



HLL Lifecare Limited
(A Government of India Enterprise)
Corporate and Registered Office,
HLL Bhavan, Poojappura,
Thiruvananthapuram– 695 012
Kerala, India.
Phone: 0471 – 2354949, 2775000
CIN:U25193KL1966GOI002621
Website: www.lifecarehll.com

Invitation for Bids

**SUPPLY AND INSTALLATION OF HARDWARE SECURITY
MODULE (HSM) DEVICE FOR
MEDICAL COUNSELING SUPPORT CELL**

Date	:	03.09.2020
IFB No.	:	HLL/CHO/IT/MCC/2020

The schedule of the bid is given below;

Last date and time for receipt of Bids : 15.00 Hrs on 24.09.2020
Time and date of opening of Technical Bids : 15.30 Hrs on 24.09.2020

LETTER FOR INVITATION

Date of Issuance: 03.09.2020
Ref. No.: HLL/CHO/IT/MCC/2020

To,

Dear Sir,

HLL Lifecare Limited (HLL) a Govt. of India Enterprise under the Ministry of Health and Family Welfare invites proposals on behalf of Medical Counseling Committee (MCC) under Directorate General of Health Services under Ministry of Health and Family Welfare, Government of India for Supply and Installation of Hardware Security Module (HSM) device for the purpose of Online Counseling of UG/PG/SS (Medical and Dental) courses through Medical Support Cell. HLL is engaged to carry out the procurement process as per the technical specifications given by MCC. More details are provided in the Schedule of Requirements.

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

Thanking You,

Yours Faithfully,

L. Ajithkumar

Vice President (IT),
HLL Lifecare Limited,
Corporate and Registered Office,
HLL Bhavan, Poojappura P.O,
Thiruvananthapuram, Kerala -695012
Phone No: – 0471-2354949, 2775000
Email address: ajith@lifecarehll.com

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IMPORTANT INFORMATION

Sl.No	Particulars	Details
1	EMD	Rs.3,00,000.00 (Rupees Three Lakh only)
2	Last date for submission of Bids	15:00 Hrs on 24.09.2020
3	Date of opening of Technical Bids	15:30 Hrs on 24.09.2020
4	Date of opening of Commercial Bids	Will be intimated later to the Technically qualified Bidder
5	Address of submission and opening of bids	Vice President (IT), HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram – 695012, Kerala, India Phone – 0471 – 2354949,2775000

DISCLAIMER

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

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

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

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

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

HLL Lifecare limited (HLL), Thiruvananthapuram reserves the right to reject any or all of the applications submitted in response to this Bid Document at any stage without assigning any reasons whatsoever. HLL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the bids. HLL reserves the right to change/ modify/amend any or all of the provisions of this Document. Such changes would be posted on the website of HLL (www.lifecarehll.com) and CPP portal (www.eprocure.gov.in).

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

INTRODUCTION

An Overview

HLL Lifecare Limited (formerly known as Hindustan Latex Limited) (HLL) is a Mini Ratna (Category-1 PSE) company under the Ministry of Health and Family Welfare.

HLL is a multi-product, multi-unit organization addressing various public health challenges facing humanity. HLL is manufacturing and marketing wide range of contraceptives. HLL is also offering services in the area of retail pharmaceuticals, Diagnostic Lab and Medical Imaging.

A Memorandum of Understanding (MOU) is signed between HLL and Medical Counseling Committee (MCC) under Directorate General of Health Services under Ministry of Health and Family Welfare, Government of India. HLL is engaged for support services to conduct online counseling of UG/PG/SS (Medical and Dental) course seats by setting up a Medical Counseling Support Cell under MCC with the technical support of National Information Centre (NIC).

Accordingly, HLL is engaged to procure the HSM device as per the technical specifications given by MCC. The proposed items have to be delivered and installed at NIC office at the location as mentioned in this bid document for this purpose.

Bid Document for Supply and Installation of Hardware Security Module (HSM) Device

HLL Lifecare Ltd (HLL), hereinafter referred to as the “Purchaser” is pleased to invite sealed bids for supply and installation of the Hardware Security Module (HSM) device for online counseling services of medical UG/PG/SS courses under two bidding system (Technical and Commercial). The detailed specifications are furnished in schedule of requirements (**Annexure-I**).

Interested eligible bidders may obtain further information and inspect the bid documents at our office during office hours on all working days. A complete set of bid documents may also be downloaded from our website at www.lifecarehll.com and CPP Portal at www.eprocure.gov.in.

DEFINITIONS

- (a) “The Purchaser” means the HLL Lifecare Limited, Corporate and Registered Office, HLL Bhavan, Poojappura, Thiruvananthapuram– 695 012, Kerala.
- (b) “The Bidder” means the firm who participates in the tender and submits its bid.
- (c) “The Supplier or Contractor” means the firm providing goods and services under the contract.
- (d) “Client “means Medical Counseling Committee (MCC) to whom the item is to be procured.

TERMS & CONDITIONS

The bid should be submitted strictly as per the following terms and conditions:

1. Submission of Bid:

1.1 The Bidding Process comprises two parts, viz.

Part I : Technical Bid
&
Part II : Commercial Bid.

The Bidders shall seal the bids in separate envelopes, duly marking the envelopes as

- (i) Technical Bid (Unpriced)
- (ii) Commercial (Price) Bid with Bid form
- (iii) EMD and all these envelopes enclosed in another sealed outer envelope.

Both Technical bid and Commercial Bid are to be submitted by superscripting “SUPPLY AND INSTALLATION OF HARDWARE SECURITY MODULE (HSM) DEVICE FOR MEDICAL COUNSELING SUPPORT CELL” on top of the envelope. One copy of both Technical Bid and Commercial Bid should be submitted separately along with the bid. If the

inner envelopes are not sealed and marked as required, the purchaser will assume no responsibility for the bid's misplacement or premature opening.

1.2 The Bids should be addressed to:

**Vice President (IT),
HLL Lifecare Ltd,
Corporate and Registered Office,
HLL Bhavan, Poojappura,
Thiruvananthapuram-695012,
Kerala, India.
Phone: 0471-2354949, 2775000.**

1.3 The bid should bear the Invitation for Bids (IFB) reference, and a statement "Do not open before -----hours on (Insert the time and date of bid opening) in the outer envelope.

1.4 The bidders should take care in submitting the bid properly filled so that enclosed papers are not found loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

1.5 Date of Submission

Time Schedule for submission of Bid is as under –

Last date & time for submission of Technical Bid & Commercial Bid	:	15: 00 Hrs. on 24.09.2020.
Date & time of opening of Technical Bid	:	15.30 Hrs. on 24.09.2020
Date & time of opening of Commercial Bid	:	Will be intimated separately to the technically qualified bidders.

1.6 No Email/Fax/telex bids will be accepted.

1.7 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser shall be rejected and returned unopened to the bidder.

1.8 Bidders may depute their representatives with authorization letter to participate in the bid opening strictly according to the time schedule.

1.9 The Technical Bid will be evaluated first for compliance with the prescribed Technical Specification.

1.10 Commercial bid of only short-listed bidders who will qualify in Technical evaluation will be called for and evaluated by the Purchaser.

- 1.11 The technically qualified bidders will be intimated about the opening of the Commercial Bids and the Commercial Bid of the unqualified technical bidders will be returned to them unopened.
- 1.12 The purchaser is not responsible for non –receipt of bid within the specified date and time due to any reason including postal delays or holidays. In case, the specified date of submission & opening of Bids is declared as holiday, the bids will be received till the specified time on next working day and Technical Bid will be opened at specified time on the next working day.
- 1.13 The purchaser reserves the right for conducting pre-shipment inspection by its own personnel or reputed third parties. The selected bidder has to offer the items for inspection in such a manner that it does not affect the delivery schedule.
- 1.14 In exceptional circumstances, HLL may request all the Bidders consent to an extension of the period of validity of their respective bid. The request and the response thereto will be made in writing. Extension of validity period by the Bidder must be unconditional. The Bidder will not be permitted to modify his bid.
- 1.15 The clearance of the equipment from Tax Authorities/Customs would be the sole responsibility of the bidder only. The purchaser is not liable to provide any documents in this regard.
- 1.16 Selected bidder must undertake to provide the purchaser, the consignment note number(s) by which the items ordered had been dispatched from their site, so as to have online/ web access to the tracking system of physical movement of the consignments sent through courier.
- 1.17 The bidders are requested to quote latest make and model of the items mentioned in the **Annexure-I** (Schedule of Requirements) with necessary brochures, data sheets etc.
- 1.18 Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of the bid.
- 1.19 This bid document is not transferable.
- 1.20 The bidder may withdraw their offer after submission provided; written notice of withdrawal is received by the purchaser prior to the closing date and time prescribed for submission of bid. No offer can be withdrawn by the bidder subsequent to the closing date and time for submission of offers.
- 1.21 The Purchaser reserves the right to change/ modify/amend any or all of the provisions of this document. Such changes would be posted on the website of HLL (www.lifecarehll.com) and CPP portal only.
- 1.22 The language of the Bid should be in English.

2. Pre-Qualification Eligibility criteria of the Bidder:

The prospective bidder should satisfy the following criterion.

- 2.1 The bidder should be an Indian company and in continuous business of supply, installation and maintenance of the IT Security devices similar to the items mentioned in the schedule of requirements (**Annexure-I**) during the last three years prior to the bid opening.
- 2.2 The bidder should not have been blacklisted by any state/central Government organizations/firms/institutions for which the statement stating that the bidder has not been blacklisted by any institution of the Central/state Government in past three years may please be submitted.
- 2.3 The bidder should be regular tax payer under the Income Tax Act. Please furnish the details Permanent Account Number (PAN) and Goods and Service Tax (GST) number.
- 2.4 Manufacturer Authorization Form from the concerned OEM on their letter head addressed to HLL Lifecare Limited will be required in case the bidder is not the "OEM"
- 2.5 The bidder should attach the document from the concerned OEM on OEM's letter head for the support during warranty period.
- 2.6 The bidder firm should have a minimum average turnover of Rs.20 Crore for the past three years and Audited Balance Sheet and Profit & Loss Account or Annual Report for the last three financial years should be submitted along with the bid as documentary evidences for the same.
- 2.7 The bidder should have executed at least one Work Order of HSM with minimum value of Rs.1, 20,00,000/- in last five years. Documentary evidences like Work Order with completion certificate for the same should be attached along with the bid.
- 2.8 The bidder or OEM should have its service support centre/ authorized service partners at New Delhi.
- 2.9 The OEM of the quoted product should be present in India from at least past 5 years and should have 24x7 support available directly from personnel from OEM in India (Support employees should directly on the payroll of OEM in India)
- 2.10 The OEM of the quoted product should have Engineering, R&D and support in India also, OEM should be employing at least 300 Engineers for R&D and Engineering in India (should have employees on OEM Payroll only).

3. Deliverables:

The list of items specified in **Annexure –I** have to be delivered & installed at NIC office, DMRC IT Park, Shastri Park ,New Delhi and details of the delivery will be intimated to the successful bidder along with the Purchase Order.

4. Earnest Money Deposit (EMD)

- 4.1 The Bidder(s) must submit Earnest Money Deposit (EMD) of **Rs. 3,00,000.00 (Rupees Three Lakh only)** along with the **Technical Bid** in the form of Demand Draft from any Nationalized/Scheduled Bank in favour of HLL Lifecare Ltd., Thiruvananthapuram payable at Thiruvananthapuram. EMD in any other form will not be accepted. Non-submission of EMD will lead to rejection of the bid.
- 4.2 No interest shall be paid for EMD.
- 4.3 The EMD of the unsuccessful bidder will be returned within one month after selection of successful bidder.
- 4.4 The EMD of the successful bidder shall be returned after acceptance of purchase order and upon submission of Security Deposit as per the clause No: 18 of this Bid Document.
- 4.5 Exemption of EMD is permitted to the MSME bidders against the submission of necessary valid documents like NSIC certificate / Udyog Aadhar Memorandum (UAM) document only
- 4.6 The EMD may be forfeited: -
 - 4.6.1 If the bidder withdraws his bid during the period of bid validity specified by the bidder.
 - 4.6.2 In the case of successful bidder, if the bidder fails to accept the order and submit the Security Deposit.

5. Submission of Technical Bid and Commercial Bid with required Documents

- 5.1 **Technical Bid** - The Technical Bid should comply with the technical specification given in **Annexure– I**. The Technical bid should be complete in all respects and contain all information asked for except prices.

The Technical Bid must be submitted neatly and securely along with the following documents,

- 5.1.1 Bidder's Covering letter.
- 5.1.2 EMD in the form of Demand Draft as specified in **Clause 4.1**.
- 5.1.3 Manufacturer Authorization form(MAF) certificate from the concerned OEM for the item quoted addressed to HLL Lifecare Limited in the letter head of OEM if the bidder is not the OEM as per the format given in **Annexure - VII**

- 5.1.4 Bidder's Technical Offer with specifications as given in **Annexure-I**.
- 5.1.5 Compliance statement for the technical specifications for HSM device (**Annexure-VIII**)
- 5.1.6 A signed undertaking from authorized signatory of the bidder that shall certify that all the components/parts/assembly/software used in the device shall be original, new components /parts/ assembly/software and that no refurbished /duplicate/second hand/counterfeit components/parts/assembly/software are being used or shall be used
- 5.1.7 Technical Documentation (Product Brochures, leaflets, manuals etc. with product roadmap).
- 5.1.8 Attested copy of the Registration certificate or Certificate of incorporation attested.
- 5.1.9 Articles of Association and Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- 5.1.10 Certificate from the customers of the bidder for similar deliverables done satisfactorily.
- 5.1.11 Statement that the bidder has not been blacklisted by any institution of the Central/state Government in past three years attested by notary public.
- 5.1.12 Performance Statement (**Annexure-IV**) along with Copies of Supply/purchase order for the supply and installation of similar items in Government/PSU/Private sectors India during any one of the last five years as mentioned in the clause 2.7.
- 5.1.13 Copy of bid document (all pages to be signed and stamped)
- 5.1.14 Copy of annual reports/balance sheet, etc. for the last 3 years (2017 – 18, 2018 -19 and 2019– 20)
- 5.1.15 Details of Permanent Account Number (PAN), GST issued by tax authority.
- 5.1.16 Letter of Authorization/Power of attorney authorizing the signatory to sign the bid.
- 5.1.17 Authorization Letter for the bidder's representative who will attend the Bid Openings.
- 5.1.18 Copy of Udyog Aadhar Memorandum(UAM) number and duly filled format (**Annexure-IX**) in case of MSME bidder.
- 5.1.19 A signed undertaking endorsed by the respective OEM for continuous support from OEM for all the hardware items supplied during the 5-year warranty period in the event of discontinuation of the business by the bidder.
- 5.1.20 Acceptance form (**Annexure-V**) and Declaration Certificate (**Annexure-VI**)

5.1.21 The details of escalation matrix for both bidder and OEM with telephone numbers and email IDs.

5.1.22 The complete details of service support centre /authorized service partners for the bidder or OEM at New Delhi.

5.1.23 Any other relevant Information.

5.2 **Commercial Bid -**

5.2.1 The Commercial Bid should comply with the price information of the items as specified in Annexure-I in the format of price schedule attached as **Annexure- III.**

5.2.2 Duly filled Form for Price Bid should be submitted in the format given in **Annexure - II.**

5.2.3 The total value mentioned in the price bid shall be inclusive of all taxes and duties, freight, insurance, loading & unloading charges and installation charges etc. and on door delivery basis to the location mentioned.

5.2.4 Once the bid is submitted in sealed cover by the bidder, the purchaser will not accept any addition/ alterations/ deletions of the Bid. However, the purchaser reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder will need to submit the documentary evidence(s) as required by the purchaser.

5.2.5 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes.

6. **Clarification of Bid Document**

6.1 A prospective bidder, requiring any clarification on the bid documents shall notify the Purchaser by e-Mail at sivakumar@lifecarehll.com. The Purchaser shall respond to any request for the clarification of the Bid Documents, which it receives not later than 5 days prior to the date of opening of the Bids.

6.2 Any clarification issued by HLL in response to a query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents and the same shall be published in our website and CPP portal.

6.3 No post bid clarification will be entertained from the bidders in this regard.

7. **Amendment of Bidding Documents**

7.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason, modify the Bidding Documents by amendment.

- 7.2 Amendments will be uploaded on the website and CPP portal only and these amendments will be binding on all the bidders.
- 7.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

8. Cost of Bidding

The bidder shall bear all the costs associated with the preparation and submission of bid and HLL will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

9. Bidding Document

The bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of their bid without any further reference to the bidder.

10. Rejection of the Bid

The Bid is liable to be rejected if:

- The document does not bear signature of authorized person.
- It is received through Fax/E-mail.
- It is received after expiry of the due date and time stipulated for submission of bids.
- Incomplete Bids, including non-submission or non-furnishing of requisite documents/EMD not conforming to the terms and conditions stipulated in this Bid Document
- It is a conditional bid
- It has an ambiguity
- The bid quoted with partial items/quantities.

11. Modification and Withdrawal of Bids

- Bids once submitted will be treated, as final and no further correspondence will be entertained on this.
- No bid will be modified after the deadline for submission of bids.
- No bidder shall be allowed to withdraw the bid after the deadline of submission of bid.

12. Clarifications of Bids

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the bidder for clarification. The response shall be in writing and no change in the substance or price of the bid shall be sought, offered or permitted.

13. Deadline for submission of Bids

Bids must be received by the Purchaser at the address specified in the Bid Document not later than the specified date and time as specified in the Bid Document. In the event of the specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on next working day.

The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline extended.

14. Period of validity of Bids

- a. The offer should remain valid for **a minimum period of 180 days** from the date of opening of the Commercial Bid. Any offer falling short of the validity period is liable for rejection. However, the supplier/contractor should pass on the benefit to the purchaser if there is any price reduction in the meantime.
- b. In exceptional circumstances, HLL may request all the Bidders consent to an extension of the period of validity of their respective bid. The request and the response thereto will be made in writing. Extension of validity period by the Bidder must be unconditional. The Bidder will not be permitted to modify his bid

15. Evaluation Criteria for Technical Bid & Commercial Bid

- 15.1 The Purchaser will scrutinize the offers to determine whether it is complete, whether errors have been made in the offer, whether required technical documentation has been furnished and whether the documents have been properly signed. Bids with incorrect information or not supported by documentary evidence, wherever called for, would be summarily rejected.
- 15.2 Technical evaluation would be done to examine whether offered equipment/machines having the basic specifications asked for. Deviation from specifications stipulated may make the offer liable for rejection.
- 15.3 The Technical Bids will be evaluated for compliance with the prescribed Technical Specifications and supported documents mentioned under Clause 5.1. Bids which are not complied will be treated as Non-Responsive and summarily rejected.
- 15.4 Commercial bid of only short-listed bidders who will qualify in Technical evaluation will be called for and evaluated by the Purchaser.
- 15.5 The qualified technical bidders will be intimated regarding the Commercial Bid Opening and the Commercial Bid of the unqualified technical bidders will be returned to them unopened.
- 15.6 For proper scrutiny, evaluation and comparison of offers, the purchaser may, at its discretion, ask some or all bidders for clarification of their offer. The request for such

clarifications and the response will necessarily be in writing/email. If deemed necessary, the bidder will be required to give presentation on the systems offered.

- 15.7 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, his bid shall be rejected.
- 15.8 **The final selection of L1 bidder will be decided on the basis of Total Cost of the items inclusive of all taxes**

16. Placement of order

The Purchaser shall consider placement of supply order(s) for items quoted only on the first lowest responsive bidder (will be referred as L1) who is technically and commercially qualified (Based on the total cost mentioned as in the clause 15.8).

17. Placement of order and acceptance

The supplier/contractor shall give acceptance of the Purchase Order (P.O) placed by returning the duplicate copy of P.O duly signed and sealed within 5 days from the date of P.O , failing which, the Purchaser shall have right to cancel the order.

18. Security Deposit

The successful bidder shall furnish the Security Deposit equivalent to **5%** of the cost of product quoted (inclusive of taxes) in the form of Bank Guarantee as per the format given by the Purchaser valid for the period of **6**months issued by a Nationalized Bank/Scheduled bank. Security Deposit must be submitted within **10** days of the award of the Purchase Order. The Security Deposit is to protect the purchaser in case of any failure in contractual obligations by the supplier. The Security Deposit shall be released upon successful completion of delivery and installation of all the items and acceptance by the Client. The purchaser reserves the right to revoke the Bank Guarantee as a whole or part in the case of breach of contractual obligations.

19. Service Level Agreement (SLA)

The issue of Purchase order shall constitute the award of contract to the bidder. On receipt of the purchase order by the supplier/contractor, Service Level Agreement (SLA) shall be submitted in the format given by the Purchaser within 25 days from receipt of the order. The SLA should be signed between supplier and client.

20. Delivery schedule

The successful bidder must undertake to deliver the items as per the purchase order, at the respective delivery locations **within 6 weeks** from the date of the Purchase Order. If Letter of Intent (LOI) is placed by the purchaser prior to Purchase Order, the delivery schedule will commence from the date of LOI only.

21. Purchaser's right to vary quantities

Purchaser will have the right to increase or decrease 20 % of the quantity of items mentioned in the schedule of requirements without any change in the unit price or other terms and conditions at the time of placement of purchase order and during the bid validity period.

22. Paying Authority

22.1 The payments as per the terms of payment shall be paid by the purchaser by strictly submitting the following documents only

- Three copies of invoice with GST details.
- Delivery Challan in the prescribed format attached as **Annexure – X** which should be duly signed and stamped by an authorized official of Client
- Installation Report in the prescribed format attached as **Annexure – XI** which should be duly signed and stamped by an authorized official of Client
- Account details for payment through RTGS/NEFT, i.e., Name of Bank, Name of Branch, IFSC Code, Account No. etc..
- Warranty certificate
- License Documents if any

22.2. Payment will be made upon receipt of advice/confirmation for satisfactory completion of delivery and installation from Client also.

22.3. The reports mentioned above should be submitted in original and in the prescribed format only. No copies, other formats and reports and confirmations by e-mail or telephone will be accepted for payment purpose.

23. Terms of Payment

23.1 90% of the product cost including warranty charges along with GST and other applicable duties on actual basis will be paid on delivery, installation and acceptance of ordered items, after realizing penalty charges for late delivery / installation if any. The claim for payment should strictly contain the documents/reports mentioned in the clause 22.1.

23.2 10% of the product cost including warranty charges will be paid after completion of the Warranty period (5 Years) or against submission of Performance Bank Guarantee (PBG) for the 10 % of total value (inclusive of taxes) from any Nationalized/ Scheduled Bank for equivalent amount and valid for the entire warranty period.

24. Penalty or Liquidated Damages for delayed supply/ installation

24.1 In case the delivery is delayed beyond the stipulated date of delivery, Liquidated Damage for late delivery at **0.5%** of the total order value for each week of delay or part thereof would be imposed, subject to maximum of **5%** would be applicable for delayed delivery. The penalty for late delivery will be deducted from the bill amount. The purchaser reserves the right to cancel the order if the delivery is delayed beyond the stipulated schedule.

24.2 If installation is not completed within **7** days of delivery, Liquidated Damage for late installation will be imposed in addition to late delivery charges. The rate will be of 0.5% of the order value for each week of delay or part thereof subject to maximum of 5%. The penalty for late installation will be deducted from the bill amount.

25. Scope of installation

25.1 The activities to be performed but not limited to the following

- Carrying out a quality check for the supplied item.
- Installation/Mounting of device.
- Installation and configuration of the HSM device as per the requirement of client.
- Documentation.

25.2 It will be binding upon the supplier to install and configure the equipment. Any problem, if occurs in course of Installation / Integration has to be settled amongst the concerned officials on mutual co-operation. Installation must be done immediately after delivery, preferably by next working day, wherever feasible.

25.3 Installation should be completed within seven working days of delivery, in case the site is ready. If sites are not ready, installation should be completed within seven days of request from the concerned site.

25.4 The successful bidder has to co-ordinate with the Client and concerned personnel at delivery location to install and configure the HSM device as per the requirement.

25.5 It is the supplier's sole responsibility to coordinate with the Client to deliver and install the ordered item within the stipulated timelines mentioned in the delivery schedule by obtaining necessary permission/entry formalities if any at the delivery location. The purchaser is not responsible in this regard.

25.6 **Training** - Training should be provided at free of cost to the concerned Client personnel regarding usage and administration of the supplied items.

26. Warranty & Maintenance

26.1 The supplier/contractor must provide **5(Five) years on-site** comprehensive warranty by OEM for the item supplied covering all parts & labor from the date of acceptance of the systems by the Client.

26.2 Scope of services during warranty period

- (i) The breakdown calls should be attended within 1 Hr. of intimation and should be resolved within 24 Hrs. of intimation.
- (ii) All the defective parts of the item and faulty item as whole should be replaced at free of cost.
- (iii) If the defective item, either a part or whole, is taken for supplier's site for service in the case of failure in rectifying the problem at client's site, an item which technically comprises the defective item (equivalent or higher) should be provided within one working day.

- (iv) At least one preventive health checkup of the items should be done in every quarter.
 - (v) Firmware, Software upgrades, patches to cover fixes for found the vulnerabilities time to time should be provided without extra cost thought the support tenure.
 - (vi) The break down calls should be attended after office hours and during holidays also in case of emergency without any additional charges.
 - (vii) The telephonic support should be provided on 24/7 basis.
- 26.3 During the warranty period, the supplier will have to undertake comprehensive maintenance of the entire hardware components, system's software and accessories supplied by the supplier. A minimum uptime of 99.9 % per equipment has to be guaranteed on quarterly basis.
- 26.4 All the defective items should be repaired within 24 hours (Resolution time). In case of Supplier/contractor failing above standards, a stand by arrangement with same or above configuration of the item should be provided till the machine is repaired.
- 26.5 The supplier shall be fully responsible for the manufacturer's or OEM's warranty for all equipment, accessories, spare parts, system software etc. against any defect arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer/Supplier or any defect that may develop under normal use of supplied equipment during the warranty period.
- 26.6 The purchaser reserves right to shift the items to any location where it has presence, anywhere in India during the warranty period. The supplier should provide necessary assistance without any additional charges and the warranty support also should not be affected.

27. Penalty for Downtime

- 27.1 If the resolution of breakdown calls is beyond 24 Hours of intimation or standby equipment is not provided, penalty will be calculated 0.1% of the purchase value respective item for each 24 Hours up to the resolution or part thereof would be imposed. The purchaser reserves the right to recover the penalty and revoke the Performance Bank Guarantee in case the supplier fails to meet the above standards of maintenance.

28. Repeated failure

If, during the warranty period, any system as a whole or any subsystem has any failure on two or more occasions in a period of 3 months, it shall be replaced by equivalent / upgraded/ new equipment by the Supplier/contractor at no cost to the Purchaser.

29. Bid Currency

All prices shall be expressed in Indian Rupees only.

30. Other Terms and conditions

- 30.1 The Purchaser does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 30.2 The Purchaser reserves the right to resort to re -tendering without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection.
- 30.3 The Purchaser reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised Bids from the bidders due to such changes, if any.
- 30.4 Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder from its empanelment.
- 30.5 No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the Purchase order is placed.
- 30.6 By submitting the bid it is presumed that the bidder has verified the tender Documents and technical specification of the items in details and has quoted the tender rate accordingly.
- 30.7 The MSME bidders shall be considered based on furnishing of valid UAM (Udyog Aadhaar Memorandum) number and copy of relevant document along with the bid only

31. Special Terms and Conditions

- (a) The supplier should produce the documentary proof from OEM for warranty support for the period of Five (5) years and the product warranty of supplied item should reflect in the website of OEM
- (b) Necessary user manuals/CDs/DVDs/accessories and cables are to be supplied along with the product.

32. Purchaser's right to accept or reject any Bid or all Bids.

The Purchaser reserves the right to accept or reject any bid and annul the bidding process and reject all bids 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 ground for the Purchaser's action.

33. Indemnity

The Supplier shall indemnify and hold harmless the Purchaser from and against all claims, liability, loss damage or expense, including counsel fees arising from or by reason of any actual or claimed trade mark, patent or copy right infringement or any litigation based thereon with respect to any part of the items covered by the contract, and such obligations shall survive acceptance of payment for the items

34. Force Majeure

- 34.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 34.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the Purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the Purchaser elect to retain.

35. Authorized Signatory

The bidder should indicate the authorized officials from their organization who can discuss, correspond, sign agreements / contracts, raise invoice and accept payments. The bidders should furnish proof of signature of the authorized personnel for above purposes as required by purchaser.

36. Annulment of Contract

Failure of the successful bidder to comply with the requirements shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the purchaser may make the award to any other bidder at his discretion or call for new tender.

37. Governing laws and Disputes

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

Vice President (IT)

ANNEXURE – I
Schedule of Requirements

Sl. No	Minimum Technical Specifications	Qty
1	Should support latest Windows and previous two versions, Linux (any flavor), VMWARE	2 Nos
2	TCP/IP Network based appliance	
3	Should comply to standards like FIPS Level-3, FCC part 15 Class B (Certification in process to be considered)	
4	Key Length Supported (1024 to 4096)	
5	Public Key Algorithm RSA encrypt/decrypt, RSA sign/verify, ECC (Electric Curve Cryptography).	
6	Keys are always stored securely in Hardware and never stored in software in any form. Complete hardware based storage of key material for entire life cycle.	
7	Key Exchange Mechanism: AES, DES, Triple DES, RC2, RC4, RC5, SEED.	
8	Hash/HMAC Algorithm : MD5, SHA 1, SHA 2, SHA 256	
9	Symmetric Algorithm : AES, MD5, SHA 1, SHA 2, SHA-256, DES, Triple DES	
10	Compatibility : PKCS#11, CAPI, Open SSL, JCE/JCA	
11	Random Number Generation – FIPS 140-2 approved DRBG (SP 800-90 CTR mode)	
12	Should have minimum 15 partitions with 100 concurrent Client Licenses and further scalable.	
13	Support for various cryptographic algorithms :- Asymmetric Key with Diffie - Hellman, RSA-2048, RSA-3072	
14	(1024-4096 bit) and (PKCS#1 v1.5, OAEP PKCS#1) Digital Signing via RSA (1024-4096 bit), DSA (512-2048 bit)	
15	EC Brain Pool Curves (named and user defined), Suite B, Curve 25519 in ECC.	
16	Algorithm Support and ARIA Support	
17	Published API for various functionalities mentioned for integrating with the Application Software.	
18	Should support minimum 200 Signatures per second with RSA 2048	

19	Enhanced Audit Log Facility & Error logs managed by separate audit rule. Log entries should originate from HSM, which should include, when, who, what and result of logging. Audit log entries are ensured against any truncation, modifications, deletion and addition. Critical events like tamper, decommissioning, zeroization, SO creation audit role creation should be logged automatically and unconditionally. Log should be sent to the server before rewriting them.
20	HSM OEM should be present in India from at least past 5 years and should have 24 x 7 supports available directly from personnel from OEM in India (support employees should directly on the Payroll of OEM in India).
21	HSM OEM should have Engineering, R&D and support in INDIA also, HSM OEM should be employing at least 300 Engineers for R&D and Engineering in India (should have employees on OEM Payroll only).
22	Should have sold General Purpose HSM in major projects like Aadhaar, GST etc.
23	GUI based Software should be available to Dynamic Resource Management that gives the ability to quickly spin up/spin down crypto recourses for multiple HSMs benefit from centralized HA and resource management and improved client visibility
24	Safely and Easily provision the Crypto Services of HSMs using the GUI based application that is able to support multi-tenant environment.
25	The Crypto Command Software should be able to automatically able to discover unmanaged Crypto recourses and HSM partitions available in the network automatically.
26	Should support complete use of ECC curves foe commercial activities like issuance of Digital certificates generated using the same curves to external parties without need of any additional licenses.
27	PED Device & Keys for enhanced Security Support.
28	G5 Backup Devices for Storing the Sign & Encryption Certificates.
29	5 Yrs onsite warranty & Support to ensure HA. Response for Sev-1 in 60 minutes. Initial installation and HSM should be configured by OEM. Faulty HSM should be replaced without extra cost within agreed timeline. Firmware, Software upgrades, patches to cover fixes for found the vulnerabilities time to time should be provided without extra cost thought the support tenure.
30	The license and HSM Hardware must have no restriction on the number of keys stored.
31	The proposed solution must include Software/Hardware to securely the keys DC, DR and one remote location and also securely restored
32	Key replication should be less than 30 seconds

ANNEXURE – II

FORM FOR PRICE BID

Having examined the Tender Document Number dated, the receipt of which is hereby acknowledged, we, the undersigned, offer to Supply and installation of Hardware Security Module (HSM) device for Medical Counseling Support Cell under the above-named Tender in full conformity with the Bidding Documents for the sum quoted in price schedule. The following is the total bid price for the scope of work described in our response to your Tender Document.

- i) In figures _____
- ii) In words _____

(Please quote the price in Indian Rupees only)

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

Thanking you,
Yours faithfully,

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

Encl: Price Schedule - ____ pages

ANNEXURE – III

Price Schedule

Price Schedule				Annexure–III				
SI.NO	Description of item / work	Unit	Quantity	Basic Price(Rs)	Taxes/ Duties (Rs)	Other incidental costs if any (Rs)	Total Price for each unit (Rs)	Amount (Rs)
1	2	3	4	5	6	7	8=5+6+7	9=4*8

Total Price(in Figure) : Rs.....

Total Price(in words) : Rs.....

ANNEXURE –IV

Performance Statement

DETAILS OF PREVIOUS ORDER FOR SIMILAR WORK EXECUTED DURING THE LAST 5 YEARS				
Sl. No.	Name of Customer with full address, telephone numbers and nature of work	Order details such as quantity etc.	Value of works completed	Period of Completion with dates

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE -V

ACCEPTANCE FORM

(To be submitted in the letter head of the firm indicating full name and address, telephone & fax numbers etc.)

From

To

Vice President (IT)
HLL Lifecare Limited
Corporate and Registered Office,
HLL Bhavan,
Poojappura.P.O,
Thiruvananthapuram – 695012,
Kerala, India
Ph: 0471- 2354949, 2775000

Dear Sir,

I / We, hereby offer to design / fabricate / supply/install/testing/validate/commission as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open for **180 Days** from the date of bid opening prescribed by the Purchaser.

I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

We are hereby attesting all the pages of the tender document & submitting the same in proof of our acceptance of the terms of the tender.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE-VI

DECLARATION CERTIFICATE

I / we hereby confirm that the information given with this bidding document is correct. If, at any stage, it is found to be incorrect, I / we understand that the contract will be liable to be terminated and action could be taken against me/us by the Company for damages.

SIGNATURE OF THE BIDDER WITH SEAL

(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)

ANNEXURE – VII

OEM / Manufacturer’s Authorization Form

(The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid)

Date:

To:

Dear Sir,

Sub :

WHEREAS

We _____, are official manufacturers of _____.

- (a) We _____ do hereby authorize M/S _____ to submit a bid the purpose of which is to provide the Goods mentioned in the bid document , manufactured by us and to subsequently negotiate and sign the Contract.
- (b) We _____ do hereby certify that M/S _____ has been in channel partnership with us for the last ----- years dealing with the items mentioned in the bid document , manufactured by us .
- (c) We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.
- (d) We assure that, in the event of M/s (name of the Bidder’s Company) not being able to fulfil its obligation as our Service Provider in respect of the Warranty / AMC support terms related to our products, we would continue to meet these terms through alternate arrangements.

Signed by the Manufacturer:

Name:

Title:

Seal:

Dated on _____ day of _____, _____

ANNEXURE –IX

CATEGORY DETAILS OF ORGANIZATION

SL No.	Description	Yes/No
1.	Whether the organization belongs to the MSME category	
2.	If yes whether the organization belongs to MSE category	
3.	Whether the MSE organization belongs to SC/ST entrepreneur.	
4.	Whether the MSE organization belongs to woman entrepreneur.	

The Udyog Aadhar Memorandum (UAM) of the bidder

(Self-attested copy of Udyog Aadhar Memorandum Certificate shall be submitted along with the technical bid)

*Kindly furnish the copies of documents supporting your above claim along with this Annexure duly filled.

Date:

Signature of the Bidder:

Place:

Name with seal:

ANNEXURE – X

DELIVERY CHALLAN

Ref. / PO No:		Delivery Challan No:		Date:	
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Address of Location

Sl. No.	Name of the Product	Qty	Date of Delivery
1			
2			

This is to certify that the above mentioned product has been delivered successfully at the location

For Supplier	
Signature	
Name	
Designation	
Contact No.	
Date	
Seal	

For Medical Counselling Committee	
Signature	
Name	
Designation	
Contact No.	
Date	
Seal	

ANNEXURE – XI

INSTALLATION REPORT

Ref. / PO No:		Invoice No:		Date:	
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Address of Location

Product Details						
Sl. No.	Name of the Product	Qty in Nos	Make and Model	Service Tag / Serial Number	Date of Installation	Warranty Period Details
1						
2						
3						
4						

This is to certify that the above mentioned product has been installed successfully and is working in good condition. The necessary accessories / user manuals / DVDs are supplied with the items.

For Service Provider	
Signature	
Name	
Designation	
Contact No.	
Date	
Seal	

For Medical Counselling Committee	
Signature	
Name	
Designation	
Contact No.	
Date	
Seal	