head Office Module

- 3.1.1. Master Management Module Master Data Management
- 3.1.2. Centralised User Management

- 3.1.3. Extensive User Rights Management
- 3.1.4. Store Configuration Module Procurement Module
- 3.1.5. Customer Receipt
- 3.1.6. Supplier Payment
- 3.1.7. Basic Routine Expenses
- 3.1.8. Centralised Data Repository of All Data's of Stores
- 3.1.9. Centralised Reports for Sales, Purchase, Inventory, Orders, Cash etc. with Invoice and Item Level Depth
- 3.1.10. Reproduction of Prints for All Documents generated at Sourcing Division, Warehouse and Retail Outlets
- 3.1.11. Tax reports-Input and Out put

3.2. Warehouse Module- COCO - Company Owned Company Operated

- 3.2.1. COFO - Company Owned Franchisee Operated
- 3.2.2. FOFO - Franchisee Owned Franchisee Operated
- 3.2.3. Go-down Management
- 3.2.4. Retail Store Indent Management
- 3.2.5. Expiry Management
- 3.2.6. Delivery Management
- 3.2.7. Paperless Warehousing System
- 3.2.8. Weight Based Inward System

3.3. Retail Store Module

- 3.3.1. COCO - Company Owned Company Operated
- 3.3.2. COFO - Company Owned Franchisee Operated
- 3.3.3. FOFO - Franchisee Owned Franchisee Operated
- 3.3.4. Retail Store Institutional extension for Integrations
- 3.3.5. Queue Management
- 3.3.6. Token Management
- 3.3.7. Sales Order Management
- 3.3.8. Consignment Purchase & Return Management
- 3.3.9. Consignment Sales & Return Management
- 3.3.10. Accounting capability for managing credit, cash and Routine expenses

4. Master Data Management & Required Product Features

Following Masters will be centrally managed:

1. Product Master

- 1.1. Option to add Molecule (Should be from a Sub Master) level information including strength, form and absorption type , Composition, Brand name, Unit of Measurement & Packing mode
- 1.2 Assign unique Item Code for each item, provision for import item master from the existing software
- 1.3 Item Kitting (Create kit comprising of multiple Items)
- 1.4. Product Category Tree of Minimum 3 Levels - (Should be from a Sub Master)
- 1.5. Product Group Master (Should be from a Sub Master)
- 1.6. Manufacturer Master (Should be from a Sub Master)
- 1.7. Manufacturer Group Master (Should be from a Sub Master for Manufacturer) 'Suggesting to keep points, 1.3 &1.4 it as a separate head VENDOR MASTER
- 1.8. Product Pack Master
- 1.9. Storage Information Master - This is to capture storage instructions and for storing information related to cold chain products
- 1.10. Barcode support for EAN Code, Self Bar code, Multiple Barcode for One Product, GS 128 reading. Software should be to read Single EAN Code or same products having multiple EAN codes. It should support self-barcode which should be readable to across all new and existing stores. Software should also support reading of barcodes provided by vendors on GS1 Standard.
- 1.11. Barcode Generation from Stock Transfer In, Purchase Screen, Stock Verification screen, Sales Return Screen or for an Individual product.
- 1.12. DPCO Flag
- 1.13. Multiple Image
- 1.14. Store Wise Enable or Block Option
- 1.15. Store wise Rack Information
- 1.16. Different discount % for Each Store or cluster of Stores
- 1.17. Valuation of material (Moving Average price)

2. Vendor Master

- 2.1 Provision for maintaining Vendor credentials-
- 2.2 Name, Address, Email
- 2.3 PAN, TIN,
- 2.4 Drug Licence No
- 2.5 Bank account details
- 2.6 Whether MSME or not
- 2.7 Whether Manufacture or Distributor
- 2.8 Provision for Linking Distributor(s) with Manufacturer region wise
- 2.9 Provision for linking items with manufacturer
- 2.10 Provision for deactivating Vendors, centrally or region wise
- 2.11 Provision for adding credit details, Inco terms, General terms & conditions etc.

3. Store & Warehouse Master

- 3.1. Store Name & Print Name (For Legal Requirements)
- 3.2. Store ID
- 3.3. Address
- 3.4. Service Tax Number
- 3.5. GST No
- 3.6. Pan Number
- 3.7. Drug License Numbers - Multiple Numbers
- 3.8. License Valid Till
- 3.9. CIN Number
- 3.10. TAN Number
- 3.11. Store in Charge
- 3.12. Store Category
- 3.13. Phone Number
- 3.14. Mobile Number
- 3.15. Email ID
- 3.16. Geo Location
- 3.17. Geographic Hierarchy - Area, City, State

- 3.18. Activation and Deactivation Date
- 3.19. Store Sq. Ft Size
- 3.20. Billing Rate Policy
- 3.21. Parameter to Decide store will use Barcode or Item Search
- 3.22. Parameter to Decide Sales order will convert to Delivery Challan or Retail Invoice or Wholesale Invoice
- 3.23. Applicable Tax Type
- 3.24. Store on Common Shift System or Parallel Shift System or without Shift
- 3.25. Alternative Search of Items to be enabled or disabled
- 3.26. Store Static IP & Port Details
- 3.27. Offline Sync Location Settings
- 3.28. Petty Cash Account
- 3.29. Allow Manual Stock Transfer in or not
- 3.30. Allow Manual Purchase Entry or Not
- 3.31. Generate Batch Number without Purchase Entry or not.
- 3.32. Auto Sync settings.
- 3.33. Ideal Time out Settings
- 3.34. Stock Audit Schedule
- 3.35. Maximum stock Days
- 3.36. Maximum Stock Levels
- 3.37. Store Purchase Order allowed or not.
- 3.38. Pin code Mapping
- 3.39. Paytm/ Jio/ other E-wallet Merchant ID Information
- 3.40. Branch Target Entry Screen by Item, Manufacturer, Category or Brand
- 3.41. Reorder Level Rules based on Qty. per Pack, No. of times Sold, No. of Quantities Sold
- 3.42. Bank Details
- 3.43. Reconciliation of Cheques at Store or HO flag
- 3.44. Store Wise Sales Account, GST Account, Discount Account Code Configuration.
- 3.45. Store Documents storage like Licenses & Photographs
- 3.46. Item Wise Order Lot, Maximum Qty., Minimum Qty., Maximum Stock Days, Minimum Stock Days, Sale Days for Order Calculation; Lock for particular store, Order Lot

Calculation should have option of Always Ceiling, 1st Ceiling and 2nd onwards rounding or Always Rounding

- 3.47. When Reset, Tolerance % for new Maximum Qty.
- 3.48. Supplier Quotation Required or Not Flag
- 3.49. Maximum and Minimum loading from CSV File Option
- 3.50. Mark-up % Option based on Margins
- 3.51. Multiple Contact Details
- 3.52. Parent Warehouse (For Stores)

4. Franchisee Master

- 4.1. Same as Store Master
- 4.2. Credit Limits
- 4.3. Credit Days
- 4.4. Grace Limit
- 4.5. Grace Days
- 4.6. Auto Lock Option based on outstanding, limit exceeding, days exceeding or if license expired. Also parameter to include pending cheques as outstanding or not.

5. Customer Master

- 5.1. Complete Information of Customer
- 5.2. Main Address
- 5.3. Mailing address
- 5.4. Geo location
- 5.5. Geographic Hierarchy - Area, City, State
- 5.6. Phone Numbers
- 5.7. Mobile Numbers
- 5.8. Email ID
- 5.9. License Details and its Validity information
- 5.10. Credit limit, Grace Limit, credit Days
- 5.11. Roaming Policy (restriction of use to certain selected stores), Rate Policy, local or interstate
- 5.12. Bank information with IFSC and MICR Details

- 5.13. No. Of invoice Copies for this customer
- 5.14. Locking Flag with Auto Locking feature
- 5.15. Activation and deactivation date.
- 5.16. Parent Customer Code - This option required when we create many customer codes for a hospital for different departments but accounting under one customer account.
- 5.17. Loyalty Card Information.
- 5.18. Discount Policy - Flat, Product Category Wise, Product group wise, manufacturer wise.
- 5.19. Multiple contact details with mobile number and email
- 5.20. Type of Invoice - Retail or Wholesale
- 5.21. Customer Category (Should be a Sub Master)
- 5.22. Customer Item mapping information
- 5.23. Route master (Should be a Sub Master and should be Store Wise)
- 5.24. Parameter Option for Processing Customer Orders as Delivery Challan, Retail Invoice or Wholesale Invoice
- 5.25. Tax Policy based on Local or Inter State Customers.
- 5.26. Store Wise Credit Limit, Credit Days, Grace Limit, Grace Days
- 5.27. Due Date Calculation based on Bill Date or LR Date or Receipt Date or Entry Date.

6. In Patient / Out Patient Customer Master with Validity period

- 6.1. Complete information of the patient
- 6.2. Main Address
- 6.3. Geo location
- 6.4. Geographic Hierarchy - Area, City, State
- 6.5. Phone Number
- 6.6. Mobile Number
- 6.7. Email ID
- 6.8. Blood Group
- 6.9. Profile Category Name (should be a sub master) - In the medical field, list of medical ailments (diseases) are defined as profile categories - diabetes, cancer, blood pressure etc. The ailment that the patient is suffering from is defined.
- 6.10. Doctor (should be Sub master) - The name of the consulting doctor

- 6.11. Customer Category (Should be a Sub Master) - The category to which the patient belongs whether he is insured, corporate etc.
- 6.12. Parent Customer Code - This option required when we create many customer codes for a hospital for different departments but accounting under one customer account.
- 6.13. Type of Invoice - Retail or Wholesale
- 6.14. License Details
- 6.15. Card Number - Patient insurance card number if any
- 6.16. Activation Date - The date on which the customer became available/active/registered
- 6.17. Deactivation Date - The date on which the customer got discharged in case of inpatient and became inactive for out patient
- 6.18. Birth Date of the patient
- 6.19. Age and Gender
- 6.20. Credit Limit/Credit Days
- 6.21. Locking Flag
- 6.22. Discount applicable for the patient
- 6.23. Option to define special rate on item category, class or item level for specific patients
- 6.24. Option to enter the items that are regularly procured.
- 6.25. Option to synch the patient and convert as customer in the admin

7. Option to Create Favourite Menu List.

- 7.1. Option to set list of User wise frequently used menus as favourite which is displayed as a dashboard soon after logging into the application.
- 7.2. Option to search the menus from the list which includes reports and utilities using smart search. For example if INV space is entered will retrieve all the menus containing INV like types of invoice, utilities and reports that contains inv.
- 7.3. Option to open menus which are set as default on log on i.e. once the menus which are set as default must be opened on log in to the application.

8. UAT Mode Working for Test Environment

- 8.1. Option to create and execute the code in UAT mode must be provided.
- 8.2. The UAT mode must be similar to live setup and before moving to live environment and the user must vet the version to minimise the live issues.

9. Manufacturer Quotation

- 9.1. Option to create a formal statement of promise by potential/ existing supplier to supply the goods at specified prices, and within a specified period
- 9.2. Option to load the items for selected manufacturer. Options to map manufacturer/supplier item code with HLL item code through excel.
- 9.3. Option to load the items in the quote using a csv utility.
- 9.4. Approval process to be followed through system(work flow) based on prefixed limits(delegation of Power) Provision to attach supporting documents, provision for adding comments, rejecting, send back for clarification etc.
- 9.5. Should be able to tag suppliers (store / location wise) authorised to supply based on this quotation rates.
- 9.6. Option for creating manufacturer/supplier Limit values for purchases from them. Limit needs to be revised once exhausted through an online approval process
- 9.7. Should be able to capture Terms & Conditions of Quotation
- 9.8. Quotation should have effective date from which this would apply
- 9.9. Options to tag suppliers to all/specific stores/Warehouses
- 9.10. Should be able to attach image / relevant documents to the quotation.

10. Supplier Quotation

- 10.1. Option to create a formal statement of promise by potential/ existing supplier to supply the goods at specified prices, and within a specified period.
- 10.2. Option to load the items, add Purchase Price, MRP, Margin% from MRP in the quote using a csv utility.
- 10.3. Option to approve the quote after review
- 10.4. Option to provide show comparison between normal and special scheme and discount
- 10.5. The rate that is defined here will be the rate that should be called when a purchase/return entry is made.
- 10.6. Should be able to capture Terms & Conditions of Quotation
- 10.7. Quotation should have effective date from which this would apply
- 10.8. Options to tag suppliers to all/specific stores/Warehouses
- 10.9. Should be able to attach image / relevant documents to the quotation.

11. Indent from Stores/Warehouses

- 10.1. Option for Stores to raise Indent to Warehouse OR Central Sourcing Division
- 10.2. Option for indenting either on Brand OR Molecule
- 10.3. Option for creating Indent for delivery at current/future dates
- 10.4. Option to allocate to branches the items they have ordered
- 10.5. Option to allocate items to stores based on the priority of each store and this must be configured / set in Store / franchisee master
- 10.6. Option to mark particular purchase orders for allocation
- 10.7. Option to differentiate the purchase order items from the ones that are not placed in Purchase order but added manually
- 10.8. Option to generate auto indents based on reorder point
- 10.9. Option to see the current stock and on order stock while punching the indent
- 10.10. Option to fix maximum qty. limit centre wise/indent wise

11. Purchase Order

Central Sourcing division shall consolidate all indents from Stores & Warehouses and issue consolidated Purchase orders

- 11.1. Option for the Central Sourcing division to generate Purchase Order list based on sales, stored indent and min- max levels and pending orders at one go.
- 11.2. Option to combine various indents to a single Purchase order from the list
- 11.3. Option for selection of suppliers based on manufacturer/supplier quotations applicable against the indented item
- 11.4. Order list screen should prompt all supplier quotation for a particular brand/molecule and user should be allowed to select one.
- 11.5. Option for creating Indent for delivery at current/future dates
- 11.6. Option to split orders to multiple suppliers
- 11.7. Option for combing multiple Purchase orders (issued in a day) to a single supplier and to issue as a Master Purchase Order to the supplier
- 11.8. Option for sending Purchase orders through automated mails after approval
- 11.9. Option to create Purchase order based on Purchase sanction limit to each suppliers. Provision to restrict PO creation if Sanction value exhausted

11.10. Option to create single Po with multiple delivery locations and with staggered delivery schedules

11.11. While generating PO, options to specify credit days, delivery date etc., default values need to be captured from the masters

11.12. Option for stock transfer of items based on stock availability

12. Purchase Order item wise

12.1. Option to generate Purchase Order item wise based on min-max/indent / sales.

13. Purchase Order Content wise

13.1. Option to generate Purchase Order content wise based on min-max/indent / sales.

14. Auto and Dynamic Min Max

14.1. Option to set/reset the Min Max settings for all the items dynamically @ store level

14.2. Option to include the GDN while calculating Min-max along with sales.

14.3. Option to display the last reset date and time

14.4. Option to update the same after recalculation to Admin

15. MIS Report:

Software should have provision to generate appropriate MIS reports pertaining to each functionality, viz. Procurement, Inventory, finance

16. Reset item supplier priority

16.1. Option to set the Item Supplier/Manufacturer mapping @ store level based on the maximum number of times order placed and supplied by a supplier.

16.2. Option to update the same after reset to Admin

17. Gate Pass

17.1. Option to make a brief record of any goods passing through the company's entrance.

17.2. Option to enter all the document numbers that are being sent through the transport by the supplier.

17.3. Option to generate label for each pass

17.4. Option to Enter Reference No., the Document Total and the Number of Items

18. Goods Receipt Entry

- 18.1. Option to make an entry of the goods/items that are received against the gate pass that is present.
- 18.2. Option to load the supplier name on entry/ selection of the gate pass
- 18.3. Only pending gate passes must be displayed
- 18.4. Option to integrate the entry screen with weighing scale
- 18.5. Option to load the products based on the product/item weight (weight entry made in product master)
- 18.6. Option to enter the carton/ tray or palette number
- 18.7. Option to verify the GRE in Purchase
- 18.8. Option to block modification of ordered quantity/price
- 18.9. Option to accept GRE from multiple Purchase orders
- 18.10. Option to block the entry of additional quantity than PO quantity
- 18.11. Purchase order no. should be mandatory while taking GRE

19. Goods Receipt Entry Return

- 19.1. Option to make an entry of the goods/items that are returned against the gate pass that is present.
- 19.2. Option to load the supplier name on entry/ selection of the gate pass
- 19.3. Only pending GRE (Purchase not done) should be loaded
- 19.4. Items must be auto loaded on entry of gate pass
- 19.5. Option to entry the return Qty. either in pack or loose must exist.

20. DC Purchase

- 20.1. Option to enter Purchase Delivery Challan which has inventory effect on post/approval
- 20.2. DC Purchase screen to be similar to Purchase Screen only difference must be no accounting effect.
- 20.3. Option to enter partial or full Order
- 20.4. Option to scan the items
- 20.5. Option to load the Purchase Order
- 20.6. Option to load from Sales Order
- 20.7. Option to display purchase and sales history

- 20.8. Option to display the order supply status of chosen item/order
- 20.9. Option to Validate the Supplier Bill Number.
- 20.10. Option to enter the LR details
- 20.11. Option to generate barcode for the items where barcode not present.

21. DC Purchase Return

- 21.1. Option for returning stock to the supplier entered through DC Purchase, and claim the whole amount for the stock being returned.
- 21.2. DC Purchase can only be returned only if it is not converted to Purchase invoice
- 21.3. Option to load the Dc Purchase items (Only items which are not converted to Purchase must be displayed)
- 21.4. Option to block manual entry required

22. Purchase

- 22.1. Option to store details about the purchase of stock from a supplier
- 22.2. Details about the items purchase, their tax and discounts, scheme, freight charges and all expenses incurred must be stored
- 22.3. Option to generate Barcode must be present for the items where barcode not present.
- 22.4. Option to validate the Purchase with GRE must be present, in case of variance must not allow to post the Purchase.
- 22.5. Option to enter partial or full Order
- 22.6. Option to scan the items
- 22.7. Option to load the Purchase Order
- 22.8. Option to load from Sales Order
- 22.9. Option to display purchase and sales history
- 22.10. Option to display the order supply status of chosen item/order
- 22.11. Option to Validate the Supplier Bill Number.
- 22.12. Option to enter the LR details
- 22.13. Option to convert DC Purchase to Purchase must be present
- 22.14. Option to display variance if any like MRP, scheme, Purchase rate etc. must be present.
- 22.15. Option to load pending items of PO must be present

22.16. Option to load Purchase from different Supplier in different formats of csv, xls must be present.

22.17. Option to settle debit note/credit note in the Purchase must be present

22.18. Option to make PO mandatory must be present

22.19. Option to enter/ load Credit days from Supplier master must be present

22.20. Option to retrieve Expiry Date, MRP and Purchase values for an existing batch

22.21. Option for inventory effect by post/approval

22.22. Option to enter Rack details for the purchased items

23. Purchase Return

23.1. Option to return stock that is returned has to be returned to the supplier (because of reasons except breakage and expiry) and claim the whole amount for the stock being returned

23.2. Option to import items from non-moving list must be present

23.3. Option to load items from Expiry/Breakage list must be present

23.4. Option to load items from existing purchase entry list must be present

24. Payment release Note:

24.1. Provision for generating Payment Release note (PRN)

24.2. Provision for Verification and approval of PRN by sourcing division

25. Supplier Debit Note

25.1. Option to return stock that is either damaged or expired and has to be returned to the supplier

25.2. Option to import items from non-moving list must be present

25.3. Option to load items from Expiry/Breakage list must be present

25.4. Option to load items from Claim list must be present

25.5. Option to import items from quarantine list must be present

25.6. Option to validate supplier on loading items must be present

26. Stock Transfer In**27. Stock Transfer Out****28. Non Transaction GRN (For Self Consumption Goods)**

28.1. Option to transfer of Asset, Display assets and trays

29. Non Transaction GDN (For Self Consumption Goods)

29.1. Option to the transfer of Asset, Display assets and trays

30. Check Purchase

30.1. Option to transfer one store purchases items for another store

31. Customer Quotation

31.1. Option to enter an estimated bill for the Customer

31.2. Option to load items based on the item category, brand, manufacturer and group wise must be present

31.3. Option to load items from Tender must present

31.4. Option to print the items must present

32. Sales Order

32.1. Option to take sales order from Customer.

32.2. Option to convert sales order to Sales Invoice, DC Invoice and Wholesale invoice must present

32.3. Option to send the Order status to the customers must present

32.4. Option to check the current order status must present

32.5. Option to retrieve the Pending Sales Order which are not converted to SO must present

32.6. Option to load items from the txt/CSV or other formats must present

32.7. Option to enter the Delivery address of the customer must present

32.8. Option to raise SO from one store to another store must present

33. Delivery Challan (Customer)

33.1. Option to store details about the DC for sale of stock to a customer

33.2. Option to convert Pending Sales Order to DC invoice must present

33.3. Option to check the purchase history and stock position of items from other stores must present

33.4. Option to export the DC invoice details in various formats like DBF File, XLS, CSV, XML and TXT must present

33.5. Option to enter the Delivery address of the customer must present

33.6. Option to make payment with various options like Cash, Card and Credit must be present

33.7. Option to load items BOM must present

33.8. Option to load details from the existing quotation must be present

34. Delivery Challan (Return-Sale)

34.1. Option to load items from the old DC invoice must present

34.2. Option to check the purchase history and stock position of items from other stores must present

34.3. Option to export the DC invoice details in various formats like DBF File, XLS, CSV, XML and TXT must present

34.4. Option to enter the Delivery address of the customer must present

34.5. Option to make payment with various options like Cash, Card and Credit must be present

34.6. Option to load items BOM must present

34.7. Option to load details from the existing quotation must be present

34.8. Option to load items from the pending DC must present

35. Sales Invoice

35.1. Option to list the description and the quantity of the item sold or service provided. This document is also a record of the sale for both the seller and the buyer

35.2. Option to load items from the old invoice must present

35.3. Option to check the purchase history and stock position of items from other stores must present

35.4. Option to convert pending sales order to sales invoice must present

35.5. Option to add the items to indent list must present

35.6. Option to remove the items from indent list must present

35.7. Option to see the purchase history, sales history, Accounting effect, Transaction History and regular customer list

35.8. Option to make payment with various options like Cash, Card and Credit must be present

35.9. Option to load items from the pending DC must present

36. Primary/ Franchise Invoice

36.1. Option to load items from the old invoice must present

36.2. Option to check the purchase history and stock position of items from other stores must present

36.3. Option to add the items to indent list must present

36.4. Option to remove the items from indent list must present

36.5. Option to see the purchase history, sales history, Accounting effect, Transaction History and regular customer list

36.6. Option to make payment with various options like Cash, Card and Credit must be present

36.7. Option to print the label of the invoice items must present

36.8. Option to enter the Delivery address of the customer must present

36.9. Option to print the barcode of the invoice items must present

36.10. Option to verify the barcode of the invoice items must present

36.11. Option to load items from the pending DC must present

36.12. Option to load items from the purchase must present

36.13. Option to load items from the GRN must present

36.14. Option to auto load items based on item codes, category, manufacturer, group, pack type and schedule must present

36.15. Option to load items from the production entry must present

37. Proforma Invoice

37.1. Option to create dummy bill and is generated to a customer

37.2. Option to load items from the old invoice must present

37.3. Option to add the items to indent list must present

37.4. Option to remove the items from indent list must present

37.5. Option to see the purchase history, sales history, Accounting effect, Transaction History and regular customer list

37.6. Option to make payment with various options like Cash, Card and Credit must be present

38. Delivery Slip

38.1. Option to delivering the items ordered by customer at their door step

38.2. Option to select pending bills must present

38.3. Option to see invoice delivery status must present

38.4. Option to see pending GDN Return must present

38.5. Option to add comments to the delivery slip must present

38.6. Option to track the counter delivery status of the invoice

39. Credit Note

39.1. Option to store information regarding goods that are returned by the customer (Sales Returns)

39.2. Option to load the items from the Proof Credit Note must present

39.3. Option to load the items from old invoice must present

39.4. Option to create multiple credit notes from multiple sales invoice, primary sales invoice and DC invoice must present

40. Manual Bill Entry

40.1. Option to make manual bill book entries

40.2. Option to settle the corresponding manual entries with that in the system

41. Cash Verification

41.1. Option to clear transactions that have been paid up or received in cash

41.2. Option to view the previous shift details must present

41.3. Option to change the Tender Type of the invoice must present

41.4. Option to view the Petty Cash Ledger must present

42. Customer Receipt

42.1. Option to store information about Customer Receipts

43. Supplier Payment

- 43.1. Option to store information about payments made to suppliers
- 43.2. Option to view the Pending Debit note of the supplier must present
- 43.3. Option to print the cheque must present
- 43.4. Option to save the Settled Documents Slip must present
- 43.5. Option for Bulk Supplier Payment must present
- 43.6. Option for Reconciliation of cheque must present

44. Credit Debit Settlement

- 44.1. Option to store information about credit / debit voucher settlements made with a selected Account Head
- 44.2. Option to settle the unsettled vouchers must present
- 44.3. Option to filtering the data store wise must present

45. Bank Slip (Cheque Deposit Slip)**46. Reconciliation of Cheque**

- 46.1. Option to view the details of the cheques that have been received / paid by the company from/to various people, companies, vendors

47. Credit JV / Debit JV**48. Cash Deposit to Bank**

- 48.1. Option to store information about cash deposits made to a selected bank

49. Cash Withdrawal from Bank

- 49.1. Option to store information about cash withdrawals made from a selected bank

50. Bank to Bank Transfer

- 50.1. Option to store information about transfers made from one bank to another and their details
- 50.2. Option to print cheque for the same.

51. Counter Income / Expenses

- 51.1. Option to track the cash that is used received from its daily miscellaneous activities

51.2. Option to track the cash that is used across a store for its daily expense activities .For example travel expense, tea expense

52. Provisional /Journal Voucher

52.1. Option to make provisional vouchers which gets converted to JVs on the defined date.

52.2. Option to make Journal Voucher

53. Receipt / Payment

53.1. Option to store information about Payments made

53.2. Option to store information about Receipts

54. Multi Receipt / Payment

54.1. Option to post there is more than one receipt that needs to be posted to one account the journal.

54.2. Option to post there is more than one payment voucher that needs to be posted to one account the journal

55. Voucher

55.1. Option to store information about entries made into the journal.

55.2. Option to make provisional vouchers which gets converted to JVs on the defined date

55.3. Option to make account to account settlement (multi receipt/payment voucher)

56. Stock Verification / Adjustment

56.1. Option to carry out physical inventory verification and option to report shortages or excess qty. with value

56.2. Provision to take approval for stock adjustments and for stock return

56.3. Option to make adjustment (Stock In/Stock Out) of the batches of an item

56.4. Option to load items from the Auto Generate List window based on the available filter options

56.5. Option to load single item from the Single Item Auto button

56.6. Option to load Active zero stock batches

56.7. Option to load items from cycle count list

56.8. Option to print barcode of the items

56.9. Option to reverse the Quarantine Stock items

57. Batch Adjustment

57.1. Option to make adjustment to batches of an item with reason for adjustment

58. Item Consumption Entry

58.1. Option to track and record the non-saleable items which are mostly self use items such as gloves, surgical equipment, etc., in hospitals.

58.2. Option to mark the as 'Non Saleable' for such use must be present at item branch level.

59. Receive invoices from distributors for Auto purchase entry from it

59.1. Option for auto download of purchase bills from suppliers to reduce the re- entry work

60. Live Connection with Distributors

60.1. Option to connect to distributors which provides the accurate stock position with the distributor which helps the stores to decide to whom the order needs to be placed and also provides an approximate time of fulfilment for the order

61. Queue Management with Token System (With an option to issue to different type of Patients like Senior Citizens etc.)

61.1. Provision to incorporate Token system for Sales order and related display / call / recall etc. Option for multiple stages, priority etc. also to be provided.

61.2. Patient Flow (From Token till receiving medicine)

61.3. Prescription Flow (From scanning of prescription till delivery of medicines)

61.4. Refill Flow (From Auto ordering to refilling from ware house)

61.5. Warehouse Flow (From vendor ordering to Receipt)

61.6. Data Submission Flow (Submission of consolidated bill with scanned prescription copies)

62. Asset Management - To maintain & monitor tangible & intangible assets of the organization

62.1. Asset management must have a systematic process of deploying, operating (managing), servicing, maintaining and disposing of assets cost-effectively by analyzing & reporting the Audit, branch wise.

63. Express POS - for Queue Bursting.

63.1. Tab Billing should be enabled where in any Tablet PC can be used to make the invoices (Retail).

64. Franchisee Management**65. Stock Lookup Check for availability of products ordered in neighbourhood store in case of stock out at respective branch****66. Payments acceptance in Cash, Card, Paytm, Wallets, UPI**

66.1. Option to pay bills with these wallets in sales invoice order must be provided.

66.2. Option to use the wallets for refunds in credit note must be provided

67. Marketing Promotion Engine - Coupon issues, promotions of different types etc.

67.1. Option to enter a voucher entitling the holder to a discount off a particular product or services.

67.2. Option to apply conditions for using the coupon

67.3. Option to apply the coupon on selection of the products for which are applicable automatically.

67.4. Option to apply the coupon on product categories/manufactures etc.

67.5. Option to enter promotional products

68. Provision for Extending to Online Apps and Web Portal

68.1. Option to integrate the desktop application with online apps and web portals for processing of prescription, order, sales and purchase.

68.2. Option to send to work as back end for E-com. app.

69. Paperless Warehousing Capability

69.1. Option to send the Intend from stores to warehouse without generation of paper PO.

69.2. Option to import the PO and process the Order and send the goods to stores through electronic media.

69.3. Replenishment of inventory at Warehouse time to time based on the Order/ Indent that is sent to the Warehouse

70. Prescription Digitisation Option

70.1. Option to store an electronic copy of the prescription

70.2. Option to digitize the items in the patient Prescription.

70.3. Option to convert the Prescription items to order and fulfilment of the same

71. Auto Mailing of Reports

71.1. Option to mail reports automatically using scheduler to predefined set of email ids.

72. Multiple Image Attachment option for Every Sales Invoice, Purchase Screen or any other Transaction Screen

72.1. Option to capture and add multiple images, attachments for transaction /approval screens.

72.2. Option to view the same in all transactions

73. Claim Management for Special Rate Sales.

73.1. Various provision for managing manufactures claims, based on special rate defined, quotations etc.

73.2. Generation of Supplier Debit note for the claimable items

74. Global Transaction Search Utility

74.1. Option for searching all the related accounts of the branch which has contact details.

74.2. By default all Account Master Contacts must be available for view by the User rights.

75. Auto Bank Reconciliation.

75.1. Option to reconcile the received/paid cheques at one shot reading from excel that is provided from the bank.

75.2. Option to configure the same for all banks since formats vary from bank to bank.

76. SMS Integration

76.1. Option for sending transaction information from the application as SMS to the customer on creation of Sales Order, Sales Invoice and any payments.

76.2. Option to configure the SMS in customized formats store wise or be centralised operation.

76.3 SMS Charges would be under HLL's scope.

77. Locking of Masters

77.1. Option to the lock the Masters temporarily but can be used in the transactions.

77.2. Option to completely lock the master and this must not appear for any transactions

78. Offline and Online Capabilities for Store functioning.

78.1. Option for all stored to work offline must be provided.

78.2. Option to synchronize the data at the EOD using Upload/Download must be provided.

78.3. Option to fetch data on request from other stores must be provided.

79. Cycle Audit, Random Audit, Dynamic Audit Lists for Stock verification

79.1. Option to audit stock randomly

79.2. Option of an auditing procedure for the inventory where in the stock is checked on a specified day for a small set of the inventory for a specified location

79.3. Option to audit stock based on the data that is retrieved by executing a set of conditions.

The result is dynamic hence - Dynamic audit

80. Video E-Learning Portal for Complete Software for Both English and Hindi.

80.1. Option where e-learning is enabled to train the executives on demand or use as reference material

80.2. The e-learning video must be present in English and Hindi.

81. Customer Engagement

81.1. Send alerts/reminders related to business & personal occasions like

- payments
- birthday wishes
- anniversary wishes

81.2. E-bills to reduce paper cost

81.3. Loyalty points to retain customers

81.4. Comprehensive door delivery system based on time, geography

81.5. Availability of products

81.6. Display management for customers to browse & compare products while visit to the store

82. Centralised Control

82.1. Control all branches & distribution centres from a single point including sales, purchases, stocks & multiple taxation structures

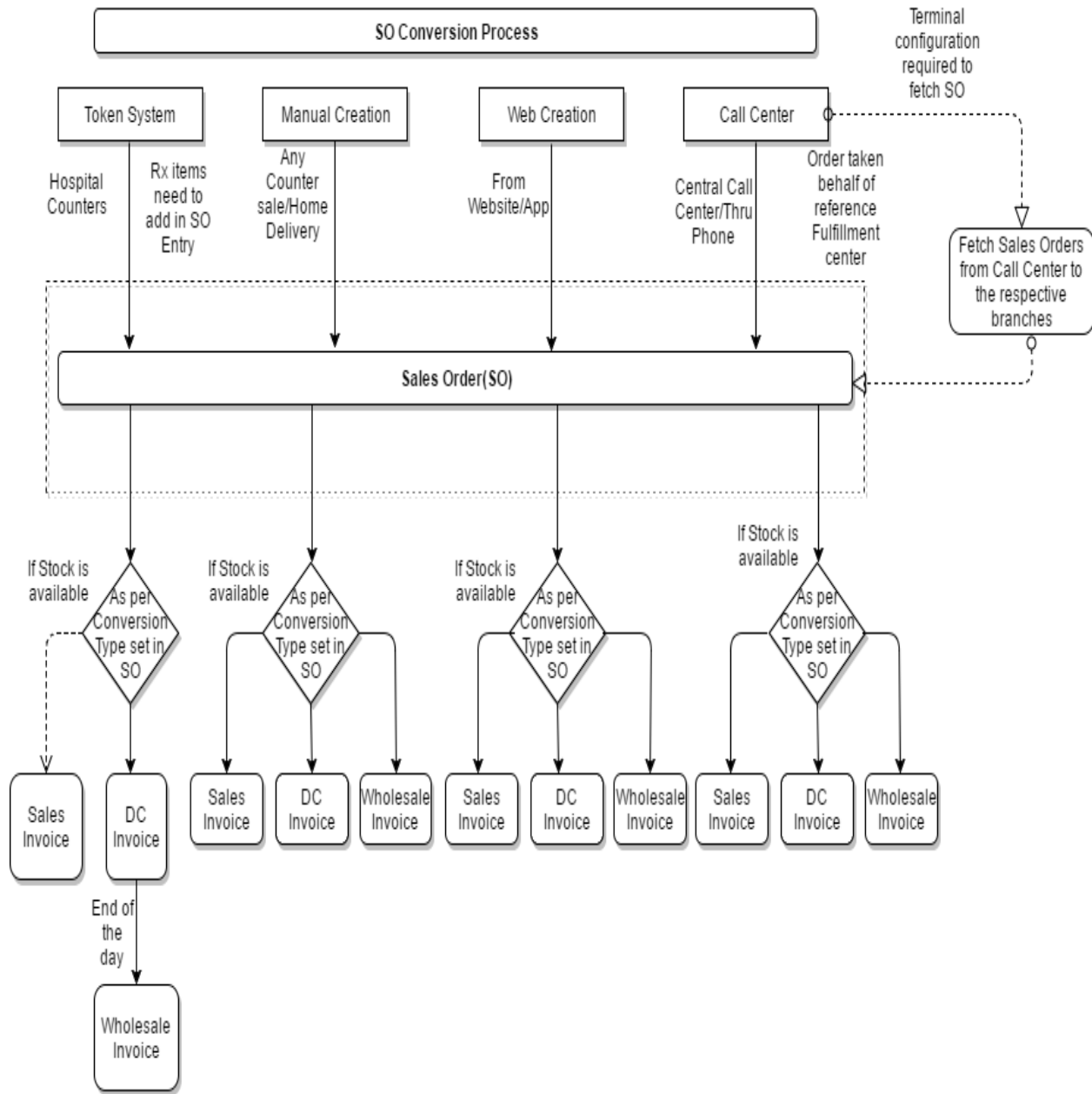
82.2. Create masters centrally

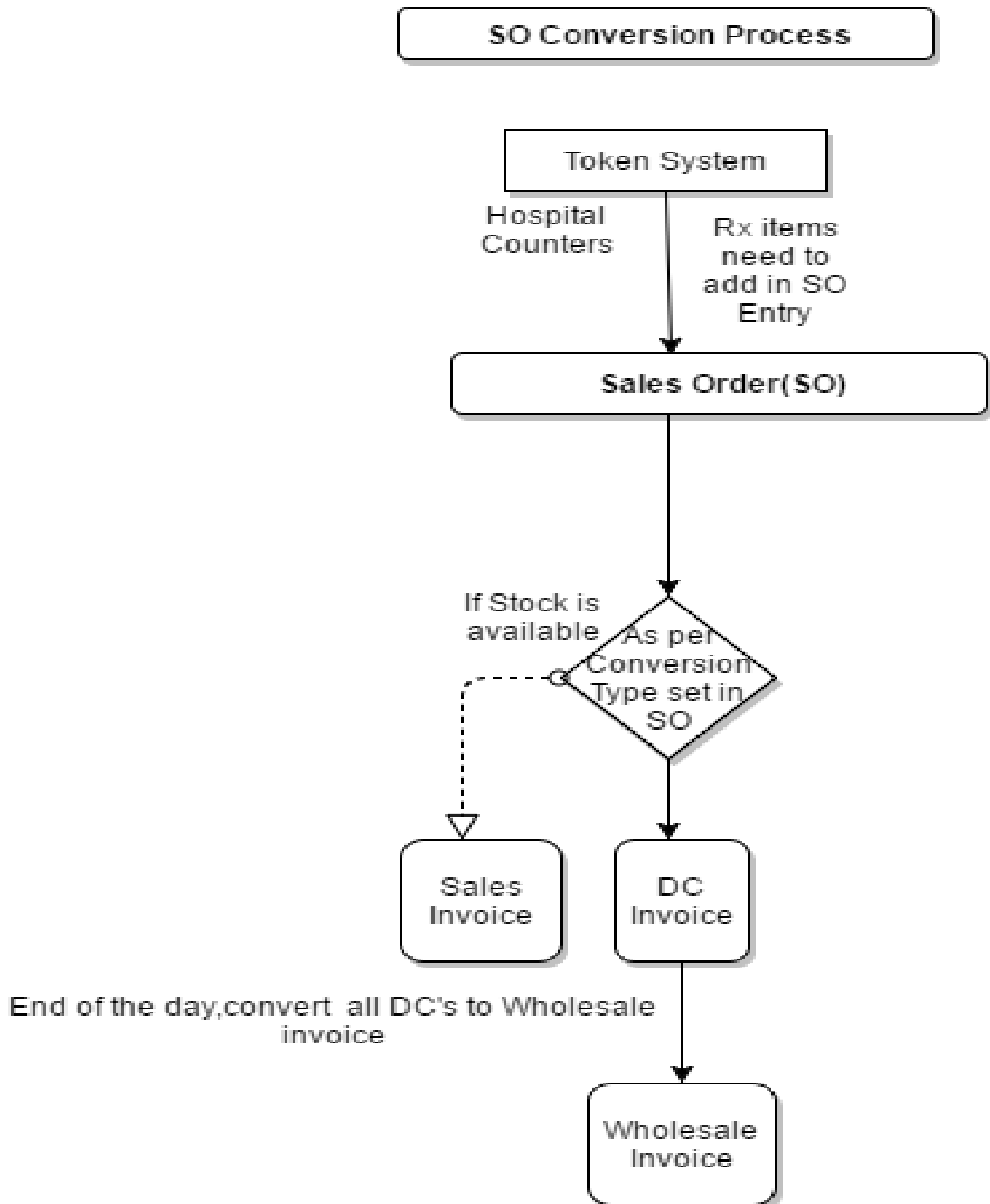
82.3. Set user-rights at individuals / groups level based on different parameters

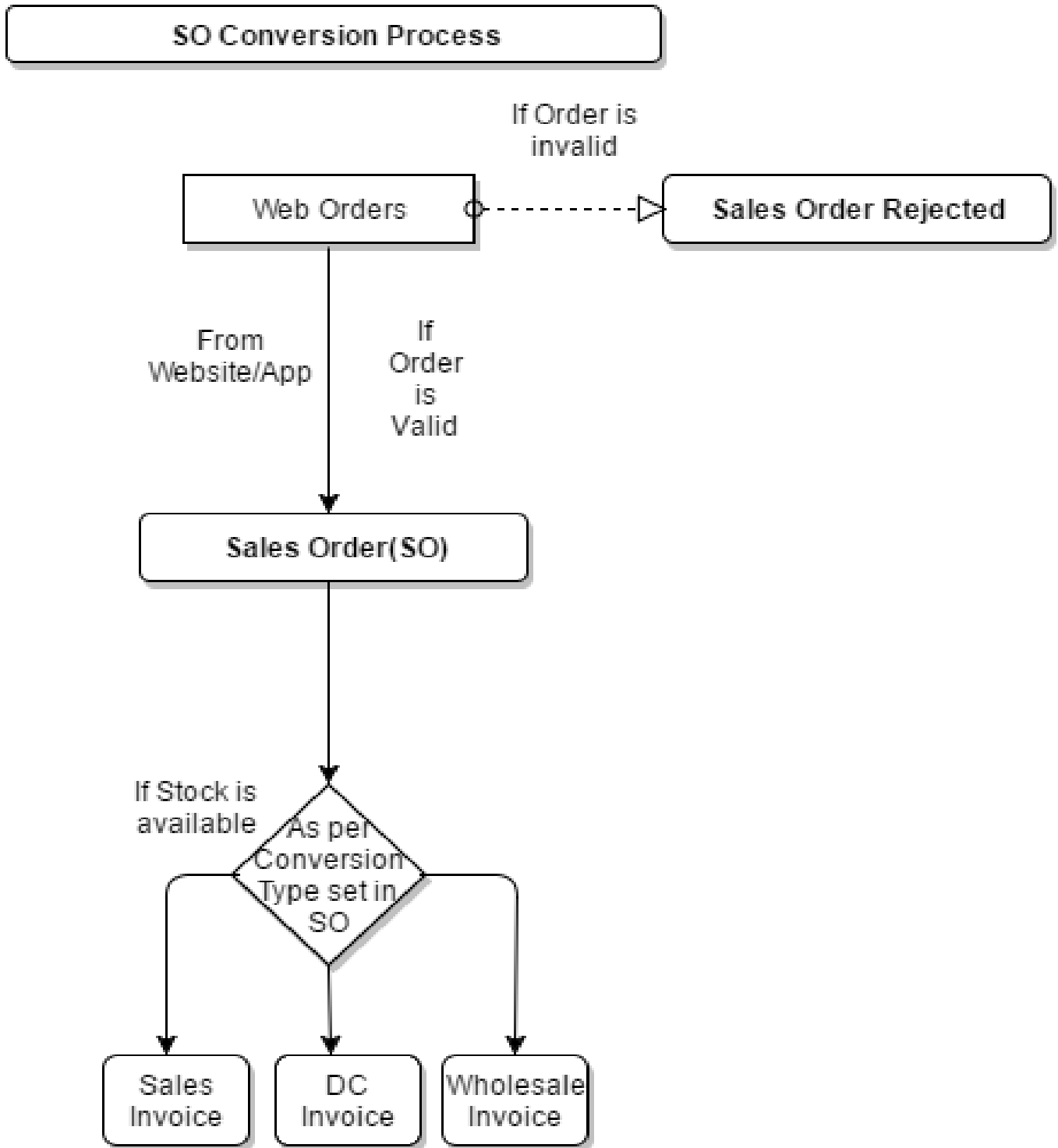
82.4. Track your assets

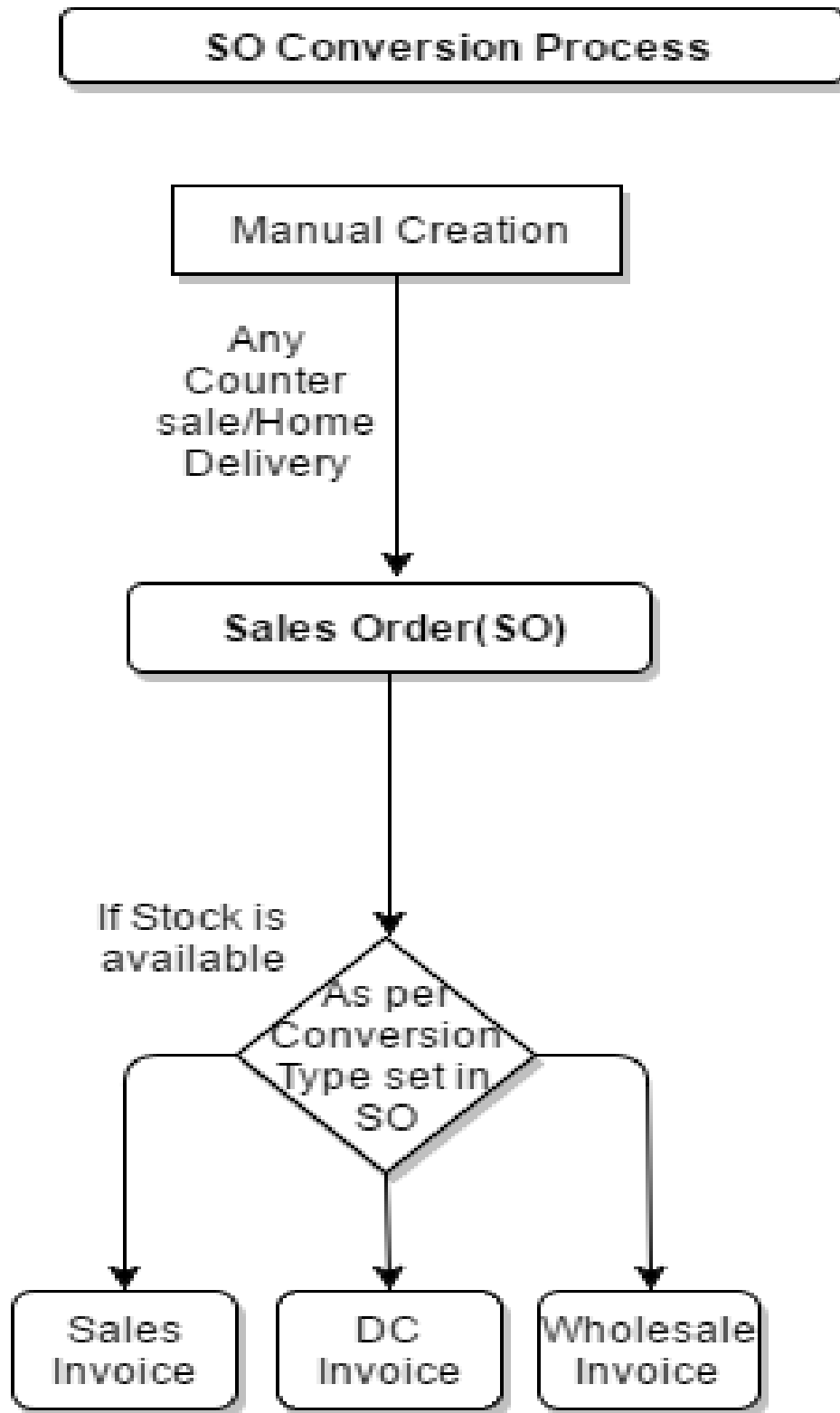
82.5. Automated notification for repairs, replacements & renewal.

83. Sourcing Module Related Flowcharts.

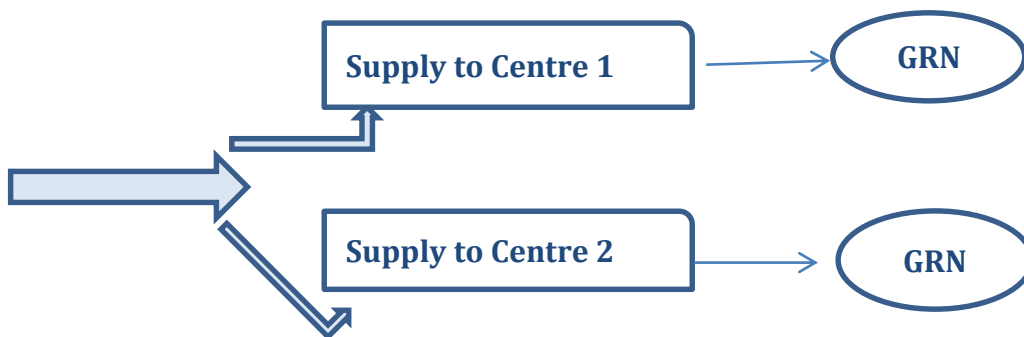
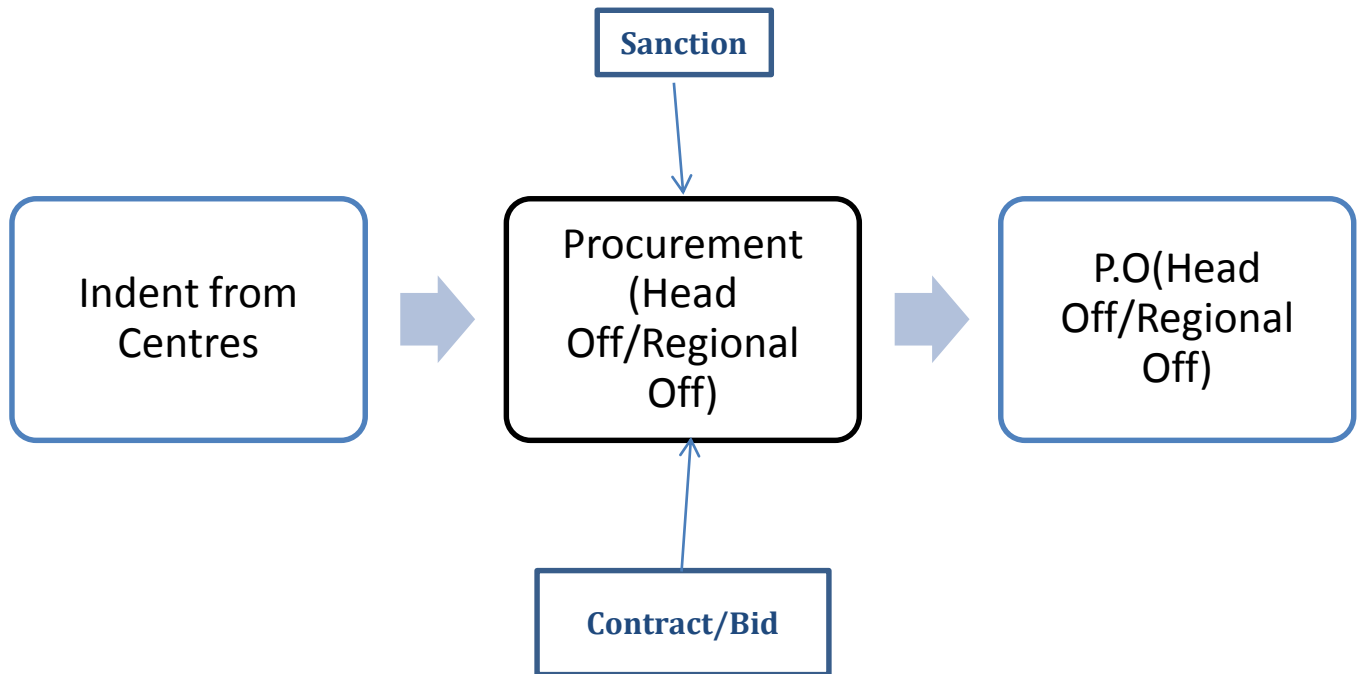




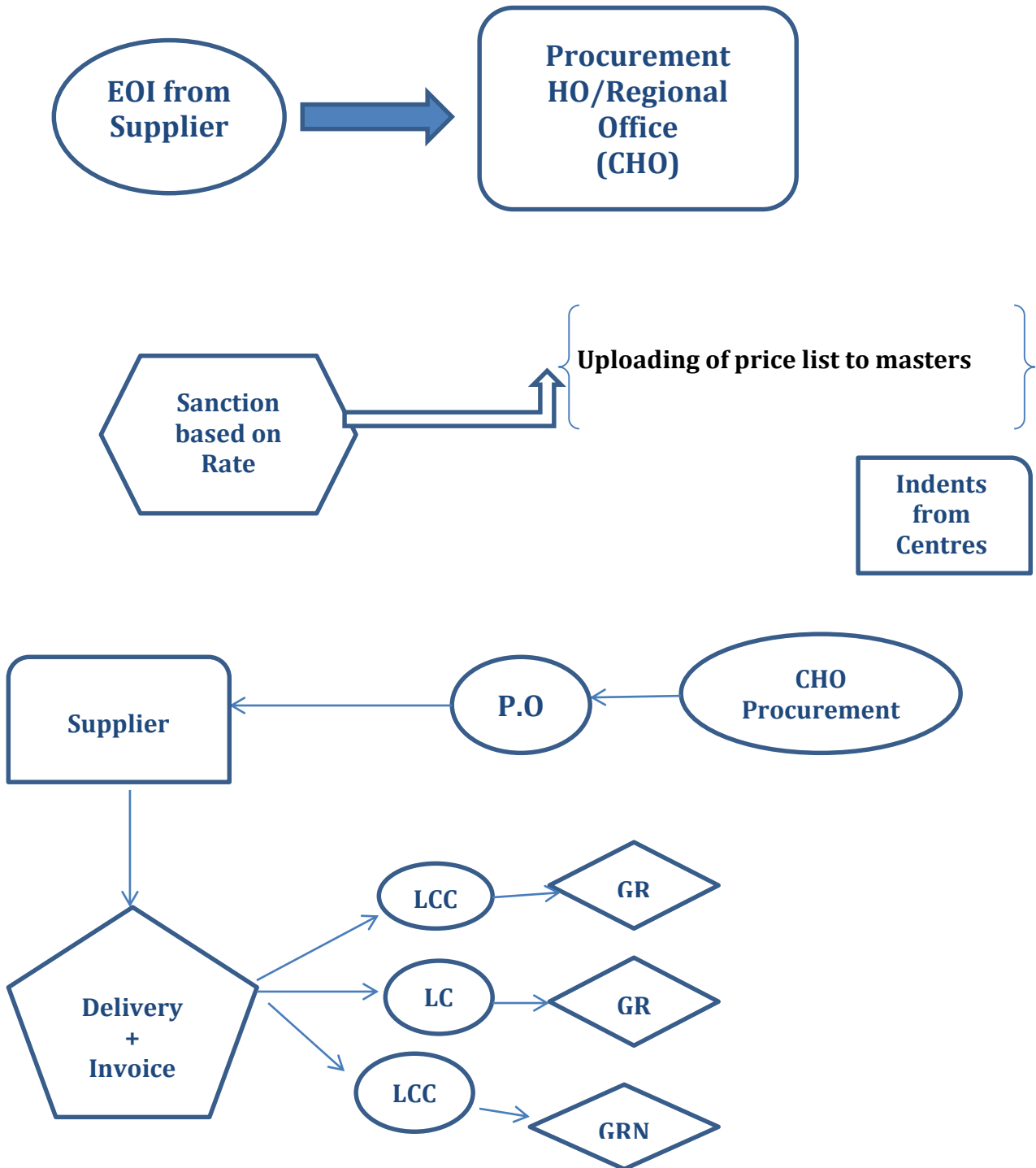




Procurement Process flow for already existing supplier/Product



Procurement Process flow for new supplier/Product



84. General Notes on the Sourcing Division Process

84.1 Identification of supplier

- Manufacturers/Distributors are identified based on the requirements received from centres. Manufacturers are registered with HLL based on the Expression of Interest document. As part of registering the company mandatory documents like Manufacturing license, sales tax registration, PAN No, valid quality certifications, entire product list with MRP & HLL rate are collected from the party. Negotiation meeting is conducted and rates, payment terms and other supply and delivery terms are finalized. Excel copy of the price list will be collected from the supplier and the same need to be uploaded for updation in master.
- For products where HLL does not have direct rate with the manufacturer, distributor rates are collected and the registration process mentioned in the above para is followed.

84.2 Obtaining sanction

- Individual supplier wise sanction is taken as per DOP based on the projected yearly purchase volume. Tracking of the purchases done against the sanction is also done so as to ensure that the sanction limit is not exceeded. In case purchase sanction limit is exceeding additional value based sanction is taken.

84.3 Processing of orders

- Requirements of centers are sent to SD in the form of indents. Indents are prepared manufacturer wise/ distributor wise with the brand name, generic name, Unit of measurement and quantity. If the indents are received for manufacturers, purchase order is prepared by taking MRP & purchase rates from the approved manufacturer price list and terms and conditions from the negotiated terms and conditions. In case the products are indented from distributors then items with maximum purchase margin is selected and order is given to the distributor based on the finalized rate and terms and conditions. For calculating the purchase margin the following formula is used.
- $\text{Purchase margin} = (\text{MRP} - \text{Purchase rate} / \text{MRP}) * 100$

- Based on the indents received purchase orders are prepared and forwarded to the supplier by email. Purchase orders can be prepared for staggered delivery also. Certain indents are clubbed (more than one indent) of same manufacturer/distributor and single PO is released.
- After verifying the stock position of the indented items in other centres, some items are stock transferred from other retail outlets in case excess stock is available with the outlet.

84.4 Delivery of materials

- As per the PO the orders are delivered to retail outlets and GRN is taken based on individual purchase order. If the invoice quantity & price do not match, SD will take a decision to propose the amendment of quantity/price based on the stock position and purchase margin. In case the changes are approved amendment of PO is made and forwarded to the supplier. PO No shall be made mandatory for taking GRN. Against a single PO if delivery of the items are done multiple times then multiple GRN will be taken against single PO.

CHAPTER 3

INSTRUCTIONS TO BIDDERS

This section aims to provide guidelines/Instructions for Bidders, to be used while submitting the Proposals. These are generic in nature, but Bidder are required to abide by them during the currency of the Project

3.1 Pre-Bid Conference (PBC)

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

3.2 Cost of Bidding

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

3.3 The Tender Document

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

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

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

3.4 Compliance to ethical standards

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

3.5 Clarification on Bidding Documents

- The Bidder is required to carefully examine the bidding documents, terms & conditions, form of agreements, and all other details relating to scope of project given in the Bidding Documents and fully acquaint itself as to all conditions and matters which may in any way affect the work or the cost thereof. Bidder is deemed to have known the scope, nature and magnitude of the work and the requirements of all the necessary resources including materials, labour etc.
- Bidders are requested to attend the Pre Bid Meeting to be convened on the scheduled dates at Akshaya Hall, HLL Lifecare Limited, Corporate Head Office, Poojappura,

Thiruvananthapuram. Pre Bid minutes will be circulated to all participating bidders. Bidders who have downloaded the tenders from HLL website are requested to inform HLL of their interest in participation without fail.

- Any neglect or omission or failure on the part of the Bidder in obtaining necessary and reliable information as stated above or on any other matter affecting the Bidder, shall not relieve the Bidder from any risk or liability or the entire responsibility for completion of the work in accordance with the Bidding Documents.

3.6 Amendment of Bidding Documents

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

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

3.7 Bid Validity Period

All bids, not rejected for any other reason, will remain valid for a period of 6 months (180 days) from date for submission of Bids as prescribed in the Tender Document. In case of a bidder revoking or withdrawing/canceling his Tender, varying any term in regard thereof during the validity period of the Tender without the written consent of HLL, the Tender submitted shall be liable for rejection and will entail forfeiture of the Earnest Money paid along with the Tender

3.8 Extension of Period of Bid Validity

In exceptional circumstances, HLL may request all the Bidders consent to an extension of the period of validity of their respective bid. The request and the

response thereto will be made in writing. Extension of validity period by the Bidder must be unconditional. The Bidder will not be permitted to modify his bid.

3.9 Bid Parts

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

Part 1 – Techno commercial unpriced bid

This part shall contain the following:

- a. Tender Cost and EMD through demand draft from a scheduled bank, drawn in favour of “HLL Lifecare Limited”, payable at Thiruvananthapuram. .
- b. Confirmation on submission of documents and mandatory eligibility criteria requirements as per clause 1.3
- c. The Technical and Commercial Bids are to be submitted in two different envelopes and to be put in the sealed packet super scribed as “Techno-commercial unpriced bid” on the cover.
- d. The Technical bid should be submitted in original plus one copy. The copy of the technical bid should be made from the original bid after completing the original bid in all respects including signatures. The original should also be marked as “Original Technical bid”.

Part 2 – Price bid

- a. This part shall contain the Price bid as per clause 3.15.
- b. All pages of the bid submitted must be signed and sequentially numbered by the authorized signatory of the bidder in acceptance of all the terms and conditions, irrespective of the nature of the content of the page in the format: “Current page no. /total no. of pages”. Unsigned and Unstamped bids shall be summarily rejected.

3.10 Authorization required in respect of the person/persons for submission of the Bid

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

3.11 Addressing the Bid

The Bid packets must be addressed to the below address

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

The outer envelope must clearly indicate “HLL/CHO/RBD/IT/RFP/2017-18/2 dated 11/07/2017; Last date for bid submission 31/07/2017; 15:00 Hrs.”

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

The envelopes shall bear the following identification: -

“Supply, Installation, Integration and Implementation of Retail Pharmacy Chain Software” Tender Reference: HLL/CHO/RBD/IT/RFP/2017-18/2 dated 11/07/2017

“Do not open before 31/07/2017.”

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

3.12 Earnest Money Deposit (EMD)

3.12.1 The Bidder must submit Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakhs only) along with the Technical Bid in the form of Demand Draft valid for a period of six months from any Nationalized Bank in favor of HLL Lifecare Ltd., Thiruvananthapuram payable at Thiruvananthapuram. Non-submission of EMD will lead to rejection of the bid.

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

3.12.3 The EMD of the successful bidder shall be returned after the acceptance of the purchase order.

3.12.4 The EMD may be forfeited:-

1. in case of any Bidder: if he withdraws the bid during the bid validity period
2. In case of the successful Bidder:
 - a. If he fails to sign the agreement and/or commence the work within the date to be agreed upon after issue of purchase order as described in the Tender Document.
 - b. If he fails to submit the performance guarantee if any within specified time frame.

3.12.5 MSMEs are exempted from paying the EMD on submission of the relevant certificates along with the bid documents

3.13 Mandatory Eligibility/ Pre-Qualification Criteria

The eligibility criteria documents as per clause 1.3 chapter 1 must be submitted along with the Technical Bid. Bid without these documents will be summarily rejected.

3.14 Technical Bid - The Technical Bid should comply with the pre-qualification criteria as per clause 1.3. The Technical offer should be completed in all respects and contain all information asked for.

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

- a. Tender cost and EMD in separate envelopes.

- b. Profile of the Bidder and relevant experience
- c. Proposed product literature, modules offered and support methodology
- d. 3rd party software(s) proposed (if any), software company details, integration with Proposed product, proposed support offered
- e. Project organization including CV of the team members.
- f. Methodology to be followed in execution of the project
- g. Project plan detailing phases and activities, dates and resource allocation
- h. Requisite hardware configuration including details of quantity and configuration of servers, back-up facility
- i. Training program for functional team and users
- j. System Integration Tests, User Acceptance Tests etc.
- k. Post go-live support methodology
- l. Organisational structure of the Bidder & escalation mechanism for technical issues
- m. Signed copy of Tender Document (all pages including annexures, forms to be signed & stamped)
- n. List of Deviations / exclusions.
- o. Signed copy of Price Schedule (Blank Price Bid with prices blanked as 'XXXX') confirming that the bidder is submitting his price schedule in this format given

3.15 Price Bid

3.15.1 Price Bid should be submitted in the format given in Annexure-1 only.

3.15.2 Once the bid is submitted in a sealed cover by the bidder, the purchaser will not accept any additions/ alterations/ deletions of the Bid. However, the purchaser reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by the purchaser.

3.15.3 Quoted prices should be firm and inclusive of all applicable taxes, duties, Levis etc. and cost of all other expenses related.

- 3.15.4 Prices quoted by the bidder shall remain firm during the bidder's performance of the contract. A bid submitted with any conditional price will be treated as non-responsive and shall be summarily rejected. However the bidder should pass on the benefit to the purchaser if there is any price reduction in the meantime.
- 3.15.5 Any technical bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes.
- 3.15.6 The offer should remain valid for a minimum period of 180 Days from the date of opening of the Commercial Bid. Any offer falling short of the validity period is liable for rejection.

3.16 Deadline for submission of Bids

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

3.17 Delayed Bids

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

3.18 Evaluation and Comparison of Bids

The bids shall be opened in the following sequence:

1. HLL will open the EMD and Tender fee envelope first and then the Eligibility/ Technical Bid respectively. In case, the EMD/Tender fee/Eligibility/Technical bid is/ are not found in order the bid are liable for rejection. **MSMEs are exempted from paying the Tender Fees on submission of the relevant certificates along with the bid documents.**
2. The Technical Evaluation comprises of two parts:
 - (a) Evaluation based on mandatory eligibility criteria
 - (b) Presentation/Demonstration.
3. The purchaser reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by the purchaser.
4. The bidders who qualified the mandatory eligibility criteria only will be called for a Presentation/demonstration.
5. The qualified bidders will be intimated in advance for Presentation.
6. Presentation will be evaluated on a total of 50 marks. And every bidder who shall score 75% marks only will be considered for financial bid opening.
7. The purpose of demonstration would be to allow the Bidder to demonstrate the product end to end in a real-time environment or selected process from the functional areas, to have a the objective assessment of the features available in the proposed product.
8. The purpose of such presentations would be to allow the bidders to present their proposed approach to the committee and the key points in their proposals. Failure to present may result in rejection of the bid.
9. During and after the presentation, HLL may seek explanations on various technical and other requirements and may also conduct a reference check for the experience credentials submitted by the Bidder. Bidder has to appropriately respond to any explanations sought by HLL within 2 (two) working days. Scoring of presentation would be done on the basis of the contents of the presentation and the response/explanations/clarifications received from the bidder. Any explanation/clarification received after the timeline of 2 (two) working days would not be considered for the purpose of scoring.

10. The Scope of the Tender is for supply of a "Commercial off-the-shelf (COTS)" with relevant customisation.
11. The Scope of demonstration and the Marking Pattern would be intimated to the technically qualified bidders before demonstration

3.19 Evaluation of Price Bid

- The committee will open the Price Bid of only those Bidders who qualify in the presentation/demonstration as mentioned above. The date, time and place for opening the Price Bids will be communicated to the eligible bidders. The Bidders may send their representatives to attend the opening if they wish. The comparison shall be of all-inclusive price, such price to include all costs as well as duties and taxes payable. Bids will be evaluated on the basis of lowest quote (L1) for Total of Price Schedule. The order shall be placed on L1 bidder. The decision of HLL arrived at, as per above will be final and no representation of any kind shall be entertained.

3.20 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.

3.21 Performance Guarantee

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

The Bidder shall furnish a Performance Guarantee in the form of irrevocable Bank Guaranty issued from any Nationalized Bank in India and having a branch at Thiruvananthapuram, within 15 days from the date of issue of Purchase Order by HLL, for an amount of Rs. 20 Lakhs (Rupees Twenty Lakhs only), valid for a period of 5 years and three months from the date of first purchase order.

3.22 HLL's Right to accept or Reject any or all Bids

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

3.23 Terms of Payment

- a. 50% on successful Go-live Phase-1 till the completion of Go-live Phase-2 for all the new licenses
- b. 30% on successful completion of Go-live Phase-2 for all new licenses issued in Go-live Phase-1
- c. 80% for all new installations thereafter
- d. 20% will be paid as 5% each for end of 2nd, 3rd, 4th and 5th year. The date of installation of the license is either completion phase of Go-live Phase-2 or actual date of installation whichever is later.

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

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

3.24 Languages of Bid

All bids and supporting documentation shall be submitted in English and should be clear, free from jargons and ambiguous words or phrases requiring interpretation. Expressions like "subject to availability", "subject to acceptance", "to be provided later" etc. shall not be accepted.

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

CHAPTER 4

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

4.1 Scope of Work

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

4.2 Project Plan

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

4.3 Design and Development

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

4.4 Online Help Facility

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

4.5 Product Upgrades

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

4.6 Acceptance Tests

- Sufficient tests shall be carried out to check the fulfillment of functional requirements as per scope
- The Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Bidder, but shall be conducted with the cooperation of HLL before Commissioning of the Solution.
- The Bidder shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Acceptance Test that HLL has notified the Bidder. Once the Bidder has made such remedies, it shall notify HLL
- Upon the successful conclusion of the Acceptance Tests, the Bidder shall notify HLL.

4.7 Go-Live

- **Go-live phase-1**

Supply, installation, customization, implementation, training, user acceptance testing and roll out in one center.

- **Go-live phase-2**

Integration / Migration of the existing software with the new software at the identified centers.

4.8 Delivery schedule

- The go-live phase 1 should be completed in 30 days from the date of issue of purchase order.
- The go-live phase 2 should be completed in 60 days from the date of issue of purchase order.
- Thereafter all installation should be completed within 7 days from the date of intimation from HLL.

4.9 Defect Liability/ warranty period

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

4.10 Ownership of Documents and Copy Rights

- All study documents, data and specification prepared by the Bidder shall be the property of HLL. As and when required or upon termination of the agreement, the aforesaid documents of all versions shall be handed over to HLL. Bidder shall take all necessary steps to ensure confidentiality in handling of all the matters pertaining to data, specifications, methods and other information developed or acquired or furnished by HLL by means of this agreement or in the performance thereof.
- Intellectual Property Rights in the base products and Standard Materials shall remain vested in the owner of such rights. HLL shall be granted non-exclusive, and paid up license to use the base products and Standard Materials, including modifications thereto for the purposes agreed herein. The Intellectual Property Right of the other elements of the Solution shall be exclusively with HLL. However HLL has rights to transfer the base product licenses to any Unit/Plant/Office of HLL.

4.11 Transfer of Ownership

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

4.12 Patent Infringement

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

4.13 Liquidated Damages for Delays

- If the bidder fails in the due performance of the contract within the time fixed by the contract or any extension thereof, bidder shall be liable to pay liquidated damages to the extent of a sum of 0.10% of the contract value per day, subject to a maximum of 10% of the contract value confirmed for installation. Once the maximum is reached, HLL may consider termination of the contract. In assessing such delays, HLL's decision is final and binding on the bidder. The penalty for late delivery will be deducted from the bill amount.
- Contract value is defined as the order value confirmed for installation

4.14 Service Level Agreement

- Selected bidder will have to sign a SLA (Service Level Agreement) with the purchaser for development, deployment, functioning of software, Onsite training for the users, updating the software, periodical backup of data etc. till the agreement valid.

4.15 Termination of Contract

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

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

4.16 Governing Law and Disputes

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

4.17 Corrupt or Fraudulent Practices

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

4.17.2 HLL will reject a proposal for award if it determines that the Bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question.

4.17.3 HLL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

4.18 Indemnity Clause

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

4.19 Force Majeure clause

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of

any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

4.20 Miscellaneous

- 4.20.1 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.
- 4.20.2 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.
- 4.20.3 The Bidder shall be entirely responsible for all taxes, duties, octroi, license fees, etc., incurred for performance of the services. If there is any reduction in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to HLL.
- 4.20.4 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.

- 4.20.5 If the selected bidder is not able to fulfill its obligations under the contract, which includes non-completion of the work, the HLL reserves the right to accomplish the work through another bidder and EMD / Security Deposit of bidder will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be borne by the selected bidder.
- 4.20.6 HLL reserves the right to annul the bidding process at any time prior to award of Contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the ground of HLL's action.
- 4.20.7 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.

Chapter 5

SPECIAL CONDITIONS OF CONTRACT

5.1 Scope of Contract

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

5.2 Project Coordination

- HLL shall appoint a Project Manager and notify the Bidder in writing the name of the Project Manager within fourteen (14) days of signing of the Contract. HLL may also from

time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Bidder without delay. The Project Manager shall have the authority to represent HLL on all day-to-day matters relating to the implementation or arising from the Contract. All notices, instructions, orders, certificates, approvals, and all other communications under the Contract shall be given by the Project Manager, except as otherwise provided for in this Contract. All notices, instructions, information, and other communications given by the Bidder to HLL under the Contract shall be given to the Project Manager, except as otherwise provided for in this Contract.

- The Project Manager may at any time delegate/revoke to any person any of the powers, functions, and authorities vested in him or her of which due notice in writing will be given. Failure of the Project Manager to reject any part of the “Solution” viz., software modules, equipment, materials, workmanship etc., or to disapprove any work or materials shall not prejudice HLL to reject such software module, Equipment, Materials, workmanship etc., or to disapprove such work or materials and to order re-supply of such software module, Equipment & Materials or to pull down, remove or break up such disapproved work at the cost of the Bidder, provided the Bidder fails to comply with the direction and requirement of HLL therefore. The decision, opinion, certificates or valuation of HLL in respect of any matter under this Clause shall be final, binding and conclusive. If the Bidder is dissatisfied by reason of any decision, opinion, direction, certificate or valuation of the Project Manager, they shall be entitled to refer the matters to HLL who shall thereupon confirm, reverse or vary such matters.
- The Bidder shall appoint the Bidder’s Representative within fourteen (14) days of the signing of the Contract and shall request HLL in writing to approve the person so appointed. The request must be accompanied by a detailed Curriculum Vitae (CV) for the nominee, as well as a description of any responsibility other than “SOLUTION” responsibilities the nominee would retain while performing the duties of the Bidder’s Representative. If HLL does not object to the appointment within fourteen (14) days, the Bidder’s Representative shall be deemed to have been approved. If HLL objects to the appointment within fourteen (14) days giving the reason therefore, then the Bidder shall

appoint a replacement within fourteen (14) days of such objection in accordance with this clause.

- The Bidder's Representative shall have the authority to represent the Bidder on all day-to-day matters relating to the "SOLUTION" or arising from the Contract for the Project. The Bidder's Representative shall give to the Project Manager all the Bidder's notices, instructions, information, and all other communications under the Contract. All notices, instructions, information, and all other communications given by HLL or the Project Manager to the Bidder under the contract shall be given to the Bidder's Representative in writing or, in its absence, its deputy, except as otherwise provided for in this contract. The Bidder shall not revoke the appointment of the Representative.
- The Bidder's Representative and staff are obliged to work closely with HLL's Project Manager and act within their own authority, and abide by directives issued by HLL that are consistent with the terms of the Contract. The Bidder's Representative is responsible for managing the activities of its personnel.
- The Bidder's Representative may, subject to the written approval of HLL (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Bidder's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy of such a notice has been delivered to HLL and the Project Manager.
- HLL by notice to the Bidder may object to any representative or person employed by the Bidder in the execution of the Contract who, in the reasonable opinion of HLL, may have behaved inappropriately, be incompetent, or be negligent. Whereupon the Bidder shall remove such person from work on the "SOLUTION".

5.3 Project Plan

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

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

5.4 Residential Accommodation

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

5.5 Transportation

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

5.6 Other Terms and Conditions

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

5.7 Profile of Teams

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

ANNEXURE-1- FORM FOR PRICE BID

Having examined the Tender Document Number HLL/CHO/RBD/IT/RFP/2017-18/2 dated 11th April 2017 and the subsequent corrigendum(s), the receipt of which is hereby acknowledged, we, the undersigned, offer supply, installation, integrate and implementation of Retail Chain Pharmacy software under the above-named Tender in full conformity with the Bidding Documents for the sum quoted in price schedule. The following is the total bid price (inclusive of all applicable Taxes) for the scope of work described in our response to your Tender Document

A Quote for the bidder's software requirement.					
	Expected number of license requirement year wise	Particulars	Value (1)	Taxes & Duties (2)	Amount (3)
	2017-18 0 to 750 licenses	Licence fee for one license in any location.			A1
	2018-19 0 to 500 licenses	Licence fee for one license in any location.			A2
	2019-20 0 to 500 licenses	Licence fee for one license in any location.			A3
	2020-21 0 to 500 licenses	Licence fee for one license in any location.			A4
	2021-22 0 to 500 licenses	Licence fee for <u>one license in any location.</u>			A5
B Quote for AMC/ASC of the Bidder's Software in case the Bidder intends to migrate the softwares at the existing centre to the Bidder software					
	Number of license to migrate	Particulars	Value	Taxes & Duties	Amount
	500	AMC per licence for 4 years in the case of migration			B1

NOTES:

1. L1 will be arrived at by calculating the Total Commercial Obligation (TCO) to HLL
2. AMC/ASC Charges as per Schedule. B of the price Bid shall be valid for 4 years after Warranty period of 12 months from the date of migration and acceptance
3. No Separate Integration/Migration costs shall be payable by HLL
4. **TCO = TCO of Sch. A + TCO of Sch. B**
TCO of Schedule. A= $750*A1+500*A2+500*A3+500*A4+500*A5$
TCO of Schedule. B= $500*B1*4$

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

For and on behalf of :

Name of the Person :

Designation : Signature

DATE:

AUTHORISED SIGNATORY

ANNEXURE-2 - DEVIATIONS /EXCLUSIONS SCHEDULE

To

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

Ref: Bid document No Dated-----

Sub: Supply, Installation, Integration and Implementation of Retail Pharmacy Chain Software

Ref: Tender No. HLL/CHO/RBD/IT/RFP/2017-18/2 dated 11th April 2017

Dear Sir,

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

Clause No.	Statement of Deviations/Exclusions and Variations.

Signature _____

Date: _____

Name _____

Designation _____

Place: _____

Common Seal _____