

# Request for Proposal [RFP] Document

**FOR PROVIDING END TO END SOLUTION FOR COMPUTER BASED TEST  
(CBT) EXAMINATION FOR HLL LIFECARE LIMITED AND IT'S CLIENT  
ORGANIZATIONS**

**e-RFPRef: HLL/CHO/HR/REC/CBT/2026/10**



**BY**

**HLL Lifecare Limited**  
***(A Government of India Enterprise)***

HLL Bhavan - Corporate Head Office,  
Poojappura - PO | Thiruvananthapuram - 695012,  
Kerala, India

**URL: [www.lifecarehll.com](http://www.lifecarehll.com)**  
**Email: [sureshbabu@lifecarehll.com](mailto:sureshbabu@lifecarehll.com)**  
**Phone: 0471-2354949**

CIN: U25193KL1966GOI002621.

**Request for Proposal [RFP]**  
**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**HLL Bhavan - Corporate Head Office,**  
**Poojappura - PO |**  
**Thiruvananthapuram - 695012, Kerala, India**  
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RFP No.: HLL/CHO/HR//REC/CBT/2026-10

03.10.2026

1. RFPs are invited from eligible, reputed and qualified IT Firms with sound technical and financial capabilities for implementation and maintenance of Computer Based System for conducting Computer Based Test (CBT) as part of the recruitment process of HLL Lifecare Limited and it's client organisations as detailed out in the Scope of Work of this RFP Document. This invitation to bid is open to all Bidders meeting the pre-qualification criteria as mentioned in this RFP Document. The details are given in the fact sheet below:

## 1. Fact Sheet

| S. No | Particulars                                                  | Details                                                                                                                                                                                                                                                                                                                                                                 |
|-------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | RFP ID                                                       | HLL/CHO/HR/REC/CBT/2026-10                                                                                                                                                                                                                                                                                                                                              |
| 2     | RFP date                                                     | 03.10.2026                                                                                                                                                                                                                                                                                                                                                              |
| 3     | Selection Method                                             | Order will be awarded to the Bidder with the highest score based on the QCBS Evaluation Method                                                                                                                                                                                                                                                                          |
| 4     | RFP issued by                                                | Vice President (HR)                                                                                                                                                                                                                                                                                                                                                     |
| 5     | Availability of RFP and RFP fees                             | RFP can be downloaded from <a href="http://www.lifecarehll.com/tender">www.lifecarehll.com/tender</a> , <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> .                                                                                                                                                                       |
| 6     | EMD                                                          | Earnest Money Deposit of 2,00,000/- (Two Lakh only) via NEFT/ RTGS to HLL Lifecare Limited's account. <b>MSE/SSI units holding a valid Udyam Registration Certificate and Startups recognised by DPIIT are exempted from payment of EMD on submission of a valid certificate; such parties shall however furnish Security Deposit if the tender is awarded to them.</b> |
| 7     | HLL A/c Details for payment of EMD (Payment mode: NEFT/RTGS) | Name of Bank: HDFC BANK<br>A/c number: 00630330000605<br>IFSC Code: HDFC0000063<br>Branch name: Vazhuthacaud, Thiruvananthapuram                                                                                                                                                                                                                                        |
| 8     | Performance Security                                         | In the form of DD or Bank Guarantee in the format approved by HLL                                                                                                                                                                                                                                                                                                       |
| 9     | Nodal Officer for correspondence and Clarification           | Associate vice President (HR), HLL Lifecare Limited. All communications shall be made to the e-mail ID notified above only.                                                                                                                                                                                                                                             |
| 10    | Last date for queries                                        | 10.03.2026                                                                                                                                                                                                                                                                                                                                                              |
| 11    | Pre bid conference                                           | 12.03.2026 at 11.00 AM – hybrid mode.<br><br>1. Offline: Akshaya Hall, HLL Lifecare Limited, Poojappura, Thiruvananthapuram.<br>2. Online: <a href="https://meet.google.com/apv-xppw-eyg">meet.google.com/apv-xppw-eyg</a>                                                                                                                                              |

|    |                                           |                                                                                                                                                                                                                                                      |
|----|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                           | Queries shall be submitted in the prescribed format prior to the pre-bid conference; no queries shall be entertained thereafter.                                                                                                                     |
| 12 | Issue of addendum/ clarification (if any) | Will be published on the HLL website and CPP Portal only                                                                                                                                                                                             |
| 13 | Last date of bid submission               | Proposals must be submitted not later than 3pm of 26.03.2026                                                                                                                                                                                         |
| 14 | Opening of Technical bid                  | 27.03.2026 03:00pm                                                                                                                                                                                                                                   |
| 15 | Opening of Financial bid                  | To be communicated later                                                                                                                                                                                                                             |
| 16 | Bid Validity Period                       | Bids shall remain valid for 180 days from the date of opening of the RFP.                                                                                                                                                                            |
| 17 | Contract Period                           | Initially Three (3) years from the date of award of contract, extendable yearly for a further period of up to Two (2) years on mutually agreed terms and conditions subject to successful completion of the job and satisfactory performance review. |

2. Bidders may download the RFP document from the websites URL address: <http://www.lifecarehll.com/tender>, & <https://etenders.gov.in/eprocure/app> and submit their Applications online in CPP portal only.

3. Any conditional proposal shall be summarily rejected.

4. It is the responsibility of participants to go through the RFP Document to ensure furnishing all required documents as per the RFP.

5. The Bidder should mention the complete contact address with pin code, e-mail id and Mobile no. / Landline no: of the authorized official.

**6. The Bids shall be submitted online only as mentioned below:**

(i) Technical Bid (Consisting of documents fulfilling eligibility criteria & Commercial Conditions). Bidders may name the files indicating the nature of content in pdf format which would be required to be attached in e-tender.

(ii) Financial Bid (To be filled up as per the attached PRICE BID FORMAT in Excel (xls).

**DO NOT'S**

Bidders are requested NOT to submit the hard copy of the Financial/Price bid. In case the Financial/Price bid is submitted in physical form (hard copy), the tender shall be straightaway rejected. Also, uploading of the financial/price bid in Technical bid will RESULT IN REJECTION of the proposal.

**A) Technical Bid (Un priced Tender)**

All technical and its Commercial details {e.g. Eligibility Criteria, Detailed Scope of Work and Terms & Conditions} should be attached in Technical bid as pdf format, failing which the tender stands invalid & REJECTED.

**B) Financial Bid:**

1. Prices are to be quoted in the attached Price Bid format in Excel (xls format)online on e-tender portal. While uploading the price, the bidder has to ensure that the FILE NAME of the attached document SHOULD BE SAME as that of provided price bid format.

2. The prices should be quoted for the accounting unit indicated in the e-tender document.

3. Prices shall be quoted for conducting the CBT on a per-candidate basis (uniform across all centres) and separately for preparation of question papers on a per-question basis, in accordance with Clause 3.1.1 and the Price Bid format.

The bidder shall not submit hard copy of financial/price bid. Also, uploading the financial/price bid in prequalification bid or Technical / commercial bid will result in rejection of the tender.

**Note:**

It is the responsibility of bidders to go through the RFP Document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of RFP and would not be considered at a later stage at any cost by HLL.

10. In case of any queries, all prospective bidders may send their queries, if any on the email id notified in the Fact Sheet. Any query received after the scheduled time may not be considered. The reply to the query will be posted in the website - [www.lifecarehll.com](http://www.lifecarehll.com) and <https://etenders.gov.in/eprocure/app>.

11. In the event of any of the above mentioned dates being declared as a holiday in the organization, the next working day will be considered as per prescribed date & time.

12. There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. HLL reserves the right to accept or reject all/or any of the tenders in full or part without assigning any reason thereof.

13. Amendments, if any, to the tender will be published only in the website [www.lifecarehll.com](http://www.lifecarehll.com) and / or in CPP portal.

14. RFP/TENDER shall have the same word meaning, BID/PROPOSAL shall have the same word meaning and TENDERER/ BIDDER shall have the same word meaning.

**15. SPECIFIC Instructions for e-Tender Participation:-**

i. Applicants should have valid Class 3 Digital Signature Certificate with encryption.

ii. Applicants are requested to read the bidder help document on e-tender web site link before proceeding for submitting their Application.

iii. The prospective Applicants have to register with the E-procurement system of HLL at <https://etenders.gov.in/eprocure/app>. On completion of the registration process, the Applicants will be provided user ID and password within 7 working days. In order to submit the Applications electronically Applicants are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).

iv. Applicants are requested to register for issuance of User ID and Password well in advance in order to avoid last minute rush. The process normally takes 03 days' time.

v. Post receipt of User ID & Password, Applicants can log on for downloading & uploading tender document.

vi. Bidder may download the RFP document from the web site [www.lifecarehll.com](http://www.lifecarehll.com) or [www.etenders.gov.in/eprocure/app](http://www.etenders.gov.in/eprocure/app).

vii. The submission of online documents can only be done through <https://etenders.gov.in/eprocure/app>.

viii. This RFP is published in e-mode and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>.

ix. Applicants shall ensure that their submissions are complete in all respects and are to be submitted online through e-procurement portal (as described above). No DEVIATION is acceptable.

x. A person signing (manually or digitally) the RFP form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

xi. All the necessary documents as prescribed in the RFP document shall be prepared and scanned in different files (technical document in PDF format and financial bid in Excel (xls Format). as prescribed) and uploaded for on-line submission of tender/Application.

- xii. Documents should be uploaded online only in the prescribed format given in the website. No other mode of submission shall be acceptable.
- xiii. The prospective Applicants may scan the documents in low resolution (75 to 100 DPI) instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster. The bidder should however ensure the clarity and legibility of the text.
- xiv. The Individual file size of uploading is restricted to 3 MB. Applicants may upload multiple files (Not exceeding 3 MB individually) & relevant file name indicating the contents.

**Vice President (HR)**  
**HLL Lifecare Ltd.**  
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**Kerala, India**

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## 2. Request for Proposal

RFPs are invited from eligible, reputed and qualified IT Firms with sound technical and financial capabilities for implementation and maintenance of Computer Based System for conducting Computer Based Test (CBT) as part of the recruitment process of HLL Lifecare Limited and its client organisations as detailed out in the Scope of Work of this RFP Document. This invitation to bid is open to all Bidders meeting the pre-qualification criteria as mentioned in this RFP Document.

### 2.1. Background Information

#### Basic Information

- a) HLL Lifecare Limited invites responses ("Proposals") to this Request for Proposals ("RFP") from Companies / Agencies ("Bidders") for selection of "Service Provider".
- b) Proposals must be received not later than the time, date in the Fact Sheet.
- c) Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

### 2.2. Project Background

As a trusted Public Sector Enterprise, HLL Lifecare Limited possesses a proven track record of managing end-to-end Computer-Based Tests (CBT) for internal recruitments as well as for various government bodies, Public Sector Undertakings (PSUs), and autonomous institutions.

HLL Lifecare Limited (HLL) intends to implement a Computer Based Testing (CBT) system as part of the recruitment process for HLL and its client organisations. The system shall be an end to end solution comprises of three broad phases.

- Pre- Computer Based Examination Phase
- Computer Based Examination Phase
- Post Computer Based Examination Phase

HLL Lifecare Limited may utilise the services of the selected Service Provider for (a) conducting Computer Based Tests as part of HLL's own recruitment/selection processes; and/or (b) providing Computer Based Testing and allied examination services to Government Departments, Government Institutions, Public Sector Undertakings, Autonomous Bodies and other organisations for whom HLL has undertaken or may undertake such services.

In respect of services provided to external clients, HLL shall be the contracting interface with the client and the service provider shall provide the required services as per requirements communicated by HLL.

### 2.3. Key Information

HLL Lifecare Limited, widely known as HLL, is a global organisation offering healthcare products and services, headquartered in Thiruvananthapuram, South India. With a wide spectrum of activities, HLL touches the lives of millions across the world, thereby realizing its motto of 'Innovating for Healthy Generations'.

HLL, a Public Sector Enterprise under the Ministry of Health & Family Welfare, Government of India, operates as a group of six entities and comprises eight state-of-the-art manufacturing facilities, a distribution network spanning nearly 87 countries, and maintains 22 regional offices spread across India. The company manufactures an extensive range of contraceptive products and other hospital products including blood collection bags, sutures, hospital devices and equipment, pharma products, diagnostic kits, women healthcare products, sanitary napkins and vending machines, among others.

In addition to its diverse product range, HLL also offers a wide range of healthcare services that have a positive impact on millions of people. These services include diagnostic and imaging networks, infrastructure development, procurement consultancy, pharma retailing and projects & services among others.

Besides establishing its credentials as a dependable supplier of contraceptives and healthcare products, HLL is the preferred implementation partner for projects in the areas of medical diagnostics and generic drugs. HLL is a major supplier to major International Procurement Agencies like United Nations Population Fund (UNFPA), Population Services International (PSI), International Dispensary Association (IDA), Mission Pharma, IMRES, MSF etc. and several overseas ministerial procurement programmes. During the time of COVID pandemic, HLL was the nodal agency of Govt. of India for the procurement and distribution of emergency medical supplies on a pan India basis.

### **HLL's Experience in Conducting Computer Based Tests**

HLL Lifecare Limited has been conducting Computer Based Tests as part of its recruitment process for HLL and its client organisations. Drawing on this experience, HLL has standardised an end-to-end model covering online application and fee collection, secure question paper handling, biometric registration and frisking of candidates, randomised seat and paper allocation, CCTV-monitored conduct across multiple centres and cities, real-time monitoring from a central console, same-day capture of candidate responses, transparent answer-key representation and merit list generation, and post-examination support for candidate queries, RTI and court matters.

The present RFP consolidates and strengthens that model – incorporating current data-protection and information-security requirements (the DPDP Act, 2023, India-only data residency, CERT-In / MeitY compliance, AES-256 encryption and VAPT), a structured four-level Service Level Agreement, a defined incident escalation matrix, and the option for the agency to prepare question papers – so as to ensure that examinations are conducted securely, fairly and with full auditability.

HLL Lifecare Limited intends to include Computer Based Testing (CBT) as part of the recruitment process for HLL and its client organizations

- Total number of candidate to be assessed in CBT will be approximately 1 Lakh (The quantities are indicative and do not constitute any minimum business commitment by HLL)
- Tentative duration of key processes – Provided in Annexure A
- Number of shifts per day – 2 shifts

### 3. Scope of Work

The selected bidder will provide the following exam delivery services:

- a) Conducting exams primarily in CBT mode, including software provision, technical staff deployment, exam Centre setup and providing data for result processing.
- b) The Bidder will also provide services for preparation of Question Papers for CBT.

#### **A) CONDUCT OF EXAMINATION**

**This Scope of Work has been divided into following three broad phases**

- Pre- Examination Phase
- Examination Phase
- Post Examination Phase

#### **3.1. Pre Examination Phase**

- The Bidder should design the application for candidates to register themselves for the Computer Based Examination and make online payment of exam fees.
- The Bidder should make provisions for admit card download. The candidate should be able to download and take a printout of the successfully filled applications.
- The Bidder is expected to draw the examination plan and design the examination processes as follows:
  - o Complete Security management processes
    - Physical Security
    - Information Security
    - Server Security
    - Network Security
  - o Candidate handling process
    - Mapping of candidates details with Exam Centers
    - Validation and verification of identity
    - Frisking of candidates using handheld metal detectors (HHMD)
    - Attendance and biometric (photograph and thumb impression) handling
    - Machine/seat allocation and handling of security parameters
    - Bulk/individualized SMS
    - Bulk/individualized emails
    - Customer care number for responding to queries
- The Bidder shall prepare and provide Standard Operating Procedure (SOP) for all processes for safe and secure conduct of examination along with rules for contingency and exception handling/ emergency procedures.
- The Bidder shall provide specifications for Hardware and Software required at all stages of the examination.
  - Application management and generation of Admit cards
  - Exam Centers
  - Devices and systems to be used for authentication and audit trail mechanisms required for Examination.
- The Bidder shall provide consulting, training and manpower support to handle the entire Examination. The required Hardware, Software, networking including Internet (leased line) shall

be installed by the Bidder on lease/rent basis, whose cost would be covered under the commercial bid.

- Suitable instructions for answering questions during online test should be provided before start of the examination
- The Bidder shall securely transmit, download, install and implement Question Papers to the examination centers.
- The Bidder shall identify required Exam Centers in the major cities of across India ensuring that 10% of the systems are available as backup per shift i.e. if 100 systems are going to be used, the center shall have 110 systems available per shift.
- The Bidder shall ensure that all Exam Centers have the prescribed Hardware, Software, Internet and LAN connectivity for conducting Examination.
- The Bidder shall ensure that UPS facilities and Generator facility are available at each Exam Centre for un-interrupted power supply.
- The Bidder shall carry periodic audit at Exam Centers for
  - o Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Key Boards etc.
  - o Software - Screen resolution, bandwidth for internet and LAN connectivity, Browser.
  - o Working condition of UPS and Generator.
- The Bidder shall ensure suitable drinking water and separate toilet facilities for both Boys and Girls at each examination center.
- The Bidder shall provide a facility to candidates for static mock link for mock test within 7 days before the examination date. The same facility should also be available online to be run through web server. The mock test should be a replica of the examination software.
- The Bidder shall provide help to candidates through a call center (telephone/email) ensuring service quality on a 9x6 basis.
- The Bidder shall host and manage the examination process through intranet based solution at Exam Centers.
- The Bidder shall ensure checking of original documents and admit card of the candidates at the examination gate.
- The Bidder shall ensure availability of proper security/frisking at the examination centers. Separate frisking facilities for female candidates. Only female staff will frisk the female candidates. Frisking must be done by hand held metal detectors (HHMD).
- The selected bidder shall ensure complete biometric registration process of the candidates (digital photo, finger print etc.) and allow candidates to appear for exam at Examination Centre through randomly allotted seat/machine. The biometrics taken at this stage shall be used later for authentication purposes during the document verification and joining of selected/shortlisted candidates.
- Individual password shall be given to each candidate by the Bidder at the examination center after the biometric registration process.
- The Bidder shall ensure that the Signature of the candidate is taken in the attendance sheet and Verification of the signature in attendance sheet is done vis-à-vis the signature in the admit card
- The Bidder shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for exam at Exam Centers.

### **3.1.1. PREPARATION OF QUESTION PAPERS**

In addition to the secure handling, transmission and delivery of question papers, the Bidder will be responsible for the preparation of question papers for the examinations conducted under this contract, and shall clarify with HLL the syllabus, scheme, difficulty distribution and specifications from time to time.

#### **PREPARATION OF QUESTION PAPERS – SCOPE OF WORK, RESPONSIBILITIES AND LIABILITY**

The successful bidder shall undertake the preparation, moderation, validation and finalization of question papers for various recruitment examinations as specified by HLL from time to time. The bidder shall ensure that the question papers are prepared strictly in accordance with the syllabus, educational qualifications, experience requirements, examination pattern and other instructions communicated by HLL.

The Bidder shall prepare the examination question papers with various difficulty levels and shall manage the same securely. The indicative figures are given below:

- o Number of Question Papers – 10 approx.
- o Number of Questions in a Question Paper - 100
- o Language of the Question Paper – English and Hindi
- o Type of Questions - MCQ

The successful bidder shall be solely responsible for the preparation, quality, originality, accuracy and confidentiality of the question papers and all related examination content. The responsibilities of the successful bidder shall include, but not be limited to, the following:

- Prepare question papers strictly in accordance with the syllabus, examination scheme and instructions provided by HLL.
- Bidders are required to prepare the question papers in bi-lingual format
- The bidder shall submit sample question papers for each subject to HLL prior to the conduct of any examination. In the sample papers, each Question shall be Indexed to adequately demonstrate the prescribed difficulty levels, including Easy, Medium, Difficult, and Very Difficult. HLL will have the right to communicate to the Bidder that certain Questions types cannot be included for a particular examination.
- Ensure that all questions are original, authentic, technically accurate, free from ambiguity, grammatically correct and appropriate to the prescribed educational qualification and level of examination and shall not contain plagiarized, copyrighted or unauthorized material from books, publications, websites, coaching institutes, previous question papers, internet or any other source that may result in legal disputes or infringement of Intellectual Property Rights.
- The bidder shall ensure that all question papers are thoroughly vetted and are free from factual inaccuracies, printing defects, typographical errors, ambiguous or misleading options, and any other deficiencies that may adversely affect the fairness or conduct of the examination. Bidders shall ensure the questions shall not contain any content that may offend or hurt the religious, communal, cultural, or social sentiments of any individual or group.
- Ensure that the question papers are prepared in strict compliance with all applicable Acts, Rules, Regulations, Notifications, Judicial Pronouncements and Guidelines issued by the Government of India, State Governments, Courts of Law, UGC, AICTE, NCERT, NTA, SSC, UPSC or any other statutory or regulatory authority, wherever applicable.

- The successful bidder shall prepare a detailed SOP/ Quality Process document explain in detail about the quality systems/ security/ process of question paper preparation/ contingency measures/ measures taken for confidentiality/ encryption process/ auditing process Etc... and submit the same to HLL.
- Maintain complete confidentiality as per the SOP provided by the bidder to HLL, during preparation, moderation, storage, transportation and uploading of question papers and ensure that no unauthorized person has access to any confidential examination material.
- Adopt robust information security measures including restricted access, encryption, password protection, secure storage, audit logs and maker-checker mechanisms to prevent leakage of examination content.
- Maintain complete documentation relating to preparation, moderation, review and approval of question papers and produce such records whenever required by HLL or any statutory authority.
- Ensure that the identity of Subject Matter Experts, Moderators and Translators remains strictly confidential throughout the contract period and thereafter.
- Ensure that the bidder has executed a **Confidentiality and Non-Disclosure Agreement (NDA)** with every Subject Matter Expert, Moderator, Translator, Reviewer, and employee engaged in question paper preparation.
- Ensure that no person involved in preparation or moderation of question papers has any conflict of interest with the recruitment process.
- Ensure that no employee, consultant, expert or representative engaged by the bidder directly or indirectly discloses, reproduces, communicates or misuses any examination material.
- Immediately report any suspected breach of confidentiality, security incident, paper leakage or compromise of examination content to HLL along with corrective and preventive action taken.
- Provide full assistance to HLL in addressing RTI applications, Court cases, Vigilance enquiries, Police investigations or any statutory proceedings relating to the question papers and exams conducted thereon prepared by the bidder.
- Provide expert assistance and documentary evidence before Courts, Tribunals or Government Authorities whenever required by HLL in connection with disputes relating to the question papers and CBT thereon.
- Replace, revise or re-prepare the question papers at its own cost whenever directed by HLL due to deficiencies, errors, security concerns or administrative reasons.
- The Bidder must have experience in the development and authoring of Question Papers/Assessment Content covering more than 100 subjects in bilingual format, i.e., Hindi and English, for Computer Based Recruitment Tests (CBT) conducted for a single Government Client during the last five (5) years. The Bidder shall submit documentary evidence, such as Work Order/Contract and Completion Certificate/Client Certificate, clearly establishing the above experience.

#### **Points to be noted by the Bidder**

1. The bidder shall quote a per-question rate for the preparation of question papers.
2. The questions shall cover a wide range of technical and non-technical domains depending on the recruitment/assessment requirements. Technical domains may include, but are not limited to, Engineering, Manufacturing, Human Resources, Finance, Accounts, Purchase, Supply Chain, Science, Pharmacy, Quality Assurance, Information Technology, Medical, Legal, and other relevant disciplines.

3. The bidder shall also prepare questions to assess behavioral and aptitude competencies, including but not limited to Communication Skills, Interpersonal Skills, Leadership, Teamwork, Analytical Ability, Problem Solving, Decision Making, Customer Orientation, Ethics, and General Aptitude, as required.
4. The educational qualifications for which question papers may be required shall vary depending on the recruitment notification and may include, but are not limited to, ITI, Diploma, Graduate, Postgraduate, Engineering, Medical, Pharmacy, Nursing, Law, Chartered Accountancy, Management, Information Technology, and other equivalent qualifications and experience.
5. The bidder shall prepare objective-type questions suitable for Computer Based Tests (CBT), strictly in accordance with the syllabus, job description, qualification requirements, and difficulty level specified by HLL from time to time.
6. The bidder shall ensure that all questions are original, technically accurate, grammatically correct, free from ambiguity, and suitable for competitive examinations. The bidder shall be solely responsible for the authenticity, correctness, and quality of the questions submitted.
7. The bidder shall provide questions with the correct answer key and, wherever specified by HLL, detailed explanations/justifications for the correct answers.
8. HLL reserves the right to review, accept, reject, modify, or seek replacement of any question that is found to be technically incorrect, ambiguous, repetitive, outdated, or otherwise unsuitable. No additional payment shall be made for replacing such questions.
9. The bidder shall maintain strict confidentiality during the preparation, handling, storage, and submission of question papers and shall ensure that no part of the question bank is disclosed to any unauthorized person. The bidder shall be fully responsible for any breach of confidentiality.
10. The actual number of questions to be ordered during the contract period may vary depending on HLL's requirements. Payment shall be made only for the number of questions actually accepted by HLL at the approved per-question rate.
11. The bidder shall be capable of preparing question banks across multiple subjects and qualification levels simultaneously and shall adhere to the timelines communicated by HLL for each assignment.
12. The bidder shall ensure that the questions comply with the examination pattern, marking scheme, language requirements, and other instructions issued by HLL for the respective CBT.
13. The Bidder shall constitute and maintain a panel of qualified subject matter experts / paper setters for preparation of question papers across the required subjects, posts and difficulty levels, and shall maintain strict confidentiality regarding the identity of such experts and the content produced.
14. The Bidder shall develop and maintain a secure question bank of adequate size for each subject / post, with questions tagged by topic, difficulty level and such other parameters as may be specified by HLL, so as to enable generation of multiple question paper sets / series.
15. Each question paper shall conform to the specifications provided by HLL, including the number of questions in a question paper (approximately 100), the marking scheme including negative marking, the language of the question paper (English and Hindi) and the type of questions (MCQ).
16. The Bidder shall implement a documented quality assurance and review process for question papers, including validation for correctness, ambiguity, duplication, balancing of options and freedom from copyright infringement. HLL shall have the right to review and approve the sample question papers prior to the examination.
17. The Bidder shall maintain end-to-end confidentiality, integrity and security of the question papers and the question bank at every stage – preparation, storage, transmission, installation and administration – through encryption, access control on a need-to-know basis, audit trails and secure custody.
18. Any leakage, compromise or unauthorised disclosure of question papers shall constitute a material breach of contract, attracting forfeiture of the Performance Security in full, in addition to such other legal action as HLL may deem fit.

19. All question papers, question banks and associated content prepared under this contract shall be the exclusive property of HLL Lifecare Limited and/or its client organisations, and shall be handed over to HLL in open, machine-readable format on demand upon completion of each examination or termination of the contract.

### **3.1.2. Question Papers prepared by HLL or HLLs clients**

Where HLL elects to supply its own Question papers for a particular examination, the same shall be made available to the Bidder. The Bidder shall securely receive, store, transmit, download, install and administer such papers, and complete responsibility for the security of the question papers once transferred to the Bidder shall rest with the Bidder. Where question papers are provided by HLL, complete security of such question papers when transferred to the Bidder will be with the Bidder.

### **3.1.3. Biometric-based identification Verification**

- The bidder shall undertake biometric-based document verification of candidates who have appeared for the Computer Based Test (CBT), as and when required by the Client. The cost towards biometric-based document verification shall be deemed to be included in the quoted price and no separate payment shall be admissible for the same.
- In cases where document verification is required to be conducted at the Client's premises or any other location(s) specified by the Client, the bidder shall deploy the necessary manpower and infrastructure. The Client shall reimburse only the actual travel and related expenses incurred by the bidder for such deployment, subject to the submission of valid supporting bills and documentary evidence. No additional charges, overheads, service fees, or any other claims beyond the actual reimbursable expenses shall be entertained.
- All pre-examination phase processes shall be carried out by the Bidder in consultation with HLL Lifecare Limited.

### **3.1.4 Responsibilities of HLL**

- HLL shall make available the Syllabus, scheme, difficulty distribution and specifications for the question papers to be prepared by the Bidder wherever applicable.
- Rules for merit/rank list generation

## **3.2. Examination Phase**

- The Bidder shall provide adequately trained manpower as per the ratio mentioned below:

Each Exam Centre should have the following minimum number of personnel, as described below, to be deployed by the Bidder;

- i. Exam Centre Administrator – 1
- ii. IT Manager –1 per 250 nodes (minimum 1 per center)
- iii. Invigilators - 1 per 30 nodes
- iv. Support Staff - Minimum 1 per 100 students (Suitability need to be justified with centers) and locations
- v. Security Guards - Minimum 1 per 100 students (Suitability need to be justified with centers)

The above staff should be increased proportionately on the basis of size of the center in terms of nodes for exam.

- The Examination shall be computer based with the questions being provided onscreen on a random basis with multiple choice answers, without any manual intervention.
- Sufficient time of 10 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.
- Computer based exam software should support standard features such as automatic calculation of test score, negative marking, time left, flag questions for review, navigation to unanswered questions and prompt for submission.

#### Minimum Candidate System Pre-requisites

| Parameter                   | Minimum Requirement                                                                                                                                                                                    |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Processor</b>            | Core2Duo / Dual Core / Intel Core i3 / equivalent or higher                                                                                                                                            |
| <b>RAM</b>                  | 2 GB minimum; 4 GB recommended;                                                                                                                                                                        |
| <b>Storage</b>              | 128 GB SSD or higher; adequate free space for the examination application                                                                                                                              |
| <b>Monitor</b>              | Minimum 15-inch LCD/LED monitor                                                                                                                                                                        |
| <b>Screen Resolution</b>    | 1024 × 768 minimum; 1366 × 768 or higher recommended                                                                                                                                                   |
| <b>Operating System</b>     | <b>Windows 8.1/10/11 - 32 bit or 64-bit or supported Linux OS</b> with active security support from the OEM                                                                                            |
| <b>Browser</b>              | Latest stable version of <b>Google Chrome, Microsoft Edge or Mozilla Firefox</b> , as supported by the examination application                                                                         |
| <b>Browser Settings</b>     | JavaScript and cookies enabled; pop-ups configured as required by the examination application                                                                                                          |
| <b>Keyboard &amp; Mouse</b> | Standard USB keyboard and optical mouse                                                                                                                                                                |
| <b>Network</b>              | Dedicated wired Ethernet bandwidth of 100 Mbps ; preferably Gigabit LAN. Internet bandwidth should be adequate for the number of concurrent candidates.                                                |
| <b>Internet</b>             | Stable, dedicated internet connection with appropriate redundancy. As a practical baseline, <b>at least 1 Mbps per candidate</b> may be specified, subject to the examination platform's requirements. |
| <b>Security</b>             | Windows Firewall and updated antivirus/endpoint protection; As per the compatibility with the exam software no unauthorised software, VPN, remote-desktop or screen-sharing applications               |
| <b>USB Storage Device</b>   | USB storage/removable-media access disabled during the examination                                                                                                                                     |
| <b>Remote Access</b>        | Remote Desktop/AnyDesk/TeamViewer and similar remote-access applications/services disabled during the examination                                                                                      |
| <b>Power Backup</b>         | UPS/power backup sufficient to continue the examination during short-duration power interruptions                                                                                                      |
| <b>Time Synchronisation</b> | Correct system date, time and time zone; automatic updates should be controlled during examination sessions                                                                                            |
| <b>Exam Software</b>        | Secure examination application/browser/lockdown software as specified by the examination platform                                                                                                      |
| <b>LAN</b>                  | All candidate systems connected to the examination LAN and able to communicate with the Exam Server                                                                                                    |

|                    |                                                                                                                                                                                       |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Exam Server</b> | Dedicated server with adequate capacity for the maximum number of concurrent candidates; the server should be capable of handling the prescribed load without performance degradation |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Minimum Examination Centre Server Prerequisites

| Parameter                   | Minimum Requirement                                                                                                                                                                                                     |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Processor</b>            | Intel Core i3 / equivalent or higher                                                                                                                                                                                    |
| <b>RAM</b>                  | 4 GB minimum; 8 GB recommended                                                                                                                                                                                          |
| <b>Storage</b>              | 128 GB SSD or higher; adequate free space for the examination application                                                                                                                                               |
| <b>Monitor</b>              | Minimum 15-inch LCD/LED monitor                                                                                                                                                                                         |
| <b>Screen Resolution</b>    | 1024 × 768 minimum; 1366 × 768 or higher recommended                                                                                                                                                                    |
| <b>Operating System</b>     | Genuine, licensed <b>Windows 10/11/ Windows Server 2002 or supported Linux OS</b> , with active security support from the OEM                                                                                           |
| <b>Browser</b>              | Latest stable version of <b>Google Chrome, Microsoft Edge or Mozilla Firefox</b> , as supported by the examination application                                                                                          |
| <b>Browser Settings</b>     | JavaScript and cookies enabled; pop-ups configured as required by the examination application                                                                                                                           |
| <b>Keyboard &amp; Mouse</b> | Standard USB keyboard and optical mouse                                                                                                                                                                                 |
| <b>Network</b>              | Dedicated wired Ethernet with bandwidth of 100 Mbps; preferably Gigabit LAN. Internet bandwidth should be adequate for the number of concurrent candidates.                                                             |
| <b>Internet</b>             | Stable, dedicated internet connection with appropriate redundancy. As a practical baseline, Internet connectivity with bandwidth 10 Mbps or above may be specified, subject to the examination platform's requirements. |
| <b>Security</b>             | Firewall and updated authorised antivirus/endpoint protection; no unauthorised software, VPN, remote-desktop or screen-sharing applications                                                                             |
| <b>USB Storage Device</b>   | USB storage/removable-media access disabled during the examination                                                                                                                                                      |
| <b>Power Backup</b>         | UPS/power backup sufficient to continue the examination during short-duration power interruptions                                                                                                                       |
| <b>Time Synchronisation</b> | Correct system date, time and time zone; automatic updates should be controlled during examination sessions                                                                                                             |
| <b>Exam Software</b>        | Secure examination application/browser/lockdown software as specified by the examination platform                                                                                                                       |
| <b>LAN</b>                  | All candidate systems connected to the examination LAN and able to communicate with the Exam Server                                                                                                                     |
| <b>Exam Server</b>          | Dedicated server with adequate capacity for the maximum number of concurrent candidates; the server should be capable of handling the prescribed load without performance degradation                                   |

**Note :** *The Bidder shall provide the required number of servers with specifications mentioned above at each examination centre to ensure optimal and uninterrupted performance. In addition, adequate backup servers of equivalent or suitable capacity and configuration shall be provided by the Bidder to ensure continuity of examination operations in the event of any server failure.*

## **Data Centre / Cloud Infrastructure and Disaster Recovery:**

The Bidder or its Group Company shall have its own or outsourced Primary Data Centre (DC) / Cloud Infrastructure with a Disaster Recovery (DR) site to ensure data security, availability, and business continuity. The Primary DC and DR site shall be located within India and in geographically separate locations falling under different seismic zones.

**a) Data Centre:** In case the Bidder proposes a Data Centre, the Primary DC shall be **Tier III or higher**, appropriately ISO certified, and compliant with applicable **CERT-In and Government of India guidelines**. The Bidder shall submit a declaration along with complete details of the proposed Data Centre, including its location, certification, infrastructure, and DR arrangements.

**b) Cloud Infrastructure:** In case the Bidder proposes Cloud Infrastructure, the Cloud Service Provider (CSP) shall be **MeitY-empanelled** and compliant with applicable Government of India guidelines and security requirements. The Primary DC, DR setup, and all associated backup data shall be **hosted, stored, and maintained entirely within India**. The Bidder shall submit a declaration along with complete details of the proposed Cloud Infrastructure, including the CSP, locations of the DC and DR facilities, applicable certifications/empanelment, and backup arrangements.

**Required number of servers for a center must be provided by the Bidder for assured performance. Additional equivalent and suitable servers for backup will need to be provided by the Bidder.**

- The Bidder shall arrange/provide adequate displays and required instructions/ information to the candidates appearing for test at Examination Centers.
- While exam will be conducted on local LAN, data of test progress should be transferred to central server every 5 minutes for monitoring purposes. Bidder should provide reports to HLL Lifecare Limited to view the test progress.
- The Bidder shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
- The Bidder shall obtain candidate's feedback through online Feedback Form, after the examination is over.
- The Bidder shall provide stationery such as blank paper sheet/to the candidates as per requirement.
- The Bidder shall have a contingency plan for Student management/Shifting in case of any emergency.
- Bidder should have capabilities of CCTV surveillance system to monitor and capture the activity of candidates /centers. All the exam halls should have CCTV surveillance cameras installed in a way that activities each candidate is captured. CCTV camera feeds should be stored locally.
- CCTV camera should record Exam Center activities from 30 minute before to 30 minutes after the examination. The bidder will be required to handover the CCTV camera feeds to HLL Lifecare Limited for all the Computer Based Exam within 20 days after the examination with proper sealing.
- The Bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the Bidder in specified center of HLL Lifecare Limited. The data should be real time data generated from each Exam Centre during the examination.
- At the end of the exam, transfer/export of candidate response and audit trails shall be done by the Bidder on secured channel from local server to Central server of the Bidder within 4 Hour from each exam center. Other data such as attendance sheet, finger print, seating plan etc. (if any) should be sent to HLL Lifecare Limited within 5 days of conclusion of each exam shift.

### **3.2.1. Dashboards and Reports (for each examination):**

The Bidder shall provide HLL with a secure, role-based web dashboard and a set of standard reports for each examination, accessible in real time during the examination and thereafter for the retention period. Without limiting the requirement to provide any further information sought by HLL, the dashboard and reports shall cover at least the following:

- Real-time exam-day monitoring: centre-wise and shift-wise candidate registration/attendance status, log-in progress, systems in use vs. backup, node/technical incidents, and CCTV status.
- During the examination Real-time Beta version data of the examination status should be made available to HLL command centers (Via Mobile/ Laptop).
- Attendance and biometric reports: registered vs. present vs. absent counts, biometric capture success, and exceptions, by centre, city and shift.
- Examination progress: candidates in progress, submitted and pending, with periodic (at least every 5 minutes) refresh from each centre to the central console.
- Result processing reports: raw responses, marks computed, negative-marking applied, answer-key representation status, and final merit / rank list, with post-wise and category-wise break-ups as required by HLL.
- Reservation / category MIS: category-wise (as per Government of India reservation norms) counts and cut-offs, as specified by HLL.
- Audit and security reports: click-by-click candidate audit trail, access logs, incident and SLA-compliance reports mapped to Clause 9.24, and exception reports.
- Exportable formats: all reports downloadable in open, machine-readable formats (such as CSV / XLSX / PDF) and available for handover under the Exit Management clause.

### **3.2.2. Examination Centres**

There shall be a single, standard category of examination centre under this RFP. The Bidder shall identify and provide examination centres in the required cities across India, and every centre offered, without exception, shall meet the standard facility and security requirements set out below at an acceptable level. The Bidder shall furnish the number of centres and nodes available city-wise. Each examination centre offered shall, at a minimum, satisfy the following:

- Node capacity per centre per shift, with a minimum of 10% backup systems available per shift (i.e. if 100 systems are going to be used, the centre shall have 110 systems available per shift).
- Security infrastructure comprising CCTV coverage of every examination hall, biometric attendance devices, Hand Held Metal Detectors (HHMD), frisking arrangements (with separate facilities and female staff for female candidates), server and network security, and physical access control.
- Reliable power with UPS / DG (generator) backup for uninterrupted supply, and adequate Internet and LAN connectivity, in accordance with the pre-requisites at Clause 3.2
- Prescribed Hardware and Software at each node, drinking water and separate toilet facilities for male, female candidates, and adequate seating capacity.
- Manpower deployment in accordance with the ratios prescribed in Clause 3.2.

HLL shall select the specific centres and cities from the list submitted by the Bidder for each examination, and the Bidder shall allocate candidates to the centres so selected in accordance with Clause 9.17. The Bidder shall ensure that every offered centre, irrespective of location, has the prescribed facilities, hardware, software, Internet and LAN connectivity for conducting the examination. The per-candidate CBT rate quoted in the Price Bid shall be uniform and shall apply to all centres, irrespective of city or location.

### **Location of Examination venues**

The Service Provider shall identify examination venues located within 15km from the town / city limit of the centre notified in the notification /the examination centre option exercised by the candidate respective

city/town of the candidate's preference. While furnishing the list of venues, the Service Provider shall clearly indicate the distance of each venue from the main city/town of every district. The Controller of Examinations reserves the right to accept or reject any venue if it is found to be unsatisfactory on any grounds.

### **Allocation of Candidates for multiple Examinations**

In case of continuous examinations or in case wherein same candidate chooses to appear for more than one subject, he / she shall be allotted to the same centre which was allotted for his/her first exam. In extremely unavoidable cases, if there needs a change of location, the Service Provider shall ensure that there shall be a clear gap of not less than 48 hours to enable the candidate to travel and reach the next location in a reasonable timeframe.

### **Examination centre Infrastructure Requirements**

1. The Service Provider shall ensure that every examination centre possesses
2. High-speed and reliable internet connectivity
3. Internal LAN infrastructure with redundancy
4. Uninterrupted power supply systems (UPS)
5. Generator backup capable of supporting all examination operations
6. Computers, servers, CCTV systems, networking equipment, and other hardware required for examination conduct.
7. A minimum of ten percent (10%) additional computer nodes over and above the approved candidate capacity as standby systems.
8. Hardware and software conforming to specifications prescribed by HLL.

### **Examination Environment and Safety Measures**

1. The Service Provider shall ensure that all examination halls provide:
2. Adequate lighting and ventilation
3. Seating arrangements conducive to examination integrity
4. Safe and secure examination conditions
5. Adequate drinking water facilities
6. Separate and hygienic toilet facilities for male and female candidates
7. Basic facilities for differently abled candidates
8. Clean and safe examination premises
9. A cloak room for the safe keeping of the belongings of the candidates
10. Fire safety systems and firefighting equipment
11. Emergency evacuation procedures
12. First-aid facilities
13. Compliance with applicable safety regulations and local statutory requirements.

## **3.3. Post Examination Phase**

- The Bidder shall calculate marks obtained by each candidate as per requirement of the HLL Lifecare Limited.
- The candidate's responses, biometric, audit trails should be uploaded automatically from the local server to Bidder's data center in a secured manner. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the exam server.

- The Bidder should be able to hand over the raw responses/data to HLL Lifecare Limited immediately (same day) after the candidate's response upload from local exam server. The software should have capability to take the answer key post examination.
- The bidder shall upload the answer key of all the series of question papers for candidates' responses for three days from the last day last sitting of the examination of the respective posts.
- The candidates are at liberty to lodge their complaint in the designated website, if any, with regard to their examination result and the Service provider will dispose of all the complaints received through website.
- The bidder will keep the portal open for 3 days after the examination to receive representation of the candidates in respect of the answer keys provided by HLL. After receipt of the representation of the candidates, the bidder will upload the final answer key within 3 days.
- The Bidder shall ensure Generation of Merit list based on the rules/validation shared by HLL Lifecare Limited.
- The Bidder shall provide documented inputs and support for handling
  - o Candidates' queries
  - o Client queries
  - o RTI queries
  - o Court Cases
- The bidder should support biometric verification of shortlisted/selected candidates during joining formalities. The bidder should be able to utilize the candidate biometric data captured at the test center before examination, for biometric verification purpose as part of the joining formalities of selected/shortlisted candidates.

Note:

1. The Bidder will have to carry/ demonstrate complete System Test Run (STR) with test data to HLL Lifecare Limited before implementation of the software. The Bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
- Test Data Archiving: The Bidder shall archive the examination data (excluding CCTV footage) for future references after specified time, as per requirement of HLL Lifecare Limited. CCTV footage will be handed over to the client within 20 days once assessment is over and this need not be retained by the Bidder. Remaining examination related data like answers, results, logs etc. will be retained by Bidder as long as contract is valid.
  - MIS generation/ customized reports: The Bidder shall provide adequate information to the Recruitment section as per the requirement of HLL Lifecare Limited.

## 4. Essential Technical Pre-requisite

### 4.1. Organizational Level

- 1) The bidder should be a company/ firm registered (minimum 10 years old) in India. The registered bidder should be operating in India for a minimum of 5 years with an objective of offering relevant Computer Based Examination Services that are the subject matter of this RFP.
- 2) The bidder should participate as a single entity, no consortium or group companies will be allowed.
- 3) The bidder shall be a single point of contact with HLL Lifecare Limited and shall be solely responsible for the execution and delivery of the work. The Bidder will provide examination delivery software.
- 4) The average annual turnover of the bidder should be minimum Rs.100 crores during last 5 financial years. The turnover should be of the bidder and not of the group companies or consortium. The

turnover refers to a company and not the composite turnover of its subsidiaries/sister concerns etc. for the five financial years immediately preceding the date of bid submission.

- 5) The bidder's Average Annual Turnover during last five financial years should be Rs.50 crores or more in India from Computer Based Examination (Attach documentary evidence such as audited Balance Sheet etc.).
- 6) The bidder should be in profit during last five financial years immediately preceding the date of bid submission. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited for the last five financial years.
- 7) The Bidder should be registered with appropriate tax authorities such as Income Tax, GST and should submit valid certificates of registration with these authorities.
- 8) The bidder must have successfully executed 5 similar projects (conduct of CBT) in all India basis, out of which at least one project should be Conduct of **Computer based recruitment Examination** with capability of 75,000 or more candidates appeared in single shift during the last five years. The documentary evidence in form of work order/contract and performance report must be enclosed on the client's letterhead. (Bidder's past achievement in this regard shall be considered for technical evaluation)
- 9) Any experience as a consortium partner will not be considered.
- 10) The bidder/ group companies must have their own/outsourced primary data center with DR site infrastructure for data Security. Both the Data Centers should be located in India in different seismic zones. The data center must be Tier III and ISO certified. Data Center should be certified as per the Government of India Guidelines. The infrastructure of the bidder must be Cert-In certified as per Govt. of India guidelines. Declaration with the details of data center to be submitted by the bidder.
- 11) The bidder must be able to conduct computer based examination in multidisciplinary / multiple subjects as well.
- 12) The bidder must have authorized and globally accepted certifications i.e. ISO-27001, ISO 20000, ISO 9001 and CMMi Level 5 for Software Development / Services (Verifiable on <https://pars.cmmiinstitute.com>). Relevant certificate to be submitted.
- 13) The Bidder should have infrastructure in all the major cities across India with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.
- 14) The contract shall be on "End to End outsource basis" and the bidder should have all relevant facilities and logistics available to execute the work. Declaration for the same to be submitted.
- 15) The bidder must show and submit suitable emergency management plan during any crisis situations/ redundancy of servers, switches, nodes additional center locations, students' data. Supporting document for the same to be submitted.
- 16) The bidder should not have been under blacklisting by central / state government departments / undertakings as of the bid submission date.
- 17) The Integrity pact (annexed as FORMAT-2) shall be a 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 Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.
- 18) Bidders should submit a Declaration (annexed as FORMAT-1) Bids submitted without signing the declaration in the required format will be ab-initio rejected without assigning any reason.
- 19) The bidder shall furnish the details of experience of similar works in the format prescribed at ANNEXURE-II, duly supported by work order / contract and performance report on the client's letterhead.
- 20) The bidder shall submit a signed undertaking to comply with the provisions of the Digital Personal Data Protection Act, 2023 and to host and store all data relating to this engagement exclusively within the geographical boundary of India, in accordance with Clauses 9.19 and 9.20 of this RFP.

- 21) The bidder shall furnish the proposed list of standard examination centres in accordance with Clause 3.2.2, indicating city-wise node capacity, together with the proposed approach to preparation of question papers in accordance with Clause 3.1.1.
- 22) The bidder shall furnish the complete details of its Quality Process for conducting CBT and preparation of Question Papers as part of the Bid.

## **4.2. Assessment Platform Level**

- 1) The proposed software must be in-house developed by the bidder and the bidder must own the complete source code of the software being used for conducting the Computer based exam. Bidders having CMMI certificate in Development will be given preference.
- a) The bidder should have all the necessary components and dependency of source code of computer based examination system in place so that any change required in any of the components of the software can be undertaken by their in-house technical team. Required skills should be made available to make necessary configuration changes. The major/minor configuration changes in software requested by HLL Lifecare Limited must be met immediately. The bidder should have at least regular 300 or more technical employees employed in-house in India for Conduct of exam, development of software, maintenance of software, networking and data security. The proof of ESI/PF registration or self-declaration on Rs.100 stamp paper duly notarized shall be submitted.
  - b) Different versions of Software code should be managed appropriately in a standard version control system within the organization.
  - c) Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster.
  - d) The bidder should own the test cases and regression testing code to produce, to prove that they have done necessary testing of the software to scale up to conduct large scale assessments. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
  - e) The bidder should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
  - f) The bidder should have in-house quality assurance group and a strong quality management system to do quality check of the software.
  - g) Proper security provision for source codes shall be maintained.
- 2) The proposed software should be Govt. of India compliant CERT-IN certified for IT security.
- 3) The bidder must use 256 bit encryption for Question paper transfer.
- 4) The bidder should be able to support the entire solution (across INDIA) and response in a reasonable timeframe.
- 5) The system should support question randomization with option shuffling ensuring that no two question papers are alike.
- 6) At any time before the submission of bids, HLL Lifecare Limited may amend the RFP by issuing an addendum in writing or by standard electronic means. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended if required by The Corporate HR Department of HLL Lifecare Limited. HLL Lifecare Limited has right to cancel or modify the RFP.
- 7) Even though bidders may satisfy the above requirements, they may be disqualified if they have:

- a) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
  - b) If confidential inquiry reveals facts contrary to the information provided by the bidder.
  - c) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
- 8) The Bidder shall implement encryption using Advanced Encryption Standard (AES) 256 bit or the latest equivalent standard to protect all examination data, question papers and candidate data, both at rest and in motion, and shall follow Open Web Application Security Project (OWASP) guidelines in the design, development and maintenance of the examination platform. Evidence of compliance shall be furnished on demand.
- 9) The Bidder shall ensure that all default administrator and root accounts are deleted or disabled, that access is granted on user-specific credentials based on the principles of 'least privilege' and 'need to know', and that all such access is logged and auditable.
- 10) The Bidder shall carry out Vulnerability Assessment and Penetration Testing (VAPT) of the examination platform through a CERT-In empanelled auditor prior to the first examination under the contract and at least once every twelve months thereafter, and shall furnish the report together with evidence of closure of all findings to HLL.

## 5. Scoring Model

| Sr. No.      | Criteria                                                                                                                                                                                                                                                                                                                                       | Score         |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>1.1</b>   | <b>Bidder's profile</b>                                                                                                                                                                                                                                                                                                                        | <b>10</b>     |
| <b>1.1.1</b> | <b>Bidder's Organizational Legal Structure</b>                                                                                                                                                                                                                                                                                                 | <b>5</b>      |
|              | Partnership /Proprietary<br>Private Limited<br>Public Limited Company                                                                                                                                                                                                                                                                          | 1<br>3<br>5   |
| <b>1.1.2</b> | <b>Overall regular staff strength ( Project Management/ Development/ Quality Assurance /Implementation/ Operations)</b>                                                                                                                                                                                                                        | <b>5</b>      |
|              | =300<br>>300 - 400<br>>400                                                                                                                                                                                                                                                                                                                     | 1<br>3<br>5   |
| <b>1.2</b>   | <b>Bidder's Certification</b>                                                                                                                                                                                                                                                                                                                  | <b>20</b>     |
| <b>1.2.1</b> | <b>CMMi level Development</b>                                                                                                                                                                                                                                                                                                                  | <b>10</b>     |
|              | CMMi level 5 Development                                                                                                                                                                                                                                                                                                                       | 10            |
| <b>1.2.2</b> | <b>CMMi level Service</b>                                                                                                                                                                                                                                                                                                                      | <b>10</b>     |
|              | CMMi level 5 Service                                                                                                                                                                                                                                                                                                                           | 10            |
| <b>1.3</b>   | <b>Bidder's Financial Capability</b>                                                                                                                                                                                                                                                                                                           | <b>15</b>     |
| <b>1.3.1</b> | <b>Average annual turnover for the last five financial years immediately preceding the date of bid submission</b>                                                                                                                                                                                                                              | <b>15</b>     |
|              | More than 100 CR and Less than 200 Crore INR<br>More than 200 CR and Less than 300 Crore INR<br>More than 300 Crore INR                                                                                                                                                                                                                        | 5<br>10<br>15 |
| <b>1.4</b>   | <b>Bidder's experience in CBT</b>                                                                                                                                                                                                                                                                                                              | <b>10</b>     |
| <b>1.4.1</b> | <b>Maximum no of candidates appeared in computer based examination in single shift completed in India in last five financial years (as on date of bid submission)</b>                                                                                                                                                                          | <b>10</b>     |
|              | 75,000 –1,00,000 Candidates<br>>1,00,000 Candidate                                                                                                                                                                                                                                                                                             | 5<br>10       |
| <b>1.5</b>   | <b>Bidder's infrastructure capability</b>                                                                                                                                                                                                                                                                                                      | <b>25</b>     |
| <b>1.5.1</b> | <b>Owned/ hired Node (available 24X7 with minimum 150 nodes in each center) Capability across India (Proof to be submitted)</b>                                                                                                                                                                                                                | <b>10</b>     |
|              | <=50,000<br>50,001 – 1,00,000<br>>1,00,000                                                                                                                                                                                                                                                                                                     | 2<br>5<br>10  |
| <b>1.5.2</b> | <b>Primary Data Center with Secondary DC site to be managed by the bidder for data Security</b>                                                                                                                                                                                                                                                | <b>15</b>     |
|              | 1. Tier III DC infrastructure with Secondary DC outsourced by the bidder with Cert-in Certified infrastructure<br>2. Tier III DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure<br>3. Tier IV DC infrastructure with Secondary DC owned/ hired by the bidder with Cert-in Certified infrastructure | 5<br>10<br>15 |
| <b>1.6</b>   | <b>Bidder's Presentation and Demonstration</b>                                                                                                                                                                                                                                                                                                 | <b>20</b>     |
| <b>1.6.1</b> | <b>Presentation and Demonstration</b>                                                                                                                                                                                                                                                                                                          | <b>20</b>     |
|              | The Bidder shall demonstrate, as part of the presentation, the Quality process for conducting CBT, SOP& its approach to Question Paper preparation under Clause 3.1.1. and to the provision of standard examination centres under Clause 3.2.2.                                                                                                |               |

## 6. Evaluation of Bids

### 6.1. Technical Evaluation

1. Detailed technical evaluation shall be carried out along with other conditions in the RFP document to determine the substantial responsiveness of each RFP. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the RFP without any material deviation.
2. **The bidder(s) who achieved a minimum score of 70% shall be eligible. The bidder(s) who scored lesser than 70% shall be non-responsive and shall not be considered for further process.**
3. The evaluation committee shall call the responsive bidder(s) who comply with all terms and conditions of the RFP for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their technology is best suited for HLL Lifecare Limited. In case any bidder failed to demonstrate/ present on the schedule date given by HLL, then such bidder(s) shall be treated non-responsive and shall not be considered for further process.

### 6.2. Financial Evaluation

The Financial Bid of those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.

The Financial Bids shall be opened online in the presence of representatives of technically eligible Bidders, who may like to be present

### 6.3. Evaluation and Comparison of Bids

30 % weightage will be awarded for Technical Evaluation (as per SI.No.5 scoring model) and 70 % weightage will be awarded for Financial Evaluation (The quantities are indicative and do not constitute any minimum business commitment by HLL) Technical Bid will be assigned a Technical Score (TS) out of a maximum of 100 points, as per the Scoring Model provided in the previous section.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

In case more than one bidder has obtained same marks then, HLL will call for negotiation with all the lowest parties and will award the contract to the lowest quoted bidder subsequent to negotiation.

In case of a tie between two or more bidders on the Composite Score (CS), the bidder securing the higher Technical Score (TS) shall be ranked higher.

### 6.4. Final Evaluation Criteria - Quality and Cost based selection (QCBS)

The individual Bidder's Commercial Scores (CS) are normalized as per the formula below:

$F_n = F_{min}/F_b * 100$  (rounded off to 2 decimal places) Where,

$F_n$ = Normalized commercial score for the Bidder under consideration

$F_b$ = Absolute financial quote for the Bidder under consideration

$F_{min}$ = Minimum absolute financial quote (Lowest quote – L1)

**Composite Score (S) =  $T_s * 0.30 + F_n * 0.70$**

**The Bidder with the highest Composite Score(S) would be awarded the contract. In the event two or more bids have the same score in final ranking, the bid with higher technical score will be H-1**

**Commercial structure for CBT conduct and Question Paper preparation:**

The Bidder shall quote, in the Price Bid, separate financial rates for (i) conducting the Computer Based Test on a per-candidate basis and (ii) preparation of question papers on a per-question basis. Both rates are mandatory and a bid omitting either rate shall be liable for rejection.

Only the CBT conduct rates (per candidate) shall be considered for determination of L1 and for QCBS ranking against this Bid. The question paper preparation rates, although mandatory to quote, shall not be taken into account for L1 determination or QCBS ranking. The accepted question paper preparation rates shall be held as agreed rates and shall be payable only if and to the extent HLL exercises the Bidder-prepared question paper option for a given examination; where HLL supplies its own question papers, no question paper preparation charge shall be payable.

[For the purpose of computing the financial score ( $F_n$ ) and determining L1 under this QCBS evaluation, only the CBT conduct rates (per candidate) shall be used. The question paper preparation rates quoted by the Bidder are mandatory but shall not be included for the financial score, for L1 determination and for QCBS ranking, and shall be held as agreed rates payable only if the Bidder-prepared question paper option is exercised by HLL under Clause 3.1.1.]

## 7. Important Instructions

1. The Bidder should follow defined Software Change Management processes to manage changes in the software. Such a process would include Change Request Management, Impact Analysis, Change Approval, Change Implementation, Version Control, Version labelling, Testing, QA Certification and Deployment into production.
2. The Bidder must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.
3. The Bidder should have an in-house quality assurance and product testing team with a robust quality management processes that are followed to test and certify the system used to conduct the exam. The bidder should maintain documented test cases and maintain evidence of successful test execution covering all test cases. Rigorous testing must be done for major as well as minor and patch releases.
4. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
5. The Bidder should design a high-performance system and conduct performance tests to verify successful achievement of high concurrency, fast response time, and long-stress duration required of the system used to conduct the exam. Results of such performance tests should be made available for each major release of the system used to conduct the exam.
6. The Bidder should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries, and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
7. Suitable emergency management plans towards any crisis situations/redundancy of servers, nodes additional center locations, students' data etc. should be maintained by the Bidder.
8. The Bidder should be able to support the entire solution (across INDIA) on a 24 x 7 basis with a maximum response time of 8 hours.
9. The Bidder must design a Single-Screen Examination Display to minimize time loss and navigation overhead, the primary examination screen must concurrently display:  
Section-wise selection tabs, Real-time question status (Answered, Unanswered, Marked for Review, and Unvisited) using distinct color codes. An on-screen countdown clock/timer and automated time alerts/alarms.
10. The complete layout, design, and functional features of the CBT Examination interface display shall be demonstrated (during Technical Evaluation) and the Bidder must customize the interface at no additional cost, based on feedback, if any, from HLL.
11. The Bidder shall provide physical scratch paper and pens to each candidate at the start of the examination for rough work and calculations.
12. At any time before the submission of bids, HLL Lifecare Limited may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be posted on the portal and will be binding on them.
13. The Bidder shall report any information security incident, including any cyber incident, breach of examination security, or loss or leakage of question papers or candidate data, to HLL immediately and in any case not later than one hour of detection, and shall submit a written root cause analysis report within seven days of such detection.
14. The Bidder shall comply with the service levels prescribed at Clause 9.24, and shall ensure that there is no disruption to any examination scheduled under this contract.
15. The detailed heads and the Excel Price Bid format for both components are as set out in the Price Bid.
16. Quoting the rate for question paper preparation is mandatory under this tender. Failure to quote the prescribed rate for this item shall render the bid non-responsive and liable to be rejected summarily.
17. The bidder by submitting the Bid against this RFP, is understood to have read and unconditionally agrees to and comply with all the conditions of this Bid / RFP.

18. On expiry or termination of the contract, all examination data, question banks, candidate records and results shall be handed over to HLL in open, machine-readable formats and thereafter irreversibly deleted from the Bidder's systems in accordance with Clause 9.23 (Exit Management).
19. **Indemnity:** The successful bidder shall be solely responsible for all legal, civil, criminal and financial consequences arising out of the preparation, moderation, validation or use of the question papers prepared by it.

The successful bidder shall indemnify, defend and keep indemnified HLL Lifecare Limited, its Directors, Officers, Employees and Representatives against any and all claims, demands, actions, proceedings, losses, damages, liabilities, penalties, fines, costs, expenses, legal fees and compensation arising out of or in connection with:

- plagiarism or copyright infringement;
- intellectual property disputes;
- preparation of incorrect, defective or misleading questions;
- factual inaccuracies or academic deficiencies;
- leakage or unauthorized disclosure of question papers;
- breach of confidentiality;
- negligence or misconduct of the bidder or its employees, consultants, Subject Matter Experts
- violation of any applicable law, rule, regulation or guideline;
- any litigation, writ petition, public interest litigation, arbitration or judicial proceedings arising from the preparation of the question papers.
- The bidder shall be responsible for all other activities and requirements related to the preparation of question papers and conduct of examinations, whether or not specifically mentioned elsewhere in this document, but which are necessary for ensuring a secure, fair, transparent, and successful examination process.

The above indemnity shall survive the expiry or termination of the contract.

## Desirable

### 1. Candidate User Interface (UI) & System Functionality

- **Contemporary Layout:** The Bidder shall provide a contemporary, and user-friendly Graphical User Interface (GUI) for candidates during the examination.
- **Embedded Tools:** The interface must include system-based utilities, such as an on-screen basic calculator, accessible based on specific exam configurations.

### 2. Test Centre Allotment & Infrastructure Standards

- **Proximate Allotment:** Candidate test center allocation must prioritize the candidate's stated preferences. Even if a candidate inputs their residential PIN code as a location indicator, the system must algorithmically ensure that the most proximate and accessible center is allotted.
- **Exceptional Centre Changes:** In exceptional and verified circumstances, the Bidder shall make every reasonable attempt to accommodate candidate requests for a change of examination center post-allotment.

- **Seating Density & Privacy:** Test centers must adhere to standard spacing protocols between candidate workstations. The seating arrangement must prevent candidates from viewing adjacent screens and avoid congestion within the examination hall.

### 3. Personnel & Operational Adjustments

- **Invigilator Training:** The Bidder shall ensure that all deployed invigilators and test center staff undergo rigorous training. Staff must be fully aware of CBT protocols, troubleshooting procedures, and candidate support guidelines.

## 8. General Information

The RFP is a "Two Bid" document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD). The financial bid should contain only commercials. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.

All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However the bidders are cautioned that not giving complete information called for in the RFP forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified. RFPs made by fax, email or in any other mode other than specified in this RFP will not be entertained.

The Responses should be typewritten and without any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, endorsing the date and rewriting. The name and signature (physical / digital) of bidder's authorized person should appear on each page of the application. All pages of the RFP document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head on the mode as specified in this RFP.

The bidder should enclose bid security (EMD) of HLL Lifecare Limited in form of NEFT/RTGS in a favor of HLL Lifecare Limited. The RFPs without EMD shall be summarily rejected, if not exempted under MSE or DPIIT approved Startup. The bidders who are currently registered and, also, will continue to remain registered during the RFP validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the bidder falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).

- a) The MSE's Bidder to note and ensure that nature of services mentioned in MSE's certificate matches with the nature of the services to be offered as per RFP.
- b) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause

The earnest money shall be furnished in the form of NEFT/RTGS in favour of HLL Lifecare Limited payable at Thiruvananthapuram from any of the commercial bank or to be paid via NEFT/ RTGS to HLL Lifecare Limited's account

Unsuccessful bidders' earnest money will be returned to them without any interest, after expiry of the RFP validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that bidder.

Earnest Money is required to protect the HLL against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of

its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

The successful bidder shall be required to deposit performance security in the form of bank guarantee valid for 39 months (36-month contract period plus 3-month claim period), equal to three percent (3%) of contract value within 15 days from the date signing the agreement provided by HLL in line with the terms and conditions of the RFP. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit.

Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. HLL Lifecare Limited may also independently seek information regarding the performance from the clients.

Even though bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or not able to understand the scope of work etc.

Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.

The RFP document can be downloaded from HLL Lifecare Limited web site (Website) or CPP portal.

All disputes arising shall be subject to the jurisdiction of appropriate court of Thiruvananthapuram alone and shall be governed by the law of India. HLL Lifecare Limited reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of HLL Lifecare Limited shall be final. Initially the contract will be for Three (3) years and may be further extended for a further period of up to Two (2) years on mutually agreed terms and conditions depending upon successful completion of the job and satisfactory performance review.

The payment shall be in Indian Rupees and shall be paid only after successful completion of work. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over runs etc.

Consortium or Joint venture or multiple bids are not allowed. Any such bids will be rejected.

Any disputes arising out of this RFP will be subject to the courts in Thiruvananthapuram only

- Even though bidders may satisfy the above requirements, they may be disqualified, if misleading or false representation of facts are made or deliberately suppressed in the information provided in the forms, statements and enclosures of this document.
- If they have a record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- If confidential inquiry reveals facts contrary to the information provided by the bidder.
- If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

In such cases, HLL Lifecare Limited has the right to reject the bid.

The technical bid shall consist of –

- Technical information as desired in prescribed format.
- The financial information as per Annexure –I
- The details of experience of similar works as per Annexure – II
- Organizational Structure and information as per Annexure III
- Technical and Administrative manpower available for this work as per Annexure IV
- Physical Infrastructure such as availability of Exam Centers, technology, hardware, software etc. as desired and scope of work under Section 3.

- Proposed list of standard examination centres as per Clause 3.2.2. and proposed approach to preparation of question papers as per Clause 3.1.1.
- Signed undertaking on DPDP Act, 2023 compliance and data residency as per Clauses 9.19 and 9.20.
- FORMAT-01 DECLARATION
- FORMAT-02 INTEGRITY PACT
- Annexure VII - Submission Check List
- EMD submitted details

## **9. Appointment of Successful Bidder**

### **9.1. Award Criteria**

HLL Lifecare Limited will award the Contract to the successful bidder whose proposal has been determined as the most responsive bid as per the process outlined in this RFP.

### **9.2. Right to Accept Any Proposal and To Reject Any or All Proposal(s)**

HLL Lifecare Limited reserves the right to accept or reject any proposal, and to annul the RFP processing / Public procurement process and reject all proposals at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for HLL Lifecare Limited action.

### **9.3. Notification of Award**

Prior to the expiration of the validity period, HLL Lifecare Limited will notify the successful bidder in writing or email, that its proposal has been accepted. In case the RFP processing / public procurement process has not been completed within the stipulated period, HLL Lifecare Limited may request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Bank Guarantee, HLL Lifecare Limited will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract.

### **9.4. Performance Guarantee**

HLL Lifecare Limited will require the selected bidder to provide an irrevocable, unconditional Performance Guarantee / Security in the form of Bank Guarantee / DD within 10 days from signing the Agreement on mutual terms and condition, for a value equivalent to 3% of the total Contract value, in the form of DD or Bank Guarantee in the format approved by HLL, valid initially for a period of 39 months (being the 36-month contract period plus a 3-month claim period). The Performance Guarantee shall be kept valid till completion of the contract period and Warranty period. The Performance Guarantee shall be extended by the Bidder to cover any extension of the contract period granted under the Fact Sheet. Where the contract is extended, the Performance Guarantee shall be extended for the corresponding period plus a 3-month claim period. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, HLL Lifecare Limited at its discretion may cancel the order placed on the selected bidder without giving any notice at the risk and cost of the selected bidder. HLL Lifecare Limited shall invoke the performance guarantee in case the selected Service provider fails to discharge their contractual obligations during the period or HLL Lifecare Limited incurs any loss due to Service providers negligence in carrying out the project implementation as per the agreed terms & conditions.

The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

Bank Guarantee shall be issued by a Scheduled bank in India, in the format approved by HLL in favour of the HLL.

In the event of any failure /default of the supplier with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited. HLL will do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

In the event of any amendment issued to the contract, the supplier shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

Subject to above, the HLL will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations & after receipt of all documents required by HLL.

### **9.5. Signing of Contract**

After HLL Lifecare Limited notifies the successful bidder that its proposal has been accepted, HLL Lifecare Limited shall enter into a contract, incorporating all clauses, clarifications and the proposal of the bidder between HLL Lifecare Limited and the successful bidder with mutually agreed terms and conditions.

### **9.6. Penalty Clause / Liquidated Damage**

The bidder shall re-conduct assessment at no additional cost to HLL Lifecare Limited if Deficiency in Services (failure to conduct and complete the assessment on the scheduled date due to any technical issues such as network issues, server issues, and power issues) are for reasons solely and entirely attributable to the bidder.

If not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons attributable to the bidder, a penalty @ 0.50% of the bid value, per day (subjected to maximum 10%) may be imposed. If the delay adversely affects or issues occurred in conduct of examination the security deposit will be forfeited and other legal action would be initiated. If the service providing agency does not provide the required numbers of invigilators or CCTV's in labs as well as other facilities mentioned in the tender document at Centre/s, the penalty will be imposed.

#### **Penalty for Deficiencies in Question Paper preparation**

Without prejudice to any other contractual or legal remedy available to HLL, if any deficiency, error, plagiarism, copyright violation, factual inaccuracy, leakage or breach of confidentiality is established in relation to the question papers prepared by the successful bidder, HLL shall have the right to take one or multiple or combination of actions against the bidder, depending upon the severity:

- reject the question papers and require fresh question papers without any additional cost;
- impose penalties as specified in the Contract;
- recover all losses and damages suffered by HLL;
- terminate the contract;
- forfeit the Performance Security/Performance Bank Guarantee;
- blacklist or debar the bidder from future tenders of HLL; and
- initiate appropriate civil and criminal proceedings under applicable laws.

Without prejudice to the above, any leakage, compromise or unauthorised disclosure of question papers, examination content or candidate data attributable to the Service Provider shall be treated as a material breach, attracting forfeiture of the Performance Security in full, in addition to such other legal action as HLL may deem fit. Penalties for breach of the service levels prescribed at Clause 9.24 shall be levied in addition to and independently of the penalty under this Clause.

### **9.7. Time Frame**

The successful bidder would be required to make the system up and operational within a period of 5 Days from the date of signing of Contract and to be completed as mentioned in the Notification of Award / contract

## **9.8. Information security and data privacy**

The successful bidder will be responsible for providing secure systems. The successful bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices.

The Service Provider shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire system. The Service Provider shall have to maintain strict privacy and confidentiality of all the data it gets access to.

The Service Provider shall secure HLL's data while in transit, during processing, at rest, during backup and archival and over external media, using the encryption standards prescribed at Clause 4.2. The Service Provider shall not download, copy or reproduce any data unless explicitly approved by HLL in writing, and shall completely erase such data after processing at its end where such storage has been permitted.

## **9.9. Payment Schedules**

The payment to the service provider shall be made in Indian rupees within a period of 45 days upon submission of undisputed non-discrepant invoices and shall be paid only after the successful conduct and completion of the examination(s) covered by the invoice as per the schedule, without any errors, subject to recovery, if any. No advance payment shall be made.

## **9.10. Fraudulent and Corrupt Practices**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, HLL Lifecare Limited shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, HLL Lifecare Limited shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

"corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of HLL Lifecare Limited who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of HLL Lifecare Limited, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of HLL Lifecare Limited in relation to any matter concerning the Project;

"fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

"coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

“undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by HLL Lifecare Limited with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **9.11. Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or HLL Lifecare Limited as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, pandemic and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or HLL Lifecare Limited shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract. However, HLL Lifecare Limited shall make payment for all the services rendered by the bidder till such date of termination of contract.

### **9.12. Proprietary Rights**

All rights, title and interests in HLL Lifecare Limited Data shall always remain with HLL Lifecare Limited.

Without prejudice to the generality of the foregoing, all question papers, question banks, examination content, candidate data, responses, results and reports generated, prepared or handled in the course of this engagement, whether prepared by the Bidder under Clause 3.1.1. or supplied by HLL, shall be the exclusive property of HLL Lifecare Limited and/or its client organisations. The Bidder shall have no right, title or interest therein and shall hand over the same to HLL in open, machine-readable formats on demand and upon completion or termination of the contract.

The Bidder shall, at its own expense and without any limitation, indemnify and keep fully and effectively indemnified HLL against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party, arising from the use of the technology, software, content or products supplied under this engagement. The Bidder shall ensure that no question or content prepared under Clause 3.1.1. infringes the copyright of any third party. In case of any such infringement, the Bidder shall, at no additional cost, either (i) procure for HLL the right to continue using the software or content; or (ii) replace or modify the same so as to make it non-infringing while providing substantially equivalent functionality; or (iii) to the extent that (i) and (ii) are not commercially reasonable, refund to HLL all amounts paid under this RFP / Agreement.

### **9.13. Confidential Information**

The Service provider acknowledges and agrees to maintain the confidentiality of Confidential Information / data provided by the HLL or its Client or obtained during the contract, relating to the services, agreement or the HLL's or its Client business or operations. The Service provider shall not disclose or disseminate the HLL's / its client's Confidential Information/data to any person other than those employees, agents,

contractors, subcontractors and licensees of the Service provider, or its affiliates, who have a need to know it in order to assist the Service provider in performing its obligations, or to permit the Service provider to exercise its rights under this Contract. In addition, the Service provider (i) shall take all such steps to prevent unauthorized access to the HLL / its Client's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the HLL / its Client's Confidential Information / data, or authorize other persons or entities to use the HLL / its Client's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the HLL / its Client's Confidential Information, to execute confidentiality or non-disclosure Contracts containing provisions substantially similar to those set forth in this Clause.

The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Service provider free of any restriction at the time it is obtained from the HLL / its Client, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Service provider or any third party; (d) is independently developed by the Service provider without reference to or use of any Confidential Information of the HLL / its Client; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the HLL / its Client's written request at any time, or following the completion or termination of this Contract, the Service provider shall promptly return to the HLL, or destroy, all Confidential Information of the HLL / its Client provided under or in connection with this Contract, including all copies, portions and summaries thereof.

HLL reserves the right to recall all materials provided by HLL, including Confidential Information, if stored in the Service Provider's system or environment, at any time during the term of the Contract or immediately upon expiry or termination thereof. The Service Provider shall ensure complete removal of such material or data from its system or environment, including from all backup media, to the satisfaction of HLL.

The successful bidder is required to sign a non-disclosure agreement at the time of signing a contract with HLL in the format approved by HLL.

#### **9.14. Termination for Material Breach.**

Either party may terminate this Contract immediately by a written notice to the other party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.

Termination of Contract shall not release or discharge either party from any obligation, debt or liability which may previously have occurred and remains to be performed upon the date of termination.

In case of any assignment awarded by HLL is pending, then in such cases the Service provider shall terminate the contract only after that assignment is successfully completed as per the contract condition.

#### **9.15. Subcontract:**

Bidder shall not have the right to subcontract any part of the Services under this Contract without prior written approval from HLL.

#### **9.16. Governing Law and Dispute Resolution.**

This Contract shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Contract or breach thereof, shall be settled amicably.

If the parties fail to resolve their dispute or difference by mutual consultation within twenty-one days of its occurrence, 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 and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. 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 borne equally by both parties.

### **9.17. Venue Allocation:**

Bidder shall submit list of exam venues based on the cities wherein HLL Lifecare Limited wants to schedule the examination. HLL Lifecare Limited shall select the venues from the list of venues submitted by Bidder. Bidder shall further allocate Candidates to the venues selected by the HLL Lifecare Limited.

The list of venues shall be submitted in accordance with Clause 3.2.2, indicating for each venue its node capacity per shift, level of security infrastructure and city, every venue being of the standard category.

### **9.18. Restriction on bidders sharing land border with India**

Any Bidder(s) from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder(s) is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of the GFR, 2017 and any amendments issued thereafter) inclusive of the latest amendments issued by Ministry of Finance, GOI. The Bidder(s) must comply with all provisions mentioned in this order

### **9.19. Data Protection and Compliance with the DPDP Act, 2023**

The Service Provider shall abide by the provisions of the Digital Personal Data Protection Act, 2023 (DPDP Act) and the rules, standards and guidelines framed thereunder, as amended from time to time, in respect of all personal data of candidates and other data principals processed in connection with this Contract.

- a) For the purposes of the DPDP Act, HLL Lifecare Limited shall be the Data Fiduciary and the Service Provider shall act as a Data Processor, processing personal data solely on the documented instructions of HLL and only to the extent necessary for the performance of this Contract.
- b) The Service Provider shall not use, retain, disclose, transfer or otherwise process any candidate personal data for any purpose other than the conduct of the examinations under this Contract, and shall not share such data with any third party without the prior written approval of HLL.
- c) The Service Provider shall implement reasonable security safeguards to prevent personal data breach, including encryption, access control, logging and monitoring, and shall maintain records of processing activities for inspection by HLL.
- d) In the event of any personal data breach, the Service Provider shall notify HLL immediately and in any case not later than one hour of detection, and shall render all assistance necessary to enable HLL to notify the Data Protection Board of India and the affected Data Principals within the timelines prescribed under the DPDP Act.
- e) The Service Provider shall assist HLL in responding to requests from Data Principals for access to, correction, completion, updating or erasure of their personal data, and in discharging HLL's obligations in relation to grievance redressal under the DPDP Act.
- f) Upon expiry or termination of the Contract, or upon withdrawal of consent by a Data Principal where applicable, the Service Provider shall erase the personal data concerned and cause its processors, if any, to do so, unless retention is required under any law for the time being in force.

- g) Any penalty imposed on HLL by the Data Protection Board of India on account of an act, omission or default attributable to the Service Provider shall be recoverable from the Service Provider, and the Service Provider shall indemnify HLL to that extent.

## 9.20. Data Residency and Hosting

All data generated, collected, processed or stored in connection with this Contract, including question papers, question banks, candidate personal data, biometric data, responses, results, logs and CCTV footage, shall be hosted and stored exclusively within the geographical boundary of India.

- a) The Primary Data Centre and the Disaster Recovery site, including all backup and archival storage, shall be located within India in different seismic zones and shall comply with the applicable guidelines of the Ministry of Electronics and Information Technology (MeitY), Government of India, in addition to the Tier III / ISO / CERT-In requirements prescribed at Clause 4.1.
- b) Where cloud infrastructure is used for any part of the solution, the same shall be provided by a MeitY-empanelled Cloud Service Provider, and the audit of such infrastructure shall be carried out by a CERT-In empanelled auditor.
- c) Without HLL's prior written permission, the Service Provider shall not store, mirror, replicate, transfer or share any material including Confidential Information, examination content or candidate data outside the geographical boundary of India, whether for processing, support, backup or any other purpose.
- d) The Service Provider shall, on demand, furnish evidence of the physical location of all data storage and processing, and shall permit HLL or its authorised representative to verify the same.

## 9.21. Right to Audit

- a) The Service Provider shall be subject to audit by internal / external auditors appointed by HLL or by any regulatory authority, covering the risk parameters finalised by HLL or such auditors in the areas of IT hardware and software, examination processes, question paper security, information security and services provided to HLL. The Service Provider shall submit such certification by the auditors as may be required.
- b) HLL may make its own expert assessment of the efficiency and effectiveness of the security, control, risk management and governance systems and processes created by the Service Provider. The Service Provider shall, whenever required by the auditors, furnish all relevant information, records and data to them.
- c) Where any deficiency is observed during such audit, the Service Provider shall correct or resolve the same at the earliest and shall provide all necessary documents relating to the resolution thereof, which shall be further certified by the auditors.
- d) The Service Provider shall grant unrestricted and effective access to (i) data relating to the outsourced activities and (ii) the relevant business premises and examination centres of the Service Provider, subject to appropriate security protocols, for the purpose of effective oversight by HLL, its auditors, regulators and other relevant Competent Authorities as authorised under law.
- e) HLL reserves the right to conduct, either itself or through an authorised representative, vulnerability assessment and penetration testing of the public IPs and URLs of the examination platform, and to require a System Test Run with test data prior to every examination cycle.
- f) All costs of audit initiated by HLL under this Clause shall be borne by HLL, save where the audit establishes a default on the part of the Service Provider, in which event the costs shall be borne by the Service Provider.
- g) The Service Provider shall **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.

## 9.22. Limitation of Liability

- a) Under no circumstances shall either Party be liable to the other for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or loss of revenue.
- b) The maximum aggregate liability of the Service Provider in respect of any claims, losses, costs or damages arising out of or in connection with this RFP / Contract shall not exceed the total Contract Value.
- c) The limitation at sub-clause (b) above shall not apply to: (i) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Rights under Clause 9.12; (ii) damages occasioned by the gross negligence or wilful misconduct of the Service Provider; (iii) damages occasioned by breach of confidentiality obligations, including any leakage or compromise of question papers, examination content or candidate data; and (iv) regulatory or statutory fines imposed on HLL by any Government or regulatory agency, including the Data Protection Board of India, for non-compliance attributable to the Service Provider.

### **9.23. Exit Management**

- a) Exit Plan and Activation: The Service Provider shall submit a comprehensive Exit Management Plan within 60 days of signing of the Contract, to be updated annually. The Exit Management Plan shall activate automatically upon issue of any termination notice or upon expiry of the Contract. An Exit Manager shall be appointed immediately to lead the transition at full service levels with no price escalation, ensuring the uninterrupted conduct of any examination already scheduled.
- b) Data Ownership and Deletion: HLL retains full ownership of all examination data, question banks, candidate data and results. Within 30 days of the exit trigger, the Service Provider shall export all historical data to HLL in open, machine-readable formats (such as CSV, JSON or SQL). Within 30 days of validation of such export by HLL, the Service Provider shall irreversibly delete all such data from its systems, including backup media, and shall furnish a Destruction Certificate audited by a CERT-In empanelled auditor.
- c) Knowledge Transfer: A structured knowledge transfer programme shall commence sufficiently in advance of the final service date, covering system configurations, interface and API specifications, database schemas, integration maps and all applicable Standard Operating Procedures, together with structured handover sessions and rounds of re-clarification, at no additional cost to HLL.
- d) Successor Cooperation: The Service Provider shall cooperate unconditionally with the new service provider appointed by HLL, including by way of joint working sessions, defined response times to technical queries, provision of access credentials and a parallel run to ensure continuity of examinations. Non-cooperation shall constitute a material breach, permitting recovery of damages from the Performance Security.
- e) Service Continuity: There shall be zero disruption to any examination scheduled during the exit period. All service levels shall remain fully applicable and staffing levels shall not be reduced without the prior written approval of HLL.

## 9.24. Service Level Agreement (SLA)

The Service Provider shall maintain the service levels set out below for the duration of the Contract. Given the time-critical nature of examinations, the Service Provider shall ensure zero disruption on examination days. Penalties under this Clause shall be levied in addition to and independently of the penalty under Clause 9.6.

| Severity                      | Description                                                                                                                                                                                                                                            | First Response | Resolution | Penalty                                                                                                                       |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>Level 1<br/>(Critical)</b> | Problems that block a whole examination centre or examination from being conducted; a significant majority of candidates impacted; no workaround available. E.g. widespread log-in failure, system outage on exam day, breach of examination security. | 15 Minutes     | 30 Minutes | 50% of the invoice value for the affected candidates during examination.                                                      |
| <b>Level 2<br/>(High)</b>     | Blocks a significant number (around half or more of the candidates at a centre impacted) of candidates from completing major functions, or causes severe performance degradation.                                                                      | 10 Minutes     | 15 Minutes | 30% of the invoice value for the affected candidates during examination.                                                      |
| <b>Level 3<br/>(Medium)</b>   | Moderately impacts usage; affects a small number of candidates (less than 10%); temporary workaround available with additional effort.                                                                                                                 | 5 Minutes      | 10 Minutes | 20% of the invoice value for the affected candidates during examination.                                                      |
| <b>Level 4<br/>(Low)</b>      | Sub-optimal experience affecting one or a few users on non-critical operations; workaround easily available.                                                                                                                                           | 2 Minutes      | 5 Minutes  | As may be determined by HLL, subject to a maximum of 10% of the invoice value for the affected candidates during examination. |

In addition to the above:

- The examination platform shall maintain a minimum uptime of 99.5%, calculated on a monthly basis and on 100% for the duration of every examination shift.
- The Service Provider shall guarantee 100% accuracy in the calculation of marks, processing of answer keys and generation of the merit list. Any inaccuracy attributable to the Service Provider shall attract liquidated damages in addition to rectification at no cost to HLL.
- Zero-day vulnerabilities and other critical security findings shall be remediated within 30 minutes of notification/detection, failing which a penalty equivalent to Level 1 severity shall apply.
- Cumulative penalties under this Clause and Clause 9.6 taken together shall not exceed 10% of the Contract Value, beyond which HLL may consider termination of the Contract under Clause 9.14.
- The service levels in this Clause apply uniformly to every examination centre, all centres being of the single standard category under Clause 3.2.2, and shall be measured per examination centre and per shift. The Service Provider shall submit an SLA-compliance report, mapped to the incident escalation matrix at Annexure VII, within seven days of each examination.

## 9.25. Compliance with Public Examination Laws and Future Government Regulations

The Service Provider shall, at all times during the currency of this contract, comply with all laws, rules, regulations, guidelines and standards applicable to the conduct of public / recruitment examinations in India, including the Public Examinations (Prevention of Unfair Means) Act, 2024 and the rules framed thereunder, as amended from time to time.

The Service Provider shall further comply, at no additional cost to HLL, with any new legislation, statutory rule, government order, guideline or standard governing computer based testing or examination integrity that may come into force during the contract period, including any measures notified pursuant to the recommendations of any Committee for Examination Reforms or equivalent body constituted by the Government of India. Where such compliance necessitates a change in process or technology, the Service Provider shall implement the same within the timelines notified by HLL or by the concerned authority, whichever is earlier. The modifications due to these new developments will be demonstrated by the Service provider and implemented after HLLs approval.

Any failure to comply with such applicable law or subsequent government regulation shall constitute a material breach of contract, and any statutory penalty imposed on HLL on account of an act, omission or default attributable to the Service Provider shall be recoverable from the Service Provider.

## ANNEXURE-A

### **CBT Plan covering the key processes/ activities with timeline**

| Sl.No. | Process/Activity                                                                                        | Duration in Days |
|--------|---------------------------------------------------------------------------------------------------------|------------------|
| 1      | Development of Online application module / application design and development of online Payment Gateway | 14               |
| 2      | Online application module to be live for candidates                                                     | 21               |
| 3      | Screening of online applications                                                                        | 10               |
| 4      | Generation / Issuance of Admit Card by/to shortlisted candidates                                        | 14               |
| 5      | Examination Venue Audit                                                                                 | 5                |
| 6      | Conduct of CBT                                                                                          | 7                |
| 7      | Evaluation of Answer responses of candidates and Preparation of Merit List including Objection raising  | 7                |
| 8      | Publication of results / Merit list                                                                     | 1                |

*Note: The above timelines are indicative and shall be confirmed by HLL for each examination cycle.*

## ANNEXURE- I

### FINANCIAL INFORMATION

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the **last 5 (Five) years and certified by the Chartered Accountant**, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

| S.No. | Details                                                                                                                                                                                                                             | (1)<br>[2021-<br>22] | (2)<br>[2022-<br>23] | (3)<br>[2023-<br>24] | (4)<br>[2024-<br>25] | (5)<br>[2025-<br>26] |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| i)    | Gross annual turnover similar works.                                                                                                                                                                                                |                      |                      |                      |                      |                      |
| ii)   | Profit/Loss                                                                                                                                                                                                                         |                      |                      |                      |                      |                      |
| iii)  | Financial Position: <ul style="list-style-type: none"><li>• Cash</li><li>• Current Assets</li><li>• Current Liabilities</li><li>• Working Capital (b-c)</li><li>• Current Ratio: Current Assets/Current Liabilities (b/c)</li></ul> |                      |                      |                      |                      |                      |

- Up to date IT return acknowledgement.

Note: Attach additional sheets, if necessary. Copies of Annual Reports to be attached.

(Signature of Bidder)

## ANNEXURE- II

### DETAILS OF SIMILAR WORKS EXECUTED

| Sr. No. | Name of Work/ Project & Location | Owner of sponsoring organization | Total no of candidates | No of Candidates in single shift | Whether question papers prepared by the agency (Yes/No) | Date of commencement as per contract | Actual date of completion | Litigation/ Arbitration pending in progress with details | Name, Designation and Address/telephone number of officer to whom reference may be made | Remarks |
|---------|----------------------------------|----------------------------------|------------------------|----------------------------------|---------------------------------------------------------|--------------------------------------|---------------------------|----------------------------------------------------------|-----------------------------------------------------------------------------------------|---------|
| 1       | 2                                | 3                                | 4                      | 5                                | 6                                                       | 7                                    | 8                         | 9                                                        | 10                                                                                      | 11      |
|         |                                  |                                  |                        |                                  |                                                         |                                      |                           |                                                          |                                                                                         |         |
|         |                                  |                                  |                        |                                  |                                                         |                                      |                           |                                                          |                                                                                         |         |
|         |                                  |                                  |                        |                                  |                                                         |                                      |                           |                                                          |                                                                                         |         |
|         |                                  |                                  |                        |                                  |                                                         |                                      |                           |                                                          |                                                                                         |         |
|         |                                  |                                  |                        |                                  |                                                         |                                      |                           |                                                          |                                                                                         |         |

(Signature of Bidder)

## **ANNEXURE – III**

### **STRUCTURE OF THE ORGANIZATION**

1. Name and address of Bidder:
2. Telephone No./Fax No./Email address:
3. Legal status (Attach copies of original document defining the legal statues).
  - a) An Individual :
  - b) A Proprietary/Partnership bidder :
  - c) A Trust :
  - d) A Limited Company or Corporation :
4. Particulars of Registration with various Government bodies & Statutory Tax Authorities (attach attested photocopy)
  1. Registration Number :
  2. Organization/Place of registration :
  3. Date of validity :
5. Name and titles of Directors & Officers with designation to be concerned with this work with designation of individuals authorized to act for the organization. :
6. Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reasons for not completing the work. :
7. Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reasons for not completing the work. :
8. Area of specialization and Interest :
9. Any other information considered necessary but not included above. :

## ANNEXURE - IV

### **DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK**

| Sr No. | Designation | Total number of employees in that category | Number available for this work | Name | Qualification | Professional experience and details of work carried out | In what capacity these would be involved in this work | Remarks |
|--------|-------------|--------------------------------------------|--------------------------------|------|---------------|---------------------------------------------------------|-------------------------------------------------------|---------|
| 1      | 2           | 3                                          | 4                              | 5    | 6             | 7                                                       | 8                                                     | 9       |
|        |             |                                            |                                |      |               |                                                         |                                                       |         |
|        |             |                                            |                                |      |               |                                                         |                                                       |         |
|        |             |                                            |                                |      |               |                                                         |                                                       |         |

(Signature of Bidder)

## ANNEXURE V - PRE-BID QUERY FORMAT

| Bidder Name | RFP Page No | RFP Clause No. | Existing Clause | Query/ Suggestions |
|-------------|-------------|----------------|-----------------|--------------------|
|             |             |                |                 |                    |

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

## **ANNEXURE VI – INCIDENT 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.> |                 |                    |                 |                    |                 |

**Sign & Seal of Authorized Signatory**

## ANNEXURE VII - SUBMISSION CHECKLIST

|                                                                                                                                |         |
|--------------------------------------------------------------------------------------------------------------------------------|---------|
| 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 (2023-24, 2024-25, 2025-2026) - COPY ATTACHED                                               | YES/ NO |
| POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY - COPY ATTACHED                                                                     | YES/ NO |
| EXP CERTIFICATE OF HRMS IMPLEMENTATION - COPY ATTACHED                                                                         | YES/ NO |
| QUALITY PROCESS FOR CBT & QUESTION PAPER PREAPRATION – 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                                                                                                     | YES/ NO |
| ALL THE ANNEXURES FULLY PREPARED                                                                                               | YES/ NO |
| CHECKLIST SIGNED AND SEALED                                                                                                    | YES/ NO |
| WORK ORDER/CONTRACT AND COMPLETION CERTIFICATE/CLIENT CERTIFICATE W.R.TO QUESTION CONTENT PREPARATION DURIUNG THE LAST 5 YEARS | YES/ NO |

**Sign & Seal of Authorized Signatory**

## ANNEXURE VIII PRICE BID FORMAT

### a) Excel format for CBT:

|                                                                                                                                                            |                                                                                                                                                                  |              |                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------------------------------|
| <b>TENDER INVITING AUTHORITY : HLL Lifecare Limited, Corporate &amp; Head Office, Poojappura, P.O. Trivandrum – 695012</b>                                 |                                                                                                                                                                  |              |                                                       |
| <b>Nature of Work : For providing END TO END solution for Computer Based Test (CBT) Examination for HLL Lifecare Limited and it's Client Organizations</b> |                                                                                                                                                                  |              |                                                       |
| <b>RFP NUMBER : HLL/CHO/HR/REC/CBT/2026-XX</b>                                                                                                             |                                                                                                                                                                  |              |                                                       |
| <b>Name of the Bidder / Bidding Firm / Company :</b>                                                                                                       |                                                                                                                                                                  |              |                                                       |
|                                                                                                                                                            | <b>PRICE SCHEDULE</b>                                                                                                                                            |              |                                                       |
| <b>Sl. No</b>                                                                                                                                              | <b>Basic Rate per Shortlisted** candidate (in Figures)</b><br>(Implementation and maintenance of Computer Based system for conducting Computer Based Test [CBT]) | <b>GST %</b> | <b>Total Rate per candidate with GST (in Figures)</b> |
|                                                                                                                                                            |                                                                                                                                                                  |              |                                                       |

\*\* Shortlisted candidates refer to applicants who satisfy the requisite qualifications and have been cleared to proceed to subsequent selection stages.

- The Basic rate Quoted shall be exclusive of GST and inclusive of all other charges
- If a Firm quotes NIL charges / consideration, the Bid for that item(s) shall be treated as unresponsive and will not be considered.

### a) Excel format for QUESTION PAPER:

|                                                                                                                                                                        |                                             |              |                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--------------|------------------------------------------------------|
| <b>TENDER INVITING AUTHORITY : HLL Lifecare Limited, Corporate &amp; Head Office, Poojappura, P.O. Trivandrum – 695012</b>                                             |                                             |              |                                                      |
| <b>Nature of Work : For preparing Question Papers / Question Bank for Computer Based Test (CBT) Examination for HLL Lifecare Limited and it's Client Organizations</b> |                                             |              |                                                      |
| <b>RFP NUMBER :HLL/CHO/HR/REC/CBT/2026-XX</b>                                                                                                                          |                                             |              |                                                      |
| <b>Name of the Bidder / Bidding Firm / Company :</b>                                                                                                                   |                                             |              |                                                      |
|                                                                                                                                                                        | <b>PRICE SCHEDULE</b>                       |              |                                                      |
| <b>Sl. No</b>                                                                                                                                                          | <b>Basic Rate per Question (in Figures)</b> | <b>GST %</b> | <b>Total Rate per Question with GST (in Figures)</b> |
|                                                                                                                                                                        |                                             |              |                                                      |

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
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## FORMAT-01

### DECLARATION

RFP Ref: .....

I / We, hereby agreed to abide all the terms and condition of this RFP

I / We, hereby declare the that I am / we are fulfilling the eligibility criteria mentioned in this RFP.

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

I/We further certify that myself/ our organization meets all the conditions of eligibility criteria laid down in this RFP document.

I/ We, further specifically certify that our company is not beenBlack 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 prior to the opening date of this RFP. I /We hereby certify that in the last three years, our company has not failed to perform on any contract or have had any contract terminated for breach on our part.

I/We further certify that there is no criminal case registered against our company or against our Director.

I / We, hereby certifying that we are **offering 50% services from India** for the services required under this RFP 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.

I / We, hereby declare that our company is not from those countries sharing borders with India and not restricted UNDER RULE 144 (XI) OF GFR 2017.

I/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.

I / We hereby undertake to comply with the provisions of the Digital Personal Data Protection Act, 2023 and the rules framed thereunder in respect of all candidate personal data processed under this engagement, and to host and store all data relating to this engagement exclusively within the geographical boundary of India in accordance with Clauses 9.19 and 9.20 of this RFP.

I / We hereby undertake that all question papers, question banks and examination content prepared under this engagement shall be original, shall not infringe the copyright of any third party, and shall be the exclusive property of HLL Lifecare Limited.

Sealed and signed by the Authorized representative

## FORMAT-2

### INTEGRITY PACT

All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.

HLL Lifecare Limited. Division : Tender No:

#### **INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_

#### **Between**

HLL Lifecare Ltd. (CIN: U25193KL1966GOI002621) a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HLL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

#### **And**

M/s \_\_\_\_\_ with office at ..... represented by Shri \_\_\_\_\_ , Designation..... (hereinafter called the "BIDDER/Seller"/Contractor/Agent which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Both HLL and BIDDER referred above are jointly referred to as the Parties.

#### **Preamble**

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. .... HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### **Clause.1. Commitments of HLL**

1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or

additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

1.3 All the officials of HLL will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

## **Clause 2. Commitments of BIDDERS/ CONTRACTORS**

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) 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, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.

2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.

2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.

2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.9 The BIDDER further confirms and declares to HLL that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in the Companies Act.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.

2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

### **Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts**

3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason. If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

### **Clause.4. Equal treatment of all Bidders / Contractors / Subcontractors**

4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.

4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Clause.5. Consequences of Violation / Breach**

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If BIDDER commits violation of 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% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- iii. 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 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.
- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the applicable benchmark rate. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
- vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
- xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

#### **Clause.6. Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time

will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

#### **Clause .7. Independent External Monitor(s)**

7.1 HLL has appointed an Independent External Monitor (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of the IEM shall be as notified by HLL.

7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.

7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 HLL will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.

7.8 The IEM(s) will submit a written report to the CEO/CMD of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

#### **Clause.8. Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)**

If HLL obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer.

#### **Clause.9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **Clause.10. Law and Place of Jurisdiction**

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

#### **Clause.11. Other legal Actions**

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### **Clause.12. Validity and Duration of the Agreement**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the

satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HLL.

**Clause. 13. Other provisions**

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

13.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.3 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

**HLL Lifecare Limited**

**Bidder**

\_\_\_\_\_

\_\_\_\_\_

Witness

Witness

1.....

1.....

2.....

2.....