



Request for Proposal (RFP) For Design, Development, Hosting & Maintenance of HLL Website.

Corporate and Registered Office

HLL Bhavan, Poojappura, Thiruvananthapuram- 695012 Kerala, India. Tel: +91- 471-2354949 Website: <u>www.lifecarehll.com</u>

CIN: U25193KL1966GOI002621

LETTER FOR INVITATION

Date of Issuance: 09.06.2022 Ref. No.: HLL/CHO/IT/CC/2022

To,

Dear Sir,

HLL Lifecare Limited (HLL) a Govt. of India Enterprise under the Ministry of Health and Family Welfare invites proposals for the work of "**Design, Development, Hosting and Maintenance of HLL Corporate Website**" as per eligibility criteria, scope of work and terms & conditions mentioned in the tender document.

Tender documents are available on HLL website (<u>www.lifecarehll.com</u>) and Central Procurement Portal (<u>http://eprocure.gov.in</u>) which may be downloaded free of cost.

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,

Associate Vice President (IT),

HLL Lifecare Limited, Corporate and Registered Office, HLL Bhavan, Poojappura P.O, Thiruvananthapuram, Kerala -695012 Phone No: – 0471-2354949, 2775000

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IMPORTANT INFORMATION

| SI. No | Events | | | | |
|-----------|-----------------------------------|--|--|--|--|
| 1 | Tender Ref No. | HLL/IT/CC/2022 dated 09.06.2022 | | | |
| 2 | EMD | Rs.20,000/- | | | |
| 3 | Last date for submission of Bids | 15.00 Hrs. on 30.06.2022 | | | |
| 4 | Date of Opening of Technical Bids | 15.30 Hrs. on 30.06.2022 | | | |
| 5 | Date of opening of Financial Bids | Will be communicated to the Technically qualified bidders | | | |

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 and CPP portal as mentioned above.
- 3. Sealed technical and price bids are to be submitted in separate envelopes and then both packets to be submitted in 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 Limited (HLL) 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 limited (HLL), Thiruvananthapuram 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 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 Health care 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.

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 Design, Development, Hosting and Maintenance of HLL Corporate Website in compliance with Guidelines for Indian Government Website (GIGW)

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_and CPP portal (www.eprocure.gov.in)

3. DEFINITIONS

- (a) "The Purchaser" means the HLL Lifecare Limited, Corporate and Registered Office, HLL Bhavan, Poojappura, Thiruvananthapuram– 695 012, Kerala.
- (b) "The Bidder" means the firm who participates in the tender and submits the bid.

(c) "The Supplier or Contractor or Agency/firm" means the firm providing items and/ or services under the contract.

4. EARNEST MONEY DEPOSIT AND PERFORMANCE GUARANTEE

| SI No | Particulars | Amount |
|-------|-----------------------------|---------------------------|
| 1 | Tender fee | NIL |
| 2 | Earnest Money Deposit (EMD) | 20000/- |
| 3 | Performance Security | 3 % of the contract value |

4.1. <u>EMD</u>

Every Bidder is required to furnish an EMD for an amount of Rs.20, 000/-(Rupees Twenty Thousand only) along with the bid. The Bidders are required to submit the EMD by way of Demand Draft (DD) from any Indian Nationalized Bank or Scheduled Commercial Bank drawn in favor of 'HLL Lifecare Limited', payable at Thiruvananthapuram. Any bid not accompanied with the prescribed EMD will be rejected outright.

- a) The EMD will be interest-free and will be refunded to unsuccessful bidders after the issue of the Work order to the successful bidder.
- b) The EMD submitted by the successful Bidder shall be adjusted against the Performance Guarantee (up on request) and the Performance Guarantee shall be retained by HLL till the end of the Term as defined in the Contract.
- c) If the bidder furnishing a fresh Performance security, the EMD of the successful Bidder will be returned after signing the Contract/ Agreement.
- d) The EMD will be liable for forfeiture/encashment by HLL in the following event:
 - a. in case of any Bidder: if he withdraws the bid during the bid validity period
 - b. In case of the successful Bidder:
 - if he fails to sign the agreement and/or commence the work within the date to be agreed upon after issue of work order as described in the Tender Document.
 - ii. if he fails to submit the performance guarantee within specified time frame.
- e) However, MSME registered Companies are exempted from submission of EMD subjected to the submission of valid Certificate with Udyog Aadhar Memorandum (UAM) Number issued. If a MSME bidder do not furnish the UAM Number along with bid documents, such bid shall not be considered for technical bid evaluation.

4.2. <u>PERFORMANCE SECURITY</u>

- 4.2.1. Performance Guarantee: The successful Bidder shall furnish a Security Deposit for an amount equivalent to 3 % of the value of the order in the form of Performance Bank Guarantee issued from any Nationalized Bank in India, within 10 days from the date of issue of work order by HLL. On satisfactory performance and completion of the order in all respects and duly certified to this effect by HLL, and the Performance Guarantee will be returned to the Bidder.
- 4.2.2. The PBG shall be released after completion of AMC
- 4.2.3. In the event of any breach by the Bidder or any loss or damage suffered by HLL which in the opinion of HLL that the loss or damage has arisen due to reasons attributable to Bidder or in the event of the termination of the contract for any such breach, the Performance Guarantee is liable to be forfeited. The decision of forfeiture by HLL shall be final and binding on the Bidder
- 4.2.4. Interest shall not be payable upon the Performance Guarantee deposit under the contract.

5. GENERAL INSTRUCTIONS TO BIDDERS

- 5.1. Tender documents including terms and conditions of work shall be downloaded from HLL website at <u>www.lifecarehll.com</u> and Central Procurement Portal (<u>http://eprocure.gov.in</u>)
- 5.2. 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
- 5.3. 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.
- 5.4. All the pages of the proposal should be signed by an authorized person of the agency.
- 5.5. The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received HLL prior to the deadline prescribed for submission of bids.
- 5.6. No bid shall be modified subsequent to the deadline for submission of bids
- 5.7. Bidder should submit the tender in sealed envelope under two bids system viz, (i) Technical Bid and (ii) Financial Bid.

- 5.8. Bidders should submit Technical bid along with relevant documents and Financial bid in two separate sealed envelopes superscribed as " Technical Bid " and "Financial Bid"
- 5.9. Both bids should be put together in a separate sealed cover indicating the tender reference number, bidders name and sent to:-

Associate Vice President (IT),

HLL Lifecare Limited, Corporate and Registered Office, HLL Bhavan, Poojappura P.O, Thiruvananthapuram, Kerala -695012 Phone No: – 0471-2354949, 2775000 Email: <u>udaya@lifecarehll.com</u>

- 5.10. Bids should reach in HLL office by last date/time of receipt of the tender.
- 5.11. Any bid received after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 5.12. 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.
- 5.13. HLL shall have the right to accept/reject any bid at any stage without assigning any reason.
- 5.14. Opening of bids shall be scheduled in offline mode only; bidders may send their representatives during opening of Technical bids/Financial 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.

| SI no | Particulars | Eligibility criteria | | | |
|----------|---|--|--|--|--|
| 1 | Company/ agency The bidder submitting the offers must be a Registered Company in India under the Companies Act, 1956 sinc 5 years as on 31 st January 2022 Copy of Certificates of Incorporation shall be submitted. | | | | |
| 2 | Registration with Tax Authority | The agency should have valid PAN/TAN/VAT/GST numbers | | | |
| 3 | Experience | Minimum 05 (five) years relevant experience in designing/ development and maintenance of website. Minimum 03 work completion /experience certificates during last five years from any Govt (State/Central) /Statutory/Autonomous/Regulatory body/PSU required to be enclosed. | | | |
| 4 | Turnover> Minimum annual turnover of the agency shall be Rs 25 Lakhs each for the last three financial years -20- | | | | |

6. ELIGIBILITY CRITERIA

| | | 21,19-20 and 18-19 Copies of audited balance sheet/P&L accounts and income tax return for last three financial years required to be enclosed.) | | |
|---|------------------|---|--|--|
| 5 | Non-Blacklisting | 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. | | |
| 6 | Other | Consortium of bidders shall not be allowed. | | |
| 8 | Location | The agency shall have an office in Thiruvananthapuram. (certificate / supporting document required to be submitted) | | |

7. TECHNICAL BID

The bidder should submit Technical Bid in separate envelope with title "Technical Bid for Design, Development, Hosting and Maintenance of HLL website".

The technical bid shall contain the following documents duly signed and stamped by the bidder.

- a. Declaration of non-blacklisting Annexure-2
- b. Tender document (published by HLL) with signed on each page by the bidder to ensure that all contents of the tender have been read and accepted by the bidder.
- c. Copy of Certificate of incorporation/Registration of the company.
- d. Copies of PAN, TAN, GST numbers.
- e. Copies of audited accounts for the last three years along with turnover certificate from auditor/charted accountants
- f. Copies of completion/experience certificates and work order of development of website and providing technical support services for website of any Govt./PSU's/ statutory/autonomous /regulatory body during last 5 years.
- g. Letter of Authorization/Power of attorney authorizing the signatory to sign the bid.
- h. Authorization Letter for the bidder's representative who will attend the Bid Openings
- i. Solution Design/ Architecture as per the technical requirements.
- j. In the case of MSME bidder, valid Certificate with Udyog Aadhar Memorandum (UAM) Number issued.

8. FINANCIAL BID

- 8.1 In the financial bid, the bidder should quote amount in prescribed format for the financial bid (Annexure-3) for the scope of work in a sealed & separate envelope. The envelope shall bear the title of the assignment "Financial Bid for Design, Development, Hosting and Maintenance of HLL website".
- 8.2 The financial bid will be opened in respect of technically qualified bidders only.
- 8.3 Once the bid is submitted in sealed cover by the bidder, the purchaser will not accept any addition/ alterations/ deletions of the Bid. However, the purchaser reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by the purchaser.
- 8.4 Any Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes.

9. SCOPE OF WORK

The project has been divided in the following two components.

TASK -1 Design, Development and Hosting of HLL website

TASK -2 Maintenance of HLL website

9.1. DESIGN AND DEVELOPMENT OF HLL WEBSITE

A. <u>MAJOR WORK</u>

- 1. Design and development of HLL website in bilingual (English & Hindi) with CMS module as per GIGW
- 2. Hosting the website on cloud and launching of the new website
- 3. Migration of old data from existing HLL website to new website
- 4. Procurement and installation of SSL certificate
- 5. STQC certification -Security audit of website

B. MAJOR MODULES

- 1. Content Management System (CMS)
 - Pages
 - Products
 - Services
- 2. Tender Management System
- 3. Careers

- 4. Media
 - Press Release
 - Downloads
 - News
 - Publications
 - Notifications
 - ≻ Blog
- 5. Contact
 - Location and Address Management
 - Feedback and Enquires
 - Complaint Management
 - 6. HLL Heritage
 - 7. RTI

C. FEATURES FOR PROPOSED WEBSITE

- 1. Website shall be developed as public interface, which shall be dynamic, interactive and user-friendly to provide information to general public with look and feel of the website as per the latest trends in web design.
- 2. The website shall be optimized so that it appears in all major search engines like Google, Bing, Yahoo etc., preferably on the top 5 position.
- 3. HLL website shall be universally accessible to all, irrespective of technology, platforms, device of any kind & able to cater the increased web traffic.
- 4. The website shall be developed using latest version of bootstrap which enables the website to be compatible with any viewing device, be it laptop, personal computer, smart phones (having Android, iOS, Windows etc. as operating system), tablets, LCD screens etc. of varied sizes without compromising on the alignment, readability, flexibility, ease of use ,structure and beautification of the webpage
- 5. Website shall be responsive for smooth navigation and compatible with all types of devices i.e. PC/Laptop/Tablet/Smart Phone etc.
- Website shall be compatible with all operating systems (Windows/ Linux/ Mac/ Android/ iOS etc. and all types of web browsers (Chrome/IE/Edge/Safari/Mozilla etc.)
- Website shall have search and advance search options with all dynamic pages.

- Website shall have provision to remove/deactivate /disable the existing
 / new link/ module/application along with their respective content through admin panel.
- 9. Website shall have provision to add new page /menu/submenu through admin panel.
- The website shall have hyperlinks to scale-up/scale-down font size of the content of webpages. (A- | A | A+)
- 11. The website shall have icons for social media accounts of HLL (Twitter, Facebook, and Instagram etc.) at the top and bottom right corner for the website.
- 12. The website shall have the provision to publish Tender notices, Tender documents and related corrigendum with a facility to add documents to existing Tenders. Tender notices shall have expiry date and tenders after expiry date shall be moved to archives.
- 13. The website shall have the provision to publish Employment Notices on the website and link shall be provided for "Recruitment Portal". Administrator shall be able to View/Add/Edit/Delete notices by adding Title and Details through editor. Employment Notice should have expiry date and notices after expiry date shall be moved to archives. It shall have facility to add documents to existing Notice.
- 14. The website shall have visitor counter, user management, Administration panel and audit trail.
- The website shall have the provision for including PDF, DOC, TXT, JPEG, JPG, PPT and various video formats like AVI, FLV, WMV, MOV, MP4 etc.
- 16. The website shall have an inbuilt functionality for search, print etc. including option for contents including archived contents.
- 17. The website shall have Archive for archiving data of the web portal from different sections.
- 18. The website shall have all latest/standard Information security measures to prevent typical cyber-attacks.
- 19. The website shall be scalable and able to accommodate future requirements.
- 20. The website shall have valid SSL Certificate. The SSL certificate shall be procured and installed in the proposed website by the bidder only.

D. TECHNOLOGY /TECHNICAL SPECIFICATION

The website shall be a fully-fledged CMS developed with latest web development technology and tools including latest open source technologies.

- 1. Server side programming language PHP
- 2. Database MySQL/SQL /POSTGRE SQL server
- 3. Frontend HTML, CSS, jQuery, Bootstrap etc.
- 4. Website Hosting- Website shall be hosted on a highly secured annex environment in Compliance with the Guidelines for Indian Government Websites. Configuration, operation and maintenance of the hosting infrastructure in the cloud will be the responsibility of the bidder.
- 5. For any add on features, open source tools, s/w may be predominantly used.
- Mandatorily to implement Guidelines for Government of India Websites (GIGW), World Wide Web Consortium Compliance for Website (W#C) and Web Content Accessibility Guidelines (WCAG 2.0)
- 7. Web portal shall be free from all OWASP vulnerabilities
- 8. The website shall have STQC Security audit certification (safe to Host certificate) before hosting

E. HOSTING STRUCTURE

 Website can be hosted in any one of the mentioned empaneled and audit compliant CSPs listed under ministry of electronics and information technology where CSP's STQC status is compliant. (Detailed list is available at :

http://meity.gov.in/content/gi-cloud_meghraj)

- 2. Hosting and storage must be in India Only
- 3. The third-party software/tools/ hardware / server provisioning required for the development/ redesigning and maintenance of HLL website is bidder's responsibility
- 4. Bidder should include the cost of all software/hardware or other required things that may be required for the implementation of the solution in their bid. All such costs will be borne by the bidder
- 5. Any cost of migration from existing hosting to any other cloud provider must be borne by the bidder
- 6. The successful bidder should maintain two environments, one for development and one for production

- 7. Regular backup and recovery services must be included in hosting plan.
- 8. Website security including WAF and other Security Services must be part of hosting
- 9. The cost of all security and backup services should be included in bid.
- 10. Administrative monitoring account must be provided to HLL to view hosting structure and activity with selected cloud provider
- 11. The proposed solution for website should be auto scalable and be able to handle maximum load on website

F. <u>REFERENCES</u>

The vendor may see the following website as reference, existing website of HLL for Functionalities, Features and Contents of the website and GIGW Guidelines for Design compliance.

- 1. HLL existing website : <u>https://www.lifecarehll.com</u>
- 2. GIGW guidelines : <u>https://web.guidelines.gov.in</u>

G. <u>METHODOLOGY</u>

The development methodology should follow an iterative-prototype approach especially in the initial startup and design phase. The following activities to be performed by the vendor during the development.

- 1. The vendor shall prepare & submit an integrated project plan for the entire project that cover detailed tasks mentioned in the scope of work
- The vendor is required to prepare and submit SRS/FRS along with the sample design of home page of the website.
- 3. After approval of the SRS/FRS by HLL, the vendor may initiate work for designing and development of the website as per scope of work and terms & conditions of the tender.

H. DEVELOPMENT AND TESTING OF WEBSITE

1. The vendor shall deploy well qualified/experienced and dedicate team in the development, configuration, customization, integration and deployment of the website.

- 2. The vendor shall ensure that the development team should not be changed for avoiding impact on development & maintenance of the website.
- 3. The development setup and test setup shall be provisioned by the vendor.
- 4. The vendor shall design & develop the user interfaces as per the HLL requirements.
- 5. The system shall possess easy-to-use interfaces, able to perform tasks with minimum of clicks, maximum select options and provide suitable shortcuts wherever possible and guided through screens.
- 6. The vendor shall ensure any changes made to database are captured centrally and securely stored vendor shall ensure that the audit trails are maintained for all the access and modifications.

I. INFRASTRUCTURE DEVELOPMENT ON SERVER/ CLOUD.

- 1. The vendor shall deploy the requisite infrastructure (software/patches/updates etc.) on cloud. These include installation/configuration/updation of required system software, application software, relevant database, OS, backup solution, integration tools and other requisite software.
- 2. The vendor shall ensure that the end to end website delivered, meets all the requirements specified in this tender.

J. DOCUMENTATION AND REPORTS

- 1. Provision for keeping backup of data regularly.
- 2. Log with uptime/ downtime, server access details etc.
- 3. Complete documentation on the website including design, scripts etc. has to be provided.

K. TRAINING AND DELIVERABLES

- 1. The vendor shall develop relevant training materials and provide the same to HLL. The training will be designed to impart hands-on experience with adequate usage of cases and scenarios.
- 2. The schedule of training and number of persons for training shall be finalized by the vendor and HLL.
- 3. The list of deliverables by the vendor to HLL is as under.

- a. Project inception report including project plan
- b. SRS and Architecture documents.
- c. Requirement traceability matrix
- d. Performance /security test reports.
- e. Development scripts.
- f. Training materials including admin/ user manuals and SOP.
- g. Data backup process and archival process.
- h. Source code along with data base.
- i. All credentials
- j. Security audit certificate (safe host certificate) and GIGW compliant from STQC.

9.2. MAINTENANCE OF HLL WEBSITE

To provide following technical support services in respect of HLL website for period of two years after expiring of free technical support services i.e. One Year from the date of completion of scope of the work mentioned above.

- 1. Comprehensive Annual Maintenance service
- 2. Annual renewal of SSL certificate
- 3. Annual security audit of website from STQC and patching up of vulnerabilities.

A. <u>ANNUAL MAINTENANCE SERVICE INCLUDES:</u>

- 1. Day to day monitoring and maintenance of website.
- 2. To add menu, sub menu, pages, links as required by HLL.
- To fix vulnerabilities during security audit or noticed by HLL or informed by STQC
- 4. Patching up all vulnerabilities during security audit of website.
- 5. To install software updates/patches on cloud as per advisory by STQC and directions of HLL.
- 6. To protect HLL website from hacking, malware & viruses. In case of virus attack or website hacking, the service provider shall have to resolve the issue and live /restore the website with all functionalities and contents within 24 hours.
- 7. To keep backup in a suitable storage media containing the website CMS/content/source code/ database and provide HLL after completion of each quarter and any stage updating of website.

- 8. Service provider should address website performance related issues like no response, slow response, down time, website crashing etc.
- 9. The agency shall follow the instructions of HLL.

B. TERMS AND CONDITIONS OF AMC

- 1. Technical support team of the service provider should inform HLL about details of any activities that needs to be performed on the HLL website.
- 2. Vendor should ensure that modifications done on the website should be compatible with all major internet browsers.
- 3. Modifications, if any, done on the website should comply with bilingual i.e. English and Hindi.
- 4. The service provider should use his own equipment/product/software/server etc. for all the technical support activities as mentioned in the scope of work of this tender document and also for providing test link. HLL will not provide/extend any software/ hardware support on this account. No additional cost beyond the rate mentioned in financial bid shall be paid by HLL in this regard.
- 5. The agency shall be required to undertake full responsibility of the safe custody, security of data supplied by HLL. It shall be ensured that there is no transmission of content in any form outside its office.
- Updated source code of the application & database along with credentials (ID & passwords) shall be provided to HLL after completion of all contractual obligations of the service provider at the end of contract before releasing of last payment date.

C. TERMINATION OF CONTRACT

If the purchaser is not satisfied with the performance of the contract during AMC, the contract will be terminated during its currency after giving 1(One) month prior notice to the contractor. The payment towards the AMC shall be paid on pro rata basis till the date of termination of AMC services after realizing the penalty if any as per the terms and conditions. The security deposit will also be revoked as per the discretion of the purchaser

10. TIME SCHEDULE

1. Acceptance of work order /award letter shall be submitted by L1 price bidder within seven working days after date of issue of work order.

However scanned copy of original acceptance letter may be submitted through email. Agreement shall be executed within 10 days from the date of 'acceptance of work order'.

- 2. The completion period of development of website and hosting will be 3 months from the date of work order.
- 3. Comprehensive annual maintenance services of HLL website shall be for a period of two years which will start after One year from the successful completion of development and hosting.

| SI No | Activity | Description | Time Duration |
|----------|---|--|----------------------|
| 1 | Issue of Work order | Date of Work Order | Т |
| 2 | Acceptance of Work Order | Date of Receipt of signed Work Order | T+7 Days |
| 3 | Agreement | Date of Signed Agreement | T+10 Days |
| | Design, Development, Testing, Certification & Hosting | 1 st Prototype presentation | T+15 Days |
| | | 2 nd Prototype presentation | T+21 Days |
| 4 | | 3 rd Prototype presentation | T+30 Days |
| 4 | | Acceptance of design, development, certification & hosting and Go-Live | T+90 Days |
| 5 | Warranty Period | Warranty and Post | 1 year from the Date |
| 0 | | Implementation Support | of Go-Live |
| 6 | | Comprehensive AMC and | 2 years from the end |
| 0 | CAMC Period | Support | of warranty period |

11. EVALUATION AND COMPARISON OF BIDS

CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, HLL may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing by letter or e-Mail.

The evaluation of bids shall be done in 3 stages:

STAGE-I: Response to Mandatory Requirements.

The evaluation committee, appointed by the HLL as a whole, evaluates the proposals on the basis of their responsiveness to the Eligibility Criteria (Clause 6). Proposal shall be rejected at this stage if it does not respond to Eligibility Criteria. The Eligibility Criteria are to be met by the Bidder for the proposed work (Design, Development and Hosting & Maintenance of HLL Website).

Only those bidders who meet all the Eligibility Criteria as provided in **Clause 6** in this document shall be considered for Stage II evaluation.

STAGE-II: Evaluation of Technical Bid

The evaluation committee, appointed by the HLL, evaluates the proposals on the basis of their responsiveness to the Scope of Work (SoW) as mentioned in **Clause 9** in this document. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it fails to achieve the minimum Technical Score (**70 Marks**) as indicated below:

- Confirmation to Scope of Work as per Clause 9
- The process to be followed in awarding points and weightage for the above elements has been described below.
- Calculating score (**St**) for Technical Requirements of the Solution:
- Responses as provided by bidders against the Scope of Work would be evaluated using following Evaluation Criteria;

| SI. No | Main Criteria | Sub Criteria | Maximum Marks |
|-----------|-------------------------|--|---------------|
| 1 | Qualitative Criteria | Experience in designing/ development and maintenance of website; > 5 years : 5 marks > 8 Years : 8 Marks > 10 Years : 10 Marks Number of works (completed satisfactorily) related to website development during last five years from any Govt (State / Central) / Statutory /Autonomous / Regulatory body / PSU required to be enclosed. 3 Works : 3 Marks 5 Works : 4 Marks 8 Works : 5 Marks Number of works (completed satisfactorily) related to website development during last five years from any Govt (State / Central) / Statutory /Autonomous / Regulatory body / PSU required to be enclosed. 3 Works : 5 Marks 8 Works : 5 Marks Number of works (completed satisfactorily) related to website development during last five years from any Govt (State / Central) / Statutory /Autonomous / Regulatory body / PSU having turnover more than 100 Cr required to be enclosed. 3 Works : 3 Marks 5 Works : 4 Marks 8 Works : 5 Marks 8 Works : 5 Marks 8 Works : 5 Marks | 20 |

| 2 | Technology Proposed | Solution Design/ Architecture as per the technical requirements Dynamic Responsiveness. | 30 |
|------------|---------------------------|---|-----|
| 5 | Technical Presentation | Technical Presentation shall include; Understanding the Scope of Work(SoW) Methodology (Implementation, Training, Transition and Exit) Live Prototype with all technical requirements Sample Report generation Illustration of Bidders Quality Standards with respect to SoW | 50 |
| TOTAL (St) | | | 100 |

The HLL shall notify the bidders that have secured the minimum qualifying mark (70 Marks), indicating the date and time set for opening the Financial Proposals.

STAGE-III: Evaluation of Price Bid

The Financial Proposals shall be opened publicly in the presence of the representatives of the bidders who choose to attend. The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether all items of the corresponding Technical Proposals and as per the price schedule (Annexure-3) have been costed). The bidders, who confirm all the commercial conditions and submitted the required documents as per the tender are considered as commercially acceptable.

- Total Cost of Ownership (TCO) will be calculated by adding the following elements as listed in Price Schedule (Annexure-3) of prices.
- The Bid having the Lowest TCO shall be termed as the Lowest Evaluated Bid and will be awarded **30 Marks**.
- Financial score (Sf) of other bidders will be calculated on the basis of the following formula:

Sf = 100 x Fm /F

Where Sf is the financial score, Fm is the lowest price among all bidders and F the price of the proposal of the respective bidder under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1). The weights given to the technical and Financial Proposals are:

T= 0.70

P= 0.30

Total score of the bidding party will be determined based on the following formula:

S = (St x T) + (Sf x P)

The bidder achieving the highest total score will be considered as successful bidder for the placement of order.

12. LANGUAGE

Bid documents shall be filled completely in all respects and submitted together with requisite information and annexures. It should be complete and free from any ambiguity, change of inter-lineation. Any corrections should be countersigned. The bid and any annotation or accompanying documentation shall be in English language only.

Bidder shall set their quotations in firm figures. Each figure stated shall be repeated in words. In the event of discrepancy between the amount as stated in figures and in words the rate quoted in words shall be deemed to be the correct amount. Bids by vague and indefinite expressions such as 'subject to minimum acceptance' or 'subject to availability' etc., shall be liable for disqualification.

13. LEGAL CONSTITUTION

Bidders shall clearly indicate their legal constitution and the person signing the bids shall state his capacity and the source of his authority.

14. MODIFICATION OF BIDS

Incase certain clarifications are sought by HLL after opening of tender, then the reply of the bidder should be restricted to the clarifications sought. Any bidder who modifies and reverse the original bid after the closing date without specific reference by HLL shall render the bid liable to be ignored and rejected without any notice and reference to the bidder in this regard.

15. BID VALIDITY EXTENSION

Bid shall remain valid for a minimum of 180 days from the date of opening of bid. Bid validity for a shorter period shall be rejected by the purchaser being non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. A bidder accepting the request and granting extension will not be permitted to modify his bid.

16. **ISSUE OF WORK ORDER**

After the selection of successful bidder, work order will be issued by HLL as per the terms and conditions as given in the tender document. Acceptance of the work order shall be submitted with signature by the successful bidder within seven days after issue the work order.

17. **PERFORMANCE SECURITY**

- 1. Performance security shall be 3 % of the contract amount and should be submitted within 10 days of acceptance of work order by the successful bidder.
- 2. Incase performance security is not provided within 15 days, HLL shall have the right to cancel the bid.
- 3. If performance security is provided by the successful bidders in the form of Bank Guarantee it should be issued by any Nationalized/ scheduled commercial Bank.
- 4. The performance security is intended to secure the performance of the entire contract.
- 5. The service provider shall carry out the services in conformity with general professionally and technically accepted norms relevant to such assignments and which are to the entire satisfaction of the client.
- 6. In the event of any deficiency in services, the service provider shall where possible, promptly re-provide the services at no additional fees to the client.
- **7.** Failure of the service provider to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the performance security.

18. TERMS OF PAYMENT

Payment shall be made by the HLL as per following payment schedule only.

| | SI. No | On completion of following activities | Payment % of the quoted amount |
|---------|-----------|--|-----------------------------------|
| Task -1 | 1 | Development of website including migration of data from existing website, installation of SSL Certificate, hosting on Cloud and launching the website | 75% |

| | 2 Security Audit of Website | | 25% |
|--------|-----------------------------|---|--|
| | 1 | Providing Comprehensive maintenance service to maintain HLL website as per the scope of work with subject to satisfaction of HLL | Quarterly payment at the end of each quarter |
| Task-2 | 2 | Cloud Hosting with backup solution | Quarterly advance payment |
| | 3 | Renewal of SSL certificate | 100% |
| | 4 | Annual security audit from STQC | 100 /6 |

Note:

- 1. The bidder shall submit the bill/ invoice with GST number and bank details
- 2. Payment will be made by HLL through NEFT/RTGS

19. 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

a. 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.

b. 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.

B. LIQUIDATED DAMAGES (LD)

The website should be delivered /hosted within scheduled completion date after technical demonstration and service provider should give a certificate that complete modules have been deployed in cloud server for successful launch. LD will be imposed for late delivery/hosting of the portal. Penalty @1% of the total cost for the design and development of the website (SI.No.1 of the Financial bid) will be deducted per week of late delivery subject to a maximum of 10% of the total cost for the design and development of the website (SI.No.1 of the Financial bid).

If implementation delay exceeds 3 months, HLL will have the right to cancel the contract besides claiming penalty. In exceptional cases where delay is not due to the bidder's level, the contract will be extended further without any financial liability to HLL.

The uptime of the Website shall be 99.9% on monthly basis. Penalty will be charged from the quarterly bill submitted by the bidder @2% of the quarterly Cloud hosting Charges for each 0.1% decrease in the uptime of the website with a maximum of 10% of the quarterly Cloud hosting charges.

If the monthly uptime falls below 99.5 %, HLL reserve the right to cancel the contract/ order.

C. TERMINATION CLAUSE

HLL shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract at any stage by giving 30

days prior notice in writing and shall not be bound to pay any amount for any job done, which is not to the satisfaction of HLL, if the service provider

- 1. Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from HLL, then on the expiry of the period as specified in the notice or
- Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of HLL, then on the expiry of the period as may be specified by the authority in notice in writing or
- 3. Fails to complete the work or items of work with individual dates of completion on or before the date / dates of completion or as extended by the authority, then on the expiry of the period as may be specified by HLL in a notice in writing.

20. CONFLICT OF INTEREST

The bidder shall not receive any remuneration in connection with the assignment except as provided in the contract. The bidder, its employees and its affiliates shall not engage in the activities that conflict with the interest of HLL and shall be excluded from any other service related to the assignment other than a continuation of the "services". It is the requirement of this contract that the bidder should provide professional, objective and impartial advice and services and at all times hold the client's interests paramount, without any consideration for future work, and in providing advice and services they avoid conflicts with other assignments that would be in the conflict with their prior or current obligations/ tasks to HLL or that may place them in position of being unable to carry out the assignment in the best interest of their client.

21. PROFESSIONAL LIABILITY

HLL shall not be liable to pay compensation/cost to the bidder or its employees for damage to the persons under the employment of the bidder.

22. STANDARD OF ETHICS

The bidder and their employees should observe the highest standard of ethics.

23. <u>WARRANTY</u>

The bidder should provide free support of one year from the date of Go-Live

24. INTELLECTUAL PROPERTY RIGHTS/COPY RIGHTS

Intellectual property and ownerships: all intellectual property rights in the works, developed hereunder, including any software and documentation and any additional or new development or inventions made in the course of performance of services here under by the bidder or its personnel involved in the project of the HLL shall absolutely belong to HLL.

The service provider would be responsible for ensuring that the copyright laws for content are strictly adhered to. The copyright over the content of the HLL's website would however remain with HLL & the service provider will hand over the source code, ftp access to source code, all contents, data, manuals, documents related to table structure, flow charts, ftp etc. pertaining to web portal & services to HLL. The property right of the same will remain with HLL.

25. ASSIGNMENT AND SUBLETTING OF CONTRACT

No subletting of work as whole by the service provider is permissible. The service provider may, after informing HLL and getting the written approval, assign or sub-let piece rated jobs only. Such assignment sub-letting shall not relieve the service provider from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of HLL shall be void.

26. EXTENSION OF THE DATE OF COMPLETION

On happening of any events causing delay as stated hereinafter, the service provider shall intimate immediately in writing to HLL.

- Due to any reasons defined as Force Majeure
- Any other causes which, at the sole discretion of HLL is beyond the control of the service provider.

27. STANDARDS OF PERFORMANCE

The service provider shall carry out the tasks /services assigned and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms, techniques and practices used in the industry. The service provider shall employ suitable professional in the appropriate field of work, appropriate advanced technology and safe and effective equipment, machinery, material and methods.

28. AGREEMENT

The service provider shall enter into an agreement with the HLL within 10 days from the date of 'acceptance of work order'. The service provider shall enter into and execute contract agreement in the prescribed format by HLL. The cost of the stamp papers for the agreement shall be borne by the service provider. Two sets of contract document /agreements shall be prepared and signed by both the parties. One of the sets shall be stamped 'Original' and the other 'Duplicate'. The duplicate copy will be supplied to the service provider and the original is to be retained by HLL.

<u>Annexure -1</u>

FORWARDING LETTER FOR SUBMITTING TENDER

(On the letterhead of the bidder)

Subject: submission of tender for design, development, hosting and maintenance of HLL website in reference to tender ref. no. HLL/IT/CC/2022 dated 09.06.2022 reg.

Dear Sir,

With reference to the subject mentioned above, I/we hereby submit bids for design, development, hosting and maintenance of HLL website in accordance with the criteria and terms and conditions mentioned in the tender issued by HLL vide tender ref no. HLL/IT/CC/2022 dated 09.06.2022.

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
- Technical bid along with annexures & supportive relevant documents
- EMD
- Financial bid in a sealed separate envelope
- Supporting documents /format/ undertaking etc. referred to in tender document.

I/we also authorize HLL 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 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-2

Declaration of Non-Black-Listing

(On the letterhead of the bidder)

Date _____

Reference : HLL/IT/CC/2022 dated 09.06.2022

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-3

FINANCIAL BID

(On the letterhead of the bidder)

With reference to Tender No. HLL/IT/CC/2022 dated 09.06.2022, the cost for design, development, hosting and maintenance of HLL corporate website as per scope of work mentioned in the tender are as under.

| SI No. | Item Description as mentioned in the scope of work | Cost/Rate | GST | Total |
|-----------|--|-----------|-----|-------|
| 1 | Design & Development of Website including migration of data from existing website, hosting on cloud and launching the website | | | |
| 2 | Cloud Hosting Charges for 3 years | | | |
| 3 | Procurement & Installation of SSL certificate (for Three years) | | | |
| 4 | STQC security audit certification of website | | | |
| 5 | 2 Years Annual Maintenance Service of HLL website hosted on cloud after warranty period (One year of successful launching). | | | |
| | Total | | | |

Thanking you, Yours faithfully,

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

<Title of Authorized Signatory>

FORM FOR PRICE BID

Having examined the Tender Document Number HLL/IT/CC/2022. Dated 09.06.2022, the receipt of which is hereby acknowledged, we, the undersigned, offer to Design, Development, Hosting and Maintenance of HLL corporate website under the above named Tender in full conformity with the Bidding Documents for the sum quoted in price schedule. The following is the total bid price for the scope of work described in our response to your Tender Document.

i) In figures _____

ii) In words _____

(Please quote the price in Indian Rupees only)

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

Thanking you, Yours faithfully,

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