



एचएलएल लाइफ़केयर लिमिटेड
(भारत सरकार का उद्यम)

**REQUEST FOR PROPOSAL
FOR
WEBSITE DESIGN, DEVELOPMENT, HOSTING
AND IMPLEMENTATION OF THE RBD
VENDOR REGISTRATION PORTAL**

Corporate and Registered Office
HLL Bhavan, Poojappura,

Thiruvananthapuram- 695012
Kerala, India.
Tel: +91- 471-2354949

Website: www.lifecarehll.com
CIN: U25193KL1966GOI002621

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LETTER FOR INVITATION

Date of Issuance: **14- Feb -2019**

Ref. No.: HLL/CHO/RBD/IT/RFP/2018-19/2

To,

Dear Sir,

HLL Lifecare Limited (HLL) a Govt. of India Enterprise under the Ministry of Health and Family Welfare invites proposals from eligible bidders satisfying the eligibility criteria set out in this document to Website hosting, Design, Development, implementation and maintenance of the Retail Business Division's vendor registration Portal in Cloud Server.

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,

Associate Vice President (IT)

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 is 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

No.	Events	
1	EMD	Rs. 5,000/- through demand draft from a nationalized/scheduled bank, drawn in favour of "HLL Lifecare Limited", payable at Thiruvananthapuram.
2	Bid Validity	180 days (6 months) from the date of opening of Price Bid
3	Start of Bid Submission	On 14- Feb - 2019 at 10.00 am
4	Last Date of Submission of written queries on Bid document	The queries have to reach well in advance but not later than 19 - Feb - 2019 by 5.00pm. through email or by post/courier.
5	Pre Bid Conference	On 22 - Feb - 2019 at 2.00 pm Venue: "Akshaya Hall", HLL Lifecare Ltd, Corporate Head Office, Poojappura P.O, Thiruvananthapuram, Kerala
6	Last date for submission of Bids	01 - Mar – 2019 at 3.00 pm
7	Opening of Technical Bids	01 - Mar – 2019 at 3.30 pm
8	Date & time of opening of Price Bid	To be separately intimated to the technically qualified bidders.
9	Bid Queries & Clarifications and Bid Submission shall be addressed to	Associate Vice President (IT) HLL Lifecare Ltd, Corporate and Registered Office, HLL Bhavan, Poojappura, Thiruvananthapuram-695012, Kerala, India.

CHAPTER -1

INTRODUCTION

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 are 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 proposals from eligible bidders satisfying the eligibility criteria set out in this document for the design, development, hosting and maintenance of Retail Business Division’s vendor registration portal in the Cloud, 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, maintenance of web portal and hosting in Cloud Serves, for a period of at least five years as on the last date of bid submission. Attach an undertaking in firm’s letterhead to this effect.
- b) The bidder should have successfully executed at least five projects of similar nature in the past five years, out of which at least two projects of similar nature in a Govt. Ministry or Department /Public Sector company/Government autonomous body.
- c) Bidder should have own software development facility and should have experience in design, development and implementation of web portals as specified in 3 (a). The bidder should not subcontract any of such activities. Attach an undertaking to this effect.

- d) The bidder should have an established set up and a Development / Support Center in India.
- e) An Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five Thousand Only) in the form of a Demand Draft drawn from any Nationalized / Scheduled Bank in favor of 'HLL Lifecare Limited' payable at Thiruvananthapuram. The bidders are requested to mention the tender number, name of the bidder on the reverse of demand draft. EMD exemption is considered for MSME upon furnishing of valid UAM (Udyog Aadhar Memorandum) number and copy of relevant document along with the bid. The EMD is interest free. The EMD of the unsuccessful bidder will be returned after acceptance of purchase order by the successful bidder.
- f) The bidder should submit valid documentary proof of GST and the details of income tax registration number (PAN).
- g) 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.
- h) Bidders are not allowed to participate in this tender as a reseller, authorized vendor or as a consortium partner.

The bidder should 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 organization that participates** in the tender and submits its bid.

4.1. Submission of Bid:

The Bidding Process comprises two parts, viz.

Part I : Technical Bid (un-priced 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 (IT)
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. Project Background

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 a few names 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. The Sourcing Division of RBD has been doing the vendor selection and the procurement activities.

HLL is planning for an online secure application software for vendor registration, documents and bids submission, Selection of Manufactures / Distributers in Pharma & relevant industries. Presently these activities are done manually. We have to develop and host a web portal in the Cloud Server for vendor registration process, relevant document collection and Price Bid submission from Manufactures & the distributers in the industry.

2. Broad Scope of Project

2.1 The objective of the Portal

- a. Provide easy access to the vendor for their Vendor registration process.
- b. Provision for submission of relevant documents related to vendor registration.
- c. Verification and approval of the documents uploaded in the portal, by HLL.
- d. Automatic mail communication to the Vendor after successful registration and approval.
- e. Any time submission and resubmission of the Price Bid and its tracking.
- f. Relevant Report Generation for tracking the submitted documents
- g. Keeping the backup copies of the submitted documents for reference.

2.2 Functional Requirements

- a. Manufacturer/Distributor Registration (Basic Registration)
- b. Approval process for basic registration
- c. Documents submission by the Vendor.
- d. Approval process.
- e. Digital signature registration
- f. Price bid submission and resubmission.
- g. Report generation

In order to select the prospective manufacturer / supplier, we intend to pre - qualify / register them. Reputed manufacturers / Suppliers of Medicines, Surgical implants, instruments, lenses, frames and surgical consumables can participate in the vendor registration process.

2.3 Scope of work

Scope of the project is to digitalize the Vendor Registration and Price Bid submission Process. HLL intends to have an electronic Price Bid Submission Platform for automating supplier registration, its verification, Price bid and document submission, record keeping,

report generation etc. In order to select the prospective manufacturer / supplier, we intend to pre - qualify / register them. Reputed manufacturers / suppliers of surgical, implants, instruments, medicines, lenses, frames and surgical consumables has to participate in the vendor registration process.

The key objectives of this Platform are to achieve process efficiency, reduce processing time, achieve greater transparency, reduce cost, consistent & sustainable development and Supplier & Manufacture database development.

2.4 Detailed Scope of Work

1. URL

URL shall be a subdomain of the HLL parent web site www.lifecarehll.com. The party should procure SSL/TCL Certificates for the subdomain and its hosting.

2. Landing page

Landing page shall have following features :

- Login
- Registration
- Forgot password
- Help documents
- Updates or news any
- User/Data Privacy policy.

3. Registration Details

Manufacturer or Distributor shall have provision to register in the website

- Email ID
- Mobile Number
- Company name
- Username
- Password 1
- Password 2
- I agree terms and conditions

Once the vendor complete the basic registration, an account has to be created for him and the second registration form will appear asking for the following details. The vendor has to fill in the entire form for getting a registration id.

- Manufacturer / Distributor / Importer/ Trader (Dropdown)
- GST Registration Number(*)
- GST Class (Drop Down – Registered, Not registered, Compounding Scheme, PSU/Government organization) (*)
- PAN Number (*)
- DL No(*)
- Manufacturer license valid up to (year) (*)
- Country (Drop down) (*)
- Region (Drop Down) (*) (Multi Selection)
- District(Drop Down) (*)
- Registered Address (*)
- CIN

- District,
- State,
- Country
- PIN code or postal code
- Point of Contact information
- Name of the person
- Designation
- Mobile Number
- Official address
- Importing license / Trading License.

4. Registration intimation

Once HLL verifies the above basic information, a registration confirmation email shall be sent to the user's email id. A 'user registered' intimation email shall also be sent to the approving authority.

5. Registration Approval

The approver from HLL, can login using his user name and password. He can view the submitted information at his dashboard and do approval OR rejection with comment to the registered applicant.

6. Registration confirmation

The Registered user has to be intimated by mail, as to whether his registration is approved/rejected. A copy of the same has to be sent to the approver as well as the procurement Head. The approved mail send to the Vendor will contain registration Number (login ID) and password for further submission of the relevant documents.

7. Uploading of additional documents

Once the registration is approved, the user can submit mandatory documents required for further processing. These documents are different for a Manufacturer and a Distributer. The Vendor has to select either the Manufacturer or Distributer option(Radio Button)

If the vendor is a **Manufacturer**, provision has to be made for entering whether the vendor is supplying Medicines, Surgical Implants, Components or Others (Check Box) and they have to submit (attach) the scanned copy of the following documents;

1. Approved Registration document (Online Submitted)
2. Valid Manufacturing license –File upload
3. GST Registration certificate – File upload
4. Permanent Account Number (PAN) – File upload
5. Valid quality Certifications copy
 - a. FDA
 - b. CE
 - c. ISOMP
 - d. Any other
6. Certificate of incorporation
7. Central public sector enterprises/SSI Units registered with NSIC shall provide a copy of the certificate

8. List of Supply point (CFA) for each state with contact person's name and number along with CFA/Authorized valid drug license copy and RTGS details
 - a. State
 - b. Supply point Name
 - c. Supply point address
 - d. Contact person Name
 - e. Phone number
 - f. Email ID
 - g. Valid drug license number
 - h. Valid drug license(file upload)
 - i. Separate GST Number if any

If the vendor is a **Distributor or Marketer / Importer** for the imported items, then they have to submit following details. Provision has to be made for entering whether the vendor is supplying Medicines, Surgical Implants, Components or Others (Check Box) and they have to submit (attach) the scanned copy of the following documents:

1. Approved Registration document (Online Submitted)
2. Valid drug license number
3. Importer importing License (* only for importer)
4. Trading license (* only for trader)
5. Valid drug license(file upload)
6. GST Registration certificate(file upload)
7. Permanent Account number (File upload)
8. Valid Quality Certifications copy
 - a. FDA
 - b. CE
 - c. ISO
 - d. GMP
 - e. Any other
9. List of Supply point (CFA) for each state with contact person's name and number along with CFA/Authorized valid drug license copy and RTGS details
 - a. State
 - b. Supply point Name
 - c. Supply point address
 - d. Contact person Name
 - e. Phone number
 - f. Email ID
 - g. Valid drug license number
 - h. Valid drug license(file upload)
 - i. Separate GST Number if any

8. Intimation of submission of documents

Once the vendor attach all these documents, they can submit the application form. When the vendor submit the above details, they will get an email acknowledgement that the submission is successful. Simultaneously, the concerned HLL officer should receive an email notification of the same. The vendor should not be able to edit the details already submitted and accepted by the HLL authorities.

9. Verification of submitted documents

HLL approver should login and verify the details submitted by each vendor and can mark as checked. In case, any discrepancy is noted, HLL(the approver) should be able to mark the discrepancy with a description of the issue.

10. Intimation of discrepancy

Any discrepancy marked by the approver, the vendor will get intimation saying that his application is not approved because of the “marked” reason. At this juncture, the system should allow re-uploading and submission of the corrected document.

11. Final approval.

When the documents submitted are verified and found acceptable, the verifying person should be able to mark as “checked” and save. Now the application will be available for the final approver for acceptance.

12. Approval as Vendor

As soon as the application is approved by the final Approver, the Vendor will get an email confirmation that application has been approved and a window will be opened in his login menu for the submission of the Price bid

13. Submission of Financial Bids

The Vendor should be able to download the price bid format available in the portal and upload through the space provided. The Price bid could be uploaded any number of times and HLL should be able to keep track of all the documents.

14. Intimation on receipt of bid

The rates submitted are to be notified to the admin for further processing. An acknowledgement email shall be sent to the user.

15. Dashboard details

1. Number of applications on different stages
2. Action pending from approver or verifier
3. Backup schedules and status
4. Download Price bids
5. Generate the reports

16. Admin Configurations

- Password
- Add remove verifier, approver
- Add digital signatures for the verifier and approver
- View History of the uploads and transaction logs
- Report generation logs
- User access logs
- File version history
- Reset password for user

17. Other conditions

Deliverables

1. Software Requirement Specification Document and Design Document.
2. Prototype of the solution
3. Source code in CD/DVD
4. Testing report with security audit report
5. Onsite Training
6. User Manual

Security Features

1. Software must be certified by a CERT Empaneled agency
2. SSL/TLS Encryption required for the data layer
3. Confidential data should be encrypted with the AES or equivalent secure algorithm.
4. Confidential Information should not appear in URLs.
5. Vendors shall have a comprehensive secure development lifecycle System in place consistent with industry standard best practices,

18. System should support configurable password policies including:

- Password expiry and Password history and reuse policy

19. Audit & Inspection

- System should allow auditors to conduct audit.
- All the transaction logs should be available for audit.

20. Data archival

- The system should be able to archive data, based on user specified parameters (i.e., data range) and restore archival data when required.
- The system should support change in database and should be able to retrieve the archived data.
- Automatic backup should be maintained and audited.

21. Hosting details

- The proposed IT infrastructure should be hosted in a Tier 3 complied environment.
- The proposed IT infrastructure should be reliable and scalable enough to ensure hassle free performance of the application for a minimum of 100 concurrent users
- URL shall be a subdomain of the company website domain (lifecarehll.com)
- 99.5% Uptime required for all the services on quarterly basis

- The proposed IT infrastructure should have 24x7 Support with ticketing tool to handle all queries.
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22. The portal will be developed based on the following design features:

- Latest and modern open source web-technologies like PHP, Python, etc ,(to make portal for any type of device) shall be used for responsive design.
- Design shall be neutral to make the portal available on all devices and platforms especially on mobile devices (using mobile web-interface)
- Hosting of the solution should be carried out after the user acceptance testing and security certification are successfully completed and the same should be factored in the work (project) plan.
- After hosting, the website will be declared as “Go-Live”.

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 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 sealed by the 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.

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, labor 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. 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 in chapter 1.
- 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 Techno commercial unpriced bid should be submitted in original plus one copy. The copy of the 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 “Techno commercial unpriced bid -“Original.

Part 2 – Price bid

- a. This part shall contain the Price bid as per clause 3.15 and should be submitted in a separate envelope super scribed as Price Bid.
- 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 and 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 (IT)
HLL Lifecare Limited,
Corporate and Registered Office,
HLL Bhavan, Poojappura P.O,
Thiruvananthapuram, Kerala -695012
Phone No: – 0471-2354949.
Email: rbd_tender@lifecarehll.com**

The outer envelope must clearly indicate “HLL/CHO/RBD/IT/RFP/2018-19/2 dated **14/02/2019**; Last date for bid submission **01/03/2019; 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: -

“Implementation of RBD Vendor Registration Portal”

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. 5,000/- (Rupees Five Thousand only) along with the Technical Bid in the form of Demand Draft valid for a period of six months from any Nationalized/Scheduled 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 in 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 in Chapter 1. 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. EMD in an envelope.
- b. Profile of the Bidder and relevant experience with documentary proof in support.
- c. Project organization including CV of the team members.
- d. Methodology to be followed in execution of the project
- e. Project plan detailing phases and activities, dates and resource allocation
- f. Requisite hardware configuration including details of quantity and configuration of servers, back-up facility
- g. Training program for functional team and users
- h. Web portal Integration Tests, User Acceptance Tests etc.
- i. Post go-live support methodology
- j. Organisational structure of the Bidder & escalation mechanism for technical issues
- k. Signed copy of Tender Document (all pages including annexures, forms to be signed & stamped)
- l. List of Deviations / exclusions.
- m. 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 envelope first and then the Eligibility/ Technical Bid respectively. In case, the EMD//Eligibility/Technical bid is/ are not found in order the bid are liable for rejection
2. The Technical Evaluation:
 - (a) Technical evaluation based on mandatory eligibility criteria

3.19 Evaluation of Price Bid

The committee will open the Price Bid of only those Bidders who qualify in the technical bid eligibility criteria 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 (PBG) in the form of irrevocable Bank Guaranty issued from any Nationalized / Scheduled Bank in India and having a branch at Thiruvananthapuram, within 15 days from the date of issue of Purchase Order by HLL. The PBG will be 10% of the total project cost, 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.
- b. 40% on satisfactory working of the portal for three months.
- c. 10% after completing One year maintenance .

3.23.1 Payment of the Bills would be made on receipt of the following Documents duly certified by the authorized official of HLL.

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 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

Development, Hosting, training, user acceptance testing and roll out.

4.8 Delivery schedule

The go-live should be completed in 45 days from the date of issue of purchase order.

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.

4.12 Patent Infringement

The Bidder shall protect, indemnify and save harmless HLL, its employees, directors, customers and users of his services, 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.

4.14 Service Level Agreement

Selected bidder will have to sign a SLA (Service Level Agreement) with the purchaser for development, deployment, functioning of portal, 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 there under 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 or lockouts (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 thereof 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, license fees, etc. applicable. 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 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 Chapter 2 (Scope of work) of tender document, the Bidder's obligations involve ensure the completeness finalize design plan, supply of all necessary software, product implementation and hosting, maintenance, 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 attaininGo-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 Coordinator. The Project coordinator shall have the authority to represent HLL on all day-to-day matters relating to the implementation of the project

The Bidder's Representative and staff are obliged to work closely with HLL's Project Coordinator. The Bidder's Representative is responsible for managing the activities of its personnel.

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

No	Item	Amount	Tax	Total
1	Design, Development, Implementation, Web hosting with backup solution, Go- Live and Maintenance support for one year post Go-Live The Price quoted should include all the scope of work defined in the RFP			
2	AMC charges for Five years Total			
	AMC charges year wise for the first year.			
	AMC charges year wise for the second year.			
	AMC charges year wise for the third year.			
	AMC charges year wise for the fourth year.			
	AMC charges year wise for the fifth year.			

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 OF AUTHORISED SIGNATORY

BUSINESS ADDRESS

COMPANY

SEAL/STAMP

DATE