

**HLL Lifecare Ltd,  
(A Govt of India Enterprises)  
Central Marketing Office  
HLL Bhavan,Pallikaranai,Chennai**

Tel: +91- 0471-2354949

CIN: U25193KL1966GOI002621

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

## **TENDER DOCUMENT**

**FOR**

**Mobile App for GPS based Attendance Monitoring System**

**LETTER FOR INVITATION**

Date of Issuance: 01.06.2022

Ref. No.: HLL/CMO/HCS-HR/Mob-App/2022-23

To,

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

HLL Lifecare Limited (HLL) a Govt. of India Enterprise under the Ministry of Health and Family Welfare invites proposals for Design & Development of mobile apps for GPS attendance. More details are provided in the Schedule of Requirements.

You are requested to go through the bid document carefully and submit your proposals as per the instructions and guidelines given in the document.

Thanking You,

Yours Faithfully,

Deputy Vice President (HR),  
HLL Lifecare Limited,  
26/4,HLL Bhavan,  
Thambaram Velachery Main Road,  
Pallikaranai, Chennai -600100.  
Phone No: – 044-29813733/34

## **TABLE OF CONTENTS**

**Tender Ref. No.:** HLL/CMO/HCS-HR/Mob-App/2022-23

<b>Sl. No.</b>	<b>Title</b>	<b>Page No.</b>
1	Letter for Invitation	2
2	Table of contents	3
3	Bid Information	4
4	Check List	5
5	Disclaimer	6
6	Abbreviations and Definitions	7
7	Introduction	8
8	Eligibility Conditions	8
9	Scope of work	9-11
10	Bid Information and Instructions to Bidders	12-18
11	Bid Evaluation	18-19
12	General Conditions of Contract	19-22
13	Price Bid (Annexure-1)	23
14	Self-Declaration-Non Blacklisting (Annexure -2)	24

**BID INFORMATION**

<b>Sl.No</b>	<b>Events</b>	<b>Remarks</b>
1	Document Description	Design & Development of Mobile App for GPS based attendance Management system
2	Tender Document No. & Date	HLL/CMO/HCS/Mob-App/2022/002
3	Place for opening of the Bid	Chennai Central Marketing Office Pallikaranai, Chennai - 600100
4	Date of Availability of Tender Document	01 <sup>st</sup> Jun 2022
5	Pre-Bid Meeting	15 <sup>th</sup> Jun 2022 at 11.00 Hrs
6	Last Date & Time of Submission of Bid	29 <sup>th</sup> Jun 2022 at 11.00 Hrs
7	Date & Time of Opening (i) Technical Bid (ii) Commercial Bid	29 <sup>th</sup> Jun 2022 at 16.00 Hrs 1st Jul 2022 at 11.00 Hrs
8	Cost of Tender Document (Non-Refundable)	<b>Nil</b>
9	EMD	<b>Rs. 10,000/-</b> (Rupees Ten Thousand only)
10	Security Deposit	<b>Rs.50,000/-</b> (Rupees Fifty Thousand Only)
11	Contact Details	Mr.BalaKumaran , M(HR) – 7824001070 Mr.Alexpandi. A , M (IT) -- 8144030535

### Check List

Sl.No	Activity	Page No	Remarks
1	Covering Letter		
2	PAN Card of the Bidder		
3	GST Registration Certificate		
4	Certificate of incorporation issued of Registrar of companies		
5	Income Tax Returns (2017-18,2018-19 & 2020-21)		
6	P/L & Balance Sheet(2017-18,2018-19 & 2020-21)		
7	Self-attested LOA/Work order issued and completion certificate or proof of go-live for the first year and the last year fulfilling the desired work		
8	EMD		
9	Average Annual Turn Over of the company during the last three financial years		
10	Signed Copy of Tender Document		
11	Self- declaration –Nonblack listing( <b>Annexure 2</b> )		

## **DISCLAIMER**

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

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

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

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

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

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

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

## Abbreviations and Definitions

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding service provider
Bid	"Bid" means the response to this document presented in Two documents, Technical Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexures, complete in all respect adhering to the instructions and spirit of this document
Bidder	"Bidder" means any individual/proprietor/ partnership service provider/ agency/ company/ contractor/supplier responding to Request for Proposal and who makes a Bid.
Contract	"The Contract" means the agreement entered into between HLL and the selected bidder(s) in terms of clauses mentioned.
EMD	Earnest Money Deposit
Tendering Authority	HLL in this Bid Document.
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good
SoW	Scope of Work
Proposal	" <b>Proposal</b> " means the Technical Proposal and the Financial Proposal of the bidder

## 1. Introduction

HLL Lifecare Ltd is a public sector undertaking under the administrative control of the Ministry of Health & Family Welfare, Government of India. The range of products manufactured and marketed by HLL includes male and female condoms, contraceptives, hormonal pills, hospital products like blood bags and surgical sutures, sanitary napkin vending machines, diagnostics test kits, retail business and HINDLABS etc.

## 2. Eligibility Condition

Sl.No	Conditions	Documents to be Submitted
1	The Bidder should be a registered entity as per Company Act in India for a minimum period of 3 years as on 01st April 2022.	i) Self-Attested copy of Certificate of Incorporation / ii) Registration, copy of Pan Card iii) GST Registration Certificate should be submitted along with the bid.
2	The Bidder must have experience of developing mobile application for a minimum period of 3 years during 2018-19 to 2020-21 as on 01st April 2022.	Self-attested LOA/Work order issued and completion certificate or proof of go-live for the first year and the last year fulfilling the desired work to be submitted.
3	The Bidder must have core competency in Mobile Application Development, Mobile Solutions, Application & Product Development/Enterprise Solutions	Affidavits containing details of one or more relevant LOA's/ Work Order/Agreements and completion certificate issued to the bidder or proof of go-live for each competency to be submitted along with the bid.
4	The Bidder should have minimum average annual turnover of INR 1 Cr. in the last three financial years i.e. 2018-19 , 2019-20 & 2020-21	Self-attested certificate from CFO or practicing Chartered Accountants to this effect to be submitted along with the bid.
5	The Bidder should not be under declaration of ineligibility for corrupt or fraudulent practices with any Government department/ agencies / ministries or PSU"s and should not have been black listed at the time of submission of bid.	An undertaking to this effect, as per format at <b>Annexure – 2</b> to be submitted by the Firm on the firm's letter head, duly stamped and signed by the authorized representative of the Firm
6	The bidder is required to have positive net worth for the last 3 financial years i.e. 2018-19, 2019-20 & 2020-21.	Self-attested certificate from CFO or practicing Chartered Accountants to this effect to be submitted along with the bid.



### 3. Scope of Work

The purpose of developing this mobile application would be provide GPS attendance for HCS division, the supplier is responsible for overall application architecture and development including concept, design, testing, installation & training. The application is proposed to be a mobile-based app developed for Android and iOS platform. It is envisioned that the proposed solution would be highly effective due to the inherent cut down in reporting time and better quality of reports.

The following tabs will be on main screen

#### I. User Login

- a. Employee profile
- b. Calendar
- c. Message

#### II. Attendance Management

- a) Leave Request
- b) Leave Quota Overview
- c) Clock in/Clock out timing
- d) Time statement report

#### III. Call option

#### IV. Reports

#### 3.1. Work Flow

- a) Once employee comes into the Geo fencing, area (office / Lab) punching option should be enabled and the employee should be in a position to punch in or punch out.
- b) While punch IN & Punch Out the employee's photo should be captured
- c) Meanwhile whenever the employee moves out or comes in to the Geo fencing area the timing should be noted automatically. Noted time should be kept in a separate file and it should be viewed by admin and End User.
- d) The punch in and punch out data should be sent to their controlling officer for approval.
- e) Admin should be in a position to view the data in a prescribed format.
- f) After controlling officer's, approval it should come to HR.
- g) Admin should be in position to view the attendance at any level.

#### 3.2. Leave Management

- a) Employee can update their leave from anywhere (Current Geo Location can be recorded)

- b) The applied leave should be mapped to their controlling officer for approval.
- c) The user should give rights to view their overall attendance data in customized format (Daily, Weekly, Monthly or selective dates)

### **3.3. Controlling officer**

The controlling officer should be provided with a dash board

#### **3.4. Dash Board**

- a) Over all present and absent should be viewed
- b) Date should be viewed in a customized format.
- c) Calling facility should be given.
- d) Individual employee working graph.
- e) Daily present and absent data should be viewed in dashboard.

### **3.4. HR /Admin**

- a) Dash board is needed
- b) Adding / Deleting of new user (All data should be given by the end user and it should be approved by HR , Geo Fencing should be given by HR at single time )
- c) Assigning & controlling officer rights shall be given to admin.
- d) Customized data viewing
- e) Bulk approval
- f) The final attendance report should be given in a special format which can be uploaded to SAP Server in Excel, DAT and Notepad format.
- g) SAP format should be available for download at any point of time (Daily , Weekly ,monthly , Selective date )
- h) PC access should be available
- i) Calling option should available
- j) Time to Time changes in software should be supported by the app developer
- k) Daily support from App developer should be needed
- k) 15 days once app developer should provide the overall punching report including Leaves in the specified format ( Excel , DAT and Notepad )
- l) All timely support should be given by App developer as per our needs.

### 3.5. Common

- a) Internet timing should be Considered . In case phone timing is changed also the APP should want to take only internet timing.
- b) While Punch IN or OUT the App should consider only Internet Timing.

### 3.6. Registration

- a) App should be supported in all phones
- b) Once the user downloads the app , The user wants to fill all their personal data,
- c) Geo area can be selected by them (Only pre approved area can be selected), (In case the area is new and not pre approved by Admin then the Admin can give a special permission for using the location temporarily)
- d) Once the user fills all the data then it should be approved by HR.

### 3.7. Training

For the effective uses of the supplied software/application licenses & their functionalities, the selected vendor must compulsorily provide training for HLL officials.

Following training needs are to be provided by Vendor as part of the scope:

- (1) Content Management Training
- (2) Application Submission Training

### 3.8. Technical maintenance support

- a) Minimum support period along with hosting is three years after HLL acceptance of deliverables.
- b) Technical support entails fixing any technical problems in the hosted solution and changes to be incorporated in the running system.
- c) The scope of technical support also includes rectification of errors within the already developed solution, server/database administration, patching, system upgrades and functional support to HLL users etc.

### 3.9. Project Duration

Total duration of the project is Four weeks and three years technical maintenance support post Go-Live. Project stages are as under.

Stages	Description	Period
Stage 1	Requirement gathering	One week from acceptance of LOA
Stage 2	Software development	Two weeks after Stage 1
Stage 3	Hosting , Testing and security auditing	One week

Stage 4(Go Live)	Training & Mobile app publishing	
------------------	----------------------------------	--

### 3.10. Payment

3.11.1. Payment will be released within 30 days from the date of receipt of the invoice under SaaS model.

### 3.11. Liquidated Damages

3.11.1. If the vendor fails to complete in full, all delivery and implementation according to the project schedule, HLL reserves the right to recover LD @ 1% of the contract value for each complete week or part thereof, for delay up to a maximum of 5% of value of Letter of Award. Thereafter, HLL will have the right to terminate the contract in case of delay beyond 10 weeks and would have the option to execute the project from market at vendor's risk and cost.

3.11.2. Failure to maintain hosting uptime ranging 99% to 99.5% may lead in deduction of LD @5% of quarterly payment, uptime ranging 95% to 98.99% may lead to deduction of quarterly payment @10% and uptime below 95% may lead to deduction of quarterly payment @100%.

### 3.12. Data Storage

The vendor should want to maintain the data in Cloud or other source and need to be provided whenever asked by the HR. Old data should be stored till the end of the contract and should want to provide all the data from the starting of contract till end to the HR / End user.

## 4. Bid Information and Instructions to Bidders

### 4.1 Obtaining Tender Document

- The Tender Document can be downloaded **free of cost** from the website of HLL, [www.lifecarehll.com](http://www.lifecarehll.com)
- It may be noted that HLL will not be liable to incur any amount / expenses / charges / fee / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses, regardless of the conduct or outcome of the Tendering process.

### 4.2 Bid Submission date and Bid Opening date

The bidding methodology shall be Single stage Two envelop system i.e. The Bidders shall submit their Technical and commercial Bid same time in separate sealed envelopes in line with this Tender Document. No bids shall be accepted after the date and time mentioned above. Technical and Commercial bids shall be opened as mentioned in schedule. Bidder commercial bids shall be opened only when required Technical documents are submitted by the bidding Company.

### 4.3 Documents to be signed and submitted by Bidders

The documents required under the tender conditions for submission along with the tender are listed below. The bidders are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, bidder shall stand disqualified for opening of price bid.

#### 4.4 Validity of the Response to Tender Document

The Bidder shall submit the response to Tender Document which shall remain valid up to Ninety (90) days from the last date of submission of response to Bid Document. HLL reserves the right to reject any response to Tender Document which does not meet the aforementioned validity requirement. HLL may solicit the bidders' consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

#### 4.5 Selection of successful Bidder

After Commercial bid opening, commercial bids submitted by those Bidders shall be evaluated as per clause. The lowest evaluated bid shall be considered for Letter of Award for the execution of Contract.

#### 4.6 Earnest Money Deposit (EMD)

i) The bidder shall be required to submit a sum as specified in the **Bid Information** as Earnest Money Deposit, for the due performance of stipulation for keeping the offer open till such date as might be specified in the tender. Bids not accompanied with earnest money deposit as provided in the **Bid Information** shall be summarily rejected.

ii) The EMD of the unsuccessful bidders shall be returned to them after issue of LOA to the successful bidder. But HLL will not be responsible for any loss or depreciation that may happen thereto while in its possession nor be liable to pay any interest thereon.

iii) In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money of the bidders will be forfeited.

#### 4.7 Structure of Bid evaluation Process:

Bidders have to submit both Technical bid and Commercial bid together in response to this Tender Document in separate sealed envelopes. Both sealed envelopes shall be enclosed in the bigger envelope super scribing "Bid for Design, Development, Hosting and Maintenance of GPS attendance Monitoring App for HCS -Hindlabs". Bids not accompanied with EMD will be summarily rejected.

#### 4.8 Commercial Bid

The prices quoted in the commercial bid should be without any conditions. Any conditional bid shall be summarily rejected.

- i) The commercial bid must be filled in completely, without any error, erasures or alterations as per the specified format given.
- ii) The price bid shall be on a fixed price basis, inclusive of all taxes and duties. No price variation of any nature shall be entertained.
- iii) The envelop consisting of Financial Offer shall be super scribed as “Commercial Bid”
- iv) Prices quoted will be firm for the entire period of Contract.
- v) Price Bid shall be quoted in INR.
- vi) It is the responsibility of the Bidder to clearly identify all costs associated with any services as per the Tender Document and submit the total cost in the financial bid.
- vii) The Commercial bid should also include incidental charges and any customization charges, if any.
- viii) The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the rate mentioned in the words shall be taken as final and binding.
- ix) The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in Form of Bid, his tender may be summarily rejected. The bidder shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

#### **4.9 Non Transferable Bid**

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the Bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

#### **4.10 Deviations**

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the bidder has any observations, the same may be indicated in his forwarding letter along with the bid. Bidders are advised not to make any corrections, additions or alterations in the original tender documents. If this condition is not complied with, tender is liable to be rejected.

#### **4.11 Deadline for submission of bid**

The bid duly filled must be received by HLL at the address specified not later than the date and time mentioned in the “Bid Information”. Bid received later than the deadline prescribed for submission of tender by HLL will be rejected.

#### **4.12 Withdrawal of bid**

No Tender can be withdrawn after submission and during Bid validity period. Submission of a bid by a bidder implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope of Work to be done and other factors having any bearing on the execution of the Work.

#### **4.13 Sealing and marking of bids**

All completed tender documents shall be sealed in an envelope super-scribed with the name of the Bidder and the Tender Document Number as indicated in “Bid Information”. In addition to the above, the envelope shall also contain the name and address of the bidder.

#### **4.14 Opening of the bid**

Bids will be opened at the address mentioned in “Bid Information” in presence of bidders or authorized representatives of bidders who wish to attend the opening of tenders.

Bidders or their authorized representatives who are present shall sign Attendance Sheet in evidence of their attendance.

Bidder’s name, presence or absence of requisite documents, total cost of project quoted or any other details as HLL may consider appropriate will be announced at the time of bid opening.

#### **4.15 Clarification of the bid**

To assist the examination, evaluation and comparison of the Bids, HLL may at its discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the bidder.

#### **4.16 Examination of the bids**

HLL shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the HLL. In case of tenders containing any conditions or deviations or reservations about contents of tender document, HLL may ask for withdrawal of such conditions/deviations/reservations.

If the bidder does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. HLL’s decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

#### 4.17 Canvassing

No bidder is permitted to canvass to HLL on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

#### 4.18 Right to accept any bid or reject all bids

HLL reserves the right to accept, split, divide, negotiate, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action. If the bidder, as individual or as a partner of partnership firm, expires after the submission of his bid but before award of services, the HLL shall deem such bid as invalid.

#### 4.19 Award of Contract

HLL shall issue LoA (Letter of Award) in duplicate to the successful bidder in writing by a Registered Letter/Courier/Speed Post /or by hand. Duly signed and stamped duplicate copy of LoA has to be returned by the selected bidder within 07 days of issue of LoA as token of his/her acceptance in totality. This shall constitute a legal and binding contract between HLL and the selected bidder.

#### 4.20 Method of Submission

The response to Tender Document is to be in the following manner that one bigger sealed envelope addressed to HLL with Name & Address of the Bidder on the left hand side bottom shall contain two envelopes namely:-

**i) "Technical Envelope"** – Super scribed as "Commercial Envelope containing DD/Pay Order towards EMD" at the top of the Envelope; and "**Name & Address of the Bidder**" on the left hand side bottom and shall contain:

It should be and shall contain:

- A. Covering Letter
- B. EMD of ₹ 20,000/- (DD)
- C. Documents as mentioned in Clause.

**ii) "Financial Envelope"** - Super scribed as "**Commercial Bid in response to Tender Document** \_\_\_\_\_ (Mention the Tender Document No)" at the top of the Envelope; and "**Name & Address of the Bidder**" on the left hand side bottom;

It shall be sealed and shall contain the financial bid as per the format.

The bigger envelop shall have the following Sticker

<b>"Design , Development, hosting &amp; maintenance of Mobile App for GPS based Attendance Management System</b>	
Tender Document Ref No.	
Last Date of Submission	
Date & Time of opening Technical & Commercial Bid	



Bid Submitted by	<i>Enter Full Name &amp; Address of the Bidder</i>
Authorised Signatory	
Bid Submitted to	HLL Lifecare Limited, No:26/4,HLL Bhavan, Thambaram Velachery Main Road,Pallikaranai,Chennai-600100 Phone : 044 29813733/34

#### 4.21 Clarifications/Enquires/ Amendments

(i) Clarifications if any, on Bid Document may be sought at the address mentioned in the Important Information Sheet not later than one week after publication of TENDER DOCUMENT.

(ii) Amendment/s if any will be uploaded in the website of HLL for information of all concerned i.e. [www.lifecarehll.com](http://www.lifecarehll.com). All are requested to remain updated with the website. No separate reply/intimation will be given for the above, elsewhere.

#### 4.22 Right of HLL to reject a Bid

HLL reserves the right to reject any or all of the responses to Tender Document or cancel the Tender Document without assigning any reasons whatsoever and without any liability.

#### 4.23 Cancellation of Contract

The HLL reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the HLL on the following circumstances:

- i) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- ii) The bidder goes into liquidation voluntarily or otherwise
- iii) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- iv) If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- v) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the HLL reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the HLL may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- vi) HLL reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

#### 4.24 Important notes and instructions to Bidders

- a. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- b. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, HLL reserves the right to reject such response to Tender Document and/or cancel the Letter of Award, if issued and the EMD/PBG provided up to that stage shall be en-cashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document.
- c. Response submitted by the Bidder shall become the property of the HLL and the HLL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned.
- d. All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Bidder.
- e. The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the Contract. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- f. HLL may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids
- g. Kerala Court shall have exclusive jurisdiction in all matters pertaining to this Tender.
- h. HLL shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- i. HLL will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

## **5. Bid evaluation**

The bids, which are determined as substantially responsive, shall be evaluated by the HLL for Technical compliance and then price aspects.

### **Price Bid Evaluation:**

Bidders qualified on Technical evaluation as per the documents in line with Clause 4.4 shall be eligible of Commercial bid opening. Representative of bidders desirous of attending the bid opening may join the same at scheduled date and time at HLL office.

The HLL reserves the right to negotiate the offer submitted by the bidder to withdraw certain conditions or to bring down the rates to a reasonable level. The bidder must note that during negotiations of rates of items can only be reduced and not increased by the bidder. In case the bidder introduces any new condition or increases rates of any item, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

Letter of Award (LoA) / Contract will be awarded to the Bidder, whose total contract price mentioned in COMMERCIAL BID as per Format - 2 has been determined to be lowest evaluated after evaluating the Commercial offers.

Contract may be awarded, even if only one bidder qualifies for price bid opening. However, HLL reserves the right to take appropriate decisions in such case and shall not be binding on the HLL to award the contract.

## **6. GENERAL CONDITIONS OF CONTRACT (GCC)**

### **6.1. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **6.2. Language of Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and HLL, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language duly certified by the bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

### **6.3. Delivery**

Delivery of the Works shall be made by the Successful Bidder in accordance with the requirement raised by HLL.

### **6.4. Payment**

**6.4.1.** The Successful Bidder's request(s) for payment shall be made to HLL in writing, accompanied by a monthly invoice describing, as appropriate, and upon fulfilment of other obligations stipulated in the contract.

**6.4.2.** Payment will be based on the rates quoted by the Successful Bidder in his price bid.

**6.4.3.** Payment shall be made in Indian Rupees.

**6.4.4.** In the event of excess release of funds to Successful Bidder, HLL shall demand and recover from Successful Bidder such excess disbursements and Successful Bidder would be liable to refund the excess disbursements within a period of 10 days of ascertainment of final amount.

**6.4.5.** Income Tax & any other taxes as applicable shall be deducted at source from all the payments made to the Successful Bidder.

### **6.4.6. Prices**

Price mentioned in the Letter of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the Successful Bidder.

## **6.5. Assignment**

The Successful Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with HLL's prior written consent.

## **6.6. Force Majeure**

**6.6.1.** Notwithstanding the provisions of tender, the Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**6.6.2.** For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by HLL and its decision shall be final and binding on the Successful Bidder and all other concerned.

**6.6.3.** In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, HLL has the right to terminate the contract.

**6.6.4.** If a force majeure situation arises, the Successful Bidder shall notify HLL in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify HLL not later than 3 days of cessation of force majeure conditions. After examining the cases, HLL shall decide and grant suitable additional time for the completion of the Work, if required.

## **6.7. Termination for Convenience**

HLL, by written notice sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for HLL's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

## **6.8. Successful Bidder's Obligations:**

**6.8.1.** The Successful Bidder is obliged to work closely with HLL's staff, act within its own authority and abide by directives issued by HLL. The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free HLL from all demands or responsibilities the

cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold HLL responsible or obligated.

**6.8.2.** The Successful Bidder will treat as confidential all data and information about HLL, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of HLL.

### **6.9. Indemnification & Transfer of legal ownership**

Successful bidder shall indemnify HLL for any software Patent/IPR related issue and it is the responsibility of Successful bidder to transfer the legal ownership or patent rights/IPR to HLL on completion of assigned Work.

### **6.10. Settlement of Disputes**

**6.10.1.** If any dispute of any kind whatsoever shall arise between HLL and Successful Bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.

**6.10.2.** If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given

**6.10.3.** The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.

**6.10.4.** The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at Chennai.

**6.10.5.** Notwithstanding any dispute between the parties Successful Bidder shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.

**6.10.6.** The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.

**6.10.7.** If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause and a substitute shall be appointed in the same manner as the original arbitrator.

**6.10.8.** Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Trivandrum.

**6.10.9.** Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

#### **6.11. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India.

#### **6.12. Notices**

**6.12.1.** Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to the other Party's address specified in Bid.

**6.12.2.** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **6.13. Taxes and Duties**

Except as otherwise specifically provided in the Contract, the Successful Bidder shall bear & pay all taxes, duties, levies and charges including service tax if applicable in connection with the completion of the contract. Any taxes & duties shall be to the Successful Bidder's account and no separate claim in this regard will be entertained by HLL.

#### **6.14. Successful Bidder Liability**

Successful Bidder hereby accepts full responsibility and indemnifies HLL and shall hold HLL harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his sub contactors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify HLL and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Letter of Award.

#### **6.15. Intellectual Property Rights**

The entire software developed under this contract shall be property item of HLL and it will not under any circumstance be commercially distributed or exploited by the Successful Bidder in direct or modified form.

**Annexure- 1**

**PRICE BID FORMAT**

**Sub: Response to Tender Document No----- Dated-----for Design, Development, Hosting and Maintenance of GPS based Attendance Monitoring System**

Sl.No	Description	Amount in INR/Month (in Figure)	Amount in INR/Month (in Word)
1	Up to 500 Users		
2	501- 1000 Users		
3	1000 & above Users		
	Taxes (GST)		

1. Total contract price shall be considered for purpose of evaluation, award, and LD computation.
2. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
4. The values (both in figures and words) should be clear and there should be no overwriting. In case of the overwriting, HLL reserves the right to take decision accordingly.

Authorized Signatory  
Name  
Designation  
Date  
Name of the Company

**Annexure - 2**

**SELF-DECLARATION – NON BLACKLISTING**

To,

Deputy Vice President (HR),  
HLL Lifecare Limited,  
No: 26/4,HLL Bhavan,  
Thambaram Velachery Main Road,  
Pallikaranai, Chennai-600100.

Sir,

I/We hereby declare that presently our Company/Service provider \_\_\_\_\_ is having unblemished record. The Bidder and any of its related entities in India are neither blacklisted/debarred by any PSU or Any Regulatory Body/Authority in India or Government of India/ State Government or any of its agencies for any reasons whatsoever for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place: