

Request for Proposal [RFP] Document

For providing END TO END solution for Computer Based Test (CBT) Examination
for HLL Lifecare Limited and it's Client Organizations

e-RFPRef: HLL/CHO/HR/REC/CBT/23-24



BY

HLL Lifecare Limited
(A Government of India Enterprise)

HLL Bhavan - Corporate Head Office,
Poojappura - PO | Thiruvananthapuram - 695012,
Kerala, India

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CIN: U25193KL1966GOI002621.

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24/08/2023

1. RFPs are invited from eligible, reputed and qualified IT Firms with sound technical and financial capabilities for implementation and maintenance of Computer Based System for conducting Computer Based Test (CBT) as part of the recruitment process of HLL Lifecare Limited and it's client organisations as detailed out in the Scope of Work of this RFP Document. This invitation to bid is open to all Bidders meeting the pre-qualification criteria as mentioned in this RFP Document. The details are given in the fact sheet below:

1. Fact Sheet

S. No	Particulars	Details
1	RFP ID	HLL/CHO/HR/REC/CBT/23-24
2	RFP date	25/08/2023
3	Selection Method	Order will be awarded to the Bidder with the highest score based on the QCBS Evaluation Method
4	RFP issued by	Vice President (HR)
5	Availability of RFP and RFP fees	RFP can be downloaded from www.lifecarehll.com/tender , https://etenders.gov.in/e procure/app . RFP fees of Rs.1000/- shall be paid in the form of via NEFT/ RTGS to HLL Lifecare Limited's account.
6	EMD	Earnest Money Deposit of 2,00,000/- (Two Lakh only) via NEFT/ RTGS to HLL Lifecare Limited's account
7	HLL A/c Details for payment of Tender Fees and EMD (Payment mode: NEFT/RTGS)	Name of Bank: HDFC BANK A/c number: 00630330000605 IFSC Code: HDFC0000063 Branch name: Vazhuthacaud, Thiruvananthapuram

RFP No. HLL/CHO/HR/REC/CBT/23-24

8	Performance Security	In the form of DD or Bank Guarantee in the format approved by HLL
9	Nodal Officer for correspondence and Clarification	Shri. Thomas P Abraham, Deputy Vice President (HR), HLL Lifecare Limited.
10	Last date for queries	31/08/2023
11	Pre bid conference	Not applicable
12	Issue of addendum/clarification(if any)	02/09/2023
13	Last date of bid submission	Proposals must be submitted not later than 3pm of 5/09/2023
14	Opening of Technical bid	06/09/2023 03:00pm
15	Opening of Financial bid	To be communicated later
16	Estimated maximum consideration for the services per shortlisted candidates	Not more than Rs.400/- per candidate exclusive of GST, but inclusive of all expenses whatsoever in nature.

2. Bidders may download the RFP document from the websites URL address: <http://www.lifecarehll.com/tender>, & <https://etenders.gov.in/eprocure/app> and submit their Applications online in CPP portal only.

3. Any conditional proposal shall be summarily rejected.

4. It is the responsibility of participants to go through the RFP Document to ensure furnishing all required documents as per the RFP.

5. The Bidder should mention the complete contact address with pin code, e-mail id and Mobile no. / Landline no of the authorized official.

6. **The Bids shall be submitted online only** as mentioned below:

- (i) Technical Bid (Consisting of documents fulfilling eligibility criteria & Commercial Conditions). Bidders may name the files indicating the nature of content in pdf format which would be required to be attached in e-tender.
- (ii) Financial Bid (To be filled up the as per attached excel format & attach under PRICE BID).

DO NOT'S

Bidders are requested **NOT** to submit the hard copy of the Financial/Price bid. In case the Financial/Price bid is submitted in physical form (hard copy), the tender shall be straightaway rejected. Also, uploading of the financial/price bid in commercial bid will **RESULT IN REJECTION** of the proposal.

A) Technical Bid (Un priced Tender)

All technical and its Commercial details {e.g. Eligibility Criteria, Detailed Scope of Work and Terms & Conditions} should be attached in Technical bid as pdf format, failing which the tender stands invalid & REJECTED.

B) Financial Bid:

1. Prices are to be quoted in the attached Price Bid format in xls format online on e-tender portal. **While uploading the price, the bidder has to ensure that the FILE NAME of the attached document SHOULD BE SAME as that of provided price bid format.**
2. The prices should be quoted for the accounting unit indicated in the e-tender document.

The bidder shall not submit hard copy of financial/price bid otherwise his/her tender shall be straightaway rejected. Also, uploading the financial/price bid in prequalification bid or commercial bid will result in rejection of the tender.

Note:

It is the responsibility of bidders to go through the RFP Document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of RFP and would not be considered at a later stage at any cost by HLL.

10. In case of any queries, all prospective bidders may send their queries, if any on the email id: thomaspa@lifecarehll.com. Any query received after the scheduled time may not be considered. The reply to the query will be posted in the website - www.lifecarehll.com and <https://etenders.gov.in/eprocure/app>.
11. In the event of any of the above mentioned dates being declared as a holiday in the organization, the next working day will be considered as per prescribed date & time.
12. There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. HLL reserves the right to accept or reject all/or any of the tenders in full or part without assigning any reason thereof.
13. Amendments, if any, to the tender will be published only in the website www.lifecarehll.com and / or in CPP portal.
14. RFP/TENDER shall have the same word meaning, BID/PROPOSAL shall have the same word meaning and TENDERER/ BIDDER shall have the same word meaning.
15. **SPECIFIC Instructions for e-Tender Participation:-**
 - i. Applicants should have valid Class 3 Digital Signature Certificate with encryption.

- ii. Applicants are requested to read the bidder help document on e-tender web site link before proceeding for submitting their Application.
- iii. The prospective Applicants have to register with the E-procurement system of HLL at <https://etenders.gov.in/eprocure/app>. On completion of the registration process, the Applicants will be provided user ID and password within 7 working days. In order to submit the Applications electronically Applicants are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
- iv. Applicants are requested to register for issuance of User ID and Password well in advance in order to avoid last minute rush. The process normally takes 03 days' time.
- v. Post receipt of User ID & Password, Applicants can log on for downloading & uploading tender document.
- vi. Bidder may download the RFP document from the web site www.lifecarehll.com or www.etenders.gov.in/eprocure/app.
- vii. The submission of online documents can only be done through <https://etenders.gov.in/eprocure/app>.
- viii. This RFP is published in e-mode and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>.
- ix. Applicants shall ensure that their submissions are complete in all respects and are to be submitted **online through e-procurement portal (as described above). No DEVIATION is acceptable.**
- x. A person signing (manually or digitally) the RFP form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

- xi. All the necessary documents as prescribed in the RFP document shall be prepared and scanned in different files (technical document in PDF format and financial bid in xls. as prescribed) and uploaded for on-line submission of tender/Application.
- xii. Documents should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
- xiii. The prospective Applicants may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster. The bidder should however ensure the clarity and legibility of the text.
- xiv. The Individual file size of uploading is restricted to 3 MB. Applicants may upload multiple files (Not exceeding 3 MB individually) & relevant file name indicating the contents.

Vice President (HR)
HLL Lifecare Ltd.
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2. Request for Proposal

RFPs are invited from eligible, reputed and qualified IT Firms with sound technical and financial capabilities for implementation and maintenance of Computer Based System for conducting Computer Based Test (CBT) as part of the recruitment process of HLL Lifecare Limited and its client organisations as detailed out in the Scope of Work of this RFP Document. This invitation to bid is open to all Bidders meeting the pre-qualification criteria as mentioned in this RFP Document.

2.1. Background Information

Basic Information

- a) HLL Lifecare Limited invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Companies / Agencies (“Bidders”) for selection of “Service Provider”.
- b) Proposals must be received not later than the time, date in the Fact Sheet.
- c) Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

2.2. Project Background

HLL Lifecare Limited (HLL) intends to implement a Computer Based Testing (CBT) system as part of the recruitment process for HLL and its client organisations. The system shall be an end to end solution comprises of three broad phases.

- Pre- Computer Based Examination Phase
- Computer Based Examination Phase
- Post Computer Based Examination Phase

2.3. Key Information

HLL Lifecare Limited, widely known as HLL, is a 57-year old global organisation offering healthcare products and services, headquartered in Thiruvananthapuram, South India. With a wide spectrum of activities, HLL touches the lives of millions across the world, thereby realizing its motto of ‘Innovating for Healthy Generations’.

HLL, a Public Sector Enterprise under the Ministry of Health & Family Welfare, Government of India, operates as a group of six entities and comprises eight state-of-the-art manufacturing facilities, a distribution network spanning nearly 87 countries, and maintains 22 regional offices spread across India. The company manufactures an extensive range of contraceptive products and other hospital

products including blood collection bags, sutures, hospital devices and equipment, pharma products, diagnostic kits, women healthcare products, sanitary napkins and vending machines, among others.

In addition to its diverse product range, HLL also offers a wide range of healthcare services that have a positive impact on millions of people. These services include diagnostic and imaging networks, infrastructure development, procurement consultancy, pharma retailing and projects & services among others.

Besides establishing its credentials as a dependable supplier of contraceptives and healthcare products, HLL is the preferred implementation partner for projects in the areas of medical diagnostics and generic drugs. HLL is a major supplier to major International Procurement Agencies like United Nations Population Agencies like United Nations Population Fund (UNFPA), Population Services International (PSI), International Dispensary Association (IDA), Mission Pharma, IMRES, MSF etc. and several overseas ministerial procurement programmes. During the time of COVID pandemic, HLL was the nodal agency of Govt. of India for the procurement and distribution of emergency medical supplies on a pan India.

HLL Lifecare Limited intends to include Computer Based Testing (CBT) as part of the recruitment process for HLL and it's client organizations

- Total number of candidate to be assessed in CBT will be approximately 1 Lakh
- Tentative duration of key processes – Provided in Annexure A
- Number of shifts per day – 2 shifts

3. Scope of Work

This Scope of Work has been divided into following three broad phases

- Pre- Examination Phase
- Examination Phase
- Post Examination Phase

Note – Following shall be made available by HLL Lifecare Limited:

- Question Paper/s for the conduct of Examination.
- Rules for merit/rank list generation

Pre Examination Phase

- The Bidder should design the application for candidates to register themselves for the Computer Based Examination and make online payment of exam fees.
- The Bidder should make provisions for admit card download. The candidate should be able to download and take a printout of the successfully filled applications.
- The Bidder is expected to draw the examination plan and design the examination processes as follows:

- Complete Security management processes
 - Physical Security
 - Information Security
 - Server Security
 - Network Security
- Candidate handling process
 - Mapping of candidates details with Exam Centers
 - Validation and verification of identity
 - Frisking of candidates using handheld metal detectors (HHMD)
 - Attendance and biometric (photograph and thumb impression) handling
 - Machine/seat allocation and handling of security parameters
 - Bulk/individualized SMS
 - Bulk/individualized emails
 - Customer care number for responding to queries
- The Bidder shall prepare and provide Standard Operating Procedure (SOP) for all processes for safe and secure conduct of examination along with rules for contingency and exception handling/emergency procedures.
- The Bidder shall provide specifications for Hardware and Software required at all stages of the examination.
 - Application management and generation of Admit cards
 - Exam Centers
 - Devices and systems to be used for authentication and audit trail mechanisms required for Examination.
- The Bidder shall provide consulting, training and manpower support to handle the entire Examination. The required Hardware, Software, networking including Internet (leased line) shall be installed by the Bidder on lease/rent basis, whose cost would be covered under the commercial bid.
- The bidder will manage examination question paper provided by HLL with various difficulty levels securely. Complete security of the question papers created by HLL when transferred to the bidder will be with the bidder.
 - Number of Question Papers – 10 approx.
 - Number of Questions in a Question Paper - 100
 - Language of the Question Paper – English and Hindi
 - Type of Questions - MCQ
- Suitable instructions for answering questions during online test should be provided before start of the examination
- The Bidder shall securely transmit, download, install and implement Question Papers to the examination centers.
- The Bidders shall identify required Exam Centers in the major cities of across India ensuring that 5% of the systems are available as backup per shift i.e. if 100 systems are going to be used, the center shall have 105 systems available per shift.
- The Bidders shall ensure that all Exam Centers have the prescribed Hardware, Software, Internet and LAN connectivity for conducting Examination.

- The Bidder shall ensure that UPS facilities and Generator facility are available at each Exam Centre for un-interrupted power supply.
- The Bidder shall carry periodic audit at Exam Centers for
 - Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Key Boards etc.
 - Software - Screen resolution, bandwidth for internet and LAN connectivity, Browser.
 - Working condition of UPS and Generator.
- The Bidder shall ensure suitable drinking water and separate toilet facilities for both Boys and Girls at each examination center.
- The Bidder shall provide a facility to candidates for static mock link for mock test within a fortnight of signing the contract. The same facility should also be available online to be run through web server. The mock test should be a replica of the examination software.
- The Bidder shall provide help to candidates through a call center (telephone/email) ensuring service quality on a 9x6 basis.
- The Bidder shall host and manage the examination process through intranet based solution at Exam Centers.
- The Bidder shall ensure checking of original documents and admit card of the candidates at the examination gate.
- The Bidder shall ensure availability of proper security/ frisking at the examination centers. Separate frisking facilities for female candidates. Only female staff will frisk the female candidates. Frisking must be done by hand held metal detectors (HHMD).
- The selected bidder shall ensure complete biometric registration process of the candidates (digital photo, finger print etc.) and allow candidates to appear for exam at Examination Centre through randomly allotted seat/machine. The biometrics taken at this stage shall be used later for authentication purposes during the document verification and joining of selected/shortlisted candidates.
- Individual password shall be given to each candidate by the Bidder at the examination center after the biometric registration process.
- The Bidder shall ensure that the Signature of the candidate is taken in the attendance sheet and Verification of the signature in attendance sheet is done vis-à-vis the signature in the admit card
- The Bidders shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for exam at Exam Centers.
- All pre-examination phase processes shall be carried out by the Bidder in consultation with HLL Lifecare Limited.

3.1. Examination Phase

- The Bidder shall provide adequately trained manpower as per the ratio mentioned below:

Each Exam Centre should have the following minimum number of personnel, as described below, to be deployed by the Bidder;

- i. Exam Centre Administrator – 1
- ii. IT Manager –1 per 250 nodes (minimum 1 per center)
- iii. Invigilators - 1 per 30nodes

- iv. Support Staff - Minimum 1 per 100 students (Suitability need to be justified with centers) and locations
- v. Security Guards - Minimum 1 per 100 students (Suitability need to be justified with centers)

The above staff should be increased proportionately on the basis of size of the center in terms of nodes for exam.

- The Examination shall be computer based with the questions being provided onscreen on a random basis with multiple choice answers, without any manual intervention.
- Sufficient time of 10 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.
- Computer based exam software should support standard features such as automatic calculation of test score, negative marking, time left, flag questions for review, navigation to unanswered questions and prompt for submission.

Minimum Candidate System Pre-requisites

Screen Resolution	1024 X 768
Operating System	Windows 7 Professional or higher or any other OS for conducting computer based examination.
Browser	Internet Explorer 7.0 or above as supported by above Operating Systems
Browser settings	Java Script enabled Pop-up blocker disabled Under 'Settings' of 'Temporary Internet Files', set 'Check for newer versions of stored pages' to 'Every visit to the page' Proxy disabled (Direct Internet) USB disabled, Keyboard disabled during exam after login

Minimum Examination Centre Server Prerequisites

Processor	CPU Speed: 1.5 GHz or above.
RAM	16 GB or higher
Screen resolution	1024 X 768
Operating system	Compatible for candidates systems as clients, must meet the performance criteria
Performance Criteria	Must support at least 100 clients without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp for audit purposes.

	<p>Response time for question/page loading must be less than 5 seconds.</p> <p>All responses to be acted upon in real time.</p>
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Required number of servers for a center must be provided by the Bidder for assured performance. Additional equivalent and suitable servers for backup will need to be provided by the Bidder.

- The Bidder shall arrange/provide adequate displays and required instructions/ information to the candidates appearing for test at Examination Centers.
- While exam will be conducted on local LAN, data of test progress should be transferred to central server every 5 minutes for monitoring purposes. Bidder should provide reports to HLL Lifecare Limited to view the test progress.
- The Bidder shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
- The Bidder shall obtain candidate's feedback through online Feedback Form, after the examination is over.
- The Bidder shall provide stationary such as blank paper sheet/to the candidates as per requirement.
- The Bidder shall have a contingency plan for Student management/Shifting in case of any emergency.
- Bidder should have capabilities of CCTV surveillance system to monitor and capture the activity of candidates /centers. All the exam halls should have CCTV surveillance cameras installed in a way that activities each candidate is captured. CCTV camera feeds should be stored locally.
- CCTV camera should record Exam Center activities from 30 minute before to 30 minutes after the examination. The bidder will be required to handover the CCTV camera feeds to HLL Lifecare Limited for all the Computer Based Exam within 20 days after the examination with proper sealing.
- The Bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the Bidder in specified center of HLL Lifecare Limited. The data should be real time data generated from each Exam Centre during the examination.
- At the end of the exam, transfer/export of candidate response and audit trails shall be done by the Bidder on secured channel from local server to Central server of the Bidder within 4 Hour from each exam center. Other data such as attendance sheet, finger print, seating plan etc. (if any) should be sent to HLL Lifecare Limited within 5 days of conclusion of each exam shift.

3.2. Post Examination Phase

- The Bidder shall calculate marks obtained by each candidate as per requirement of the HLL Lifecare Limited.
- The candidate's responses, biometric, audit rails should be uploaded automatically from the local server to Bidder's data center in a secured manner. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the exam server.

- The Bidder should be able to hand over the raw responses/data to HLL Lifecare Limited immediately (same day) after the candidate's response upload from local exam server. The software should have capability to take the answer key post examination.
- The bidder shall upload the answer key of all the series of question papers for candidates' responses for three days from the last day last sitting of the examination of the respective posts.
- The candidates are at liberty to lodge their complaint in the designated website, if any, with regard to their examination result and the Service provider will dispose of all the complaints received through website.
- The bidder will keep the portal open for 3 days after the examination to receive representation of the candidates in respect of the answer keys. After receipt of the representation of the candidates, the bidder will upload the final answer key within 5 days.
- The Bidder shall calculate marks obtained by each candidate as per requirement of the HLL Lifecare Limited.
- The Bidder shall ensure Generation of Merit list based on the rules/validation shared by HLL Lifecare Limited.
- The Bidder shall provide documented inputs and support for handling
 - Candidates' queries
 - RTI queries
 - Court Cases
- The bidder should support biometric verification of shortlisted/selected candidates during joining formalities. The bidder should be able to utilize the candidate biometric data captured at the test center before examination, for biometric verification purpose as part of the joining formalities of selected/shortlisted candidates.

Note:

1. The Bidder will have to carry/ demonstrate complete System Test Run (STR) with test data to HLL Lifecare Limited before implementation of the software. The Bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
- **Test Data Archiving:** The Bidder shall archive the examination data (excluding CCTV footage) for future references after specified time, as per requirement of HLL Lifecare Limited. CCTV footage will be handed over to the client within 20 days once assessment is over and this need not be retained by the Bidder. Remaining examination related data like answers, results, logs etc. will be retained by Bidder as long as contract is valid.
 - **MIS generation/ customized reports:** The Bidder shall provide adequate information to the Recruitment section as per the requirement of HLL Lifecare Limited.

4. Essential Technical Pre-requisite

4.1. Organizational Level

- 1) The bidder should be a company/ firm registered (minimum 10 years old) in India. The registered bidder should be operating in India for a minimum of 5 years with an objective of offering relevant Computer Based Examination Services that are the subject matter of this RFP.
- 2) The bidder should participate as a single entity, no consortium or group companies will be allowed.
- 3) The bidder shall be a single point of contact with HLL Lifecare Limited and shall be solely responsible for the execution and delivery of the work. The Bidder will provide examination delivery software.
- 4) The average annual turnover of the bidder should be minimum Rs.100crores during last 3 consecutive financial years. The turnover should be of the bidder and not of the group companies or consortium. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concerns etc. for 2020-21, 2021–22 and 2022-23.
- 5) The bidder's Average Annual Turnover during last three financial years should be Rs50crores or more in India from Computer Based Examination (Attach documentary evidence such as audited Balance Sheet etc.).
- 6) The bidder should not have incurred any loss during last three years up to financial year ending 31 March 2023. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited for the last three financial years.
- 7) The Bidder should be registered with appropriate tax authorities such as Income Tax, GST and should submit valid certificates of registration with these authorities.
- 8) The bidder must have successfully executed 5 similar projects (conduct of CBT) in all India basis, out of which at least one project should be Conduct of Computer based Examination with capability of 75,000 or more candidates appeared in single shift during the last five years. The documentary evidence in form of work order/contract and performance report must be enclosed on the client's letterhead. (Bidder's past achievement in this regard shall be considered for technical evaluation)
- 9) Any experience as a consortium partner will not be considered.
- 10) The bidder/ group companies must have their own/outsourced primary data center with DR site infrastructure for data Security. Both the Data Centers should be located in India in different seismic zones. The data center must be Tier III and ISO certified. Data Center should be certified as per the Government of India Guidelines. The infrastructure of the bidder must be Cert – in certified as per Govt. of India guidelines. Declaration with the details of data center to be submitted by the bidder.
- 11) The bidder must be able to conduct computer based examination in multidisciplinary / multiple subjects as well.
- 12) The bidder must have authorized and globally accepted certifications i.e. ISO-27001, ISO 20000, ISO 9001 and CMMi Level 5 for Software Development & Services. Relevant certificate to be submitted.
- 13) The Bidder should have infrastructure in all the major cities across India with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.
- 14) The contract shall be on "End to End outsource basis" and the bidder should have all relevant facilities and logistics available to execute the work. Declaration for the same to be submitted.

- 15) The bidder must show and submit suitable emergency management plan during any crisis situations/ redundancy of servers, switches, nodes additional center locations, students' data. Supporting document for the same to be submitted.
- 16) The bidder should not have been under blacklisting by central / state government departments / undertakings as of the bid submission date.
- 17) *The Integrity pact (annexed asFORMAT-2) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.***
- 18) *Bidders should submit a Declaration (annexed asFORMAT-1) Bids submitted without signing the declaration in the required format will be ab- initio rejected without assigning any reason.***

4.1.1 Preference to Make in India: As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017 (last revised on 16.09.2020 with subsequent revisions, if any); HLL reserves the right to give preference to the local supplier. A local supplier (definition of 'local supplier' is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their proposal failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017:

- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The DIPP has notified a Public Procurement (Preference to Make in India) Order, 2017 vide Order no P-45021/2/2017-B.E-II dated 15th June 2017. The procurement policy for Micro & Small Enterprises 2012 has been notified under MSMED Act, 2006. The orders mandate that purchase preference shall be given to local suppliers and MSEs in all procurement undertaken by procuring entities. General principles as per above orders and criteria fixed by MoHFW shall be followed for various scenarios for award of contract. Accordingly, the criteria of award of contract will be as under:

- a) In procurement of goods where there is sufficient local capacity and local competition and where the estimated value of procurement is Rs.50 lakhs or less, only local suppliers shall be eligible.
- b) If the estimated value of procurement of goods is more than Rs.50 lakhs and which are divisible in nature, the following procedure would apply:
 - I. In case L1 firm is a local supplier:
 - i) The L1 bidder will be awarded full quantity or 80% quantity in case MSEs quotes are within margin of price preference and also accepts L-1 prices.
 - ii) MSME bidders falling under the margin of purchase preference would be awarded upto 20% of the tendered quantity subject to matching the L-1 rate.

- II. In case L1 firm is not a local supplier:
 - i) 50% of the tender quantity shall be awarded to L1 bidder. Thereafter, the lowest bidder among the local suppliers, will be awarded remaining 50% quantity subject to the local supplier's quoted prices falling within margin of price preference and match the L1 price. In case such lowest eligible local supplier fail to match the L-1 price or accept less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly.
 - ii) The MSME bidders falling under Purchase Preference would be awarded 20% of the tendered quantity subject to matching the L-1 price.
- (c) If the estimated value of procurement of goods is more than Rs.50 lakhs and which are not divisible, the following procedure would apply:
 - i). Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a local supplier, the contract will be awarded to L-1.
 - ii). If L-1 is not from local supplier, the lowest bidder among the local suppliers, will be invited to match the L-1 price subject to local supplier's quoted prices falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L-1 price.
 - iii). In case such lowest eligible local supplier fails to match the L-1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L-1 price then the contract may be awarded to L-1 bidder.

Minimum Local Content: A supplier shall be considered as local supplier provided the minimum local content of the offered item is 50%.

Margin of Purchase Preference: The margin of purchase preference shall be 20%.

Manufacture under license/technology collaboration agreements with phased indigenization are exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content

Verification of local content

- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall require to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating the procuring entity.

- d. A constituted committee with internal and external experts will examine for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
- e. A fees of Rs.10000/- in the form of NEFT/RTGS favouring HLL Lifecare Limited, payable at Thiruvananthapuram, is required to be deposited with complaints for verification of local content.
- f. False declarations will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A bidder who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

4.2. Assessment Platform Level

- 1) The proposed software must be in-house developed by the bidder and the bidder must own the complete source code of the software being used for conducting the Computer based exam. Bidders having CMMI certificate in Development will be given preference.
 - a) The bidder should have all the necessary components and dependency of source code of computer based examination system in place so that any change required in any of the components of the software can be undertaken by their in-house technical team. Required skills should be made available to make necessary configuration changes. The major/minor configuration changes in software requested by HLL Lifecare Limited must be met immediately. The bidder should have at least regular 300 or more technical employees employed in-house in India for Conduct of exam, development of software, maintenance of software, networking and data security. The proof of ESI/PF registration or self-declaration on Rs.100 stamp paper duly notarized shall be submitted.
 - b) Different versions of Software code should be managed appropriately in a standard version control system within the organization.
 - c) Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster.
 - d) The bidder should own the test cases and regression testing code to produce, to prove that they have done necessary testing of the software to scale up to conduct large scale assessments. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
 - e) The bidder should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries and the infrastructure must be carried out. Results of such

security tests should be made available for each major release of the system used to conduct the exam.

- f) The bidder should have in-house quality assurance group and a strong quality management system to do quality check of the software.
- g) Proper security provision for source codes shall be maintained.
- 2) The proposed software should be Govt. of India compliant CERT-IN certified for IT security.
- 3) The bidder must use 256 bit encryption for Question paper transfer.
- 4) The bidder should be able to support the entire solution (across INDIA) and response in a reasonable timeframe.
- 5) The system should support question randomization with option shuffling ensuring that no two question papers are alike.
- 6) At any time before the submission of bids, HLL Lifecare Limited may amend the RFP by issuing an addendum in writing or by standard electronic means. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended if required by The Corporate HR Department of HLL Lifecare Limited. HLL Lifecare Limited has right to cancel or modify the RFP.
- 7) Even though bidders may satisfy the above requirements, they may be disqualified if they have:
 - a) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
 - b) If confidential inquiry reveals facts contrary to the information provided by the bidder.
 - c) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

5. Scoring Model

Sr. No.	Criteria	Score
1.1	Bidder's profile	10
1.1.1	Bidder's Organizational Legal Structure	5
	Partnership /Proprietary	1
	Private Limited	3
	Public Limited Company	5
1.1.2	Overall regular staff strength (Project Management/ Development/ Quality Assurance /Implementation/ Operations)	5
	=300	1
	>300 - 500	3
	>500	5
1.2	Bidder's Certification	20
1.2.1	CMMi level Development	10
	CMMi level 5 Development	10
	CMMi level Service	10
1.2.2	CMMi level 5 Service	10
1.3	Bidder's Financial Capability	15
1.3.1	Average annual turnover for the period 2020-21, 2021–22 and 2022-23	15
	More than 100 CR and Less than 200 Crore INR	5
	More than 200 CR and Less than 300Crore INR	10
	More than 300Crore INR	15
1.4	Bidder's experience in CBT	10
1.4.1	Maximum no of candidates appeared in computer based examination in single shift completed in India in last five financial years (as on date of bid submission)	10
	75,000 –1,00,000 Candidates	5
	>1,00,000 Candidate	10
1.5	Bidder's infrastructure capability	25
1.5.1	Owned/ hired Node (available 24X7 with minimum 150 nodes in each canter) Capability across India (Proof to be submitted)	10
	<=50,000	2
	50,001 – 1,00,000	5
	>1,00,000	10
1.5.2	Primary Data Center with Secondary DC site to be managed by the bidder for data Security	15
	1. Tier III DC infrastructure with Secondary DC outsourced by the bidder with Cert-in Certified infrastructure	5
	2. Tier III DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure	10
	3. Tier IV DC infrastructure with Secondary DC owned/ hired by the bidder with Cert-in Certified infrastructure	15
1.6	Bidder's Presentation and Demonstration	20
1.6.1	Presentation and Demonstration	20

6. Evaluation of Bids

6.1. Technical Evaluation

- 1 Detailed technical evaluation shall be carried out along with other conditions in the RFP document to determine the substantial responsiveness of each RFP. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the RFP without any material deviation.
- 2 The evaluation committee shall call the responsive bidder(s) who comply with all terms and conditions of the RFP for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their technology is best suited for HLL Lifecare Limited. In case any bidder failed to demonstrate/ present on the schedule date given by HLL, then the mark will be recorded as 'Zero'..

6.2. Financial Evaluation

The Financial Bid of those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.

The Financial Bids shall be opened online in the presence of representatives of technically eligible Bidders, who may like to be present

6.3. Evaluation and Comparison of Bids

70 % weightage will be awarded for Technical Evaluation (as per Sl.No.5 scoring model) and 30 % weightage will be awarded for Financial Evaluation

Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in the previous section.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

In case more than one bidder has obtained same marks then, HLL will call for negotiation with all the lowest parties and will award the contract to the lowest quoted bidder subsequent to negotiation.

6.4. Final Evaluation Criteria - Quality and Cost based selection (QCBS)

The individual Bidder's commercial scores (CS) are normalized as per the formula below:

$F_n = F_{min}/F_b * 100$ (rounded off to 2 decimal places) Where,

F_n = Normalized commercial score for the Bidder under consideration

Fb= Absolute financial quote for the Bidder under consideration

Fmin= Minimum absolute financial quote (Lowest quote – L1)

Composite Score (S) = Ts * 0.70 + Fn * 0.30

The Bidder with the highest Composite Score(S) would be awarded the contract.

7. Important Instructions

1. The Bidder should follow defined Software Change Management processes to manage changes in the software. Such a process would include Change Request Management, Impact Analysis, Change Approval, Change Implementation, Version Control, Version labelling, Testing, OA Certification and Deployment into production.
2. The Bidder must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.
3. The Bidder should have an in-house quality assurance and product testing team with a robust quality management processes that are followed to test and certify the system used to conduct the exam. The bidder should maintain documented test cases and maintain evidence of successful test execution covering all test cases. Rigorous testing must be done for major as well as minor and patch releases.
4. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
5. The Bidder should design a high-performance system and conduct performance tests to verify successful achievement of high concurrency, fast response time, and long-stress duration required of the system used to conduct the exam. Results of such performance tests should be made available for each major release of the system used to conduct the exam.
6. The Bidder should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries, and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
7. Suitable emergency management plans towards any crisis situations/redundancy of servers, nodes additional center locations, students' data etc. should be maintained by the Bidder.
8. The Bidder should be able to support the entire solution (across INDIA) on a 24 x 7 basis with a maximum response time of 3 hours.
9. At any time before the submission of bids, HLL Lifecare Limited may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be posted on the portal and will be binding on them.

8. General Information

The RFP is a "Two Bid" document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD). The financial bid should contain only commercials. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.

All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However the bidders are cautioned that not giving complete information called for in the RFP forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified. RFPs made by fax, email or in any other mode other than specified in this RFP will not be entertained.

The Responses should be typewritten and without any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the RFP document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head on the mode as specified in this RFP.

The bidder should enclose bid security (EMD) of HLL Lifecare Limited in form of NEFT/RTGS in a favor of HLL Lifecare Limited. The RFPs without EMD shall be summarily rejected, if not exempted under MSE or DPPIT approved Startup. The bidders who are currently registered and, also, will continue to remain registered during the RFP validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the bidder falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).

- a) The MSE's Bidder to note and ensure that nature of services mentioned in MSE's certificate matches with the nature of the services to be offered as per RFP.
- b) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause

The earnest money shall be furnished in the form of NEFT/RTGS in favour of HLL Lifecare Limited payable at Thiruvananthapuram from any of the commercial bank or to be paid via NEFT/ RTGS to HLL Lifecare Limited's account

Unsuccessful bidders' earnest money will be returned to them without any interest, after expiry of the RFP validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that bidder.

Earnest Money is required to protect the HLL against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

The successful bidder shall be required to deposit performance security in form of bank guarantee valid for 15 months, equal to three percent (3%) of contract value within 10 days from the date of the award of the work. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit.

Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. HLL Lifecare Limited may also independently seek information regarding the performance from the clients.

Even though bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or not able to understand the scope of work etc.

Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.

The RFP document has to be downloaded from HLL Lifecare Limited web site (Website) and submitted along with a fee of Rs1,000 in the form of demand draft/NEFT/RTGS in favor of HLL Lifecare Limited. There is no exemption from payment of RFP document fees and RFPs without requisite fees shall not be accepted unless exempted as per the provisions mentioned in this RFP.

All disputes arising shall be subject to the jurisdiction of appropriate court of Thiruvananthapuram alone and shall be governed by the law of India. HLL Lifecare Limited reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of HLL Lifecare Limited shall be final. Initially the contract will be for One years and may be further extended on mutually agreed terms and conditions depending upon successful completion of the job and performance review.

The payment shall be in Indian Rupees and shall be paid only after successful completion of work. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over runs etc. Consortium or Joint venture or multiple bids are not allowed. Any such bids will be rejected.

Any disputes arising out of this RFP will be subject to the courts in Thiruvananthapuram only

- Even though bidders may satisfy the above requirements, they may be disqualified, if misleading or false representation of facts are made or deliberately suppressed in the information provided in the forms, statements and enclosures of this document.
- If they have a record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- If confidential inquiry reveals facts contrary to the information provided by the bidder.
- If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

In such cases, HLL Lifecare Limited has the right to reject the bid.

The technical bid shall consist of –

- Technical information as desired in prescribed format.
- The financial information as per Annexure –I
- The details of experience of similar works as per Annexure – II
- Organizational Structure and information as per Annexure III
- Technical and Administrative manpower available for this work as per Annexure IV
- Physical Infrastructure such as availability of Exam Centers, technology, hardware, software etc. as desired and scope of work under Section 3.
- FORMAT-01 DECLARATION
- FORMAT-02 INTEGRITY PACT
- EMD and Tender fee submitted details

9. Appointment of Successful Bidder

9.1. Award Criteria

HLL Lifecare Limited will award the Contract to the successful bidder whose proposal has been determined as the most responsive bid as per the process outlined in this RFP.

9.2. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

HLL Lifecare Limited reserves the right to accept or reject any proposal, and to annul the RFP processing / Public procurement process and reject all proposals at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for HLL Lifecare Limited action.

9.3. Notification of Award

Prior to the expiration of the validity period, HLL Lifecare Limited will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the RFP processing / public procurement process has not been completed within the stipulated period, HLL Lifecare Limited may request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Bank Guarantee, HLL Lifecare Limited will notify each unsuccessful bidder

and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract.

9.4. Performance Guarantee

HLL Lifecare Limited will require the selected bidder to provide an irrevocable, unconditional Performance Guarantee / Security in the form of Bank Guarantee / DD within 10 days from signing the Agreement on mutual terms and condition, for a value equivalent to 3% of the contract value. The Performance Guarantee should be initially valid for a period of 15 months from the date of Award of contract. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, HLL Lifecare Limited at its discretion may cancel the order placed on the selected bidder without giving any notice at the risk and cost of the selected bidder. HLL Lifecare Limited shall invoke the performance guarantee in case the selected Service provider fails to discharge their contractual obligations during the period or HLL Lifecare Limited incurs any loss due to Service providers negligence in carrying out the project implementation as per the agreed terms & conditions.

The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

Bank Guarantee shall be issued by a Scheduled bank in India, in the format approved by HLL in favour of the HLL.

In the event of any failure /default of the supplier with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited. HLL will do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

In the event of any amendment issued to the contract, the supplier shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

Subject to above, the HLL will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations & after receipt of all documents required by HLL.

9.5. Signing of Contract

After HLL Lifecare Limited notifies the successful bidder that its proposal has been accepted, HLL Lifecare Limited shall enter into a contract, incorporating all clauses, clarifications and the proposal of the bidder between HLL Lifecare Limited and the successful bidder with mutually agreed terms and conditions.

9.6. Penalty Clause / Liquidated Damage

The bidder shall re-conduct assessment at no additional cost to HLL Lifecare Limited if Deficiency in Services (failure to conduct and complete the assessment on the scheduled date due to any technical issues such as network issues, server issues, and power issues) are for reasons solely and entirely attributable to the bidder.

If not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons attributable to the bidder, a penalty @ 1.0% of the bid value, per day (subjected to maximum 10%) may be imposed. If the delay adversely affects or issues occurred in conduct of examination the security deposit will be forfeited and other legal action would be initiated. If the service providing agency does not provide the required numbers of invigilators or CCTV's in labs as well as other facilities mentioned in the tender document at Centre/s, the penalty will be imposed.

9.7. Time Frame

The successful bidder would be required to make the system up and operational within a period of 5 Days from the date of signing of Contract and to be completed as mentioned in the Notification of Award / contract

9.8. Information security and data privacy

The successful bidder will be responsible for providing secure systems. The successful bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices.

The Service Provider shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire system. The Service Provider shall have to maintain strict privacy and confidentiality of all the data it gets access to.

9.9. Payment Schedules

The payment to the service provider shall be made in Indian rupees and shall be paid only after the successful completion of the entire work as per the schedule, without any errors, subject to recovery, if any. No advance payment shall be made.

9.10. Fraudulent and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, HLL Lifecare Limited shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, HLL Lifecare Limited

shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

_ "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of HLL Lifecare Limited who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of HLL Lifecare Limited, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of HLL Lifecare Limited in relation to any matter concerning the Project;

_ "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

_ "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;

_ "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by HLL Lifecare Limited with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

_ "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

9.11. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or HLL Lifecare Limited as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or HLL Lifecare Limited shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract. However, HLL Lifecare Limited shall make payment for all the services rendered by the bidder till such date of termination of contract.

9.12. Proprietary Rights

All rights, title and interests in HLL Lifecare Limited Data shall always remain with HLL Lifecare Limited.

9.13. Confidential Information

The Service provider acknowledges and agrees to maintain the confidentiality of Confidential Information / data provided by the HLL or its Client or obtained during the contract, relating to the services, agreement or the HLL's or its Client business or operations. The Service provider shall not disclose or disseminate the HLL's / its client's Confidential Information/data to any person other than those employees, agents, contractors, subcontractors and licensees of the Service provider , or its affiliates, who have a need to know it in order to assist the Service provider in performing its obligations, or to permit the Service provider to exercise its rights under this Contract. In addition, the Service provider (i) shall take all such steps to prevent unauthorized access to the HLL / its Client 's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the HLL / its Client 's Confidential Information / data, or authorize other persons or entities to use the HLL / its Client 's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the HLL / its Client 's Confidential Information, to execute confidentiality or non-disclosure Contracts containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Service provider free of any restriction at the time it is obtained from the HLL / its Client , (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Service provider or any third party; (d) is independently developed by the Service provider without reference to or use of any Confidential Information of the HLL / its Client ; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the HLL / its Client 's written request at any time, or following the completion or termination of this Contract, the Service provider shall promptly return to the 's, or destroy, all Confidential Information of

the HLL / its Client provided under or in connection with this Contract, including all copies, portions and summaries thereof.

The successful bidder is required to sign a non-disclosure agreement at the time of signing a contract with HLL in the format approved by HLL.

9.14. Termination for Material Breach.

HLL may terminate this Contract immediately by a written notice to the Service Provider (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the Service provider or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.

9.15. Subcontract:

Bidder shall not have the right to subcontract any part of the Services under this Contract without prior written approval from HLL.

9.16. Governing Law and Dispute Resolution.

This Contract shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Contract or breach thereof, shall be settled amicably.

9.17. Venue Allocation:

Bidder shall submit list of exam venues based on the cities wherein HLL Lifecare Limited wants to schedule the examination. HLL Lifecare Limited shall select the venues from the list of venues submitted by Bidder. Bidder shall further allocate Candidates to the venues selected by the HLL Lifecare Limited.

- 9.18.** Any Bidder(s) from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder(s) is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of the GFR, 2017 and any amendments issued thereafter) inclusive of the latest amendments issued by Ministry of Finance, GOI. The Bidder(s) must comply with all provisions mentioned in this order

ANNEXURE-A

CBT Plan covering the key processes/ activities with timeline

<i>Sl.No.</i>	<i>Process/Activity</i>	<i>Duration in Days</i>
1	Development of Online application module / application design and development of online Payment Gateway	14
2	Online application module to be live for candidates	21
3	Screening of online applications	10
4	Generation / Issuance of Admit Card by/to shortlisted candidates	14
5	Examination Venue Audit	5
6	Conduct of CBT	7
7	Evaluation of Answer responses of candidates and Preparation of Merit List	7
8	Publication of results / Merit list	1

ANNEXURE- I

FINANCIAL INFORMATION

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 3 (three) years and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

S.No.	Details	(1) 2019-20	(2) 2020-21	(3) 2021-22
i)	Gross annual turnover similar works.			
ii)	Profit/Loss			
iii)	Financial Position: <ul style="list-style-type: none">• Cash• Current Assets• Current Liabilities• Working Capital (b-c)• Current Ratio: Current Assets/Current Liabilities (b/c)			

- Up to date IT return acknowledgement.

Note: Attach additional sheets, if necessary. Copies of Annual Reports to be attached.

(Signature of Bidder)

ANNEXURE- II

DETAILS OF SIMILAR WORKS EXECUTED

Sr. No.	Name of Work/ Project & Location	Owner of sponsoring organization	Total no of candidates	No of Candidates in single shift	Date of commencement as per contract	Actual date of completion	Litigation/ Arbitration pending in progress with details	Name, Designation and Address/telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

(Signature of Bidder)

ANNEXURE – III
STRUCTURE OF THE ORGANIZATION

1. Name and address of Bidder:
2. Telephone No./Fax No./Email address:
3. Legal status (Attach copies of original document defining the legal statues).
 - a) An Individual :
 - b) A Proprietary/Partnership bidder :
 - c) A Trust :
 - d) A Limited Company or Corporation :
4. Particulars of Registration with various Government bodies & Statutory Tax Authorities (attach attested photocopy)
 1. Registration Number :
 2. Organization/Place of registration :
 3. Date of validity :
5. Name and titles of Directors & Officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
6. Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reasons for not completing the work.
7. Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reasons for not completing the work.
8. Area of specialization and Interest
9. Any other information considered necessary but not included above.

ANNEXURE - IV
DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED
FOR THE WORK

Sr No.	Designation	Total number of employees in that category	Number available for this work	Name	Qualification	Professional experience and details of work carried out	In what capacity these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

(Signature of Bidder)

FORMAT-01

DECLARATION

RFP Ref:

I / We, hereby agreed to abide all the terms and condition of this RFP

I / We, hereby declare the that I am / we are fulfilling the eligibility criteria mentioned in this RFP.

I/ We, hereby certify that all the information and data furnished by me/our organization with regard to this RFP are true and complete to the best of our knowledge. I/ We have gone through the conditions and stipulations in details and agree to comply with the requirements and intent of it as mentioned in RFP.

I/We further certify that myself/ our organization meets all the conditions of eligibility criteria laid down in this RFP document.

I/ We, further specifically certify that our company is not been Black Listed/De-Listed/ debarred / suspended or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking/ Court in the last three years prior to the opening date of this RFP.

I /We hereby certify that in the last three years, our company has not failed to perform on any contract or have had any contract terminated for breach on our part.

I/We further certify that there is no criminal case registered against our company or against our Director.

I / We, hereby certifying that we are offering more that 50% services from India for the services required under this RFP and hence falls under the category of 'Class 1 local supplier' as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time.

I / We, hereby declare that our company is not from those countries sharing borders with India and not restricted UNDER RULE 144 (XI) OF GFR 2017.

I/We hereby confirm that during and after conclusion of the assignment, the details shall not disclose or make use in any manner, any information/data or any other material whether written or oral collected in connection with the assignment, without the prior written consent of the Authority(ies) of HLL. All material shall be the property of HLL.

Sealed and signed by the Authorized representative

FORMAT-2 INTEGRITY PACT

All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.

HLL Lifecare Limited.

Division :

Tender No:

INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of _____

Between

HLL Lifecare Ltd. (CIN: U25193KL1966GOI002621) a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HLL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s _____ with office atrepresented by Shri _____ , Designation..... (hereinafter called the "BIDDER/Seller"/Contractor/Agent which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Both HLL and BIDDER referred above are jointly referred to as the Parties.

Preamble

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from

bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HLL

1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

1.3 All the officials of HLL will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to

show favour or disfavor to any person in relation to the contract or any other contract with the Government.

2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.

2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.

2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.

2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.

2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and

implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason. If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders / Contractors / Subcontractors

4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.

4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the

BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/performance guarantee, whichever is higher.

iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.

vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.

ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.

xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

7.1 HLL has appointed Sh. Ashok Kumar Mangotra, IAS (Retd.) as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Mr Ashok Kumar Mangotra, IAS (Retd.)
Independent External Monitor (IEM)
Office: HLL Lifecare Limited, HLL Bhavan,
Poojappura, Thiruvananthapuram 695 012, Kerala
Email: iemhll@lifecarehll.com

7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.

7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 HLL will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.

7.8 The IEM(s) will submit a written report to the CEO/CMD of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

Clause.8.Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If HLL obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer.

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HLL.

Clause. 13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL Lifecare Ltd.

Bidder

Witness Witness

1.....

1.....

2.....

2.....