

# HLFPPT - A 100% entity of HLL Lifecare Limited (a Government of India enterprise)

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RFP Ref. No. HLLHLFPPT/NHAI/Printing&Sty/2024-25/007

Date: 01.12.2024

## **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 **Hindustan Latex Family Planning Promotion Trust [HLFPPT]** (hereinafter referred to as "Procuring Entity") and any successful Bidder (hereinafter referred to as "Bidder"), as identified by Procuring entity 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 Procuring entity and the Bidder. The purpose of this RFP is to furnish the Bidder(s) with information to aid in the formulation of their Bids. This RFP does not assert to contain all the information that each Bidder may require. Procuring entity makes no representation, warranty, and assumes no liability under any law, statute, rules, or regulations for the accuracy, reliability, or completeness of this RFP. Procuring entity may, at its absolute discretion and without any obligation to do so, update, amend, or supplement the information in this RFP.

Procuring Entity will not be responsible for any delay in receiving the bids. The issue of this RFP does not imply that Procuring entity is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the services and Procuring entity reserves the right to accept/reject any or all of Bids submitted in response to RFP document at any stage without assigning any reasons whatsoever. Procuring Entity also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted bids.

Procuring Entity reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website (<https://www.hllhfppt.com/RFP>) only.

## **Request for Proposal (RFP)**

HLFPPT, a 100% entity of HLL Lifecare Limited (a Government of India Enterprise) will be implementing various projects, under a five-year agreement between the National Highways Authority of India (NHAI) and HLL Lifecare Limited.

Under an agreement with NHAI, the Procurement Entity will conduct training sessions for NHAI toll plaza and IMS staff across the country. The training will be organized in batches of approximately 30 participants, though the number may vary. This program will cover all toll plazas on National Highways on a PAN India basis.

This Request for Proposal (RFP) invites bids from experienced vendors/Contractors'/Firms/ Proprietorships/companies/parties for empanelment to supply printing materials and stationery kits to various locations as specified by the procurement entity. Deliveries will be required on a weekly, fortnightly, or monthly schedule, as per the shared details.

## 1. Activity Schedule

Sl. No.	Event/Activity	Details
1	RFP Ref. with date	RFP Ref. No. HLLHLPPT/NHAI/Printing&Sty/2024-25/007 Date- 01.12.2024
2	RFP Release Date	01.12.2024
3.	Submission of Pre-bid queries and participants detail for pre-bid meeting	All queries related to this document to be sent on 04.12.2024 by 6:30PM at <a href="mailto:info@hllhlppt.com">info@hllhlppt.com</a>
4	Pre-bid meeting (maximum two representative from each bidder)	05.12.2024 at 4:00PM address given below
5	Address for communication/submission Pre-Bid Meeting/opening of Bids	Hindustan Latex Family Planning Promotion Trust B-14A, 2 <sup>nd</sup> Floor, Noida Sector-62, Gautam Buddha Nagar-201307 Uttar Pradesh
6	Earnest Money Deposit	INR <u>50,000</u> - Rupees Fifty Thousand Only (by way of -DD/FDR) EMD exemption will be given for Micro and Small Enterprises as defined in MSME Procurement Policy issued by the Department of MSME or are registered with the Central Purchase Procuring agency or the concerned Ministry or Department. Bidders should submit relevant MSME/NSIC certificate in the envelope as mentioned in this RFP document
7	Mode of Submission	Agency to submit Proposal mentioning - Technical Proposal for Engaging Agency for providing Printing & Stationery services at different locations on PAN India basis
8	Last Date & Time for submission of Bids	10.12.2024 by 6:30PM
<ul style="list-style-type: none"> <li>Any change to the Activity Schedule will be notified through website (<a href="https://www.hllhlppt.com/RFP">https://www.hllhlppt.com/RFP</a>) only</li> <li>In case the date of an event like last date for submission of bids, opening of bids etc. are declared as holiday in Noida, the respective date shall be treated as postponed to the next working day.</li> <li>Procuring Entity reserves the right to accept or reject any or all Bids or change the terms and conditions of RFP or cancel the RFP without assigning any reasons at any stage and time.</li> <li>No contractual obligation whatsoever shall arise from the RFP document/process unless and until a formal contract is signed and executed between Procuring Entity and the selected bidder.</li> <li>Procuring Entity disclaims any factual or other errors in the RFP document (the onus is purely on each Bidders to verify such information) and the information provided therein are intended only to help the Bidders to prepare a bid in accordance with the terms and conditions as set out in this RFP document/process.</li> </ul>		

- Bidder's representatives should bring their company I-cards for Pre-Bid Meeting and any other meeting connected with this RFP. Only a maximum of two authorized representatives from each bidder will be allowed to attend Pre-bid meeting and the authorized representative must attend the pre-bid meeting without fail.
- **Clarifications of RFP Document**
  - A prospective bidder requiring any clarification regarding terms & conditions, scope of work etc. given in the RFP documents may submit written request for clarifications on email [info@hllhfppt.com](mailto:info@hllhfppt.com) within 7 (seven) days from the date of RFP publication.
  - All the Bidders will be notified of response to clarifications only through the website (<https://www.hllhfppt.com/RFP>). Any Bidder who has downloaded the RFP document should watch for clarifications, if any, issued on the website. Procuring Entity will not issue separate communication to them.
  - The Procuring Entity shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on the website (<https://www.hllhfppt.com/RFP>).
- **Pre-bid meeting**
  - In order to provide response to any doubt regarding terms and conditions, scope of work and any other matter given in the RFP document, a pre-bid meeting is being scheduled to be held in the office of Procuring Entity as per details given hereunder:

<b>Date &amp; Time:</b>	05.12.2024 at 4:00PM address given below
<b>Venue:</b>	HLFPPT B-14A, 2 <sup>nd</sup> Floor, Noida Sector-62 Gautam Buddha Nagar-201307, Uttar Pradesh
<b>Contact Details:</b>	T: +0120-4673600

- The pre-bid queries should be submitted in the format specified below to be considered for response:

SN	Page No	Section in RFP	Point number within section	Text provided in RFP	Clarification sought with justification, if any

- During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall clarify and will be asked to submit their written request as specified above.
- Bidder's representatives should bring their company I-cards for Pre-Bid Meeting and any other meeting connected with this RFP. Only a maximum of two authorized representatives from each bidder will be allowed to attend Pre-bid meeting and the authorized representative must attend the pre-bid meeting without fail.
- **Amendments to RFP Document**
  - At any time prior to the deadline for submission of Bids, the Procuring Entity may, for any reason deemed fit by it, modify the RFP by issuing suitable amendment(s) to it.

- To afford the bidders a reasonable time for taking the amendments into account, or for any other reason, the Procuring Entity may at its discretion extend the Bid submission date.

## **2. SCOPE OF WORK**

- 2.1 The bidder will be responsible for producing and implementing any printing work as given by the procurement agency not limited to brochures, training modules, pamphlets, attendance register, sheets, annual reports, booklets, magazines, calendars, pamphlets, banner etc.
- 2.2 Printer selected for the job will ensure printing and dispatch of the materials strictly in accordance with the time schedule/training calendar (weekly/fortnightly/monthly shared by Procurement entity) and other terms and conditions as specified by the Procurement entity in its Work Order.
- 2.3 The printer will be responsible for the timely collection of any material/information required related to the work and adhere to the timeline of the work provided.
- 2.4 The printer should be able to deliver on Saturday/ Sunday and even holidays where the Procurement Entity may require the services on urgent basis at any part of India.
- 2.4 The Printer will arrange packing of material as per dispatch list of provided by the Procurement Entity as specified in individual work order. No charges on any account towards delivery will be made to printer.
- 2.5 The quality of printing and the paper used should be of high quality and the printer is required to seek approval for the same before starting the work. For any deficiency in quality of printing and paper used will lead to cancellation of that order, and no payment to this effect shall be made to the agency by the Procurement Entity for such supply and the vendor would be required to provide the corrected printed items in agreed paper at no extra cost.

## **3. General Conditions**

- 3.1 The agency can be an individual/HUF/Association of Persons (AOP)/Society/Trust/ Partnership firm/company incorporated under the laws of India.
- 3.2 This RFP is not an Agreement and neither an offer nor invitation by the Procurement Entity to the prospective Applicant or any other person.
- 3.3 No agency shall be entitled to submit more than one bid whether jointly or severally. If one does so, all bids wherein the agency has participated shall stand disqualified.
- 3.4 The agency shall bear all costs associated with the preparation and submission of bid.
- 3.5 The agency must have PAN (Permanent Account Number) and registered with GST and the document for the same is to be attached.
- 3.6 The agency to provide the details of infrastructure available with them for executing the printing requirement for both offset printing and digital printing.
- 3.7 The procurement entity reserves the right to inspect/ visit the agency office to assess the printing infrastructure etc.
- 3.8 The period of the empanelment contract shall be for a period of one year with a provision of extension, subject to performance of the selected agencies.
- 3.9 The procurement entity reserves the right to accept /reject/ select one or more than one agency and to annul the bidding process any or all bids at any time prior to award of contract without thereby incurring any liability to the affected agency.
- 3.10 The Procurement Entity reserves the right to cancel the empanelment contract based on performance without assigning any reason thereof.

- 3.11 Evaluation of the bids will be done by competent committee constituted by the Procurement Entity.
- 3.12 The Stationery items should be printed as per approved artwork shared by the Procurement Entity time to time as per projects requirement. In the event of award of contract, the agency shall be able to supply the Stationery items as per schedule mentioned in the work order issued by the Procurement Entity.
- 3.13 The bidder should not be blacklisted by any Central Government/State Government/PSU/ NGO/Health Organization or any other organization. An undertaking to this effect to be provided as per Annexure-B of the document.

#### **4. Bid Process:**

##### **4.1 Eligible Bidders:**

- 4.1.1 Bidders can be a vendor/contractor/firms/proprietorships/cooperative society/ company and shall require to provide documentary evidence such as certificate registered under the Indian Companies Laws or a society registered under Societies Registration Act, 1860 or any other Indian law for registration of societies, a registered trust under Indian Trusts Act, 1882 or any other Indian law for registration of public trust or a sole proprietorship or partnership registered under the relevant laws of incorporation unless otherwise specified by the State.
- 4.1.2 The bidder would be required to submit the documentary evidence showcasing their experience in providing/suppling Printing services in different locations on PAN India basis. Copies of work order to this effect to be enclosed.

##### **5. Number of Bids:**

No Bidder shall submit more than one Bid under the RFP. A Bidder bidding shall not be entitled to submit another Bid either individually or as a member of any Bidder.

##### **6. Right to reject any or all Bids:**

- 6.1 Notwithstanding anything contained in this RFP, the Procuring Entity reserves the right to accept or reject any Bid and to annul the selection process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 6.2 Without prejudice to the generality of above, the Procuring Entity reserves the right to reject any Bid if:
  - at any time, a material misrepresentation is made or discovered, or
  - The Bidder does not provide, within the time specified by the Procurement Entity, the supplemental information sought by the Procuring Entity for evaluation of the Bid.
- 6.3 Such misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the highest-ranking Bidder gets disqualified/ rejected, then the Procuring Entity reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Procurement Entity, including annulment of the Selection Process.

##### **7. Bid Preparation & Submission:**

The bidder is required to submit their technical proposal consisting of all documentary evidence as mentioned/specified in this RFP showcasing their experience & capabilities to handling the printing & supply of stationery items as per requirement on PAN India basis.

## 7.1 Proposal Preparation Guidelines

The "Proposal" must include all technical and compliance-related document. The following documents should be submitted duly signed and stamped:

RFP	All pages to be signed and stamped by the authorized signatory, acknowledging acceptance of terms and conditions.
Document	As per Eligibility Criteria given in the RFP Document
Undertaking	Declaration on company letter head affirming that the bidder has not been blacklisted by any government entity/agency/PSU/NGO/ Organization as per "Annexure B". A declaration from bidder to be printed on stamp paper of value of Rs.100/- as per "Annexure B" along with RFP document stating that the rates quoted by bidder are valid and binding upon us for the entire period of Contract without which tender is liable to reject.
Authorization	An authorization letter on stamp paper of value of Rs.10/- in favor of the officer authorized to sign the tender document on behalf of the bidder as per "Annexure C".

**Note:** Under no circumstances should price details be included or implied in the technical bid. If any price-related information is found in the technical bid, the bid will be disqualified.

## 7.2 Financial Bid

The bidder who will be found technically qualified will be empaneled for printing work & supply of stationery items as per approved design, specifications, quality and numbers. The financials from the qualified bidders shall be called for separately.

## 7.3 Bid Validity

- Bids must remain valid for a period of \*not less than 90 days\* from the bid submission deadline specified in the RFP document.
- Any bid with a validity period shorter than 90 days shall be considered \*non-responsive\* and will be rejected.

## 7.4 Extension of Bid Validity

- In the event that the validity period expires on or after a holiday or a closed day for the Procuring Entity, the bid validity period shall automatically extend to the next working day.
- In exceptional cases, the Procuring Entity may request, in writing or electronically, for bidders to extend the validity period for a specified additional period. Bidders can accept or reject this request. If a bidder agrees to extend the validity period, \*no modifications to the bid will be permitted\* during the extended validity period.

**Important Note: Failure to comply with the above instructions or the inclusion of price details in the technical bid will result in the disqualification of the bid.**

## 7.5 Late bids

- The Procuring Entity's officer authorized to receive the bids shall not receive any Bids that is submitted after the time and date fixed for submission of Bids under any circumstances.

## 8. Project Duration:

The project duration would be for a period of one year from the date of issue of Letter of Award (LOA). However, the procurement entity reserves the right to extend the validity of contract on mutual discussion, agreed terms & conditions.

## 9. Eligibility Criteria

9.1 The eligibility criteria for a Bidder to qualify for technical Bid evaluation are listed below:

Sl. No.	Qualification Criteria	Documentary Evidence
1	Bidder should be any legal or other entity including a company registered in India under the Indian Companies Laws or a society registered under Societies Registration Act, 1860 or any other Indian law for registration of societies, a registered trust under Indian Trusts Act, 1882 or any other Indian law for registration of public trust or a sole proprietorship or partnership registered under the relevant laws of incorporation unless otherwise specified by the State. All for-profit may also apply and provide copy of registration certificate.	<ul style="list-style-type: none"><li>• Self-attested copy of the certificate of registration under any other law applicable under the laws of India.</li><li>• PAN Card</li><li>• GST Registration Certificate</li><li>• MSME Registration Certificate (if applicable)</li><li>• In case of consortium, agreement duly notarized between two agencies to be submitted</li></ul>
2	The proposer should have experience, in printing of brochure, annual reports, magazines, stationery items like forms, ledgers, attendance registers, pamphlets, banners etc. on PAN India basis for reputed companies, NGOs, corporates, government institutions etc.	<ul style="list-style-type: none"><li>• Copy of the relevant Work order / Contract agreement clearly highlighting the Scope of Work</li><li>• Client's Certificate on satisfactory completion and/or satisfactory progress report of project, If available.</li></ul>
3	The bidder should have a Positive Net Worth in the last Three (3) Financial Years (i.e. 2020-21, 2021-22 & 2022-23)  However, in case of nonprofit organizations may have negative net worth.	Certificate from Statutory Auditor & Audited financial statements shall be submitted by the Proposer for the stated financial years.
4	Bidder should have necessary infrastructure for printing such as (hardware & Software) and should be in possession of required machinery/accessories/ other facilities required for carrying out the jobs	<ul style="list-style-type: none"><li>• Details of Printing Machinery, equipment available.</li><li>• Organization's Profile: A description of the organization's history, mission, and relevant experience.</li></ul>
5	Bidder should not be blacklisted by any Government/PSU/Organization as on the date of submission of the Bid	Letter signed by Authorized Signatory of the company as per the Annexure "C" on Company Letterhead
6	Bidder must not have any pending suits/enquiry/ investigation against the Proposer in	Undertaking to be submitted on official letter head

	any court of law, legal authority, paralegal authority.	
7	Bidder shall declare all ongoing litigations, if any.	Self-Declaration on official Letter Head

## 10. Technical Evaluation:

- 10.1 All bids received by the stated closing date will be evaluated and ranked by the procurement committee / competent authority, accordingly to the conditions described in the qualification criteria.
- 10.2 If required, Procuring Entity may seek specific clarifications from any or all Bidder(s) at this stage. After the technical evaluation each Bid will be given a technical mark as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Technical Evaluation Matrix				
SN	Particulars	Allocation of marks		Weightage for Marks
<b>Scoring of Technical Proposals (Desk Review), TS1</b>				
1.	Experience in similar nature of work, in any three years of the last five Financial Years (2018-19, 2019-20, 2020-21, 2021-22 & 022-23).	(a) Minimum 02 project	15 marks	<b>25 marks (max)</b>
		(b) > 02 project, <= 04 project	20 marks	
		(c) > 4 Project	25 marks	
2.	The bidder should have an average annual financial turnover INR 50 lakh	(a) INR 50 lakhs - 15 marks (b) INR 50 lakh to INR 01 Crore- 20 marks (c) INR-1 crore to INR-3 crore- 25 marks (d) More than INR 3 crores – 30 marks	30 marks	<b>30 marks (max)</b>
3.	Organization's Profile: A description of the organization's history, mission, and relevant experience.			<b>20 marks</b>
4.	Details of Infrastructure available (Hardware & Software) for all types of printing. Documentary evidence to be provided for the infrastructure available.			<b>25 marks</b>
<b>Total Marks</b>				<b>100 Marks</b>

## 11. Selection Process

11. The outlined selection process provides a structured framework for evaluating proposals and selecting a Bidder; however, it is essential to recognize that these procedures are subject to potential revisions and adjustments. The Procuring Entity reserves the right to modify the selection process as necessary to address unforeseen circumstances or to better align with the evolving needs and priorities of the campaign. Additionally, it is important to emphasize that the ultimate decision



regarding Bidder selection rests solely with the Procurement entity, and the decision is final. While transparency and fairness will guide the selection process, the organization retains discretion in determining the most suitable candidate for the project.

**11.1 Shortlisting of eligible Bidders for further consideration or interviews:** Following the initial evaluation, procurement entity reserves the right for calling the deficient documents from the bidders. And based on final document submission, final shortlisting of technical qualified bidder will be done.

**11.2 Financial Bid Opening:** The bidder who will be technically qualified after desk review, will only be considered for Opening of Financial Bid.

## **12 Payment Terms**

12.1 The bidder to submit the bills on monthly basis. All the bills should be duly supported by the authorized representative of the Procurement Entity.

12.2 On receipt of bills duly verified by the Procurement Entity, payment will be made to the agency within 30 days from the date of receipt of bills through digital transfer i.e. NEFT/RTGS etc.

12.3 The payment will be made after due statutory deduction, if applicable.

## **13. Penalty**

13.1 The quality of printing and paper quality should be of good quality and as per design, specifications shared by the Procurement Entity in its Work Order. Any deviation in design, specification, quality of paper will lead replacement by the agency of such printing items with no extra cost; repetition of such acts, will lead to cancellation of contract.

13.2 The printing material should be packed in perfection. If because of packaging any material got damaged, the same shall be replaced by the agency at his own cost.

13.3 If the bidder failed to provide the printing items as per design, specifications, time lines mentioned in the Work Order, the penalty @ Rs.500/- per day delay will be levied on the agency.

## **14. MSME Registration:**

14.1 The bidders participating as Micro/Small Enterprises (MSE) shall submit an Undertaking in the prescribed format (Annexure-F) given in Bid Document declaring the status of their firm under the provisions of Micro and Small Enterprises along with a copy of the document/ certificate issued by any of the Authority mentioned below:

- i. District Industries Centres
- ii. Khadi and Village Industries Commission
- iii. Khadi and Village Industries Board
- iv. Coir Board
- v. National Small Industries Corporation (NSIC)
- vi. Directorate of Handicrafts and Handloom
- vii. MSEs registered under Udyam Registration (UR) portal
- viii. Any other Body specified by Ministry of Micro, Small and Medium Enterprises.

14.2 The registration certificate submitted by MSEs issued from any one of the above agencies must be valid as on close date of the tender. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

14.3 MSEs Bidders are exempted from payment of Earnest Money Deposit (EMD).

## **15. Termination**

- 15.1 The procurement agency without prejudice to any other remedy and rights, reserves the right to cancel/terminate the Work Order/SLA in whole or in part by giving at least seven days prior written notice thereof in case Bidder fails to honor his bid/work contract/SLA or found guilty for breach of condition (s) of the tender document/work order/SLA or negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such bidder or by its employees, staff, agents, representatives etc., or by any other person directly or indirectly employed by him.
- 15.2 In such case of termination, the procurement entity will have the right to put in place any other agency for carrying out the remaining work. Any extra expenditure shall be adjusted from Bank Guarantee/Security Deposit and/or shall be recovered from the Bidder.
- 15.3 The Procurement entity also reserves the right to cancel/terminate the tender/work order/SLA in whole or in a part for its convenience at any time for any reasons, by giving the Bidder at least seven days prior notice thereof. However, the notice period may be extended by mutual agreement till alternative arrangements are made.
- 15.4 Further, any pending or unresolved service, function, task, performance, unpaid fees and any other remedies shall continue by the parties during the period of termination notice and the same must be satisfied before the tender/work order/SLA is cancelled/terminated.
- 15.5 In such cancellation/termination of the tender/work order/SLA or curtailment of the work by the Procurement entity, the bidder shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived by it from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation/damage for the loss suffered by him by reasons of cancellation/termination of the tender/work order/SLA and of any alterations having been made by the Procurement entity in the organization specification or the designs and instructions which shall involve any curtailment of the work contemplated. However, the procurement entity shall pay the Bidder such portions of the work as are due and properly invoiced under the provisions for final payment for work performed prior to termination. In no event, shall the total payments made to the bidder exceed the contract price.

## **16. Arbitration:**

- 16.1 If the parties file to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the service procuring agency or the service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided.
- 16.2 The applicable arbitration procedure will be as per the Arbitration and Conciliation Act 1996 as amended from time to time. In that event, the dispute or difference shall be referred to the sole arbitration of an officer as the arbitrator to be appointed with mutual consent from the "SAROD" (Society for Affordable Redressal of Disputes) panel.
- 16.3 Work under the RFP shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Service Procuring Agency shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- 16.4 The venue of arbitration shall be the place from where the RFP has been issued.

## **17. Force Majeure:**

### **17.1 Definition**

- a. For the purposes of this RFP, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood, or other natural disaster or adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts, or other industrial actions of the Party are within the power of the Party invoking Force Majeure to prevent), or mechanical, electronic or communication failure, confiscation or any other action by Government Agencies.
- b. "Force Majeure" shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (a) take into account at the time of the conclusion of this RFP and (b) avoid or overcome in the carrying out of its obligations hereunder.
- c. "Force Majeure" shall not include insufficiency of funds or failure to make any payment required hereunder.
- d. Bidder shall not be in default in the performance of its obligation under this RFP to the extent that its performance of any such obligation is prevented or delayed by a force majeure event.
- e. No Breach of RFP: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this RFP insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this RFP.
- f. Measure to be taken:
  - a) Party affected by an event of Force Majeure shall take all reasonable measures to ensure such Party's inability to fulfil its obligations hereunder with a minimum of delay.
  - b) Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
  - c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

## **18. Conflict of Interest**

- 18.1 The Bidder will warrant that, to the best of its knowledge after making diligent enquiry, at the date of signing of contract no conflict of interest exists nor is likely to arise in the performance of its obligations under the contract. A bidder shall not have a conflict of interest that may affect the evaluation process. Any bidder found to have a conflict of interest shall be disqualified. Bidder to require to provide undertaking to this effect as Annexure-B of this RFP.

## Annexure-A

### Descriptions of printing work

Sl. No	Particular	Details
1	Formats Printing	Actual size, no of pages, specifications will be shared at later stage.
2	Training Modules/Manuals	Actual size, no of pages, specifications will be shared at later stage.
3	Kit Containing of a) Pencil b) Sharpener c) Eraser d) Plastic button folder	

Note:-

- a) Per training batch of 30-35 participants will be there.
- b) Agency would be required to provide the printing formats, training manual and stationery items to the location shared with Work Order by the Procuring Entity.
- c) Training calendar on weekly/fortnightly/monthly basis shall be shared by the Procurement Entity through separate Work Orders.

## **Annexure- B**

### **Undertaking to be submitted by Bidder/Bidder/Tenderer (On stamp paper of Rs.100/-**

This has reference to the RFE no.-..... Dated ..... In response to the LOE, we have submitted our bid on at your office/or through email as well as in Hard version..... In connection with the above bids, we hereby declare as under: -

- i- 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/organization employee in any capacity whatsoever.
- ii- We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti- competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- iii- That we have submitted the bids in the name of M/s .....
- iv- 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.
- iv. We undertake that:
  - All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of the Bid is complete, correct and true.
  - All copies of documents, credentials and documents submitted along with this Bid and genuine, authentic, true and valid.
- v. We undertakes that:
  - 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.
  - 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.
- vi. We hereby undertake that If any information and document submitted is found to be false/incorrect or we violate any declaration at any stage of contract, the Procurement Entity 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.
- vii, We understand that Procurement Entity is not bound to accept any bid received against RFP and also has the right to reject all or any bid without assigning any reason or giving any explanation whatsoever.

Signature & Company Seal

**Annexure- C**

**Authorization to sign documents pertaining to bid submission against RFE no:  
[To be given on agency/firm/company on Company Letter Head Duly Signed & Stamped]**

It is certified that we M/s ..... having registered office at ..... are submitting a bid proposal against RFP No..... for the Selection for Implementing the Red Ribbon Campaign Program as per terms & conditions, guidelines, specification mentioned in the referred RFP document.

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 .....

Designation .....

Seal of Agency/Company/Firm .....

Note: If the agency is a company, certified copy of the extract of the Company's Board Resolution to this effect shall be required.

**ANNEXURE- D: BIDDER PROFILE**

<b>Sl. No</b>	<b>Details</b>	<b>Bidder Response</b>
1	<b>Company Background</b>	
	Name of the Company	
	Year of Incorporation	
	Type of the Company (Govt./PSU/Pub. Ltd./Pvt Ltd./LLP/Partner/Proprietor	
2	<b>Address</b>	
	Corporate Office (HQ)	
	Local Office in Delhi/NCR	
	GST Registration Number & Date of Registration	
	PAN Card Number	
3	<b>Authorized Contact Person</b>	
	Name	
	Designation	
	Telephone/Mobile Number	
	Email	
4	<b>Financial Parameters</b>	
	Business Results in last three years	Annual Turnover in Crores
	2022-23	
	2021-22	
	2020-21	
	Only participant company figures to be mentioned. Not to include group/subsidiary company figures	Mention the above amount in INR only

**Note :**        **Enclose copy of audited Balance Sheet along with enclosures.**

Authorized Signatory of Bidder:

Name :

Designation :

Date :

Place :

Seal of the Company :

**ANNEXURE –E: Bidder’s Experience**

Reference: RFP Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_

<b>Financial Year (Based on Purchase Order)</b>	<b>Name of the Client</b>	<b>Project details</b>	<b>Name, designation and contact details of representing the client for the purpose of reference</b>	<b>Order Value in Crores</b>

I certify that the above-mentioned information and the relevant Annexures and enclosures are true and correct.

(Please attach documentary evidence like PO copy, certificate from the customers etc.)

Authorized Signatory of Bidder:

Name :

Designation :

Date :

Place :

Seal of the Company :



## Annexure - F

### UNDERTAKING FOR BIDDERS WHO ARE REGISTERED AS MICRO/ SMALL ENTERPRISE

(This undertaking may be included in relevant section/part of Tender Document)

I /We confirm that the provisions of Micro and Small Enterprise are applicable to us and our Procuring agency falls under the definition of the following Category:

- i.  – Micro Enterprises
- ii.  – Small Enterprises

Please tick in the appropriate option box  and attach relevant documents/certificate issued by any of the Authority mentioned below as evidence to their applicability of Micro and Small Enterprises:

- i. District Industries Centres (DICs)
- ii. Khadi & Village Industries Commission (KVIC)
- iii. Khadi & Village Industries Board (KVIB)
- iv. Coir Board o National Small Industries Corporation (NSIC)
- v. Directorate of Handicrafts and Handloom
- vi. MSEs registered under Udyam Registration (UR) portal
- vii. Any other Body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME)

I/ We also undertake to inform the change in this status as aforesaid during the currency of the Contract, if any.

Dated \_\_\_\_\_

Signature of Bidder \_\_\_\_\_