

**HLL Lifecare Ltd,**  
**Corporate and Registered Office,**  
**HLL Bhavan, Poojappura P.O,**  
**Thiruvananthapuram-695012.**

**E-TENDER DOCUMENT FOR  
ENGAGEMENT OF AGENCY FOR AUDIT OF RBD  
APPLICATION SOTWARE AT HLL**

**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

## **NOTICE INVITING TENDER (NIT)**

**IFB No: HLL/CHO/RBD-IT/E-TENDER/2025-2 DATED 14.05.2025**

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from eligible, competent and experienced parties who are capable of executing the following item/work meeting the requirements as per our tender.

<b>Sl. No.</b>	<b>Particulars</b>	<b>Description</b>
1	Name of Item/Work	ENGAGEMENT OF AGENCY FOR AUDIT OF RBD APPLICATION SOTWARE AT HLL
2	Location of Delivery/Work	The solution is centrally deployed at AWS Server. The place of audit is mainly at HLL CHO Thiruvananthapuram and should include one HLL pharmacy outlet in Thiruvananthapuram
3	Brief description of Item/Work	ENGAGEMENT OF AGENCY FOR AUDIT OF RBD APPLICATION SOTWARE AT HLL
4	Bid Security / EMD	Rs. 50,000 /-
5	Period of completion	The audit should be completed in 15 weeks from the date of issue of Contract / work order / Letter of Intent (LoI). The confirmation audit should be conducted on the observations, corrective and preventive actions for compliance should be done from 6 months from the date of submission of the approved audit report (Final report)
6	Price Validity	180 days from the date of opening of Price bid
7	Eligibility criteria for Bidders	As per Tender document
8	Last date and time for online submission of bids	<b>19-05-2025 at 15:00 hrs.</b>
09	Date and time of opening of e- tender	<b>20-05-2025 at 15:30 hrs.</b>
10	Address for Communication at HLL regarding the tender	Deputy Vice President (IT) HLL Lifecare Limited, Corporate & Registered. Office, HLL Bhavan, Poojappura, Thiruvananthapuram-695012 Phone No.0471-235 4949 Email:vsreekumar@lifecarehll.com

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## **IMPORTANT INFORMATION**

<b>Sl.No</b>	<b>Events</b>
1	Earnest Money Deposit
2	Bid Validity
3	Pre-Bid Meeting Date
4	Last date for submission of Bids
5	Opening of Technical Bids

	<b>Rs. 50,000/- (Rupees Fifty Thousand only)</b>
	<b>6 months</b>
	<b>Not Applicable</b>
	<b>19.05.2025 15.00 Hrs</b>
	<b>20.05.2025 15:30 Hrs</b>

## **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.

HLL is a multi-product, multi-unit organization 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, Non-Steroidal 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.

The company spread its wings to diversify into healthcare, with great emphasis over healthcare services. With the objective of reducing the expenditure especially through pharmacies to make available and accessible all drugs, implants, surgical, disposables etc. at highly affordable prices.

#### **1.1 AMRIT Retail Pharmacy Stores**

AMRIT stands for Affordable Medicine and Reliable Implants for Treatment. AMRIT retail pharmacy network offers more than 5200 drugs, implants, surgical disposals and other consumables. HLL Pharmacy and HLL Opticals are comprehensive medical retail outlets, started in partnership with State Governments / Medical Institutions,

Retail Business Division (RBD) of HLL Lifecare Limited has been operating with 275+ retail pharmacy outlets in 29 States / UTs. All the operations of RBD including indenting, Depot operations, Sourcing Activities, Material receipt and accounting and Sales, integration with SAP through EDI reports, MIS Reports etc. of both operations and Sourcing activities of RBD are monitoring and controlling through a third-party Pharmacy Application Software. This application software is running in a cloud-based environment. Each branch has its own server and client systems. The data generated in the branch server is synchronized with the cloud server on frequent intervals and vice versa.

## **1.2 Existing RBD-IT infrastructure**

**HLL RBD** has implemented appropriate infrastructure across its Branches, Warehouses and Procurement divisions which include:

1. Cloud Based (AWS) Database and Application Servers.
2. FTTH Connectivity at branches.
3. Local Area Network (LAN)
4. VPN connectivity through a secured Network.

### **1.3 Invitation for the Bids**

HLL Lifecare Ltd (HLL), hereinafter referred to as the "Purchaser" is pleased to invite e-tender for the engagement of agency for audit of RBD Pharmacy application implemented at HLL as per Terms and Conditions detailed in this bid document.

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

- a) Power Of Attorney issued by the competent authority in favor of person who is digitally signing/ uploading the EOI/ Bid document.
- b) The bidder should have been in operations for a period of at least 5 years as on the last date of bid submission. Attach an undertaking to this effect.
- c) The bidder's annual turnover should be at least an average value of Rs.15 Lakhs (Rupees Fifteen Lakhs only) during the last three years. The turnover refers to the bidding company alone and not the composite turnover of its subsidiaries / sister concerns etc. Attach certified documentary proof in support.
- d) Bidder should be an auditing firm having at least 5 years of experience in auditing Applications software which include at least one pharmacy application software. Attach certified documentary proof in support.
- e) The bidder should submit audit experience of at least 1 similar project involving multi location Software application during the last three years. Attach work completion certificate from the customer as documentary proof in support.
- f) The bidder should have a valid CMM Level 3 or above / ISO 9001 / ISO 27001 certification as on the date of submission of bid. Attach documentary proof in support.
- g) The bidder should have consultants having following qualifications:

- a. Technical personnel having B.Tech/BE/MCA or equivalent with CCNA/CISA/CISSP/CEH certification or equivalent

The team of auditors engaged for RBD application software audit in HLL should have one or more of the above qualifications. List of personnel to be deputed for HLL project (Annexure-6) and their CVs (Annexure-7) to be enclosed, which also cover their qualification and experience with the name of the firm they worked in the similar field.

- h) Bid should accompany an earnest money deposit of Rs. 50,000/- (Rupees Fifty Thousand Only), which shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank : HDFC BANK  
A/c number : 00630330000605  
IFSC Code : HDFC0000063  
Branch name : VAZHUTHACAUD, Thiruvananthapuram

Document of the above transactions (UTR NUMBER and DATE OF UTR) completed successfully by the bidder, shall be uploaded at the locations separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The supplier / contractor's bid will be evaluated only if payment is effective on the date and time of bid opening.

MSE units interested in availing exemption from payment of EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / Udyog Aadhaar.

- i) Bidder should submit valid documentary proof of GST and the details of income tax registration number (PAN).
- j) The bidder should not have been blacklisted by any state/central Government organizations/firms/institutions for which the statement stating that the bidder has not been blacklisted by any institution of the Central/state Government in the past

three years should be submitted.

- k) The bidder should have a positive net worth during the last three years. (Supported with Audited Balance Sheet and Profit & Loss Account or Annual Report for the last three financial years.
- l) Annexure-2- The undertaking on compliance on technical specifications, tender specification terms & conditions duly signed by the authorized representative.
- m) Annexure-3- Indemnity certificate duly signed by the authorized representative.
- n) 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. Bids not fulfilling the eligibility/ pre-qualification conditions given above shall be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances. **HLL** reserves the right to reject the bid without making any reference to the bidder.

Note: - Bidder, who are not meeting above eligibility criteria/who have not submitted the above mentioned documents shall be treated as non-responsive and their bid will be rejected.

### **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 firm who participates** in the e-tender and submits its bid.
- (c) "**The Supplier or Contractor**" means the **firm providing items and/ or services** under the contract.

#### **1.5.1 Submission of Bid:**

The Bidding Process comprises two parts, viz.

Part I: Technical Bid



&  
Part II: Commercial Bid.

Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

While submitting the technical bids only technical documents shall be submitted. **Incase if price bid is submitted along with the technical documents, the bid shall be considered non-responsive.**

Opening of Financial Bids: Bids of the technically qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section. **The financial Bid should only be uploaded via the Excel file attached in the CPP Portal.** Selection of bidder will be based on the lowest price quoted.

### 1.5.2 Date of Submission

Time Schedule for submission of E-Tender is as under -

**Last date & time for submission of**

<b>Technical Bid &amp; Commercial Bid</b>	<b>19.05.2025, 15.00 Hrs.</b>
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<b>Date &amp; time of opening of Technical Bid</b>	<b>20.05.2025, 15.30 Hrs.</b>
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<b>Date &amp; time of opening of Commercial Bid</b>	<b>To be separately intimated to the technically qualified bidders.</b>
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Note:-

For submission of bids, all interested bidders have to register online as explained in the General instructions to bidders in this document. After registration, bidders shall submit their Technical bid and financial bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).

## **CHAPTER- 2**

### **2.1 SCOPE OF WORK**

This document details the scope of work to be carried out for the RBD Application Software Audit for ***Evaluation, Review & Certification***

#### **1. *Evaluation***

The activities covered under Evaluation are appended below:

##### *1. IT General Controls Overview:*

- 1.1. Controls surrounding manage change cycle (3 levels - OS, DB and application)
  - a. Change management policies and procedures
  - b. Change requisition procedure.
  - c. Requirements analysis.
  - d. Change authorization and development.
  - e. Change testing (functional, UAT, etc.).
  - f. Change approval and migration controls
  - g. Monitoring changes in post implementation
- 1.2 Controls surrounding logical Security (3 levels - OS, DB and Application)
  - a. Account settings
  - b. Password security
  - c. User access management including user creation, modification and revocation processes for both routine and privileged functions
- 1.3 Controls surrounding backup and recovery management
  - a. Backup schedule configuration
  - b. Backup frequency
  - c. Efficiency of backup controls
  - d. Restoration testing
  - e. Restoration of data which is backed up
  - f. Storage and retention of backup

#### 1.4 Controls surrounding management of scheduled processing

- a. List of scheduled programs and classification (system, financially significant, etc.)
- b. Batch job management (including data upload through interfaces)
- c. Monitoring of scheduled programs

#### 1.5 Data communication and network controls

- a. Network architecture to understand the subnet design and deployment of the network devices in-scope
- b. Data protection techniques including encryption techniques for routers during transmission

#### 1.6 General Cloud and Branch Infrastructure - High level review of:

- a. LAN security and monitoring at Branch level.
- b. Server infrastructure including application, database report server and web servers at primary, IT-DR (IT-Disaster Recovery) sites.
- c. Virus detection and prevention procedures implemented to mitigate the virus attacks/ outbreaks including corrective procedure in the event of virus infection
- d. Corrective and preventive actions taken for security violations reported during the period of assessment.

### 2. *Application Controls Review*

- a. understanding the business process, identification of risks and mitigating controls present in the application, testing of design and operating effectiveness of identified controls (as applicable) for retail and sourcing application implemented.

### 3. *Review of BCP / DR Plans Adequacy*

Detailed review of:

- a. Business Continuity Plan (BCP) / IT - Disaster Recovery Plan (DRP) documents in place.
- b. Supporting documentation related to the BCP / DRP such as the Business Impact Analysis , Risk Assessment reports, Crisis Management Plan, IT DR procedures and workflows
- c. Actual switch planned to the DR site supporting full operations for several days
- d. Risk analysis and assessment of adequacy of BCP / DR Plans in place.

#### 4 Vulnerability Assessment & Penetration Testing

- a. Application security review including authentication mechanism to identify weaknesses / vulnerabilities.

## 2. Review & Certification

The activities covered under Review and Certification is appended below:

- a. **Review:** An exercise to review the compliance with the findings and recommendations of audit has to be undertaken by the vendor. This exercise would be undertaken after 6 months of completion and report submission of the audit.
- b. **Certification:** On completion of the compliance review, the auditing firm has to provide an audit compliance certificate to that effect.

Technical audit is required to be completed without disrupting the regular operations of **HLL** to the extent possible. If for any reason, the regular operations are required to be suspended, the same shall be aligned with the maintenance schedule of the RBD-IT team to keep the system down time to the barest minimum.

Wherever the policies are not there or inadequate, appropriate policies should be suggested for consideration and implementation. If there are standard formats for documentation, monitoring and review the same may also be provided as part of the audit report by the auditing firm.

### 2.1.3 Detailed scope of work

#### 2.1.3.1 Functional

- **Inventory Management:** Verification of features like stock tracking, reordering alerts, batch management, and expiry date tracking.
- **Point of Sale (POS):** Assessment of billing accuracy, integration with payment systems, receipt generation, and user-friendliness.
- **Customer Management:** Evaluation of customer profiles, purchase history, loyalty programs, and prescription management.
- **Order Management:** Examination of order processing, fulfillment tracking, and returns/refunds.
- **Supplier Management:** Validation of vendor details, purchase orders, and invoicing systems.

### 2.1.3.2 Compliance and Regulatory

- **Legal Compliance:** Ensure the application adheres to applicable pharmacy laws, such as prescription drug management and controlled substances regulations.
- **Data Privacy and Security:** Review compliance with local and international standards like GDPR, HIPAA, or other data protection regulations.
- **Audit Trail:** Evaluate the availability of logs for transactions, user activities, and changes made in the system.
- **Tax Compliance:** Verify the correct implementation of tax rules (GST) as applicable.

### 2.1.3.3. Technical Audit

- **System Performance:** Assessment of application speed, responsiveness, and reliability under peak loads.
- **Scalability:** Evaluation of the ability to handle increased transaction volumes and user expansion.
- **Integration:** Assessment of compatibility with third-party tools like payment gateways, accounting software, and CRM systems.
- **Usability and Accessibility:** Ensure the software is user-friendly and accessible to people with disabilities (WCAG compliance).
- **Interoperability:** Review data exchange capabilities with other healthcare systems, such as electronic medical records (EMR).

### 2.1.3.4. Security Audit

- **Vulnerability Assessment:** Identify and assess security loopholes, including risks of unauthorized access, data breaches, or system misuse.
- **Access Controls:** Verify role-based access controls, multi-factor authentication, and password policies.
- **Encryption:** Check encryption standards for data in transit and at rest.
- **Disaster Recovery:** Review backup and disaster recovery mechanisms to ensure data integrity and business continuity.

### 2.1.3.5. Reporting and Analytics

- **Dashboards:** Review the usability and functionality of reporting dashboards.

- **Insights:** Evaluate the generation of actionable insights, trends, and analytics from sales, inventory, and customer data.
- **Customization:** Assess the flexibility of creating custom reports.

#### 2.1.3.6. Reporting and Analytics

- **User Training:** Audit the availability and quality of training materials and user guides.
- **Support Services:** Assess the efficiency and responsiveness of technical support and maintenance services

#### 2.1.3.7. Testing and Validation

- **Functional Testing:** Conduct end-to-end tests for all modules to ensure they meet specified requirements.
- **Regression Testing:** Ensure updates or patches do not disrupt existing functionality.
- **User Acceptance Testing (UAT):** Collaborate with end-users to validate real-world usability and performance.

#### 2.1.3.8. Documentation and Deliverables.

- **Audit Report:**
  1. Submission of project plan.
  2. Comprehensive documentation of findings, highlighting gaps, risks, and opportunities and compliance status.
  3. Recommendations for operational improvement and technology adoption.
  4. A complete list of functional technical requirements for the application software.
  5. Suggest changes/modifications in the security policies and security architecture including network and applications to address the same.
  6. The reports of the audit findings should include categorizing it as High Risk, Medium Risk and Low Risks categories. The possible solutions for addressing the risk areas are to be clearly stated in the report.
  7. The audit report should include the details of extended sample size taken during the audit.
  8. Draft Audit report covering all the aspects of scope of work

mentioned in the tender.

9. Presentation of draft audit report to HLL.

10. Final Audit report after incorporating suggestions/comments for final acceptance

- **Compliance Certificate:** Certification that the software adheres to required standards and regulations.
- **Action Plan:** Provide a roadmap for resolving identified issues or optimizing the software.

## **2.2 Delivery schedule**

The project should be completed in 15 weeks from the date of issue of purchase order. The confirmation audit should be conducted on the observations, corrective and preventive actions for compliance should be done from 6 months from the date of submission of the approved audit report (Final report).

## **2.3 Place of Audit**

The solution is centrally deployed at AWS Server. The place of audit is mainly at HLL CHO Thiruvananthapuram and should include one HLL pharmacy outlet in Trivandrum.

### **CHAPTER 3**

#### **GENERAL INSTRUCTIONS TO BIDDERS**

1. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
2. Bid documents can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
3. The tender and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the tender document.
5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
6. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
7. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
8. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

#### **9.1 Registration**

- a) Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.



- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.
- k) MSE units interested in availing exemption from payment of EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / Udyog Aadhaar.
  - If the bidder is a MSE, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006.
  - If a MSE bidder do not furnish the UAM Number along with bid documents, such MSE unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.
  - The Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

## 9.2 Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective

'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.

- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk

### 9.3 Preparation of Bid

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>

11. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -

For any technical related queries please call at 24 x 7 Help Desk Number:

0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787

Note: - International Bidders are requested to prefix +91 as country code

E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders

are requested to contact the respective Tender Inviting Authority  
Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in), Policy Related - [cphp-doe@nic.in](mailto:cphp-doe@nic.in)

13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication is:

**Deputy Vice President (IT)**  
**HLL Lifecare Limited**  
**Corporate & Regd. Office**  
**HLL Bhavan, Poojappura,**  
**Thiruvananthapuram-695012**

15. E-mail: [vsreekumar@lifecarehll.com](mailto:vsreekumar@lifecarehll.com). The bids shall be opened online at the **Office of the Deputy Vice President (IT)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
16. More details can be had from the Office of the **Deputy Vice President (IT)** during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
17. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

#### **18. Online Tender Process:**

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- ii. Pre-bid meeting: Not Applicable
- iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

- vi. Opening of Financial Bids: Bids of the technically qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

### 19. Bid Security (EMD):

EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank	:	HDFC BANK
A/c number	:	00630330000605
IFSC Code	:	HDFC0000063
Branch name	:	VAZHUTHACAUD, Thiruvananthapuram

Document of the above transactions (UTR NUMBER and DATE OF UTR) completed successfully by the bidder, shall be uploaded at the locations separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The supplier / contractor's bid will be evaluated only if payment is effective on the date and time of bid opening.

20. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
21. HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
22. In case, it is found during the evaluation or at any time before placing of PO or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare as deemed fit.
23. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
24. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.
25. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.

### 26. Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).

**Note: - It is necessary to click on "Freeze bid" link / icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.**

**DEPUTY VICE PRESIDENT (IT)**

## **CHAPTER 4**

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

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

- i) The scope of work of this contract will include all the services detailed in Chapter 2 of this Tender. The bidder shall be the single point of contact for HLL.

#### **4.2 Terms of Payment**

- a. 40% payment on successful submission of draft reports and documents as mentioned in the Purchase Order/ bid document duly certified by the authorized official of HLL.
- b. 30% payment after successful submission of final Audit report duly certified by the authorized official of HLL.
- c. Balance 30% payment after completion of the compliance review, and issuance of audit compliance certificate.

##### **4.2.1 Payment of the Bills would be made on receipt of the following Documents.**

- Three copies of invoice.
- Audit reports counter signed by an authorized official of HLL.
- Account details for payment through RTGS/NEFT, i.e., Name of Bank, Name of Branch, IFSC Details, Account No. etc. if applicable.

#### **4.3 Liquidated Damage 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 Managers decision is final and binding on the bidder. The penalty for late delivery will be deducted from the bill amount.

#### **4.4 Termination of Contract**

4.4.1 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.

4.4.2 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 contract with HLL, should be passed on the compliance by the new company new Division in the negotiation for their transfer.

#### **4.5 Confidentiality**

This request for proposal and all materials submitted by HLL for this purpose, must be considered confidential, and may not be distributed or used for any purpose other than the preparation of a response for submission to HLL.

The Bid documents shall remain the exclusive property of the HLL without any right to the Bidder to use them for any purpose other than the preparation of a response for submission to HLL. Non-disclosure agreement (NDA) shall be signed by the successful bidder within **10 days** from the date of the Work Order. Disclosure of any part of the information contained therein to parties not directly involved in providing the services /products requested could result in disqualification and/or legal action. When submitting confidential material to HLL, the bidder must clearly mark it as such.

#### **4.6 Service Level Agreement**

The successful bidder shall sign the Service Level Agreement (SLA) within **10 days** from the date of the Work Order. The SLA will clearly define the services or

deliverables to be provided under the contract, based on mutually agreed terms and conditions.

#### **4.7 Conflict of Interest**

HLL requires that bidder strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration during the Software Audit services. In case the bidder has any subsisting interest, either by themselves or through their partners, that is likely to conflict the work specified in the Scope of Work, HLL reserves the right to accept or reject such bids.

#### **4.8 Governing Law and Disputes**

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

#### **4.9 Corrupt or Fraudulent Practices**

- 4.9.1 Bidders shall observe the highest standard of ethics during the procurement and execution of the contract.
- 4.9.2 HLL will reject a proposal for the award if it determines that the Bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question.
- 4.9.3 HLL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

#### **4.10 Indemnity Clause**

- 4.10.1 The firm should sign an indemnity bond (Annexure-3) to safeguard against any pirated software, equipment, design etc. being supplied to the HLL.



4.10.2 The selected bidder shall indemnify HLL against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof.

#### **4.11 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 com days, either party may, at its option, terminate the contract.

#### **4.12 Miscellaneous**

4.12.1 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.

4.12.2 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 NOA should be signed in this regard with HLL.

- 4.12.3 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 EMO / 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.
- 4.12.4 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.
- 4.12.5 HLL reserves the right to enter into similar contracts simultaneously or afterwards with any other parties, as it may deem fit at any time during the period the agreement is in force. The audit firm will not be entitled to make any representation/suggestion/complaint/claim on this account.
- 4.12.6 No advance payment shall be made to the audit firm under any circumstances
- 4.12.7 All payment shall be subjected to TDS.
- 4.12.8 If at any point of time it is detected that the over payment has been made to the Agent the same will be recovered from the subsequent bill/ performance security deposited by the audit firm.
- 4.12.9 HLL reserves a right to accept or reject all or any number of quotation(s) without assigning any reason therefore
- 4.12.10 The contract can be terminated any time during the currency of the contract by HLL if the work is not found satisfactory. The decision of HLL in this regard will be final & binding.
- 4.12.11 The audit firm is expected to maintain high level of professional ethics & will not act in any manner, which is detrimental to HLL's interest. The audit firm will maintain confidentiality on matters disclosed till proper instruction is

issued for publication. HLL reserves the right to impose penalty in case of any violation of the above.

4.12.12 HLL through its authorised officers shall have right to inspect the services and should there be any need for improvement /correction, the necessary alternation shall be taken care by the audit firm.

4.12.13 If dispute or difference what so ever arising under the contract or in connection therewith including any question relating to existence, meaning and interpretation of the contract or alleged breach thereof if any arise between the Agent & HLL, the parties shall make every effort to resolve the same amicably by mutual consultations.

4.12.14 Prior permission must be taken from HLL for running any external tools/ programs if any, during the conduct of the audit. The details, scope of such tools should be documented and made available to HLL before usage of the same. The Bidder shall giving an undertaking to the effect stated below:

- (i) To maintain strict confidentiality regarding all the data and /or information gathered, obtained, gained during the audit.
- (ii) Not to share the data and /or information gathered, obtained, gained during the audit with any third party(s) whether intentionally or unintentionally.
- (iii) Share with HLL a decoded transcript of all the audit report, any secondary report, data and /or information gathered, obtained, gained during the audit together with explanation, clarification sufficient enough for HLL to decipher the contents ;
- (iv) Adequately compensate HLL for any deviation from the matters mentioned in (i) and (ii) above.

- 4.12.15 No boarding / lodging / travel will be provided by HLL to the staff of Bidder. The same has to be arranged by the successful Bidder at its own cost.
- 4.12.16 The successful bidder shall not be assigned or transferred to any third party and any right of the contract shall not be parted-with, without previous consent of the HLL.
- 4.12.17 The successful bidder is required to submit a performance bank guarantee of 10% of the order value from any nationalized bank within 15 days of the issuance of the work order.

## Pre-qualification Criteria

SI No.	Clause	Documentary proof	Attached[y/n]	Page no of bid document
1	The bidder should have been in Operations for a period of at least 5 years as on last date of bid submission. Attach an undertaking to this effect.			
2	Power Of Attorney issued by the competent authority in favor of person who is digitally signing/ uploading the EOI/ Bid document.			
3	The bidder shall be the single point of contact for HLL. Attach an undertaking to this effect.			
4	The bidder's annual turnover should be at least an average value of Rs.15 Lakhs (Rupees Fifteen Lakhs only) during the last three years. The turnover refers to the bidding company alone and not the composite turnover of its subsidiaries / sister concerns etc. Attach certified documentary proof in support.			
5	Bidder should be an auditing firm having at least 5 years of experience in auditing of Applications software which include at least one pharmacy application software. Attach certified documentary proof in support.			
6	The bidder should have audit experience of at least 1 similar project involving multi location of Pharmacy application software during the last three years. Attach work completion certificate from customer as documentary proof in			

	support.			
7	The bidder should have a valid CMM Level 3 or above / ISO 9001 / ISO 27001 certification as on the date of submission of bid. Attach documentary proof in support.			
8	The bidder should have consultants having the following qualifications: Technical personnel having B.Tech /BE/MCA or equivalent with CCNNCISA/CISSP/CEH certification or equivalent. The team of auditors engaged for Pharmacy Application software in HLL should have one or more of the above qualifications. List of personnel to be deputed for HLL project (Annexure-6) and their CVs (Annexure-7) to be enclosed, which also cover their qualification and experience with the name of the firm they worked in the similar field.			
9	Bid should accompany an earnest money deposit of Rs. 50,000/- (Rupees Fifty Thousand Only), which shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details: Name of Bank: HDFC BANK A/c number 00630330000605 IFSC Code HDFC0000063 Branch name :VAZHUTHACAUD, Thiruvananthapuram Document of the above transactions (UTR NUMBER and DATE OF UTR) completed successfully by the bidder, shall be uploaded while submitting the bids online.			

10	Bidder should submit valid documentary proof of GST certification and the details of income tax registration number (PAN). Attach documentary Proof.			
11	The bidder should not have been blacklisted by any state/ central Government organizations / firms / institutions for which the statement stating that the bidder has not been blacklisted by any institution of the Central / state Government in past three years may please be submitted			
12	The bidder should have a positive net worth during the last three years. (Supported with CA Audited Balance Sheet and Profit & Loss Account or Annual Report for the last three financial years.			
13	The undertaking on compliance on technical specifications, tender specification terms & conditions duly signed by the authorized representative.			
14	Indemnity certificate duly signed by the authorized representative			
15	All pages of the tender document duly signed and sealed			

**Ref: - E-Tender .....Dated ..... For ENGAGEMENT OF AGENCY FOR  
AUDIT OF RBD APPLICATION SOTWARE AT HLL.**

**Undertaking on compliance of technical specifications, tender specifications and  
terms & conditions**

(To be submitted on the bidder's letter head duly signed by the authorized signatory)

-I/We hereby undertake that I/we have examined/ perused, studied and understood the Tender/ bid document No. \_\_\_\_\_ dated \_\_\_\_ and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance and without any material and/or other deviations to the said documents.

-I/We hereby undertake that I/We understand that the Scope of Work and Requirement of this tender is indicative only and not exhaustive in any manner and that the final scope of work and specification will be decided by the **HLL** at their discretion.

-I/We hereby undertake that we shall comply with the Scope of work and requirements and tender terms and conditions completely and there are no deviations of any manner and/or sort and/or kind in this regard from my/our side.

-I/We undertake to be the single point of contact for **HLL** and shall be solely responsible for all activities and for the entire scope of work and requirements as per the service levels defined in the tender document.

-I/We hereby undertake that I/We do understand that my/our bid should be as per the tender document and should be accordingly submitted to the HLL. In case of a failure to comply and/or a variation the **HLL** has got sole discretion to consider or disqualify my/our bid for the aforementioned tender/Bid document and I/We shall be not having any claim of any sort/kind/form on the same.

-I/WE hereby confirm that the solution and scope of work mentioned in this tender are workable proper and sustainable as per information provided in the tender document.

-I/We hereby declare that our company has not been banned or disqualified by any Government or any Government agencies or PSUs for a period of last five years.

-I/We hereby declare that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on **HLL** website. (<http://www.lifecarehll.com>)

-I/We hereby attach the duly signed and stamped bid document as an acceptance of tender specifications and terms & conditions with the technical bid.

-I/We hereby affirm that our response is valid for the period including the deemed period as specified in the tender document.

-I/ We will not withdraw or modify our bid(s) against referred tender

In the event of us withdrawing the bid(s) mentioned above, **HLL** will have absolute right to suspend us from participating in future tender(s) published by **HLL** for a period of 1 year; and

-I/ We hereby waive off our right to dispute any such decision of HLL to suspend us in the manner mentioned above.

-I / We, hereby agree to abide all the terms and condition of the Expression of Interest (EOI)

-I / We, hereby declare the that I am / we are fulfilling the eligibility criteria mentioned in this referred tender document

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



-I/We further certify that myself/ our organization meets all the conditions of eligibility criteria laid down in the referred tender document

Signature of Authorized Signatory:

Name of the Signatory

Date

Place

Company Name

Company Seal

## **Indemnity Certificate**

Dear Sir,

As a supplier to HLL, the indemnifier assumes liability for and irrevocably agrees to indemnify, defend and hold harmless Government of India and HLL Lifecare Limited, its Affiliates, shareholders, officers, directors, employees, agents, and their respective successors and assigns from and against any and all losses, damages, claims, actions, liabilities, proceedings, injury, cost or expenses (including counsel's fees of whatsoever kind of nature arising out of or in any way connected with the licenses granted or from the use of the supplied software/hardware/manpower etc. and related services or any part thereof.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

## **CHECK LIST**

## **Annexure-4**

### **The Documents required to be submitted by the Bidder**

- 1) Undertaking stating that the bidder should have been in operations for a period of at least 5 years as on last date of bid submission.
- 2) Power Of Attorney issued by the competent authority in favor of person who is digitally signing/ uploading the EOI/ Bid document.
- 3) Undertaking stating that the bidder shall be the single point of contact for HLL.
- 4) Certified Annual Turnover certificate.
- 5) Certified 5 years Audit experience certificate.
- 6) Work completion certificate for a similar project involving multi location of pharmacy application software during the last 3 years
- 7) Valid certificate of CMM Level 3 or above / ISO 9001 /ISO 27001 certification as on the date of submission of bid.
- 8) List of personnel to be deputed for HLL project and their CVs to be enclosed, which also cover their qualification and experience with the name of the firm they worked in the similar field.
- 9) Document of the transaction depositing the EMD of Rs. 50,000/- (UTR NUMBER and DATE OF UTR) completed successfully by the bidder.
- 10) Valid GST certification and the details of income tax registration number (PAN)
- 11) Document stating bidder not blacklisted by any institution of the central/ State govt. in the past 3 years.
- 12) CA Audited Balance Sheet and Profit & Loss Account or Annual Report for the last three financial years.
- 13) The undertaking on compliance on technical specifications, tender specification terms & conditions duly signed by the authorized representative.
- 14) Indemnity certificate duly signed by the authorized representative.
- 15) Technical Bid documents
- 16) All pages of the tender document duly signed and sealed

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

[To be filled and signed in by the successful bidder only]

This Confidentiality and Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and executed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 2025 (hereinafter referred to as the "Effective Date").

**BY AND BETWEEN**

HLL Lifecare Limited, (CIN NO: U25193KL1966GOI002621) A Government of India Enterprise under Ministry of Health and Family Welfare, having its registered office at HLL Bhavan, Poojapura, Thiruvananthapuram-695 012 ("HLL" which term shall unless excluded by or repugnant to the subject or context include their successors and permitted assignees) of the First Part;

**AND**

[name of the vendor], a [company] / [partnership firm] validly incorporated / organized and registered under the [laws of \_\_\_\_\_] with its [registered/corporate/head office] situated at [\_\_\_\_\_] and acting through its authorized representative [Name of the representative] \_\_\_\_\_ (hereinafter referred to as the "Recipient", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators, employees, consultants and permitted assigns) of the Second Part.

HLL and the Recipient shall hereinafter be individually referred to as "Party" and collectively as "Parties".

**WHEREAS:**

1. HLL has engaged the Recipient for \_\_\_\_\_ [insert the service to be provided by the Recipient] ("Service").
2. The Recipient had represented to HLL that it has the requisite professional and technical skills to provide the Services.
3. The Recipient shall be involved in provision of the Services to HLL and would therefore have access to certain data, information, documents, etc. provided by HLL or otherwise.
4. The Recipient acknowledges that during the course of provision of Services by the Recipient, there would be exchange of information, discussions, deliberations, negotiations, etc. amongst the Parties and in performance of their obligations mentioned herein, there will be significant flow of ideas, information, strategy, technical data/information from the HLL to the Recipient. The Recipient agrees that any information disclosed to the Recipient by HLL or acquired by the Recipient during such course will be used exclusively for the knowledge of the Recipient and shall not be divulged to any third party and/or not utilized for any purpose

other than for which it was disclosed without the prior written consent of HLL.

5. HLL and the Recipient have agreed to enter into and execute this Agreement on the terms and conditions set forth herein below. It has been further agreed between the Parties that there shall be a separate Confidentiality and Non-Disclosure Agreement executed between the HLL and all the employees of the Recipient who are involved in the delivery of Services under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

1. Confidential Information:

(i) "Confidential Information" shall mean all confidential and proprietary information of HLL which includes but is not limited to:

- a) All Confidential information relating to the organization, finances, processes, specifications, methods, designs, formulae, technology and business activities of and concerning HLL.
- b) Any and all information thereof in relation to the project or transaction contemplated by this Agreement, additions thereto and materials related thereto, produced at any time by the HLL.
- c) All other information and material of HLL relating to method of development/deployment, construction, manufacturing, operation, size, specification, quantity, use and service of equipment and components supplied to or used by HLL, intellectual property including, but not limited to reports, process data, test data, performance data, inventions, trade secrets, systems software, object codes, source codes, copyrighted matters, methods, drawings, computation, calculations, computer program narration, flow charts, and all documentation therefore and all the components which might form part of confidential information and might be disclosed.
- d) Any other confidential and proprietary material and information, disclosed by HLL in relation to this Agreement whether orally or in writing; provided that with regard to any information shared orally by HLL to the Recipients shall be notified to the Recipient in writing as confidential within 7 days of such discussion.
- e) Any other information provided by HLL to the Recipient or procured by the Recipient from HLL shall be treated as Confidential Information under this clause irrespective of the fact whether the same is designated or earmarked "Confidential" / "Restricted" etc. or not by HLL; or even if the same is unclassified.

(ii) Unless otherwise specified by HLL, following shall not be deemed to be a Confidential Information under this Agreement and Recipient shall have no obligation with respect to any such information which:

- a) was generally known to the public prior to the disclosure under this Agreement , provided the same is declared to be in the public domain by HLL at the time of receipt of such information; or
- b) is already known to Recipient prior to the execution of this Agreement as demonstrated by the Recipient; or
- c) is received by and/or from a third party without breach of this Agreement or any other obligation to maintain the confidentiality of such information; or
- d) is independently developed by Recipient apart from the transition as contemplated under this Agreement; or
- e) is approved for release by written authorization of HLL; or
- f) is disclosed pursuant to the lawful requirement or request of a Governmental agency, or disclosure is required by operation of law provided the Recipient gives HLL prompt notice and assists HLL, in obtaining an applicable protective order.

## 2. Non-Disclosure Covenant

2.1 Except as otherwise provided in this Agreement , the Recipient hereby agrees that in respect of all Confidential Information received from HLL by way of non-disclosure pursuant to this Agreement, the Recipient shall:-

- (i) Keep such Confidential Information absolutely secret and in confidence and treat such Confidential Information and apply the same standard of duty and care as the Recipient accords to their own Confidential Information;
- (ii) Only use Confidential Information for the permitted purpose as contemplated under this Agreement;
- (iii) Not disclose in any manner whatsoever any Confidential Information to anyone except those of its directors, officers, lawyers, consultants and advisors:-
  - a) Who need such information for the permitted purpose under this Agreement; and/or
  - b) are informed of the proprietary and confidential nature of the Information; and/or
  - c) Come under the purview of this Agreement by virtue of the Recipient's acceptance same.
- (iv) Not disclose in any manner whatsoever the existence of this Agreement, the terms contained in this Agreement or the exchange of information by the Parties pursuant to this Agreement to a third party.

- (v) The non-disclosure obligation of the Recipient under this Agreement shall apply during and after the termination of the Agreement unless and until released in writing by HLL after the expiry of the Contract for service, the Recipient agrees that all conditions and obligations imposed under this Agreement apply during the time that the Recipient has access to Confidential Information and at all times thereafter.

2.2 The Recipient further agrees not to divulge any Confidential Information or not to do any act or divulge any information of any nature whatsoever which shall be prejudicial to the safety or interests of HLL or the Government of India including but not limited to those mentioned herein below:-

- (i) make any sketch, plan, model, or note using the Information provided by HLL which might be directly or indirectly, useful to any third party;
- (ii) obtain, collect, record or publish or communicate to any other person any secret/ official code or password, or any sketch, plan, model, or note or other document or information which might be, directly or indirectly, useful to any third party or which relates to a matter of disclosure of which is likely to affect the sovereignty, integrity or security of India or friendly relations with foreign States using the Information provided by HLL.

2.3 As regards the Confidential Information and acts or information as mentioned in Clause 2.2 above, the Recipient hereby agrees that the Recipient shall not:

- (i) communicate the Confidential Information, code or password, sketch, plan, model, article, note, document or information to any person unless authorized in writing by HLL; or
- (ii) use the information provided by HLL in its possession for the benefit of any foreign power or in any manner prejudicial to the safety of the State; or
- (iii) retain any Confidential Information, code or password, sketch, plan, model, article, note, document in its possession or control when it has no right to retain it, or fails to comply with all directions issued by HLL with regard to return or disposal thereof; or
- (iv) failure to take reasonable care of, or so conduct itself so as to endanger the safety of the Confidential Information, sketch, plan, model, note, document, official code, password or information provided by HLL.

### 3. Other Obligations of the Recipient

- (i) The Recipient hereby acknowledges that as a result of its access to the Confidential Information, it will occupy a position of trust and confidence and maintain the confidentiality of all the Confidential Information shared by HLL and without limitation of the foregoing, the Recipient agrees not to do the following:-
  - a. Communicate or disclose, directly or indirectly, any of the Confidential Information,

in full or part thereof to a third party, or

- b. Take any other action which may lead to breach of the confidential and propriety nature of such Confidential Information provided by HLL.
- (ii) The Recipient shall take reasonable steps to maintain the security and confidentiality of the Confidential Information and take reasonable steps to cause its officers, employees; and affiliates to comply with the Agreement, as fully as if such persons had executed this Agreement and made the same Agreement as to themselves with respect to the Confidential Information as is made herein by the Recipient.
- (iii) The Recipient acknowledges that such Confidential Information provided by HLL shall remain the property of HLL and that the disclosure and/or provision of Confidential Information by HLL is solely for the purposes as stipulated by HLL and shall not be used directly or indirectly to gain a competitive advantage over or negatively affect HLL.
- (iv) The Recipient acknowledges and agrees that it shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his own or any other purpose, any of the Confidential Information provided by HLL that is or may be revealed to him by HLL unless specifically authorized to do so in writing by HLL.
- (v) The Recipient acknowledges that any and all the Confidential Information that may be disclosed by HLL under this Agreement is the valuable property of HLL and is highly proprietary and confidential in nature. The Recipient further acknowledges that the disclosure, distribution, dissemination and/or release of the Confidential Information by the Recipient without the prior written consent of HLL will cause HLL to suffer severe, immediate and irreparable damage. The Recipient agrees that in the event the Recipient does disclose, disseminate, distribute and/or release the Confidential Information provided by HLL which comes into its possession or knowledge as a result of this Agreement, without the prior, written consent of HLL, then HLL shall be entitled to seek immediate injunctive relief in order to enforce the provisions of this Agreement.
- (vi) The Recipient further agrees to take reasonable steps, no less rigorous than those taken to protect its own confidential and proprietary information to prevent any unauthorized/inadvertent disclosures of the Confidential Information. The Recipient agrees that upon termination of this Agreement, the Recipient shall forthwith return to HLL and/or provide proof of destruction any and all Confidential Information or any other information as mentioned under clause 1, 2.2 and 2.3 of this Agreement and all components which and might form part of Confidential Information and might be disclosed.
- (vii) The Recipient shall restrict its discussions or negotiations with any third party during the term of this Agreement except with prior written permission of HLL. However, the said permission of HLL may be subject to:
  - (a) For services-include terms which restrict the deployment of the same personnel who are working on HLL project with any other organization without permission of HLL during engagement with HLL.



- (b) For products- The configuration, deployment details, etc. of the products provided by the Recipient to HLL shall not be discussed by the Recipient with any third party.

#### 4. SECURITY OBLIGATIONS OF THE RECIPIENT

- (i) The Recipient hereby agree and acknowledges that only a limited number of persons who have direct concern with delivery of Services under this Agreement shall peruse any confidential information received from HLL.
- (ii) The Recipient agrees and acknowledges that any confidential information will at all time and during all stages remain in the personal custody of the person to whom it was addressed or entrusted to the personal custody of person who is directly concerned with delivery of Services under this Agreement
- (iii) The Recipient further agrees and undertakes not to send or otherwise communicate with respect to any confidential information under this Agreement except by way of secure communication lines and surreptitious eves-dropping, monitoring and masquerading on the communication lines should be safeguarded against. Further, the recipient shall ensure any unauthorized physical access to computer terminals is prevented and under no circumstances are any physical copies of the confidential information carried loose in the hands of the persons dealing with the confidential information.
- (iv) The Recipient further agrees and acknowledges that it is not authorized to carry any physical copies of confidential information to his residence. If any person loses confidential information after taking it to his residence with prior authorization of HLL, the provision of Penalty as stipulated in the Clause 5 of this Agreement shall be applicable.
- (v) It is further agreed between the Parties that in the event of any violation or breach of any of the sub-clauses of Clause 4 committed by the Recipient, the provision of Penalty as stipulated in Clause 5 of this Agreement shall be applicable.

#### 5. PENALTY

It is agreed between the Parties that in the event of any breach or default or offence committed by the Recipient under this Agreement, HLL shall be entitled to take appropriate legal action against the Recipient, both civil as well as criminal, under the Official Secrets Act, 1923, Indian Penal Code, 1860, Information Technology Act, 2000, or any applicable laws prevalent in India or any other relevant statutory enactment of legislation in India. In such an eventuality, HLL further reserve its right to take any other appropriate action, in law or otherwise, against the Recipient, as it deems fit and necessary.

The Recipient agrees that nothing in this Agreement constitutes a waiver by HLL of the right to prosecute the Recipient for any statutory violation.

## 6. MISCELLANEOUS

- (i) Interpretation: The interpretation of HLL with respect to the provisions of this Agreement shall be accepted by the Recipient.
- (ii) Supersession: This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings pertaining to the subject matter hereof.
- (iii) Indemnification: The Recipient agrees to indemnify and hold HLL harmless for any cost, damage, losses, penalty and/or liability or claims incurred by or made against HLL due to any breach, non-observance, failure or any other act leading to breach or omissions on part of the Recipient in the performance of this Agreement.
- (iv) Amendments: The Agreement may be amended at any time by mutual agreement of the Parties in writing. No amendment, variation or modification of this Agreement shall be valid unless it is made in writing and signed by an authorized representative of each Party.
- (v) Severability: If any provision in this Agreement is held by a court or any competent authority to be void or unenforceable, then such provision shall be deemed to be severed, but the validity and enforceability of the remaining provisions shall not be affected, unless enforcement of this Agreement without the invalidated provision would be grossly inequitable under all of the circumstances or would affect the primary purposes of this Agreement.
- (vi) Waiver: The non-exercise of or delay in exercising any power or right by HLL shall not operate as a waiver of its power or right. A waiver by a Party shall be valid only if such waiver of power or right is in writing and is signed by a duly authorized officer of such Party.
- (vii) Relationship between the Parties: Each Party is an independent contractor and not an agent or a partner of, or joint venture with, the other Party for any purpose. Neither Party by virtue of this Agreement shall have any right, power of authority to act or create any obligation, express or implied, on behalf of the other Party.
- (viii) Notices: Every notice, demand or other communication under this Agreement shall:
  - a. Be in writing, delivered by hand, or by registered AD post or Speed post AD or by email as notified by parties.
  - b. Be sent to the parties at their principal place of business in India or to such other address as either party may in writing hereafter notify to the other party.
  - c. Be deemed to have been received:
    - 1. When delivered by hand; at the time so delivered if during business hours on a business day for the recipient;

2. If given by registered AD post or Speed post AD, 48 hours after it has been put into post, (To be confirmed) and
  3. If sent by electronic mail (E-mail) at the completion of transmission during business hours at its destination or, if not within the business hours, at the opening of the next period of business hours, but subject to
    - a. Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notice;
    - b. The sender not receiving any telephone calls from the recipient, to be confirmed in writing, that the fax has not been received in legible form; and
- (ix) Governing Law and Jurisdiction: This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and all disputes arising out this Agreement shall be subject to jurisdiction of the appropriate Court of Thiruvananthapuram, Kerala, India.

IN WITNESS WHEREOF, the Parties have hereunto set and subscribed their respective hands, the day, month and year first above written.

SIGNED AND DELIVERED for and on behalf of HLL Lifecare Limited represented by  
Designation: \_\_\_\_\_

Name: \_\_\_\_\_

WITNESSES:

- 1.
- 2.

SIGNED AND DELIVERED by and on behalf of \_\_\_\_\_  
[Recipient]

Represented by its Authorized Signatory,

Mr. /Ms. \_\_\_\_\_

WITNESSES:

- 1.
- 2.

**KEY PERSONNEL PROPOSED FOR THIS  
PROJECTS**

Sl. No.	Sector	Number of proposed personnel	Education	Proposed Designation	Total Years of Experience	Relevant Experience in years
1.						
2.						
3.						
4.						
5.						

**CVs OF KEY STAFF**

Name of the Staff		
Designation		
Name of the firm presently employed		
Years with the firm		
Proposed position		
Details of task assigned		
Man- Months budgeted for the task assigned		
Key Qualifications		
Education		
Employment Record		
Name of the Firm	Position Held	Years of Employment