



**एचएलएल लाइफ़केयर लिमिटेड**  
(भारत सरकार का उद्यम)

**Request for Proposal**  
**for**  
**Supply and Implementation of**  
**Board Meeting Management Software.**

**Corporate and Registered Office**

HLL Bhavan, Poojappura,  
Thiruvananthapuram- 695012  
Kerala, India.

Tel: +91- 471-2354949

Website: [www.lifecarehll.com](http://www.lifecarehll.com)

CIN: U25193KL1966GOI002621

## **LETTER FOR INVITATION**

Date of Issuance: 30.09.2016  
Ref. No.: HLL/CHO/IT/CS/2016

To,

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Dear Sir,

HLL Lifecare Limited (HLL) a Govt. of India Enterprise under the Ministry of Health and Family Welfare invites proposals for a software package that will enable electronic versions of Board meeting papers to be securely, accurately and accessibly provided to Board members from eligible bidders satisfying the eligibility criteria set out in this document.

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

May please visit HLL website at [www.lifecarehll.com](http://www.lifecarehll.com) or contact the following for more technical details:

Thanking You,

Yours Faithfully,

**L. Ajithkumar**

Associate Vice President (IT),  
HLL Lifecare Limited,  
Corporate and Registered Office,  
HLL Bhavan, Poojappura P.O,  
Thiruvananthapuram, Kerala -695012  
Phone No: – 0471-2354949, 2358014 (Direct)  
Email : ajith@lifecarehll.com

## **Disclaimer**

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

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

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

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

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

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

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## IMPORTANT INFORMATION

Sl.No	Events	
1	EMD	25,000/-
2	Bid Validity	180 days
3	Last date for submission of Bids	21.10.2016, 15.00 Hrs
4	Opening of Technical Bids	21.10.2016, 15.30 Hrs

## **CHAPTER - 1**

### **1. About HLL Lifecare Limited [HLL]**

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

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

HLL is addressing various public health challenges facing humanity. HLL is manufacturing and marketing widest range of Contraceptives. It is unique in providing a range of Condoms, including Female Condoms, Intra Uterine Devices, Oral Contraceptive Pills (Steroidal, Nonsteroidal and Emergency Contraceptive Pills) Contraceptive Cream, and Tubal Rings.

HLL's Healthcare product range include: Blood Collection Bags, Surgical Sutures, Auto Disable Syringes, Vaccines, Women's Health Care Pharma products, In - Vitro Diagnostic Test Kits, Hydrocephalus Shunt, Tissue Expanders, Needle Destroyers, Blood Bank Equipment, Iron and Folic Acid Tablets, Sanitary Napkins, and Oral Re-hydration Salts.

## **1.2 Invitation for the Bids**

HLL Lifecare Ltd (HLL), hereinafter referred to as the “Purchaser” is pleased to invite sealed bids for the engagement of agency for Supply, Customization, Deployment and Maintenance of software package that will enable electronic versions of meeting papers to be securely, accurately and accessibly provided to Board members as per Terms and Conditions detailed in this tender document.

By moving to paperless Board meetings, HLL intends to avoid errors associated with printing, collating and delivering meeting papers. HLL also envisages that this approach will reduce time pressures, bulky meeting paper packs and environmental impact.

Interested eligible bidders may obtain further information and inspect the bid documents at our office during office hours on all working days. A complete set of tender documents may also be downloaded from our website at [www.lifecarehll.com](http://www.lifecarehll.com).

## **1.3 Eligibility Criteria/ Pre-qualification**

- a) The bidder should have been in operations for a period of at least 3 years as on last date of bid submission. Attach an undertaking to this effect.
- b) The bidder shall be the single point of contact for HLL.
- c) The bidder should have successfully completed at least 3 similar projects during the last two years. Attach documentary proof in support.
- d) Bid should accompany an earnest money deposit of Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of a Demand Draft drawn from a Scheduled commercial bank in favor of ‘HLL Lifecare Limited’ payable at Thiruvananthapuram. No other mode of payment will be accepted as EMD. The bidders are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of demand draft, any failure to comply with the same shall be at the risk of the bidder.

- e) The bidder should submit valid documentary proof of Sales Tax/VAT and the details of income tax registration number (PAN).
- f) The bidder should not have been blacklisted by any state/central Government organizations/firms/institutions for which a declaration stating that the bidder has not been blacklisted by any institution of the Central/State Government in the past three years should be submitted.
- g) The bidder should have a positive net worth during last three years. (Supported with Audited Balance Sheet and Profit & Loss Account or Annual Report for the last three financial years.
- h) The bidder must fulfill the above eligibility criteria/ pre-qualification conditions for evaluation of their bids. Bids fulfilling the above eligibility/ pre-qualification conditions will only be evaluated by the duly constituted evaluation committee. HLL reserves the right to reject the bid without making any reference to the bidder.

**Note:**

The Bidder will be required to return the original Tender Document duly signed by competent authority on each page as a part of the response to the Tender. It shall be expressly agreed therein by the Bidder that he has read and understood the complete Tender Document and shall comply with the same.

**1.5. Submission and Opening of Bids**

**Definitions**

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



### 1.5.1 Submission of Bid:

The Bidding Process comprises two parts, viz.

Part I : Techno-commercial unpriced Bid  
&  
Part II : Price Bid.

Every Bidder is required to submit his bid in two parts – a Techno-commercial unpriced bid and a priced bid, in separately sealed envelopes super scribed as Techno-commercial unpriced bid and Priced bid respectively. Sealed copy of both Techno-commercial unpriced Bid and Price Bid should also be submitted separately along with the bid.

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

### 1.5.2 Date of Submission

Time Schedule for submission of Bid is as under –

<b>Last date &amp; time for submission of Techno-Commercial Bid</b>	<b>21.10.2016, 15.00 Hrs.</b>
<b>Date &amp; time of opening of Techno-Commercial Bid</b>	<b>21.10.2016, 15.30 Hrs.</b>
<b>Date &amp; time of opening of Price Bid</b>	<b>To be separately intimated to the technically qualified bidders.</b>

### 1.5.3 The Bids should be addressed to:

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

- 1.5.4 No Email/Fax bids will be accepted.
- 1.5.5 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser shall be rejected and returned unopened to the bidder.
- 1.5.6 Any subsequent corrigendum/ addendum etc. to this tender shall be ipso facto applicable to this tender.

## **CHAPTER - 2**

### **2.1 SCOPE OF WORK**

The software is intended for the four Boards (HLL Board + 3 subsidiaries of HLL), with around 30 members at present (there are some common members) and each member may have a personal assistant. The four Boards together will have a minimum of 10 associated administrators. Flexibility is required to add and remove users as well as potentially increasing the total number of boards.

The application must be Cross-Platform Support, potentially with iOS devices, Android devices or Windows PC/Mac capabilities. Hosting must be within India, preferably at HLL premise or through the software provider. Security is a major concern for HLL; secure distribution, hacking resistance, remote/automatic delete functions, user-dependent document restrictions and offline access should all be addressed in your bid document.

Administrators must have background control; password regulation, paper drafting, access restriction, meeting attendance recording and the ability to assign actions arise. Ability to update versions of meeting papers should coincide with user synchronization to the latest version. There must be options to email meeting invitations to members and options for administrators and board members to access multiple board meeting papers.

The user interface should be easy to navigate, with meeting agendas, papers and appendices all linked in a logical manner. The documents must be available online and offline. The annotation should be straightforward, with highlighting, notes and free drawing options.

Finally, the software provider must provide training and support, both initial and ongoing (i.e. to new board members as they join). This should include training for administrators

and users. Also, technical support for problem solving and software glitches should be provided as and when required.

Requirement of any other third party software should also be part of the bid and should be made inclusive of the offer. New Releases / Patches / Upgrades if any, should be provided at no extra cost.

### **Elements to include in your bid document**

- Suggested period of the contract, and break clauses
- Type of software licenses, if any (users, administrators and personal assistants etc.) with complete documentation of software licenses whether developed by the bidder or acquired from others.
- Details of training and support options.
- Schedule of delivery and training.
- Details of hardware requirements for hosting the solution.
- Recommended hosting arrangements, if the bidders offers hosting other than by HLL, details of security arrangements and back-up arrangements
- Details of main security features; including a remote delete feature and password management.
- Recommended tablet /mobile (or PC) device(s) with appropriate compatibility specifying which device(s) and version(s) the software works on
- Details of administrative features; e.g. document restrictions, paper versioning and document approval trail
- Details of any unique selling points that you may offer over other providers

### **2.2 Delivery schedule**

The project should be completed in 8 weeks from the date of issue of purchase order.

## **CHAPTER 3**

### **3. INSTRUCTIONS TO BIDDERS**

#### **3.1 Cost of Bidding**

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

#### **3.2 The Tender Document**

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

#### **3.3 Preparation of Bids**

The following sealed envelopes indicating name of the bidder & Tender No. to be submitted to HLL

- a) EMD – in a separate envelope mentioning 'EMD'
- b) Technical Bid Documents - in a separate envelope mentioning 'Technical Bid'

The content of the envelope, tender number, bidder's name & address should be clearly marked on the top of the sealed envelopes.

All pages of the bid submitted must be signed and sequentially numbered by the authorized signatory of the bidder in acceptance of all the terms and conditions, irrespective of the nature of the content of the page in the format: "Current page no./total no. of pages". Unsigned and Unstamped bids shall be summarily rejected.

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

- 3.4.1 The Bidder must submit Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand only) along with the Technical Bid in the form of Demand Draft valid for a period of six months from any Nationalized Bank in favor of HLL Lifecare Ltd., Thiruvananthapuram payable at Thiruvananthapuram. Non-submission of EMD will lead to rejection of the bid.
- 3.4.2 The EMD is interest free. The EMD of the unsuccessful bidder will be returned after acceptance of purchase order by the successful bidder.
- 3.4.3 The EMD of the successful bidder shall be returned after the acceptance work order.
- 3.4.4 The EMD may be forfeited:-
- a) If the bidder withdraws his bid during the period of bid validity specified by the bidder.
  - b) In the case of the successful bidder, if the bidder fails to accept the order and submit the security deposit.

### **3.5 Performance Guarantee**

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

The Bidder shall furnish a Performance Guarantee in the form of DD issued from any Nationalized Bank in India and having a branch at Thiruvananthapuram, within 15 days from the date of issue of Purchase Order by HLL, for an amount equivalent to 10% of the value of the order, valid for a period of One Year from the proposed Go-live date. On satisfactory performance and completion of the

order in all respects and duly certified to this effect by an authorized HLL official and the Performance Guarantee will be returned to the Bidder.

### **3.6 Eligibility/ Pre-Qualification Criteria**

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

### **3.7 Technical Bid** - The Technical Bid should comply with the pre-qualification criteria as per clause 1.3 chapter 1. The Technical offer should be completed in all respects and contain all information asked for, except commercials.

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

- a) Pre-qualification Criteria : clause 1.3 chapter 1
- b) Product evaluation details
- c) Methodology to be followed in execution of the project
- d) Technical documents confirming the experience in the relevant field.
- e) Bid Security in the form of EMD (Demand Draft) specified in Clause 3.4
- f) Any other relevant information.

**Note:** The bidder should submit self/company attested photocopies of the documents wherever required

### **3.8 Commercial Bid**

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

3.8.2 Organizational structure of the Bidder & escalation mechanism for technical and commercial issues

3.8.3 Once the bid is submitted in a sealed cover by the bidder, the purchaser will not accept any additions/ alterations/ deletions of the Bid. However, the purchaser reserves the right to seek clarification or call for supporting

documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by the purchaser.

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

### **3.9 Deadline for submission of Bids**

- 3.9.1 No bids will be accepted after the specified date & time clause 1.5.2 and 1.5.3. In the event of the specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the same time on the next working day.
- 3.9.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the tender documents.
- 3.9.3 From the date of issue, the amendments to Tender Document shall be deemed to form an integral part of the Tender Document.

### **3.10 Delayed Bids**

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



### **3.11 Evaluation and Comparison of Bids**

1. HLL will open the EMD envelope first and then the Eligibility/Technical Bid respectively. In case, the EMD/Eligibility/Technical bid is/ are not found in order the bid are liable for rejection.
2. The Technical Evaluation comprises of two parts:
  - (a) Product (Technical) Evaluation - 40 points and
  - (b) Presentation/Demonstration – 10points.
3. The product evaluation comprises of the performance of bidders in the technical compliance report. The technical compliance sheet needs to be duly filled and deviations (if any) shall be mentioned clearly.
4. The bidder having a total score of 28 or more out of 40 points will be called for a Presentation/demonstration. Presentation will be evaluated on a total 10 marks. They will be intimated in advance for Presentation and no request for extending time for presentation will be entertained. Failure to present may result in rejection of its bid.
5. During and after the presentation, HLL may seek explanations on various technical and other requirements and may also conduct a reference check for the experience credentials submitted by the Bidder. Bidder has to appropriately respond to any explanations sought by HLL within 2 (two) working days. Scoring of presentation would be done on the basis of contents of the presentation and the response/explanations received from the bidder. Any explanation received after the timeline of 2 (two) working days would not be considered for the purpose of scoring.

6. **The minimum cut off score for the bidder to qualify for financial evaluation will be 35 or more out of 50 points.** [Part (A) + (B)]

**Part A: Response to Product (Technical) Evaluation Criteria**

The below technical compliance sheet needs to be duly filled and deviations (if any) shall be mentioned clearly

<b>Category</b>	<b>Criticality</b> (E- Essential D- Desirable)	<b>Responses</b> (Straight Fit (SF) Customization (CZ) Not Available (NA))
<b>Costing</b>		
Flexibility for user numbers	E	
Potential reduction of average cost if user numbers increase	E	
Option for reduced cost/free access for administrators	E	
Free access for personal assistants	D	
Already a provider for a governmental/non-departmental body (aiding harmonization)	D	
<b>IT and security</b>		
Hosting in India (by HLL or by provider)	E	
If hosted by provider, ensure regular backup and security provision	E	
Security tested for resistance to hacking	E	
Secure distribution	E	
PDF conversion upon upload	D	
Ability to disable printing of documents	E	
Ability to disable emailing of documents	E	
Ability to delete files remotely	E	
Usability on and offline	E	
Document versioning to highlight where previous versions have been uploaded	E	
Synchronization upon login to ensure latest document versions	E	
Passwords to be managed by HLL administrators	E	

Ability to set password update regularity	E	
Capability for power point documents	E	
Capability for large spreadsheets	E	
HLL administrators control of automatic time-out	D	
Remote locate option (to find lost devices)	E	
Administrator controlled automatic deletion after meeting	E	
<b>Administrator interface</b>		
Password and registration control	E	
Papers issued in draft form to selected individuals for approval	E	
Ability to restrict access	E	
Record and report on attendance	E	
Ability to have different administrators for different meetings/boards	E	
Ability for administrators to work on more than one meeting	E	
Issue meeting invitations through software or outlook	D	
Pull out agenda tab	D	
Pagination ability within agenda items	E	
<b>User interface</b>		
Annotation tools – highlighting and commenting	E	
Annotation tools – free drawing, underlining, strike through	E	
Ability to annotate offline	E	
Annotations can be automatically deleted	E	
Annotations can be automatically saved	E	
Annotations on previous document versions remain available	E	
Annotations can be sent via email	E	
Logical/easy navigation	E	
Bookmark capability	E	
Ability to link documents so annexes follow logically	D	
Ability to link documents to meeting agenda	D	
Segregate organisation board packs, where a user sits on multiple boards	E	
Map function	D	

<b>Training and support</b>		
Training offered for administrators	E	
Training offered for users	E	
Software support offered	E	
Backup arrangements for service outage	E	

## **Part B: Demonstration & Presentation**

The bidder having a total score of 28 or more out of 40 points will be called for a Presentation/demonstration to HLL on a suitable date, time and location decided by HLL. Presentation will be evaluated on a total 10 marks. The purpose of the demonstration would be to allow the Bidder to demonstrate the product end to end in a real-time environment to have a look and feel of the proposed product. The purpose of such presentations would be to allow the bidders to present their proposed approach to the committee and the key points in their proposals. Failure to present may result in rejection of its bid.

During and after the presentation, HLL may seek explanations on various technical and other requirements and may also conduct a reference check for the experience credentials submitted by the Bidder. Bidder has to appropriately respond to any explanations sought by HLL within 2 (two) working days. Scoring of presentation would be done on the basis of the contents of the presentation and the response/explanations/clarifications received from the bidder. Any explanation/clarification received after the timeline of 2 (two) working days would not be considered for the purpose of scoring.

### **3.12 Evaluation of Price Bid**

The committee will open the Price Bid (Envelop II) of only those Bidders who qualify in technical bids by scoring minimum 35 marks (out of 50 marks) as mentioned in Para 3.11.6. The date, time and place for opening the Price Bids will be communicated to the eligible bidders. The Bidders may send their representatives to attend the opening if they wish. The comparison shall be of all-

inclusive price, such price to include all costs as well as duties and taxes payable. Bids will be evaluated on the basis of lowest quote (L1) for Total of Price Schedule. The order shall be placed on L1 bidder. The decision of HLL arrived at, as per above will be final and no representation of any kind shall be entertained.

### **3.13 Signing of Contract**

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

### **3.14 Terms of Payment**

- a. 50% payment on successful implementation of application as mentioned in the Purchase Order/ bid document duly certified by the authorized official of HLL.
- b. 30% payment after successful completion of Testing and Training to the satisfaction of authorized officials of HLL.
- c. Balance 20% payment after the final go live of the application.

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

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

### **3.15 Languages of Bid**

All bids and supporting documentation shall be submitted in English and should be clear, free from jargons and ambiguous words or phrases requiring

interpretation. Expressions like “subject to availability”, “subject to acceptance”, “to be provided later” etc. shall not be accepted.

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

## **CHAPTER 4**

### **GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

#### **4.1 Scope of Work**

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

#### **4.2 Project Plan**

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

#### **4.3 Design and Development**

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

#### **4.4 Online Help Facility**

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

#### **4.5 Product Upgrades**

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

#### **4.6 Acceptance Tests**

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

#### **4.7 Go-Live**

- Upon the successful conclusion of the Acceptance Tests, HLL shall take over the Solution implemented. However, taking over by HLL in no way relieves the Bidder of its obligations under this Contract.
- During the defect liability period, the Bidder shall provide hand holding services to HLL for optimum utilization of the solution.



#### **4.8 Defect Liability**

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

#### **4.9 Comprehensive Maintenance Contract**

- CMC for the support - This can be extended for a minimum period of three years from the date of installation, after which the same will be renewed on mutually agreeable terms and conditions.
- HLL reserves the right to cancel any of the above CMC contracts after giving three month notice in case the service provider under the respective CMC contract is not satisfactory.

- The CMC Contract should cover the services which the Supplier provides normally under support contract and shall include minimally the following support
  - Periodic site visits.
  - Tuning of solution / Database software.
  - Error correction
  - Assisting HLL on technological upgrades / enhancements

#### **4.10 Ownership of Documents and Copy Rights**

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

#### **4.11 Transfer of Ownership**

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

#### **4.12 Patent Infringement**

- The Bidder shall protect, indemnify and save harmless HLL, its employees, directors, customers and users of his products, against all liability, including cost, expenses, claims, suits or proceedings at law in equity or otherwise, growing out of or in connection with any actual or alleged patent infringement (including process patents, if any) or violation of any license and will defend or settle at the Bidder's own expense any such claims, suits or proceedings.
- HLL will notify the Bidder in writing of any such claim, suit, action or proceeding coming to his attention, giving authority and all available information and assistance for the Bidder's defense of the same. The Bidder shall appoint a counsel at his own expenses in consultation with HLL to collaborate in the defense of any such claim, suit, action or proceeding.

#### **4.13 Liquidated Damages for Delays**

If the bidder fails in the due performance of the contract within the time fixed by the contract or any extension thereof, bidder shall be liable to pay liquidated damages to the extent of a sum of 1% of the contract value per week, subject to a maximum of 10% of the contract value. Once the maximum is reached, HLL may consider termination of the contract. In assessing such delays, HLL's Project Manager's decision is final and binding on the bidder. The penalty for late delivery will be deducted from the bill amount.

#### **4.14 Termination of Contract**

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

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

#### **4.15 Governing Law and Disputes**

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

#### **4.16 Corrupt or Fraudulent Practices**

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

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

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

#### **4.17 Indemnity Clause**

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

instruments to comply with all the requirements of such laws and regulations as may be necessary thereunder to confirm and effectuate the Contract and to protect HLL.

- HLL shall not be in any way held responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by Bidder under this contract.

#### **4.18 Force Majeure clause**

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

#### **4.19 Miscellaneous**

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

- 4.19.2 No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid and forfeiture of EMD/Security Deposit.
- 4.19.3 The Bidder shall be entirely responsible for all taxes, duties, octroi, license fees, etc., incurred for performance of the services. If there is any reduction in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to HLL.
- 4.19.4 The selected bidder shall not, without HLL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of HLL in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. An NDA should be signed in this regard with HLL.
- 4.19.5 If the selected bidder is not able to fulfill its obligations under the contract, which includes non completion of the work, the HLL reserves the right to accomplish the work through another bidder and EMD / Security Deposit of bidder will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be borne by the selected bidder.
- 4.19.6 HLL reserves the right to annul the bidding process at any time prior to award of Contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the ground of HLL's action.
- 4.19.7 No boarding /lodging / travel will be provided by HLL to the staff of Bidder for attending any meeting or discussion convened by HLL or in connection

with implementation of the Board solution.. The same has to be arranged by the successful Bidder at its own cost.

**FORM FOR PRICE BID**

Having examined the Tender Document Number HLL/CHO/IT/CS/2016 dated 01/08/2016, the receipt of which is hereby acknowledged, we, the undersigned, offer supply, configuration, implementation support and maintenance of Board meeting management software under the above-named Tender in full conformity with the Bidding Documents for the sum quoted in price schedule. The following is the total bid price (inclusive of all applicable Taxes) for the scope of work described in our response to your Tender Document.

i) In figures \_\_\_\_\_

ii) In words \_\_\_\_\_

(Please quote the price in Indian Rupees only)

The breakup of the above lump sum price is attached herewith and is made part of this bid.

Thanking you,  
Yours faithfully,

<Seal and Signature of Authorized Signatory>  
<Name of Authorized Signatory>  
<Title of Authorized Signatory>



**Annexure-2**

Date:

FINANCIAL BID SUMMARY				
SI No.	Item Description	Rate exclusive of Taxes in INR	Taxes/Duties component	Total Amount inclusive of Taxes (in INR)
1	Board meeting management software			
2	Customization/ Implementation			
3	Training			
4	Maintenance & support (CAMC for three year)	1 <sup>st</sup> Year		
		2 <sup>nd</sup> Year		
		3 <sup>rd</sup> Year		
5	Hosting at HLL premise			

All bidders are requested to quote separately for hosting the solution in the cloud.

6	Hosting the solution in the cloud			
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**Note :**

Prices shall include Excise Duty, Sales Tax, VAT, WCT, Service Tax, octroi & road permit and other taxes, Transit Insurance and freight etc.