

HINDUSTAN LATEX FAMILY PLANNING PROMOTION TRUST
B-14A, 2nd Floor, Sector 62, Noida, Gautam Buddha Nagar,
Uttar Pradesh - 201307

Request for Proposal (RFP) for engaging a Consultant/Agency to provide comprehensive support, maintain proactive follow-ups, and advocate effectively with clients for various projects and to explore new business opportunities.

Disclaimer:

This Request for Proposal (RFP) document contains statements derived from information believed to be true and reliable as of the date of acquisition. The RFP document does not constitute a recommendation, offer, or invitation to enter into a contract, agreement, or any other arrangement regarding the services. The provision of the services is subject to adherence to the selection process and the agreement upon appropriate documentation between HLPPT and any successful Bidder, as identified by HLPPT following the completion of the selection process outlined in this document. No contractual obligation shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of HLPPT and the Bidder. The purpose of this RFP is to furnish the Bidder(s) with information to aid in the formulation of their proposals. This RFP does not assert to contain all the information that each Bidder may require. HLPPT makes no representation, warranty, and assumes no liability under any law, statute, rules, or regulations for the accuracy, reliability, or completeness of this RFP. HLPPT may, at its absolute discretion and without any obligation to do so, update, amend, or supplement the information in this RFP.

Introduction:

HLPPT is a Not-For-Profit Trust promoted by HLL Lifecare Limited, a Government of India Enterprise under the Ministry of Health & Family Welfare. It is entrusted with the responsibility of supporting, planning, and implementing healthcare programs/projects across the country. Founded in 1992, HLPPT is registered under the Travancore-Cochin Literary, Scientific, and Charitable Societies Registration Act, 1955.

Purpose:

HLPPT is engaged in the implementation of various projects in the fields of healthcare, skill development etc., partnering with State Governments, Public Sector Undertakings (PSUs), and Corporate entities, among others. Our strong and positive relationships with stakeholders have typically facilitated the timely completion of projects with corresponding payments. Nevertheless, there have been notable cases where outstanding payments persist.

HLPPT invites application for engaging seasoned consultants/agencies based in different geographies and demographics with expertise to provide comprehensive support, maintain proactive follow-ups, and advocate effectively with State/Central Government departments and other clients for various projects and to explore new business opportunities.

Detailed terms and conditions for this consultancy opportunity are provided below:

Terms and conditions

1. The bidder eligible for participation encompasses a wide range of entities including individuals, Associations of Persons (AOPs), Societies, Trusts, Partnership firms, and companies incorporated under the laws of India.
2. Under no circumstances is any agency permitted to submit more than one bid, whether jointly or separately. Violation of this rule will lead to disqualification of all bids in which the agency has taken part.
3. All costs associated with the preparation and submission of bids are the responsibility of the bidder.
4. HLPPT retains the authority to accept, reject, or choose one or multiple agencies. Additionally, the organization reserves the right to annul the bidding process or reject any and all bids before awarding a contract. This action is undertaken without incurring any liability to the impacted bidder.
5. HLPPT will provide details of stakeholders and outstanding matters upon signing the Service Level Agreement (SLA) with the selected agency. In the event of delays or disruptions during activity implementation or execution as per signed SLA, penalties will be imposed.
6. Execution of SLA

The Successful Bidder is obligated to enter into a comprehensive Service Level Agreement (SLA) with HLPPT. This agreement will encompass all the stipulations and provisions outlined in this Request for Proposal (RFP), encompassing confidentiality, non-disclosure, and penalty clauses. Any other clauses deemed relevant or mandated by HLPPT will also be included.

7. HLFPPT retains the following rights:
- a. The prerogative to reject any and all responses received in reply to the RFP.
 - b. The authority to waive, alter, or address any formalities, discrepancies, or inconsistencies within proposals.
 - c. The capability to seek clarification on any facet of a proposal from any potential bidder(s).
 - d. The option to extend the submission deadline for all proposals.
 - e. The discretion to choose the most responsive bidder in cases where no bidder completely meets the eligibility criteria.
 - f. The ability to opt for the next most responsive bidder if negotiations with the preferred bidder fail to result in an agreement within the prescribed timeframe.
 - g. The authorization to share information and clarifications provided by any bidder in response to the RFP with other bidders or relevant parties, using any suitable means.
 - h. The right to cancel the RFP or tender at any stage, without being obligated to provide a reason for the decision.
 - i. Additionally, HLPPT reserves the right to conduct interviews with personnel designated for deployment on the project.
8. Evaluation of bids will be carried out by a competent committee from HLPPT. The management of HLPPT reserves the right to adjust (increase or decrease) numbers or units at its sole discretion and based on project requirements.

9. Confidentiality

This document is intended exclusively for use by organizations interested in participating in the RFP process. It is subject to Copyright Laws in its entirety. HLPPT expects both the Bidder and any representative acting on their behalf to strictly adhere to the instructions outlined in the document and uphold the confidentiality of the information contained within. Any misuse of the information within the document will render the recipient accountable, potentially resulting in prosecution by HLPPT if such circumstances come to the organization's attention. The issuance of this RFP document automatically subjects the recipient to its confidentiality clauses.

10. Obligation of selected Agency/Bidder/Consultant

- a. The Consultant shall diligently and efficiently execute the Services, adhering to established professional standards and best practices, while practicing prudent management techniques. At all times, the Consultant shall serve as a faithful advisor to HLPPT concerning matters related to this Contract and the Services, actively safeguarding HLPPT's lawful interests in interactions with third parties.
- b. The Consultant shall engage and furnish appropriately qualified and experienced Experts as necessary to fulfil the Services within the agreed-upon timeframe as stipulated in the Service Level Agreement (SLA) with HLPPT.
- c. Furthermore, the Consultant shall execute the Services in strict accordance with the SLA and in compliance with Applicable Law. All reasonable measures shall be taken to ensure that any Experts enlisted by the Consultant adhere to the provisions of the Applicable Law.

11. Review of Services

- a. Regular updates on project progress must be provided to the reviewing authority and Top Management at HLPPT's level. The chosen bidder is also required to deliver presentations to HLPPT regarding the progress made. The frequency of these presentations should be stipulated and incorporated into the Service Level Agreement. However, the selected bidder should be prepared to provide such presentations on short notice as required.
- b. All stakeholders hold significant importance for HLPPT. The selected agency must handle interactions with stakeholders with utmost respect and professionalism, ensuring that HLPPT's reputation remains untarnished. The selected agency's responsibilities extend beyond recovering old dues; they should engage in re-developing relationships to cultivate new business opportunities with these stakeholders.
- c. HLPPT retains the right to terminate the contract based on performance without being obliged to provide a reason.

12. Payment

The agreement with the selected bidders will operate on a back-to-back basis.

13. Documents necessary for payment release include:
- a. Bill or invoice indicating the Permanent Account Number from the Income Tax Department.
 - b. Documentary evidence validating the deliverables as specified in the SLA/Work order.

14. The agency must submit the enclosed Annexure – 1 with proper sealing and signatures.

15. Technical evaluation of the agencies will be conducted according to the following criteria:

1	Experience with HLPPT/Govt. Agency/NGO/Development Sector	30
2.	Document submission a) Company Profile b) Experience certificates c) Available Infrastructure d) PAN Number/GST Number	30
3.	Clientele.	20
4.	Any other criteria as per discretion of Management.	20

The agency is required to submit the Technical bid according to the details provided in the table above.

16. The evaluation of the RFP will be conducted solely based on the substantial information, credentials, and documentary evidence presented by the agencies.
17. HLPPT Management retains the prerogative to allocate the work to multiple agencies if the situation demands.
18. The agency is obliged to submit their offer in sealed envelopes, clearly labeled as Proposal for “Engaging a Consultant/Agency to provide comprehensive support, maintain proactive follow-ups, and advocate effectively with clients for various projects and to explore new business

opportunities

19. **All bids must be delivered by 5:00 pm on 22nd August'2023 to the following address:**

**Manager – Administration
Hindustan Latex Family Planning Promotion Trust (HLFPPT)
B-14A, 2nd Floor, Sector 62, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201307
Ph. 0120 – 4231060/61/62**

20. Agencies are prohibited from subcontracting any part or the entirety of the assigned work. In the event of such subcontracting, HLPPT reserves the right to terminate the contract with the agency.
21. The rates provided by the agency should encompass all applicable taxes and charges. The financial bid must be aligned with the format specified in Annexure-3: Financial Bid Format.
22. The quoted rate by the agency shall remain valid for a duration of 01 year from the contract award date.
23. HLPPT reserves the possibility of empaneling multiple agencies or consultants that meet the empanelment criteria.
24. Inadequate information, technical and financial bids that fail to meet eligibility criteria, or those received after the specified closing date and time will not be considered under any circumstances.
25. The technical bid must be endorsed with the agency's signature and stamp on all pages, including adherence to the terms and conditions outlined in the RFP.
26. Agencies are also required to submit duly signed and stamped undertakings, as detailed in Annexure-4 & 5.

27. Termination

Termination of the contract may occur in case of any breach of the clauses stipulated in this RFP and as per provisions set up below:

- a. Failure to Remedy: If the selected agency/bidder fails to rectify a breach in the performance of their obligations as specified in the RFP or the SLA signed between HLPPT and the selected agency/bidder.
- b. Financial Distress: If the Successful Bidder becomes insolvent, declares bankruptcy, enters into agreements with creditors for debt relief, utilizes any debtor-friendly laws, enters liquidation, or undergoes receivership, whether by compulsion or voluntarily.
- c. Force Majeure: In the event that, due to Force Majeure, the Successful Bidder is unable to execute a substantial portion of the Services for a period exceeding sixty (60) days.
- d. HLPPT's Discretion: If, at HLPPT's sole discretion, and for any reason whatsoever, HLPPT decides to terminate this Contract.
- e. Furthermore, should HLPPT determine that the selected agency/bidder has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the competitive bidding process or contract execution, HLPPT reserves the right to terminate the Consultant's engagement under the Contract after providing fifteen (15) calendar days of written notice to the Consultant?

28. HLPPT retains the authority to cancel the bid at any time without prior notification

29. Indemnification

All prospective applicants/bidders responding to this Request for Proposal (RFP) shall wholeheartedly and irrevocably commit to indemnify and protect HLPPT, along with its Directors, officers, employees, and representatives, against any and all charges, costs, losses, claims, demands, liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, actions, whether financial or otherwise, whether at law or in equity. This encompasses all expenses incurred in the defence against any liability claims brought forth by third parties. This commitment is absolute and unconditional.

This indemnification shall be applicable in the following situations:

- a. Breach, misconduct, or omissions.
- b. Negligence on the part of the Agency/bidder/participants, its Directors, or employees in the execution of the services, which includes claims arising from improper or unlawful use, adoption, invasion, or infringement of copyright or intellectual property rights.
- c. Consequences resulting from any commitment (financial or professional) made by the bidder to any stakeholder without the knowledge or approval of HLPPT.

30. Force Majeure

- a. For the purposes of this clause, "Force Majeure" refers to events beyond the bidder's control, caused by acts of God, wars, insurrections, riots, earthquakes, and fires. These events are not foreseeable and do not include any fault, negligence, or carelessness on the part of the bidder.
- b. In the event of such a Force Majeure, the bidder is required to promptly inform HLPPT in writing within three calendar days, detailing the circumstances and cause. Unless otherwise directed by HLPPT, the bidder must continue to fulfill their other obligations as far as reasonably possible and explore reasonable alternative means for performance affected by the Force Majeure event.
- c. In such cases, the performance timeline will be extended by a period not less than the duration of the delay. If the delay extends beyond three months, HLPPT and the bidder shall engage in consultations to find a solution. Nevertheless, the decision of HLPPT will be considered final and binding.

By submitting our bid, we affirm our agreement to and compliance with all the aforementioned terms and conditions, including the validity of our offer. We also commit to maintaining the utmost confidentiality of the provided data.

Annexure- 1
Technical Bid Format – B (To be filled, sign & stamp by Agency)

A.

S.No.	Particulars	Remarks	Work Experience
1	Experience with HLPPT/Govt. Agency/NGO/ Development Sector	YES/NO	

B.

S.No.	Technical Qualification – Documents Submission	Remarks (Yes/No)
1	Authorization Letter to Sign the Proposal/RFP	
2	Copy of Valid Registration Certificate (As applicable) <ul style="list-style-type: none"> ● Copy of Certificate of Incorporation ● Copy of Registered Partnership Deed ● Copy of LLP Agreement 	
3	Copy of GST Registration Certificate in the name of registered owner	
4	Copy of PAN or Income Tax Certificate in the name of registered owner	
5	Signed & stamped copy of all the documents including RFP	

C.

S.No	Particulars	Top 05 Client List
1	Clientele List	

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Annexure- 2 Technical Bid Format

	SPECIFICATION (TECHNICAL)	AGENCY'S REPOSE (Agreed /Disagreed)
1.	Details of Stakeholders/Outstanding will be provided by HLPPT to the selective bidder	
2.	Past experience of the agency in similar activities, as listed in this RFP. Please give details or provide list of clients to whom similar goods have been supplied.	
3.	Management reserves the right to award the contract to more than one agency (On the basis of quality consideration/experience of the agency) in addition to rates parameters.	
4.	Constitution of the agency whether Proprietor ship/Partnership/Company. Give details of Proprietor/Partner/Directors.	
5.	For how many years the agency is engaged in similar line of activities.	
6.	Penalty clauses will apply as per the company's policy, as per terms of the Service Level Agreement. The decision of the HLPPT/Project Management shall be final and binding in this regard.	
7.	The final price will remain valid for minimum One Year from the award of the contract.	

Please Note:-

- 1. Form must be completed in all respects; incomplete forms may liable to be rejected.**
- 2. The form must be duly signed and sealed by the Authorized signatory**
- 3. The form must be submitted on or before due date and time.**

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Annexure-3: Financial Bid Format

I am submitting below the lowest quotation for the above after understanding completely the technical specifications and other terms and conditions of the RFP.

SPECIFICATIONS (FINANCIAL)	
1.	Rates of all items should be inclusive of all taxes, duties and service charges.
2.	No other charges will be payable
3.	TDS as applicable will deduced as per Income Tax Act, 1961
4.	Payment will be made through cheque / NEFT/ RTGS.
5.	Payment shall be made within 45 days after submission of original invoice & satisfactory services.
6.	Penalty clauses will apply as per the company's policy, as per terms of the award of contract: the decision of the HLPPT/Project Management shall be final and binding in this regard.

Annexure -4

Undertaking from Vendor

On Rs.10/- stamp paper

This has reference to the RFP datedIn response to the RFP, we have submitted our technical & financial bids on _____ at your office In connection with the above bids, we hereby declare as under:-

1. That we are neither related to any of your Trustees, Officers and other employees nor do we have any financial, commercial or other interests with any of the above persons in any capacity whatsoever.
2. That we have submitted the bids in the name of M/S..... and declare that no other bids have been submitted by us in the name of any other firms/companies/proprietors/individuals which comes under the same management and related parties.
3. We undertake that:
 - a) All information furnish by us in respect of fulfilment of eligibility criteria and qualification information of the Bid is complete, correct and true.
 - b) All copy of documents, credentials and documents submitted along with this Bid and genuine, authentic, true and valid.
4. We undertakes that:-
 - a) We are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
 - b) We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India/Public Sector Undertaking/ any Regulatory Authorities/ Multilateral Funding agency in India for any kind of fraudulent activities.
5. We hereby undertakes that If any information and document submitted is found to be false/incorrect or we violate any declaration at any stage of contract, HLPPT has right to cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and banning of our firm etc.

Name & Signature of Authorized Signatory
Name & Seal of the Firm/ Agency
Address:
Telephone/ Fax

Authorization to sign documents pertaining to bid submission against RFP no:

[To be given on agency/firm/company on Rs.10 stamp paper]

It is certified that we M/s having registered office at
..... are submitting a bid proposal
against RFP No. for empanelment for
..... In this connection
Mr./Ms..... working with our company as has been authorized to sign bid
proposal documents or any other documents related to this bid submission. We, (name of company)..... are fully
liable of the consequences arising by the act of signing bid documents by Mr./Ms.....

Signature

Name of Signatory

Name & Signature of Authorized Signatory
Name & Seal of the Firm/ Agency
Address:
Telephone/ Fax