

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**REVAMPING AND REDESIGNING OF THE EXISTING OFFICIAL**  
**WEBSITE OF HINDLABS DIAGNOSTIC SERVICES OF HCS**  
**DIVISION AT URL**  
**( <http://www.hindlabs.in> )**  
**&**  
**DESIGN & CREATE API TO INTEGRATE WITH EXISTING**  
**MULTIPLE HMIS SOLUTIONS FOR ACCESSING PATIENT**  
**REPORTS, HOME COLLECTION & ONLINE PATIENT**  
**APPOINTMENT BOOKING SYSTEM.**

**TENDER NO: HLL/CHO/HCS/IT/2020/35**

**Date :02/06/2020**

**HEALTHCARE SERVICES DIVISION**  
**CORPORATE & REGISTERED OFFICE, POOJAPPURA.**  
**THIRUVANANTHAPURAM – 695 012.**  
**Tel. 0471-2354949 | EXTN: 224/266**  
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## 1. INTRODUCTION

HLL Lifecare Limited (HLL) is a Public Sector Enterprise under the administrative control of the Ministry of Health & Family Welfare, Government of India. HLL's purpose of business is "to provide quality Healthcare products and services at affordable rates." In its quest to become a comprehensive Healthcare solutions provider, HLL had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives.

Healthcare Services Division- HLL is one of the few organizations who are capable of delivering medical diagnostic services in a partnership model on a national level. HLL through this division endeavors to strengthen the diagnostic service delivery capability of partner institutions and bring high quality & precise diagnostic services to users at affordable costs. Our BRAND is:

**HINDLABS** – "Providing Affordable and Reliable Solutions for quality Healthcare"

The Healthcare Services Division through its brand **HINDLABS** offers partnerships to partnering institutions in the areas of Diagnostic services, Medical Imaging and other specialist services. The services offered includes complete range of Medical laboratory services, Radio Diagnosis and Imaging Centers Operation & Management services for Diagnostic Centers Tele-Radiology Reporting Services Hospital Management Information System (HIMS/ LIS/RIS).

### Objectives of Healthcare Services Division

1. Affordable Diagnostic Services to masses.
2. Leadership in Partnership Diagnostic Service sector.
3. Reliable and Quality Services.
4. Deploying State of the art technologies.
5. Customer Oriented Information Management system (HIMS/ LIS/RIS).

Healthcare Services division of HLL Lifecare Limited currently have a website <http://www.hindlabs.in>. Intend to revamp and redesign our existing official website with simultaneous redesigning and development to form a comprehensive and dynamic web content management system (WCMS), including the patient appointment booking , home collection and online report dispatch system through API integration with the hospital management softwares. Currently we use multiple softwares for multiple projects and intend to implement that cross browser and cross platform accessible webpage on the same URL.

## 2. Notice Inviting Tender / Request for Proposal

Healthcare Services Division of HLL Lifecare Limited invites proposals for revamping and re-designing, of the existing official website of HINDLABS diagnostic services at URL (<http://www.hindlabs.in>) & design, create API to integrate with existing multiple HMIS solutions for accessing patient reports, home collection & online patient appointment booking system.

<b>IMPORTANT DETAILS</b>		
<b>Sl. No</b>	<b>DESCRIPTION</b>	<b>DETAILED INFORMATION</b>
1	Tender No.	<b>HLL/CHO/HCS/IT/2020/35</b>
2	Publishing of document	<b>02.06.2020</b>
3	Last Date & Time for Submission of Bids	<b>15.06.2020 till 03:00 PM IST</b>
4	Website Reference For Tender	<b>www.lifecarehll.com</b>
5	Bid Opening	<b>15.06.2020, 03:30 PM IST</b>
6	Financial Bid opening	<b>Will be Informed to Technically qualified bidders after Technical Bid Evaluation</b>
7	Place of Bid Meeting and Opening of Bids	<b>HLL Lifecare Limited Corporate and Registered Office, Poojappura, Trivandrum, Kerala. Pin code: 695 012.</b>
8	Address For Communication	<b>HLL Lifecare Limited, Healthcare Services Division, Corporate and Registered Office Mahilamandiram Road Near Chengalloor Junction, Poojappura, Thiruvananthapuram, Kerala – 695012 Contact Phone: +91 471 2354949   Extn: 224, 266 Email: <a href="mailto:hcsit@lifecarehll.com">hcsit@lifecarehll.com</a></b>

- ❖ Tenderers which are received after the closure time and date specified in the tender document may not be considered.
- ❖ HLL Lifecare Limited shall not be responsible for any postal delay about non-receipt/non-delivery of the documents.
- ❖ In case the intended dates for opening of tender is declared a holiday, the tender will be opened on the next working day.
- ❖ Documents not complete shall be summarily be rejected.

### **3. ELIGIBILITY CRITERIA**

- 3.1.** The tenderer/bidder should be a company/firm registered in India for the last more than 5 years'. (here the company/firm includes registered company, partnership firm, and a proprietary concern).
- 3.2.** The tenderer/bidder should be well versed in Web Technologies and should provide satisfactory evidence, acceptable to the HLL Lifecare Limited to show that they have efficient technology adequate capability, technical know-how and experience of design development of website/software/APP & implementation. For which the bidder is required to submit a detailed report of similar work done and proofs.
- 3.3.** The Bidder should have experience of running at least ten (10) websites, two (2) Web applications and two (2) mobile applications with complete SDLC in last 3 years ( 2017-18 to 2019-2020).
- 3.4.** The tenderer/bidder should have a minimum annual turnover of INR 50 Lakhs from Website design, development and Maintenance services and should be profitable over the last three financial years (2017-18, 2018-2019,2019-2020).
- 3.5.** Bidder should have GST registration.
- 3.6.** The Bidder should not have been Black listed by any Government/Private firms in India.
- 3.7.** The bidder should have sufficient number of persons/skilled manpower having special skill in programming/maintenance/troubleshooting etc. to carry out the said work professionally.
- 3.8.** The bidder should have any of its office / development center located in Thiruvananthapuram, Kerala

### **4. SCOPE OF WORK**

#### **4.1 Features**

The website shall be revamped and resigned to incorporate the features given below.

##### **4.1.1 Improved Theme and Layout.**

The existing website shall be completely revamped and a new improved layout design shall be integrated. The layout shall be responsive and mobile device compatible running a framework like twitter bootstrap. The important functional areas and services of the organization shall be highlighted in the design with visibility ensured for services like home collection, appointment booking and online test report. The priorities of the organization which should be communicated to first time visitors shall be gracefully integrated to the layout without losing the aesthetic appeal

of the website. The theme shall be developed in such a way as to ensure that regular visitors find it easy to identify new content and to explore the areas of interest via an exhaustive navigation system. A city based content display shall be followed to allow visitors to have the most relevant information highlighted. The services offered by hindlabs in the specific city selected by the visitor shall be focused.

#### **4.1.2 Detection of Requesting Device and Respective Rendering.**

The website should have the provision to detect the device from which the rendering request is being received and correspondingly post the response. For example, if the request is coming from any mobile device, the website should automatically detect the device type or browser type and render the mobile view of the website.

#### **4.1.3 Branch Locator.**

The existing branch locator in the website shall be fully redesigned to provide improved search facilities. Current system of filtration of centers via select box shall be changed to auto-suggested results. The relevant information related to the branch like the services offered, tests available, facilities, photos, timings, booking options etc shall be presented to the visitor once he/she selects a branch. The services shall be linked to the service booking module for ease of access.

The branch locator module will also have an integrated system to plot the geolocation of the branches in Google map. The location of the branch will be plotted on Google map and displayed to the user when he views details of the branch. The branch locator will also have an integrated Google map within which the location of all hindlabs centers are marked using indicators. The address of the center and contact details will be displayed in a popup window once the user clicks on the marker. The users shall be able to make use of the zoom and pan features of Google map to look for branches in the locations of interest.

The website should have a provision to embed maps for corporate office and regional offices of HLL in satellite view and maps view.

#### **4.1.4 Online Report Download.**

The online report download page shall be fully revamped to make it a prominent feature of the website. The link to the page will be placed in the homepage with maximum visibility to ensure that new visitors do not miss out the page. Also, while searching for Hindlabs test reports, the home page of this website should come as a web result and the subpages also may get displayed on the search engine for easy access. The changes to the sites theme and layout shall



also be applied in this page thereby improving the user experience. In this page, importance shall be given to ease of access to data since the majority of visitors to this page shall be focused on downloading their test results. The UI will be modified in such a way that the users need only minimum time to enter their details and to get the report. Since HLL is using different LIS/HMIS applications for different projects based on the center selection it should redirect to report portals.

#### **4.1.5 Health Packages and Services.**

The website shall present the health packages and services offered by Hindlabs prominently in the homepage with the details of each one placed in a separate page. All information related to a package including the services on offer and the cost will be presented in a simple and elegant UI. This will act as an effective medium through which the services of Hindlabs will be communicated to first time visitors without having them navigate to the services page. A back end tool shall provide the HLL team to enter details of health packages and relevant images, the same shall display on the home page under health packages session which will help HLL to update the data as and when required.

#### **4.1.6 Online Appointment/ Service Booking.**

Provisions can also be given for online booking of health packages and normal services by integration of state of the art payment options like UPI, credit card, debit card, net banking, GPay and others. The link to the page shall be placed in the homepage with maximum visibility to ensure that new visitors do not miss out the page. Since HLL is using different LIS/HMIS applications for different projects based on the center selection it should redirect to appointment booking and scheduling modules.

#### **4.1.7 Mobile Application for Customers.**

A mobile app shall be developed for customers to allow them to book the services, health packages etc. and download test reports of hindlabs from any mobile device (Both iOS & Android).

- The application shall available to public for downloading from Playstore / Appstore free of cost.
- GIS based location identification and content display will be available in the app which ensures that relevant content is presented to users.
- Details of services offered by a nearby Hindlabs shall be displayed in the app. The status updates on the bookings done by the customer shall also be provided using the app.

- The reports of the services booked also shall be made available in the Mobile Application. This application shall be a personalized health profile for the user and the application should provide trends of the values over a period based on the user testing history.

All the data will be regularly updated in the database by the admin and therefore will be reflected dynamically on the application interface. The App shall have an admin panel on web to control the masters and new updates to be displayed on the App. There shall be a home page, which will display all the information about the mobile app.

1. On the welcome page, the system shall provide an option to users to either sign in for the old users or “Sign Up”.
2. Incase of “Sign Up”, the system shall provide the option to “Sign Up” with phone number/ Email ID.
3. On every “Sign In” the system shall enable the user to sign in with OTP or pre-created password.
4. The OTP based verification system shall incorporate on all basic modules to avoid intruders.
5. With the help of geo tagging, while opening the apps it will show the nearby Hindlabs, which is further divided into States and then further it is divided into district level.
6. There shall be a selection option to choose which state or district to choose both from menu options. It shall enable the user to select the location manually using drop down buttons as per the location list shared by HLL.
7. User can switch the locations as and when required through the menu
8. Navigation of the whole apps should be user friendly.
9. The vendor shall provide training on the developed mobile apps to HLL admin users.
10. Provision for selecting Tests or health schemes.
11. Provision to configure location wise tariffs and customers after selecting relevant test with redirect to that Tariff - region wise.
12. The online payment gateway for billing (net banking/G-pay/Phone pay/Paytm).
13. Once the report is ready in HMIS, through API, data needs to fetch into the application and if the payment is completed, provide an option to download the report. The downloaded report shall be available to share through Whatsapp / Email.

The above said points are the basic flow of mobile application. Sticking on this basic flow HLL will demand for more improvisations like appointment scheduling, home collection & runner boy tracking through the application at the time of development.

The mobile application shall have the following key features:

- Splash screen.

- Navigation to the Hindlabs & HLL Lifecare Limited Official websites.
- Key Contacts to be mapped under each location.
- Hindlabs/related information at district level of the country.
- Compatibility with various OS (Android & Apple iOS).

The entire app shall have the following set of screens:

1. Splash screen
2. Home screen
3. Informatory screen.
4. Advanced search screen.
5. Multi Directional navigational screen to locate hindlabs.

HLL expects this application which adheres a perfect blend of technological expertise, multi-platform compatibility and scalable data base. This application design must allow the admin to update data with desired frequency. Moreover, the mobile application shall be designed to handle high strike rate of users, which means the uptime of the application should be 99.5%.

The Mobile Application shall have to be uploaded on the following:

1. Apple app store.
2. Google play store
3. Hindlabs Official website.

The end functionality as well as the requirements for the application may be as given below:

**Splash Screen:** The Main Screen to be designed with the Names of projects handled by Hindlabs with logo and HLL logo. It will be displayed to end user for Few Seconds while Mobile Application starts loading in the Backend.

**Login Screen:** It shall help the users to login into application or sign up in case of new user.

**Home Screen:** End Users will see Home Screen by default, which will display the all the menu and details about the mobile app.

**Setting Page:** End user will have option to share this app with friends, Report bug or request for any feature, etc.

**Info Screen:** It has About Us, Terms of Use and Privacy Policy about app. Search button on top bar of App.

#### **User Interface Requirements:**

- All icons must be crisp, clean, and distinguishable and should be as per guidelines of mobile application platform.
- All buttons and objects must be reactive to touch and work as intended.

- All functions must stay within the mobile platform boundaries and must be easily viewable on different Mobile platforms.
- Vendor has to ensure the development of mobile application as per guidelines issued by Application stores. For ex: Google play, Apple App Store etc.
- Vendor has to submit mobile app binary to Apple app store and Google play store.
- A security audit of Complete Application be done by Vendor and get concurrence from HLL.
- Vendor is expected to deliver the mobile application on application store (Google Play & Apple) in Website Go LIVE date.
- The vendor shall provide the source code of the application to HLL at the time of GO-LIVE

#### **4.1.8 Search Engine Optimization.**

The search engine optimization of the website shall be done in such a way that it appears in the top 5 results of major search engines like Google, Bing, Yahoo etc., preferably on the first position while searching with the names/keywords, which shall be provided by HLL during the implementation phase. It should also support organic search. The scope of optimizing the search engine shall continue until the validity of this whole project period of 5 years.

#### **4.1.9 Bilingual/Support for other languages.**

When Hindi is clicked entire content should be displayed in Devanagari/Mangal/Kruti script or any other Hindi font in vogue. The website should also provide multi-lingual translation tool to enable website readability in different language formats selected by user. It is also to be ensured that Hindi/ regional language fonts have been tested on popular browsers for any inconsistency (loss of layout).

#### **4.1.10 Multiple Font Sizes.**

The website should have hyperlinks to scale-up/scale-down font size of the content of webpages. (A- | A | A+)

#### **4.1.11 Glyphicons for Social Media.**

Glyphicons are to be provided for social media accounts of HLL (Twitter, Facebook, and Instagram etc.) at the top and bottom right corner for the website.

#### **4.1.12 Screen Reader Access**

The contents of the website should be readable using any Screen Access Reader Software to Visually Impaired Users.

#### **4.1.13 Least Site Opening Time**

Bidder shall ensure that website (Home Page) opens in least time possible i.e. the hyper-references and java scripts should be placed in such a way that the rendering time of the website is not compromised.

#### **4.1.14 Health Scheme Promotion**

Vendor shall give an option to import the customer log details (Location/Time/customer name/Google account details) which has been registered at the time of sign up. These details we can use to intimate them for our location wise offer test packages through mail.

#### **4.1.15 Gateways**

Should support payment gateway, SMS gateway etc.

#### **4.1.16 Database**

If required, our old database can be upgraded to new version or change in database to the current Industries standard database management solutions such as IRDBMS, MySQL, and PostgreSQL etc.

### **4.2 Hosting, Development and Maintenance of Website**

The website shall be hosted in HLL's datacenter and/or any third party datacenter as suggested by HLL. The necessary infrastructure related to hosting of website shall be provided by HLL (Server, Operating System). Licenses for development framework and database, if any need to be provided by the bidder. The same website shall also be hosted on one of the test servers provided by HLL. The database software configuration will be done by HLL for the unlicensed/freeware version. The vendor shall bear the license cost if express version is required.

- HLL will assist the bidder in terms of gaining access to the datacenter/server where HLL website is hosted for development, deployment, hosting and maintenance of HLL's website.
- The bidder shall maintain the developed website/provide support and warranty for the website for a period of 1 year from the date of Go-Live. This support should essentially mean rectification of errors and correction or addition of content/pages/menu/submenu etc.

- The bidder shall redesign and revamp the existing website (www.hindlabs.in) to make it visually appealing with corporate theme design following the latest web trends and technologies along with migration of existing pages.
- Bidder shall take reference from the existing website of HLL. The existing web pages are to be transformed and revamped as per the suggestions in the content put forward by HLL.

#### **4.3 Content Management Service (CMS)**

- The entire website of HLL is to be managed by a comprehensive Content Management Service (CMS) framework for regularly updating the information, publishing/un-publishing web pages etc.
- This CMS shall be accessible through a web browser.
- Enhancement/Maintenance of the existing CMS shall be in Bidder's scope. Addition of new feature / modification of existing features shall be incorporated as per the instructions of HLL.
- Dynamic Menus- Menus and submenus should be created based on the page-tree as pages are added and subtracted. These should be styled entirely through CMS.
- User Privileges - An administrator can grant as little or as much control to content editors or groups as needed. Individual location users of the organization shall do the content management of the website/publishing of content on the website and the administrator shall give necessary roles, maker/checker access to them for publishing of respective content on the website.
- Rich Text Editor – The CMS should have Rich Text Editor embedded so that CMS users can host/edit HTML pages with minimal efforts.
- Addition / Deletion / Change /Up gradation of Menu item(s) / Submenu item(s) / Content(s) shall be provided as a workflow application.

#### **4.4 Implementation Approach**

- On receipt of work order, the bidder should prepare at least 5 sample layouts for the website and the same shall be submitted and demonstrated to HLL for approval at HLL's Place. All changes, suggestions for the layout shall be done by the bidder as per the HLL approvals.
- Further development should only be started after approval. Development should be done based on cyber security guidelines. All existing content of the website should be converted so as to comply with Guidelines for Indian Government Websites (GIGW) including all PDF and HTML files. The website should be subsequently launched.

- Bidder shall also identify training requirements particularly with reference to operation of Content Management System. Identified officials of HLL would be trained before Go-Live of the website.
- The broad implementation milestones are mentioned below:
  - Project Initiation.
  - Preparation/Planning of Sample Layout.
  - Finalization of Home Page/Color/Font etc.
  - Finalization of Home theme and Design.
  - Website Functionality (Site Map).
  - Approval of Functionality.
  - Content Placement.
  - Web Guidelines Audit, Security Audit and Submission.
  - Website Uploading and Launch.
  - Maintenance of Website.

#### **4.5 Technology Platform**

The website shall be developed using latest version of bootstrap which enables the website to be compatible with any viewing device, be it laptop, personal computer, smart phones (having Android, iOS, Windows etc. as operating system), tablets, LCD screens etc. of varied sizes without compromising on the alignment, readability, flexibility, ease of use ,structure and beautification of the webpage.

#### **Current Website Configuration:**

The following technologies are used in the system considering the specific domain needs.

#### **Backend Details:**

Server OS : Centos Linux (Cpanel).  
Web-server : Apache Server.  
Database Engine: PostgreSQL 9+  
Coding language: PHP 5.3+  
Framework : Zend Framework

#### **Front-end Details:**

1. Twitter Bootstrap
2. HTML 5
3. JSON
4. AJAX

- 5. CSS 3
- 6. JQuery
- 7. JQuery UI

#### **4.6 Browser Compatibility**

The website shall be compatible with all the major web browsers like Internet Explorer, Microsoft Edge, Google Chrome, Mozilla Firefox, Safari, Opera etc. The mentioned names are just illustrative and not exhaustive.

The website should be compatible with the versions mentioned below and higher for the following web browsers:

<b>Sl. No</b>	<b>Web Browser</b>	<b>Version Number</b>
1	Internet Explorer	Internet Explorer 11
2	Microsoft Edge	12.10049
3	Google Chrome	65.0.3325.181
4	Mozilla Firefox	48.0
5	Safari	5.1.7
6	Opera	15

#### **4.7 Security**

All possible security measures should be taken to prevent hacking of the website and the bidder should have a contingency plan in place for situations like these.

- Security provisions should be in place to handle following vulnerabilities
  - SQL Injection
  - Cross Site Scripting (XSS)
  - Broken Authentication and Session Management
  - Insecure Direct Object References
  - Security Misconfiguration
  - Cross Site Request Forgery
  - Insecure Cryptographic Storage
  - Failure to restrict URL Access
  - Insufficient Transport Layer Protection
  - unvalidated Redirects and Forwards



*The above list is just illustrative and not exhaustive.*

- ❖ The bidders shall be solely responsible for Security Audit by a CERT-In empaneled Information security auditing organization as and when required as per CERT-In guidelines.
- ❖ The developed website shall work on HTTPS protocol and the bidder shall be responsible for obtaining SSL certificate for the same. Any charges borne on account of obtaining and implementing SSL certificate shall be in the scope of bidder.
- ❖ It is the responsibility of the bidder to renew the SSL certificate yearly along with AMC.

#### **4.8 Operation and Maintenance**

- The successful bidder shall maintain and support the developed website for a period of 5 years i.e. Five years after Go-LIVE. The first year will be the warranty period and the next 4 (Four) years will be paid maintenance.
- The Operation and Maintenance will consist of:
  - Resolution of errors/bugs (if any), software updates in the software that may be necessary due to legal/statutory changes etc.
  - Providing all software updates and patches released by the hardware OEM, update and patch management, resolution of any issues/problems with the hardware etc.
  - Deploy adequate facilities management personnel to maintain the Portal as per the service level requirements including servicing/updation and maintenance of IT assets.
  - Successful bidder shall provide a dedicated project manager (though not required to be deployed full time) during the period of the contract that should be present for discussions, important meetings and should act as a single point of contact for HLL.
  - Resources (need not be onsite) for maintenance of the portal.
  - No extra cost shall be remunerated by HLL on account of such maintenance activities mentioned herein above
- Enhancement/modification/development of existing website shall be incorporated as per the instructions of HLL and should be delivered in a timely and professional manner adhering to the deadlines, if any. Website maintenance shall include the following works:
  - Updates to calendar or events.
  - Update breaking news or upcoming events.
  - Update photos, graphics, graphs and charts.
  - Update Text re-writes and improvements.
  - Site facelifts and makeovers.

- Sitemap on the homepage and footer.
- Enhancements may require technical changes in CMS (that may require code change) which shall also be managed by the bidder.
- Sending alerts through Email, SMS etc. For sending email and SMS, email and SMS gateway would be provided by HLL.(The content of the message and mail shall be shared by HLL).
- All content and media in the website will be copyrighted material of the owner i.e. HLL.
- The website shall be developed with master header and uniform content pages, so that font, font size, color and other cosmetic appearances should be uniformly maintained throughout the website.
- Support for maintenance and availability of website shall be in bidder's scope on 24 x 7 x 365 basis. Provision for helpdesk and technical support on telephone and email on 24 x 7 x 365 for all maintenance related issues regarding the website is to be provided.
- The website structure/Contents/Design/Icons may change as per HLL's requirements.
- The bidder should provide a single point of contact for all issues regarding website updating and modifications.
- Mapping of HLL's registered domain name with the website shall be in the scope of the bidder.
- The bidder should store and track versions of content which should have the facility to roll back previous versions, if needed. Also, any update made in any content should be date tracked and date of updating should be displayed in the top right corner of the content page which is updated.
- A facility to review the content is required before the actual publication of the same.

#### **4.9 Important guidelines**

- The vendor has to share the source code of product with HLL from time to time.
- All material/ product and related codes would be property of HLL and the vendor should have no claim over the same in future.
- All content should be stored and kept confidential and the vendor should not reuse/ replicate/ transfer the same to anyone else.
- The vendor should provide all admin/ user manuals.
- The vendor should also provide support for all future upgrades/initiatives of HLL related to the website.

#### **4.10 Presence in Thiruvananthapuram**

The bidder should have any of its office / development center located in Thiruvananthapuram,

Kerala from where HLL can get necessary support for the operations and maintenance of the website as and when needed.

If required, the bidder may have to send its engineer/service personnel to HLL office/Datacenter where the website is hosted to troubleshoot the problems related to the website.

Maintaining Helpdesk via phone and Remote Support Tools for sorting out issues during the warranty period of one year.

## **5 Instruction to Bidders**

- 1) RFP shall mean Request for Proposal.
- 2) Bid, Tender and RFP are interchangeably used to mean the same.
- 3) The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.
- 4) HLL reserves the right to take any decision with regard to the RFP process for addressing any situation which is not explicitly covered in the RFP document.
- 5) The Bidder must disclose any actual or potential conflict of interest with HLL.
- 6) All prices shall be expressed in Indian Rupees only.

### **5.1 Period of Validity of Bids**

Bids shall remain valid for 180 days after the date of bid opening. HLL Lifecare Limited holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

#### **5.1.1 Extension Of Period Of Validity**

In exceptional circumstances, HLL Lifecare Limited, may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. A Bidder granted extension of validity will not be permitted to modify his technical or commercial bid.

## **5.2 Clarifications of Bidding Documents :**

Any clarification regarding the tender document and any other item related to this tender can be submitted to HLL Lifecare Limited as an email to the following mail ids.: [hcsit@lifecarehll.com](mailto:hcsit@lifecarehll.com), [hcsittenders@gmail.com](mailto:hcsittenders@gmail.com), and can contact the number 0471-2354949, Extn : 266,224 before 13.06.2020 , 03.00 PM.

The bidders shall submit the queries only in the format given below:

Sl. No	Document Reference	Page Number	Clause Number	Description in RFP	Clarification Sought	Additional Remarks(if any)

Replies to all the clarifications shall be through email to individual bidder

## **5.3 Amendment of Bidding Documents:**

- 1) At any time prior to the deadline for submission of bids, HLL may for any reason, whether at its own initiative or in response to a clarification requested by a bidder, amend the Bidding Documents.
- 2) Amendments will be provided in the form of Corrigendum to the bidding documents, which will be posted on HLL's website and Central Public Procurement Portal. Corrigendum will be binding on bidders. It will be assumed that the amendments contained in such Corrigendum has been taken into account by the Bidder in its Bid.

## **5.4 Earnest Money Deposit (EMD)**

Each bid must be accompanied by Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand only) in the form of Demand Draft from any Nationalized/Scheduled commercial Bank taken in the name of HLL Lifecare Limited payable at Thiruvananthapuram. EMD in any other form will not be accepted. Bids received without Earnest Money Deposit are liable to be rejected.

- i. EMD should be submitted in packet A along with a pre-qualification document.
- ii. EMD shall be valid for a period of Forty-five (45) days beyond the final bid validity period.
- iii. EMD of all unsuccessful bidders would be refunded by HLL Lifecare Limited within 30 days of the bidder being notified by HLL Lifecare Limited, as being unsuccessful and after

- receiving a written request from the unsuccessful bidder for refund of the same. EMD of the successful bidder would be returned upon submission of Security Deposit.
- iv. No interest shall be payable by HLL Lifecare Limited to the Bidder(s) on the EMD amount for the period of its currency.
  - v. The bid without adequate EMD, as mentioned above, will be liable for rejection without providing any further opportunity to the bidder concerned.
  - vi. The bidder shall extend the validity of EMD on request by HLL Lifecare Limited.

#### **5.4.1 EMD may be forfeited:**

- a. If a bidder withdraws its bid during the period of bid validity or any extension thereof agreed to by the bidder.
- b. In case of a successful bidder, if the bidder fails to submit the Performance Bank Guarantee (PBG) in accordance with the terms and conditions.
- c. If any of the bidders modify their bid during the validity period.
- d. If the proposal is varied or modified in a manner not acceptable to HLL Lifecare Limited after opening of proposal during the validity period or any extension thereof.
- e. If the Bidder tries to influence/jeopardize the bidding/evaluation process or submits any forged documents.

**5.4.2 Exemption from payment of EMD:** It may please be noted that only those MSME Units in India registered with the NSIC would be granted exemption from submission of EMD. In case the Bidder is eligible for exemption from the payment of EMD, documentary proof to this effect must be enclosed. The bidders are required to attach a notarized copy of the MSME certificate granted by the NSIC in their favour.

#### **5.5 ADDITIONAL POINTS**

- a) All costs and expenses incurred by bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by HLL Lifecare Limited shall be borne entirely and exclusively by the bidder.
- b) HLL Lifecare Limited may reject any or all the responses received/cancel the entire process at any stage without assigning any reason whatsoever.
- c) After the issue of the work order, formal contract agreement shall be signed between the successful bidder and HLL Lifecare Limited.

- d) Bids received with incomplete information / documents shall be rejected. Bids not adhering to Terms, Conditions, Specifications and other details as given in this document may be summarily rejected.
- e) All deviations from the Terms, Conditions and other details of Tender Document should be separately and clearly submitted.
- f) This tender document is not transferable.
- g) Modification or Withdrawal of Offers is not permissible after its submission. To assist in the scrutiny, evaluation and comparison of offers, HLL Lifecare Limited may, at its discretion, ask some or all Bidders for clarification of their offer.
- h) The request for such clarifications and the response will necessarily be in writing.

#### 6. **GUIDELINES FOR SUBMITTING TENDER DOCUMENTS: -**

The Tender Document consists of Three Parts: Pre-Qualification Documents, Technical Bid, and Price Bid/Financial Bid.

These duly filled-in tender forms shall be placed in three separate packets as detailed below:

- I. **Packet A** – EMD along with documents required to meet the pre-qualification criteria.
- II. **Packet B** – Proof of fulfilling Technical evaluation parameters along with duly signed tender document, Annexures I,II,V & VI.
- III. **Packet C**- Commercial bid –Financial Bid- Annexure -VII.

**Packet A**;- Earnest Money Deposit (EMD) of Rs. 10,000/-, (Rupees Ten thousand only) along with all documentary evidence to meet the pre-qualification criteria including Annexure -V. The Cover should super scribed as Packet-A, Prequalification Ref: HLL/CHO/HCS/IT/2020/35 Dated: 02.06.2020.

**Packet B**:- Technical Bid:The bid document duly signed in all pages along with ,Documents to prove the fulfilment of technical evaluation parameters, Annexure-I,II,V& VI, should be kept in a Cover and super scribed as Packet B–Technical Bid HLL/CHO/HCS/IT/2020/35 Dated: 02.06.2020.

#### **No indication of the Prices will be made in the Technical Bid.**

**Packet C** : - Price Bid: Only Financial Bid should be kept in this Cover and no other document shall be enclosed with the Price Bid. The Bidder must sign the Financial Bid and also affix the company seal. The cover containing duly filled-in Financial Bid should be sealed and super scribed as **PRICE BID** with Name of the work: and Packet–C,Tender Ref: HLL/CHO/HCS/IT/2020/35 Dated: 02.06.2020.

**Main Cover:** Packets A, B and C should further be put in a Master envelope sealed and super scribed with the name of the work and Tender Ref: HLL/CHO/HCS/IT/2019/35 Dated: 02.06.2020.

The Bidder must sign all the pages of Annexures enclosed and furnish all details.

This should be submitted to

**Vice President (M),**  
Corporate and Registered Office,  
HLL Lifecare Limited,  
HLL Bhavan, Poojappura,  
Thiruvananthapuram – 695 012,  
Phone: 0471- 2354949. Extn: 224, 266

on or before the due date for submission 15.00 Hrs of 15.06.2020. And the same will be opened at 15.30 Hrs on the same day at the same venue in the presence of the representative of the bidders who chooses to attend. If the bid opening day is declared as holiday for HLL, the bid will be opened on the next working day of HLL.

Thanking you

Yours faithfully,

Vice President (Marketing)

HLL Lifecare Limited

## **7. EVALUATION OF BIDS**

### **7.1 PRE-QUALIFICATION PROCESS**

1. Bidders are required to submit the Pre-Qualification documents in Packet A.
2. The Bidders Pre-Qualification Proposal in the bid document will be evaluated as per the requirements specified in the Tender and adopting the pre-qualification criteria spelt out in this Tender. The Bidder is required to submit all required documentation in support of the pre-qualification criteria specified.
3. The Bidder shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the Bidder.
4. All bidders will be communicated of the results of evaluation of the pre-qualification bids.
5. The Technical bids of those bidders who qualify in the Pre-qualification process only will be evaluated further against the Technical bid evaluation criteria specified in the TENDER.

### **7.2 PREQUALIFICATION CRITERIA AND DOCUMENTS TO BE SUBMITTED**

<b>SL. NO</b>	<b>PRE-QUALIFICATION CRITERIA</b>	<b>DOCUMENTS TO BE SUBMITTED</b>
1	The bidder entity must be incorporated and registered in India under the Indian companies act 1956 or Limited Liability partnership (LLP) registered under the LLP act, 2008 or Indian partnership act 1932 and should have been in operation in India for minimum 5 years.	Copy of certificate of incorporation or certified copy of partnership deed.
2	The Bidder as a single legal entity must have a positive net worth in each of the last three financial years(2017-18,18-19,19-2020)	Copy of audited balance sheet and profit and loss statement with signature and seal of the statutory auditors. In the event of audited balance sheet not available for the FY 2019-2020 a letter with details in statutory auditors letterhead need to be submitted.
3	The bidder should have a minimum annual turnover of INR 50 Lakhs from Website design, development and Maintenance services and should be profitable over the last three financial years (2017-18, 18-18, 19-2020).	Letter from statutory auditors in their letterhead mentioning the annual revenue from Website design, development and Maintenance services.



4	The bidder should have at least 25 numbers of persons/skilled manpower in their payroll having special skill in programming/maintenance/troubleshooting etc. to carry out the said work professionally. At least 10 of these professionals must have experience (of minimum 3 years) in design, development and maintenance of websites.	Certificate from HR head on the letter head of the bidder certifying the availability of resources on their payroll as on the date of submission of this bid as per the requirement. The details of each resource with experience should be given in the declaration.
5	The Bidder should have experience of running at least ten (10) websites, two (2) Web applications and two (2) Mobile applications with complete SDLC in last 3 financial years ( 2017-18 to 2019-2020) of order value of Minimum 5 Lakhs.	Bidder's Experience details with URL shall be attached as per Annexure -V
6	The Bidder should not have been black listed by any Private/PSU/Central Government/State Govt or any other organization or agencies in India at the time of submission of the bid.	Letter from authorized signatory on the letterhead of the bidder regarding non-black listing.
7	Bidder should have GST registration.	GST registration Certificate
8	The bidder should have any of its office / development center located in Thiruvananthapuram, Kerala.	- Office address proof. - Declaration in company letter head.
9	Joint ventures or Consortiums or Sub contracting are NOT allowed to bid or meet the above eligibility criterion. Bidder should bid on own strength and meet all eligibility criterions	Self-Attested Declaration on company letter head (signed by Authorized Signatory)

### 7.3 **TECHNICAL BID EVALUATION**

The bidders' technical proposal will be evaluated as per the requirements specified in the tender and adopting the following evaluation criteria

SI.No	Evaluation Criteria	Total Marks
1	Bidders Experience	30
2	Availability of skilled manpower	20
3	Technical Presentation	
3.a	Understanding and Compliance with requirements and scalability	20
3.b	Design templates and Proof of concept (POC)	30
<b>Total Marks</b>		<b>100</b>

### 7.3.1 BIDDERS EXPERIENCE

Sl. No	Evaluation Criteria	Criteria and Documents to be submitted.	Maximum Marks
1	The Bidder should have experience of running at least ten (10) websites and two (2) Mobile applications with complete SDLC in last 3 years (2017-18 to 2019-2020) of order value of Minimum 5 Lakhs.	Copy of client certificate, work order, completion certificate or extract from the contract mentioning the scope of work.	30
		10 Websites + 2 App= 20 Marks	
		10 Websites + 2 App < No: of developments ≤ 15 Websites + 5App = 25 marks	
		No: of developments >15 Websites + 5 App = 30 marks	

### 7.3.2 AVAILABILITY OF SKILLED MANPOWER

Sl. No	Evaluation Criteria	Criteria	Maximum Marks
1	The bidder should have at least 25 numbers of persons/skilled manpower in their payroll having special skill in programming / maintenance / troubleshooting etc. to carry out the said work professionally. At least 10 of these professionals must have experience (of minimum 3 years) in design, development and maintenance of websites.	Certificate from HR head on the letter head of the bidder certifying the availability of resources on their payroll as on the date of submission of this bid as per the requirement. The bidder shall furnish details of key personnel, both supervisory and technical. Submit resumes of all persons. Resumes of personnel must include education, experience, background, accomplishments, and other pertinent information.	20
		10 professionals with minimum 3 years experience = 10 Marks	
		10< professionals with minimum 3 years experience ≤ 20 = 15 marks	
		professionals with minimum 3 years experience >20 = 20 marks	

### 7.3.3 TECHNICAL PRESENTATION

Sl. No	Evaluation Criteria	Criteria	Maximum Marks
1	<b>Understanding and Compliance with requirements and scalability</b>	The proposal should address each work area in sufficient detail to demonstrate a clear understanding of the statement of work, including operations and maintenance. The bidder should provide evidence of sufficient planning to show that work will be accomplished as required and on schedule, utilizing all available resources. Specifically, the proposal from the bidder will be evaluated on whether it addresses each requirement and goal set forth in the scope of work in the tender document.	20
2	<b>Design templates and Proof of concept (POC)</b>	The design templates presented by the bidder POC should demonstrate compliance with the scope of works mentioned in the tender and also demonstrate extra capabilities. During the POC presentation, one technical person from the vendor organization should be present to answer queries and to demonstrate various capabilities.	30

The price bids of tenderers who get minimum 70 marks in technical bid evaluation only will be opened.

### 7.4 EVALUATION OF COMMERCIAL BIDS

**The financial bids should be submitted as per Annexure- VII, Financial Bid**

- Commercial bids of only the Bidders who have cleared the technical evaluation (Minimum 70 marks) will be opened and evaluated.
- Arithmetic errors in the Bids submitted shall be treated as follows:
  - Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of HLL, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.

## 7.5 Selection of Successful Bidder

- The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- The bidder with lowest financial bid (L1) will be awarded the work.
- The bid price will include of all taxes and levies and shall be in Indian Rupees.
- Technically qualified bidders with lowest quoted price - L1 will be considered as the successful bidder. In case, two bidders have quoted the same amount, the bidder with the higher technical marks will be considered as the successful bidder.

## 8 TERMS AND CONDITIONS

### 8.1 NOTIFICATION OF AWARD OR PURCHASE ORDER

- After selection of the L1 Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, HLL will send Notification of Award or Purchase Order to the selected Bidder.
- Upon the successful Bidder accepting the Purchase Order and signing the contract and NDA, HLL will promptly notify each unsuccessful Bidder.

### 8.2 PERFORMANCE BANK GUARANTEE

- Performance Bank Guarantee shall be equal to 10% of the value of the purchase order valid for a period of 61 months effective from the date of issuance of “GO-LIVE” Certificate. Successful Bidder shall submit Performance Bank Guarantee as per HLL format given in ANNEXURE -III, within 15 days of receipt of the “GO-LIVE” Certificate.

### 8.3 TAXES AND DUTIES

- All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per the prevailing rates while making any payment.
- The benefits realized by the Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the selected Bidder to HLL.

### 8.4 WARRANTY PERIOD

- HLL will issue “Go-Live” Certificate after hosting of website on Production Server by the bidder. The Website will be covered under a period of one-year warranty post issuance of “GOLIVE” Certificate.

- The bidder shall maintain the developed website/provide support and warranty for the website for a period of 1 year from the date of Go-Live. This support should essentially mean rectification of errors and correction or addition of content/pages/menu/submenu etc without any additional charge to HLL.

### 8.5 PAYMENT TERMS

- 70 % payment will be released within 15 days after issuance of “GO-Live” Certificate by HLL.
- Balance 30 % payment will be released after submission of Performance Bank Guarantee (PBG) valid for 13 months from the date of issuance of “Go-Live” Certificate.
- All the taxes applicable mentioned in the invoice will be paid as per actual.
- After warranty period, the AMC amount will be released on the beginning of every year after receiving the performance security.

### 8.6 DELIVERY SCHEDULE

The entire revamping work shall be completed and both the website and app should launch within 10 weeks from the date of issue of work order. The following chart indicates the time frame for website design, development and launch of site.

Sl.No	Details of Activities	Time Frame in Weeks												
		1	2	3	4	5	6	7	8	9	10			
1	Project Initiation.													
2	Preparation/Planning of Sample Layout.													
3	Finalization of Home Page/Color/Font etc.													
4	Finalization of Home theme and Design.													
5	Website and Mobile application Functionality (Site Map).													
6	Approval of Functionality.													
7	Content Placement.													

8	Web Guidelines Audit, Security Audit and Submission.												
9	Website Uploading and Launch.												

### 8.7 Performance Requirements and Penalty

Sl.No	Parameter	Target	Basis	Penalty
1	Website and Mobile Application Development and Go -LIVE	Within 10 Weeks from the date of issue of work order	Occurrence	1% of Work order value for per weeks delay. If delay is more than 8 weeks from scheduled date HLL reserves the right to cancel the work order.
2	Website and Mobile application availability with all Features	99.5%	Per Occurrence. Will be calculated Monthly Basis	a)UP Time >= 99.5% - Nil, b)99.5 % >UP Time > =98 % - 0.5 % of the Work Order Value, c)98%>UP Time >= 95% - 1% of the Work Order Value, d) 95%> 5% of the Work order Value.
3	Resolution Time	Within 5 hours from reporting time.	Per Occurrence. Will be calculated Monthly Basis	a)<=5 Hours – Nil b)5hours< Resolution Time <=6 Hours – 0.05% of Work order Value. c)6hours< Resolution Time <=8 Hours – 0.1% of Work order

				<p>Value d)8 Hours&lt; resolution Time &lt;=12 Hours – 0.5%of Work order Value.</p> <p>e) Subsequently, for every Hour – 0.1% of the work order value.</p>
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### 8.8 SUPPORT MAINTENANCE CHARGE

Bidder may submit Annual Maintenance charge in price bid after expiry of warranty period of one year.

### 8.9 PRICE

Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever. Therefore, no request for any escalation of the cost / price shall be entertained.

### 8.10 CONFIDENTIALITY

The Bidder if any shall (whether or not he submits the tender) treat the details of the documents as secret and confidential. The Successful Bidder shall execute a separate Non-Disclosure Agreement as per HLL's format.

### 8.11 INTELLECTUAL PROPERTY RIGHTS

All rights, title and interest of HLL in and to the trade names, trademark, service marks, logos, products, copyrights and other intellectual property rights shall remain the exclusive property of HLL and Bidder shall not be entitled to use the same without the express prior written consent of HLL. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respective employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

### 8.12 **NO DAMAGE OF HLL PROPERTY**

Bidder shall ensure that there is no loss or damage to the property of HLL while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non- performance of duty by any personnel, the amount of loss/damage so fixed by HLL shall be recovered from the Bidder.

### 8.13 **INDEMNITY**

The Bidder shall indemnify, protect and save HLL and hold HLL harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- An act of omission or commission of the Bidder, its employees, its agents, or employees of its third party tool organizations in the performance of the services provided by this Agreement,
- Breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- Bonafide use of the deliverables and or services provided by the Bidder,
- Misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
- Claims made by the employees, third party tool supportive, who are deployed by the Bidder, under this Agreement,
- Breach of confidentiality obligations of the Bidder,
- Gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under this Agreement.

The Bidder shall further indemnify HLL against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on HLL for malfunctioning of the equipment or software or deliverables at all points of time, provided however, HLL notifies the Bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defense and all related settlement negotiations.



Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

The Bidder shall indemnify HLL (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

1. Non-compliance of the Bidder with Laws / Governmental Requirements.
2. Intellectual Property infringement or misappropriation.
3. Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.
4. Breach of any terms of Agreement, Representation or Warranty.
5. Act of omission or commission in performance of service.
6. Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by HLL arising out of claims made by its customers and/or regulatory authorities.

Bidder shall indemnify, protect and save HLL against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment or other systems supplied by them to HLL from whatsoever source, provided HLL notifies the Bidder in writing as soon as practicable when HLL becomes aware of the claim however,

- A. The Bidder has sole control of the defense and all related settlement negotiations.
- B. HLL provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and
- C. HLL does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where HLL is required by any authority/ regulator to make a comment / statement/ representation.
- D. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However, indemnity would cover damages, loss or liabilities suffered by HLL arising out of claims made by its customers and/or regulatory authorities.

#### **8.14 BIDDER'S LIABILITY**

- The selected Bidder will be liable for all the deliverables.
- The Bidder's aggregate liability in connection with obligations undertaken as part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract.
- Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by HLL arising out of claims made by its customers and/or regulatory authorities.

#### **8.15 LIQUIDATED DAMAGES**

- Due to negligent act of the Bidder, if HLL suffers losses, and incurs damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as reasonable estimate of the damages and the Bidder shall agree to pay such liquidated damages as defined hereunder:
- The total amount of liquidated damages under this engagement shall not exceed 10 % of the total value of the contract/PO.

#### **8.16 FORCE MAJEURE**

- Notwithstanding the provisions of the tender, the successful bidder or HLL shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving HLL or bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.
- If force majeure situation arises, the bidder shall promptly notify HLL in writing of such condition and cause thereof. Unless otherwise directed by HLL in writing, the Bidder shall continue to perform its obligations under contract as far as possible.

## 8.17 PURCHASE ORDER CANCELLATION

HLL reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to HLL alone; Serious discrepancy observed during performance as per the scope of project If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder/Bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation, any payments made by HLL to the Bidder would necessarily have to be returned to HLL with interest @15% per annum from the date of each such payment. Further the Bidder would also be required to compensate HLL for any direct loss incurred by HLL due to the cancellation of the contract and any additional expenditure to be incurred by HLL to appoint any other Bidder. This is after repaying the original amount paid.

## 8.18 TERMINATION OF CONTRACT

- A. **For Convenience:** HLL by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving one month's prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination becomes effective.
- B. **For Insolvency:** HLL may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to HLL.
- C. **For Non-Performance:** HLL reserves its right to terminate the contract in the event of Bidder's repeated failures, say more than 3 occasions in a calendar year to maintain the service level prescribed by HLL.

## 8.19 RESOLUTION OF DISPUTES

HLL and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, HLL and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated HLL and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. THE ARBITRATION AND RECONCILIATION ACT 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be at Thiruvananthapuram.

### **Governing Law**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

### **Applicable Law**

The Contract to be executed between HLL and a successful Bidder shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Corporate Office of HLL falls.

**Addresses for Notices  
Vice President (Marketing)  
Healthcare Services Division,  
HLL Lifecare Limited,  
Mahilamandiram Road Near Chengalloor Junction,  
Poojappura, Thiruvananthapuram,  
Kerala – 695012**

**ANNEXURE- I**

**CERTIFICATE**

I / we hereby certify that the information given with this bidding document is correct. If, at any stage, it is found to be incorrect, I / we understand that the contract will be liable to be terminated and action could be taken against me/us by the Company for damages.

SIGNATURE (S) OF BIDDER WITH SEAL

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

**ANNEXURE- II**

**ACCEPTANCE FORM**

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

From,

To

VICE PRESIDENT (M)  
HealthCare Service Division,  
HLL LIFECARE LIMITED (A Government of India Enterprise)  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012, Kerala, India

Dear Sir,

Subject: Tender Number: HLL/CHO/HCS/IT/2020/35 dated 01/06/2020 for Revamping and redesigning of Hindlabs Website

I have carefully gone through the Scope of Work contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I have carefully gone through the Terms & Conditions contained in the above referred RFP document.

I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully

SIGNATURE OF THE BIDDER WITH SEAL

**ANNEXURE -III**

**Performance Bank Guarantee Format**

(For a sum of.....)

**To,**

VICE PRESIDENT (M)  
HealthCare Service Division,  
HLL LIFECARE LIMITED (A Government of India Enterprise)  
Corporate Head Office, Poojappura.P.O,  
Thiruvananthapuram – 695012, Kerala, India  
Ph: 0471- 2354949

Dear Sirs,

Bank Guarantee no.            :

Amount of Guarantee:

Guarantee cover from:

Last date for Lodgement of claim       :

Beneficiary                        :

1. M/s HLL Lifecare Ltd (hereinafter called “HLL”), having its registered office at HLL Bhavan , Poojappura, Thiruvananthapuram - 695012, having issued Work Order dated .....for Revamping and redesigning of (hereinafter called as “Work Order”)to .....[Name of Service Provider]having its office at.....[Address of Service Provider]
2. Vide Clause ... of the Work Order,.....has agreed to provide to HLL performance guarantee of Rs.....[Rupees.....] being for due fulfilment of the terms and conditions contained in the Work Order,.
3. We, \_\_\_\_\_ [Name & address of the Bank] (herein after referred to as “Bank” ) at the request of .....[Name of Service Provider] do hereby undertake to pay to HLL an amount not exceeding Rs.....[Rupees only] against any loss or damage caused to or suffered or would be caused or suffered by HLL by reason of any breach by .....[Name of Service Provider] of any of the terms or conditions contained in the Tender .....dated ..... and work order dated..... and agreement.
4. We, the Bank, do here by undertake to pay the amounts due and payable under this guarantee without any demur, dispute, or objection of whatsoever nature, forthwith on a written demand from HLL stating that .....[Name of Service Provider] has not complied with their contractual terms and conditions and obligations in respect of the Tender .....dated....., and work order dated..... . Any such demand made by HLL to the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority.
5. The payment so made by us under this guarantee shall be valid discharge of our liability for payment thereunder and .....[Name of Service Provider] shall have no claim against us for making such payment.
6. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of Services stated in the Tender.....dated .....and work order dated .....and that it shall continue to be enforceable till .....[Name of Service Provider] performs the Services completely and to the satisfaction of HLL and till HLL certifies that the Services have been fully and properly performed by .....[Name of Service Provider] and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before .....we shall be discharged from all liabilities under this guarantee thereafter. And the last date of lodgment of claim will be .....



7. This Guarantee will remain in force up to .....unless a claim or a demand in writing is made against the Bank in terms of this guarantee on or before .....all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

8. We, the Bank, further agree that HLL shall have the fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the Tender .....dated ..... and work order dated ..... or to extend time of performance by .....[Name of Service Provider] from time to time or to postpone for any time from time to time any of the powers exercisable by HLL against .....[Name of Service Provider] and to forbear or enforce any of the terms and conditions relating to the Tender ..... dated ..... and work order dated and we shall not be relieved from our liability by reason of any such variation, or extension being granted to .....[Name of Service Provider] or for any forbearance, act or omission on the part of HLL or any indulgence by HLL to .....[Name of Service Provider].

9. This guarantee will not lapse due to change, if any, in the constitution of the bank or .....[Name of Service Provider] or HLL.

10. We, the Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of HLL in writing.

11. Notwithstanding anything contained herein before, the liability of the Guarantor under this Guarantee is restricted to Rs.....[Rupees.....].

Dated the ..... at .....

(Seal, name & address of the Bank and address of the Branch)

**ANNEXURE - IV**

**Bidder's Information**

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company.	Date :		
		Ref:		
5	Valid GST registration no			
6	Permanent Account Number (PAN)			
7	Name & Designation of the contact person to whom all references shall be made regarding			
8	Telephone No. (with STD Code)			
9	E-Mail of the contact person:			
10	Website			
FINANCIAL DETAILS (As per audited Balance Sheets )				
11	Year	2017-18	2018-19	2019-20
12	Net worth			
13	Turn Over			
14	PAT			

**Name:**

**Designation:**

**Signature:**

**Date:**

**Place:**

## ANNEXURE - V

### Bidder's Experience

*A - Bidder's Organization*

[Provide here a brief description of the background and organization of your firm/company. The brief description should include ownership details, date and place of incorporation of the company/firm, objectives of the company/firm etc

.

*B - Bidder's Experience*

[Using the format below for each Project for which your company/firm was legally Contracted either individually or as a corporate entity for providing Website and Mobile Application design/development and Maintenance Services

Sl.No	Name of Client	Nature of Services	URL	Period	Approximate cost of contract/Project cost

**Note:** Please provide documentary evidence from the client wherever applicable.

Signature:

Name:

Designation:

Date:

Place

**ANNEXURE- VI**

**Client Details**

Provide details the client details wherever available:

<b>Sl.No</b>	<b>Name of Client</b>	<b>Contact person and Designation</b>	<b>Contact Details with e-mail</b>	<b>Preferable time to contact</b>

Signature:

Name: -

Designation:

Date:

Place

**ANNEXURE - VII**

**FINANCIAL BID**

Sl. No	Item Description	Amount in INR (A)	Tax in INR (B)	Total amount in INR
1	Revamping and Redesigning of Website and Mobile Application development			
2	AMC Charges after 1 year of warranty period			
	<b>Total Amount in Figures</b>			
	<b>Total Amount in Words</b>			

Total Amount for (SI No 1 + SI No 2) in figures = Rs.....

Total Amount for (SI No 1 + SI No 2) in Words = Rs.....