

# HLL LIFECARE LIMITED

## REQUEST FOR PROPOSAL FOR THE DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF HUMAN RESOURCE MANAGEMENT (HRMS) SYSTEM ON SAAS BASIS

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REF: HLL/HR/Tender-HRMS/2026-05 dated 21.05.2026

## Contents

<b>DISCLAIMER</b> .....	5
<b>SECTION 1 - TENDER DOCUMENT</b> .....	6
<b>1. BRIEF ON THE COMPANY &amp; REQUIREMENT</b> .....	6
<b>2. SCHEDULE OF EVENTS</b> .....	7
<b>2.1. Earnest Money Deposit (EMD)</b> .....	8
<b>2.2. Exemption of EMD</b> .....	9
<b>2.3. Pre-bid meeting</b> .....	9
<b>2.4. Performance Guarantee</b> .....	9
<b>2.5. Governing Laws/Jurisdiction</b> .....	10
<b>2.6. Period of validity of bids</b> .....	10
<b>2.7. Award Criteria and Notification</b> .....	10
<b>2.8. Integrity Pact</b> .....	11
<b>3. SELECTION &amp; EVALUATION PROCESS</b> .....	11
<b>3.1. BID PREPARATION AND SUBMISSION:</b> .....	11
<b>3.2. Tendering Process</b> .....	12
<b>3.3. Tender Evaluation Process</b> .....	12
<b>3.3.1. Preparation of Bids</b> .....	13
<b>3.3.2. Tender Opening Stages:</b> .....	13
<b>3.4. Selection of Bidder:</b> .....	14
<b>3.5. Clarification of Bid document by HLL:</b> .....	14
<b>3.6. Tender Evaluation – Other Key Points</b> .....	14
<b>4. Contacting HLL:</b> .....	14
<b>5. HLL’s right to accept any Bid and to reject any or all Bids:</b> .....	14
<b>6. Placement of Order:</b> .....	15
<b>7. Award of Contract:</b> .....	15
<b>8. Resolution of Disputes</b> .....	15
<b>9. Powers To Vary or Omit Work</b> .....	15
<b>10. Services to be provided as a part of this RFP</b> .....	16
<b>11. Penalty:</b> .....	17
<b>12. Right to verification:</b> .....	17
<b>13. Right to Audit:</b> .....	17
<b>14. Subcontracting:</b> .....	18
<b>15. Limitation of Liability</b> .....	18

16.	<b>LIQUIDATED DAMANGES</b> .....	19
17.	<b>Confidentiality</b> .....	20
18.	<b>Delay in service provider’s performance:</b> .....	20
19.	<b>Obligation of service provider:</b> .....	20
20.	<b>Technical Documentation:</b> .....	22
21.	<b>Intellectual Property Rights (IPR) and ownership:</b> .....	23
22.	<b>Liquidated Damages:</b> .....	24
23.	<b>Disqualifications:</b> .....	24
24.	<b>Termination Clauses:</b> .....	25
25.	<b>Governing Language :</b> .....	27
26.	<b>Force Majeure</b> .....	27
27.	<b>Taxes &amp; Duties</b> .....	28
	<b>SECTION-II (MINIMUM ELIGIBILITY CRITERIA)</b> .....	29
	<b>SECTION-III (TECHNICAL CRITERIA)</b> .....	33
28.	<b>EVALUATION PROCESS OF BIDS</b> .....	36
	<b>SECTION - IV (SCOPE OF WORK)</b> .....	39
29.	<b>EXISTING HR SYSTEM OF HLL LIFECARE LIMITED</b> .....	39
30.	<b>SCOPE OF WORK</b> .....	40
30.1.	<b>Purpose of RFP</b> .....	40
30.2.	<b>Add on Modules</b> .....	43
30.3.	<b>Description Of Software</b> .....	43
30.4.	<b>Assumptions</b> .....	44
30.5.	<b>Description of Deliverables</b> .....	45
30.7.	<b>Integration/ Migration/ Hypercare requirements</b> .....	45
30.8.	<b>Help Desk Requirements</b> .....	48
30.9.	<b>System Integration Testing &amp; User Acceptance Testing</b> .....	48
30.10.	<b>MIS Report Generation</b> .....	49
30.11.	<b>Performance Requirements</b> .....	49
30.12.	<b>Audit requirements</b> .....	49
30.13.	<b>Scalability Requirements</b> .....	49
30.14.	<b>Regulatory / Compliance Requirements</b> .....	50
30.15.	<b>Security Requirements</b> .....	50
30.16.	<b>User Training</b> .....	53
30.17.	<b>Review and Testing; Acceptance</b> .....	54

<b>30.18. Documentation/ Manuals.....</b>	<b>54</b>
<b>31. SERVICE LEVEL AGREEMENTS (SLA).....</b>	<b>55</b>
<b>SECTION-V (ANNEXURES).....</b>	<b>62</b>
<b>ANNEXURE 1 - BID FORM (TECHNICAL BID).....</b>	<b>63</b>
<b>ANNEXURE 2 - FORMAT FOR EXPERIENCE CERTIFICATE, FEEDBACK &amp; CLIENT REFERENCE.....</b>	<b>66</b>
<b>ANNEXURE 3 - CV FORMAT .....</b>	<b>67</b>
<b>ANNEXURE 4 - PRE-BID QUERY FORMAT.....</b>	<b>68</b>
<b>ANNEXURE 5 - HLL BANK DETAILS.....</b>	<b>69</b>
<b>ANNEXURE 6 - FUNCTIONAL REQUIREMENT FITMENT EVALUATION .....</b>	<b>70</b>
<b>ANNEXURE 7 - MANPOWER-MODULE WISE BREAKUP .....</b>	<b>71</b>
<b>ANNEXURE 8 - PRICE BID .....</b>	<b>73</b>
<b>ANNEXURE 9 – INTEGRITY POLICY .....</b>	<b>78</b>
<b>ANNEXURE 10 - PROPOSED APPROACH &amp; METHODOLOGY.....</b>	<b>85</b>
<b>ANNEXURE 11 - ESCALATION MATRICS.....</b>	<b>88</b>
<b>ANNEXURE 12 - SAP INTEGRATION TOUCH POINTS .....</b>	<b>89</b>
<b>ANNEXURE 13 - CHECKLIST .....</b>	<b>90</b>

**ABBREVIATIONS**

RFP	REQUEST FOR PROPOSAL
HRMS	HUMAN RESOURCE MANAGEMENT SYSTEM
CPP PORTAL	CENTRAL PUBLIC PROCUREMENT PORTAL
EMD	EARNEST MONEY DEPOSIT
PBG	PERFORMANCE BANK GUARANTEE
NDA	NON-DISCLOSURE AGREEMENT
POA	POWER OF ATTORNEY
OEM	ORIGINAL EQUIPMENT MANUFACTURER
DSC	DIGITAL SIGNATURE CERTIFICATE
IMPLEMENTATION PARTNER	Refers to the organization that is actually responsible for deploying, configuring, integrating, migrating data, testing, and commissioning the HRMS solution at the client site.

**DISCLAIMER**

The information contained in this Tender document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form, by or on behalf of HLL, is provided to the bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions, subject to which such information is provided. This TENDER document is not an agreement and is neither an offer nor an invitation to offer by HLL. This TENDER is to invite proposals from applicants who are qualified to submit the bids ("Bidders"). The purpose of this TENDER is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids). This TENDER does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this TENDER and wherever felt necessary obtain independent advice. HLL, makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. HLL, may in its absolute discretion, but without being under any obligation to do so and without prejudice to its rights, update, amend or supplement the information in this TENDER. The information contained in this TENDER document is selective and is subject to update, expansion, revision and amendment. HLL, does not undertake to provide any Bidder with access to any additional information or to update the information in this TENDER document or to correct any inaccuracies if any therein, which may become apparent. HLL, reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this TENDER and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed in website of HLL. Any information contained in this TENDER document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by HLL. Information provided in this TENDER is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HLL, does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, HLL, also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER. HLL, reserves the right to reject any or all the expression of interest / proposals / Bids received in response to this TENDER at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of HLL, shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

## **SECTION 1 - TENDER DOCUMENT**

### **1. BRIEF ON THE COMPANY & REQUIREMENT**

HLL Lifecare Limited is a Central Public Sector Enterprises under Ministry of Health and Family Welfare (MoHFW). The very purpose of business at HLL is to provide high-quality products and services at affordable prices. With the changing sociopolitical climate, global health programmes are constantly seeking diverse solutions in the areas of medicine and healthcare. HLL provides the perfect answer to many questions that the world faces in healthcare, thanks to its extensive experience, innovative technologies and ample resources which today reach over 85 countries spanning the seven continents. Its consultancy services and products are parts of the global healthcare packages of international agencies such as UNPFA, UNOPS, UNHCR, WHO, PSI and IDA. As a company under MoHFW, HLL partners and executes various government programmes which directly benefit the public in day to day life in health care sector. Over a period of time, HLL has been diversified its portfolio into Manufacturing, Service and infrastructural development.

To streamline the manpower operations and to provide best in class HR experience to the 10000 employees (both on roles and others) working across the country, HLL invites bids under two bid system from interested parties having relevant experience in the relevant field for the Design, Development, Implementation and Maintenance of Human Resource Management (HRMS) system for its use.

HLL reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan HLL website as corrigendum/amendments etc., if any, will be notified on the HLL web site and separate advertisement will not be made for this regard.

**2. SCHEDULE OF EVENTS**

Authority, Designation and Address	Vice President (HR) HLL Lifecare Ltd, Mahilamandalam Road, Poojappura, Trivandrum, Kerala, 0471-2775655/ 0471-2354949
Nature/ Scope of the Work (Refer Section IV)	Design, Development, Implementation and Maintenance of Human Resource Management (HRMS) system for HLL Lifecare limited
Tender documents - Place and due date for obtaining tender	Tender documents can be downloaded from 1. Company website, ie. <a href="http://www.lifecarehll.com">www.lifecarehll.com</a> 2. CPP Portal ( <a href="https://eprocure.gov.in/cppp">https://eprocure.gov.in/cppp</a> )
Earnest Money Deposit (EMD)	Rs. 3,00,000 (Rupees Three Lakhs Only) via NEFT/RTGS to Account of "HLL Lifecare Limited". Bank details given in <b>Annexure-5</b>
Performance Bank Guarantee (PBG)	10% of total Contract value for one year
Contract period	The contract period will be for 5 years from the date of issue of purchase order with the selected bidder with a provision for extension upto 3 years on mutually agreeable terms
Bid validity Period	Bid shall be valid for 180 days from the date of opening of the RFP.
Type of bid	Two Bid system (Technical & Commercial). Bids will be evaluated as per Combined Quality Cum Cost Based System (QCBS).
<b>Timelines</b>	
Date of Publishing of Tender	21.05.2026 (Thursday)
Pre-Bid Date and Time	28.05.2026 (Tuesday) at 11.00 AM via hybrid mode (Offline & Online). <ul style="list-style-type: none"> <li>• <b>Offline</b> : Akshaya Hall, HLL Lifecare Limited, Poojappura, Trivandrum</li> <li>• <b>Online</b> : <a href="https://meet.google.com/jnx-gxwc-ry">meet.google.com/jnx-gxwc-ry</a></li> </ul> <p>However, we highly encourage the in-person participation of the bidders for this meeting.</p>
Online Clarification End Date	Upto 5.00 PM on 31/05.2026 (Saturday). All communications / queries requiring Clarification shall be given in writing via mail to <a href="mailto:manojdaya@lifecarehll.com">manojdaya@lifecarehll.com</a> / <a href="mailto:vipinrajr@lifecarehll.com">vipinrajr@lifecarehll.com</a>

Revised Tender Document Publishing	08.06.2026 (Monday) at 3.00 PM
Last Date, time and place of submission of Tender	22.06.2026 (Monday) at 3.00 PM
Date, time and place of Tender Opening (Technical Bid Opening)	23.06.2026 (Tuesday) at 3.30 PM
Providing Use case to the eligible bidders & Allocation of Demo dates	26.06.2026 (Friday)
Live software Demo + Presentation of Use case by the Bidder	29.06.2026 (Monday) to 08.07.2026 (Wednesday) (Further details will be published on a later stage). Use case study will be provided only to those meeting minimum eligibility criteria
Technical Bid Closure and Price Bid Evaluation	10.07.2026 (Friday)
Any other important criteria specified by the tender	Tender received after due date and time will be summarily rejected.
Contact Persons	1. Manoj Daya, Senior Manager (HR)- 9633345393, <a href="mailto:manojdaya@lifecarehll.com">manojdaya@lifecarehll.com</a> 2. VipinRaj R, Senior Manager (HR)- 9846035034, <a href="mailto:vipinrajr@lifecarehll.com">vipinrajr@lifecarehll.com</a>  All communications must be mandatorily made to the above email id's only.
Addendum/ Corrigendum/ Date extension	Any addendum/ Corrigendum in respect of the above tender shall be issued on the <b>company website</b> only. Bidders are therefore requested to regularly visit the above website to keep themselves updated.

## 2.1. Earnest Money Deposit (EMD)

1. All proposals submitted in response to the RFP document must be accompanied by a deposit of Rs. 3,00,000 (Rupees Three Lakhs Only) via NEFT/RTGS to Account of "HLL Lifecare Limited". Bank details given in **Annexure-5**. A Scanned copy of the same is to be uploaded along with the technical bid.
2. EMD of all unsuccessful bidders would be returned to the issuing bank, by HLL Lifecare Limited within 45 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of the successful bidder would be returned within 30 days upon submission of the Performance Bank Guarantee.

3. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.
4. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

## **2.2. Exemption of EMD**

MSE/SSI units are exempted from paying of EMD. SSI/MSE units interested in availing exemption from payment of EMD should submit a valid copy of their Udyog Adhar registration certificate along with the bid. But the Party has to provide Security deposit if Tender is awarded to them. Startup units interested in availing exemption from payment of EMD shall submit a valid copy of Registration Certificate from Department of Industrial Policy & Promotion on or before due date as per tender notice. However, the party has to provide security deposit if Tender is awarded to them.

## **2.3. Pre-bid meeting**

Pre-bid meeting will be conducted at HLL Trivandrum office & online mode. The prospective bidders may ask their queries before Pre-bid meeting and no queries shall be entertained after the Pre-bid meeting. The clarifications, if any shall be posted in the website and also send to those who had participated in the pre-bid meeting / queries.

## **2.4. Performance Guarantee**

The successful bidder shall furnish a Security Deposit in the form of Bank Guarantee (from nationalized banks) or by Demand Draft for 10% of the total Contract Value of one year. This Security Deposit should be furnished within 10 days of the issue of the Contract. This Security Deposit will not bear any interest. The Security Deposit will be refunded after satisfactory completion of the contract. In case the Security Deposit is to be furnished in the form of Bank Guarantee, it should be valid for 2 months beyond the contract period for lodging the claims, if any, bank Guarantee should be furnished in the format prescribed by HLL. This Security Deposit shall be forfeited in case the tenderer withdraws from the contract once it is awarded or fails in completing the work in time as required by the Company or in case any loss or damage is caused to the Company by the contractor or by his/her/its workers or on breach of any of the conditions of the contract. Loss or damage caused to the Company at the instance of the contract awarded to the contractor including the loss or damage caused by the employees of the Contractor/shall be recovered from the Security Deposit in

proportionate to the loss or damage sustained by the Company and the decision on the amount of compensation for the loss or damage shall be at the discretion of the Company. The Company shall also have the right to recover such loss or damage from the movable or immovable properties of the contractor and his heirs and legal representatives if the loss or damage caused is in excess of Security Deposit.

**The proposed Performance Security (Security Deposit) shall be 10% of the Order Value. Upon successful completion of the project, the Performance Security shall be returned on receipt of a Performance Guarantee amounting to 10% of the Total Invoice Value; OR be converted into a Performance Guarantee of equivalent value, which shall be retained for a period of 10 months (9 months warranty period plus 1 additional month) from the date of Go-Live.**

## **2.5. Governing Laws/Jurisdiction**

The validity, performance, construction, and effect of this RFP shall be governed by the substantive laws of India. Any controversy or claim arising out of or in relation to this RFP, or breach, hereof, shall be finally settled under the jurisdiction of Trivandrum Civil Court only.

## **2.6. Period of validity of bids**

Bid shall remain valid for 180 days after the date of bid opening prescribed by HLL.

## **2.7. Award Criteria and Notification**

- a) HLL shall inform the successful bidder in writing to enter into a contract through a letter of Notification of Award/work order incorporating all the terms & conditions between the parties, which the bidder required to accept and return the acceptance copy to HLL.
- b) Upon the receipt of the acceptance letter, the bidder shall sign an Non-Disclosure Agreement (NDA), for the desired amount and validity stated in this RFP for the engagement as per format provided at that time
- c) Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

## **2.8. Integrity Pact**

The Integrity pact annexed (**Annexure-9**) shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab-initio rejected without assigning any reason.

## **3. SELECTION & EVALUATION PROCESS**

- Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Section II & Section III** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered.
- The Bidder shall also submit PRE-CONTRACT INTEGRITY PACT along with technical Bid as prescribed in **Annexure-9** duly signed by the Bidder on each page. The Pre-Contract Integrity Pact shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.
- No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- Queries received after the scheduled date and time will not be responded/acted upon.
- The contract period will be for 5 years from the date of issue of purchase order with the selected bidder with a provision for extension upto 3 years on mutually agreeable terms. The Contract Period may be extended by HLL on the terms and conditions mutually agreed by both the parties, by giving 15 days' written notice to the bidder. Any extension exercised in accordance with the contract takes effect from the end of the then current contract period.

### **3.1. BID PREPARATION AND SUBMISSION:**

- The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for providing of HRMS system
- Documents mentioned below are to be uploaded on portal of e- Procurement agency with digital signature of authorised signatory:

- Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
  - Bid covering letter/Bid form on the lines of **Annexure-1** on Bidder's letter head.
  - Proof of remittance EMD is submitted, should be uploaded subject to compliance of requirement mentioned in **clause no 2(1) & 2(2)**.
  - Specific response with supporting documents in respect of Minimum Eligibility Criteria as mentioned in **Section II** and technical eligibility criteria on the lines of **Section III**.
- Price Bid for providing Human Resource Management System (HRMS) in response to the RFP No. REF: HLL/HR/Tender-HRMS/2026-05 dated 11.05.2026, should contain only Price Bid strictly on the lines of **Annexure-8**. The Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
  - It is mandatory for all the Bidders to have **class-III Digital Signature Certificate (DSC)** (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
  - Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Price Bid) is received.
  - All the enclosures (Bid submission) shall be serially numbered.
  - Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. HLL shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
  - Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.

### **3.2. Tendering Process**

1. The tenders are invited as per the below format:

1. **Minimum Eligibility Criteria (Section 2)**
2. **Technical bid (Section 3)**
3. **Financial Bid / Price Bid (Annexure-8)**

### **3.3. Tender Evaluation Process**

### **3.3.1. Preparation of Bids**

1. Clause by Clause compliance demonstrating substantive responsiveness to all the conditions by **signing and stamping on all the pages** of the original bid document Tender No. REF: HLL/HR/Tender-HRMS/2026-05 dated 21.05.2026 by authorized person(s).
2. The financial bid shall contain price schedule in which the values will be filled in the appropriate columns.
3. Conditional bids will not be accepted.
4. The Agency shall submit its tender, only after carefully examining the whole of the tender documents and the conditions of tender and of contract, scope of work etc.
5. The agency must submit signed and sealed copy of the Tender document and the other documents (in all the pages). Also the documents submitted must be legible.
6. All pages of the Technical bid and Financial Bid shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.
7. The bid shall contain no insertions, erasures or overwriting
8. The bidders must adhere to the formats attached to this tender document only. No other format shall be considered.
9. Any bid received by HLL after the due date & time for submission of bids prescribed by HLL shall be rejected.

### **3.3.2. Tender Opening Stages:**

- a) The **Technical bids** will be opened at 3.30 PM on the tender opening date. Only those bidders who successfully meet the minimum eligibility criteria specified in section 2 shall be considered for technical evaluation. Bidders failing to satisfy the prescribed eligibility criteria shall be disqualified and their bids shall not be considered for further evaluation. The technical bids of the qualified bidders shall thereafter be scrutinized and evaluated by the competent committee/ authority with reference to the parameters prescribed in the tender documents and the offers submitted by the bidders.
- b) In the final stage, the **Financial bid** of only the technically accepted offers (as decided in the first stage above) will be opened for further scrutiny, evaluation, ranking and placement of contract. The financial bids of the eligible bidders will be opened after intimating the date and time to bidder through mail/fax, etc.,

### **3.4. Selection of Bidder:**

The method of selection of successful Bidder is based on Quality cum Cost Based Selection (QCBS) criteria as given in **Clause 28 (2)**.

### **3.5. Clarification of Bid document by HLL:**

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 clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained after opening of the tender.

### **3.6. Tender Evaluation – Other Key Points**

- a) HLL shall evaluate the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order. Tender committee will scrutinize the bids based on the eligibility criteria and technical specification compliance. The technically qualified bidders only will be called for financial bid opening.
- b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by HLL. If there is a discrepancy between words and figures, the amount in words shall prevail. If the selected agency does not accept the correction of the errors, his bid shall be rejected.
- c) The evaluation and comparison of responsive bids shall be done only on the Charges offered inclusive of all Levies & Taxes i.e., as indicated in the Price Schedule of the Bid Document.
- d) HLL may waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

### **4. Contacting HLL:**

No bidder shall try to influence HLL on any matter relating to its bid, from the time of tendering till the time the contract is awarded. Any effort by a bidder to influence HLL's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

### **5. HLL's right to accept any Bid and to reject any or all Bids:**

HLL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the bidder or bidders. **Any**

**deviations / irrelevant specifications in this tender will not be accepted.** Final decision of accepting or rejecting any/all bid(s) will be at the discretion of HLL.

#### **6. Placement of Order:**

HLL shall consider placement of order on the bidder whose offer has been found technically and financially acceptable as per the criteria given in the tender document. HLL shall have full rights to place order fully or partially of the total requirement.

#### **7. Award of Contract:**

- a) HLL reserves the right to terminate the contract if the services are found unsatisfactory as per the **clause 24**.
- b) HLL reserves the right to disqualify the selected Agency for a suitable period who habitually failed to execute the services. HLL reserves the right to blacklist a bidder for a suitable period, in case he fails to honor his bid without sufficient reasonable grounds.
- c) The bidder shall strictly comply with the terms and conditions of contract. In case of violation of any of the terms, the contract shall be liable for cancellation immediately.

#### **8. Resolution of Disputes**

If dispute or difference of any kind shall arise between HLL and the Selected Agency in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then the same shall be referred to a Sole Arbitrator to be appointed by the Chairperson and Managing Director, HLL Lifecare Limited under the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force. The venue of arbitration shall be Thiruvananthapuram and the language of arbitration shall be English. The award passed by the Arbitrator shall be final and binding on the parties. The fees payable to the arbitrator shall be paid equally by both the parties.

#### **9. Powers To Vary or Omit Work**

- a) No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by HLL. HLL shall have full powers, subject to the provision herein after contained, from time to

time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify HLL thereof in writing with reasons for holding such opinion and HLL shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the HLL confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

- b) If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

#### **10. Services to be provided as a part of this RFP**

- a) All professional services necessary to successfully implement the proposed Software Solution will be part of the RFP/Contract.
- b) The Bidder should also submit as part of technical Bid an overview of Project Management approach (**Annexure-10**) of the proposed product.
- c) Bidder should ensure that key personnel with relevant skill-sets are available to HLL.
- d) Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefore.
- e) Bidder shall be willing to transfer skills to relevant personnel from HLL, by means of training and documentation.
- f) Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System / Middleware etc as and when released by Service Provider/ OEM or as per requirements of HLL free of charge. Bidder should bring to notice of HLL all releases/ version changes.

- g) Bidder shall obtain a written permission from HLL before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System /Middleware etc in case HLL chooses not to upgrade to latest version.
- h) Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.
- i) All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider free of cost during the duration of the contract.
- j) Bidder shall provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided to HLL.
- k) The Bidder shall keep HLL explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during the project period.

**11. Penalty:**

As per the **Clause No 31(2.1)**.

**12. Right to verification:**

HLL reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

**13. Right to Audit:**

- a) The Selected Bidder shall be subject to annual audit by internal/ external Auditors appointed by HLL or any regulatory authority, covering the risk parameters finalized by HLL/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to HLL and Service Provider is required to submit such certification by such Auditors. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by HLL) shall facilitate the same. HLL can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by HLL.

- b) Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by HLL or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- c) Service Provider further agrees that whenever required by HLL, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of HLL and/or any regulatory authority (ies). HLL reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).
- d) Service provider shall grant unrestricted and effective access to 1) data related to the outsourced activities; 2) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by HLL, their auditors, regulators and other relevant Competent Authorities, as authorized under law.

#### **14. Subcontracting:**

As per scope of this RFP, **sub-contracting is permitted only with the approval of HLL.**

#### **15. Limitation of Liability**

- a) Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- b) The maximum aggregate liability of Service Provider, subject to below mentioned clauses, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
  - i. Claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;

- ii. Damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
- iii. Damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- iv. Regulatory or statutory fines imposed by a Government or Regulatory agency for noncompliance of statutory or regulatory guidelines applicable to HLL, provided such guidelines were brought to the notice of Service Provider.

## **16. LIQUIDATED DAMAGES**

- a) Design, development, implementation and maintenance of Human Resource Management (HRMS) system on SAAS basis shall be implemented by the successful bidder within the stipulated delivery date as specified in the Purchase Order / Work Order / Letter of Indent (LOI) from the date of award of work. If at any time during performance of the Contract, the bidder should encounter conditions impeding timely Design, development, implementation and maintenance of Human Resource Management (HRMS) system on SAAS basis, the bidder shall promptly notify HLL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, HLL shall evaluate the situation and may at its discretion extend the delivery time, with or without penalty.
- b) A delay by the bidder in the performing the Delivery, Installation, Validation, Commissioning and Go-Live obligations shall render the bidder liable to the imposition of penalty pursuant to agreement, unless an extension of time is granted from HLL without the imposition of Liquidated Damages.
- c) If the Supplier fails to deliver any or all of the deliverables as specified in the Purchase Order / Work Order / Letter of Indent (LOI) within the time period(s) and extended period(s) if any granted, HLL shall without prejudice to its other remedies under the Contract, deduct an amount as penalty, a sum equivalent to the percentage specified in the tender from the Contract Price.
- d) The successful bidder have to abide by delivery period(s) given in the Purchase Order / Work Order / Letter of Indent (LOI) and extended period(s) if any granted strictly. Penalty will be imposed for delay from the date of completion of scheduled time period(s) mentioned in the Purchase Order / Work Order / Letter of Indent (LOI) and extended period(s), if any granted @ 0.5% value of the contract price per week of delay subject to a maximum of 7.5% of the value of the contract price, if the deliverables are accepted by HLL after the stipulated delivery period(s).

## **17. Confidentiality**

Confidentiality obligation shall be as per Non-disclosure agreement (NDA) which is to be signed by the successful bidder. HLL reserves its right to recall all materials provided by HLL including Confidential Information, if stored in Service Provider system or environment, at any time during the term of the Contract or immediately upon expiry or termination of Contract. Service Provider shall ensure complete removal of such material or data from its system or environment (including backup media) to the satisfaction of HLL.

## **18. Delay in service provider's performance:**

- a) Delivery, installation, commissioning of the Software Solution and performance of Services shall be made by Service Provider within the timelines prescribed in **Clause No 31 (SLA)** of this RFP
- b) If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery of the Software Solution and performance of Services, Service Provider shall promptly notify HLL in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, HLL shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- c) Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

## **19. Obligation of service provider:**

- a) Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- b) Service Provider is obliged to work closely with HLL's staff, act within its own authority and abide by directives issued by HLL from time to time and complete implementation activities.
- c) Service Provider will abide by the job safety measures as per the existing laws and will free HLL from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold HLL responsible or obligated.

- d) Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- e) Service Provider shall treat as confidential, all data and information about HLL, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of HLL as explained under 'Non-Disclosure Agreement' in **clause No 17** of this RFP.
- f) Without HLL's prior written permission, Service Provider shall not store or share any materials including Confidential Information outside the geographical boundary of India or in/with a public cloud.
- g) Service Provider agrees that HLL either itself or through its authorized representative shall have right to perform ethical hacking on public IPs and URLs of Service Provider, wherein HLL has integrations.
- h) Service Provider agrees that it shall communicate to HLL well in advance along with detail plan of action, if any changes in Service Provider's environment/infrastructure is of the nature that may have direct or indirect impact on the Services provided under this Agreement or operations of its Services.
- i) Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- j) Service Provider shall abide by the provisions of the DPDP Act, 2023 as and when the relevant rules and guidelines come into force.
- k) Service Provider shall ensure confidentiality, integrity and availability of HLL's information at all times and shall comply with regard to the followings:
  - i. Acceptable Usage Policy: Information assets of Service Provider should be provided to its authorized users only for the intended purpose and users shall adhere to safe and acceptable usage practices.
  - ii. Email Usage: The employees of Service Provider shall use authorized media only for email communication.
  - iii. Password Management: Service Provider shall have a password management system in place, which ensures secure passwords.

- iv. **Physical and Environmental Security:** Service Provider shall provide sufficient guidance for its employees with respect to physical and environmental security.
- v. **Logical Access Control and User Access Management:** The access to information and information systems shall be according to the principles of "least privilege" and "need to know" basis to authorized users of Service Provider.
- vi. **Infrastructure Security:** Service Provider shall ensure correct and secure operations of information processing facilities.
- vii. **Information Security Incident Management:** Service provider shall ensure effective management of information security incidents, including the preservation of digital evidence.
- viii. **Communications Strategy:** Service provider shall ensure prevention of unauthorized access to communications traffic, or to any written information that is transmitted or transferred.
- ix. **Service Provider Relationship:** Service provider shall ensure that information security risks related to outsourcing of Services to any other party, if permitted by HLL, shall be assessed and managed regularly, to the satisfaction of HLL.
- x. **Digital Risk:** Service Provider shall ensure that electronic data is gathered and preserved in a systematic, standardized and legal manner to ensure the admissibility of the evidence for the purpose of any legal proceedings or investigations, whenever demanded by HLL.
- xi. **Change Management:** Service Provider shall provide a managed and orderly method in which changes to the information technology environment (including, database, operating system, application, networking etc.) are requested, tested and approved prior to installation or implementation.

**20. Technical Documentation:**

- a) Service Provider shall deliver the following documents to HLL for every software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- b) Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Software Solution as and when applicable.

- c) Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of HLL. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to HLL, free of cost in timely manner.

## **21. Intellectual Property Rights (IPR) and ownership:**

- a) For any technology / Software / solution developed/used/supplied by Service Provider for performing Services or licensing and implementing Software and solution for HLL as part of this RFP, Service Provider shall have right to use as well right to license for the outsourced services or third party product. HLL shall not be liable for any license or IPR violation on the part of Service provider.
- b) Without HLL's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit HLL's rights under this RFP.
- c) Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified HLL against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for HLL the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to HLL all amounts paid by HLL to Service Provider under this RFP/Agreement.

- d) HLL will give notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of HLL, unless such settlement releases HLL fully from such claim, (ii) Service Provider shall promptly provide HLL with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with HLL with respect to the defense and settlement of any such claim, and (iv) in any litigation to which HLL is also a party, HLL shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- e) Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with HLL's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform HLL of the same); (ii) any unauthorized modification or alteration of the Software by HLL or its employee; (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified HLL in writing that use of the update would have avoided the claim.

## **22. Liquidated Damages:**

If the Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, HLL may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 7.5% of total Project Cost. Once the maximum deduction is reached, HLL may consider termination of the Agreement with the service provider.

## **23. Disqualifications:**

HLL may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a) Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements.

- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- c) Submitted a proposal that is not accompanied by required documentation or is nonresponsive.
- d) Failed to provide clarifications related thereto, when sought Submitted more than one Proposal.
- e) Been declared ineligible by the Government of India/State/UT Government/ PSUs for corrupt and fraudulent practices or blacklisted.
- f) Submitted a Proposal with price adjustment/variation provision.

#### **24. Termination Clauses:**

- a) HLL may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
  - i. If the Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by HLL
  - ii. If the Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
  - iii. Violations of any terms and conditions stipulated in the RFP;
  - iv. On happening of any termination event mentioned in the RFP/Agreement.
- b) Prior to providing a written notice of termination to Service Provider under abovementioned points, HLL shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, HLL shall have right to initiate action in accordance with above clause.
- c) In the event HLL terminates the Contract in whole or in part for the breaches attributable to Service Provider, HLL may procure, upon such terms and in such manner as it deems appropriate, software and Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to HLL for any increase in cost for such similar Software Solution and/or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ HLL's data or any other relevant information to HLL in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to HLL. During the transition,

- Service Provider shall also support HLL on technical queries/support on process implementation or in case of software provision for future upgrades.
- d) HLL's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- e) In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, HLL at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, HLL shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by HLL, at no extra cost to HLL, for ensuring smooth switch over and continuity of services, provided where transition services are required by HLL or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a pe of 10% of the total Project Cost on demand to HLL, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.
- f) **Termination for Insolvency:** HLL may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to HLL.
- g) **Termination for Convenience:** HLL, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience. In the event of termination of the Agreement for HLL's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

#### **24A — Exit Management**

- 1. Exit Plan & Activation** The Service Provider must submit a comprehensive Exit Management Plan (EMP) within 60 days of contract signing, updated annually. The EMP activates automatically upon any termination notice or contract expiry. An Exit Manager must be appointed immediately to lead a minimum 180-day transition period at full SLA levels with no price escalations.

- 2. Data Ownership & Deletion** HLL retains full ownership of all HRMS data. Within 30 days of the exit trigger, the Provider must export all historical data in open, machine-readable formats (CSV, JSON, SQL). Within 30 days of HLL's validation, the Provider must irreversibly delete all data and provide a CERT-In audited Destruction Certificate. Failure to do so incurs a penalty of ₹1,00,000 per day.
- 3. Knowledge Transfer (KTP)** A structured KTP must begin 90 days before the final service date. This includes:
  - Full system configurations, API contracts, and database schemas.
  - Source code (where applicable) and integration maps (SAP, Biometrics, EPFO).
  - 20 structured sessions plus two rounds of re-clarification at no extra cost.
- 4. Successor Cooperation** The Provider must cooperate unconditionally with HLL's new vendor, including:
  - 5 joint working sessions and 48-hour response times to technical queries.
  - Providing access credentials and a 30-day parallel system run to ensure payroll continuity.
  - Non-cooperation constitutes a material breach, allowing recovery of damages from the Performance Bank Guarantee.
- 5. Service Continuity** There shall be zero disruption to HR processes. All SLAs (payroll, statutory filings, helpdesk) remain 100% active. Staffing levels cannot be reduced without HLL's approval. SLA penalties are doubled during the exit period to mitigate risk.

## **25. Governing Language :**

The governing language shall be English

## **26. Force Majeure**

- a) Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- b) For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Major acts of

- Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- c) If a Force Majeure situation arises, Service Provider shall promptly notify HLL in writing of such condition and the cause thereof. Unless otherwise directed by HLL in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
  - d) If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

## **27. Taxes & Duties**

- a) Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.
- b) Wherever the laws and regulations require deduction of such taxes at the source of payment, HLL shall effect such deductions from the payment due to Service Provider.

**SECTION-II (MINIMUM ELIGIBILITY CRITERIA)**

1. Only those Bidders who fulfil the eligibility criteria are eligible to participate in the RFP. The Bidders should submit their responses along with documentary evidence and self-declaration as required for the below minimum eligibility criteria.
2. Bidders are not barred from producing any additional evidence or testimonials other than the ones asked for in this RFP which may be relevant to the project.
3. Proposals of those Bidders, who do not fulfil any of the eligibility criteria as stated below in full, will be summarily rejected. Organizations found fulfilling the eligibility criteria as laid out below during the minimum eligibility evaluation will only be considered for the next stage of the RFP. Noncompliance to any of the eligibility bid requirements will result in the rejection of the Bid.
4. Assignments for companies in India only will be considered for eligibility and technical evaluation.
5. Minimum Eligibility criteria is given below:

<b>Category</b>	<b>Criteria</b>	<b>Supporting Documents to be submitted</b>
Bidder Company Details	The Bidder should be a registered company in India under Companies Act 1956 / 2013 and should have been in operation in India for at least Ten years as on date of tender publication. The Bidder should have a valid PAN and GSTIN in India. The OEM must have had a registered presence in India for at least 10 years as on date of tender publication.	<ol style="list-style-type: none"> <li>1. Copy of the Certificate of Incorporation issued by Registrar of Companies and Full address of the registered office, Contact details including Mobile no &amp; email ID</li> <li>2. Copy of PAN card</li> <li>3. Copy of GSTIN certificate.</li> </ol>
The bidder should have a minimum turnover of Rs.50Cr each in the last 3 years. Also, the Bidder should have a positive net worth as per the audited financial statements during the last 3 financial years (2022-23, 2023-24, 2024-25)		<ol style="list-style-type: none"> <li>1. Copy of the audited financial statement along with profit and loss statement for corresponding years and/or Certificate of the statutory auditor certifying the same.</li> </ol>

		<p>2. Certification by competent Authority on Company's Letterhead or certificate from CA that the company have positive net worth as on 31.03.2026.</p>
<p>Bidder had to submit Power of Attorney for authorized signatory</p>		<p>Certified copy of the Power of Attorney (on letter head) issued by the Managing Director/Chief Executive Officer/Authorized Official, duly authorizing the signatory to execute, sign, and submit all tender documents and to represent the organization in the tender process on its behalf.</p>
<p>The Bidder shall have completed (ie. Completion of Go-Live) an enterprise wide HRMS projects for Central Government/ State Government /PSU/Central Autonomous Bodies/ Private organizations in India, having minimum 5,000 users and minimum 2 such clients during the last 7 years, out of which</p> <p><b>1. Project value as follows:</b></p> <p>a) One project with Total Project Value not less than Rs. 5 Cr OR</p> <p>b) Two projects with Total Project Value not less than 3 Cr each OR</p> <p>c) Three projects with Total Project Value not less than 2 Cr. Each</p> <p><b>2. HRMS Implementation:</b></p> <p>The Bidder shall have implemented HRMS solutions, in whole or in part, with the following mandatory modules for any qualifying client, in compliance with the above eligibility conditions:</p>	<p>Copy of the purchase order/ contract / engagement letter/ credential letter from client-on-client letter head / credential email from clients official email ID. Bidder to provide details of successful projects, Client references <b>clearly indicating</b> the below details:</p> <p>a) Client Name, Contact Details &amp; Address</p> <p>b) Brief Project description</p> <p>c) Project Scope &amp; Deliverables</p> <p>d) Status of Engagement (Closed/ ongoing).</p> <p>e) Start Date &amp; End date</p> <p>f) No. of users for whom solution has been implemented</p> <p>g) Number &amp; Details of modules (Please Specify)</p> <p>h) Project Value (in Lakhs) (Only single work order)</p> <p>i) User acceptance report</p> <p>j) Client Feedback as per the parameters given</p>	<p>As per <b>Annexure-2</b></p>

<p>a) Recruitment &amp; Onboarding b) Employee Lifecycle c) HRIS d) PMS e) LMS f) Attendance &amp; Time Management g) Payroll Management h) Travel &amp; Tour Module i) Organization Assignment j) Custom Based workflow k) Reports &amp; Analytics</p>		
<p>The bidder must possess ISO/IEC 27001 Certification</p>		<p>Copy of the Valid Certificate to be provided</p>
<p>The bidder should have a minimum Capability Maturity Model Integration (CMMI) Level 3 certification, valid as on the date of bid submission.</p>		<p>Copy of the Valid Certificate to be provided</p>
<p>Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.</p>		<p>Bidder should specifically certify in <b>Annexure-1</b> in this regard.</p>
<p>Earnest Money Deposit</p>	<p>EMD: 3,00,000 (Rupees Three Lakhs Only)</p>	<p>NEFT/RTGS to Account of "HLL Lifecare Limited". Bank details given in <b>Annex-5</b></p>
<p>The bidder/implementation partner must have successfully executed at least one completed project involving SAP integration along with end-to-end data migration.</p>	<p>(Exp cert of bidder/ Implementation partner to be submitted)</p>	<p>Experience Certificate as per Annexure-2 Needs to be submitted</p>
<p>The Bidder should have a minimum of <b>100 IT Professionals</b> in their payroll in India.</p>		<p>Self-declaration of Bidders in the letter head duly signed by the authorized person.</p>
<ul style="list-style-type: none"> <li>The proposed Project Manager for this assignment must have over 12 years of IT experience, preferable with PMP certificate</li> </ul>		

including a minimum of 5 years of experience in HRMS implementation for projects of a similar scope as defined in this RFP.

- The proposed Team Leader(s) for this assignment must have over 8 years of IT experience, including a minimum of 3 years of experience in HRMS implementation for projects of a similar scope as defined in this RFP.
- The team proposed for this assignment must have at least 2 years of experience in HRMS implementation.

HLL reserves the right to interview the proposed personnel prior to the commencement of the project and may request replacement of any resource found unsuitable. HLL also reserves the right to seek replacement of personnel at any stage during the implementation phase if their performance or suitability is found to be unsatisfactory.

All the CV's should be in the format given in **Annexure-3**

**SECTION-III (TECHNICAL CRITERIA)**

1. The proposals meeting the eligibility qualification criteria will be evaluated as per the Technical Evaluation criteria.
2. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Technology Solution/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Technology Solution/services.
3. The Bidder shall demonstrate and substantiate all claims made in the Technical Bid, along with supporting documents, to establish the capability of the proposed solution/services to meet the required functionalities.
4. The evaluation committee shall evaluate the Technical Proposals based on their responsiveness to this RFP, applying the evaluation criteria, sub criteria, fitment and point system specified in the RFP. Each responsive Proposal will be given a technical score.
5. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, or if it fails to achieve the **minimum technical score (70 Marks)** indicated in the RFP.
6. During evaluation and comparison of Bids, HLL may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered, or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.
7. Bidder must respond to each requirement mentioned in the technical evaluation table as per format mentioned Below. Bidder must also submit Technical Cover Letter as per format provided in **Annexure 1**.

<b>TECHNICAL EVALUATION METRICS</b>				
<b>Sl. No</b>	<b>Particulars</b>	<b>Criteria</b>	<b>Marks</b>	<b>Maximum marks</b>
1	The bidder must have successfully completed at least two (2) HRMS implementation projects during the last seven (7) financial years (from 01.04.2019 to 31.03.2026). For the purpose of this clause, 'completion' shall mean successful implementation up to the Go-Live stage. The bidder shall submit client-issued completion certificates on official letterhead, containing full project details as specified in Annexure-2	If 2 HRMS projects	3	10
		If 3 HRMS projects	5	
		If More than 3 HRMS project implementations (2.5 marks for each additional experience (Max 5))	5	
2	The bidder must have successfully completed HRMS implementation projects in Government Organizations / PSUs in India, involving major modules such as Recruitment, Time & Attendance, Payroll Processing, Employee Lifecycle Management, Workflow, and Performance Management System (PMS) with minimum 500 users. The bidder shall submit client-issued completion certificates on official letterhead, containing full project details as specified in Annexure-2	5 Marks for each Client (Max 15 marks)	15	15
3	Average turnover of the bidder during the last 3 financial years (2022-23, 2023-24, 2024-25). Supporting documents must be provided.	<ul style="list-style-type: none"> <li>• INR 50Cr: 3 Marks</li> <li>• INR &gt;50-250 Cr: 5 Marks</li> <li>• INR &gt;250- 500 Cr and above: 10 Marks</li> <li>• INR &gt; 500 Cr : 15 Marks</li> </ul>	15	15
4	The bidder must have successfully completed HRMS projects (up to the Go-Live stage) with minimum project value of INR 2 crore per project during the last seven (7) years. Supporting documents to be produced as per <b>Annexure-2</b> . This is to assess and identify the highest-value project executed by the Bidder	Project Value of <ul style="list-style-type: none"> <li>• If Rs. 2-3 Cr: 3 Marks</li> <li>• If Rs. &gt;3-5 Cr: 5 Marks</li> <li>• If Rs. &gt;5-7 Cr : 10 Marks</li> <li>• If Rs. &gt;7-10 Cr : 12 Marks</li> <li>• Above Rs. 10 Cr: 15 Marks</li> </ul>	15	15
5	Number of IT Professionals associated with the Bidder (Undertaking to be given by the Bidder)	<ul style="list-style-type: none"> <li>• 100-500 numbers: 3 Marks</li> <li>• Above 500 Numbers: 5 Marks</li> </ul>	5	5

6	CMMI Level of the company (Copy of certificate to be attached)	CMMI Level 3: 3 marks	3	5
		CMMI Level 5: 5 marks	5	
7	Previous experience of SAP integration & Migration projects completed by the bidder (As per Annexure-2)	Completed Go-Live: 2.5 Marks per completed such projects	2.5 each	5
8	<p>The bidder shall perform a Live demonstration of the software along with the use cases provided. (Use case will be provided only to those bidders meeting minimum eligibility criteria)</p> <p>During the presentation, the bidder shall present the following points in addition to the use cases given for presenting:</p> <ul style="list-style-type: none"> <li>• Understanding of Scope</li> <li>• Approach &amp; Methodology covering all deliverables</li> <li>• Project Plan</li> <li>• Operation &amp; maintenance including Helpdesk Management</li> <li>• Risk Mitigation</li> </ul>	Demonstration of the software and the use case scenarios shall be presented by the bidder.	30	30
<b>Total Score</b> (Minimum 70 marks Required for clearing the cutoff)				<b>100</b>

## **28. EVALUATION PROCESS OF BIDS**

**Step 1: Evaluation of Minimum Eligibility Criteria (As per Section II)**

**Step 2: Evaluation of Technical Criteria (as per Section III)**

### **General points**

- a) The Bidder's technical/functional solutions proposed in the Bid document will be evaluated as per the requirements specified in the Scope of Work (Section 4 of this RFP) and the Bidder is required to provide details on the proposed solution adopting the evaluation framework mentioned below.
- b) HLL may undertake written clarifications from the Bidders. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the Bid documents.
- c) Technical Bid score will be evaluated using a weighted scoring mechanism that is pre- decided
- d) Only those Bidders with a minimum score of 70% of the total technical score in the technical evaluation will be shortlisted for the commercial evaluation.
- e) In case there is only one bidder having a total score for technical evaluation of 70% or more, HLL may, at its discretion, also consider the next highest technical score with a minimum score of 60%. In case none of the participating bidders qualify on technical criteria and reach or exceed the total score for technical evaluation of 70%, then HLL, at its sole discretion, may qualify three bidders based on the top 3 (if available) technical scores with a minimum score of 60%.
- f) HLL's decision in this regard shall be final & binding and no further discussion/ interface will be held with the bidders whose bids are technically disqualified/ rejected.

### **28.1. Step 3: Evaluation of Price Bid**

- a) HLL will open the commercial price Bids of only technically successful Bidders as per **Annexure 8**.
- b) The date for the opening of the commercial price Bid will be communicated separately to the technically eligible Bidders.
- c) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

- d) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
- e) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- f) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose commercial price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders.
- g) The evaluation will be carried out if commercial price Bids are complete and computationally and conceptionally correct as per the templates attached.
- h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid
- i) HLL reserves the right to accept or reject an offer without assigning any reason whatsoever. The Bidder is expected not to add any conditions/deviations to the commercial price Bid. Any such conditions/deviations may make the Bid liable for disqualification.

## **28.2. Step 4: Computation of Weighted Score**

- a) Bids will be evaluated as per Combined **Quality Cum Cost Based System (QCBS)**.
- b) After qualifying the Eligibility Criteria, the technical and commercial evaluation shall have the weightage of 70% and 30% respectively and the weightage will be considered for arriving at the successful Bidder.
- c) On the basis of the combined weighted score for technical and commercial evaluation, the Bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest combined score in the evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3, etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of the Contract. In case of tie between two or more bidders for the highest total combined score, then the bidder with highest technical score amongst such bidders

shall be the successful bidder. Formula for calculating the score is given below:

$$\text{Combined Score of A} = 70 \times \frac{\text{Technical Bid Score of A}}{(100)} + 30 \times \frac{\text{Lowest Price Bid}}{\text{Price Bid of A}}$$

Illustration of the calculation is given below:

Sl. No	Name of Bidder	Technical Score	Commercial Score	Weighted Technical Score (X)	Weighted Commercial Score (Y)	Final Score (X+Y)	Status
1	Party A	95	75	95/100*70=66.5	60/75*30=24.0	90.5	H1
2	Party B	85	65	85/100*70=59.5	60/65*30=27.6	87.1	H2
3	Party C	75	60	75/100*70=52.5	60/60*30=30.0	82.5	H3
4	Party D	70	60	70/100*70=49.0	60/60*30=30.0	79.0	H4

In this example, **Party A** scored highest score of 90.5 and has become the successful Bidder for implementing the project.

## **SECTION - IV (SCOPE OF WORK)**

### **29. EXISTING HR SYSTEM OF HLL LIFECARE LIMITED**

Being a Central PSU working under the Health Ministry, HLL has always been focusing on providing best in class products and services to enhance the quality of life and health of all categories of people across the country. In addition to the manufacturing units, a wide network of marketing/ infrastructure development/ Retail pharmacy and Laboratory chain are operating on a 24\*7 basis to cater the needs of people with almost 10,000 employees working directly and indirectly.

In order to provide HR support to the employees located across the country, HLL has been using multiple modes including SAP as a primary software (for majorly attendance, Payroll and KPI of Executives), FTC Appraisal Software (for the Performance appraisal of Fixed Term contract Employees), e-Office for Approvals etc. In addition to the same, some of the activities relating to major functions such as manpower Planning, Recruitment and training are done manually.

In order to combine all the existing systems and to overcome the limitations and challenges faced by these legacy systems, HLL Lifecare limited planning to introduce Robust, AI enabled, user friendly HR software having enterprise based HRMS capabilities. The proposed HRMS system would provide a competitive edge to HLL, especially with respect to offering increased operational efficiency, better operational controls, superior service delivery, better risk management, internal policy compliance and superior & timely management of information to support quick decision making at all levels of HLL. Current HR functions of HLL are given below:

- Manpower Planning and Recruitment
- Administration of Employee Relations
- Administration of Complaints and Discipline
- Transfers, Promotions etc.
- Employee Grievance
- Employee Engagement
- Talent Management
- LMS
- Training and Development
- Performance Management
- Separation
- Organization Structure and Employee Management
- Attendance and Payroll

## **30. SCOPE OF WORK**

### **30.1. Purpose of RFP**

1. This RFQ is being floated with the intent to evaluate and identify bidder for the systems outlined in the Scope of Work. HLL invites bids from reputed bidder having experience in implementation of the SaaS based Human Resource Management System (HRMS) solution.
2. The scope of the chosen bidder will include but not limited to the implementation, data migration delivery, support / services during transition, customization, integration, monitoring, testing, training, acceptance, documentation, maintenance and support for the solution being proposed by the bidder.
3. Considering the enormity of the assignment and the envisaged relationship with the bidder, any service, which forms a part of the solution that is not explicitly mentioned in this RFP as excluded, would form part of this RFP, and the bidder is expected to provide the same at no additional costs to HLL.
4. To introduce the best-practiced systems/processes and techniques in HR management to enhance efficiency for its employees to use a Web/Mobile enabled centralized solution with security features that helps the HLL achieve the objectives of operational efficiency, streamlined process and workflow automation in respect of HR functions.
5. To award the contract to a Bidder with necessary resources and expertise for delivering the software, other suits if required and agreed services as broadly outlined below.
6. The Selected bidder should integrate the HRMS with the existing systems of HLL (including biometric/ SAP/ FTC Appraisal software etc.)
7. The system should be able to integrate with HLLs email messaging system and should allow forwarding/receiving of emails to/from the system. The complete responsibility of integration of HRMS solution with the email system of HLL shall be of the bidder.
8. The proposed system should be capable of handling the major functionalities as required in the HRMS Solution. Bidder may however indicate all functionalities/ capabilities available in the solution proposed.
9. Selected bidder must assist HLL in Change Management. The offer should include the desired capability of HLL in Change management
10. The bidder shall undertake a detailed system study and requirement gathering for the proposed HRMS, in consultation with HLL, to understand existing processes and define functional and technical requirements.
11. The system should be scalable to support additional users and modules.
12. This system should be centralized with the facility of online access (capable to open on all devices such as mobile/ laptop/ tablet/ desktop/ Macbook). The proposed HRMS solution should also be accessible through internet using secure channel.

13. The product should have built-in features for providing role-based access to users of the HLL.
14. The solution should provide a facility for processing Payroll, reimbursements, etc. to all its employees (permanent and contractual) wherever required.
15. Proposed solution should assist the HLL in providing self-service facilities to the employees like browsing leave records, Printing of Pay Slips and electronic submission of various applications, etc. on on-line basis.
16. Proposed solution should act as a repository of all the service records of employees of the HLL. An employee shall have the facilities to apply for leave, do attendance regularization, reports, requests or grievances.
17. They should be able to receive the sanction or reply online from their reporting authority. HRMS should automatically prepare all accounts and registers of an employee like Service Book, Leave Account, Salary Account etc., retrieving relevant data from transactions.
18. Provide end-user IT support, impart the required training to the HLL's Officers for operating the proposed HR application
19. The Solution should be based on pure internet architecture with no download required on any client machine whatsoever (That is to run the solution the latest version of browser should be sufficient).
20. The solution should have built in security features to help only authorized users to use the application as per roles defined. The solution should have Standard security features like Password Management, User Management, Access control, Encryption of data, Time out and Audit Trails etc. should be supported in the Software.
21. Open Web Application Security Project (OWASP) guidelines to be followed and complied by the bidder.
22. The Bidder should provide workflow templates/ process flow documents to facilitate HLL's users to easily customize it according to its needs where there is no change in the business logic.
23. Development on Mobile Application should support iOS and Android platform.
24. Bidder will prepare detailed FRS, gap assessment documents, high and low level design documents, test plan, test cases, training and handover materials as part of the scope of work.
25. The Bidder shall be responsible for extractions, validations and migration of entire legacy data from the existing systems to new HRMS system by the Bidder before going-live with proper validations, controls and consistency checks in coordination with respective departments.
26. Conduct data migration activities and data cleansing activities. The bidder will have to study the current applications, its data structure and schemas and plan for migration. The bidder will be responsible to load the existing data in the new application. Enable Migration of data from existing systems with proper validation, controls and consistency checks as may be specified by HLL.

27. Conduct digitization of contents for knowledge management.
28. Build interfaces/data transfer mechanisms and integrate the new application with HLL's existing and future solutions
29. Rollout the new application across HLL and provide handholding support across the implemented locations
30. The responsibility for the details presented in the responses will be with the bidder, which will form part of the final legal contract. The selected bidder shall have the single-point responsibility/liability to ensure the fulfilment of all obligations of the bidder under the contract.
31. The bidder shall provide the latest AI-enabled features integrated with the HRMS.
32. The bidder has to provide necessary support during future upgrade of SAP applications (eg: SAP to S/4 HANA)
33. Bidders are requested to note that the Functional Requirement Document (**Annexure-6**), Manpower Module-wise Breakup (**Annexure-7**), and Tender Conditions may be amended, modified, or supplemented based on requirements identified during the pre-bid meeting with prospective bidders. However, HLL reserves the absolute right to proceed with the existing documents or to make such amendments as deemed necessary.
34. The bidder, if participating as Channel/ implementation Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India. For OEMs, directly Participating, the conditions mentioned above for support center remain applicable as per Annexure-1.
35. Since the proposed HRMS solution is offered on SaaS model, the bidder shall provide comprehensive support and maintenance services, including upgrades, security patches, bug fixing, monitoring and helpdesk services as part of the subscription/service model throughout the contract period. The HRMS solution shall remain under comprehensive warranty and AMC coverage for the entire contract duration. Accordingly, no separate payment towards warranty or AMC shall be admissible.
36. This RFP intend to create a new HRMS system having the following HR functions (Both in web and mobile):
  - Organization Structure
  - Performance Management
  - Employee Engagement
  - Payroll
  - Manpower Planning
  - Promotion and Transfer
  - Disciplinary and Vigilance
  - Employee Grievance
  - Tour & Travel module
  - Mobile Application
  - Attendance and Leaves Management
  - Talent Management
  - Recruitment
  - HRIS
  - LMS
  - Employee Benefits
  - Separation and F&F
  - HR Processes (Stagnation, Fixation)
  - Miscellaneous Functions
  - Custom Work Flow & Policies

Detailed Scope/ Functional Requirements of work is given in **Annexure- 6**.

### **30.2. Add on Modules**

As per the organizational requirements, certain additional modules—such as Canteen Management, Gate Management, Visitor Management, Conference Room Management etc. are proposed as add-on modules. These modules are specialized in nature and fall outside the core scope of the HRMS. They will cater to both standard HRMS users as well as walk-in users, non-users, and guest users.

Due to the unique nature of these modules, standardization of design and costing may not be feasible. Accordingly, these modules shall not form part of the core HRMS specifications/requirements and will be treated strictly as add-on modules. Their implementation will be location-specific and may vary depending on operational requirements and user population not covered under the standard HRMS framework. Therefore, these modules shall not be included in the Price Bid evaluation.

Detailed functional specifications of these add-on modules are provided in Document 3. Bidders are required to review the same and quote a lump sum amount, one-time price, or cost per user (whichever is applicable- column C or F of Part B2 of price bid) for the development and implementation of these modules. It is further noted that rates shall be quoted separately for each module, as per the prescribed format (Form B2 in the Price Bid). These rates shall be considered indicative and may be utilized by the organization in case of any requirement arises.

### **30.3. Description Of Software**

The scope for this project is the end-to-end design, deployment, management, and maintenance of a cloud based Human Resource Management System (HRMS) for HLL. The solution must be offered using the software-as-a-service (SaaS) model and must be having the following:

- a) The Solution Design of the proposed HRMS system will have to address both functional/business requirements, technical specifications for the platform as well as integrations with other HLL systems specified in the scope.
- b) Deployment of the solution in accordance with the Solution Design, including code development, system configuration within an India-based cloud environment including backup, disaster recovery compliant with MeitY guidelines, and all necessary technical activities to deliver a fully functional solution
- c) Testing of the new platform addressing both functional and nonfunctional behaviors (including performance, capacity, and security testing)

- d) Hosting of applications, including disaster recovery, database backup, and data storage, must be on cloud infrastructure located exclusively within India
- e) Technical training assistance and knowledge transfer to existing HLL personnel for system and enhancements
- f) Customization and module addition, if any
- g) Bidder shall ensure that all systemic changes or regulatory guidelines or other HLL requirements as per the RFP are made available from day one of the solution going live. Any new government/ regulatory requirements that impact the provided solution to HLL need to be incorporated as a feature upgrade or any enhancement or a patch and should be provided to HLL at no additional cost during the period of the Contract.
- h) Bidder shall provide rights for upgraded version of the solutions at no additional cost during the period of the Contract.
- i) Test instance to be always available and refreshed in the frequency confirmed by HLL
- j) The Bidder will be required to fix any vulnerability in the solution at no additional cost during the entire tenure of the contract. These vulnerabilities can be detected by the HLL or can be a finding of any internal or external audit conducted by the HLL or its auditors on a periodic basis.
- k) The bidder is completely responsible for the proposed solution to meet the scope and objectives of the RFP and all addenda & corrigenda issued thereafter. HLL assumes no responsibility for assumptions made by the bidder. In the event the proposed solution fails to meet the Service Level Agreement (SLA) service levels and the scope and objectives of the RFP (and addendums), the bidder will have to upgrade, modify or replace the solution at no additional cost to HLL.
- l) The configuration, operation—including daily backups, disaster recovery—and maintenance of the cloud hosting infrastructure shall be the responsibility of the bidder.”

#### **30.4. Assumptions**

- a) HLL will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against HLL for any license related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder.
- b) Further if the selected Bidder has missed out providing any required licenses/artifact/resource requirements etc. to HLL, then HLL will not bear any additional amount for procurement of such licenses/artifact/provision of resources later.
- c) The successful Bidder must ensure sufficient and capable manpower for delivery and achieving SLA targets during the entire period of the Contract

- d) The Bidder will provide a clear overview of the intended deliverables (including real-life examples), activities, and phases of work required to deliver the project in the RFP.

### **30.5. Description of Deliverables**

- a) Bidder shall meet the requirements on Web and Mobile app as outlined in the detailed scope of this RFP
- b) The system should have undergone system testing, integration testing, regression testing, load testing, performance testing and user acceptance testing before org-wide go live.
- c) The bidder will also be required to submit the following list of documentation
- Project plan, technical design document and product specifications
  - HRMS Configuration Workbooks
  - Product manual including software media and license materials
  - Integration Specification Document
  - Data Migration Strategy & Implementation Plan
  - Testing Strategy
  - System Validation Test Scenarios
  - System Validation Test Scripts
  - System Integration Test Scenarios
  - System Integration Test Scripts
  - Test tracking Log
  - Training Strategy and Material
  - Deployment Plan
  - Standard Operating Procedures (SOPs)
  - Any other document requested by HLL

### **30.6. Third-Party Components : Not applicable**

### **30.7. Integration/ Migration/ Hypercare requirements**

#### **a) Interface & Integration requirements**

All integration requisites with HLL's existing system is shared comprehensively in **Annexure-12**. The bidder shall assume responsibility for ensuring the fulfillment of all specified requirements.

- 1) The selected Bidder has to customize, implement, rollout and maintain the interfaces.

- 2) The Bidder is required to build interfaces between the proposed Solution with the applications and systems mentioned in requirements.
- 3) HLL expects that the integration/interface architecture is based around industry best practices.
- 4) The selected Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed solution to the existing systems of HLL for all functionalities as mentioned in this RFP and third-party systems as specified by HLL. The integration architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with enterprise architecture of HLL.
- 5) The Bidder will present to HLL the interface requirements for review. Any suggestions from HLL will have to be included by the Bidder.
- 6) The Bidder will be responsible for developing, testing and maintaining the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.
- 7) The Bidder must ensure that all applicable interfaces are automated with no manual intervention required for their successful operation on an on-going basis.
- 8) The Bidder must ensure to incorporate all necessary security & control features within the application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times. The Bidder will be responsible for setting up the test environment for interface testing.
- 9) The Bidder will help/assist HLL in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of HLL.
- 10) HLL expects that the integration/interface architecture is based around industry best practices. The integration architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with enterprise architecture of HLL.
- 11) The Bidder will be responsible for setting up the test environment for interface testing.
- 12) Bidder shall ensure that the test cases meet all the testing requirements of HLL.

**b) Migration**

- 1) Selected bidder will be responsible for formulating the “Data Migration Strategy” and process documents.
- 2) Selected bidder will take not more than 15 (Fifteen) working days from date of release of purchase order to prepare the “Data Migration Strategy” and process documents.

- 3) The selected bidder has to provide the Data Extraction tool. If required, the tool will be customized by selected bidder to meet HLL specific migration requirements.
- 4) Selected bidder will need to understand the file structure of the existing applications. Selected bidder will have to provide facility in the tool to generate data files in the structure as required for upload to its Solution.
- 5) HLL will review and sign-off the Data Migration Strategy and process documents.
- 6) All comments and suggestions of HLL must be incorporated in the Data Migration Strategy and process documents before obtaining sign-off.
- 7) Selected bidder shall provide Data Migration services until the entire data is migrated successfully into the production environment and HLL goes live on the HRMS Solutions at no additional cost.
- 8) The successful bidder will perform data mapping exercise between existing data and proposed solution, provide checkpoint reports to ensure thorough reconciliation of the data, while ensuring data integrity
- 9) The Bidder will need to migrate the master data and transactional data, migrate live and historical data from the current legacy systems to the new application.
- 10) It will be the responsibility of the Bidder to ensure complete data cleansing and validation for all data migrated from the legacy systems to the new application. The Bidder will use scripts to check the data quality, validation results and share the results of same with HLL for review and assessment of quality data migration carried out.
- 11) The Bidder will be responsible for assisting HLL in conducting the acceptance testing and in verifying the completeness and accuracy of the data migrated from the legacy applications to the new application. The Bidder shall perform mock data migration tests to validate the migrated data
- 12) The Bidder shall ensure that sufficient training is imparted to the data migration team of HLL with regards to the new application data structure, field mapping requirements, field validations, default values and gaps in field mapping reports
- 13) The Bidder will be responsible to develop control reports for verification of the data both before and after migration.
- 14) HLL will review and sign-off the Data Migration Strategy and process documents. All comments and suggestions of the HLL must be incorporated in the Data Migration Strategy and process documents before obtaining sign-off.
- 15) Selected bidder may associate HLL's personnel proficient in the legacy systems for assistance during the data migration exercise and identify areas of data mapping and suggest data requirements for the gaps identified. In the event of any gaps in the field mapping reports, the same would be discussed.
- 16) Selected bidder has to ensure that only experienced personnel who have past experience in data migration activities are deployed for data migration process.

- The personnel would need to be deployed at HLL's Office at Trivandrum location on full time basis during the engagement.
- 17) HLL reserves the right 'to audit'/ 'appoint an external auditor to audit' the process of data migration and/or the completeness and accuracy of the data migrated during the entire exercise of data migrations.
  - 18) Any gaps/discrepancy observed will be reported in writing to selected bidder, who will act upon them and resolve the same immediately or within maximum 5 working days from the day of reporting the same.
  - 19) The selected Bidder shall submit Migration Completion Report with all checks and balances verified and confirmed.
  - 20) The Bidder will be responsible for data migration to the new system in case of contract termination, at no additional cost to HLL.

**c) Hyper-Care Period**

- 1) For each implementation phase, Hyper-Care will begin from Go-Live and will end after the completion of 90 days from the Go-Live date.
- 2) During hypercare tenure, dedicated teams to be available around the clock to address urgent issues, minimize downtime, and ensure the smooth operation of critical systems.
- 3) They should provide immediate assistance, troubleshoot problems, and escalate issues as necessary to ensure timely resolution.

**30.8. Help Desk Requirements**

The bidders post-implementation support team resources are expected to be deployed for 6 days a week and an estimated 8 hours a day as per the working calendar of HLL. Also, HLL reserves the right to request resources to work beyond these parameters as needed. Bidder shall provide a highly skilled support team onsite, for the management of post implementation support, if required.

**30.9. System Integration Testing & User Acceptance Testing**

- a) Service Provider should integrate the software with the existing systems as per requirement of HLL and carry out thorough system integration testing.
- b) System integration testing will be followed by user acceptance testing, plan for which has to be submitted by Service Provider to HLL. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. HLL staff / third Party vendor designated by HLL will carry out the functional testing. The staff / third party vendor will need necessary on-site training for the purpose and should be provided by Service Provider.
- c) Service Provider should carry out other testing like resiliency/ benchmarking/ load etc. Service Provider should submit result log for all testing to HLL.

- d) On satisfactory completion of the aforementioned tests, the User Acceptance Test (UAT) letter will be issued by HLL to Service Provider

### **30.10. MIS Report Generation**

- 1) The system should be capable of generating reports required by HLL from time to time.
- 2) The system should be capable of creating custom Analytical Dashboards etc.
- 3) A list of pre-configured reports should be specified along with the technical Bid.
- 4) The screen view and reports should offer complete drill down facility. It should be possible to drill down from a macro picture to the micro or lower most detail stored in the system. The reports should be supported with a strong graphical user interface that is customizable
- 5) Provide the capability to rapidly generate additional reports with an easy-to-use report writer tool/wizard.

### **30.11. Performance Requirements**

The Bidder will have to guarantee a minimum uptime of 99.5%, calculated monthly. Application (As a whole / any module of the application) availability will be 99.5% on 24x7x365. The bidder undertakes and guarantees a system Up-Time of 99.5% during the period of contract. Increased application traffic during peak hours should not lead to slowness of application.

### **30.12. Audit requirements**

- a) The Bidder shall Provide audit report of the process and infrastructure.
- b) Maintain a comprehensive audit trail not limited to (of addition, deletion, modification, activation, de-activation of users and their system rights, business transactions, batch operations) and on-screen view for all actions in the system including audit logs listing old and new values.
- c) Provide facility to generate reports for meeting current and future audit, regulatory and statutory requirements
- d) Provide automated audit tools for HLL's internal/ concurrent/ statutory or any other government authorities/inspectors for auditing all the components of the solution provided.

### **30.13. Scalability Requirements**

The bidder shall provide solution that is able to meet the following requirements

- a) The approximate number of users is **4000 (Four thousand only)** initially as per **Annexure-7**. However, the bidder to ensure the proposed application should be scalable as per HLL's future requirement

- b) Considering the growth projection, the bidder has to provide hardware sizing for the next 5 years.
- c) The Bidder should ensure that there is headroom of 15% in terms of vertical scalability and horizontal scalability in the proposed Storage.

### **30.14. Regulatory / Compliance Requirements**

- a) The proposed solution must meet all statutory and regulatory Requirements from day one of the solutions going live.
- b) Within the contract period, any new government/ regulatory requirements that impact the provided solution to HLL need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to HLL at no additional cost within the mandated timeline decided by government/ regulator to ensure HLL's compliance
- c) The solution should be implemented as per industry best practices. It should be customized to meet HLL's requirements.
- d) It should comply with India specific data security and access regulations and/or certifications. Bidder shall comply with Data Governance policies and standards of HLL including data retention. Also the same may be complied with all the existing govt of India rules.
- e) The bidder has to provide patches and fixes for all the regulatory and audit compliance requirements and observations during the contract period without any additional cost to the HLL.
- f) The bidder has to ensure no data leakage.
- g) The bidder has to provide encryption using Advanced Encryption Standard (AES) 256 or latest of the same to protect HLL's data at rest and in motion.

### **30.15. Security Requirements**

- a) Bidder should secure HLL's data (if shared) while transiting, processing, at the store, during backup and archival, over external media, etc. with latest & secured encryption standards.
- b) Bidder should completely erase the data after processing at their end, if so permitted to be stored.
- c) Bidder should be willing to implement an efficient and sufficient preventive control to protect HLL's interests against any damage under sec (43) of IT Act.
- d) Bidder should ensure that all default admin and root users are deleted/disabled, and access is based on user-specific IDs and all such accesses are logged
- e) Bidder should define proper access control for protecting HLL's data (if shared) and access to the data is strictly on a need-to-know Basis.
- f) Bidder should ensure that the key used by it to encrypt HLL's data (if shared) should be different i.e., it should not be the same that was/is used for other clients.

- g) Bidder should confirm that data should not be allowed to be downloaded or to prepare copies unless explicitly approved.
- h) The bidder shall comply with HLL's Information Technology and Information Security Policies, procedures and guidelines applicable from time to time.
- i) Technical security must include, at a minimum, the approach to each of the following:
- 1) Application security and data sensitivity classification
  - 2) Intrusion management
  - 3) Monitoring and reporting
  - 4) Host hardening
  - 5) Remote access
  - 6) Encryption (AES 256-bit or latest)
  - 7) Details of integration with HLL's Identity and Access
  - 8) Management Application
  - 9) Interface security
  - 10) Security test procedures
  - 11) Security patch management
  - 12) Defending against viruses
  - 13) Secure Sockets Layer (SSL) for providing Communications security
- j) **User Access Security:** The Bidder will have to ensure that all the proposed applications integration with HLL's Identity & Access Management and Single Sign On solution. The Bidder shall also define the approach for user access security. The user access plan may cover the following points:
- 1) Types and relationships between the application security elements, e.g., users, groups, and roles
  - 2) Categorization of access into different security levels that will be defined by HLL to include, at a minimum, users, groups, and roles
  - 3) Matrix of roles and privileges
  - 4) Screen/Window level security
  - 5) Level of authorization/security for specific functions by individual user including module level security for grouping of screens/pages
  - 6) Security checks, before allowing access to any files including data, software, code, resources, or any other files resident with or accessed by HLL
  - 7) Types of events that require logging and monitoring in response to specific situations.
  - 8) Successful and unsuccessful logons and logoffs
  - 9) Successful and unsuccessful attempts to access security relevant files and utilities, including user authentication information

- 10) Log information on read, modify operations
- 11) Configuration changes made during auditing operations
- 12) Unsuccessful usage of user identification or authentication mechanism
- 13) Changes to the time or any other sensitive field value
- 14) Activities that modify, bypass, or negate system security controls
- 15) Use of privileged accounts
- 16) Administrator logons, changes to the administrator group, and account lockouts
- 17) Actions following log storage failure or exceeding threshold levels
- 18) Modifications to user groups within a role
- 19) Key recovery requests and associated responses
- 20) Access denials resulting from excessive numbers of logon attempts
- 21) Blocking or blacklisting of user ID, terminal, or access port
- 22) Detected attacks
- 23) Rejections of new sessions based on limits to number of concurrent sessions

**k) Backup, Archiving and Disaster Recovery & Business Continuity Plan**

- 1) The selected Bidder will be responsible for providing regular backup (full, incremental, and inclusive of log backup), disaster recovery (DR) services under the standard hosting agreement.
- 2) The selected bidder shall prepare a disaster recovery and business continuity plan and Disaster Recovery Plan that provides for adequate backup and recovery for all operations, both manual and automated, as per the HLL format and submit the same. Plan includes
  - Recovery procedures from all events ranging from a minor Malfunction to a major disaster
  - Checkpoint/restart capabilities
  - Retention and storage of backup files and software/software configuration
  - Identification of the core business processes involved in the application
  - Documentation of contingency plans
  - Definition of triggers for activating contingency plans
  - Existing Infrastructure (OS, Network, Tools, etc.)
- 3) Selected bidder shall provide real time dashboard to monitor DR sync status.
- 4) The bidder shall ensure that, the switch over and switch back between Production and DR should be automated and ensure Recovery Time Objective (RTO) of 60 minutes and Recovery Point Objective (RPO) of 15 minutes are achieved.

### **30.16. User Training**

- a) The Selected Bidder will be responsible for training HLL's employees in the areas of parameterization, implementation, security, operation and migration operation, management, error handling, system administration, etc. The training and knowledge transfer should at least cover the following areas:
- 1) Functionality available in the solution
  - 2) Product setup and parameterization
  - 3) Impact analysis
  - 4) Advanced user training
  - 5) Techniques of generating various MIS reports
  - 6) Using all the auditing tools being provided
  - 7) Developing new audit reports/tools in the proposed solution
  - 8) System and Application administration
  - 9) Log analysis and monitoring
  - 10) Techniques of generating various MIS reports from the application
  - 11) User management.
  - 12) Application architecture and development.
  - 13) Advanced trouble shooting techniques.
  - 14) Production support & Custom workflow management
  - 15) Database and data dictionary
- b) The selected Bidder will be responsible for providing proper lab-based training and any required training materials to the trainees.
- c) The Bidder will provide a detailed training schedule to HLL for review and sign – off prior to commencement of the training including the training material.
- d) Before the start of UAT, all core users of the system identified need to be trained for conducting UAT.
- e) The Bidder will impart training to the trainers, who will in turn be responsible for training the end user, prior to the Go-Live.
- f) The Bidder should ensure that the end user training is scheduled and completed at least a week prior to Go-Live.
- g) The Bidder will be responsible for providing the users with the requisite training material and refresher courses in both hard, soft copies, e-learning courseware for the core team training, technical training, end user training and train the trainers. The onus of preparing the training material will be on the Bidder.
- h) Bidder to enable smooth migration of knowledge
- i) The selected Bidder must ensure that there is online help available for each functional area within the solution post-go-live of the application for every user of HLL.
- j) Retraining may be requested by HLL, if required and the bidder shall provide the same with free of cost.

### **30.17. Review and Testing; Acceptance**

- a) The Bidder shall submit test plans to HLL in advance.
- b) The bidder shall carry out thorough System Integration Testing (SIT) to confirm if the integrations with other systems are working properly.
- c) System integration testing will be followed by user acceptance testing which includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests, Security Assessments etc. Designated HLL employees will carry out the functional testing.
- d) Any cost incurred by the Bidder in the said regard shall be deemed to be part of Total Project Cost and no additional cost shall be payable by HLL.
- e) Bidder should submit result log for all testing to HLL
- f) Any deviations/ discrepancies/ errors observed during the testing phase will be formally reported to the selected Bidder and the selected Bidder will have to resolve them immediately.
- g) The bidder shall test all the existing reports and business transactional flow with proposed application. The bidder is also required to assist HLL team with UAT testing for all instances in the scope.
- h) The system will be considered accepted only after User acceptance test is completed as per the agreed plan and is duly signed/certified by HLL.
- i) The final acceptance of the HRMS will be based on the UAT signoff, moving the same into pilot and successful go-live

### **30.18. Documentation/ Manuals**

Soft copies of User and Technical manuals are to be provided for all the functionalities, modules, tools proposed for the solution separately. All such documentation and manuals will have to be kept up to date with proper version control during the entire contract period. HLL may require the selected bidder to deliver the following documents both in hard and soft copy to HLL during development, implementation of the solutions and during the handing-over phase post completion of the contract period.

- a) Detailed project plan adhering to the high level roll out plan mentioned in the Scope of Work.
- b) Detailed SRS (System Requirement Specifications) Document.
- c) High Level Architecture Document.
- d) High Level Solution Design Document.
- e) Migration Strategy Document.
- f) Techno - Functional Risks and Mitigation Document.
- g) Functionality Traceability matrix which would provide details on the interdependence of the technical components for the realization of a functionality.

- h) Content Management Guide.
- i) Change Management Methodology Document.
- j) Security Guide, Security Audit Certificate Copy, Test Plans.
- k) Comprehensive Test Cases Document (Unit, Integration and UAT Test Cases tested).
- l) User Management Guide.
- m) System Manual- Architecture, Entity-Relationship diagrams, (Soft Copy as well as Hard Copy).
- n) User Manual (Soft Copy as well as Hard Copy).
- o) Release Notes

### **31. SERVICE LEVEL AGREEMENTS (SLA)**

The purpose of this SLA is to clearly define the levels of service which shall be provided by the Bidder to HLL for the duration of this contract. SLA will form an integral part of the contract and will be signed along with the agreement. This SLA section provides for the minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The SLA has been logically segregated into 2 categories viz. Implementation SLA and Operations and Maintenance SLA.

#### **1. Implementation SLA**

<b>Sl. No</b>	<b>Milestone</b>	<b>Completion date</b>
1	Award of contract	T1
2	The signing of Agreements, Providing Performance Bank Guarantee	T2=T1+10 Days (before 11 <sup>th</sup> Day)
3	Business Analysis, Study of FRS and Preparation of SRS document	T3=T2+60 days (before 71 <sup>th</sup> day)
4	Software Customization, Data Migration, Testing and Integration testing	T4= T3+150 days (before 221 <sup>st</sup> day)
5	UAT and Sign Off, Trainings	T5=T4+ 90 days (before 311 <sup>th</sup> day)
6	<ul style="list-style-type: none"> <li>• Application Security Audit auditor and Performance/ Load testing</li> <li>• Submission of Application Knowledge Documents and User Manuals</li> <li>• Go-Live of the application Software &amp; Start of Warranty</li> </ul>	T6=T5+30 days (before 341 <sup>th</sup> day)
7	Hypercare	90 days post go-live
8	Post implementation support / Warranty-	9 Months Warranty After Go-live
9	SaaS Subscription + Managed Support Services	5 years

Bidders are requested to note that any errors/issues identified even after the hypercare period shall be rectified by the bidder at no additional cost. Also, the SaaS subscription itself should include:

- Product support
- Bug fixing & Security patches
- SLA-based uptime commitments
- Version upgrades
- Helpdesk support
- Backup & disaster recovery
- Cloud hosting support
- Performance monitoring
- Comprehensive AMC & Warranty

SI. No	Milestones to Achieve
1	Requirement gathering/Current state report
2	Preparation & submission of Functional Requirement specification (FRS)
3	Review and Sign-off on FRS
4	Design & Development of HRMS
5	Training of HLL Core Team
6	User Acceptance Testing and certification for the implementation
7	Development of user training plan, curriculum, materials, FAQs
8	Development of system user manual and technical manual
9	User Training
10	Go Live and Client Approval on the Implementation

## **2. Operation & Maintenance SLA**

The operations and maintenance SLA is to define the levels of service expected to be provided by the successful Bidder. The application support team shall be available on a 24x7 basis (Hours x Days) during the Operations and Maintenance phase.

### **1) Error Generation and Response Time Matrix**

Severity Level	Description	First Response Time	Resolution Time
<b>Level 1 (Critical)</b>	<p>Technical and systems problems that block a whole organization from performing critical business operations. A significant majority of users (60% or more) are impacted. The service must be restored immediately. No workaround or temporary solution is available to continue business operations.</p> <p><i>E.g.: Widespread log-in issues, system outage impacting the majority of user, security breach or vulnerabilities</i></p>	30 Minutes	2 Business Hours

<p><b>Level 2 (High)</b></p>	<p>Blocks significant users from completing major functionalities and/or causes a severe drop in the app's performance. Impacts around half or more users. The service must be restored in a short time. A workaround or temporary solution may or may not be available.</p> <p>E.g.: <i>Intermittent access issues and major functionality errors such as course content loading, inability to submit assignments or quizzes</i></p>	<p>1 Business Hour</p>	<p>4 business hours</p>
<p><b>Level 3 (Medium)</b></p>	<p>Moderately impacts users' ability to use the platform/app and hinders certain non-business critical operations. It affects a small number of users (&lt;10%). Restoration of service can take comparatively more time. A temporary workaround is available with some additional effort.</p> <p>E.g.: <i>Course content display issues, user data accuracy issues, incompatibility with browser or mobile updates for specific user group</i></p>	<p>2 business hours</p>	<p>8 business hours</p>
<p><b>Level 4 (Low)</b></p>	<p>Creates a sub-optimal end-user experience, only affects one or multiple users from performing non-critical operations. May not require immediate attention as it does not significantly affect the user's productivity. A workaround is easily available.</p> <p>E.g.: <i>Cosmetic issues such as layout changes, font size, etc., feature enhancement requests, course content alignment</i></p>	<p>4 business hours</p>	<p>12 business hours</p>

## 2) Penalty Clauses

Penalty clauses under this RFP is given below:

SI. No	Penalties
1	Penalty for delay in implementation
2	Penalties due to Downtime of applications
3	Penalties during Hyper-Care Support and Stable State Support
4	Penalty for delay in remediation of Fixing Zero-Day Viruses/Un-identified Threats/others
5	Penalties arising out of Migration of Data Accuracy

### 2.1 Penalty for delay in implementation

- 1) HLL expects that the selected bidder completes the scope of work within the timeframe defined in this RFP. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would

## HLL LIFECARE LIMITED

be treated as breach of contract and would invoke the penalty clause. The rate of penalty would be 0.5% subject to 7.5% maximum of the implementation cost per week of delay or non-compliance. HLL at its discretion may apply this rule to any major non delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.

- 2) Thereafter, at the discretion of HLL, the contract may be cancelled. HLL also has the right to invoke the Performance Guarantee, Penalty Clause on delay which is not attributable to HLL and is attributable to the selected Bidder.
- 3) The bidder should ensure implementation of HRMS application with all the functional, technical and cloud and security requirements as specified in the RFP document.
- 4) Notwithstanding anything contained above, no such penalty will be chargeable on the selected bidder for the inability occasioned, if such inability is due to reasons entirely attributable to HLL.

### 2.2 Penalties due to Downtime of applications

Bidder will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.

$$\text{Uptime \%} = \frac{(\text{Sum of Total hours during Month} - \text{Sum of downtime hours during month})}{\text{Sum of Total hours during Month}} * 100$$

Total Hours during a month = 24 \* Total number of days in the month

Level of Monthly Uptime	Penalty
99.50% and above	No Penalty
98% and above but below 99.50%	1% of cost of Monthly charges
97% and above but below 98%	2% of cost of Monthly charges
96% and above but below 97%	3% of cost of Monthly charges
95% and above but below 96%	4% of cost of Monthly charges
Below 95%	5% of cost of Monthly charges

### 2.3 Penalties during Hyper-Care Support and Stable State Support

All the calls are to be logged into and ticket number should be generated. The penalty will be deducted from any of the payment due.

Severity Level	Description	First Response Time	Resolution Time	Penalty
<b>Level 1 (Critical)</b>	Technical and systems problems that block a whole organization from performing critical business operations. A significant majority of users (60% or more) are impacted. The service must be restored immediately. No workaround or temporary solution is available to continue business operations.	30 Minutes	2 Business Hours	5% of invoice raised per Hrs. or part thereof after resolution time limit crossed
<b>Level 2 (High)</b>	Blocks significant users from completing major functionalities and/or causes a severe drop in the app's performance. Impacts around half or more users. The service must be restored in a short time. A workaround or temporary solution may or may not be available.	1 Business Hour	4 business hours	2% of invoice raised per Hrs. or part thereof after resolution time limit crossed
<b>Level 3 (Medium)</b>	Moderately impacts users' ability to use the platform/app and hinders certain non-business critical operations. It affects a small number of users (<10%). Restoration of service can take comparatively more time. A temporary workaround is available with some additional effort.	2 business hours	8 business hours	1% of invoice raised per Hrs. or part thereof after resolution time limit crossed
<b>Level 4 (Low)</b>	Creates a sub-optimal end-user experience, only affects one or multiple users from performing non-critical operations. May not require immediate attention as it does not significantly affect the user's productivity. A workaround is easily available.	4 business hours	12 business hours	0.5% of invoice raised per Hrs. or part thereof after resolution time limit crossed

### 2.4 Penalty for delay in remediation of Fixing Zero-Day Viruses/Un- identified Threats/others

Hours	Penalty
Up to 4 Hrs.	No Penalty
Between 4 Hours to 8 Hrs.	0.1% of invoice raised per hour of delay per quarter
Between 8 hrs. to 12 hrs.	0.5% of invoice raised per hour of delay per quarter
Between 12 hrs. to 24 hrs.	1% of invoice raised per hour of delay per quarter
Between 24 hrs. to 48 hrs.	2% of invoice raised per hour of delay per quarter
Above 48 hrs.	5% of invoice raised per hour of delay per quarter

## **2.5 Penalties arising out of Migration of Data Accuracy**

- 1) The bidder shall guarantee 100% accuracy for data migration. The Bidder shall be liable for liquidated damages if the data accuracy falls below 100%.
- 2) The percentage shall be calculated as below:  

$$\frac{\text{(Total no of error free records migrated)}}{\text{Total no of records migrated in that batch}} * 100$$
- 3) Penalty at the rate of Rs.25,000/- will be applied for every drop in 1% of data migration i.e., Rs.25,000/- if the data accuracy is below 100% and Rs.50,000/- if the data accuracy is below 99% and so on for every %.

### **i. Escalation Hierarchy and Matrix**

The escalation hierarchy for HLL will be jointly decided by HLL and the Bidder once the Bidder is on boarded. The indicative escalation hierarchy for the Bidder is illustrated below in the table. The Bidder will provide the exact escalation hierarchy as per the **Annexure-11**.

<b>Incident to be reported within (in unresolved)</b>	<b>Bidder</b>
2 Hours	Bidder Engineers
4 Hours	Bidder Project Manager
8 Hours	Bidder Project Director
16 Hours	Bidder Delivery Head
24 Hours	Bidder Country Manager
36 Hours	Bidder Country Manager
48 Hours	Bidder Region Head

### **ii. Payment Schedule**

HLL's standard payment terms are applicable. No advance will be paid against the Purchase order.

<b>Payment Schedule for Onetime Implementation</b>		
<b>Sl. No</b>	<b>Key Milestone</b>	<b>Percentage Distribution</b>
1	On completion of process workshops and finalization of SRS for HLL's HRMS software	10%
2	On completion of Software Customization, Testing, Integration testing & User Acceptance Test	20%
3	On completion of data migration and successful data migration audit from HLL	10%
4	On organization wide Go Live	30%
5	90 days post go-live date with 2 parallel runs of modules (especially payroll module) with the fulfilment of mandatory requirements given below.	30%
<b>Total</b>		<b>100%</b>
<b>Payment Schedule for Subscription period</b>		
Payments shall be made on a half-yearly basis, commencing at the end of each half-year period.		

**NB:**

1. Payments will be made after full completion of each milestone, based on the submission of invoices and completion reports duly accepted by HLL.
2. Payments for Sl. No 1 to 3 shall be made against the submission of Bank guarantee (BG from Nationalized Bank/ Scheduled Bank) for the said amount by the bidder valid till the date of go-live.
3. Partial payments will not be made in any of the stages.

**SECTION-V (ANNEXURES)**

<b>Annexure</b>	<b>Subject</b>	<b>Page Number</b>
ANNEXURE-1	BID FORM (TECHNICAL BID)	63
ANNEXURE-2	FORMAT FOR SUBMISSION OF CLIENT REFERENCES	66
ANNEXURE-3	CV FORMAT	67
ANNEXURE-4	PRE-BID QUERY FORMAT	68
ANNEXURE-5	HLL BANK DETAILS	69
ANNEXURE-6	FUNCTIONAL REQUIRMENT FITMENT EVALUATION	70
ANNEXURE- 7	MANPOWER-MODULEWISE BREAKUP	71
ANNEXURE-8	PRICE BID	73
ANNEXURE-9	INTEGRITY PACT POLICY	78
ANNEXURE-10	PROPOSED APPROACH & METHODOLOGY	85
ANNEXURE-11	ESCALATION MATRIX	88
ANNEXURE-12	SAP INTEGRATION TOUCHPOINTS	89
ANNEXURE-13	CHECKLIST	90

**ANNEXURE 1 - BID FORM (TECHNICAL BID)**

**TO BE A PART OF THE TECHNICAL BID TO BE PRINTED IN LETTERHEAD**

To,

**VICE PRESIDENT (HR)  
HLL LIFECARE LIMITED**

Dear Sir,

Ref: Tender No: HLL/HR/Tender-HRMS/2026-05 dated 21.05.2026

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by HLL and we offer to supply, Install, test, commission and support the desired Software Solution detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. While submitting this Bid, we certify that:

1. The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
2. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
3. Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
4. The prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
5. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
6. We have quoted for all the products/services mentioned in this RFP in our price Bid.
7. The rate quoted in the price Bids are as per the RFP and subsequent pre- Bid clarifications/ modifications/ revisions furnished by HLL, without any exception.
8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
9. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

10. We undertake that we will not resort to canvassing with any official of HLL, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
11. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, HLL will have right to disqualify us from the RFP without prejudice to any other rights available to HLL.
12. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by HLL.
13. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement of this RFP and the rates quoted therein for the orders awarded by HLL up to the period prescribed in the RFP, which shall remain binding upon us.
14. Till execution of a formal contract, the RFP, along with HLL's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on HLL and us.
15. Till execution of a formal contract, the RFP, along with HLL notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on HLL and us.
16. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
17. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
18. We, further specifically certify that our company is not been Black Listed/De-Listed/ debarred / suspended or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking/ Court in the last three years.
19. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
20. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we

and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

21. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
22. We, hereby certifying that we are offering 100% services from India for the services required under this TED and hence falls under the category of 'Class 1 local supplier' as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time.
23. We, hereby declare that the terms and conditions of the Tender document issued by HLL will supersede in case of conflict with any of terms and conditions of the policy issued by us, if the order place to us.
24. We hereby confirm that during and after conclusion of the assignment, the details shall not disclose or make use in any manner, any information/data or any other material whether written or oral collected in connection with the assignment, without the prior written consent of the Authority (ies) of HLL. All material shall be the property of HLL.

We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by HLL in the RFP document.

**Name & Signed by the Authorized representative**

**Date:**

**Official Seal:**

**ANNEXURE 2 - FORMAT FOR EXPERIENCE CERTIFICATE,  
FEEDBACK & CLIENT REFERENCE**

(To be printed on the letter head of the client)

PARTICULARS	DETAILS
<b>PART A (CLIENT DETAILS)</b>	
NAME OF THE CLIENT	
ADDRESS OF THE CLIENT	
NAME & DESIGNATION OF CONTACT PERSON	
CONTACT DETAILS (MOBILE, LANDLINE, EMAIL-ID)	
<b>PROJECT DETAILS</b>	
NAME OF THE PROJECT	
BRIEF PROJECT DESCRIPTION	
START DATE	
END DATE	
CURRENT STATUS (COMPLETED/ IN PROGRESS)	
NO. OF USERS FOR WHOM SOLUTION HAS BEEN IMPLEMENTED	
TOTAL NUMBER OF MODULES IMPLEMENTED	
DETAILS OF MODULES IMPLEMENTED (Please specify the name of the modules)	
PROJECT VALUE (IN LAKHS) (only single work order)	
USER ACCEPTANCE REPORT (Please attach)	
<b>CLIENT FEEDBACK &amp; REFERENCE</b>	
<b>Parameters</b>	<b>Rating Level (Please tick)</b>
CLIENT SATISFACTION LEVEL	Good Very Good Excellent
PERCENTAGE OF FITMENT OF THE SOFTWARE TO THE BUSINESS PROCESS	Good Very Good Excellent
AFTER SALES CUSTOMER SUPPORT	Good Very Good Excellent
CUSTOMIZATION & UPGRADATIONS SUPPORT	Good Very Good Excellent

**Name & Signature of Authorized signatory**

**Seal of Company**

**ANNEXURE 3 - CV FORMAT**

<b>CV FORMAT TO ALL THE POSITIONS</b>		
1	Name of the position	
2	Name of the staff	
3	Age & DOB	
4	Nationality	
5	Education (name of degrees, respective institutes, year of pass-out)	
6	Total post qualification experience (in yrs)	
7	Total no. of years of experience in IT	
8	Total no. of years of experience in HRMS implementation	
9	Proven expertise in which of the following key HRMS components (please specify):  Employee lifecycle/ attendance & time/ recruitment & onboarding/ LMS/ PMS/ payroll management/ reports & analytics/ mobile app/ custom based workflow	
10	No of HRMS solution implementation assignments in India for the similar scope for HRMS	
11	HRMS implementation assignment with SaaS HCM suites experience: yes/no , state the name of client and citation serial no. (mention all the client details)	
12	HRMS implementation in PSU/Govt/ semi-govt etc. specify the name of client and details	
13	Areas of expertise and no. Of years of experience in this area (as required for the Key Professional Positions - mandatory)	
14	Employment Record [Starting with present position and last 2 firms, list in reverse order, giving for each employment <ul style="list-style-type: none"> <li>• Dates of employment (Start &amp; End)</li> <li>• Name of employing organization</li> <li>• Positions held</li> <li>• Relevant HRMS implementation experience</li> </ul>	

Undertaking:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date : Designation :

(Signature of staff member or authorized representative of the staff)

**ANNEXURE 4 - PRE-BID QUERY FORMAT**

<b>Bidder Name</b>	<b>RFP Page No</b>	<b>RFP Clause No.</b>	<b>Existing Clause</b>	<b>Query/ Suggestions</b>

(To be provide strictly in Excel format by the Bidder, if required)

**ANNEXURE 5 - HLL BANK DETAILS**

Account Name	HLL LIFECARE LIMITED
Account Number	10183256222
IFS Code	SBIN0004350
Branch	Commercial Branch, Thiruvananthapuram

**ANNEXURE 6 - FUNCTIONAL REQUIREMENT FITMENT EVALUATION**

1. The purpose of this annexure is for assessing the overall level of fitment of the Bidders software with HLL FRS requirements and understanding the extent of customization required with reference to the specified FRS requirements of HLL.
2. Detailed Functional Requirement Specification (FRS) has been enclosed with the tender document. All bidders are required to carefully review the FRS and indicate the fitment status of their software against each line item by marking one of the following categories:

<b>Type of Fit</b>
Straight Fit
Minor Customization Required (Less than 15%)
Major Customization Required (15% to 100%)
Feature Not Available

3. Submission of the duly filled fitment matrix is **mandatory**. Any bid submitted without the completed fitment response (Signed and sealed in all pages) shall be treated as **non-responsive** and is liable for rejection.
4. Bidders are requested to get themselves clarified with HLL regarding the FRS details and the interpretation thereof (if any required) from HLL, before indicating their fitment status in Annexure-6. The FRS interpretation of HLL in this regard shall be final and any plea/contention by the bidder w.r.t wrong fitment indication due to non-understanding of the FRS would not be entertained later.
5. It is clarified that the fitment details furnished by the bidders on self-evaluation (even though will not be considered in the technical or commercial evaluation marks) the fitment response given by the Bidder shall be evaluated during the Live Demo presentation as part of this tender and any minor deviation in this regard shall reflect in the marks being awarded for the Demo presentation. Serious deviations shall also lead to disqualification of the Bidder at the technical evaluation stage. The decision of HLL, in this regard shall be final. Bidders are hence cautioned against any malpractices in this regard.

**ANNEXURE 7 - MANPOWER-MODULE WISE BREAKUP**

**PART A: FUNCTIONAL REQUIREMENT DOCUMENT - HRMS**

Module Details	Sub Modules	Regular Executives	Regular Non-Executives	FTC Executives	FTC Non-Executives	Consultants	T&D
Recruitment & Onboarding	Recruitment	✓	✓	✓	✓	-	✓
Recruitment & Onboarding	Onboarding & Induction	✓	✓	✓	✓	-	-
Organizational Structure	Organizational Structure	✓	✓	✓	✓	-	-
Employee life Cycle	Promotion Policy	✓	✓	-	-	-	-
Employee life Cycle	Probation Confirmation	✓	✓	-	-	-	-
Employee life Cycle	Employee Transfers	✓	✓	✓	✓	-	-
Employee life Cycle	In-charge assignment	✓	✓	-	-	-	-
Employee life Cycle	Deputation	✓	✓	-	-	-	-
Employee life Cycle	Property Returns	✓	-	-	-	-	-
Employee life Cycle	Disciplinary/ Vigilance	✓	✓	✓	✓	-	✓
Employee life Cycle	Travel Rules	✓	✓	✓	✓	✓	-
Employee life Cycle	NOC/ Certificates	✓	✓	✓	✓	✓	-
Employee life Cycle	General Administration	✓	-	✓	-	-	-
Employee life Cycle	Increment	✓	✓	✓	✓	✓	✓
Employee life Cycle	Consultant Engagement	-	-	-	-	✓	-
Employee life Cycle	Medicclaim & Checkup	✓	✓	✓	✓	-	-
Employee life Cycle	Reservation	✓	✓	✓	✓	-	-
ESS & MSS (Web & Mobile)	ESS & MSS	✓	✓	✓	✓	✓	✓
PMS	Performance Related Pay	✓	✓	-	-	-	-
PMS	Performance Appraisal	✓	✓	✓	✓	-	-
PMS	Succession Planning	✓	-	-	-	-	-

PMS	Contract Extension & Appraisal	-	-	✓	✓	✓	-
LMS	Competency Mapping	✓	-	✓	-	-	-
LMS	LMS & Training	✓	✓	✓	✓	-	-
LMS	Surveys, Polls & Questionnaire	✓	✓	✓	✓	-	-
HRIS	HRIS	✓	✓	✓	✓	✓	✓
Time & Attendance	Time & Attendance	✓	✓	✓	✓	-	✓
Payroll Processing	Full & Final Settlement	✓	✓	✓	✓	-	✓
Payroll Processing	Bonus & Salary Advance	✓	✓	✓	✓	-	✓
Payroll Processing	Payroll Processing	✓	✓	✓	✓	✓	✓
Employee Ideas & Innovation	Employee Ideas & Innovation	✓	✓	✓	✓	✓	✓

**PART B: MANPOWER PROJECTION FOR NEXT 5 YEARS**

Employee Categories in HLL	EXPECTED MANPOWER COUNT IN NEXT FIVE YEARS					
	26-27	27-28	28-29	29-30	30-31	31-32
	(Current)	(Year 1)	(Year 2)	(Year 3)	(Year 4)	(Year 5)
A	B	C	D	E	F	G
<b>Regular Executives</b>	387	425	450	475	500	550
<b>Regular Non-Executives</b>	694	744	794	864	964	1034
<b>FTC Executives</b>	111	196	296	396	496	596
<b>FTC Non-Executives</b>	1694	2000	2500	3000	3500	4000
<b>Consultants</b>	194	210	200	150	200	200
<b>T&amp;D</b>	920	1000	1200	1200	1200	1200
<b>TOTAL</b>	<b>4000</b>	<b>4575</b>	<b>5440</b>	<b>6085</b>	<b>6860</b>	<b>7580</b>

Part B refers to the employee category wise configuration of HLL at present and a 5-year future projection. The list of employee categories and the number of employees mentioned therein in this part is indicative only and is likely subject to change as per new business / future requirements.

**ANNEXURE 8 - PRICE BID**

**(DO NOT QUOTE ANY PRICE BID ALONG WITH TECHNICAL DOCUMENT. FILL PART A, B, C, D OF PRICE BID MANDATORILY)**

**PART-A (PRICE BID)**

**General instruction to Bidders-**

1. Bidders are requested to read and understand all the instructions contained in the Tender Document and the Price Bid format clearly before quoting the Annexure-8: Price Bid.
2. Only Part A of the Price Bid (**Annex-8**) would be used for financial evaluation and selecting the L1 Bidder
3. However, the rates quoted in Part: B1 & B2,C & D of this **Annexure-8** shall be binding on the bidder and applicable under the relevant clauses of this tender, during the tenure of this contract
4. Bidders shall refer to **Annexure-6 & 7** of this tender and familiarize themselves with the information's and conditions therein and shall get clarified before quoting the values in **Annexure-8: Price Bid**
5. Rates once quoted shall be final and cannot be changed after submission of Price Bid
6. HLL retains the right for clarification/interpretation of any of the terms and conditions of this tender document.

**PART-A (PRICE BID- Applicable for financial evaluation)**

Sl. No	Item Description	Basic Unit Rate (in Rs. if applicable)	Total Amount (in Rs.)	GST (%)	Total Amount including GST (in Rs.)
A	B	C	D	E	F
1	<b>One-time implementation charges including;</b>				
	a) Cloud Hosting				
	b) Standard integration & Testing				
	c) Development & Implementation charges (Refer B1)				
	d) SAP integration (As per <b>Annexure 12</b> )				
	e) Other expenses including and not restricted to the following;				
	- Process workshops				
	- Custom branding				
	- Configuration as per requirements				
	- Data migration & Testing				
	- Project Management				
	- Trainings				
	-Process SOPs & Governance creation				
	- Knowledge transfer				
	- Hypercare & continued support				
- Other expenses not included elsewhere					
	<b>TOTAL ONE TIME IMPLEMENTATION CHARGES (in Rs.)</b>				
2	Monthly Subscription Charge for 4000 employees (See Part B: Annexure-7 for info) for 5 years (4000 * 12 Months * 5 Years)				
3	Manhour Rate for Change request (Bidder has to Quote for 1000 Manhours)				
	<b>TOTAL AMOUNT in INR FOR PART A (Sum of Sl. Nos. 1+2+3 above)</b>				

**Instructions to Bidders for filling Part A**

1. Sl.No. 1, Sub Section c) : Bidder should be able to provide necessary customization as provided and mutually agreed in the FRS document (finalized after pre-Bid Meeting) and the requirements identified during the FRS document preparation. Kindly refer Part B1 of this Price Bid before filling this column. The rates mentioned here will be the aggregate of the rates indicated by the bidder in Part-B1 below.

2. SI. No. 2: The monthly subscription charges for 4000 employees is sought as per current estimates and will be the basis for Price Bid financial evaluation. However, Monthly subscription charges shall be paid only on the actual number of employees after the project will go live. There could be a variation of +/- 10% w.r.t the actual number of employees from the current estimate.
3. SI.No. 3: This rate is exclusively for the additional customization/new developments after go-live and during the tenure of the contract. The implementation cost of the final FRS requirement freezed after Pre-Bid meeting and the requirements identified during the FRS document preparation shall be indicated in SI. No 3 above
4. Manhour Rate for Change Request: The rate quoted by the Bidder for one manhour of effort required for carrying out additional customization, modification, enhancement, integration, or any change request beyond the agreed scope of work.

**PART B1: Summary of Essential First time Customization / New Development charges (as mentioned in Sub Section c) of SI.No1 in part A-Price Bid**

SI No	Name of Module & Brief Description of expected work	Standard Module Charges (ie. Cost of the standard ready-to-use module excluding customization/new development charges.)	Customization/ New Development requirement charges (Excluding GST)	GST (%)	Total Amount including GST (in Rs.)
A	B	C	D	E	F
	Module 1				
	Module 2				
	Module 3.....				
	Total Essential First time Customization/ New Development charges as part of Implementation cost				

**Instructions to Bidders for filling Part B1**

1. As part of the implementation of the Project, every Bidder company would have to necessarily undertake new development, customization etc to ensure that FRS as in finalized tender document are fully met to the satisfaction of the client, if the FRS is already not a straight fit as defined in Annexure -6 of this tender document. This Part B1 seeks information on the one time charges applicable (module wise) w.r.t such developments.
2. The Total charges mentioned above shall be the amount indicated by the bidder in Sub Section c) of SI.No1 in part A-Price Bid.

**PART B2: Summary of Add-on module costs including their Customization/New Development charges**

Sl No	Name of the Module	One time Module Implementation charges (Excluding GST)	GST (%)	Total Amount including GST (in Rs.)	Per user charges (in Rs.) per month per module (including GST)
A	B	C	D	E	F
	Module 1				
	Module 2....				

**Instructions to Bidders for filling Part B2**

1. As part of the implementation of this Project, few modules have been indicated as Add-on modules in the FRS document. This Part B2 seeks information on the one time charges applicable (module wise) w.r.t such developments and also the monthly subscription charges per user for each add-on modules.
2. If the said add-on module is already part of the standard HRMS package offered by the bidder company, then the rates for such add-on modules need not be specifically mentioned in part B2, as they would be figuring out in part A of **Annexure-8**
3. HLL may at its discretion use any or all of the add-on modules at any time during the implementation of the project or during the tenure of the contract. Under such circumstances the rates as in Part B2 shall be binding and HLL would pay the same to the successful Bidder.

**PART C: NEW USER/LICENSE COST (MODULEWISE)**

Sl No	Name of the Module	Basic Monthly Cost per user /license (Excluding GST)	GST (%)	Total Amount including GST (in Rs.)
A	B	C	D	E
1	Module 1			
2	Module 2....			

**Instructions to Bidders for filling Part C**

Every Employee category shown in **Annexure-7** has different module wise requirements as per **Part A of Annexure-7**. In future, when a new license from any of the employee categories as in **Part A of Annexure-7** are added, then the per new User/License rate shall be the aggregate of the Module wise rates (as in this Part C:Column-C) chosen by HLL for the same. Bidder should specify all the module and Basic Cost per user /license for each modules.

**PART D: Volume discount offered by bidders for each employee categories**

Sl. No	Employee Categories in HLL	Discount % for every incremental users under each employee category *				
		100-250	251-500	501-750	751-1000	1000 and above
A	B	C	D	E	F	G
1	<b>Regular Executives</b>					
2	<b>Regular Non- Executives</b>					
3	<b>FTC Executives</b>					
4	<b>FTC Non-Executives</b>					
5	<b>Consultants</b>					
6	<b>T&amp;D</b>					

\* This discount is the applicable discount on the Basic Monthly Cost per user //license for each modules as shown in Part C: Column-C. Approximate Manpower projection for the next 5 years is given in **Part- B of Annexure-7**.

**Instructions to bidders for Part D**

This part is to indicate the volume discount (if any) on offer by Bidders based on the incremental volume of users/license. Bidders are required to quote their volume discount which shall become applicable on the Basic rates as quoted under Part C:Column-C. However please note that the rate quoted in Part A, SI No.2 shall remain intact for the current 4000 employees (as per Part B Annexure-7)

**ANNEXURE 9 – INTEGRITY POLICY**

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# **Integrity Pact Policy**

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**HLL Lifecare Limited,  
Poojapura,  
Thiruvananthapuram**

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**Amendment in Version 2: Para 6(ii) of the document is  
amended with effect from 13<sup>th</sup> August 2018.**

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## **Introduction**

HLL is committed to provide the most ethical and corruption free business environment. HLL values its relationships with all counterparts and deals with them in fair and transparent manner. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in all transactions of corporate entity. HLL has taken steps to publish the procurements and tenders in websites, clearly defining the conditions of tenders, for wide dissemination of information. In this respect, CVC has proposed Integrity pact as a vigilance tool, conceptualized and promoted by Transparency International and has provided basic guidelines.

To ensure that all activities and transactions between the company and their suppliers and contractors are dealt in a fair, transparent and corruption-free manner, HLL wants to implement the Integrity Pact Policy in respect of all contracts of the value exceeding the threshold limit mentioned in the Policy. As a part of this initiative, HLL will in consultation with Central Vigilance Commissioner, appoint external Independent Monitors who will help HLL in implementing the Integrity Pact Policy. The Integrity Pact would be signed by bidder(s) who respond to the tenders published by HLL at the pre-tendering stage itself, and will form part of the tender document. A pre-signed Integrity Pact by the Buyer would form part of the tender document. The bidder(s) would sign the Pact and submit it along with the financial and technical bids.

### **1. Commitments and Obligations of HLL**

- a. HLL is committed to have ethical and corruption free business dealings with counterparty(s).
- b. HLL values its relationship with all counterparties (prospective bidders/ tenderers) and will deal with them in a fair and transparent manner.
- c. HLL will deal with all counter parties with equity, reason and fairness.
- d. HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not seek or take bribe/undue benefit directly for themselves or for third party(s).
- e. HLL will exclude all Associates who may be prejudiced or have a conflict of interest in dealings with counter parties.
- f. HLL will initiate punitive and corrective action, and pursue it vigorously whenever corruption or unethical behavior occurs.

**2. Commitments and Obligations of Counter Party(s)**

- a. The counterparty and or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not pay any bribe or offer or involve any form of illegal benefit to anyone to gain undue advantage in dealing with HLL, directly or through third party(s).
- b. The counterparty will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- c. The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- d. The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- e. The Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- f. The counterparty will not commit any offence or instigate third persons to commit offences under Indian Penal Code 1860 / Prevention of Corruption Act, 1988 or be a partner to such offences.
- g. The counterparty shall not lend to, borrow any money from, or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the HLL.
- h. The counterparty will not make any false or misleading allegations against HLL or its Associates.
- i. If the counterparty or any employee of the counterparty or any person acting on behalf of the counterparty, either directly or indirectly, is a relative of any of the officers of the HLL, it shall be disclosed by the counterparty at the time of filing of tender. Alternatively, if any relative of an officer of the HLL has financial interest/stake in the counterparty's firm, the same shall be disclosed by the counterparty at the time of filing of tender.
- j. A foreign counterparty shall disclose to HLL the name and address of their agents and representatives in India and an Indian Bidder shall disclose their foreign principals or associates.

**3. Violations and Consequences**

- a. If a counter party commits violation of its Commitments and Obligations under Integrity Pact Policy during bidding process, he shall be liable to compensate

HLL by way of liquidated damages amounting to a sum equivalent to 5% of value of the dealings or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

- b. In case of violation of the Integrity Pact after award of the contract HLL will be entitled to terminate the contract. HLL shall also be entitled to demand and recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
- c. HLL may initiate criminal proceedings against the violating counterparty.
- d. HLL may take appropriate action against its Associates (i.e. employees, contract staff, agents, consultants, advisors, etc.), in case there is a violation of the Integrity Pact by them.
- e. HLL may debar bidder from participating in future bidding processes of the company for a minimum period of five (5) years, which may be further extended at the discretion of the HLL or until the Independent External Monitors is satisfied that the Counterparty will not commit any future violation.

#### **4. Independent External Monitors**

- a. The Board of directors of HLL is the authority to appoint Independent External Monitors (IEMs) to oversee the implementation and effectiveness of the Integrity Pact Policy. For this purpose, a panel of Independent Monitors may be constituted by the authority in concurrence with Central Vigilance Commissioner (CVC). It will be a voluntary, non-salaried position of three (3) year term. Independent Monitor will have status/benefits similar to those of Independent Directors of HLL.
- b. The Independent Monitor will be a person of Impeccable Integrity, and reputation, possess domain experience of the activities of Public Sector Undertakings or the relevant field with which they may be required to deal, knowledgeable of HLL's business and experienced in commercial activities.
- c. The main objective of the IEMs will be to oversee the implementation of the Integrity Pact Program, to prevent corruption, or any other unethical practices in the implementation of the contract.
- d. The IEMs will not have administrative or enforcement responsibilities. They will coordinate through the Chief Vigilance Officer of HLL (CVO) or other anti-corruption institutions such as CVC. *(IEMs may engage services of outside agencies such as accounting firms, law firms, etc. at HLL's expense, if required, in discharge of his responsibilities after obtaining the approval of the Chairman*

*& Managing Director of HLL.)*

- e. The IEMs will have access to all offices and internal records of HLL in respect of the Tender in question. They will also have access to Counterparties' records and information regarding its dealing with HLL.
- f. There will be structured meetings of the IEMs with the CVO on a quarterly basis to discuss/review the information on Purchase orders/tenders awarded in the previous month.
- g. The IEMs will have right to attend any meetings between HLL and the Counterparty(s). As far as possible, the meetings will be scheduled in India. In respect of any meeting to be held outside India, attendance by the IEMs would be decided in consultation with the CVO. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s) /Sub-contractor(s) with confidentiality.
- h. If the IEMs observe or suspect an irregularity, they will inform the CVO. Once the IEMs are satisfied that any irregularity has taken place, they may also inform the CVC.
- i. The IEMs can be removed from office only with the approval of the Board of directors of HLL.
- j. The IEMs will submit a written report to the CVO within 8 to 10 weeks from the date of reference or intimation to them by HLL and, should the occasion arise, submit proposals for correcting problematic situations.

**5. Implementation Guidelines**

- a. The threshold value for the contracts to be covered through Integrity Pact has been decided to cover all significant transactions or contracts commensurate with the size and business operations of the company. Apart from all high value contracts, those contract involving complicated or serious issues are brought within the ambit of Integrity Pact, after a considered decision of the management.
- b. Integrity Pact Policy will apply to all transactions/contracts mentioned below.

<b>Transaction</b>	<b>Threshold value (crore)</b>
Contracts/Work orders/Purchase Orders of both Revenue & Capital nature.	10.00

In the case of Capital and Revenue items that are Proprietary in nature, the Integrity Pact would apply to all transactions/contracts irrespective of the value of transaction.

- c. Integrity Pact Clause, which should be included with every Work Orders/ purchase orders/tenders crossing the threshold limit.
- d. “The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason”.
- e. Integrity Pact would be operative from the stage of invitation of bids until the completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings”
- f. Integrity Pact to be signed between HLL and Bidders/Contractors is enclosed as Exhibit hereto.
- g. The Vigilance Department in HLL would be responsible for review, enforcement and reporting on all related vigilance issues.
- h. HLL will notify all senior level Executives, Board of Directors, any other oversight body of the Company and major suppliers of HLL's plan to implement the Integrity Pact Policy. Further, the Integrity Pact Policy shall be included in HLL's web site and disclosed to the media.
- i. HLL will conduct orientation Programme for senior level Executives to equip them to implement Integrity Pact policy successfully.
- j. Officers of HLL will take pledge for implementation of Integrity Pact policy.
- k. CVC guidelines issued from time to time will be strictly followed with respect to implementation of Integrity Pact policy.
- l. An internal assessment of the impact of Integrity Pact shall be carried out periodically by the CVOs of HLL and reported to the Central Vigilance Commission and would keep the Commission informed with the implementation status through their monthly reports or special reports.

## **6. Periodic Review and Evaluation**

The CVO will carry out periodic review of Integrity Pact Policy as mentioned below:

- a. IEMs and the CVO will do an annual self-assessment of Integrity Pact Policy's effectiveness and identify areas/ways to improve.

- b. HLL will organize an annual financial review by independent auditors to determine effectiveness of Integrity Pact Policy in reducing corruption.
- c. HLL will organize an annual physical review by a known NGO having particular expertise in this field.
- d. IEMs will submit an annual report on the progress/effectiveness of Integrity Pact Policy to the CVC.
- e. HLL will publish an Integrity Pact Policy report in the Annual Report.

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## **ANNEXURE 10 - PROPOSED APPROACH & METHODOLOGY**

### **1. Project Plan and Methodology**

- a. The bidder should propose a detailed project plan covering the key activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by HLL), and delivery dates of the reports.
- b. This should include the bidder's solution architecture and design, execution competency, SaaS support solution approach, and digital tools and techniques (including additional third party tools).
- c. Bidder has to explain how they manage changes or updates to the project scope during implementation.
- d. Bidder has to describe how they plan to manage project risks and risk register, mitigation plans for different type of risks and ensure timely completion.
- e. Bidder has to detail how they plan to handle change management and ensure user adoption of the new system.
- f. Bidder has to explain what tools and resources they use to track project progress and manage communication among team members.
- g. Bidder has to explain how they ensure ongoing project governance and oversight.
- h. Bidder has to describe how they plan to ensure that the project remains aligned with our business objectives throughout the implementation process.

SI. No	Item of Activity (Project Plan)	Month Wise Programme		
		Month 1	Month 2	Month N
1	Activity 1			
1.1	Sub Activity 1			
1.2	Sub Activity 2			
N	Activity N			
N.1	Sub Activity N			

### **2. Understanding of Scope of Work:**

- a. This section should cover the bidder's understanding of the objectives of the assignment, their perception of the nature and scope of work involved (for every module mentioned in the Scope of Work) , and key issues related to scope of work.
- b. It should also include a plan for implementing an efficient tool for executing the strategy.
- c. The bidder may give suggestions for improving the scope of work given in the RFP and may mention details of any add-on services related to services over and above what is laid down in the tender document.

### **3. Staffing and Roles, Organization Structure**

- a. Bidder has to propose their project team structure and roles/responsibilities of each team member, including the main disciplines of the assignment, such as Project Director, Program Manager, Technical Architects, and other key experts responsible, as well as proposed technical and support staff. This should cover the composition of the complete team, including Lead Bidder and OEM members, and their escalation matrix.
- b. The bidder should also briefly describe the governance structure proposed for managing the project, along with onsite and offsite deployment plan.
- c. Bidder has to explain how they plan to ensure adequate staffing and resource allocation throughout the project
- d. Bidder has to explain how they plan to ensure that project team members have the necessary skills and experience to complete the project successfully.

### **4. Fitment to Requirements and Architecture:**

- a. Bidder has to describe how they plan to ensure that the proposed solution meets our specific requirements.
- b. This section should cover the design of key features and functionalities of the proposed solution, as well as its scalability to meet future requirements of the client.
- c. Bidder has to provide a detailed list of requirements and how the proposed solution will address each of them.
- d. Bidder has to explain how they plan to handle any customization requests that may be needed to meet our requirements.

### **5. Migration Requirements**

- a. Bidder has to identify what data and information they require from us for a smooth migration to the new HRMS solution.
- b. Bidder has to explain how they ensure the accuracy and completeness of data during migration.
- c. Bidder has to describe their process for testing and validating data postmigration.
- d. Bidder has to explain how they handle any data discrepancies or errors during migration.

### **6. Training and Support:**

- a. The bidder must present team that will be deployed, timelines and methodology for training and handholding key HLL teams (Core team & User teams).
- b. The bidder must detail how they will handle post-implementation support requests or issues and the escalation mechanism that will be followed in this period.

- c. The bidder must provide references or case studies of similar projects where they have provided training and support for successful adoption of a new solution.

**7. Data Security and Privacy:**

- a. The bidder must detail the measures they have in place to ensure the security and privacy of our data.
- b. The bidder must outline their process for detecting and responding to potential security breaches or data leaks.
- c. The bidder must explain how they will ensure our data is backed up and recoverable in case of system failures or disasters.

**8. Customization and Configuration:**

- a. The bidder must describe how customizable and scalable the proposed HRMS solution is and how they will handle customization and scalability requests.
- b. The bidder must detail the configuration options available to us and how we can make changes to the system post-implementation.
- c. The bidder must provide examples of similar customization, scalability or configuration requests they have implemented for other clients.
- d. The bidder must outline the types of technical support they provide for customization, scalability and configuration.

**9. Bidder Support and Maintenance:**

- a. The bidder must detail the types of ongoing support and maintenance they provide post-implementation.
- b. The bidder must explain how they will handle any issues or bugs that arise post-implementation.
- c. The bidder must describe the types of technical and functional upgrades included in their support and maintenance package.

**10. Future Development and Innovation:**

- a. The bidder must present the proposed HRMS solution's roadmap for future development and innovation.
- b. The bidder must describe how they gather customer feedback to inform future development and innovation.
- c. The bidder must explain how they will ensure the solution remains up-to date and relevant.

**ANNEXURE 11 - ESCALATION MATRICS**

Service level Category	Response/ Resolution Time	Escalation thresholds					
		Escalation Level 1		Escalation Level 2		Escalation Level 3	
		Escalation to	Escalation Mode	Escalation to	Escalation Mode	Escalation to	Escalation Mode
Production Support		<Name, designation contact no.>					
Service Milestones		<Name, designation contact no.>					
Infrastructure Management		<Name, designation contact no.>					
Application Development & Maintenance		<Name, designation contact no.>					
Information Security		<Name, designation contact no.>					
Service Desk Support		<Name, designation contact no.>					

## **ANNEXURE 12 - SAP INTEGRATION TOUCH POINTS**

### **1. EMPLOYEE MASTER**

1. Sales and Distribution (SD):
  - I. Customer Master
  - II. Sales orders and reporting
  - III. Workflow ( Position based)
  - IV. Email Trigger ( Custom Logic)
2. Quality Management (QM):
  - I. Line inspector details in Result recording entries- QA32
  - II. Inspection reports
3. Production Planning (PP):
  - I. Resource creation- Manpower on work arrangement scenarios
  - II. Process order creation & change: Personnel number ( Active) Mandatory
  - III. Goods receipt entries for Naked condom stage ( PFT/KFB & IFC)
  - IV. Confirmation for BB, ETD & Primary packing activities
  - V. AFT: HF Welding report ( Target vs Actual)
  - VI. Duty incentive report ( ETD/Primary packing)
4. Plant Maintenance (PM):
  - I. Maintenance Notifications
  - II. Maintenance order creation and confirmation
5. Project Systems (PS):
  - I. Project Builder
  - II. Network order creation and confirmation

### **2. OTHER DEPENDENCY:**

Factory calendar and Holiday calendar dependency with Capacity Utilization during Materials Requirement Plan (MRP) run

### **3. FI Module :**

- Posting of Salaries based on employee cost centre/multiple cost centres
- HR master relating to PAN, PF number, ESI number and other similiar credentials linkages with deduction
- Linkage of employee vendor master in SAP
- Travel Management Module integration with employee vendor

### **4. Costing Module**

Cost assignment of PP & PM activities involving employees

### **5. PS - Release strategy of employees**

<b>ANNEXURE 13 - CHECKLIST</b>	
INCORPORATION CERTIFICATE COPY ATTACHED	YES/ NO
TURNOVER DETAILS ATTACHED	YES/ NO
ADDRESS/ CONTACT DETAILS/ MOBILE NO/EMAIL ID – DETAILS ATTACHED	YES/ NO
PAN CARD- COPY ATTACHED	YES/ NO
GST CERTIFICATE- COPY ATTACHED	YES/ NO
ANNUAL REPORT/ CA CERTIFICATION FY (2022-23, 2023-24, 2024-25) - COPY ATTACHED	YES/ NO
POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY - COPY ATTACHED	YES/ NO
EXP CERTIFICATE OF HRMS IMPLEMENTATION - COPY ATTACHED	YES/ NO
ESCALATION MATRIX ATTACHED	YES/ NO
ISO/IEC 27001 CERTIFICATION- COPY ATTACHED	YES/ NO
CMMI LEVEL CERTIFICATION - COPY ATTACHED	YES/ NO
UNDERTAKING OF NON-BLACKLISTING - ATTACHED	YES/ NO
TICKING THE FITMENT COLUMNS IN THE FRS DOCUMENT	YES/ NO
EMD - ATTACHED	YES/ NO
FILLING UP OF THE FUNCTIONAL REQUIREMENT FITMENT EVALUATION (ANNEXURE-6)	YES/ NO
SAP INTEGRATION PROJECT DETAILS – DETAIL ATTACHED	YES/ NO
100 IT PROFESSIONALS – SELF DECLARATION ATACHED	YES/ NO
CV's OF PROJECT MANAGER/ TEAM LEADER/ TEAM MEMBER- DETAILS ATTACHED	YES/ NO
PRICE BID DETAILS ATTACHED ( <b>ANNEXURE-,A, B, C, D</b> )	YES/ NO
ALL THE ANNEXURES FULLY PREPARED (ANNEX 1-ANNEX-13)	YES/ NO
CHECKLIST SIGNED AND SEALED	YES/ NO

**Sign & Seal of Authorized Signatory**

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