Sub: Request for proposal to renewal of AWS server for HLFPPT

Dear Sir / Madam,

We invite you to tender/bid quotes for renewal of AWS server for Hindustan Latex Family Planning Promotion Trust (HLFPPT) for our SOCH program development & deployment and ticket support application. Below are the services required by HLFPPT:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Demand Linux t3a.2xlarge Instance @ / instance hour / month</td>
<td></td>
</tr>
<tr>
<td>EBS gp3 1000 GB @ / month</td>
<td></td>
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<tr>
<td>Data Transfer @ on actuals as per AWS</td>
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</tbody>
</table>

Kindly send us a hard copy of your detailed technical and financial proposal, in separate sealed envelope on or before 20th March 2022, 05:00PM.

Sealed envelope is to be submitted at HLFPPT Corporate office

Address: B 14A, 1Ind Floor, Institutional Area, Block B, Sector 62, Noida, Uttar Pradesh 201309

Kindly note that the taxes and duties levied will be paid separately at actual and at rates prevailing from time to time as stipulated by the government.

This document is further divided into two parts; kindly go through all of them carefully. They are –

1. Conditions of Offer
2. SOW

The challenge as we see it, for both our institutions, is to work towards a win-win situation that will enable both entities to take benefit of an opportunity that prevails. Please rest assured that HLFPPT would respect the confidentiality of all information furnished in this RFP.

Thank You.
Sincerely

For Hindustan Latex Family Planning Promotion Trust

HR & IT Team
PART – 1: CONDITIONS OF OFFER

1. Introduction

1.1. This document describes the conditions relating to the submission of Offers in response to invitations by Hindustan Latex Family Planning Promotion Trust (HLFPPT) (hereinafter referred to as ‘HLFPPT’) to companies to submit bids or proposals.

1.2. In order to simplify administration and to prevent a proliferation of “standard conditions” for different types of competitive acquisitions, HLFPPT uses a single set of standards “Conditions of Offer”. For this reason, this document adopts the following customized definitions:

   “Bid” : a generic term covering “Proposal” or “Tender” submitted in response to this RFP

   “Bidder” : a generic term meaning a respondent to this RFP

   “Conditions of Offer” : a generic term meaning either “Conditions of Proposal” or “Conditions of Tender” as appropriate

   “Contract(s)” : the agreement(s) to be entered into between Hindustan Latex Family Planning Promotion Trust and a successful Bidder or Bidders as a result of this Request for Offer

   “Offer” : shall be interpreted to mean a response or proposals submitted by bidders to this RFP

   “Request for Offer” : this term takes the meaning of Request for Proposal (RFP)

2. Late or Non-Compliant BIDS

2.1. HLFPPT will not be obliged to consider any Bid submitted later than the closing date or otherwise not totally in accordance with the terms and conditions of this Request for Proposal.

3. Alterations, Erasures or Illegibility

3.1. Bids having alterations or erasures therein or Bids in which prices in the Price Schedule are not clear and legible shall at HLFPPT discretion be excluded from consideration.

4. Language of BIDS

4.1. All Bids, including supporting technical data, shall be written in the English language and unless otherwise specified, measurements expressed in International Standard (SI) units.

5. BID Validity Period

5.1. This Bid shall be available for acceptance by HLFPPT till March 20th, 2022, 05:00PM.
6. **Acceptance of BID**

6.1. Neither the lowest priced nor any Bid will necessarily be accepted. No Bid shall be deemed to have been accepted unless and until the fact of such acceptance has been notified to the Bidder in writing.

6.2. HLFPPT shall be under no obligation to give reasons for not accepting any of the Bids.

6.3. The acceptance of any Bid is subject to HLFPPT internal approval.

6.4. Unsolicited revisions by any Bidder to the Request for Proposal after the closing date shall be rejected. Furthermore, submissions from Bidders who breach this clause shall at HLFPPT discretion be excluded from further consideration.

7. **Approach**

7.1. This Request for Proposal represents the only opportunity that HLFPPT is granting to Bidders to make an offer to supply all or part of the product and/or services (as applicable). It is therefore important that submissions are credible and demonstrate the Bidder’s commitment to this process and provision of all or part of the product and/or services (as applicable).

7.2. HLFPPT at its discretion may elect to not progress this project/activity beyond the Bid evaluation stage. The quality of product and/or services (as applicable) proposed by Bidders, the economic justification of the bid solutions and the fitness for purpose to meet HLFPPT requirements will largely determine what decision is made.

8. **Ownership of BID Documents**

8.1. In consideration of HLFPPT undertaking to give fair consideration and to take into account the Bidder’s Offer with any other Bids received, but for no other consideration, all Bid documents submitted in response to this Request for Proposal shall become the property of HLFPPT which may use such information, including the copying of same, for Bid evaluation purposes. Not withstanding the above and without prejudice to anything agreed in any subsequent Contract, ownership of the intellectual property in the information contained in the Bid documents shall remain unchanged.

9. **BID Prices and Pricing Basis**

9.1. Prices are to be fixed and firm and not subject to any escalation or exchange rate variation for the term of the Contract except to the extent (if any) provided for in any Contract provided as part of this Request for Proposal.

9.2. The prices shall be in Indian Rupees.

9.3. The price shall be deemed to embrace all costs and charges associated with carrying out all elements of the proposed contract/s [e.g. supply, delivery and customization (if necessary),
installation (if necessary), commissioning (if necessary), license fees, services of representatives, royalty payments, service fees etc.].

9.4. Bidders shall respond to all options in the Request for Proposal.

10. **Agreements**

10.1. It is HLFPPT well-established policy and practice to contract using its terms and conditions.

10.2. HLFPPT at its option may at any time decide not to consider Bids, which do not conform to these requirements.

11. **Statement of Compliance**

11.1. HLFPPT reserves the right to reject any Bid, which does not comply, fully with the clauses contained in the Request for Proposal.

11.2. The Clauses incorporated in the Request for Proposal represent the basis upon which HLFPPT proposes to contract. The degree of the Bidder's overall compliance shall be a primary consideration in the comparative evaluation and Bid selection process.

11.3. Once Bids have been received, HLFPPT will not accept further commercial or legal revisions, which constitute a change to the original proposal submitted by the Bidder in response to the Request for Proposal.

11.4. Where a Proposal does not comply with a particular clause, the extent of non-compliance should be stated and full details of any alternative Bid, including the price differential between compliance and non-compliance must be given.

12. **Agency Arrangements**

12.1. HLFPPT will deal only directly with the Vendor in the development and presentation of Bids or any negotiations, which might ensue.

13. **BID Conflicts**

13.1. Where a Bidder identifies any conflicts or inconsistencies between the Bid documents, the Bidder shall bring these inconsistencies to the notice of HLFPPT, through the Contract Authority or channels authorized in writing by the Contract Authority, for clarification as per the above paragraph. Otherwise, HLFPPT may reject any assumptions made in the Bid responses.

14. **Confidentiality**

14.1. Bidders shall not disclose to any third party (except to those directly involved in making their Bid), nor publicize in anyway the existence, details, invitation to participate and participation in this proposal without prior written consent from HLFPPT. This restriction remains in force
indefinitely for both successful and unsuccessful Bidders. Submissions from Bidders who breach this clause shall at HLFPPT discretion be excluded from consideration.

15. **Deliverables**

15.1. Other information that bidders wish to submit should follow the above items. Where considered necessary for clarity or to keep the main part of the response of manageable size, large documents/data (like Data type details, AWS account credentials, technical pamphlets, server descriptions etc.) can be placed out of sequence rather than following the comments for the appropriate Part of the Request for Proposal. If this is done, a clear reference to these documents is to be provided at the appropriate place in the submission.

15.2. Confidentiality of Data is to be maintained while providing services to HLFPPT

16. **Criteria For Selection**

16.1. Many factors will influence the choice of the successful tender respondent, but the HLFPPT is not bound to accept the lowest tendered price nor is it committed to explaining the rationale for the choice. Competitiveness, value and continuous improvement will be given weight in decision process. The ultimate goal of this exercise is to ensure that the company has the most improving and competitive rates while providing excellent service simultaneously.

16.2. Specifically the following criteria will be considered in evaluating your response:

**Company Profile**
- Presence in the given field
- Revenue for last three years
- Financial Security
- Existing Client base

**Commercial**
- Rate offered
- Credit terms
- Terms and conditions
- Lower running cost

**Customer reference**
- Customer reference check

**Existing vendor**
- Quality of earlier work
  - Meeting timelines on delivery

**Functional**
- Timely Service / SLA
- Client orientation
- Flexibility
17. **Contact Details**

Name: 
Address: 
Year of Incorporation: 
Main Telephone:  
Fax Number:  
Other Telephones:  
Fax Number:  
E-mail Address: 
Internet Address: 
General Manager: 

18. **Organizational Overview**

2.1 Please share list of directors and key management executives together with their management responsibilities and background. Are any of the Directors/ key management executives politically exposed? If yes, please provide details

<table>
<thead>
<tr>
<th>Name</th>
<th>Designation</th>
<th>Experience in this field (Yrs)</th>
<th>Politically exposed (Yes/No)</th>
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</table>
2.2 Group/Company Details

| Type of Company | | |
| Judge/holding company & its Subsidiaries | |

2.3 Is the company a corporate agent

2.4 Does the company provide any other service to HLFPPPT. If yes, please list the services provided

2.5 Litigation - Is the organization under litigation? if yes, pls provide details.

2.6 Have you ever been convicted/ booked by Competent Government Authority for any violations?

2.7 Are the Directors common between both the organizations Please share list of Directors

2.8 Is the organization under litigation? if yes, pls provide details.

2.9 Are any of the Directors politically exposed? If yes, please provide details

19. Presence in India and/or abroad

- _______________
- _______________
- _______________
- _______________
- _______________
- _______________
- _______________
- _______________
- _______________
- _______________
20. **International Tie Ups**
(Affiliations to international agencies etc., attach proof)

- _______________________________
- _______________________________
- _______________________________
- _______________________________
- _______________________________
- _______________________________
- _______________________________

21. **Relationship With HLFPPT**
(Please '✓' as appropriate)

Is your organization associated with HLFPPT

- Yes  
  - if yes, since when ______________________

- No  
  - If no, why discontinued? ____________________________

  ____________________________

  ____________________________

  Emphasize reason for reconsideration by HLFPPT

  ____________________________

  ____________________________

22. **Credit Policy**
(Please note that notice period herein commences from the receipt of a correct and complete
(with supporting documents where applicable) invoice by the Company)

- **45 Days**
- Others, please specify _______________________

23. **Sub-contracting policy**
As per HLFPPT norms, the service provider shall not engage into sub-contracting
engagement with any other organization. The service provider shall provide with
necessary details and supporting (if any) to ensure adherence to this clause
24. **Volume handling capacity and presence in this field**
   Please provide your current volume handling capacity and also mention your scalability that you would offer during spikes in volumes in terms of server space. How many years of experience do you have in this field?

25. **Organizational Chart/Escalation Matrix**
   Please provide your Organizational Chart and detailed escalation matrix

26. **Financial details**
   Please provide last three years audited balance sheets and P & L statements

27. **Management structure**
   Please provide the internal operations management structure which would manage this outsourced process for HLF PPT

28. **Applicable licenses**
   Please provide the relevant licenses required for operations

29. **References**
   Provide at least THREE references from your existing client.
   
   Name, Designation, email ID and contact number