

एचएलएल लाइफ़केयर लिमिटेड

(भारत सरकार का उद्यम)

Request for Proposal (RFP) For Installation and Configuration of Uninterrupted secured connectivity between The Amazon Web Server and AMRIT Pharmacy Outlets across India

Corporate and Registered Office

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

Website: www.lifecarehll.com

LETTER FOR INVITATION

Ref. No.: HLL/RBD/IT/VPN/Tender/2023-24/01, Dated 21-July-2023
To,
Dear Sir,
HLL Lifecare Ltd invites proposals for the Installation and Configuration of Uninterrupted secured connectivity between the Amazon Web Server and AMRIT Pharmacy Outlets across India as per eligibility criteria, scope of work and terms & conditions mentioned in the tender document.
Tender documents are available in the HLL Lifecare Ltd Website (www.lifecarehll.com).
You are requested to go through the bid document carefully and submit your proposals as per the instructions and guidelines given in the document.
Thanking You,
Yours Faithfully,
Deputy Vice President (IT) HLL Lifecare Ltd.

INDEX

SI No.	Title	Page Number
1	General Instructions to Bidders	06
2	Eligibility Criteria	07
3	Scope of Work	08
4	Service and Support	09
5	Standard Clauses	10
6	Annexure -I	12
7	Annexure -II	13
8	Annexure -III	14
9	Annexure -IV	15

IMPORTANT INFORMATION

SI. No	Events			
1	Tender Ref No.	HLL/RBD/IT/VPN/Tender/2023-24/01, Dated 21-July-2023		
2	EMD	Rs.10,000/-		
3	Last date for submission of Bids	15.00 Hrs. on 05-Aug-2023		
4	Date of Opening of Bids	15.30 Hrs. on 05-Aug-2023		

Note:

- 1. Any downloading from the website is at the sole risk and responsibility of the user. HLL will not be responsible for delay/difficulty/inaccessibility of downloading facility for any reason whatsoever.
- 2. Corrigendum/addendum to this tender if any, will be uploaded in company website as mentioned above.
- 3. The bids are to be submitted in a single sealed envelope.
- 4. HLL reserves the right to reject any or all the tenders, in part to full without assigning any reason thereof.

DISCLAIMER

The information contained in this document is confidential in nature. The bidders should not share this information with any other party not connected with responding to this Bid Document.

All information contained in this Bid 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 Bid Document or subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of HLL Lifecare Ltd. shall be subject to the terms and conditions set out in this Bid 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 Bid 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 Bid Document is complete in all respects and bidders submitting their bids are satisfied that the Bid 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 Ltd. reserves the right to reject any or all of the applications submitted in response to this Bid Document at any stage without assigning any reasons whatsoever. HLL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the bids. HLL reserves the right to change/modify/amend any or all of the provisions of this Document. Such changes would be posted on the website of HLL (www.lifecarehll.com) only.

Neither HLL nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid 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.

1. ABOUT HLL Lifecare Ltd

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.

Today HLL is a group of six companies, with 9 state-of-the art manufacturing facilities and 22 regional offices spread across India. We also have global presence in 115 countries.

The Retail Business Division (RBD) of HLL is one of the youngest business division of HLL and is into the Retail Pharmacy business. Retail Business Division operates under different brands and business models even though the operating models of the Division is mostly the same. The Retail Pharmacy Chains- AMRIT, AMRIT Deendayal Pharmacies, HLL Pharmacies &Surgicals, HLL Opticals, Free Generic Pharmacies (FGP), Janasanjeevani and Jivandhara stores etc. are to name a few of their brands. Through their various outlets RBD dispense all kinds of medicines, surgical implants and consumables, Opticals and ophthalmic products, Generic drugs etc. at significant discount to MRP.

2. OBJECTIVE OF THE TENDER DOCUMENT.

The objective of this tender document is to solicit proposals from interested & eligible bidders for participation in the bidding process for selection of an agency/firm to carry out tasks mentioned in scope of work section of this tender for Installation and Configuration of Uninterrupted secured connectivity between the Amazon Web Server and AMRIT Pharmacy Outlets across India

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 bid documents may also be downloaded from our website at www.lifecarehll.com

3. **DEFINITIONS**

- 1) "The Purchaser" means the HLL Lifecare Ltd, Corporate and Registered Office, HLL Bhavan, Poojappura, Thiruvananthapuram—695 012, Kerala.
- 2) "The Bidder" means the firm who participates in the tender and submits the bid.
- 3) "The Supplier or Contractor or Agency/firm" means the firm providing items and/ or services under the contract.

4. EARNEST MONEY DEPOSIT (EMD)

SI No	Particulars	Amount
1	Tender fee	NIL
2	Earnest Money Deposit (EMD)	10,000/-

The bidder shall furnish along with its tender, earnest money for amount of Rs.10,000.00 (Rupees Ten thousand only). The earnest money is required to protect the purchaser/Customer against the risk of the bidder's unwarranted conduct as amplified under sub-clause 5 below.

- 1. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
- ii) Banker's cheque and
- 2. The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the bidder, in favor of the "HLL Lifecare Limited" payable at Trivandrum
- 3. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.
- 4. Unsuccessful bidders' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned after placing the purchase order.
- 5. Earnest Money is required to protect the Purchaser/Customer against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Purchaser/Customer. The successful bidder's earnest money will be forfeited without

prejudice to other rights of Purchaser/Customer if it fails to furnish the required performance security within the specified period.

5. GENERAL INSTRUCTIONS TO BIDDERS

- Tender documents including terms and conditions of work shall be downloaded from HLL website at www.lifecarehll.com
- 2) Tender/bids shall be submitted in the prescribed format within the stipulated time line. The prescribed forwarding letter for submission of tender is attached at Annexure-1
- 3) The offer should strictly adhere to the prescribed format so as to facilitate HLL to consider and evaluate them properly. Any change in the format may cause rejection of bid.
- 4) All the pages of the proposal should be signed by an authorized person of the agency.
- 5) The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by HLL prior to the deadline prescribed for submission of bids.
- 6) No bid shall be modified subsequent to the deadline for submission of bids
- 7) Bidder should submit the tender in sealed envelope
- 8) Bidders should submit the bid along with relevant documents indicating the tender reference number, bidders name and sent to:-

Deputy Vice President (IT),

HLL Lifecare Ltd, Corporate and Registered Office, HLLBhavan, Poojappura P.O, Thiruvananthapuram, Kerala -695012 Phone No: – 0471-2354949

Email: <u>vsreekumar@lifecarehll.com</u>

- 9) Bids should reach in HLL office by last date/time of receipt of the tender.
- 10) Any bid received after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 11) Bids will be accepted by speed post/registered post/ by hand in hard copy mode only. No other mode of submission like email/fax/etc. shall be entertained.
- 12) HLL shall have the right to accept/reject any bid at any stage without assigning any reason.
- 13) Opening of bids shall be scheduled in offline mode only; bidders may send their representatives during opening of bids. However if the representatives

of the bidders are not present at the time of opening of the bids, the bid opening shall be carried out and continued as per notified schedule.

6. **ELIGIBILITY CRITERIA**

The bidder should be a Registered Company in India under the Companies Act, 1956.

The Bidder shall have adequate experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per Performa in Annexure-III.

Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)

- Average annual financial turn-over of the bidder during the last Three years, ending 31st March of the previous financial year, should be at least INR 60 Lakhs.
- 2) A Service Level agreement (SLA) shall be signed by HLL and the successful bidder for a period of one year from the date of installation.
- 3) HLL reserves the right to cancel the services at any time by giving Onemonth advance notice period, if the service is not provided as per the SLA.
- 4) The bidder should not have been blacklisted by any state/central Government Organizations / firms. The Bidder has to submit a self-declaration form as per Annexure –II for the same.
- 5) The prices should be quoted as per the format for price schedule enclosed as Annexure- IV.
- 6) The prices quoted shall be valid for a period of One year from the date of opening of bids.
- 7) The service should be provided within Two weeks from the date of placement of order.
- 8) Penalty @ 0.50 % per week's delay subject to a maximum of 5 % of total order value is applicable for delay in providing Internet.
- 9) Bids should be clear in all respects and those with ambiguous clauses shall be summarily rejected.
- 10) The supply order shall be placed on the lowest responsive bidder.

- 11) Payment will be released on monthly basis. For claiming the payment, the following documents have to be submitted.
 - a. Three copies of Invoice.
 - b. Installation/ Service report duly signed by the concerned person of HLL and representatives of the supplier.
- 12) This tender is valid for a period of three years.
- 13) The bids should be submitted to the following address.

Deputy Vice President (IT), Retail Business Division HLL Lifecare Limited Corporate Head Office HLL Bhavan, Poojappura, Thiruvananthapuram - 695 012

14) Bids should be submitted latest by before 15:00 Hrs on 05-Aug-2023 and the same will be opened at 15:30 Hrs on the same day at Corporate Head Office, Poojappura, Thiruvananthapuram in the presence of the representatives of the bidders, who choose to attend. If the bid opening day is declared as holiday for HLL, the bid will be opened on the next working day for HLL.

Bidders are requested to contact the undersigned for further information, if any.

7. SCOPE OF WORK

1.1 Background

Presently RBD has 300+ AMRIT pharmacy stores PAN India. The number of outlet may increase to 400 in the coming years. A third party application software "ECOGEEN" has been running in these outlets for the business activities like stores, purchase and financial accounting. Each outlet has one server like PC and one or two clients connected to it for the business requirements. The server PC in the branch is connected to the Amazon cloud Server through internet. Most of the outlets don't have static IP address, having different internet service providers, for the manual synchronization of data between these centers and the Cloud Server. All the master data, administration activities and consolidated reports are extracted from this cloud server. Since all our outlets didn't have the static IP address, we are not in a position to establish a tunnel between the outlets and cloud server for perfect synchronization.

1.2 Detailed Scope of Work

Installation and Configuration of Uninterrupted secured connectivity between the HLL's Amazon Cloud Server and its 300+ clients at AMRIT Pharmacy Outlets across India. The proposed system should possess the following technical features.

- IP base filtering and full tunnel should be used to restrict access for a set of users to the cloud server and deny access to other resources to eliminate the threat from cyber-attacks.
- 2) Once authenticated, a Gate way tunnel should be established between the cloud server and the client.
- 3) Unified SSL secure access solution for remote users and Eliminate the vulnerabilities in the network connection
- 4) Single pane of glass management for all users, branches and cloud locations.
- 5) Restrict access to only specific applications (specific ports and protocols)
- 6) Certificate based authorization, enforced with managed PKI.
- 7) Endpoint Finger Print for establishing connection.
- 8) Keep the cloud server connection in a private network and secured with the firewall blocking in all inbound ports.
- 9) The tunnel should be established between the Cloud Server and Client whenever internet connection is active in the client side.
- 10) The system should also reduce the risk and protect the critical IT assets/infrastructure. The system should provide integrated connection-based security architecture. The system should allow the Admin to control all connections and other parameters.

8. Service and Support

- 1) The uptime of the connectivity should be a minimum of 99.5%. It will be calculated as ((Total Time Down Time) X 100) /Total Time, on quarterly basis.
- 2) The Bidder shall provide 24 x 365 service. In case the down time is more than the specified limit, HLL at its sole discretion, reserves the right to deduct Liquidity Damages amount monetarily in proportion of excess of down-time accumulated to its total time over to monthly service charges at the end of a month.
- 3) Deduction in payment will be made for downtime in the monthly bills raised by the service provider.
- 4) The response time for attending the faults will be one hour (maximum).
- 5) The Bidder will rectify the faults within 2 hours failing which; the Bidder will arrange temporary replacements. The services shall be provided 24 hours & 7 days in a week.

- 6) Trouble Shooting: Bidder shall respond with a solution within one hour of reporting of a problem and restore satisfactory operation within two hours.
- 7) Any bid received after the deadline for submission of bids will be rejected.
- 8) HLL reserves the right to accept or reject any or all of the bids without assigning any reason whatsoever.
- 10) HLL shall not be liable for the delay in submission of bids after the due date specified above due to any reason including postal delay.
- 11) Any dispute arising out of the tender/bid document/ evaluation of bids/issue of purchase order shall be subject to the jurisdiction of the competent court at Thiruvananthapuram only

9) STANDARD CLAUSES

A. GOVERNING LAWS AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/ Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts in Kerala. The venue of the Arbitration shall be in Kerala.

FORCE MAJEURE

1) 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.

2) Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

Annexure - I

FORWARDING LETTER FOR SUBMITTING TENDER

(On the letterhead of the bidder)

<u>Subject: Installation and Configuration of Uninterrupted secured connectivity between the Amazon Web Server and AMRIT Pharmacy Outlets across India.</u>

Dear Sir,

With reference to the subject mentioned above, I/we hereby submit bids for Installation and Configuration of Uninterrupted secured connectivity between the Amazon Web Server and AMRIT Pharmacy Outlets across India in accordance with the criteria and terms and conditions mentioned in the tender issued by HLL LIFECARE LIMITED vide tender ref no. HLL/RBD/IT/VPN/Tender/2023-24/01, Dated 21-July-2023

I/we here by certify that I/we have examined and am/are fully familiar with all the provisions of the tender documents. I/We agree to abide by all these terms and conditions laid therein and to execute all works referred to in the said tender documents within the specified timelines. The following documents are enclosed.

- Signed copy of tender document
- Bid along with annexures & supportive relevant documents
- EMD
- Supporting documents /format/ undertaking etc. referred to in tender document.

I/we also authorize HLL LIFECARE LIMITED to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, I/we hereby authorize (..........) to furnish pertinent information as deemed necessary and requested by HLL LIFECARE LIMITED to verify statements and information provided in this application or regarding our competency and understanding on the mandate.

I/we hereby declare that the statements made and information provided is complete, true and correct.

(Signature & seal of the bidder)
Name of authorized signatory
Telephone /mobile number
Email

Annexure-II

Declaration of Non-Black-Listing

(On the letterhead of the bidder)

Date
Reference: HLL/RBD/IT/VPN/Tender/2023-24/01, Dated 21-July-2023
Subject: declaration of non-blacklisting –reg
Sir, In response to tender under reference, I/we hereby declare that presently our firm is having unblemished service record.
I/we further declare that our firm is not blacklisted /debarred and not declared ineligible for any reason (including corrupt & fraudulent practices by any central /state govt. department, Public Sector Undertakings Autonomous Bodies, academic institutions and commercial organizations in past five years from the last date of submission of bid.
If this declaration is found to be incorrect then without prejudice to any action that may be taken, my/our performance security and due, if any may be forfeited in full and the work order of the contract may be cancelled.
Yours faithfully
(Name & signature with stamp of the bidder

Annexure-III

DETAILS OF PREVIOUS ORDER FOR SIMILAR WORK EXECUTED DURING THE LAST THREE YEARS					
SI. No.	Name of Client with full address, telephone numbers and nature of work	Order details such as quantity etc.	Value of works completed	Period of Completion with dates	

Annexure – IV

No.	Item / Service	Unit Rate	Qty	Amount	Tax	Total