

Short Tender Notice

**Selection of Agency for Printing & Supply,
of Hon'ble Chief Ministers message to
mothers of eligible students**

April- 2022

**Office of The Director, Director of Social Welfare Department
Government of A.P, Tadepalli, Amaravathi**

1. Invitation for Bidding

1.1. A request for proposal (TENDER) Notice:

The Director, Director of Social Welfare Department Government of A.P. seeks proposals from experienced agencies for participation in short tender for selection of “Agency for Designing, Printing & Supply of Hon’ble Chief Ministers message (Telugu) to all the districts” on Jagananna Vidya/Vasathi Deevena scheme. Delivery is in Offices of Joint Director/Deputy Director (SW) in all the districts.

1.2. Time schedule of various Tender related events:

Issue of Tender call Notice	01.04.2022
Bid Closing date and time	07.04.2022 at 3.00 PM.
Bid Opening Date & Time	07.04.2022 at 3.30 PM
Contact Email	swcommissioner@gmail.com
Reference No.	D1/919/2022 Dt.30.03.2022

1.3. Other Important Information related to Bid :

This section provides important deadlines and associated activities, such as Bid Security information, Implementation cum Performance Guarantee, Warranty Period.

S.No	Item	Description
1.	Bid Security (EMD)	Rs. 10,000 (Rupees ten thousand Only) Note: Tender box will be placed in the SOCIAL WELFARE office and the tenders have to be deposited in the box. EMD Validity Period: EMD (SBI) should be in the form of DD only in the name of “ The Assistant Accounts Officer O/o Director of Social Welfare Department, Tadepalli, Guntur ”. The validity period should be 3 months from the date of issue.
2.	Bid Validity Period	365 days from the date of opening of bid.
3.	Project Period	365 Days

4.	Period for signing contract	Within 3 days from the date of receipt of letter of Notification of Award.
5.	Penalty for delay in implementation	Please refer penalty clause.
6.	Conditional bids	Not acceptable and liable for rejection and also liable for forfeiture of the EMD.
7.	Bid submission	Sealed Tender only (Should be deposited in the box placed at O/o the Director of Social Welfare,A.P.,Tadepalli.
8.	Other conditions	<p>1.The Bidders shall sign on all the statements, documents certificates by them, owning responsibility for their correctness/ authenticity.</p> <p>2. The rates should be quoted in short tender only.</p> <p>3. All the quoted price is in Indian Rupees only.</p> <p>4. The documents, the copies of the statements, certificates, documents, original Demand Drafts in respect of Bid Security (except the Price bid/ offer/ break-up of taxes) are to be submitted by the Bidder to The Director, Director of Social Welfare Department Government of A.P. as and when required.</p> <p>5.Failure to furnish any of the submitted documents, certificates, will be entitled in rejection of the bid. The SOCIAL WELFARE shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false/ fabricated/ bogus, the Bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</p>

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2. Qualification Criteria

The eligibility criteria for bidders to participate in the tender and evaluation criteria is as under:

1. Bidder must be a registered Firm/Partnership/Company/Pvt. Ltd.
2. The Firm must be registered with GST.
3. The Firm should have latest GST Clearance Certificate.
4. Supplier should be Printer of good experience and reputation.
5. Quoted price should include Printing Price, Transportation, & taxes, if any.
6. The vendor should have experience of carrying out such work in any Govt. / Nationalized / Private Banks/ PSUs during the last 2 years.
7. Vendors must be in a position to provide us with pertinent credential in the form of any work order or orders with cumulative worth of minimum of **Rs. 30 lakhs (thirty lakhs) during the last financial year** issued to the banks or any Public Sector Under takings / any other organizations.
8. The details as per annexed must be submitted. Vendors are to enclose relevant photocopies of experience. Overwriting, if any, is to be authenticated.
9. Please note that Social Welfare Department reserves the right either to split the orders or otherwise on the same terms & conditions & rate offered by Lowest bidder so as to enable Social Welfare Department, A.P to finish the job at the earliest.
10. The bidder should not be blacklisted by any Central/state Government, Ministry or Agency for breach of Contractual Conditions as on bid calling date. Should also not be entangled in any legal disputes with any Govt. / PSU body.

Note:

- a. Relevant supporting documents for each of the above criteria to be submitted in the bid.
- b. An applicant shall not have conflict of interest that may affect the bidding process or the Bidder (the “Conflict of Interest”). Any applicant found to have a Conflict of Interest shall be disqualified.
- d. Sub Contracting & Consortium bids is not allowed.

Important Note: The Director of Social Welfare Department Government of A.P. has right to reject any bid without assigning any reason to who so ever concerned.

3. Scope of Work

The estimated quantity of Printing & Transport of letters of Hon’ble Chief Minister is approximately 11,00,000 Nos and the variation in quantity is +/- 10%.

3.1. Scope of the Project:

The identified agency shall arrange for Printing & Supply of Hon’ble Chief Ministers message (Telugu) at Offices of the Joint Director/Deputy Director (SW) in all the district headquarters.

A. Printing with following features:

1. Paper: 80 GSM maplitho paper
2. Colour: Multi colour
3. Size: A4
4. Printing type: Back to back static printing

The quality and quantity of the work can be changed according to the instructions of the higher authorities.

B. The Director, Social Welfare Department Government of A.P. reserves the right to relax / waive or alter any of the General Terms & Conditions,

it is finds sufficient reasons to accept a tender with regard to the price, quality, standard of tender in the market and other relevant conditions.

C. Proprietary ownership: The design of the printing shall be proprietary to **The Director, Social Welfare Department Government of A.P..**

D. Confidentiality of the design as per the standard printing norms is to be maintained by the Identified Agency. Any deviation/violation of the above shall be liable with penal & legal action against the identified agency.

- **The Director, Social Welfare Department Government of A.P.** may at any time randomly select some samples and send for testing to a Government approved quality testing agency for compliance with all the specifications of the paper as per this bid. If the report is negative, a second sample shall be sent for testing. If the report on this sample is also negative, the contract will be cancelled and Security deposit will be appropriated immediately without any further opportunity. The decision cannot be questioned by the Bidder.
- The cost towards Quality testing of samples is to be borne by the bidder.

3.2 Roles and Responsibilities

The following are the roles and responsibilities of the Department and the Agency.

3.3.1 Role of The Director, Director of Social Welfare Department Government of A.P. includes the following responsibilities in successful implementation of the project:

- i. Signing of work order Agreement with the Identified Agency.

- ii. To nominate a person to liaise with agency on a single-point-contact basis during the implementation of the project.
- iii. To provide an indication of the required quantity of printing & supply of Hon'ble Chief Ministers Message to mothers of eligible students, district wise.
- iv. Check the quality parameters/ standards of the work.
- v. Accepting & certifying the deliverables of the identified agency as per TENDER.
- vi. Ensuring that payments are made in time by **The Director, Social Welfare Department Government of A.P., subject to budgetary clearances.**

3.3.2. Responsibilities of Selected Vendor:

1. Arrangement of designing, printing and supply of Hon'ble Chief Ministers message to mothers of eligible students as per the specifications mentioned by **The Director, Social Welfare Department Government of A.P.**
2. Timely delivery of printing and supply of Hon'ble Chief Ministers message to mothers of eligible students at District Offices of the Joint Director/Deputy Director, Social Welfare.
3. Ensure proper mechanism to ensure the quality of the work without any errors and handover the deliverables with due acknowledgement.

4. Instructions to Bidder

4.1 Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements and other information in the TENDER documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications.

- b. The response to this TENDER should be full and complete in all respects. Failure to furnish all information required by the TENDER documents or submission of a proposal not substantially responsive to this document will be at the Bidder 's risk and may result in rejection of its Proposal.

4.2 Right to Terminate the Tender process

- a. Director Social Welfare may terminate the tender process at any time and without assigning any reason. Director Social Welfare makes no commitments, express or implied, that this process will result in a business transaction with anyone.

4.3 Submission of Responses

- a. The Bidder shall submit the bid through sealed tender only.
- b. The Bidder shall submit tender form along with EMD and other prescribed certificates/documents in sealed envelope.
- c. The original proposal shall contain no interlineations or overwriting, except as necessary to correct the errors made by the Bidders themselves. The same authorized representative who has signed the proposal shall initial the corrections.
- d. An authorized representative of the Bidder shall initial all the pages of the Proposals. The authorization shall be in the form of written power of attorney accompanying the proposal and supported by any evidence that the representative has been duly authorized to sign.

4.4 Bid Submission Format

- a. The entire proposal shall be strictly as per the format specified in this tender notification and any deviation may result in the rejection of the proposal.
- b. The documents to be submitted for **Qualification Criteria** are:
 - i. General Information of the Bidder – **Form PQ#1**
 - ii. Past experience – **Form PQ#2**
 - iii. Availability of printing Infrastructure with bidder .– **Form PQ#3**
 - iv. Self Declaration Certificate – **Form PQ#4**
 - v. Sample copy of Printing work.
 - vi. Make of paper proposed & details of source of paper proposed for printing and supply Signage Display Boards.

ix. **EMD.**

C. The document to be submitted for **Commercial Proposal** is :

i. Financial Proposal Cost Break-up - **Form C#2**

4.5 Evaluation Process

- a. The Bidder will be shortlisted based on the Qualification & Technical criteria as given in this tender document.
- b. The Financial Proposals of the Bidders who have prescribed qualifications will be evaluated.
- c. The qualifying Financial Proposals will be opened & arranged in the sequence of Lowest Bid Amount to Highest Bid Amount.
- d. The bidder with overall Lowest quote will be treated as L1 Bidder & be considered for issue of work order.

5. Award of Contract & Contract Period

- A. The proposals will be arranged lowest bid amount to Highest bid amount. The Bidder with lowest quote is L1 Bidder & will be considered for Award of Contract.
- B. The selected bidder has to deliver the printing material i.e., Hon'ble Chief Ministers message to the JDs/DDs of all districts as may be mentioned by the Director as per the delivery schedule.
- C. The contract period is 1 year from date of signing of Contract Agreement. The identified agency shall sign the contract agreement with **The Director, Social Welfare Department Government of A.P.**
- D. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

6. Payment Terms & Deliverables

Payment terms:

The payment towards the work i.e., Designing, printing and supply of Hon'ble Chief Ministers message shall be made by **The Director, Social Welfare Department Government of A.P.** directly to the identified supplier as per the indent, as and when budget clearances are given by the Government. Supplier has to acknowledge the receipt of payment and supply.

7. Penalty/Service Level Agreements

- i. **The Director, Social Welfare Department Government of A.P.** may at any time during the period of contract get the quality of the work assessed from approved quality testing agency. Government approved quality testing agency for compliance with all the specifications of the paper as per this bid. If the report is negative a second sample shall be sent. If the report on this sample is also negative, **the contract will be cancelled and Security deposit will be appropriated immediately without any further opportunity. The decision cannot be questioned by the Bidder.**
- ii. In case if the printing material inside the cover found to be damaged/mutilated/less than the quality or quantity specified, the lot will be rejected and bidder will be liable for penalty at double the value of the material in the box.
- iii. For any delay in delivery beyond accepted period for delivery, the vendor will be liable for penalties as below: (Delivery period shall be counted from the date of receipt of demand approval from **The Director, Social Welfare Department Government of A.P.**).
 - a. For any delay of first two days or part there of – 2 % of the value of that indent.

- b. For additional delay beyond one week, part thereof a penalty of 10% of the value of that indent
- c. If the delay exceeds more than 10 days, **The Director, Social Welfare Department Government of A.P.** will reserve the right to cancel the order without giving any notice by forfeiting/invoking Security deposit.

8. Bid Submission Procedure

8.1. Compliance & Completeness of Response

- Bidders are advised to study all instructions, forms, terms, requirements and other information in the TENDER document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications.
- The response to this TENDER should be full and complete in all respects. Failure to furnish all information required by the TENDER documents or submission of a proposal not substantially responsive to the TENDER documents in every respect will be at the agency's risk and may result in rejection of its proposal and forfeiture of the bid EMD.
- Failure of the AGENCY to agree with the terms & conditions of the TENDER/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.
- Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidder must: Include all documentation specified in this TENDER;

Follow the format of this TENDER and respond to each element in the order as set out in this TENDER Comply with all requirements as set out within this TENDER.

8.2 Proposal Preparation Costs :

- The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by SOCIAL WELFARE to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. SOCIAL WELFARE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- This TENDER does not commit SOCIAL WELFARE to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.

8.3. Amendment of Bidding Document

- a. At any time prior to the deadline for submission of bids, EMD, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder , may modify the bidding documents by amendment. All prospective Bidder those have received the bidding documents will be notified of the amendment and such modification will be binding on all Bidders. In order to allow prospective Bidder reasonable time in which to take the amendment into account in preparing their bids, the EMD, at its discretion, may extend the deadline for the submission of bids. It is vital that Bidder read and fully understand all the requirements included in the TENDER.
- b. If EMD deems it appropriate to revise any part of this TENDER or to issue additional data to clarify an interpretation of provisions of this TENDER, it may issue supplements to this TENDER. Any such corrigendum shall be deemed to be incorporated by this reference into this TENDER.

8.4 General Instructions

- While every effort has been made to provide comprehensive and

accurate background information and requirements and specifications, Bidder must form their own conclusions about the solution needed to meet the requirements. Bidder and recipients of this TENDER may wish to consult their own legal advisers in relation to this TENDER.

- All information supplied by Bidder may be treated as contractually binding on the Bidder, on successful award of the assignment by The Director, SOCIAL WELFARE on the basis of this TENDER
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of The Director, SOCIAL WELFARE. Any notification of preferred AGENCY status by The Director, SOCIAL WELFARE shall not give rise to any enforceable rights by the Agency. The Director, SOCIAL WELFARE may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of The Director, SOCIAL WELFARE.

8.5 General Eligibility

- Bidder marked/ considered by The Director, SOCIAL WELFARE to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- Breach of general or specific instructions for bidding, general and special conditions of contract with The Director, SOCIAL WELFARE or any of its user organizations may make a firm ineligible to participate in bidding process.
- The selected single AGENCY shall not outsource the work to any other associate / franchisee/ 3rd Party AGENCY under any circumstances. Any violation may invite imposition of sanctions, which shall include forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.
- The bidder shall bear all the cost associated with the preparation and

submission of bid including prototype presentation. The client/consultant will in no case be responsible or liable for those costs.

8.6 Right to modify submission deadline

The Director, Social Welfare may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an corrigendum or by intimating all Bidders who have been provided the proposal documents, in writing or by facsimile, in which case all rights and obligations of the project and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

8.7 Right to terminate the process

- The Director, Social Welfare may terminate the TENDER process at any time and without assigning any reason. The Director, Social Welfare makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This TENDER does not constitute an offer by the Director, Social Welfare. The BIDDER's participation in this process may result in The Director, Social Welfare selecting the BIDDER to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by The Director, Social Welfare to execute a contract or to continue negotiations. The Director, Social Welfare may terminate negotiations at any time without assigning any reason.

8.8 Earnest Money Deposit and its amount (EMD)

- Bidder shall submit, along with their bids, EMD of Rs.10,000 (Rupees Ten thousand only) in the form of a Crossed Demand Draft only drawn from any scheduled/nationalized bank in favour of "The Assistant Accounts Officer, O/o Director of Social Welfare" payable at Tadepalli, Guntur district valid for Three months from date of the

Tender. EMD in any other form shall not be entertained.

- The EMD shall be denominated in Indian Rupees only.
- No interest will be payable to the bidder on the amount of the EMD.
- Unsuccessful bidder's EMD will be discharged/ returned as promptly as possible, but not later than 30 days after the award of the contract to the selected implementation agency.
- The EMD may be forfeited:
- If a BIDDER withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
- In the case of a successful bidder, if the bidder fails to sign the contract for any reason not attributable to the Director, Social Welfare or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the TENDER.
- The EMD shall be submitted with the technical bid in a separately sealed envelope as mentioned in this section. Bids submitted without adequate EMD will be liable for rejection.
- Bids Submitted with EMD not Valid in the specified period will also be rejected
- During the bid process, if any information is found wrong / manipulated / hidden in the bid. The decision of The Director, SOCIAL WELFARE regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.

8.9 Preparation of Bids

- a. The Proposal as well as all related correspondence exchanged by the bidders and The Director, shall be written in English language, unless specified otherwise.
- b. In preparing their Proposal, bidders are expected to examine in detail the documents comprising the TENDER. Material deficiencies in

providing the information requested may result in rejection of a Proposal.

- c. The Technical Proposals shall contain an Executive summary giving a brief overview of the manner in which the bidder proposes to achieve the outcomes and the assessment of resources required.
- d. The bidder is expected to submit the Technical Proposal as per the format given in TENDER. Submission of the wrong type of Technical Proposal will result in the proposal being deemed non-responsive. The Technical Proposal shall not include any financial information.
- e. The Financial Proposal shall be prepared as per the format given in TENDER

8.10 Authentication of Bid

All copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. A letter of authorization shall be supported by a written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be signed and stamped by the person or persons signing the bid.

8.11 Validation of interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be counter signed by the person or persons signing the bid.

8.12 Language of Bids

- The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and The Director, SOCIAL WELFARE, shall be written in English language, provided that any printed literature furnished by the bidder may be written in another

language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

- This bid should be filed in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

8.13 Deadline for submission of Bids

The Consultant at the address specified in the Bid Document not later than the date and time indicated in bid document must receive bids. The Client/Consultant may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Client/Consultant and Bidder will thereafter be subject to the deadline as extended.

Any bid received by The Director, SOCIAL WELFARE after the bid submission deadline prescribed in the Bid Data Sheet shall be rejected.

8.14 Disqualification of bids

The Director, SOCIAL WELFARE may at its sole discretion and at any time during the processing of tender, disqualify any bidder from the tendering process if the bidder has

- i. Submitted the tender after the prescribed date and time of submission of bids.
- ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- iii. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- iv. Submitted bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or non-

responsiveness.

- v. Failed to provide clarifications related there to, when sought. If the technical offer contains any price information the offer will be summarily rejected.
- vii. Conditional bids will be summarily rejected.
- viii. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- ix. If found to submit more than one bid.

8.15 Bid Submission Format

The entire proposal shall be strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be rejected.

8.16 Clarification of Bids during Evaluation

During evaluation of the bids, The Director, SOCIAL WELFARE may, at its discretion, ask the bidder for clarification of its bid content and seek information. Preliminary Examination of the Bids

- Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited. If there is a discrepancy between words

and figures, the amount in words will prevail.

- The Director, SOCIAL WELFARE may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- Prior to the detailed evaluation, The Director, SOCIAL WELFARE will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.
- If a bid is not substantially responsive, it will be rejected by The Director, SOCIAL WELFARE and may not subsequently be made responsive by the bidder by correction of the nonconformity.

8.17 Contract Finalization and Award

If Evaluation Committee is unable to finalize a service agreement with the bidder ranked first, Evaluation Committee may proceed to the next ranked bidder, and so on until a contract is awarded.

The Director, SOCIAL WELFARE will award the contract to the bidder whose bid has been determined to be substantially responsive and has been determined as the best value bid (a proposal which qualifies in all the two evaluation stages and proves to be the lowest commercial quote), provided further that the bidder has demonstrated that it is qualified to perform services required for the project satisfactorily.

The notification of the award shall constitute signing of the agreement. The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the agreement. At the same time as The Director, SOCIAL WELFARE notifies the successful bidder that its bid has been accepted, The Director, SOCIAL WELFARE will send the Bidder the proforma for contract, incorporating all agreements between the parties.

8.18 Rights to Accept / Reject any or all Proposals

The Director, SOCIAL WELFARE reserves the right to accept or reject any proposal, and to 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 grounds for The Director, SOCIAL WELFARE's action.

8.19 Bid Prices

The bidder shall express their bid price for the information system using the price schedule form provided in the bidding documents. All costs and charges related to the bid shall be expressed in Indian Rupees. The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. GST, packing, forwarding, freight and etc. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser. Prices indicated in the Price Schedule shall be entered in the following manner:

- The Unit Price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
- The price shall be inclusive of Levies and Taxes, packing, forwarding, freight and insurance.
- Price is delivery at point at The Director, SOCIAL WELFARE

8.20 Substantially Responsible Bids

A substantially responsive bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal. Any attempt by a Bidder to influence it's the bid evaluation process may result in the rejection of the bid.

Overall Evaluation

- Bid evaluation committee will evaluate and compare the bids determined to be substantially responsive. It is bid evaluation committee's intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the criteria and process outlined in this section.
- Technical bids shall be examined by the bid evaluation committee with respect to compliance, completeness and suitability of the proposal to the project and only the bids which are in compliance to the mandatory requirements mentioned in the TENDER shall be considered as technically qualified.
- Total bid evaluation: Only the commercial bids of those Bidder qualified in the technical evaluation shall be opened. Commercial bids of the other Bidder shall be returned unopened.
- The evaluation shall be strictly based on the information and supporting documents provided by the Bidder. It is the responsibility of the Bidder to provide all supporting documents as listed in TENDER and Forms necessary to fulfill the mandatory eligibility criteria.
- The Bidder shall not be contacted by The Director, SOCIAL WELFARE if the Bidder has failed to provide supporting documents in the submitted Bid.
- Commercial Bids of only those Bidders will be opened who have PQ/Technically qualified.
- Final choice of firm for the project shall be made on the basis of conformity to technical qualification, and only L1 bids shall be considered.

8.21 Adjudicator

The Director, SOCIAL WELFARE will be the Adjudicator for contract disputes.

8.22 Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful firm.

8.23 Corrupt / Fraudulent practices

Defines, for the purpose of this provision, the terms set forth below as follows: “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of Contract execution and “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract the detriment of the Borrower, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish Bid prices at artificial non competitive levels and to deprive the Borrower of the benefits of free and open competition.

The Director, SOCIAL WELFARE will reject a proposal for award if it determines that the BIDDER recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, Contract(s).

9. General Conditions of Contract (GCC)

9.1 Indemnification

- The BIDDER shall, at its own expense, defend and indemnify the Client against all third-party claims of infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in the Client’s country.
- The BIDDER shall expeditiously extinguish any such claims and

shall have full rights to defend itself there from. If the Client is required to pay compensation to a third party resulting from such infringement, the BIDDER shall be fully responsible thereof, including all expenses and court and legal fees.

- The Client will give notice to the BIDDER of any such claim without delay and ion shall provide reasonable assistance to the BIDDER in disposing of the claim.
- The Client shall indemnify and defend the BIDDER against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from the use of any information of Software provided to the BIDDER) by the Client under the contract.

9.2 Prices, Taxes and Duties

- Prices charged for deliverables and Services performed under the Contract shall not be increased from the prices quoted by them in its bid. The bidder shall be entirely responsible for all taxes, duties, license fees, and other such levies.

9.3 Delay in the Bidder Performance

The bidder has to start as per the direction of the client at the designated locations and Services shall be made in accordance with the time schedule prescribed by the Client in the Schedule of Requirements.

If at any time during performance of the Contract, the BIDDER should encounter conditions impeding timely delivery or installation of the Systems or performance of the Services, the bidder shall promptly notify the Client in writing of the fact of the delay, likely duration and its cause(s). As soon as practicable after receipt of the bidder notice, the Client shall evaluate the situation and may at its discretion extend the time for performance, with or without liquidated damages, and revised implementation plan will be prepared by both parties. Except as provided under GCC Clause, if, bidder fails in the performance of its delivery or installation obligations shall render the liable to the imposition of

liquidated damages pursuant to GCC Clause, unless an extension of time is agreed upon by client without the application of liquidated damages.

9.4 Termination for Default

The Client, without prejudice to any other remedy for breach of Contract, may terminate this Contract in whole or in part by giving 7 days advance notice; if the bidder fails to deliver any or all of goods/services or to install any or all of the Systems within the period(s) specified in the Contract, or within any extension thereof granted by the Client or if he fails to perform any other significant obligations(s) under this contract. In the event the Client terminates the Contract in whole or in part, the Client may procure, upon such terms and in such manner as it seems appropriate, goods/services similar to those undelivered, and the BIDDER shall be liable to the Client for any excess costs for those similar goods or Services. However, the BIDDER shall continue performance of the contract to the extent not terminated.

9.5 Termination for Insolvency

The Client may at any time terminate the Contract by giving written notice to the bidder, if they become bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client.

9.6 Inspections and Acceptance Test

Inspection : The Client or its representatives shall have the right to inspect the commissioning works or any other work that would be carried as part of contract execution for its quality to confirm their Contract specifications at point of development/delivery and/or at the final place(s) of delivery. The bidder shall arrange necessary systems, people and equipment for such inspections.

Should any inspected or tested or delivered services fail to conform to the Contract specifications or to pass the Acceptance tests as defined jointly in the Project Plan, the Client may reject the services, and the bidder shall either replace the rejected delivered goods/services or make alterations as necessary to meet the specifications free of cost to the Client.

9.7 Resolution of Disputes

The Client and the bidder shall make every effort to resolve amicably by direct informal

negotiation any disagreement or dispute arising between them under or in connection with the contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Client and the bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.

The dispute resolution mechanism shall be as follows:

In case of a dispute or difference arising between the Client and the BIDDER relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996. The place of Arbitration shall be at Andhra Pradesh State only.

9.8 Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in same languages.

9.9 No interest for performance Guarantee

No interest shall be paid on the earnest money, security deposit and the amount retained against performance guarantee.

9.10 Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile and confirmed in writing to the other party's last known address. A notice shall be effective when delivered or tendered to other party whichever is earlier.

10. Table of Sample Forms and Procedures

Bid Letter Form

From :

(Registered name and address of the Agency)

To:

The Director,

SOCIAL WELFARE ,

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services/execute the works in conformity with the terms and conditions of the bidding document and amendments there on, for the

following project in response to your tender call dated

Project title:

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents for an estimated sum of Rs..... (Total bid amount in words and figures) which may vary in accordance with the schedule of prices attached herewith and coverage options made by The Director, SOCIAL WELFARE, Tadepalli, or its user organization.

If our bid is accepted, we undertake to Provide services/ execute the work according to the time schedule specified in the bid document, Obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place:

**Bidder's signature
and seal.**

Date:

Check List

Compliance/ Agreed/ Enclosed/ Deviation Statement

(To be submitted along with TQ bid)

The following are the particulars of compliance/deviations from the requirements of the tender specifications.

S.No.	Bid document reference	Remarks
1.	EMD	
2.	Form PQ#1	
4.	Form PQ#2	
5.	Form PQ#3	
6.	Form PQ#4	
7.	Relevant Documents as per Eligibility criteria	
8.	Form C#1	
9.	Form C#2	
10.	Scope of Work	
11.	Contract Period	
12.	All terms & conditions of TENDER	

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Place:

**Signature of the Bank Official
with seal**

Date :

NOTE: For every item appropriate remarks should be indicated like 'no deviation', 'agreed', 'enclosed' etc. as the case may be.

Name of the Bidder:

Form PQ#1 - General Information

Sl. No	Description	Supporting Documents with Page Nos.
1	Name of the Firm/ Partnership/ Company/Pvt. Ltd.	:
2	Date of Incorporation (Registration Number & Registering Authority) GST No. ., PAN No.	:
3	Legal Status of the Company in India & Nature of Business in India	: Public Ltd Company/ Private/ Partnership firm/Proprietary
4	Address of the Registered Office in India	:
5	Date of Commencement of Business	:
6	Name & e-mail id, phone number, fax of the Contact Person	: Phone: Email
7	Web-Site	:
8	EMD details	: Amount: DD No. & Date Name of the Bank: Valid up to :

Note:

1. Bidder should submit the copy of ROC & Copy of GST Tax Registration Certificate.

Place:

Signature of the Bidder

Date :

Name of the Bidder:

Form PQ#2 - Project Experience

Description of Item	Supporting Document with page number
Name of the Client / Department	
Contact address & details of the department	
Value of the Project	
Date of Start of Work	
Date of Completion of Work	
Description of Work	
Service provider should submit any of the following: i. PO / Work order ii. Work completion certificates / Performance Certificate from client dept. duly signed by the authorized signatory from the Client end. iii. Work satisfactory certificate from the client dept.	
Enclosures submitted: Yes / No	

Note:

1. Please submit supporting documents to support the claim and the certificates must be signed by Senior Executive/ Deputy GM of the organization clearly indicating his/her name, designation and contact details such as Telephone Number, Fax number, email-id etc.
2. Please attach certificate from the client for the successful completion & implementation of project.

Place:

Signature of the Bidder

Date :

Name of the Bidder:

Form PQ#3– Availability of Printing Infrastructure

The bidder should submit details of printing infrastructure available.

Place:

Bidder's signature

Date:

with Seal

Name of the Bidder:

Form PQ#4- Declaration Regarding Clean Track Record

To:

The Director,
Director of Social Welfare Department,
Tadepalli, Guntur

Sir,

I have carefully gone through the Terms & Conditions contained in the
TENDER Document

[No. _____]. I hereby declare that my company has not been
debarred/ black

listed as on Bid calling date by any Central or State Government/ Quasi
Government Departments or Organizations in India for non-satisfactory past
performance, corrupt, fraudulent or any other unethical business practices. I
further certify that I am competent officer in my company to make this
declaration.

Yours faithfully

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Form C#1 - Commercial Proposal Submission Form

[Location, Date]

To: [Name and address of SOCIAL WELFARE]

Dear Sir:

We, the undersigned, offer to provide the work of 'Designing, Printing and Transporting the Hon'ble CM's letters' in accordance with your Tender notice dated March 31, 2022 .

Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures].

This amount is inclusive of the Domestic taxes such as ----- (Indicate the amounts against each).

We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations if any, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Name of the Bidder:

Form – C#2

Detailed Commercial Form

Particular	Unit Cost per one letter (Rs.)	GST or any other taxes	Unit Price (Rs.) Including GST per one letter
1. Designing, Printing and supply of Hon'ble Chief Ministers message to mothers of eligible students to districts head quarters in following specifications. (i). Paper: 80 GSM maplitho paper (ii). Colour: Multi colour (iii). Size: A4 (iv). Printing type: Back to back static printing			

- All the prices mentioned in Tender are in accordance with the terms as specified in the TENDER documents.
- The overall least quote shall be declared as L1.
- The prices should be inclusive of all taxes.

Place:

Bidder's signature

Date:

with Seal

- END of DOCUMENT -